

**CWA 1170 TA & MOU Table**

**In Order Attached**

**Settlement Agreement**

**Article 2 - Classification Appendix – CO Cross Training**

**Article 2 – Miscellaneous Classification – Update NOC & Desk Tech, Minimum Requirements**

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**Article 16 – Add NY Paid Sick Leave/Sick pay**

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**Article 24 – Uniforms**

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**MOA – Job Vacancy Committee**

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#	Wage Increase Date	Start	Yr 1 (Retro)		Yr 2 (Retro)		Yr 2		Yr 3		Total
			1	2	3	4	5	6	7		
	June 2020	12	June 2021	June 2022	June 2022	December 2021	December 2022	June 2023	December 2023	December 2023	36

	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Union Proposal	\$39.61	\$40.40	\$41.00	\$41.62	\$42.24	\$42.88	\$43.31	\$43.31	\$43.31	\$43.31
Hourly Wage	\$82,382	\$84,029	\$85,290	\$86,569	\$87,868	\$89,186	\$90,078	\$90,078	\$90,078	\$90,078
Annual Wage (Full-time)	\$1,615	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656	\$4,656
New Wages Above Current (Adj. for Partial Years)										

Cable Splicer, CO Installer, Comm Tech, Desk Tech, Line/Splicer, PBX Tech, Sr. Equipment Mechanic, Switch Tech, Sales & Service, Network Tech, Power & Bldg Tech, Telecom Specialist, Fleet Tech

	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Union Proposal	\$37.52	\$38.27	\$38.84	\$39.42	\$40.01	\$40.61	\$41.02	\$41.02	\$41.02	\$41.02
Hourly Wage	\$78,032	\$79,593	\$80,787	\$81,999	\$83,229	\$84,477	\$85,322	\$85,322	\$85,322	\$85,322
Annual Wage (Full-time)	\$1,615	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656	\$4,656
New Wages Above Current (Adj. for Partial Years)										

Facilities Coord, Comm Coord I (Tier 1)  
Patty Roberts, Yana O'Brien

	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Union Proposal	\$34.27	\$34.96	\$35.48	\$36.01	\$36.55	\$37.10	\$37.47	\$37.47	\$37.47	\$37.47
Hourly Wage	\$71,286	\$72,711	\$73,802	\$74,909	\$76,033	\$77,173	\$77,945	\$77,945	\$77,945	\$77,945
Annual Wage (Full-time)	\$1,615	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656	\$4,656
New Wages Above Current (Adj. for Partial Years)										

Facilities Coord, Comm Coord I (Tier 2)

	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Union Proposal	\$36.93	\$37.67	\$38.24	\$38.81	\$39.39	\$39.98	\$40.38	\$40.38	\$40.38	\$40.38
Hourly Wage	\$76,823	\$78,360	\$79,535	\$80,728	\$81,939	\$83,168	\$84,000	\$84,000	\$84,000	\$84,000
Annual Wage (Full-time)	\$1,615	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656	\$4,656
New Wages Above Current (Adj. for Partial Years)										

Garage Mechanics

	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Union Proposal	\$37.18	\$37.92	\$38.49	\$39.07	\$39.65	\$40.25	\$40.65	\$40.65	\$40.65	\$40.65
Hourly Wage	\$77,327	\$78,873	\$80,056	\$81,257	\$82,476	\$83,713	\$84,550	\$84,550	\$84,550	\$84,550
Annual Wage (Full-time)	\$1,615	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656	\$4,656
New Wages Above Current (Adj. for Partial Years)										

Supplies Coord Group 1, Comm Coord II (Tier 1)

#	Wage Increase Date	Months Between Wage Increases	Yr 1 (Retro)		Yr 2 (Retro)		Yr 2		Yr 3		Total	
			1	2	3	4	5	6	7			
	June 2020	12	June 2021	June 2021	December 2021	June 2022	December 2022	June 2023	December 2023	June 2023	December 2023	36

TABLE 9 T2

Union Proposal	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Hourly Wage	\$33.63	\$34.98	\$35.51	\$36.04	\$36.58	\$37.13	\$37.50	\$37.50	\$37.50	\$37.50
Annual Wage (Full-time)	\$69,941	\$72,767	\$73,858	\$74,966	\$76,091	\$77,232	\$78,004	\$78,004	\$78,004	\$78,004
New Wages Above Current (Adj. for Partial Years)	2,080	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656	\$4,656

Supplies Coord Group 2, Comm Coord II (Tier 2)

TABLE 13A T1

Union Proposal	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Hourly Wage	\$35.08	\$36.50	\$37.04	\$37.60	\$38.16	\$38.73	\$39.12	\$39.12	\$39.12
Annual Wage (Full-time)	\$72,963	\$75,910	\$77,049	\$78,205	\$79,378	\$80,568	\$81,374	\$81,374	\$81,374
New Wages Above Current (Adj. for Partial Years)	2,080	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656

Property Damage Coord Group 1, Right of Way Coord Group 1  
Comm Coord III (Tier 1), Engineering Clerk (Tier 1)

TABLE 13A T2

Union Proposal	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Hourly Wage	\$32.36	\$33.66	\$34.17	\$34.68	\$35.20	\$35.73	\$36.09	\$36.09	\$36.09
Annual Wage (Full-time)	\$67,302	\$70,021	\$71,071	\$72,137	\$73,219	\$74,318	\$75,061	\$75,061	\$75,061
New Wages Above Current (Adj. for Partial Years)	2,080	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656

Property Damage Coord Group 2, Right of Way Coord Group 2  
Comm Coord III (Tier 2), Engineering Clerk (Tier 2)

TABLE 28 T1

Union Proposal	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Hourly Wage	\$30.17	\$31.39	\$31.86	\$32.34	\$32.82	\$33.31	\$33.65	\$33.65	\$33.65
Annual Wage (Full-time)	\$62,753	\$65,288	\$66,268	\$67,262	\$68,271	\$69,295	\$69,988	\$69,988	\$69,988
New Wages Above Current (Adj. for Partial Years)	2,080	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656

Special Clerk Group 1, Comm Clerk (Tier 1)

TABLE 28 T2

Union Proposal	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.00%	11.0%
Hourly Wage	\$27.87	\$28.99	\$29.43	\$29.87	\$30.32	\$30.77	\$31.08	\$31.08	\$31.08
Annual Wage (Full-time)	\$57,960	\$60,302	\$61,206	\$62,124	\$63,056	\$64,002	\$64,642	\$64,642	\$64,642
New Wages Above Current (Adj. for Partial Years)	2,080	\$1,631	\$2,262	\$2,901	\$3,551	\$4,210	\$4,656	\$4,656	\$4,656

Special Clerk Group 2, Comm Clerk (Tier 2)

## **MEMORANDUM OF AGREEMENT**

**between**

**Frontier Telephone of Rochester, Inc.**

**and**

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

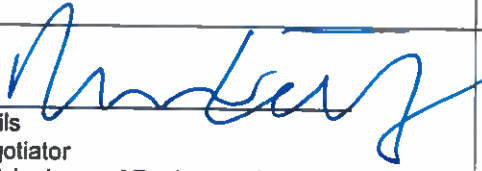






### **2021 NEGOTIATIONS FINAL SETTLEMENT AGREEMENT**

This **Memorandum of Understanding** ("2021 MOU" or "this MOU") dated **January 17, 2022** 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, 2020**, if, and only if, the Company receives from the Union, on or before **January 27, 2022**, 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, 2020**, and will remain in effect until 11:59 p.m. on **June 15, 2024**, 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.

The Union agrees to support this Settlement and recommend ratification of this Settlement to their membership.

For the Company:	For Communications Workers of America, AFL-CIO & Local 1111/1122:
 Byron Geils Chief Negotiator Frontier Telephone of Rochester, Inc.	 Shawn LeBlanc Staff Representative CWA District 1
	 John Pusloskie President, CWA Local 1170
	 Andrew Cimino Executive Board Member, CWA Local 1170
	 Susan Phillips Treasurer, CWA Local 1170
	 Richard Winter VP, CWA Local 1170
	 Diane Pappas Secretary, CWA Local 1170

Dated: January 17, 2022

SMC  
1/19/22

M  
1/19/2022  
GP

➤ **Modify Article 32, as follows:**

**ARTICLE 32**

**Section 1 — Duration and Scope of Agreement**

1. This Agreement shall become effective as of 12:01 A.M., June 15, 2020 ~~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 15, 2024 ~~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.

Frontier Communications  
CWA 1170 Negotiations  
Company Proposal: 01-05-11/30/2021

SML  
1/19/22

1/18/22  
JP

Article 2 -Classification Appendix Changes

- Solicitation for Vacation Schedule, Work Schedule, OT, Callouts and Pecking Order limited to Steps 1-4, with all other Steps eliminated, other than in the case of Service Emergencies
- Carrier and Switch Technicians to be cross trained on the skills (common skills) and in the manner outlined below:
- Skills assessment to be conducted within 30 days of ratification. Skills assessment shall be a self-evaluation by the employee, with Local Manager Input.
  - Categories shall be
    - DS1
    - DS3/SONET
    - ETHERNET / LAYER 2
    - ROUTERS / LAYER 3
    - DSLAMS
    - MUX'S
    - FRAME SUPPORT (RUNNING JUMPERS, SUPPORTING IR TECHS)
    - CO COVERAGE (COVERING ALL CO TECH FUNCTIONS)
  - Self-assessment categories shall be

<b>Rating</b>	<b>Rating Description</b>
1	No Training
1.5	No Training read material
2	Some Training
2.5	Some Training/minimal hands on
3	Trained
3.5	Trained & still learning
4	Trained & Proficient
4.5	Goto Person
5	Expert

- For technicians with the skills from the assessment shall be added to VXfield.
- The first training to be performed shall be cross training all Carrier Techs on Frame Support through OJT working with the switch techs.
- All other training shall be provided based on needs of the business. Seniority shall be considered in addition to skill and demonstrated willingness to learn.

- During normal business hours , Carrier and Switch Techs with "common skills' shall be one work group for the assignment of work to include shift continuation overtime.
- Separate vacation and call-outs books shall be maintained as they are today, with newly trained "common skills" Techs being eligible for call-outs after legacy Tech list has been exhausted.



Union Proposal

Sept. 22, 2021

Communications Workers of America, AFL-CIO  
Frontier Telephone – CWA Local 1170  
2021 Contract Negotiations

Time:  
11/19/22  
11/19/2022  
9

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.

### **G. 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

**H. 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
- 3<sup>rd</sup> Class stationary engineer license (also known as 3<sup>rd</sup> 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

## **I. Network Technician Classification** (updated in 2021 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

- One or more of the following:
  - 2 years of relevant work experience
  - 2 year Technical Degree
  - Successfully pass AC/DC &/OR technical aptitude test
  - Introductory CCNA
  - MEF Certification
  - Certification in basic electricity

**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

**J. Desk Technician Classification**  
**(introduced in 2021 negotiations)**

**Note: Reference November 25, 2015 notification of change per Larry Washbon CNO Manager**

**Minimum Requirements**



- One of the following certifications/degrees/work experiences are required:
  - Current and valid CCNA Certification – Cisco Certified Network Associate (CCNA)
  - JNCIS – ENT
  - 2 years military experience in a network engineering position
  - MEF Certified
  - 2 year degree in Telecommunications Engineering
  - Mitel / Avaya Certifications
  - Network + Certification
  - Internal candidates must either have met one of the above requirements or a Frontier Networking approved test.
  - 2 years recent relevant work experience in troubleshooting Ethernet / Managed Router and/or PBX.
- NOTE: Minimum requirements are subject to change based on changes in technology, job responsibility, and NOC responsibilities.

Frontier Communications  
 CWA 1170 Negotiations  
 Company Proposal: 02-02-11/02/2021 **1182022 Edit**  
**Modification: Enhanced Severance Program – Employees in Clerical Classification**  
**UNION counter at 12312023 on 1/16/2022, Company Accepted**

*SMC  
1/19/22*

*[Signature]  
1/18/2022*

**Memorandums of Agreement**

Enhanced Severance Program .....30

**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.

**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 15, 2024**. *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 until December 31, 2023) 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~~ June 15, 2024

11/19/22  
JMC

M  
11/18/2022  
g8

## FTR - Company Counter

11/17/2021

### 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), or successor forms, 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. PATS access shall facilitate such 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.

Frontier Communications  
CWA 1170 Negotiations  
Company Proposal: 11-03-11/02/2021  
Article 13, General Guidelines  
Union Counter Proposal 11-15-2021

OMC  
11/19/22

M  
11/18/2022  
JD

A. 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~~

A2. The Company agrees to schedule no more than 20% of the employees in a work group, based on the seniority list at the time the solicitation is done schedule is posted in Metro East/West and Suburban East/West.

Union Proposal #2

Oct. 27, 2021

Time:

Communications Workers of America, AFL-CIO  
Frontier Telephone – CWA Local 1170  
2021 Contract Negotiations

ARTICLE 13

SMC  
1/19/22  
M  
1/18/2022  
gp

**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.

**Note: The parties agree that the out of town per diem will be a benefit recognized outside of the CBA. An employee working an out of town assignment will be afforded a \$70.00 per diem for the duration of the assignment. The company will pay the accrued per diem weekly via tech portal.**

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.

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.

OK to  
T.A

Frontier Communications  
CWA 1170 Negotiations  
Company Proposal: 03-02-10/27/2021  
Modify Article 13.5.11 – Overtime Out-of-Town Assignments

Passed  
10:40 AM  
10/27

Section 5 - Overtime Administration

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, shall not be solicited in blocks of greater not less than two (2) hours per day. 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.

SMC  
1/19/22

W  
1/18/2022  
GP

Frontier Communications  
CWA 1170 Negotiations  
Company Proposal: 05-01-10/05/2021  
Amend to Add NYPFL Act Language

DMC  
1/19/22

*[Handwritten signature]*  
1/19/2022  
*[Handwritten initials]*

**ARTICLE 16**

**Section 1 — Other Excused Absences**

**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 and NY Paid Family 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.

Frontier Communications  
CWA 1170 Negotiations  
Company Proposal: 06-02-10/07/2021  
Amend to Add NYSLSP Act Language

SMC  
1/19/22

1/19/2022  
SW

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:

3. Other Sickness or Injury: All Employees, **other than new hires**, 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. **New hires shall receive 4.67 hours per month for each full month worked during their first year of service**, 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. **The Company and Union intend that the provisions of this Subsection be language fully compliant with the NYSLSP Act. Usage of NYSLSP shall be done in blocks of not less than ~~four (4) hours~~ two (2) hours.** Failure to provide a doctor's certificate will result in unpaid days being applied after the third day of absence

Frontier Communications  
CWA 1170 Negotiations  
Revised Proposal: Benefits Changes  
January 16, 2022, 9:30pm

SML  
1/19/22

1/19/2022  
JP

Benefits

- Premium Sharing
  - o 2022, 22%
  - o 2023, 23%
  - o 2024, 23%
- Out-Of-Pocket Maximum
  - o 2022, \$ 2500/\$ 5000
  - o 2023, \$ 3000/\$ 6000
  - o 2024, \$ 3000/\$ 6000
- Co-Insurance
  - o 2022, 10%
  - o 2023, 10%
  - o 2024, 10%
- Emergency Room Co-Pay
  - o 2022, \$ 150
  - o 2023, \$ 175
  - o 2024, \$ 175

ESI Rx Programs (Exclusive Specialty Pharmacy and SaveOnSP) for the FTR Select EPO Medical Plan (as proposed on October 5, 2021)

H&W

- Increase by \$ 1 in 2023 to \$ 92.42
- Increase by an additional \$ 1 in 2024 to \$ 93.42

Frontier Communications  
CWA 1170 Negotiations

Company Proposal: 12-02-11/04/2021

Union Counter Proposal #2  
11/05/2021

SML  
1/19/22

1/18/2022  
GP

Uniforms

ARTICLE 24

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. ~~During the duration of this CBA the Company shall endeavor to see if high visibility safety items may be added to~~ include high visibility safety items with the uniform offerings subject to 1) Such items not being incremental in count to the present offerings, 2) be secured at a minimal additional cost to the Company and 3) be approved by the Company’s Corporate Office as being as being “branding” complaint
3. ~~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.
4. ~~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.
5. ~~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.

SMC  
1/19/22  
1/18/22  
JP

➤ Amend Article 33, as follows:

**ARTICLE 33**

**Section 1 — Wage Rate Changes**

**1. Wages**

- (a) Effective retroactive to June 14, 2020 all steps in all tables in Appendix A will be increased by 2.0%.
- (b) Effective retroactive to June 13, 2021, all steps in the then current tables will be increased by 2.0%.
- (c) Effective December 12, 2021 all steps in the then current tables will be increased by 1.5%
- (d) Effective June 12, 2022 all steps in the then current tables will be increased by 1.5%
- (e) Effective December 11, 2022 all steps in the then current tables will be increased by 1.5%
- (f) Effective June 11, 2023 all steps in the then current tables will be increased by 1.5%
- (g) Effective December 10, 2023 all steps in the then current tables will be increased by 1.0%.

- ~~(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 ~~2021 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 ~~2022 and 2023 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 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, 2021 for the March 1, 2022~~ ~~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.

\*\*\*

**[No Change in Remainder]**

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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.

**Union Proposal**

**Oct. 27, 2021**

**Time:**

**Communications Workers of America, AFL-CIO  
Frontier Telephone – CWA Local 1170  
2021 Contract Negotiations  
Company Accepts Article 33, Section 6 Change Only**

*[Handwritten signature]*  
11/18/2022  
gp

SMC  
1/19/22

**ARTICLE 33**

**Section 6 – Printing of this Agreement**

1. The Company will provide **400** 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.

➤ **Add a new WORK AT HOME Article to the General Section of the Agreement, as follows:**

**Article (TBD)  
Work-At-Home Provisions**

**Section 1. General**

- 1.1 The Company may establish and staff Work-at-Home (WAH) operations in any of its business operations as it deems appropriate. The wages, benefits eligibility and coverage, and other terms and conditions of employment for employees deployed in a WAH arrangement shall be governed by the applicable provisions of this Agreement, except as modified by the following terms, conditions, and principles for working-at-home. Work-at-Home arrangements will be staffed with employees in their current classifications.
- 1.2 Once WAH has been implemented under this Article for at least 90 days, the Company, upon request by the Union, will meet with the Union once every 4 months to discuss any or all ongoing WAH arrangements then in place. After WAH has been implemented for 12 months or longer, these meetings, if requested, will be held semi-annually.
- 1.3 Access to Virtual Union Bulletin Board: Recognizing that the Union may from time to time have legal posting requirements to meet, and to provide a substitute for a physical bulletin board (Article VII), the Company will send e-mail to WAH participants that contains a link provided by the Union which will enable employees to access a virtual Union bulletin board maintained by the Union. This notification shall occur following ratification of the 2021 agreement for all employees currently in WAH due to the pandemic, when employees are first placed in WAH under this article, and in the event there is a legal requirement for a posting. ~~The CWA Union website will not have access blocked on Frontier equipment.~~

**Section 2. Eligible Employees**

- 2.1 All employees who meet the Home Office and other requirements set forth below are eligible to be considered for deployment on a work-at-home basis. The Company may require new hires to meet those requirements so they can be deployed to work from home.
- 2.2 The Company will work with existing employees to enable them to meet WAH requirements. Existing employees who are unable to meet WAH requirements because High-Speed Internet service and/or other technical requirements are not available at their residence (or other approved WAH location) will be accommodated by working from an assigned work location for so long as the requisite Internet service remains unavailable at the employee's residence (or other approved WAH location). Monetary assistance will only be provided to the extent, if any, specifically provided for in these WAH provisions.
- 2.3 The Company will determine the number of employees who will be deployed to work from home when some but not all employees in a particular operation and work group are to be deployed in a WAH arrangement.

- 2.4 The Company will not require any employee who, as of **November 16, 2021 (date TA was reached)** ~~as of the date of ratification~~ was not working from home, to work from home to the extent the Company implements work at home for that employee's work group under this Article. The Company will provide the Union with a list of all employees who were and were not working from home as of date of the **TA as of the date of ratification** and/or upon the Union's request.

### Section 3. Selection of Employees

- 3.1 When some but not all employees in a particular operation and work group are to be deployed in a WAH arrangement, participants will first be selected on a voluntary basis in seniority order.
- 3.1.1 An employee may return to a Company-assigned work location with management approval.
- 3.2 If there are insufficient volunteers to meet the Company's WAH staffing target, employees will be assigned to WAH in inverse seniority order.
- 3.3 Eligibility for WAH will not be based on the achievement of specified performance or attendance metrics.
- 3.4 New hires or employees who will be deployed to work from home who are required to attend training or re-training for their position may be required to attend all or a portion of the training or re-training in a location designated by the Company.

### Section 4. Home Office Requirements and Parameters

- 4.1 Adequate space in the employee's residence (or other approved WAH location) with privacy and sufficient electric power and outlets for all equipment necessary to perform the work.
- 4.2 A workspace free of distractions, preferably one with a door that can be closed for privacy. No obtrusive background noise like the television, conversation, radio, or animals. The workspace must be arranged in such a way that proprietary and confidential Company and customer information cannot be viewed or accessed by anyone in the household.
- 4.3 A room with good lighting (overhead lighting and a desk lamp if needed) and appropriate temperature control.
- 4.4 A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.
- 4.5 Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards. If an employee suffers a work-related injury or illness in his/her residence, the employee must report the injury or illness in accordance with

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Company policy.

- 4.6 High-Speed Internet access meeting technical and other requirements.
- 4.7 No deed, lease, condominium, HOA or co-op restrictions which would be violated by performance of the work at the residence.
- 4.8 In the event the Company requires a WAH employee to use Company-provided High-Speed Internet service to conduct Company business, the Company will reimburse the employee for the full cost of the type of service required to conduct WAH work or, at its option, will provide such service free of charge.
- 4.9 An employee may designate only one remote WAH location, with Company approval.

#### Section 5. Equipment

- 5.1. The Company will provide, and bear the cost of, any special equipment and special services it determines are needed to perform, at home, the duties and responsibilities of the employee's job. To the extent that the Company determines an employee requires an accommodation, the Company will provide equipment and items required by law. All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee, generally twenty-four (24) hours' notice except in exigent circumstances.
- 5.2 Web cams may be used for virtual face-to-face meetings, team meetings, training, supervisory feedback, and interview/disciplinary discussions. Web cams will not be used for surveillance and may be covered or deactivated by an employee when not in use for one of the purposes listed.
- 5.3. The Company will provide a one-time allowance of up to ~~\$150~~ **\$200.00**, reimbursable after an employee provides proof of purchase, for buying a workstation (desk or other furniture appropriate for conducting work). The Company will supply WAH participants with ergonomically appropriate chairs

#### Section 6. Schedule Adherence; Overtime

- 6.1. The system log-on process must commence at the start of the employee's scheduled tour and not before, and log out must occur at the end of the employee's scheduled tour or working hours, and not after. Employees are expected to start their tours in a punctual manner and adhere to the schedule as if they were at a Company work location and, while working, give their full and undivided attention to the performance of their job duties. In the event participants need to leave their work position at times for other than a scheduled break or meal period or a brief break for immediate personal needs using the appropriate sign out code (e.g., ceasing work due to feeling ill), they must first notify supervision and secure permission. Upon returning to their work position, participants must inform supervision. If an emergency situation develops requiring immediate action on the part of the employee, he/she should react appropriately and notify supervision as soon as appropriate.

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- 6.2. Employees will be expected to communicate to their family members and friends that distractions such as personal telephone calls, visitors and interruptions by children while on duty can be very disruptive to their ability to perform the job, and should be limited to emergencies. During paid working hours, employees will not be permitted to invite business visitors or social guests of the employee to their residence without the express written authorization of their supervisor. Nothing in this Article precludes or prohibits an employee from meeting with other employees or representatives of the Union during the employee's lunch or break periods.
- 6.3. Emergency call outs and overtime will be handled as outlined in the applicable collective bargaining agreement. Overtime must be approved in advance by the employee's supervisor or authorized designee, unless an employee is in the process of completing a customer call.

Section 7. Code of Conduct; Protection of Customer Information; Company Equipment

- 7.1. Employees must comply with Company rules and policies including the Frontier Communications Code of Conduct. Employees will be required to establish and maintain safeguards that will protect from theft, abuse or misuse of all Company records and property, including all customer information, located in or accessible from, their premises. In addition, they must take all necessary steps to protect the secrecy of communications and the confidentiality of customer information and communications. Employees are not permitted during non-working hours to log into the Company systems used to perform their jobs. Working outside of a scheduled tour or approved overtime is strictly prohibited, and this includes checking, reading, or responding to e-mails and receiving or making work-related telephone calls.
- 7.2 All Frontier equipment and other materials provided to an employee in connection with the work at home arrangement, and all equipment, materials, correspondence, records, documents, software, promotional materials and other Company property, including all copies, summaries, synopses, or portions thereof, which come into an employee's possession, whether or not created by the employee, and regardless of whether they were received by the employee at his/her residence, will at all times remain the sole and exclusive property of the Company. At any time that the Company requests, and immediately upon the termination of an employee's employment, the employee will return to the Company all such Company property, and will not keep any copies of such Company property.

Section 8. Employee Safety; Ergonomics

- 8.1 Employees will be responsible for compliance with Company safety (including ergonomic) standards.

**NOTE:** The at-home workstation setup should be consistent with the ergonomic setup and related principles set forth in the Ergonomics section of the Company's Environmental, Health and Safety Manual (a copy can be obtained via The Link).



Section 9. Equipment Malfunctions

- 9.1. Employees must immediately inform supervision of the malfunction of any work-at-home terminal/equipment or services, or power outages or other events that disable the use of such terminal/equipment or services for more than fifteen (15) minutes. These situations will be handled on a case-by-case basis.
- 9.2. in such cases, however, employees may be required to come into the office within two (2) hours after receiving notice to do so, in order to finish their shifts, and for future scheduled shifts until the issue is resolved.

Section 10. Reporting Location; Reporting to Locations Other Than Residence

- 10.1. Employees' current assigned reporting locations at the time they are deployed on WAH will continue to be their assigned normal reporting location for payroll and other purposes. All work schedules, Vacation Rosters, Overtime Rosters, etc. will be posted electronically.
- 10.2. No payment for mileage or travel allowance under applicable contract provisions will be made when the employee is directed to report to their assigned normal reporting location for meetings with their supervisor or training, or when the employee visits the location to pick-up work-related materials except that authorized travel time within the employee's scheduled tour will be paid.
- 10.3. An employee is required to notify their manager at least four weeks, provided there are no extenuating circumstances, in advance of any planned change of their local residence. A planned change that would prevent an employee from reporting to an available Company-designated work location within a ~~one (1) hour~~ **two (2) hours** time frame must be approved. A planned change of to a state (or other geographic location) in which the Company is not registered to do business requires senior-level management approval.
- 10.4. Employees may be required to report to Company or non-Company locations for purposes such as, but not limited to, supervisor meetings, training sessions and policy/practice coverage.
- 10.5. If practicable, participants will be given at least forty-eight (48) hours' notice in advance of the start time of such meetings, sessions, and the like.

Section 11. Supervisory Evaluation and Oversight

- 11.1 Supervisors will use the same methods and tools as are used in on-site operations to monitor and evaluate employee performance.
- 11.2. In addition, supervisors will maintain contact with employees through telephone, electronic, or other messaging, and home visits during scheduled hours may be conducted **with reasonable notice and for good reason.**
- 11.3. Any and all discipline meetings (including investigatory interviews and warnings which are

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to be documented in the personnel file, disciplinary action or discharge) shall be conducted with Union representation, unless the employee declines Union representation.

Section 12. Work Stoppage

- 12.1. In the event of a work stoppage, the work-at-home equipment in participants' homes may be deactivated and the employee may be required to return the equipment to a Company representative or location.

Section 13. New Hire Orientation

- 13.1 The Company will make WAH new hires available at the employee's assigned work location **or via Zoom/Teams** for New Hire Orientation for up to 30 minutes of paid time.

Section 14. Termination of Program

- 14.1 The Company may terminate the work-at-home arrangements, in whole or in part, at any time with reasonable notice to affected employees. In the event the Company plans to terminate work-at-home for any work group or groups, the Company will notify the Union and discuss its plans at least ~~30~~ **90** ~~60~~ days before the planned WAH termination date for such work group or groups.
- 14.2 When an employee's participation in the WAH program is terminated for any reason, the employee shall make the Company-supplied equipment available for pick-up by the Company within five (5) days of such termination.



SMC  
1/19/22

1/18/2022  
JG

## Construction Jobs

During 2021/2022 collective bargaining, the parties agreed to make jobs available in Construction, subject to the terms set forth below:

1. The Company will post and fill **ten (10) ~~eight (8)~~** positions internally in the job titles of Cable Splicer and/or Line/Splicer Technician. Within sixty (60) days of ratification of a new collective bargaining agreement, internal candidates will be identified in accordance with the CBA and current polling practices. The Company will determine whether the jobs will be in one or both of these job classifications, and if the jobs are posted in both classifications, the number of openings that will be made available in each such classification.
2. These job openings will be available for bid by employees, as follows:
  - a. First by selecting employees in the Sales and Service Technician job title ~~whose primary normal daily job function is Installation and Repair (“SSTs in I&R”).~~
  - b. ~~If there are insufficient successful applicants from the “SSTs in I&R” to fill the vacancies, the Company will consider other employees in the Sales and Service Technician job title.~~
  - c. If there are still insufficient **volunteers** ~~successful applicants~~ to fill the vacancies, the Company will open up the vacancies to all employees in the bargaining unit **who meet the minimum requirements.**
  - d. In each step above, the vacancies will be posted for a minimum of fourteen (14) consecutive calendar days. In no event will these positions be filled by new hires.
  - e. Applicants will be selected in accordance with the provisions of Article 10, Section 2-3.
3. At least **five** ~~four~~ of the jobs will be filled by June 30, 2022, and the remainder will be filled by December 31, 2022. If the positions are not filled through the process agreed upon above, the Company agrees to meet with the Union to discuss how to fill these positions. The Union and the Company acknowledge that due to vehicle and equipment shortages, there could be shortages that could cause delays to the filling of the vacancies. The parties agree to work together to address any difficulties in filling positions due to vehicle or equipment shortages.
4. During negotiations, the Union expressed concerns in regard to attrition by retirement or other means. **At their monthly Labor-Management meetings, the Company and will meet with the Union will identify any recently vacated positions on a semi-annual basis, or more frequently by mutual agreement, to** ~~the Company and will meet with the Union will identify any recently vacated positions on a semi-annual basis, or more frequently by mutual agreement, to~~ **and** discuss alternatives for the performance of work that had been performed by employees who leave their employment during the term of this Agreement.

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Frontier

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CWA

Frontier Communications  
CWA 1170 Negotiations  
Revised Proposal: Fleet Mechanic MOA  
January 16, 2022

*gmc*  
*1/19/22*

*[Signature]*  
*1/19/2022*  
*gp*

"Fleet Mechanic" role created and added to Table 1 wage schedule. Current incumbents to be promoted to the step on the schedule providing an increase and progressing thereafter per the Table 1 schedule. New hires to be placed on Garage Mechanic scale when hired where they will progress until they reach the top of that schedule and then progress to the Fleet Mechanic position thereafter.  
Stand on

8ML  
1/19/22  
Passed by  
Company  
1:07 pm  
1/18/2022  
TA  
JP

Frontier Communications  
CWA 1170 Negotiations  
Company Proposal: 11-02-11/01/2021  
MOA – Job Vacancies

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 2011-2021 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 2011-2021, 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.

1. 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.
2. The Company will notify the Union of a job vacancy or vacancies prior to posting the vacancy.
3. The Company will post the vacancy on the Company website: jobs.jobvite.com/Frontier-internal (subject to change); for 14 days.
4. The Union and the company agree that qualified internal candidates will be given priority consideration before external candidates are considered while remaining consistent with established past practices.

The posting trial will be only for purposes of notifying employees of job vacancies.

Frontier Communications  
CWA 1170 Negotiations  
Training Grievance Agreement  
Splicer Training

JML  
11/9/22

11/18/2022  
JP

**ONLY AVAILABLE AS PART OF A PACKAGE DEAL AS PRESENTED ON 11/19 – Rev3**

**December 3, 2021**

**Union Counter Proposal #2**

The union presented Grievance numbers (insert all) alleging that the Company had violated the spirit of the MOA entitled: Principles Governing Training. In essence, the Grievances allege that the Company denied training, in conflict with the language in the MOA which states that the Company shall not unreasonably deny. The company in initially denying said grievances rested on the language appearing at the end of the MOA which says: "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 Company and Union now wish to settle these open grievances in non-precedent setting fashion, by:

- Upon ratification of a new Collective Bargaining Agreement (CBA) agree to the terms set-out below
- Scheduling a minimum of ~~4~~ **5** training classes for Splicing over the life of the CBA.
- Two to held in 2022, one in 2Q2022 and another in 3Q2022, with the Company reserving the right to combine (back-to-back weeks) the training in either 2Q2022 or 3Q2022
- ~~Two~~ **Three** classes to be held in 2023, ~~one~~ **two** in 2Q2023 and another in 3Q2023, with the Company reserving the right to combine (back-to-back weeks) the training in either 2Q2023 or 3Q2023
- Classes sizes shall be limited 8 people and last 5 days
- Classes will cover print reading, fusion splicing, each student sets up ribbon splices individually using coyote cases

The Union acknowledges that this Agreement doesn't infer that the Company has any obligation to add (post) any positions that might utilize the training once completed, other than managing the business in it's ordinary course.