# Memorandum of Understanding between Frontier Southwest Incorporated

#### and

### Communications Workers of America, District 6

#### 2022/2023 NEGOTIATIONS FINAL SETTLEMENT AGREEMENT

This Memorandum of Understanding ("MOU") dated **March 9, 2023**, (which includes all of the attachments hereto) is agreed to by and between Frontier Southwest Incorporated (hereinafter referred to as the "Company" or "Frontier") and Communications Workers of America, District 6 (hereinafter referred to as the "Union" or "CWA"), in settlement of all items regarding 2022/2023 negotiations between the parties.

It is agreed that this MOU and the new collective bargaining agreement between the Company and the CWA shall become effective upon ratification, unless a different effective date is specifically stipulated herein, and shall remain in effect through 11:59 p.m. on August 1, 2026, when the collective bargaining agreement shall be subject to termination in accordance with Article 32. The new collective bargaining agreement shall consist of the provisions of the existing agreement, as modified by the applicable provisions of this MOU, but excluding any provisions that expire by their own terms and have not been specifically renewed. The provisions of this MOU will be incorporated into the collective bargaining agreement between the Company and the Union.

Unless the parties have specified different effective dates, the provisions of this MOU will be effective **upon ratification**, if, and only if, the Company receives from the Union, on or before **April 15**, **2023**, written notice that this MOU was ratified by the results of the voting in the bargaining units represented by the Union.

This MOU shall constitute a signed extension of the parties' collective bargaining agreements 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

agreements shall remain extended subject to the right of either party to terminate the extensions upon 30 calendar days' written notice to the other of its desire to do so.

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

For Frontier:

For Communications Workers of America:

Shaff Se

Rick A. Carpenter

**Director, Labor Relations** 

Dated: March 9, 2023

Tony Shaffer

Staff Representative

Dated: March 9, 2023



### **Final Tentative Agreement Package**

Texas CWA - CBAs 48, 55 and 113

March 8, 2023

It is understood that in the Final Tentative Agreement Package, all existing and new MOAs that we have TA'd which have an expiration date of August 2, 2025 will be modified to reflect an expiration date of August 1, 2026.

#### March 8, 2023 - Final Tentative Agreement Index

- 1) TA Frontier Proposal Texas CBA 113 Accretion into Core revision 2 7-21-2022
- 2) TA Frontier Proposal Texas CBA 55 Accretion to CBA 48 revision 2-7-2022
- 3) TA Union #1 Art 1 Union Recognition Amended 9-3-2022
- 4) TA Frontier Proposal #3 Business Attire rev4 9-28-2022
- 5) TA Frontier Package proposal #3 revised 9-28-2022
- 6) TA Frontier Package proposal #4 revised 9-26-2022
- 7) TA Frontier Counter to U13 Force Adjustment Boundaries 9-1-2022
- 8) TA Frontier Counter to U8 Letter LTD Open Enrollment 9-1-2022
- 9) TA Frontier Counter to U17 Texas Call Center Subcommittee 9-16-2022
- 10) TA Frontier Counter to U20 Cross Functional Work Sharing 9-16-2022
- 11) TA Joshua Schulze Safety Committee 8-26-2022
- 12) TA Frontier Counter to U2 Holidays revised 10-18-2022
- 13) TA Union #6 Authorized Absences revised 12-16-2022
- 14) TA Frontier Proposal #5 Employee Discounts 7-25-2022
- 15) TA TOTS MOA revised 2-16-2023
- 16) TA Frontier Proposal #8 Call Center Operations modified 2/16/2023
- 17) TA TAB LOU revised 2-16-2023
- 18) TA Frontier Proposal #1 Active Benefits revised 2/13/2023
- 19) TA Frontier Counter to U22 Article 9 Vacations 2-8-2023
- 20) TA Frontier Counter to U28 Retiree Life Insurance 2-8-2023
- 21) Frontier Proposal #2 WAH revised 3/2/2023
- 22) Frontier Proposal #7 Retirement Benefits revised 1-10-2023
- 23) Frontier Proposal #9 MOAs and Other Side Agreements updated 3-8-2023
- 24) Frontier Counter to U18 2015 Acquisition MOA 3-8-2023
- 25) Active Medical EE Contributions 2026 3-7-2023
- 26) Frontier Counter to U30 Wages 3-7-2023
- 27) FFI Jobs MOA 3-8-2023

- 28) Frontier Proposal EISP MOA 3-7-2023
- 29) Frontier Proposal Article 32 Duration 3-7-2023
- 30) Frontier Counter to U31 GPS-TMS MOA 3-7-2023



7/22/2022 TA 4:03pm RC 7/22/2022

2022 Texas CWA Negotiations Revision 2: July 21, 2022

4:03 pm

#### MEMORANDUM OF AGREEMENT

#### between

#### FRONTIER SOUTHWEST INCORPORATED

and

#### COMMUNICATIONS WORKERS OF AMERICA, LOCAL UNION 6171

# ACCRETION OF EMPLOYEES IN FRONTIER SUPPLY CHAIN SERVICES (TEXAS) - CBA #113 INTO THE TEXAS CORE AGREEMENT - CBA #48

Frontier Southwest Incorporated and the Communications Workers of America (CWA) Local Union 6171 hereby enter into this Memorandum of Agreement pertaining to CWA represented employees in Texas who are covered by the Supply Chain Services (Texas) and "Core" Collective Bargaining Agreements between Frontier and CWA Local Union 6171 that were acquired by Frontier in 2016.

The parties agree to the following:

- Effective on the date of ratification, all Supply Chain Services employees covered by CBA #113 (Refer to Exhibit A for a current list of Supply Chain Services employees) will be accreted into the "Core" Agreement – CBA #48 in their current job title/classification and corresponding wage schedule (Exhibit I).
- 2. In addition to the job titles/classifications and wage schedules of the current Supply Chain Services employees, the following provisions of the Supply Chain Services CBA #113 will be incorporated into CBA #48 and will continue to apply to the employees transferred into CBA #48 and any employees subsequently placed or hired into the job titles in Exhibit I, and to the work of the job titles in Exhibit I. These provisions will supersede any CBA #48 provision that is similar to or would conflict with these Supply Chain Services provisions:
  - a. Article 1 Recognition
  - b. Article 16 Force Adjustment

Note: This means that in the event of a force adjustment affecting the job titles in Exhibit I, employees in all of the other job titles covered by CBA 48 would not be impacted by the force adjustment. Similarly, in the event of a force adjustment under Article 17 of CBA 48, employees in the job titles of Exhibit I would not be impacted by the force adjustment.

- c. Article 28 Contract Work
- d. The Business Attire MOA in CBA #48, paragraph 5., will have the word "technicians" changed to "employees" and the CBA #113 employees will be entitled to the work boot allowance.





2022 Texas CWA Negotiations Revision 2: July 21, 2022

- 3. For Accredited Service and Seniority purposes, the Accredited Service and Seniority recognized for Supply Chain Services employees under the Supply Chain Services CBA #113 shall be recognized under CBA #48.
- 4. Because CBA #113 will no longer exist all future new hires and new titles introduced into the bargaining unit expressly fall under CBA 48.
- This MOA itself will be placed in CBA# 48.

Frontier Southwest Incorporated	Communications Workers of America
***************************************	
Rick A. Carpenter Director Labor Relations	Tony Shaffer Staff Representative





RC

2022 Texas CWA Negotiations Revision 2: July 21, 2022

### ARTICLE 1 RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining agent for all hourly paid employees eligible for Union membership and whose authorized job titles are listed in Exhibit 1 of these Agreements, excluding all other employees, guards, supervisors as defined by the Act, and confidential employees as agreed to by the parties in the following Texas counties:

Bowie Hays Brazos Hidalgo Brown **Hopkins** Collin Moore Dallas Nueces Denton Tarrant Freestone Terry Galveston Tom Green Travis Gregg Harris Williamson

- 1.2 These Agreements shall be binding upon the successors and assigns of the Company and no provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of the Company or by any change in the ownership or management thereof.
- 1.3 The Company will notify the Union of the name(s) of all persons hired within seven (7) days of the date of hire.





RC

2022 Texas CWA Negotiations Revision 2: July 21, 2022

# ARTICLE 16 FORCE ADJUSTMENT

16.1 Should the Company determine that a reduction in work time is necessary due to adverse economic conditions or other reasons, it shall make effective such reduction among employees within the same job classification and subject to the following conditions:

The Company and the Union shall meet to discuss any unique circumstances relating to the pending force adjustment.

- 16.1.1 Contractors, temporary employees, and regular part-time employees in the same job classification and headquarters location to be reduced will be terminated. Notice will be sent to the Union in advance of the effective date.
- 16.1.2 If, after making the adjustments required in 16.1.1, conditions require a further reduction in force, the Company will provide the Union with a fifteen (15) day notice of the number of employees by job classification and headquarters location to be reduced. The layoff will proceed as follows:
  - 16.1.2.1 Affected employees will be offered, by seniority, any vacancy for which he/she can qualify under Article 13.
  - 16.1.2.2 Layoff will be in inverse order of seniority by job classification.
  - 16.1.2.3 An employee who is to be laid off shall first have the right to claim the job of the least senior employee within forty-five (45) miles of his/her current headquarters location in the same job classification or a job classification previously held.
  - 16.1.2.4 An employee who is to be laid off, whose job classification is listed in the job families below, shall have the right to claim the job of the least senior employee in a lower job classification within forty-five (45) miles of his/her current headquarters location according to the following job families, as long as the employee is capable of performing the job with minimal refamiliarization.

Electronic Technician II Electronic Technician Repair Specialist





RC

2022 Texas CWA Negotiations Revision 2: July 21, 2022

Assembler

Metrology Technician II Metrology Technician Repair Specialist Assembler

INTEGR Technician II INTEGR Technician Repair Specialist Assembler

Material Handler/Material Processor Assembler

- 16.1.2.5 If the affected employee is not able to bump under 16.1.2.3 or 16.1.2.4, the employee shall have the right to claim the job of the least senior employee forty-five (45) miles or more from his/her current headquarters location in the same job classification or a job classification previously held.
- 16.1.2.6 Following adjustments in 16.1.2.5, an employee who is to be laid off, whose job classification is listed in the job families above, shall have the right to claim the job of the least senior employee in a lower classification forty-five (45) miles or more from his/her headquarters location according to job families listed above, as long as the employee is capable of performing the job with minimal refamiliarization.
- 16.1.3 Employees who bump under 16.1.2.3, 16.1.2.4, 16.1.2.5 or 16.1.2.6, who are not able to immediately perform the job with minimal refamiliarization will be laid off with recall rights to the job held when the layoff occurred.
- 16.1.4 An employee who refuses options under 16.1.2.3 or 16.1.2.4 shall not be eligible for layoff allowance.
- 16.2 An employee who has not been declared surplus may volunteer to replace an employee with less seniority identified for layoff within the same job classification. The senior volunteer will be laid off and receive the junior employee's layoff allowance under Article 17.





2022 Texas CWA Negotiations Revision 2: July 21, 2022

# ARTICLE 28 CONTRACTING WORK

28.1 The Company recognizes and acknowledges the rights of its employees to perform its work and agrees not to contract work out in such a way as to currently and directly cause layoffs of present employees. The Company will notify the Union of any contract or temporary employee who remains on the property more than seven (7) days.





RC

2022 Texas CWA Negotiations Revision 2: July 21, 2022

### **EXHIBIT 1**

### **Supply Chain Services**

Wage Schedule 1				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$12.19	\$12.43	\$12.68	\$12.93
6 Mo.	\$13,18	\$13.44	\$13.71	\$13.98
12 Mo.	\$14.21	\$14.49	\$14.78	\$15.08
18 Mo.	\$15.33	\$15.64	\$15.95	\$16.27
Тор	\$16.56	\$16.89	\$17.23	\$17.57

Job Titles: ASSEMBLER

Wage Schedule 2				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$13.02	\$13.28	\$13.55	\$13.82
6 Mo.	\$15.01	\$15.31	\$15.62	\$15.93
12 Mo.	\$16.15	\$16.47	\$16.80	\$17.14
18 Mo.	\$17.40	\$17.75	\$18.11	\$18.47
24 Mo.	\$18.70	\$19.07	\$19.45	\$19.84
30 Mo.	\$20.08	\$20.48	\$20.89	\$21.31
36 Mo.	\$21.62	\$22.05	\$22.49	\$22.94
42 Mo.	\$23.20	\$23.66	\$24.13	\$24.61
Тор	\$24.97	\$25.47	\$25.98	\$26.50

Job Titles: INVENTORY SUPPORT CLERK

**SERVICE ASSOCIATE** 





RC

2022 Texas CWA Negotiations Revision 2: July 21, 2022

#### **EXHIBIT 1**

Wage Schedule 3				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$13.51	\$13.78	\$14.06	\$14.34
6 Mo.	\$15.70	\$16.01	\$16.33	\$16.66
12 Mo.	\$16.93	\$17.27	\$17.62	\$17.97
18 Mo.	\$18.34	\$18.71	\$19.08	\$19.46
24 Mo.	\$19.81	\$20.21	\$20.61	\$21.02
30 Mo.	\$21.40	\$21.83	\$22.27	\$22.72
36 Mo.	\$23.11	\$23.57	\$24.04	\$24.52
42 Mo.	\$24.97	\$25.47	\$25.98	\$26.50
Тор	\$27.00	\$27.54	\$28.09	\$28.65

Job Titles: ADMINISTRATIVE ASSISTANT
CUSTOMER SERVICE REPRESENTATIVE
INVENTORY CONTROL CLERK

Wage Schedule 4				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$14.55	\$14.84	· \$15.14	\$15.44
6 Mo.	\$16.91	\$17.25	\$17.60	\$17.95
12 Mo.	\$18.33	\$18.70	\$19.07	\$19.45
18 Mo.	\$19.75	\$20.15	\$20.55	\$20.96
24 Mo.	\$21.36	\$21.79	\$22.23	\$22.67
30 Mo.	\$23.09	\$23.55	\$24.02	\$24.50
36 Mo.	\$24.96	\$25.46	\$25.97	\$26.49
42 Mo.	\$26.98	\$27.52	\$28.07	\$28.63
Тор	\$29.13	\$29.71	\$30.30	\$30.91

Job Titles: MATERIAL HANDLER

MATERIAL PROCESSOR





2022 Texas CWA Negotiations Revision 2: July 21, 2022

#### Exhibit 1

Wage Schedule 5				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$15.64	\$15.95	\$16.27	\$16.60
6 Mo.	\$17.01	\$17.35	\$17.70	\$18.05
12 Mo.	\$18.50	\$18.87	\$19.25	\$19.64
18 Mo.	\$20.16	\$20.56	\$20.97	\$21.39
24 Mo.	\$21.93	\$22.37	\$22.82	\$23.28
30 Mo.	\$23.90	\$24.38	\$24.87	\$25.37
36 Mo.	\$26.02	\$26.54	\$27.07	\$27.61
42 Mo.	\$28.31	\$28.88	\$29.46	\$30.05
Тор	\$30.84	\$31.46	\$32.09	\$32.73

Job Titles: ELECTRONIC TECHNICIAN INTEGR TECHNICIAN

Wage Schedule 6				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$16.05	\$16.41	\$16.74	\$17.07
6 Mo.	\$18.80	\$19.23	\$19.61	\$20.00
12 Mo.	\$20.47	\$20.93	\$21.35	\$21.78
18 Mo.	\$22.32	\$22.83	\$23.29	\$23.76
24 Mo.	\$24.32	\$24.86	\$25.36	\$25.87
30 Mo.	\$26.50	\$27.10	\$27.64	\$28.19
36 Mo.	\$28.90	\$29.55	\$30.14	\$30.74
42 Mo.	\$31.49	\$32.20	\$32.84	\$33.50
Тор	\$34.32	\$35.09	\$35.79	\$36.51

Job Titles: ELECTRONIC TECHNICIAN II

INTEGR TECHNICIAN II
METROLOGY TECHNICIAN





2022 Texas CWA Negotiations Revision 2: July 21, 2022

### Exhibit 1

Wage Schedule 7				
•	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$17.43	\$17.78	\$18.14	\$18.50
6 Mo.	\$19.10	\$19.48	\$19.87	\$20.27
12 Mo.	\$20.86	\$21.28	\$21.71	\$22.14
18 Mo.	\$22.82	\$23.28	\$23.75	\$24,23
24 Mo.	\$24.97	\$25.47	\$25.98	\$26.50
30 Mo.	\$27.32	\$27.87	\$28.43	\$29.00
36 Mo.	\$29.86	\$30.46	\$31.07	\$31.69
42 Mo.	\$32.68	\$33.33	\$34.00	\$34.68
Тор	\$35.75	\$36.47	\$37.20	\$37.94

Job Titles: METROLOGY TECHNICIAN II

Wage Schedule 8				
	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$14.65	\$14.94	\$15.24	\$15.54
6 Mo.	\$16.05	\$16.37	\$16.70	\$17.03
12 Mo.	\$17.58	\$17.93	\$18.29	\$18.66
18 Mo.	\$19.23	\$19.61	\$20.00	\$20.40
24 Mo.	\$21.05	\$21.47	\$21.90	\$22.34
30 Mo.	\$23.06	\$23.52	\$23.99	\$24.47
36 Mo.	\$25.23	\$25.73	\$26.24	\$26.76
42 Mo.	\$27.62	\$28.17	\$28.73	\$29.30
Top	\$30.21	\$30.81	\$31.43	\$32.06

Job Titles: TRUCK DRIVER





RC

2022 Texas CWA Negotiations Revision 2: July 21, 2022

#### **EXHIBIT A**

NAME	TITLE
BERMUDEZ, STEVEN L	MATERIAL HANDLER
BURCH, ROBERT	MATERIAL HANDLER
ELLARD, JENNY	MATERIAL HANDLER
GOMEZ, ADRIAN I	MATERIAL HANDLER
HENDERSON, IAN S	MATERIAL HANDLER
HERRERA, WILLIAM	MATERIAL HANDLER
JACKSON, JAMES E	MATERIAL HANDLER
KIRBY, JEFFREY R	MATERIAL HANDLER
KRAUS, HELEN H	MATERIAL HANDLER
LOPEZ SR, HUMBERTO M	MATERIAL HANDLER
MORGAN, CHARLES E	MATERIAL HANDLER
MORRIS, ALIX H	MATERIAL HANDLER
SILVA CANTU, CATARINA M	MATERIAL HANDLER
STEELE, DOUGLAS A	MATERIAL HANDLER
TORRES, IRASEMA G	MATERIAL HANDLER
WILKINSON, KENNETH R	MATERIAL HANDLER
WYATT, ALAN K	MATERIAL HANDLER



7/22/2022 4#48 7/22/2022 2022 Texas CWA Negotiations Revised: July 20, 2022 CST

### FRONTIER PROPOSAL **ACCRETION OF CBA #55 EMPLOYEES INTO CBA #48**

### MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA.

### ACCRETION OF EMPLOYEES IN FRONTIER (TEXAS) - CBA #55 INTO THE TEXAS CORE AGREEMENT -- CBA #48

Frontier Southwest Incorporated and the Communications Workers of America (CWA) hereby enter into this Memorandum of Agreement pertaining to CWA represented employees in Texas who are covered by CBA #55 and CBA #48 Collective Bargaining Agreements between Frontier and CWA that were acquired by Frontier in 2016.

The parties agree to the following:

- 1. Effective on the date of ratification, all employees covered by CBA #55 (Refer to Exhibit A for a current list of covered employees) will be accreted into the "Core" Agreement - CBA #48 in their current job title/classification and corresponding wage schedule (Exhibit I).
- 2. In addition to the job titles/classifications and wage schedules covering employees in CBA #55, the following provisions of CBA #55 will be incorporated into CBA #48 and will continue to apply to the employees transferred into CBA #48 and any employees subsequently placed or hired into the job titles in Exhibit I, and to the work of the job titles in Exhibit I. These provisions will supersede any CBA #48 provision that is similar to or would conflict with these provisions:
  - a. Article 1 Recognition
  - Article 12 Work Schedules, Tours and Overtime Sections 12.1, 12.2, 12.4, 12.5, 12.5.1.1, 12.6, 12.7, 12.8, 12.9, 12.11

Note: Consistent with CBA 48 - For those hours actually worked in excess of fifty-five (55) hours (absent paid time not included) during the calendar week, employees will receive payment at double the regular wage rate.

- c. Article 13 Wage Administration
- d. Article 17 Force Adjustment

Note: This means that in the event of a force adjustment affecting the job titles in Exhibit I, employees in all of the other job titles covered by CBA 48 would not be impacted by the force adjustment. Similarly, in the event of a force adjustment under Article 17 of CBA 48, employees in the job titles of Exhibit I would not be impacted by the force adjustment.





RL

2022 Texas CWA Negotiations Revised: July 20, 2022

- e. Article 19 Contract Work
- f. Article 20 Holidays; add an additional Floating Holiday (totaling 7)
- g. Pension Benefits MOA (CBA 48 MOA will apply. Housekeeping name change to "Frontier Communications Pension Plan")
- h. Lump Sum in Lieu of Wages MOA (No Changes)
- i. Drug and Alcohol MOA (housekeeping to remove references to Verizon)
- . Prevailing Wages LOA
- 3. For Accredited Service and Seniority purposes, the Accredited Service and Seniority recognized for employees covered by CBA #55 shall be recognized under CBA #48.
- 4. Because CBA #55 will no longer exist all future new hires and new titles introduced into the bargaining unit expressly fall under CBA 48.
- This MOA will be placed in CBA 48.

Frontier Southwest Incorporated	Communications Workers of America
Rick A. Carpenter Director Labor Relations	Tony Shaffer Staff Representative
Date	Date





RC

2022 Texas CWA Negotiations Revised: July 20, 2022

### ARTICLE 1 UNION RECOGNITION

1.1 The Company recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours, or other conditions of employment for all employees of the Company in the classifications listed in the wage schedules and all future technical employees whose work would compare to the work being performed by those employees covered by the wage schedules except supervisory employees, professionals and managerial employees, guards, and confidential employees as defined in the Labor-Management Relations Act, as amended, and such other employees as may be excluded from time to time by mutual agreement of the Company and the Union.

# WORK SCHEDULES, TOURS AND OVERTIME

#### **Work Schedules**

- A normal work day shall consist of eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m. excluding a one-half (½) hour or one (1) hour lunch period during the middle of the work day. However, it is understood that the Company will assign other tours only to the extent that the business requires it.
- 12.2 The normal work week shall consist of forty (40) hours within five (5) consecutive calendar days with two (2) consecutive days off.
- 42.3 Alternate work week (four ten-hour days) may be utilized. See Memorandum of Agreement "Four Day Work Week."
- 12.4 The Company shall provide seven (7) calendar days notice to the employee prior to a change in schedule.





KC

2022 Texas CWA Negotiations Revised: July 20, 2022

### Overtime

- Time worked in excess of the daily work period of eight (8) hours (and/or ten (10) hours in the case of a four (4) day work week) and in excess of the normal work week of forty (40) hours shall be paid at the rate of one and one-half (1½) times the employee's basic rate for hours worked.
  - When such evertime worked exceeds twenty (20) hours in a calendar week (excluding hours worked on Sundays), compensation for such evertime worked in excess of those twenty (20) hours in that week shall be paid at the rate of two (2) times the basic hourly rate.
    - 12.5.1.1 Effective September 30, 2007, hours worked on Sunday will count toward the weekly overtime eligibility calculation of two (2) times the basic hourly rate.
- 12.6 Sunday Work -- all work performed on Sunday shall be paid for at the rate of one and one-half (1½) times the employee's basic rate for each hour worked.
- 12.7 Employees will work overtime as required by the Company. It is understood that whenever possible the Company will be reasonable in assigning overtime work.
  - 12.7.1 The Company will divide overtime equally among employees qualified to perform such work to the extent practicable. When an employee refuses overtime work, he will be credited with the same number of hours as the employee or employees who did work.
- 12.8 Nothing in this Article shall require or permit the pyramiding of premium pay.
- An employee shall not be required to take time off during the week to offset overtime worked.





2022 Texas CWA Negotiations Revised: July 20, 2022

#### Breaks

12.10 The Company will make a reasonable effort to provide a fifteen (15) minute break during each four (4) hour work period subject to the needs of the business.

#### **Inclement Weather**

12.11 Supervisors will take weather into consideration when assigning work. On scheduled tours when employees report for duty and, because of inclement weather, are unable to perform their regular duties, they shall be assigned such other work as is available.

### ARTICLE 13 WAGE ADMINISTRATION

- 13.1 The Company shall have the right to determine the amount of wage credit for new employees who possess experience or training which qualify those individuals for rates of pay greater than the specified starting rates.
- 13.2 Employees transferring to a higher-rated position will be paid at the next higher wage rate on the new schedule above the employee's present rate.
- 13.3 Employees transferring to lower-rated positions will be paid at the rate that is equal to or the next rate lower than the employee's present rate of pay.

#### **ARTICLE 17** FORCE ADJUSTMENT

17.1 Whenever lack of available work makes it necessary for the Company to lay off employees, it shall make effective such reduction among employees by job classification and work location subject to the following conditions:



RL

2022 Texas CWA Negotiations Revised: July 20, 2022

- 17.1.1 Contractors and temporary employees in the same job classification and work location shall be terminated before part-timing or laying off of regular employees.
- 17.1.2 If, after making the adjustments required in 17.1.1, conditions require further force adjustments, the Company will provide the Union with fifteen (15) days notice of the number of employees by job classification to be reduced.
- 17.1.3 Layoffs and/or part-timing shall be in inverse order of seniority by job classification and work location. Bumping shall be confined to work location(s) within the state where the force adjusted employee is located. Bumping into a higher job classification shall not be allowed.
  - 17.1.3.1 Based on seniority, an employee may bump another employee with the least seniority in a job classification previously held so long as the employee is physically able and qualified to perform the job with minimal time for refamiliarization.
  - 17.1.3.2 An employee whose position is identified for reduction shall have the right to displace the least senior employee at the same or lower level as indicated below, as long as the employee is capable of performing the job with minimal time for refamiliarization. No more than ten percent (10%) of any single classification will be displaced as the result of lateral bumping.
    - Data Network Technician
    - Communications Technician
    - Wiring Technician
  - 17.1.3.3 Employees who bump into jobs and are not capable of performing the job with minimal refamiliarization will be laid off with recall rights only for the job the employee held when the layoff occurred.



RL

2022 Texas CWA Negotiations Revised: July 20, 2022

- Employees who are laid off will be recalled in the same jobs or in other jobs which they are qualified to perform in order of seniority, highest to lowest, and by work location. The Company shall not hire any new employees until it has offered recall, by registered letter mailed to the last mailing address (known to the Company), to all employees laid off during the prior two (2) years in the same work location provided that, in the judgment of management, the laid off employees have sufficient qualifications to fill the jobs the Company has available and provided they have incurred no physical impairment that would prevent their performing the work.
  - 17.2.1 A laid off employee will have five (5) working days after receipt of the letter to indicate acceptance of the job and be willing to report no more than two (2) weeks after receipt of the letter.
  - 17.2.2 If an employee does not accept a job offered, the Company will consider that the employee has voluntarily resigned and the Company will have no further obligation to the employee.
  - 17.2.3 Upon recall by the Company, laid off employees who return within two (2) years from the date of their layoff shall be returned to the same seniority date and accredited service status as held at the time of layoff. After two (2) years, a laid off employee will be terminated and will have no further recall rights.
- 17.3 Employees may reject a Company offer of employment without jeopardizing their seniority when such an offer is for a temporary period or in a lower job classification than was previously held by the employee.
  - 17.3.1 Any temporary time worked by a laid off employee shall be added to his recall period.
- 17.4 If a recalled employee is assigned to essentially the same type of work as at time of layoff, he shall be paid at the rate then in effect for that assignment and in accordance with his seniority. If he is recalled to a different job, the rate of pay shall be determined according to Article 13.1 of the Agreement.
- 17.5 Regular employees, having one (1) year or more of accredited service, who refuse a forced transfer beyond sixty (60) miles or suffer loss of employment because of technological change such as dial conversion or force adjustment, shall be paid a termination allowance based on the employee's accredited service and basic wage rate at the time of separation.



26

2022 Texas CWA Negotiations Revised: July 20, 2022

### ARTICLE 19 CONTRACT LABOR

19.1 Except as limited by specific language of this contract, nothing else shall limit the Company in the employment of such contract labor as, in the discretion of the Company, may become necessary for the proper construction, installation, removal and maintaining of communications facilities. However, the Company shall not enter into any contractual arrangement for the construction, installation, removal and/or current maintaining of plant facilities which may result in the layoff or part-timing of its employees.

# ARTICLE 20 HOLIDAYS

20.1 Authorized holidays with pay at straight time rates are as follows:

New Year's Day
Independence Day
Thanksgiving Day
Floating Holidays (7)

Memorial Day
Labor Day
Day after Thanksgiving
Christmas Day

- 20.1.1 One (1) additional Floating Holiday will become effective January 1, 2008.
- 20.1.2 Employees hired after June 1 shall qualify for only three (3) floating holidays during the first calendar year.
- 20.1.3 In the event of termination (voluntary or involuntary) any untaken holidays (Company designated or floating) will not be paid out to the employee.
- 20.1.4 Employees may elect to take up to three (3) Floating Holidays in increments of two (2) hours.
- 20.2 When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday. When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.





RL

2022 Texas CWA Negotiations Revised: July 20, 2022

- 20.3 When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be provided.
- Time worked on a holiday or a day observed as a holiday shall be paid at the rate of one and one-half (1½) times the employee's basic rate.
  - 20.4.1 Hours worked in addition to eight (8) will be compensated at the rate of two and one-half (2½) times the regular rate.
- 20.5 In those calendar weeks during which an authorized holiday is observed, either time worked or time not worked on an authorized holiday shall be considered as work time.
- 20.6 Part-time employees who are regularly scheduled twenty (20) hours or more per week are eligible for holiday pay based on their normal work week.
- 20.7 Holiday allowances will not be paid to employees receiving Sickness Disability, Workers Compensation, on layoff or leave of absence or when an employee is absent during the last half of the scheduled tour before the holiday or the first half of the first scheduled tour after the holiday, unless excused by management.



RL

2022 Texas CWA Negotiations Revised: July 20, 2022

#### MEMORANDUM OF AGREEMENT

#### between

#### FRONTIER SOUTHWEST INCORPORATED

#### and

#### COMMUNICATIONS WORKERS OF AMERICA

#### **LUMP SUM IN LIEU OF WAGES**

- Verizon Enterprise Delivery LLC and Communications Workers of America agree to modify the Plan for Hourly-Paid Employees' Pensions and the GTE Hourly Savings Plan. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury. Therefore, the modifications will be effective as soon as administratively feasible, contingent upon receipt of necessary approvals.
- 2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions (Frontier to provide for lump sum payments in lieu of wages to be included in Monthly Compensation for pension purposes.
- 3. Specific language will be prepared to modify the present GTE Hourly Savings Plan to provide for lump sum payments in lieu of wages to be included in Compensation for savings plan contributions.
- This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.
- 5. This Memorandum of Agreement is effective on **August 5**, **2018**, and shall expire on **August 6**, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **August 6**, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.





RL

2022 Texas CWA Negotiations Revised: July 20, 2022

Frontier Southwest Inc.	Communications Workers of America
Rick Carpenter Director – Labor Relations	Tony Shaffer CWA Representative
Date	Date



RU

2022 Texas CWA Negotiations Revised: July 20, 2022

#### **MEMORANDUM OF AGREEMENT**

between

#### **VERIZON ENTERPRISE DELIVERY LLC**

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### DRUG AND ALCOHOL POLICY

Frontier Southwest Incorporated and the Communications Workers of America agree to continue a Drug and Alcohol Policy. The Company and Union are committed to maintaining a workplace that is safe and free from drugs or alcohol and the Company is obligated to comply with the requirements of federal, state and local laws.

The following represents the understanding of the parties concerning the implementation of the Policy.

- When, in the opinion of a **Frontier** supervisor, good reason has been established that an employee may have violated any of the restrictions of the Policy, the Company will require that the observations that result in the requirement for drug and/or alcohol screening be documented in writing by the management employee(s) who make(s) the observations. Good reason to pursue reasonable suspicion testing should be based on first-hand, specific, current observations concerning the appearance, behavior, speech or body odors of the employee. It is not the intent of the Policy to require a drug/alcohol screen as a result of a performance problem(s) in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
- The Company acknowledges that employees will have the right to Union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.



RL

2022 Texas CWA Negotiations Revised: July 20, 2022

- 3. The Company agrees to delete the portion of the consent form that reads: "I hereby release **Frontier**, its employees, and any such designated institution or person from any liability resulting from the medical procedures outlined above."
- 4. At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for re-test at the request of the employee and/or the Union as described below.
- The Company agrees that the employee who tests positive on both the 5. screen and the confirmation test will have the option to request the additional specimen be released to a certified lab to be re-tested. If there is no second specimen, a portion of the remaining specimen will be made available for re-test. The Company responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. The Union or the employee must make this request within ten (10) working days from the date the original test result is provided to the employee. It is understood that the employee and/or the Union are responsible to arrange for the test and all associated additional cost. The results of this re-test will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company. It is also understood that in some small percentage of the cases, it is possible that there may not be enough of the specimen remaining to re-test.
- 6. It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.
- 7. It is agreed that an employee who tests positive on the first occasion will not be terminated as a result of this first test, unless surrounding the incident that resulted in the requirement for the test there are other performance or behavior problems that warrant discharge.
- In the case of a positive test result, the employee will be so advised by Company's Medical Review Officer (MRO) on a confidential basis, prior to the reporting of the results so that the employee shall have the right to discuss and explain the results and to advise the MRO of any medication prescribed by the employee's physician that may have affected the results of the test.



RC

2022 Texas CWA Negotiations Revised: July 20, 2022

- 9. The Company agrees that the drug screen will be "forensic quality".
- 10. The Company agrees to provide information to employees concerning the Employee Assistance Program (EAP) and/or the availability of public and private drug treatment counseling, rehabilitation and other drug and alcohol abuse treatment programs.
- 11. The Company agrees that an employee will not be subject to unannounced testing beyond one year as a result of the post treatment provisions of the policy.
- 12. It is not the intent of the policy to require drug or alcohol screening after an accident (in which no death occurs) as a result of behavior that can clearly be attributed to the accident alone.

This Memorandum of Agreement shall become effective on **August 6, 2022**, and shall automatically continue in full force and effect.

Frontier Southwest Inc.	Communications Workers of America				
Rick Carpenter Director – Labor Relations	Tony Shaffer CWA Representative				
Date	Date				





RL

2022 Texas CWA Negotiations Revised: July 20, 2022

#### LETTER OF AGREEMENT

between

#### FRONTIER SOUTHWEST INCORPORATED

and

### COMMUNICATIONS WORKERS OF AMERICA

#### **PREVAILING WAGES**

In the course of doing business, the Company may bid on or acquire business that has prevailing wage provision included in the contract between the Company and the customer. In the event our current wage package does not meet the prevailing wage set forth, the Company will pay to the employee any increase between the normal Company rate of pay and the prevailing wage rate. When necessary, payments will be made to employees assigned to the project for the period of time they are actually assigned to such duty.

Frontier Southwest Incorporated	Communications Workers of America			
Rick Carpenter Director – Labor Relations	Tony Shaffer CWA Representative			
Date	Date			

Page 15 of 18





RL

2022 Texas CWA Negotiations Revised: July 20, 2022

### Exhibit 1

#### Wage Schedule 4

	Current	8/5/2018	8/4/2019	8/2/2020	8/8/2021	
Start	\$22.05	\$22.55	\$23.00	\$23.46	\$23.93	
6 Mo.	\$23.11	\$23.63	\$24.10	\$24.58	\$25.07	
12 Mo.	\$24.24	\$24.79 \$25.29		\$25.80	\$26.32	
18 Mo.	\$25.41	\$25.98	\$26,50	\$27.03	\$27.57	
24 Mo.	\$26.63	\$27.23	\$27.77	\$28.33	\$28.90	
30 Mo.	\$27.92	\$28.55	\$29.12	\$29.70	\$30.29	
36 Mo.	\$29.28	\$29.94	\$30.54	\$31.15	\$31.77	
42 Mo.	\$30.67	\$31.36	\$31.99	\$32.63	\$33.28	
48 Mo.	\$32.15	\$32.87	\$33.53	\$34.20	\$34.88	
54 Mo.	\$33.72	\$34.48	\$34.48 \$35.17 \$3		\$36.59	
Тор	\$35.34	\$36.14	\$36.86	\$37.60	\$38.35	

Job Titles:

**Communications Technician** 



RU

2022 Texas CWA Negotiations Revised: July 20, 2022

### Exhibit 1

### Wage Schedule 5

	Current	8/5/2018	8/4/2019	8/2/2020	<b>8/8/2021</b> \$23.10	
Start	\$21.29	\$21.77	\$22.21	\$22.65		
6 <b>M</b> o.	\$22.65	\$23.16	\$23.16 \$23.62 \$24.09		\$24.57	
12 Mo.	\$24.11	\$24.65	\$24.65 \$25.14 \$25.64		\$26.15	
18 Mo.	\$25.64	\$26.22	\$26.74	\$27.27	\$27.82	
24 Mo.	\$27.31	\$27.92	\$28.48	\$29.05	\$29.63	
30 Mo.	\$29.06	\$29.71	\$30.30	\$30.91	\$31.53	
36 Mo.	\$30.95	\$31.65	\$32.28	\$32.93	\$33.59	
42 Mo.	\$32.95	\$33.69	\$34.36	\$35.05	\$35.75	
48 Mo.	\$35.07	\$35.86 \$36.58 \$		\$37.31	\$38.06	
54 Mo.	\$37.32	\$38.16 \$38.92 \$39.70		\$39.70	\$40.49	
Тор	\$39.73	\$40.62	\$41.43	\$42.26	\$43.11	

Job Titles:

Data Technician





RL

2022 Texas CWA Negotiations Revised: July 20, 2022

### **EXHIBIT A**

Donnie Brewer
Benito Garza
Richard Hayes
Brian Perez
Franklin Rasco
Kelly Simpson
Data Technician
Data Technician
Data Technician
Data Technician
Data Technician
Data Technician

Francisco Aguirre
Joseph Carter
Lee Christensen
Oscar Mendez
Kevin Moon
Communications Technician
Communications Technician
Communications Technician
Communications Technician

Union	Proposa	il #1	Am	ended	September	r 3,	2022
Date: .	July 22,	2022	via	email			
Time:							

TA 4102 9/4/2022 TS RC

#### **Article 1 Union Recognition**

Section 4. Introduction of Stewards

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



### Frontier Proposal #3 Business Attire

TA RC 11:07 am 9-28-22

2022 Texas CWA District 6 Negatistions Revision 4: September 28, 2022

Modify the Business Attire MOA in CBA 48, as follows:

#### MEMORANDUM OF AGREEMENT

between

#### FRONTIER SOUTHWEST INCORPORATED

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### **BUSINESS ATTIRE**

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

- 1. Employees designated to participate in the Company's uniform program will be allowed to order the following number of items annually, and on an "as needed" basis:
  - a) 4 hats
  - b) 1 Jacket
  - c) 7 Shirts (any combination of polo, long-eleeve work shirt, short-sleeve work shirt)
  - d) If uniform pants and shorts are issued as part of the program, 7 pants and 7 shorts

Uniform pants will not be previded. If uniform pants and shorts are not issued by the Company, Eemployees will be permitted to wear jeans, Carhartt, Dickies, or the like; jeans and other pants must be presentable, have no rips or tears, and pose no safety risk. The wearing of shorts will be based on management approval for the particular area.

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

- Employees who are required to participate in the Business Attire Program will wear approved Business Attire each day the employee is assigned to work. Uniforms will be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees, except as permitted by federal labor law.
  - a. On Thursdays, employees will be permitted to wear a collared red shirt with only the CWA name/logo.

Page 1 of 2



TA RC TS

### Frontier Proposal #3 Business Attire

2022 Texas CWA District 6 Negotiations Revision 4: September 28, 2022

- 3. Shirts may be ordered with or without the Union logo on the sleeve.
- 4. The employee will be responsible for the cleaning and continued upkeep of the Business Attire items.
- Commencing in October 2018, the Company will provide an allowance of \$125 every other
  year towards the purchase of work boots by technicians employees whose jobs require
  special footwear meeting applicable safety standards and requirements.
- 6. The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. These modifications could include, but are not limited to, change from company provided to annual stipend or rental, vendors and catalog options. The provisions of the MOA have been entered into in good faith and it is not the Company's intent to arbitrarily modify or eliminate any features of the plan during the term of this Agreement. The Company will discuss any modifications to this Program with the Union prior to Implementation. These discussions will be designed to provide the rationale and receive input from the Union of the modifications being contemplated.
- It is further expected that all employees will exercise good judgment and common sense in projecting the proper professional image appropriate for their assignment and be next, clean and well groomed.

This Memorandum of Agreement will become effective [Ratification Date] August 5, 2048. The Company may terminate the application of this MOA to one or more job classifications covered by the Program with face to face customer centact, as set forth above with 30 days advance notice to the Union.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA		
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative		
Date	Date		

TA RC 11.04a.m. 9-28-22

➤ Frontier proposes the following Counter to U#21- Article 6 Premium Pay, contingent on the Union withdrawing U#5 - Article 12 Job Application Procedures

#### **Article 6 Premium Pay**

#### Section 1. Night Tour Premium

1.1 A night tour premium of <u>one-dollar (\$1.00)</u> ninety-five cents (\$.95) seventy five cents (\$0.75) per hour will be paid for all scheduled hours worked between 9:00 p.m. and 6:00 a.m.

n fr fr

#### Section 5. On-Call Premium

- 5.1.1 The on-call differential will be paid as follows:
  - Scheduled Days \$20.00 \$18.00 \$15.00 from midnight to midnight
  - Non-scheduled Days \$25.00 from midnight to midnight
  - Work Week \$150.00 \$440.00 \$\$125.00 from 12:01 a.m. Sunday to 12:00 p.m. Saturday
  - Holiday \$30.00 from midnight to midnight

10101

#### Frontier Package Proposal #4 - Revised 9-26-22

TA RC 11:13 gim. 9-28-22

Frontier proposes the following Counter to U#23— Article 14 Board and Lodging, contingent on the Union withdrawing U#4 – Article 11 Working Practices

#### Article 14 Board and Lodging

#### Section 5. Per Diem Allowance - Located Employees

- 5.2 The daily allowance (per diem) for such temporary assignments of one (1) full tour or more is listed in paragraph 5.2.1 below. The per diem allowance does not apply to temporary assignments of less than one (1) tour. In cases where the temporary assignment continues for two (2) or more consecutive tours, whether or not the employee worked part of the first tour at the employee's normal town location, the employee is eligible for the applicable daily allowance. On the last day of the assignment, the employee will be eligible for an incidental meal allowance of ten dollars (\$10.00) (nine dollars and fifty cents (\$9.50) eight dollars (\$8.00) plus round-trip mileage, if applicable.
- 5.2.1 The qualifying distance for per diem will be the one way highway distance by shortest direct route between the employee's normal work location and the temporary work location.

Distance	<b>Daily Allowance Amount</b>	
Over 0 and up to 20	<u>\$8.00</u> <del>\$7.50</del> <del>\$6.25</del>	
Over 20 and up to 40	\$26.50 <b>\$25.50</b> \$23.00	
Over 40 and up to 60	\$35.00 <b>\$33.50</b> \$31.00	
Greater than 60	\$42.00 \$40.50 \$38.00	

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

Breakfast \$9.00 \$8.50 \$7.00

Lunch \$10.25 \$9.75 \$8.25

Dinner \$17.00 \$46.50 \$13.75

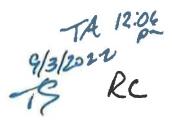
### Frontier Package Proposal #4 - Revised 9-26-22

TA KC

### Section 6. Evening Additional Meal Allowances

6.1 Employees will be reimbursed for evening additional meal expenses of-six dellars (\$6.00) eight dollars and fifty cents (\$8.50) if the employee works in excess of eleven (11) hours that day without a meal break during the last session.





## Frontier Counter to Union Proposal #13 Force Adjustment Boundaries

2022 Texas CWA District 6 Negotiations Presented: September 1, 2022

> Modify the MOA entitled "Force Adjustment Boundaries", as follows:

Memorandum of Agreement

between

Frontier Southwest Incorporated

and

#### **Communications Workers of America**

#### Force Adjustment Boundaries

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

- 1. The division structures and boundaries for the purposes of force adjustment shall be as they exist on the effective date of this Memorandum of Agreement (see Attachment A).
- 2. Any changes to the division structure or boundaries listed in Attachment A will be provided to the Union.
- The General Offices in San Angele and Las Colinas will each be considered part
  of the division in which they are geographically located, for purposes of this
  MOA.
- Offices located at 9999 Technology Blvd in Dallas, TX will be considered part of the Metro district.
- 5. This Memorandum of Agreement is effective on [Ratification Date] August 5, 2048 and shall expire on August 2, 2025 August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

\*\*\*

9/4/2022 405 TS RC

#### Frontier Counter to Union Proposal #8 presented September 1, 2022

Union Proposal #8 Date: July 22, 2022 via email Time: \_\_\_\_ **Anthony Shaffer** Communications Workers of America **Dallas Staff Office** 2300 Valley View Lane, Suite 700 Irving, TX 75062 Re: LTD Open Enrollment Dear Tony: This letter is to inform you that the Company will conduct a one-time Open Enrollment for eligible Frontier Southwest associates to enroll in the Long-Term Disability (LTD) plan. The Open Enrollment will occur within one year of the date of ratification of the 2022 Agreement 2018 Proposal For Settlement This commitment will apply to eligible associates in Frontier Southwest on a one-time basis and not thereafter CBAs 48, 55 and 112, and Frontier Southwest Supply Chain Services. Sincerely.

Rick Carpenter
Director - Frontier Labor Relations

17 10/6/22 10:05-

Frontier Counter to Union #17 Presented 9-7-22

Housekeeping correction (added ATS) 9-26-22

Union Proposal #17 Date: July 22, 2022 via email

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

Dear Tony:

Time:

Varizon Frontler Southwest and the CWA, in furtherance of the positive working relationship between the parties, agreed to continue the Texas Call Center Partnership sub-committee. The sub-committee will include Company and Union representatives from the Commercial Gara Business/Retention Center organization in Irving, the Technical Support Operations (TSO) and Advanced Technical Services (ATS) Fiber Solutions Center (FSC) in Irving, and the Residential Sales and Service Call Center Customer Sales and Solutions Center (CSSC) in Irving.

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

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

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

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

Sincerely,

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer CWA Representative (Concurred By)



10-6-22 10:05 am

2022 Texas CWA District 6 Negotiations Presented: September 16, 2022

### Modify the Cross Functional Work Sharing MOA, as follows:

#### MEMORANDUM OF AGREEMENT

between

#### FRONTIER SOUTHWEST INCORPORATED

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### CROSS FUNCTIONAL WORK SHARING

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

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

Examples of inquiries and requests that Residential Sales and Service Center CSSC, and Commercial Retention Center BSBC representatives may be assigned to resolve will include:

- 1. Customer reports a basic service issue impacting voice, video or internet service. The representative would initiate basic tools and desktop applications to troubleshoot and restore service (for example (reset / reboot set top box, reset / router, initiate automated test and service restoral, etc.). that a TV or specific channel is not working. The representative would click the deaktop icon where the set top box is automatically reset and confirm that the issue is resolved.
- 2. Customer reports that internet service is not working. The representative would click on the dealtop where the reuter is automatically reset and confirm that the issue is resolved.
- 2. 3. Customer requests a check on internet speed. The representative would verify Account setup and click the desktop icon to test speed to customer location.
- Customer reports phone service problem. The representative would initiate automated test and restoral of service. The ticket would be auto-populated.



10/6/22 TA PC

2022 Texas CWA District 6 Negotistions Presented: September 16, 2022

- 3. 5. Customer requests status of repair ticket. The representative would access the open repair ticket and read the status to the customer.
- 4. Customer wants to know where a technician is/the status of a repair visit. The representative would access the information and advise the customer.
- 5. 7. Customer requests assistance locating their WiFi credentials, such as WEP key or SSID. The representative would click the desktop tool and perform the needed steps to instruct the customer where to locate the information on their equipment.
- 6. & Customer reports an emergency situation (i.e., fire, storm damage, flood) and requests remote activation of service recovery features, such as call forwarding. The representative would access the desktop tool and submit a request to activate the service recovery feature.

Examples of inquiries and requests that <u>TSO</u> FSC-representatives may be assigned to resolve will include:

- Customer requests out-of-service credit <u>or basic line-item</u>. The representative validates eligibility and submits.
- Customer requests a basic order processing change (for example -- changing a channel package, adding a set-top box, ordering a pay-per-view, adding or removing vacation service, adding Frontier Secure or Premium Tech Support, etc.). The representative would access the appropriate desktop tool to make the change.

Customer wants to order pay-per-view event. The representative would activate pay per view order.

- Customer wants to add or change a channel package or to add a set top box. The
  representative would submit an order to add or change the feature or add a set top
  box.
- 3.4. Customer wants to update their records (e.g., billing address). The representative would access account record and make change.
- 4. 5. Customer asks for product information. The representative would access product library to answer question.
- 5. 6 Customer asks about bill payment options. The representative would provide options for payment location (web/phone/physical).
- 6. 7. Customer requests last month's bill amount or explanation of difference in amount of prior month's bill. The representative would review account information and advise the customer of the amount.





2022 Texas CWA District 6 Negotiations Presented: September 16, 2022

- Customer questions installation charges. The representative would use system to open an investigation.
- 8. 9. Customer wants to confirm an order and/or its status. The representative would review order information and change scheduled date, if needed.
- 40. Customer requests to add a Value Added Service (VAS) product to their account, such as VISS, Back-up & Storage. The representative would click the desktop tool and submit an order for the requested product.
- 9. 44. Customer requests the need to create or change their account authentication PIN. The representative will review the account and access the desktop tool to submit the update/change request.

The assignment of any of these, or any other duties, pursuant to the above will not entitle associates to additional pay. In addition, if the Company wishes to add additional cross functional duties beyond the examples cited above, they will provide written notice to the Union, and they will not implement the additional cross functional duties until twenty (20) days after this written notice is provided. Any such additional cross functional duties will involve customer inquiries and requests that can be resolved by application of representative training comparable to that required for the above lists. In calendar year 2022 2043 and in each succeeding calendar year, the Company will be permitted to add two additional tasks in each calendar year to the Sales and Support Centers and two additional tasks in each calendar year to the Technical Support Centers subject to the above stated notice and comparable training requirements. The additional tasks added pursuant to this paragraph will not require training in excess of 120 minutes per task. Other than the additions set forth in the preceding sentences, the Company will not add any additional cross functional duties in the year 2013 or any succeeding calendar year, absent the Union's agreement. The assignment of any duties pursuant to this paragraph will not entitle associates to additional pay.

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





2022 Texas CWA District 6 Negotiations Presented: September 16, 2022

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

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

This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall expire on <u>August 2, 2025</u> <u>August 6, 2022</u>, and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative
Date	Date

# MEMORANDUM OF AGREEMENT BETWEEN

## \$ RC 8/26/2012 4:07pm

# FRONTIER COMMUNICATIONS AND COMMUNICATIONS WORKERS OF AMERICA

#### JOSHUA SCHULZE JOINT SAFETY COMMITTEE

Frontier Communications and Communications Workers of America, recognizing the extreme importance of safety in the workplace, and after the tragic death of a technician, the Company and the Union reaffirm the joint commitment that safety is paramount and applies to every employee of the company. The parties agree there is a need to establish a joint committee for discussions concerning employee safety.

This newly formed committee will meet and confer quarterly to discuss safety concerns, training opportunities and to review the tools and equipment needed to perform the job safely.

The committee shall consist of four (4) employees, a Local officer and/or representative from the District designated by the Union and an equal number of management employees including the EHS representative as the company chair. A summary of the meetings will be reported out to the employees using electronic communications and/or in team huddles.

A decal (or similar form or display) reflecting a mutually agreeable statement reinforcing the critical importance of safety will be placed conspicuously in every company vehicle operated by a bargaining unit employee in the Frontier Southwest Fleet.

Frontier Southwest Incorporated	Communications Workers of America
Rick Carpenter	Tony Shaffer
Date	Date

### Frontier Counter to Union Proposal #2 Holidays – revised 10-18-22

10/19/2022 TA 5:05pm

Frontier proposes the following modifications to Union Proposal #2, Article 8 Holidays:

### **Article 8 Holidays**

### Section 1. Designated Holidays

- Seven (7) holidays (Eight (8) holidays effective in 2023), shall be observed 1.1 as designated:
  - New Year's Day January 1
  - Memorial Day Last Monday in May
  - Juneteenth or Veterans Day\*
  - Independence Day July 4
  - Labor Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day, except as specified in Section 2, Paragraph 2.2, of this Article
  - Christmas Day December 25
  - \* Beginning with vacation selection for 2023, during the annual vacation selection period, you must make an irrevocable selection of either Juneteenth or Veteran's Day for that year.

\*\*\*

15 1A 1/4/2023 4:38pm RC

Union Proposal #6 Amended September 9, 2022

Date: July 22, 2022 via email

Date: September 9, 2022 via email Date: October 13, 2022 via email Date: December 16, 2022 via email

Time: \_\_\_\_\_

#### **Article 20 Authorized Absences**

Section 1. Absence for Jury, Witness or Election Duty

1.1 An employee shall suffer no loss in pay for reasonable absence from work for jury duty, to serve as a witness or to serve at a public election.

Section 2. Absence for Death in the Family

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



## Frontier Proposal #5 EMPLOYEE DISCOUNTS

TA RC 2-2-23 4:19 p.m

2022 Texas CWA District 6 Negotiations Presented: July 25, 2022

Replace the Telephone Concession MOA with a New MOA entitled "Employee Discounts", as follows:

**Memorandum of Agreement** 

between

Frontier Southwest Inc.

and

**Communications Worker of America** 

#### **EMPLOYEE DISCOUNTS**

The Company will provide Regular Full-time Employees with discounted telecommunications services and, if available, High Speed Internet or other services, in accordance with existing policies on providing employees with discounts on Company services, as those policies may be amended from time to time by the Company at the Company's discretion.

This Memorandum of Agreement will become effective [ratification date] and shall expire on [Date TBD]. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on [Date TBD] and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier Southwest Inc.	Communications Workers of America
Rick Carpenter	Tony Shaffer
Date	Date

February 16, 2023 Clean Version

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

B 2/22/2023 12:02 pm

#### **Training Opportunities To Succeed (TOTS)**

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

All staffing of the Training Opportunities To Succeed (TOTS) program will first be filled by interested existing employees and then by new hires for this training opportunity. The position may be in any of the initial job titles listed below. Current employees participating in the program will remain in their current wage schedule.

The Company will twice per year identify any anticipated technical vacancies that are expected to occur over the next 12 months. In order to be considered for this program, an employee must complete, on his or her own time, a training curriculum developed by the Training Advisory Board (TAB) for any of the job titles listed below. Employees are encouraged to utilize tuition assistance where applicable. The Training Advisory Board will develop standards and review completed training requirements to assess whether the employee has successfully completed the training curriculum thereby demonstrating that he or she has the interest, aptitude, and ability to perform the work of the applicable job title. If the employee meets these criteria in the judgment of the TAB and if available, the Company may offer OJT in the applicable job title for a time period to be determined by the TAB. No matter involving the provisions of this paragraph or any differences arising over them shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

A new hire may be released from employment with the Company at any time during the one hundred eighty (180) days of uninterrupted service or its actual work time equivalent at the Company's discretion if they are not meeting performance expectations as designated. New hires released as outlined in the forgoing will have no recourse through the arbitration process as outlined in the Collective Bargaining Agreement.

A current employee who is participating in this program and does not complete the online trainings will not be eligible to participate in the OJT portion if available. If a current employee participating in any phase of the TOTS program elects to discontinue participation, the employee will be returned to their previous position and reporting location/headquarters.

The curriculum for this program may be a combination of, but not be limited to: on-line training, ride-alongs, on-the-job training and performance of actual job duties of the positions. During this program,

employees will not be eligible for out-of-classification differentials. Because of the nature of this classification, employees in this classification will not be assigned to work in a definite location or specific headquarters.

For purposes of this program, anticipated vacancies in the following job titles are considered to be the covered technician or technical job titles:

CZT II
Fiber Network Field Technician
Cable Splicer
CZT I
Monitor & Control Technician

This Memorandum of Agreement is effective on [ratification date], and shall expire on August 2, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 2, 2025, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA		
Rick A. Carpenter	Tony Shaffer		
Director – Labor Relations	CWA Representative		
Date	Date		

TA

### Frontier Proposal #8 Call Center Commitment - modified 2-16-23

2/24/23 27 - 2:47

Renew the MOA entitled "Frontier Texas Call Center Operations", through 7-1-24 42-31-23 as modified below:

Pin.

#### MEMORANDUM OF AGREEMENT

#### between

#### FRONTIER SOUTHWEST INCORPORATED

#### and

### **COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 6**

#### FRONTIER TEXAS CALL CENTER OPERATIONS

This Memorandum of Agreement confirms the Company's commitment during 2018 2022 contract negotiations to keep the following center operations (as constituted by the listed job titles in the event of a name change to any of these centers) open and in operation for the life of the 2018 Collective Bargaining Agreement through July 1, 2024 December 31, 2023:

- Irving Residential Sales and Service Call Center
  - Customer Contact Sales Associate
  - o Consumer Sales Consultant
- Irving Commercial Retention Center
  - Business Customer Representative
- Irving Technical Support Operations
  - o Fiber Customer Support Analysts
- Irving Advanced Technical Services (ATS)
  - o Fiber Network Technician
- Irving Dispatch Operations
  - Dispatch Clerk Group 1
  - Dispatch Clerk Group 2
  - Fiber Network Technician
- Irving Office of the President
  - Customer Relations Specialist
- San Angelo Call Center
  - Customer Service Representative
  - o Business Account Representative
  - Access Ordering Representative

This commitment does not preclude attrition, or to the extent permitted by the parties' Collective Bargaining Agreement, force adjustments in any of these center operations. It is

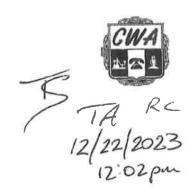
### Frontier Proposal #8 Call Center Commitment - modified 2-16-23



understood that technological changes or the needs of the business may affect the functions performed in these centers by the job classifications listed.

This Memorandum of Agreement is effective on the date of Ratification of the 2018 2022 Agreemente and shall expire on August 6, 2022 August 2, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on August 6, 2022 August 2, 2025, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA		
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative		
Date	Date		



Rick Carpenter Address Address Address

#### Dear Rick:

The Company and the Union agree that the environment of labor markets is both challenging and constantly changing. Both the company and the Union agree that it is imperative for the future success of both Frontier and CWA; there is a need to keep a workforce ready and trained to remain competitive. This can be accomplished by hiring, training and providing opportunities for current employees to become qualified for other job titles in the CBA in order to retain highly skilled employees in an extremely competitive industry and continue to provide excellent customer service.

This Letter of Understanding will serve to further expand and strengthen the partnership between the parties in developing an online training curriculum with the formation of the Training Advisory Board (TAB) whose focus will be to ensure the training opportunities and processes are fair, obtainable, applied consistently, and accessible to all employees interested in further development of themselves within job titles in the CBA.

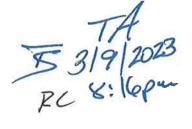
In the new MOA, Training Opportunities To Succeed (TOTS), the Company and CWA agree to initially include the titles of Fiber Network Field Technician, CZT II, Cable Splicer, CZT I and Monitor & Control Technician.

This newly formed TAB will be established consisting of a CWA National Staff Representative, the CWA Local President, and 3 bargaining unit members. The Company will provide 5 representatives including a Labor Relations representative, a Human Resources representative and 3 Field Management representatives. The TAB will meet no later than 90 days after the 2022 ratification and will meet quarterly thereafter. The TAB will focus on the implementation and progress of the TOTS MOA. The TAB will periodically review and make recommendations to improve the program. The TAB will not address grievances, arbitrations or bargaining Issues.

Tony Shaffer
CWA Representative

Rick Carpenter
Director - Labor Relations
(Concurred By)





2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

### Modify Article 28 Group Insurance in CBA 48 as follows:

## ARTICLE 28 GROUP INSURANCE

- 28.1 The benefits provided by the Medical and Dental Plans, in effect upon the date of signing the Agreement, as described in the appropriate Summary Plan Description (SPD), will not be discontinued or amended without the agreement of the Company and the Union.
- The selection of the insurance carrier, the establishment of all terms and conditions relating thereto, shall be matters resting solely within the discretion of the Company. Likewise, methods of payment, accounting procedures and administrative execution of the Plans should be matters solely within the discretion of the Company.
- With respect to Medical, the Company agrees to the following during the life of this Contract:
  - 28.3.1 For each Plan Year beginning on and after January 1, 2013, an employee who enrolls in a Sponsored Plan, or, in the alternative, an HMO, EPO, or any other medical option (collectively "Other Medical Option") offered by the Company, will pay a Monthly contribution on a before-tax basis towards the cost of coverage for the medical coverage category elected by such employee ("Monthly Employee Contribution").
  - 28.3.2 The Monthly Employee Contribution for the Sponsored Plans is set forth below. With respect to the Monthly Employee Contribution for any Other Medical Option offered by the Company, the Monthly Employee Contribution for the medical coverage category elected by such employee under such Other Medical Option will be no greater than 150% of the Monthly Employee Contribution for a Sponsored Plan. All employees and eligible dependents who receive Medical Coverage and contribute on a before-tax basis, will be subject to the mid-year change rules applicable to Internal Revenue Code section 125 cafeteria plans.
  - Tobacco User Surcharge. With respect to the Monthly Employee Contributions, an employee will be eligible for the non-tobacco user contribution rates (set forth below) for medical coverage if such employee and his or her covered dependents do not use tobacco products or satisfy a reasonable alternative standard as determined by the Company (e.g., complete an annual smoking cessation program).





2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

- 28.3.3.1 Employees and/or covered dependents who use tobacco and who are enrolled in the Sponsored Medical Plan (or any Other Medical Option provided by the Company) will pay a Monthly Tobacco User Surcharge of \$50 in addition to the Monthly Employee Contributions provided for below.
- 28.3.4 Wellness Credit: An employee will also be eligible to receive an annual credit of \$100 in each of the years, 2019, 2020, 2021 and 2022 2023, 2024, and 2025, and 2026, prorated based on when during the year the employee completes an annual health risk assessment provided by the Company, and prorated on a pay-period basis toward the employee's contribution for healthcare.
- 28.3.5
  In situations where employees elect to cover their spouse/DP under the company-sponsored medical plan or any Other Medical Option, where the spouse/DP is eligible for and enrolls in medical coverage from another employer, the spouse/DP's medical plan is considered primary and the employee's plan is considered secondary.
- 28.3.6

  Monthly Employee Contribution will be deducted from the employees' biweekly pay. However, in those circumstances where an employee is not receiving pay the employee will be billed for the contribution amount(s) or the contribution amount(s) will be applied to subsequent pay.
- 28.3.7

  The 2018 Monthly Employee Contribution required of regular full-time employees for the Sponsored Medical Plan will continue to be the following flat dollar amounts:

Coverage Category	Spensored Plan Monthly Employee Contribution (Non Tobacco User)		
Employee Only	\$78.33		
Employee + 1 or more	<del>\$148.33</del>		

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

[T		T		
Coverage Category	<del>2019</del>	2020	<del>2021</del>	2022





2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

	PP	0		
Employee Only	\$78.33	\$96.33	<del>\$110.33</del>	\$110.33
Employee + 1 or more	<del>\$148.33</del>	\$184.33	\$212.33	\$212.33
	EP	0		
Employee Only	\$113.33	<del>\$140.33</del>	<del>\$161.33</del>	\$161.33
Employee + 1 or more	\$218.33	\$272.33	\$314.33	\$314.33

Effective June 1, 2023 for 2023, and January 1 for 2024, 2025, and 2026 May 1, 2023, the Monthly Employee Contributions that appear in the charts below for 2023, 2024 and 2025 and 2026, already account for the \$100 annual Wellness Credit set forth in paragraph 28.3.4 above, and reflect the Non-Tobacco User Monthly Employee Contribution required of regular full-time employees for the Spensored Medical Plan will be as follows for the level of coverage selected by the employee (Employee Only or Employee + 1 or more):

Coverage Category	2022	2023	2024	2025	2026
	PPO				
Employee Only	\$110.33	\$120.00	\$135.00	\$155.00	\$175.00
Employee + 1 or more	\$212.33	\$240.00	\$270.00	\$310.00	<u>\$350.00</u>
EPO					
Employee Only	\$161.33	\$180.00	\$202.50	232.50	\$262.50
Employee + 1 or more	\$314.33	\$360.00	\$405.00	\$465.00	<u>\$525.00</u>



5 RC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

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

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

- 28.4 With respect to Dental, the Company agrees to the following monthly premiums during the life of this Contract:
  - 28.4.1 The Monthly Company Contribution for Regular Full Time Employees enrolled in the Sponsored Dental Plan or a non-negotiated dental plan will be:

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

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

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



5 RC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

#### **MEMORANDUM OF AGREEMENT**

#### between

#### FRONTIER SOUTHWEST INCORPORATED

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **COMPREHENSIVE MEDICAL PLAN**

- Frontier Southwest Incorporated and Communications Workers of America agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
- 2. For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.
- Some of the major provisions include:
  - A. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
  - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
- 4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
- 6. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA and shall expire on **August <u>1</u>**, **2026 2**, **2025 August 6**, **2022**.



F FL

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

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

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative
Date	Date



F RC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	□ In-Network		☐ Out-of-Network	1200
General				
Lifetime Maximum	None		None	
Calendar Year Deductible (No carry over); combined in- and out- of-network.	Effective: January 1, 2016 Employee Only Employee +1 or more	\$525 \$1,312.50	Effective: January 1, 2016 Employee Only Employee + 1 or more	\$750 \$1,875
	Effective: January 1, 2023 Employee Only Employee +1 Employee +2 or more	\$625 \$1,250 \$1,562.50	Effective: January 1, 2023 Employee Only Employee +1 Employee +2 or more	\$875 \$1,750 \$2,187,50
	Effective: January 1, 2024 Employee Only Employee +1 Employee +2 or more	\$650 \$1,300 \$1,625	Effective: January 1, 2024 Employee Only Employee +1 Employee +2 or more	\$900 \$1,800 \$2,250
	Effective: January 1, 2025 Employee Only Employee +1 Employee +2 or more	\$675 \$1,350 \$1,687.50	Effective: January 1, 2025 Employee Only Employee +1 Employee +2 or more	\$925 \$1,850 \$2,312.50

FRC



## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	□ In-Network	□ Out-of-Network
Annual Out of Pocket Maximums; combined in- and out-of-network	Effective: January 1, 2016 Employee Only \$1,50 Employee + 1 or \$3,75 more	
	Effective: January 1, 2023 Employee Only Employee +1 Employee +2 or more  Effective: \$1,55 \$3,10 \$3,87	0 Employee +1 c4 250
	Effective: January 1, 2024 Employee Only \$1,57 Employee +1 \$3,15 Employee +2 or \$3,93 more	D Employee +1 \$4,300
	Effective: January 1, 2025 Employee Only \$1,600 Employee +1 \$3,200 Employee +2 or \$4,000 more	Employee +1 \$4,400
Coordination of Benefits	Non-duplication of benef Cross coordination applie Birthday rule applies.	
Pre-existing Conditions	None	None



5 PC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	□ In-Network	□ Out-of-Network
Hospital Services		
Room and Board (Subject to Care Coordination)	80% of network negotiated fee ("NNF") after deductible satisfied.	70% (65% effective 1/1/24) of Maximum Allowed Amount ("MAA", which is 315% of the National Medicare Schedule) after deductible satisfied.  □ Semi Private Room
	☐ Semi Private Room	Semi Private Room
	<ul><li>Intensive &amp; Cardiac Care Units</li></ul>	<ul><li>Intensive &amp; Cardiac Care Units</li></ul>
Emergency Outpatient for Accidents	\$75 Copay (waived if admitted) \$100 effective May 1, 2023 \$100 effective January 1, 2024 \$100 effective January 1, 2025	\$75 Copay (waived if admitted) \$100 effective May 1, 2023 \$100 effective January 1, 2024 \$100 effective January 1, 2025
Preadmission Tests	100% of NNF after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	70% (65% effective 1/1/24) of MAA after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
Inpatient Services and Supplies	80% of NNF after deductible satisfied.	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied.
Professional Services		
Doctor's Surgical Charges	80% of NNF after deductible satisfied.	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied.
Outpatient Surgery	80% of NNF after deductible satisfied.	70% (65% effective 1/1/24) of MAA after deductible satisfied.



F PC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	☐ In-Network	□ Out-of-Network
Doctor's Office Visits	\$20 <b>(\$25 effective 1/1/24)</b> per office visit (for Primary Care/Ob-Gyn Physician) \$25 <b>(\$30 effective 1/1/24)</b> per office visit (for Specialist)	70% (65% effective 1/1/24) of MAA after deductible satisfied.
	\$20 per visit to a Primary Care Physician through the medical Plan's administrator's Telehealth vendor (if available), currently Anthem LiveHealth Online.	
	The Plan's regular office visit copay applies to all other non-LiveHealth Online virtual visits.	
Diagnostic Lab and X-ray in Doctor's Office	\$20 <b>(\$25 effective 1/1/24)</b> per office visit	70% (65% effective 1/1/24) of MAA after deductible satisfied.
Doctor's Home Visits	80% of NNF after deductible satisfied.	70% (65% effective 1/1/24) of MAA after deductible satisfied.
Allergy Shots	\$10 copay for injection only if not billed for any other office visit services	70% (65% effective 1/1/24) of MAA after deductible satisfied.
Maternity	\$20 <b>(\$25 effective 1/1/24)</b> office visit copay, first visit only. Covered the same as any other illness or injury.	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied.





2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	□ In-Network	□ Out-of-Network
High Risk Maternity (if Care Coordination recommends	100% of NNF; outpatient, no deductible.	70% (65% effective 1/1/24) of MAA for physicians, and hospital charges after deductible satisfied.
special care because pregnancy is considered high risk)	Physician and hospital charges are paid at 100% of NNF, no deductible.	charges and doddens same sea.
Nurse/Midwife	80% of NNF after deductible satisfied.	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied.
Birthing Center	80% of NNF after deductible satisfied.	70% (65% effective 1/1/24) of MAA after deductible satisfied.
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of NNF to a maximum of \$15,000 per lifetime.	Limited to 50% of MAA to a maximum of \$15,000 per lifetime.
Acupuncture; limits combined in- and out-of-network	80% of NNF after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)	70% (65% effective 1/1/24) of MAA after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)
Chiropractor Services; limits combined in- and out-of-network	\$25 <b>(\$30 effective 1/1/24)</b> office visit copay (Limited to 12 visits per year. Additional services are covered if approved by Care Coordination.)	70% (65% effective 1/1/24) of MAA after deductible satisfied. (Limited to 12 visits per year. Additional services are covered if approved by Care Coordination.)
Diagnostic X-ray & Lab Tests	\$20 <b>(\$25 effective 1/1/24)</b> copay	70% <b>(65% effective 1/1/24)</b> of MAA rate after deductible satisfied.



3 RC

#### Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	☐ In-Network	□ Out-of-Network
Physical & Occupational Therapy; limits combined in- and out-of- network	\$25 <b>(\$30 effective 1/1/24)</b> copay (Number of visits based on medical necessity)	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied. (Number of visits based on medical necessity)
Radiation Therapy	80% of NNF after deductible satisfied if performed in facility. \$25 <b>(\$30 effective 1/1/24)</b> copay if performed in physician's office.	70% (65% effective 1/1/24) of MAA after deductible satisfied.
Speech Therapy; limits combined in- and out-of-network	\$25 <b>(\$30 effective 1/1/24)</b> copay (20 visit limit per year.)	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied. (20 visit limit per year.)
Transplants (Subject to Care Coordination)	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.
	When a designated facility is not used, benefits are payable the same as any other illness.  Travel & Lodging lifetime maximum of \$10,000.  Lodging & Meal Allowance of \$50 individual / \$100 family per day.  Organ Search & Procurement - when a designated facility is not used, bone marrow is limited to \$25,000 lifetime maximum.	When a designated facility is not used, benefits are payable the same as any other illness.  ☐ Travel & Lodging lifetime maximum of \$10,000.  ☐ Lodging & Meal Allowance of \$50 individual / \$100 family per day.  Organ Search & Procurement - when a designated facility is not used, bone marrow is limited to \$25,000 lifetime maximum.
Corrective Appliances & Artificial Limbs	80% of NNF after deductible satisfied.	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied.



F RC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

#### **COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**

Benefits	□ In-Network	□ Out-of-Network
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of NNF after deductible satisfied.	70% (65% effective 1/1/24) of MAA after deductible satisfied.
Oral Surgeries	80% of NNF after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	70% (65% effective 1/1/24) of MAA after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of NNF after deductible satisfied.	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied.
Home Health Care; limit combined in- and out-of-network (Subject to Care Coordination)	100% of NNF not subject to deductible. (52 visit limit per year.)	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied. (52 visit limit per year.)
Skilled Nursing Facility; limit combined in- and out-of-network (Subject to Care Coordination, in lieu of hospitalization)	80% of NNF after deductible satisfied. (Semi-private rate - 120 day limit per year.)	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied. (Semi-private rate - 120 day limit per year.)
Hospice Care (Subject to Care Coordination)	Hospice Facility - 100% of NNF, no deductible;	Hospice Facility - <del>70%</del> 100% of MAA, no deductible after deductible satisfied;
	At Home Hospice (if life expectancy is less than 6 months) - 100% of NNF	At Home Hospice (if life expectancy is less than 6 months) - 79% 100% of MAA
	Bereavement Counseling - 100% of NNF (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Bereavement Counseling - 70% 100% of MAA (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)

Page 13 of 18



F RC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	☐ In-Network	□ Out-of-Network
Second Surgical Opinion	100% of NNF, no deductible, voluntary.	70% (65% effective 1/1/24) of MAA after deductible satisfied, voluntary.
Urgent Care Copay	\$20 <b>(\$25 effective 1/1/24)</b> Copay	\$20 <b>(\$25 effective 1/1/24)</b> Copay
Emergency Room Copay	\$75 Copay (waived if admitted) \$100 effective May 1, 2023 \$100 effective January 1, 2024 \$100 effective January 1, 2025	\$75 Copay (waived if admitted) \$100 effective May 1, 2023 \$100 effective January 1, 2024 \$100 effective January 1, 2025
Preventive Care	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies
Well Woman Exam	100% of NNF, no deductible; One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80% of NNF.)	100% of MAA, no deductible; One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 70% (65% effective 1/1/24) of MAA.)
Mammograms	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (Additional mammograms covered at 80% of NNF if medically necessary.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (Additional mammograms covered at 70% (65% effective 1/1/24) of MAA if medically necessary.)



FRC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

Benefits	□ In-Network	□ Out-of-Network
Immunizations	One complete regimen of immunizations per lifetime for children and adults covered at 100% of NNF, no deductible for applicable immunizations for children and adults. Age and frequency provisions of the Affordable Care Act apply (Immunizations include, but not limited to Influenza, Pneumonia, Shingles and COVID-19 vaccines). The office visit associated with the immunization is a covered expense.	One complete regimen of immunizations per lifetime for children and adults covered at 100% of MAA, no deductible for applicable immunizations for children and adults. Age and frequency provisions of the Affordable Care Act apply (Immunizations include, but not limited to Influenza, Pneumonia, Shingles and COVID-19 vaccines). The office visit associated with the immunization is a covered expense.
Influenza-Immunizations	One influenza immunization per year covered at 100% of NNF, no deductible. (The office visit associated with immunizations is a covered expense.)	One influenza immunization per year at 100% of MAA, no deductible. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen Sigmoidoscopy	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with the PSA test is a covered expense.) 100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with sigmoidoscopy is a covered expense.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with the PSA test is a covered expense.) 100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with sigmoidoscopy is a covered expense.)





2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

#### **COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**

Benefits	□ In-Network	☐ Out-of-Network
Colonoscopy	100% of NNF, no deductible: Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with colonoscopy is a covered expense.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with colonoscopy is a covered expense.)
Fecal Occult Blood Test	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies.	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies.
Care Coordination (Pre-notification Required)	<ul> <li>☐ Hospitalization</li> <li>☐ Admission to hospital through ER</li> <li>☐ In-patient services</li> <li>☐ Skilled Nursing Facility</li> <li>☐ Home Health Care</li> <li>☐ Hospice</li> <li>☐ Artificial Insemination</li> <li>☐ In-Vitro Fertilization</li> <li>☐ Durable Medical Equipment exceeding \$1,000</li> <li>☐ Continued stay for Maternity</li> <li>☐ Private Duty Nursing</li> <li>☐ Organ Transplant</li> <li>Non-notification penalty: Lessor of actual charge or \$200</li> </ul>	<ul> <li>Hospitalization</li> <li>Admission to hospital through ER</li> <li>In-patient services</li> <li>Skilled Nursing Facility</li> <li>Home Health Care</li> <li>Hospice</li> <li>Artificial Insemination</li> <li>In-Vitro Fertilization</li> <li>Durable Medical Equipment exceeding \$1,000</li> <li>Continued stay for Maternity</li> <li>Private Duty Nursing</li> <li>Organ Transplant</li> <li>Non-notification penalty: Lessor of actual charge or \$200</li> </ul>

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



FRC.

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

### **COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**

### **MENTAL HEALTH/SUBSTANCE ABUSE CARE**

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
In-patient hospital Room and Board (Subject to Care Coordination)	80% of NNF after deductible satisfied   Semi Private Room	70% (65% effective 1/1/24) of MAA after deductible satisfied □ Semi Private Room
Inpatient Services and Supplies	80% of NNF after deductible satisfied	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied
Outpatient	\$20 <b>(\$25 effective 1/1/24)</b> per office visit (PCP) \$20 <b>(\$25 effective 1/1/24)</b> per office visit (specialist)	70% <b>(65% effective 1/1/24)</b> of MAA after deductible satisfied
	\$20 per visit to a Therapist and/or Psychiatrist through the medical Plan's administrator's Telehealth vendor (if available), currently Anthem LiveHealth Online.	
	The Plan's regular office visit copay applies to all other non-LiveHealth Online virtual visits.	

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

Note: There will be no PPO plan design changes for 2026.



5 RC

## Frontier Proposal #1 Active Benefits

2022 Texas CWA District 6 Negotiations Revised: March 9, 2023

### > Modify the current Comprehensive Medical Plan as follows:

- > The AIM Musculoskeletal Program will be implemented under the current Anthem medical plans. Under this program, prior authorization will be required before any joint surgery or spinal treatment.
- > The AIM Radiology Programs will be implemented under the current Anthem medical plans. Under this program, if you need an MRI, MRA, CT-Scan, PET, Echocardiography, or Nuclear Cardiology, your doctor or doctor's office must call AIM to discuss the doctor's referral.
- ➤ The AIM Musculoskeletal and Radiology Programs will be implemented on or after January 1, 2024 May 1, 2023, for a trial period of up to two (2) years ending <u>December</u> 31, 2025 April 30, 2025. Unless the Company and Union mutually agree in writing to continue the programs, they will terminate on <u>December 31, 2025</u> May 1, 2025.
- > Extend the following seven (7) MOAs through the same expiration date of the Texas District 6 Agreement:
  - → Dental Plan
  - > Domestic Partner Benefits
  - > Flexible Spending Account
  - > Mail Order Prescription Plan (MOPP)
  - Prescription Identification Card (PIC)
  - Supplemental Term Life Insurance (STL)
  - > Vision Plan
- > Delete the Memorandum of Agreement entitled "Health Reimbursement Account".
  - All HRA accounts were closed as of December 31, 2019

Frontier Counter to Union Proposal U# 22 – Article 9 Vacations Presented 2-8-23 4/4/23

Frontier proposes the following changes to Article 9 Vacations

Article 9

**Vacations** 

\*\*\*

### Section 6. Vacation Banking

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

- 6.1 Through the 2022 calendar year, the following provisions shall continue to apply to the banking of vacation:
  - 6.1.1 Employees eligible for four (4) weeks of vacation may bank up to one (1) vacation week for each vacation year; employees eligible for five (5) weeks of vacation may bank up to two (2) vacation weeks for each vacation year.
  - 6.1.2 Vacation time must be banked in full forty (40) hour increments.
  - 6.1.3 Banked vacation will be paid at the employee's basic rate of pay at the time the vacation is taken.
  - 6.1.4 Banked vacation may be accumulated over the years in compliance with the stipulations above.
  - When an employee resigns with proper notice or when they retire, the 6.1.5 banked vacation will be taken prior to the resignation/retirement date.
  - 6.1.6 Employees terminated for cause will not forfeit banked vacation.
  - 6.1.7 The employee's request to bank vacation time must be received by October 1.
- 6.2 Banked vacation cannot be scheduled to be taken until all applicable employees have chosen their regular and day and/or days at a time vacations for that year.
- Following ratification of the 2022 agreement, employees with a banked 6.3 vacation balance will have a one-time option to cash out all of their banked vacation no later than December 31, 2023, at their then current rate of pay.

12:020-1A PC 2/17/023

### Frontier Counter to Union Proposal # 28 - Retiree Life Insurance

Presented 2-8-23

> Frontier proposes the following changes to the Retiree Life Insurance MOA

### Retiree Life Insurance

- 1 Frontier Southwest Incorporated and Communications Workers of America agree to make available to employees who retire on or after January 1, 1997, with a service or disability pension under the Frontier Southwest Incorporated Pension Plan, a \$5,000 retired life insurance benefit.
- 1.2. Employees who retire on or after July 1, 2002, with a service or disability pension under the Frontier Southwest Incorporated Pension Plan, will have available a \$10,000 retiree life insurance benefit.
- 2. Employees who retire on or after January 1, 2023, will have available a \$10,000 retiree life insurance benefit. To be eligible for the benefit set forth in the foregoing sentence, an employee must have (1) at least 30 years of Accredited Service, as defined in the Pension Plan, and any age; or (2) at least 15 years of Accredited Service and age such that the total of the individual's years of Accredited Service and age equals at least 76. Notwithstanding anything in the foregoing to the contrary, any employee whose date of hire is on or after [date of Ratification] shall not be eligible for the life insurance benefit. Any employee who is was rehired on or after [date of Ratification] and who was not entitled to a Service or Disability pension at the time of his or her prior employment termination, also shall not be eligible for the life insurance benefit.
- 3. This Memorandum of Agreement is effective on [Ratification Date] and shall expire on August 2, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate August 2, 2025, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.





## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

> Add a new Article 33 to CBA #48: WORK AT HOME with the following provisions:

### Article 33

### **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 continue to be governed by the Collective Bargaining 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 Before implementing the provisions of this Article <u>33</u> for any work group or groups, the Company will meet with the Union to present and discuss its plans, including the reporting center(s) and job titles(s) covered by those plans. Within sixty (60) days after instituting these WAH plans, the Company and the Union will meet to discuss any questions or concerns associated with the implementation of WAH in the group or groups that were discussed under this Section 1.2.
- 1.3 Once the provisions of this Article <u>33</u> have been implemented under this Article for at least 120 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.

### Section 2. Eligible Employees

- 2.1 All employees who meet the Home Office and other requirements set forth below are considered to be eligible 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. [Bargaining Note: Removed from proposal based on correct CWA statement that the Company determines new hire qualifications.]
- 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



5 PC

## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

with a workstation at a Company 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.

### 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 their Company-designated work location/headquarters 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 Employees who will be deployed to work from home who are required to attend training or <u>retraining</u> for their position may be required to attend all or a portion of the training or <u>retraining</u> 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 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.



5 RU

## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

- 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 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.
- 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. In the event the Company requires a WAH employee to switch to Company-provided High-Speed Internet service, all cancellation/termination fees will be reimbursed by the Company.
- 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. 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. If available, the Company will supply employees with an ergonomically appropriate working chair from their previous work location/headquarters, to be used for working at home. In addition, the Company will provide a one-time allowance of up to \$200, reimbursable after an employee provides proof of purchase, for buying a workstation (desk or other furniture appropriate for conducting work).





## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

5.3 Web cams may be used for virtual face-to-face meetings, team meetings, training, and supervisory feedback. When mutually agreed-upon by the employee and the involved Union and Company representative, web cams may from time-to-time be used to conduct investigatory and 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.

### 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 their Company work location/headquarters 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 (e.g., feeling ill), they must first notify supervision. 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.
- 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 into their home office space without the express written authorization of their supervisor.
- 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



## FRC

## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

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



5 RL

## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

- 10.1.Employees' current assigned reporting locations/headquarters at the time they are deployed on WAH will continue to be their assigned normal reporting location/headquarters for payroll and all other purposes, including, but not limited to, Force Adjustment and the selection and availability of both work and vacation schedules. All work schedules, Vacation Rosters, Overtime Rosters, etc. will be posted electronically.
  - 10.1.1 In the event an assigned reporting location/headquarters is no longer available for use (due, for example, to the location being sold or leased, termination of a lease, condemnation, destruction, etc.), the employee's assigned reporting location/headquarters will be a Company location nearest to the former location which the Company has determined to be a suitable substitute location. The new reporting location/headquarters will be considered the normal reporting location/headquarters.
- 10.2.No payment for mileage or travel allowance under applicable contract provisions will be made when the employee is directed to report to his/her assigned normal reporting location/headquarters for meetings with his/her supervisor or training, or when the employee visits the location/headquarters 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 his/her manager at least four weeks, provided there are no extenuating circumstances, in advance of any planned change of residence.
- 10.4.Participants 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.
- 10.6. Modified Work at Home Arrangements: The Company may institute modified (sometimes called "hybrid") arrangements in which employees are assigned to report to the office for a period of time on a recurring basis. Generally, those assignments will be done on <u>a</u> weekly basis and rotated among the WAH employees in a work group when not all employees in the work group are assigned to report to the office at the same time. However, the Company may elect to assign



F Re

## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

an entire workgroup to report to the office on a recurring basis. These in-office assignments will be incorporated into the normal scheduling process.

### 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 (Company-provided if telephonic contact is utilized), electronic, or other messaging. Home visits during scheduled hours may be conducted with reasonable advance notice to the employee and a Union representative.
- 11.3. Any and all discipline meetings (including investigatory interviews and warnings which are 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 may also be removed by the Company.

### Section 13. Termination of Program

- 13.1.The Company may terminate the work-at-home arrangements, in whole or in part. 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 forty-five (45) days prior to the planned WAH termination date being announced to the affected work group or groups. If, after the completion of discussions with the Union, the Company still believes legitimate business needs require the termination of work-at-home for any work group or groups, the Company may then initiate termination of work-at-home arrangements with at least thirty (30) days' notice to affected employees and the Union. Affected employees whose work-at-home arrangement has been terminated will return to a Company designated reporting location/headquarters.
- 13.2. When an employee's participation in the WAH program is terminated for any reason, he/she shall make the Company-supplied equipment available for pick-up by the Company within five (5) scheduled work days of such termination.





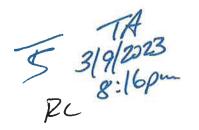
## Frontier Proposal #2 Work at Home Provisions

2022 Texas CWA District 6 Negotiations Revised: March 2, 2023

13.3. These WAH previsions incorporate and include the Company's commitment, through December 31, 2022, not to close call center operations as designated in and pursuant to the terms of the Frontier Texas Call Center Operations Memorandum of Agreement.



## Frontier Proposal #7 Retirement Benefits



2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

Modify the Memorandum of Agreement (MOA) entitled "Hourly Savings Plan (HSP)" as follows:

### MEMORANDUM OF AGREEMENT

### between

### FRONTIER SOUTHWEST INCORPORATED

and

### **COMMUNICATIONS WORKERS OF AMERICA**

### FRONTIER COMMUNICATIONS HOURLY SAVINGS PLAN (FCSP) (HSP)

- Frontier Southwest Incorporated and Communications Workers of America will make the Frontier Communications Hourly Savings Plan "FCSP" (HSP) available to full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
- 2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the FCSP HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable FCSP HSP administration expenses.
- The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the FCSP HSP at any time. Upon termination or partial termination of the FCSP HSP or upon the complete discontinuance of contributions under the FCSP HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
- The FCSP HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the FCSP HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the FCSP HSP had then terminated.



5 TA FRC

## Frontier Proposal #7 Retirement Benefits

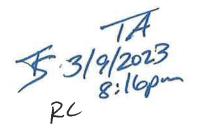
2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

- The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the FCSP HSP, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any revision in the FCSP HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the FCSP HSP.
- 6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
- 7. The FCSP HSP will be administered solely in accordance with its provisions and no matter concerning the FCSP HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the FCSP HSP and the interpretation of the FCSP HSP Committee.
- 8. This Memorandum of Agreement is effective on [Ratification Date TBD] August 5, 2018, and shall expire on August 2, 2025 August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 2, 2025 August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA		
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative		
Date	Date		



### Frontier Proposal #7 Retirement Benefits



2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

Modify the Memorandum of Agreement (MOA) entitled "Hourly Savings Plan Company Contributions" as follows:

### **MEMORANDUM OF AGREEMENT**

between

### FRONTIER SOUTHWEST INCORPORATED

and

### **COMMUNICATIONS WORKERS OF AMERICA**

### FRONTIER COMMUNICATIONS HOURLY SAVINGS PLAN COMPANY CONTRIBUTIONS

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

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

### FCSP HSP Contributions for Pension New Hires

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

The Company will **continue** amend the **FCSP** HSP effective August 1, 2013 to increase Company matching contributions for the balance of the 2018, 2019, 2020, 2021 and 2022, 2023, 2024 and 2025 plan years at to 100% of the eligible contributions of each Pension New Hire Agreement up to 6% of eligible compensation.

The Company will continue also amend the HSP effective August 1, 2013 to permit an additional performance-related, discretionary Company contribution for the balance of the 2018, 2019, 2020, 2021 and 2022, 2023, 2024, and 2025 plan years ("Discretionary Contribution") for Pension New Hires, subject to the additional requirements described below. An eligible associate would not have to contribute to the FCSP HSP to be eligible for the Discretionary Contribution. Eligible associates would have to be employed as eligible associates on the last day of the plan year to be eligible for the Discretionary Contribution. The Discretionary Contribution would be between 0-3% of eligible compensation actually paid during the plan year to each such eligible associate and would be set at the same percentage as the performance-



5 TA

## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

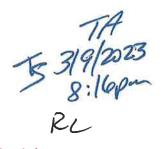
related contribution for wireline management employees under the management savings plan for the same plan year. The Discretionary Contribution would be made in cash.

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

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA		
Rick A. Carpenter Director Labor Relations	Tony Shaffer CWA Representative		
Date	Date		



## Frontier Proposal #7 Retirement Benefits



2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

> Amend the VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)
MEMORANDUM OF AGREEMENT (MOA) as follows:

### **MEMORANDUM OF AGREEMENT**

between

### FRONTIER SOUTHWEST INCORPORATED

and

### COMMUNICATIONS WORKERS OF AMERICA

### **VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)**

Frontier Southwest Incorporated (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501(c)(9) trust (also known as Voluntary Employee Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between April 1, 2016, August 16, 1992 and August 2, 2025 August 6, 2022 with a Service or Disability pension under the GTE Frontier Southwest Incorporated Communications Pension Plan for Hourly Paid Employees (the "Pension Plan") and their beneficiaries (hereinafter referred to as the "Eligible Participants"). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

- 1. The funding and operation of the trust will be determined by the Company in its sole discretion. Nothing in this Memorandum of Agreement requires the Company to pre-fund this trust or to fund the trust at any particular level. based on reasonable financial standards (and, where applicable, regulatory approval for recovery). This trust will be used to pay Retiree Medical Benefits.
- The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law. Notwithstanding any other provision of this MOA, this trust will also be used to pay for retiree medical benefits for employees who retired prior to August 16, 1992.
- 3. Effective January 1, 1997, The level and type of Retiree Medical Benefits for Eligible Participants shall be governed by the "Your Retiree Medical Coverage for



# BC

## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

West Hourly Retirees" programs under the Frontier Communications Corporate Services Inc. Retiree Plan for Group Insurance the Frontier RETIREE OPTIONS Summary Plan Description ("the Plan") which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below. Eligible Participants shall be eligible for Retiree Medical Benefits until the retiree becomes eligible for Medicare (the "Ending Date"). For the avoidance of any doubt, nothing in this Memorandum of Agreement should be interpreted as a promise to pay benefits beyond the Ending Date. A Post-65 Medicare option shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to the Ending Date.

4. (a) For retirees not described in paragraph 5 er 6 below, in order to receive Retiree Medical Benefits until the Ending Date, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to paragraph 6 below. During the term of this Memorandum of Agreement, the Company and retiree Contribution Percentages/Amount will be based on the following contribution schedule:

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

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



FRC TA

## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

Gompany medical plan option for a subsequent plan year during the annual enrollment period for such subsequent plan year.

### 5. New Hires

- (a) A "New Hire" is any employee whose date of hire is on or after August 16, 2009 but prior to [the effective date of this Memorandum of Agreement date—of retification]. A New Hire also includes any employee who was rehired on or after August 16, 2009 but prior to [the effective date of this Memorandum of Agreement date—of ratification] and who was not entitled to a Service or Disability pension at the time of his or her prior employment termination. A New Hire meeting the eligibility criteria in paragraph 5(b) below shall be eligible for the benefit provisions described below in paragraphs 5 (c), upon retirement from the Company. A New Hire shall not be entitled to Retiree Medical Coverage described in paragraphs 1 through 4 and 6 through 8 of this Memorandum of Agreement. Effective August 16, 2009, any employee whose date of hire or rehire is on or after August 16, 2009 and who otherwise did not qualify for any Company subsidized retiree medical coverage upon his or her initial employment termination (a "New Hire"), shall be eligible for the benefit provisions described below in paragraph 5(b) and (c) upon retirement from the Company.
- (b) To be eligible for the benefits described in this paragraph 5, a New Hire must have attained one of the following combinations of Accredited Service, as defined by the Pension Plan, and age at the time of retirement:
  - (i) at least 30 years of Accredited Service and any age; or
  - (ii) at least 15 years of Accredited Service and age such that the total of the individual's years of Accredited Service and age equals at least 76.
- (b) (c) If a New Hire is eligible for retiree medical coverage under this provision pursuant to paragraph 5(b), she or he shall receive upon retirement an annual benefit for medical coverage, under the Plan until he/she is eligible for Medicare, for the rest of her or his life of \$400 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years). A Post-65 Medicare option shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to the Ending Date.
  - (c) Once a New Hire retiree becomes oligible for Medicare, the Company's contribution shall be adjusted to reflect the relative cost of such coverage as compared to that for pre-Medicare retirees. In no case, however, shall the amount



## FRL

## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

paid to a Medicare-eligible retiree be less than 50% of the amount paid to a similarly situated pre-Medicare retiree with equal Accredited Service.

- (d) The Company in its discretion may arrange for market based medical plan option(s) not offered by the Company to be made available as an alternative to Company retiroe medical plan option(s) for Medicare eligible participants. In such case, during annual enrollment, Medicare eligible retiroes may elect to obtain medical coverage under a non-Company market based medical plan option or under a Company medical plan option. If a Medicare eligible retiroe elects coverage under a non-Company option for a plan year, the annual benefit set forth above in 5(c) does not apply to such retiroe. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement (HRA) for such retiroe, and if so the amount of any HRA credit provided by the Company for such plan year will be determined at the discretion of the Company. If a Medicare eligible retiroe elects medical coverage under a non-Company market based medical plan option for a plan year, the retiroe may elect medical coverage under a Company medical plan option for a subsequent year during the annual enrollment period for such subsequent plan year.
- (d) A "2022 New Hire" is any employee whose date of hire is on or after [the effective date of this Memorandum of Agreement date of retification]. A 2022 New Hire also includes any employee who was rehired on or after [the effective date of this Memorandum of Agreement date of retification] and who was not entitled to a Service or Disability pension at the time of his or her prior employment termination. A 2022 New Hire shall not be entitled to any benefits under this Memorandum of Agreement.
- 6. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after April 1, 2016 January 1, 1997 and who are not retirees described in paragraph 5.
  - (b) When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premium"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

Coverage Category
Retiree only (primary coverage)

Capped Retiree Medical Benefits Premium \$11.500



FRC

### Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

Retiree plus one dependent coverage	\$23,000
Retiree plus 2 or more	\$26,000
Medicare covered retiree (per eligible life)	\$4,900

- (c) The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.
- 7. In order to receive Retiree Medical Benefits until the Ending Date, for retirees not described in paragraph 5 er 6 above, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 6 so above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
- 8. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 6 above is based upon the \$400 deductible coverage option. If the retiree elects the \$200 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option. If the retiree elects the \$1,000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 6, the Company Contribution amount for all coverage options, including the \$200 deductible coverage option, and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
- 9. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the this Memorandum Articles of Agreement. This notification will take place, in writing, within fifteen calendar days prior to the date of modification or rescission. This



# FRC

## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

notification will specify the cause for and effect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.

- 10. The funding and the operation of the trust, the level and administration of the Retiree Medical Benefits or the benefits described in paragraph 5; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 11. The provisions of this Memorandum of Agreement will take effect, and replace and supersede, the current Voluntary Employee Beneficiary Association (VEBA) Memorandum of Agreement (which shall remain in effect for the 45-day interim period following ratification) is effective on 45 days following the date of ratification of the 2022 Agreement unless otherwise specified in this MOA, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retiree Medical Benefits shall terminate on August 2, 2025 August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA		
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative		
Date	Date		





## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

Replace the Memorandum of Agreement (MOA) entitled "VOLUNTARY BENEFICIARY ASSOCIATION (VEBA)" with the following new MOA entitled "RETIREE MEDICAL BENEFITS"

### MEMORANDUM OF AGREEMENT

#### between

### FRONTIER SOUTHWEST INCORPORATED

#### and

### COMMUNICATIONS WORKERS OF AMERICA

### RETIREE MEDICAL BENEFITS

Frontier Southwest Incorporated (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to following provisions concerning retiree-medical-benefits.

- 5. (a) An Eligible Participant who retires during the term of this Agreement and who meets the requirements of paragraph 2-shall be eligible for post-retirement medical benefits ("Retiree Medical Benefits") for her/himself and for his/her dependents beginning on the first day of the month following the employee's retirement date and ending when the employee becomes eligible for Medicare (the "Ending Date").
  - (b) In the event of the death of a retiroe receiving Retiroe Medical Benefits prior to the Ending Date, coverage for each of the retiroe's dependents, if any, will continue until the Ending Date (meaning when the retiroe would have become eligible for Medicare at age 65), provided that such dependent otherwise remains eligible and severed under the terms of the Plan (as described in paragraph 2).
  - (c) For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue Retiree Medical Benefits for such retirees or their dependents beyond the Ending Date under any circumstance and that Retiree Medical Benefits shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.



# 5 RC

### Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

- In order to be eligible for Retirce Medical Benefits, a retirce must be eligible for a Service
  or Disability pension under the Frontier Communications Pension Plan (the "Pension
  Plan").
- 7. The level and type of Retiree Medical Benefits for Eligible Participants shall be governed by "Your Retiree Medical Coverage for West Heurly Retirees" programs under Frentier Communications Corporate Services Inc. Retiree Plan for Group Insurance ("the Plan") and based on the non-Medicare eligible participant's election. A Post-65 Medicare option shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to the Ending Date. "Your Retiree Medical Coverage for West Heurly Retirees" programs and the Plan may be amended or discontinued by the Company at its discretion.
- 8. For retirees not described in paragraph 5 below, in order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to paragraph 6 below. During the term of this Memorandum of Agreement, the Company and retiree Contribution Percentages/Amount will be based on the following contribution-schedule:

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

### 5. Now Hires

- (a) A "New Hire" is any employee whose date of hire is on or after August 16, 2009 but prior to [date of ratification]. A New Hire also includes any employee who was rehired on or after August 16, 2009 but prior to [date of ratification] and who was not entitled to a Service or Disability pension under paragraph 2 above at the time of his or her prior employment termination. A New Hire meeting the eligibility criteria in paragraph 4.5 (b) below shall be eligible for the benefit previsions described below in paragraphs 5 (c), (d), and (e) upon retirement from the Company. A New Hire shall not be entitled to Retiree Medical Goverage described in paragraphs 1 through 3.4 and 5.5 through 7.8 of this Memorandum of Agreement.
  - (b) To be eligible for the benefits described in this paragraph 5 4, a New Hire must have attained one of the following combinations of Accredited Service, as defined by the Pension Plan, and age at the time of retirement:



## TA FRI

## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

- (i) at least 30 years of Accredited Service and any age; or
- (ii) at least 15 years of Accredited Service and age such that the total of the individual's years of Accredited Service and age equals at least 76.
- (c) If a New Hire is eligible for retiree medical coverage pursuant to paragraph 4.5 (b), she or he shall receive upon retirement an annual benefit for medical coverage under the Plan beginning on the first of the menth following the employee's retirement until the Ending Date, of \$400 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years). In the event of the death of a New Hire receiving the annual benefit prior to the Ending Date, the annual benefit provided in this paragraph (c) shall continue for the employee's dependents, if any, until the Ending Date (meaning when the employee would have become eligible for Medicare at age 65), provided that the dependents otherwise remains eligible and covered under the terms of the Plan. A Post-65 Medicare eption shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to the Ending Date. For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue the annual benefit provided in this paragraph (c) beyond the Ending Date under any circumstance and that the annual benefit shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.
- (d) A "2022 New Hire" is any employee whose date of hire is on or after [date of Ratification]. A 2022 New Hire also includes any employee who was rehired on or after [date of Ratification] and who was not ontitled to a Service or Disability pension under paragraph 2 above at the time of his or her prior employment termination. A 2022 New Hire shall not be entitled to any benefits under this Memorandum of Agreement.
- 6. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Promiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Promiums for employees who retire on or after January 1, 1997 and who are not retirees described in paragraph 4-5.
  - (b) When the Retirce Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below ("Capped Retirce Medical Benefits Premium"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retirce Medical Benefits Premiums.

Goverage Category
Retiree only (primary coverage)
Retiree plus one dependent coverage
Retiree plus 2 or more

Capped Retiree Medical
Benefits Premium
\$11,500
\$23,000
\$26,000

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



## FRL

### Frontier Proposal #7 Retirement Benefits

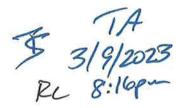
2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

- 7. In order to receive Retiree Medical Benefits, for retirees not described in paragraph 5 above, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraph 6 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
- 8. The Capped Retiree Medical Benefits Premium and the Maximum Company Centribution Amount set forth in paragraph 6 above is based upon the \$400 deductible coverage option. If the retiree cleets the \$200 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option. If the retiree cleets the \$1,000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 6, the Company Contribution amount for all coverage options, including the \$200 deductible coverage option, and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
- 9. The level and administration of the Retiree Medical Benefits or the benefits described in paragraph 5; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 10. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retirce Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retirce Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retirce Medical Benefits shall terminate on [date], and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA
Rick A. Carpenter	Teny Shaffer





## Frontier Proposal #7 Retirement Benefits

2022 Texas CWA District 6 Negotiations Revised: January 10, 2023

Director - Labor Relations	CWA Representative	
Date	Date	
➤ Modify Article 23 Pensions as fo	llows:	
	ARTICLE 23 PENSIONS	

### Section 1. Pension Plan

1.1 The pension plan for the employees of the Company covered by this Agreement shall be the plan as outlined in the "Frontier Communications Pension Plan Southwest and Florida beeklet, "GTE Benefits Pension Summary Plan Description (the Plan)," as amended or as may be amended thereafter.

### Section 2. Pension Plan Changes

- 2.1 During the term of this Agreement, the Company agrees that no changes will be made in the (the Plan) "GTE Southwest Incorporated Plan for Hourly-Paid Employees' Pensions" without prior concurrence of the Union.
- > Extend the following five (5) MOAs through the same expiration date as the 2022 Texas CWA District 6 Agreement:
  - Lump Sum Payment Option
  - Pension Benefits
  - Pension Plan Pension Minimums

four (4)

- Pension Plan Survivor Benefits
- Retiree Life Insurance:

## Frontier Proposal #9 MOA's and Other Side Agreements

Modified March 8, 2023

8 3/9/2023

RC 8:/6/A

### Frontier Proposal #9

### **CORE CBA 48**

**Key to Matrix** 

Continue As Is Addressed by Co. Proposal		Already Expired - No Action Necessary	
Modify/Clean Up	Will Expire	Delete	Renew

Title	Type of Agreement	Expiration Date	Company Position
2015 Texas Acquisition Related			Addressed by Co. Counter
MOA (As amended in 2018	MOA	8/6/2022	to U18
Negotiations)			
Exhibit III (Joint National			
Frontier/CWA Partnership			
Forum to Promote the Success	Exhibit	8/6/2022	Agree to Delete (as per
and Security of the Business and	EXHIBIC		Co. Counter to U18.)
its CWA Represented			
Workforce)			
Exhibit V (Incentive	Exhibit	None	Renew (as per Co.
Compensation Sales Activity)	EXHIBIT	None	Counter to U18)
Adoption Assistance	MOA	8/6/2022	Renew
Arbitration Procedure	MOA	8/6/2022	Renew
Business Attire	MOA	None	Addressed by Co.
Business Attire	IVIOA	None	Proposal 3
Business Process Labor	MOA	8/6/2022	Renew
Management Committee	IVIOA	8/0/2022	Nones.
Collocation – SBC CO	MOA	8/6/2022	Renew
Commitment to Saving Plan	LOU	None	Renew
Changes for New Hires	100	None	Mener
Common Control Scheduling	MOA	8/6/2022	Renew
Common Interest Forum	LOU	None	Continue As Is
Commuter Spending Account	MOA	8/6/2022	Renew
Comprehensive Medical Plan	MOA	8/6/2022	Addressed by Co. Proposal 1
Consumer Sales Consultant Sales Incentive Compensation Plan	MOA	8/6/2022	Renew
Consumer Sales Incentive Compensation Plan	MOA	8/6/2022	Renew
Contract Labor	MOA	8/6/2022	Renew
Contract Labor Reporting	MOA	8/6/2022	Renew
COPE Payroll Deduction	MOA	8/6/2022	Renew
Cross Functional Work Sharing	MOA	8/6/2022	Addressed by Co. Counter to U#20
Customer Technician Intern	MOA	8/6/2022	Renew
Dental Plan	MOA	8/6/2022	Renew (as per Co. Proposal 1)
Domestic Partner Benefits	MOA	8/6/2022	Renew (as per Co. Proposal 1)
Education and Life Long Learning	MOA	8/6/2022	Renew

## Frontier Proposal #9 MOA's and Other Side Agreements

Modified March 8, 2023

RC

Frontier Proposal #9

### **CORE CBA 48**

**Key to Matrix** 

Continue As Is	Addressed by Co. Proposal	Proposal Already Expired - No Action Necessary	
Modify/Clean Up	Will Expire	Delete	Renew

Title	Type of Agreement	Expiration Date	Company Position
Elimination Of Buried Service	MOA	None	Continue As Is
Wire Contract (CBA 548)	IVIOA	None	Continue As is
Family and Medical Leaves of	MOA	8/6/2022	Renew
Absence (FMLA)	IVIUA	6/0/2022	Nenew
Fiber Network Field Technician	MOA	8/6/2022	Renew
FIOS Jobs of the Future	MOA	8/4/2018	Modify (as per Co. FFI MOA Proposal)
Flexible Spending Account (FSA)	MOA	8/4/2018	Renew (as per Co. Proposal 1)
Flexible use of FNFTs and CZT lis	MOA	8/6/2022	Renew
Force Adjustment	MOA	8/6/2022	Renew
Force Adjustment Boundaries	MOA	8/6/2022	Modify (as per Union Proposal #1)
Force Surplus - CZT II and FNFT	MOA	8/6/2022	Renew
Four-Day Workweek	MOA	8/6/2022	Renew
Frontier Texas Call Center Operations	MOA	8/6/2022	Modify (as per Co.  Proposal 8)
Health Reimbursement Account	MOA	8/6/2022	Delete (as per Co. Proposal 1)
Hearing Aid Benefit	MOA	8/6/2022	Renew
Holidays	MOA	8/6/2022	Delete-Refer to Article 8
Home Dispatch	MOA	8/6/2022	Renew
Hourly Savings Plan (HSP)	MOA	8/6/2022	Modify (as per Co. Proposal 7)
Hourly Savings Plan Company Contributions	MOA	8/6/2022	Modify (as per Co. Proposal 7)
Income Security Plan (ISP)	MOA	8/6/2022	Renew
Language Assistance Retail Sales Consultant	MOA	8/6/2022	Renew
Long Term Disability (LTD)	MOA	8/6/2022	Renew
Lump Sum Payment Option	MOA	8/6/2022	Renew (as per Co. Proposal 7)
Mail Order Prescription Plan (MOPP)	MOA	8/6/2022	Renew (as per Co. Proposal 1)
National Sales Incentive Compensation Plan	MOA	8/6/2022	Renew
Network Assistant	MOA	8/6/2022	Renew
Neutrality and Consent Election	MOA	8/6/2022	Renew

## Frontier Proposal #9 MOA's and Other Side Agreements

Modified March 8, 2023

### Frontier Proposal #9

### **CORE CBA 48**

**Key to Matrix** 

Continue As Is	Addressed by Co. Proposal	Already Expired - No Action Necessary	
Modify/Clean Up	Will Expire	Delete	Renew

Title	Type of Agreement	Expiration Date	Company Position
Non-Precedent Setting Agreement	МОА	May be terminated with 30 days written notice	Renew
On-Call Premium Pay	MOA	8/6/2022	Renew
One-Time LTD Open Enrollment	LOU	None	Modify (as per Frontier Counter to U #8)
Overtime Partnership Sub- Committee	LOU	None	Renew
Pension Benefits	MOA	8/6/2022	Renew (as per Co. Proposal 7)
Pension Plans – Pension Minimums	MOA	8/6/2022	Renew (as per Co. Proposal 7)
Pension Plan Survivor Benefits	MOA	8/6/2022	Renew (as per Co. Proposal 7)
Personal Lines of Insurance	MOA	8/6/2022	Renew
Prescription Identification Card (PIC)	МОА	8/6/2022	Renew (as per Co. Proposal 1)
Principles for the Assignment of Work	MOA	8/6/2022	Renew
Relocation Allowances	MOA	8/6/2022	Renew
Retail Sales Incentive Compensation Plan	MOA	8/6/2022	Renew
Retiree Life Insurance	MOA	8/6/2022	Renew (as per Co. Proposal 7)
Service and Seniority Recognition	MOA	8/6/2019	Already Expired - No Action Necessary
Special Payment for Formal Training	MOA	8/6/2022	Renew
Supplemental Term Life Insurance (STL)	MOA	8/6/2022	Renew (as per Co. Proposal 1)
Telephone Concession	МОА	None	Delete - Replace with Employee Discount MOA (as per Co. Proposal 5)
Testing	MOA	8/6/2022	Renew
Texas Region Call Center Partnership Sub-committee	LOU	None	Modify (as per Frontier Counter to U #17)
Union Leave of Absence	MOA	8/6/2022	Renew
Vacation Donation	MOA	8/6/2022	Renew
Vehicle Maintenance Mechanic / Vehicle Maintenance Technician	MOA	8/6/2022	Renew

### **Frontier Proposal #9 MOA's and Other Side Agreements**

### Frontier Proposal #9

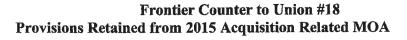
### **CORE CBA 48**

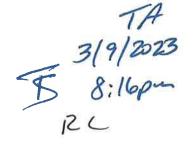
Ke	y to	M	at	rix

5	Frontier Proposal #9 MOA's and Other Side Agreements		Modified March 8, 2023	
Frontier Proposal #9 ey to Matrix	CORE CBA 4			,,,
Continue As Is	Addressed by Co. Proposal	Already Expired - No Action Necessary		
Modify/Clean Up	Will Expire	Delete	Renew	

Title	Type of Agreement	Expiration Date	Date Company Position	
Vision Plan	MOA	8/6/2022	Renew (as per Co. Proposal 1)	
Voluntary Employees Beneficiary Association (VEBA)	MOA	8/6/2022	Modify (as per Co. Proposal 7)	
Voluntary Layoff Leave of Absence	MOA	8/6/2022	Renew	
Voluntary Termination Bonus	MOA	8/6/2022	Renew	
Work At Home Trial	MOA	8/6/2022	Replace (as per Co Proposal 2)	
Workplace Performance Monitoring / Recording	MOA	8/6/2022	Renew	







2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

Modify the Retained Provisions of the 2015 Acquisition Related MOA, as follows:

During **2022** Contract Negotiations, CWA and Frontier agreed to extend and/or amend certain Sections of this MOA; the MOA, as extended and/or amended, appears below. Original Section numbering is retained.

### **MEMORANDUM OF AGREEMENT**

between

### FRONTIER COMMUNICATIONS CORPORATION

and

### COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

2015 Texas Acquisition-Related Memorandum of Agreement

[As modified in 2018 and 2022 Negotiations]

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

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

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





## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

#2: Moot, expired August 4, 2020; delete

### 2. Job Security Protection

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

#5: Renew through 1-31-25 7-1-24, as modified below

### 5. Texas Sales and Service Center Call Center Call Routing

a) Texas State-Based Sales and Service Call Routing: the Company commits that through January 31, 2025 July 1, 2024, in-bound sales and account service calls which are generated within the State of Texas and are the types of calls currently handled by Covered Employees will first be routed to the CWA-represented Texas call centers; if those call centers are in an overflow situation, calls would then be routed first to other CWA-represented Company on-line call centers, and if those call centers are in an overflow situation, calls would then be routed to other union-represented Company call centers and if those centers are in an overflow state, the calls would then be routed to any available Company call center resources.

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

- b) Maintaining the Integrity of this Commitment: the Company agrees that it will not intentionally undertake any action that in any manner directs in-bound sales and service calls generated outside of Texas into Texas for the purpose of triggering the application of the overflow provisions of this Agreement. The Company will meet the Union on a regular basis to discuss how we can collectively make the Texas Call Centers successful including hiring, training, coaching, incentives, technology improvements and how to create a high performing atmosphere.
- c) <u>Emergency Situations</u>: it is understood that there may be isolated situations due to emergencies, such as technology failures, weather or acts of God that close or reduce the capacity of another call center that would require the Company to route calls from other states to Texas that may create an overflow situation. If there is a dispute over





## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

whether there was an emergency warranting an overflow situation described in the preceding sentence, the Company will provide supporting data and documentation upon request within five (5) business day of that request.

d) Call Routing Overviews: The Company will, upon request from the Union, provide an overview of its call centers and the routing process across those centers quarterly beginning July 1, 2016.

#6 Renew through 1-31-25 7-1-24, as modified below

### 6. USA - Based Workforce

The Company commits that it will not utilize personnel outside of the United States to handle the Texas-generated inbound sales and account service calls that are subject to the call routing provisions of Section 5 above. The Company will eliminate the use of any personnel outside of the United States of America to handle customer service calls, consistent with the Company's customer service philosophy to have a 100% USA—

### #10 Eliminate

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

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



5 RC

## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

#11: Retain "as is" 3-2-23: Delete. Renew the current MOA in the CBA entitled Workplace Performance Monitoring/Recording

### 11. Workplace Performance Monitoring/Recording Memorandum Of Agreement

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

#16: Retain as modified below "as is"

#### 16. Network Investment:

The Company has applied for Connect America Funds II from the Federal Communications Commission. The Company currently plans to apply for funds from the Infrastructure and Jobs Act, for its Texas footprint, in the next 12 months and the Union agrees to support any such application. The actual timing of the funding application(s) will depend on when such funding becomes available. The Company firmly agrees that investing in underserved and unserved network in Texas is of paramount priority in this acquisition.

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



5 RC

## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

#18: Retain "as is"

### 18. Incentive Compensation and Sales Activities MOA

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

#19: Retain as modified below

### 19. Community Outreach

The Company commits that from time to time during the term of the <u>2018 2022</u> contracts, a senior leader from the Company's External Affairs organization will meet in Texas with top officials of District 6 to conduct discussions of the Company's philosophy and approach to community support initiatives and local engagement. The Company and the Union will partner together on community outreach initiatives.

#20: Retain "as is" for historical purposes only (3-2-23)

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

<u>CWA Support</u>: upon complete execution of this MOA, the CWA agrees that it will support and will not oppose, seek to delay, submit testimony or seek to impose conditions on the proposed transaction regarding Frontier's acquisition of the Verizon Communications operations in California, Texas and Florida in any federal, state or local regulatory or legislative proceeding, including Federal Communications Commission ("FCC") WC Docket No. 15-44. As agreed to by Frontier and CWA and based on applicable regulatory requirements, the CWA will immediately file a written notice with the FCC to advise the FCC that Frontier and the CWA have entered into an agreement resolving their outstanding issues related to the proposed transaction, the CWA no longer has any objection to the transaction and the commission approving the transaction, and that the CWA will not be filing any further pleadings, advocating for any conditions related to the transaction or otherwise participating related to the transaction. Further, the CWA will not intervene or participate in any other regulatory or legislative proceedings involving the approval of the proposed transaction, nor will the CWA and its agents, representatives and attorneys engage in any advocacy contrary to this MOA.

a) Joint Press Release: upon complete execution of this MOA and within two (2) business days from then, Frontier and CWA will jointly prepare, issue, and present the first Press Release announcing they have reached an agreement furthering their partnership in support of this Acquisition. Before such time, the Company and Union agree not to



5 PC

## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

release any information on the fact they have reached this agreement, except to inform key Company, CWA, and Government officials privately regarding this MOA. The Union will be allowed to release information that they have reached agreement with Frontier to their membership one hour prior to the first Press Release

- b) Future Statements about this Acquisition: upon complete execution of this MOA, Frontier and CWA agree that they will speak in only positive terms about this Acquisition in all official public statements and in all contacts with public officials and that both Company and Union officers will not in any manner work to undermine this Acquisition or make any negative or otherwise disparaging remarks, or sponsor or condone such activity, about Frontier or CWA regarding this Acquisition.
- c) CWA Reservation of Rights: except as otherwise provided above, post-closure CWA expressly reserves the right to be fully involved in any regulatory proceedings concerning the Company.

#21: Retain as modified below

#### 21. Term of this MOA

The provisions of this MOA shall expire coincident with each of the 2018 2022 CBAe it has been incorporated into.

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

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative
Date	Date



## TA BRC

## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

#### EXHIBIT III

(2015 Acquisition-Related Memorandum of Agreement)

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

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

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





## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

#### **EXHIBIT V**

(2015 Acquisition-Related Memorandum of Agreement)

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

#### INCENTIVE COMPENSATION AND SALES ACTIVITIES

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

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



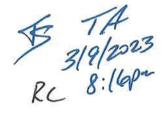
F PC

## Frontier Counter to Union #18 Provisions Retained from 2015 Acquisition Related MOA

2022 Texas CWA District 6 Negotiations Revised: March 8, 2023

Frontier Southwest Incorporated	Communications Workers of America
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative
Date	Date





## Frontier Counter to Union Proposal #30 Wages

2022 Texas CWA District 6 Negotiations Revised: March 7, 2023

#### **MEMORANDUM OF AGREEMENT**

between

#### FRONTIER SOUTHWEST INCOPORATED

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### WAGES

#### > Provide the following wage treatment to all job titles:

Effective Date	General Wage Increase
August 7, 2022*	1.5%
February 5, 2023	1.5%
August 6, 2023	1.5%
February 4, 2024	1.5%
August 4, 2024	1.5%
February 2, 2025	1.5%
<u>August 3, 2025</u>	<u>2.0%</u>
February 1, 2026	<u>1.5%</u>

<sup>\*</sup> August 7, 2022 Effective Date is contingent on ratification of a new agreement by April 15, 2023 December 31, 2022. If a new agreement is not ratified by April 15, 2023 December 31, 2022, the Effective Date of the initial 1.5% wage increase will be the date of ratification.



F RL

## Frontier Counter to Union Proposal #30 Wages

2022 Texas CWA District 6 Negotiations Revised: March 7, 2023

#### **EMPLOYEE ANNUAL RECOGNITION (EAR) BONUS**

➤ An Employee Annual Recognition (EAR) Bonus of \$700 will be paid within 30 days of ratification of the 2022 Agreement, and \$500 on the first pay period following the contract ratification anniversary date(s) in the next three two years, to all employees on the payroll as of August 31, prior to the applicable payment.

Frontier Southwest Incorporated	Communications Workers of America
Rick Carpenter	Tony Shaffer
Director Labor Relations	Staff Representative
Date	Date



#### FFI Jobs of the Future MOA

25 319/2023 8:110pm

2022 Texas CWA District 6 Negotiations Presented: March 8, 2023

Modify the FiOS Jobs of the Future MOA as follows:

#### **MEMORANDUM OF AGREEMENT**

between

#### FRONTIER SOUTHWEST INCORPORATED

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### FIOS \*\*\* FRONTIER FIBER INTERNET JOBS OF THE FUTURE

Frontier Southwest Incorporated and Communications Workers of America, recognizing the extreme importance of **Frontier Fiber Internet ("FFI") service** (formerly known as Frontier Fios<sup>sm</sup>) to the future of Frontier, and where both parties are equally committed to ensuring the continued growth and prosperity of Frontier and its employees, and in furtherance of the positive working relationship between the parties, agree to the following:

1... Article 27, Use of Contract Labor, shall not apply to any work-related activities associated with FFI Fiesem work. FFI work-related activities may include using contractors to backfill regular wireline employees who are in FFI training or performing FFI work. Nonetheless, i) the use of contract labor to perform FFI Fice work-related activities shall not result in the lay off or part-timing of any regular employees who perform the same work-related activities associated with FFI Fiee work and ii) the aggregate percentage of FFI installation and repair dispatches that the Company may contract out on an average annual basis (based on Spotfire (expected to eventually be replaced by Microsoft Power BI) or some successor tracking system) shall be capped to not exceed thirty-five forty-percent (35%) (40%) per calendar year. For example, if there are 1,000 FFI installation dispatches in a calendar year and 200 are performed by contractors and there are 1,000 FFI repair dispatches in that calendar year and zero are performed by contractors, the average annual percentage contracted out for that calendar year would be ten percent (10%). The cap shall apply only to customer facing FFI installation and repair dispatches which are



\$ TA

#### FFI Jobs of the Future MOA

2022 Texas CWA District 6 Negotiations Presented: March 8, 2023

## currently performed by <u>employees FNFTs/CZT lis</u>. All other FFI related work shall not be affected by this cap.

- 2. The Company and Union agree to meet and confer **quarterly** monthly to review the progress of the **FFI** Fies<sup>em</sup> build-out and related matters at a time and place mutually agreed to by both parties.
- 3. It is the intent of the Company and Union to conduct these meetings in the spirit of the ongoing Texas Company/Labor Partnership in all matters of communication, involvement, adaptability, integrity, trust and respect, realizing that both parties are responsible for promoting in a positive way the legacy of a viable and competitive future Frontier.
- 4. These meetings may be discontinued by mutual agreement between both parties.
- 5. This Memorandum of Agreement is effective on [date of Ratification] August 5, 2018, and shall expire on August 1, 2026 2, 2025 August 6, 2022.

FRONTIER SOUTHWEST INCORPORATED	COMMUNICATIONS WORKERS OF AMERICA
Rick A. Carpenter Director – Labor Relations	Tony Shaffer CWA Representative
Date	Date

#### **INCOME SECURITY PLAN - ENHANCED (EISP)**





2022 CWA District 6 Negotiations Presented: March 7, 2023

> Add the following new Memorandum of Agreement to the parties' Agreement:

#### MEMORANDUM OF AGREEMENT INCOME SECURITY PLAN – ENHANCED (EISP)

- 1. This Memorandum of Agreement providing for Enhanced ISP will apply and be utilized (and the ISP MOA will be superseded by this MOA and will not apply), in any situation where the Company declares a surplus and advises the Union that there is a potential for a layoff if the surplus is not relieved, whether or not the surplus is due to technological change (as defined in both this and the ISP MOA). In situations where the Company declares a surplus and advises the Union that there will be no layoff if the surplus is not relieved, the Company may offer Enhanced ISP or regular ISP, at its discretion, whether or not the surplus is due to technological change (as defined in both this and the ISP MOA).
- 2. Frontier Southwest Inc. and Communications Workers of America recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the ENHANCED INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

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

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

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change that the Company deems

#### **INCOME SECURITY PLAN – ENHANCED (EISP)**



5 PC

2022 CWA District 6 Negotiations Presented: March 7, 2023

appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

- 4. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
- 5. For those employees who are eligible in accordance with Sections 2 and 3, the Company will provide the following EISP Termination pay benefits:
  - A. EISP Termination Allowance of \$2,200, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$66,000 prior to withholding taxes. The EISP Termination Allowance is not prorated for any partial year of service.
  - B. In addition to the EISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with EISP benefits an EISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The EISP Expense Allowance is not prorated for any partial year of service.

The combined maximum EISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 5 shall in no event exceed a total of \$69,750.

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

- 6. Employees eligible for the (EISP) Enhanced Termination Allowance in accordance with Section 3 will receive a lump sum payment for the entire amount of the EISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
- 7. Reemployed employees must complete one (1) full year of accredited service with the Company before becoming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for (EISP) Enhanced Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 5 A and B above.

#### **INCOME SECURITY PLAN - ENHANCED (EISP)**



FRC TA

2022 CWA District 6 Negotiations Presented: March 7, 2023

- 8. All benefits payable under the Plan are subject to legally required deductions.
- 9. Termination benefits shall not be made if the termination is the result of any sale or disposition by the Company, of the exchange or office at which the employee is working, or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
- 10. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such thirty (30) calendar day period.
- 11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
- 12. This Memorandum of Agreement is effective on [date of ratification] and shall expire on August 1, 2026. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 1, 2026 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Southwest Inc.	Communications Workers of America
Rick A. Carpenter	Tony Shaffer
Date:	Date:

#### **INCOME SECURITY PLAN – ENHANCED (EISP)**





2022 CWA District 6 Negotiations Presented: March 7, 2023

▶ Modify the VOLUNTARY TERMINATION BONUS MOA, as follows:

## MEMORANDUM OF AGREEMENT (ISP/EISP) VOLUNTARY TERMINATION BONUS

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

- 1. Any employee who makes a voluntary election to leave the service of the Company pursuant to an **Enhanced Income Security Plan or** Income Security Plan offer made during the life of this agreement and who does separate from the Company pursuant to that offer shall receive a Voluntary Termination Bonus consisting of, as applicable:
  - A lump-sum payment of \$10,000, less taxes and withholdings, in addition to the EISP or ISP for which the employee is otherwise eligible; and,
  - For those not otherwise eligible, six months of continuation medical coverage under the terms of the plan and the employee's coverage in effect at the time of separation.
- 2. No matter concerning the Voluntary Termination Bonus or differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 3. This Memorandum of Agreement is effective on [date of ratification] August 5, 2018, and shall expire on August 1, 2026 August 6, 2022. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 1, 2026 August 6, 2022 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier Southwest Inc.	Communications Workers of America	
Rick A. Carpenter	Tony Shaffer	
Date:	Date:	



TA B RC

Frontier Proposal - Duration

Presented March 7, 2023

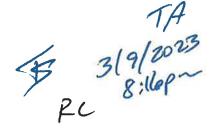
**ARTICLE 32** 

#### **DURATION**

#### Section 1. **Duration of Agreement**

1.1 This Agreement shall become effective [upon ratification] August 5, 2018, and shall remain in effect for an initial period to and including August 1, 2026 August 6, 2022, and shall continue in effect thereafter unless terminated by a sixty (60) day prior written notice given by either party to the other, in which event this Agreement shall terminate sixty (60) days following the receipt of such notice.

Frontier Revised Counter to U#31 Date 3-7-23 via email



#### **MEMORANDUM OF AGREEMENT**

#### between

**Frontier Southwest Incorporated** 

and

**Communications Workers of America** 

## GLOBAL POSITIONING SYSTEM (GPS) AND TELEMATICS MONITORING SYSTEM (TMS)

Frontier and CWA agree that the Global Positioning System (GPS) and the Telematics Monitoring System (TMS) is designed to facilitate work efficiencies, monitor vehicle performance and maintenance and employee safety through vehicle tracking. The benefits of GPS/TMS include maintaining a consistent focus on safe driving habits, reduced fuel consumption and the associated environmental impact, and providing positive recognition for top Driver Scorecard performers. The Company will not use GPS or other location-based tracking as a tool to "target" a particular employee or to "catch employees doing something wrong"; the Company understands that doing so can create a negative work environment for employees.

#### Management of Telematics:

The following are general guidelines established by management and are included for informational purposes. The handling of work rule infractions including safety violations is governed by the Section of this MOA entitled "Coaching and Potential Disciplinary Action for Infractions".

#### **Driving Continuous Improvement**

#### Communication

- Maintain a consistent focus on improving driver safety and reducing fuel consumption.
- Incorporate telematics data into safety meetings and individual coaching sessions.
- Provide positive recognition to the top Driver Scorecard Performers.

#### Reporting

- Provide employees with visibility to the data.
- Utilize reporting to identify trends rather than individual occurrences.
- Utilize the Driver Scorecard to determine positive recognition or coaching thresholds.





- For purposes of determining safe driving practices, the categories of Telematics data planned to be utilized in reporting currently include Seatbelt Usage, Speeding, Accidents/Crashes, Harsh Driving, and Idling Time.
  - If additional categories are added that relate to safe driving practices, the Union will be notified at least 30 45 work days in advance of their utilization.

#### Coaching and Potential Disciplinary Action for Infractions

Step 1: If the Company identifies through GPS or TMS reports a possible trend work rule infraction, which includes possible speeding, supervision will discuss the trend possible infraction with the involved employee and, if the trend work rule infraction did in fact occur, supervision will offer coaching to correct the identified behavior.

<u>Step 2:</u> If the Company identifies future <u>trend(s)</u> work rule infractions through GPS/TMS, the Company and the Union will meet with the employee to discuss the nature of the <u>trend(s)</u> infraction and Company performance expectations.

<u>Step 3:</u> If there are future <u>trend(s)</u> <u>infractions</u> which are identified through GPS/TMS, disciplinary action may be taken consistent with the Company's safety practices. However, in no event will disciplinary action be based solely on data obtained using GPS/TMS.

The Union reserves the right to challenge any disciplinary action through the provisions of Article 3 of the CBA.

Frontier Southwest Incorporated	Communications Workers of America	
Rick A. Carpenter	Tony Shaffer	
Director – Labor Relations	CWA Representative	
Date	Date	