

# ARTICLES OF AGREEMENT

between

**Citizens Telecom Services Company, LLC  
Technical Support Organization (TSO) Work At Home**



and

**Communication Workers of America  
Local 6171**



Effective January 15, 2020 through January 13, 2024

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# **AGREEMENT**

## **ARTICLE 1**

### **PREAMBLE**

This Agreement is made as of January 15, 2020, by and between Citizens Telecom Services Company, hereinafter referred to as the “Company”, “Frontier” or “Management” and the Communications Workers of America, AFL-CIO, hereinafter referred to as the “Union”, and the employees of the Company in the Bargaining Unit.

### **RESPONSIBLE UNION-COMPANY RELATIONSHIP**

The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

Company representatives, particularly the first level of supervision, have the day-to-day responsibility to deal reasonably and in good faith with Union representatives. To establish a tradition of responsible relations between the Company and the Union, it is the intent of both organizations to deal with one another at all levels in a sincere, honest, and businesslike manner.

## **ARTICLE 2**

### **RECOGNITION & SUCCESSORSHIP**

#### **2.1 Designation of Bargaining Unit**

2.1.1 The Company recognizes the Union as the exclusive collective bargaining agency for all regular full-time and part-time “Work From Home” Internet Help Desk Activations Technicians, Internet Help Desk Online Support Technicians, Internet Help Desk Rapid Response Technicians, Internet Help Desk Technicians, Internet Help Desk Team Leads, Senior Internet Help Desk Technicians, and Fiber Optics Service Technicians, including their future equivalent job titles, employed by Citizens Telecom Services Company, LLC (the “Employer”), an affiliate of Frontier Communications Corporation, and headquartered at the Employer’s facility located at 805 Central Expressway

South, Allen, Texas 75013, as certified on February 9<sup>th</sup>, 2018, by the National Labor Relations Board (Case Number 16-RC-211901).

## 2.2 Recognition

2.2.1 The Company agrees in the manner hereinafter described to meet and bargain with the representatives of the Union with respect to grievances, wages, hours of employment, and working conditions.

## 2.3 Local President Information

2.3.1 Management will furnish the new employee with name, telephone number and address of the Union Local President (as currently available and as provided by the Union) as a part of the orientation process.

## 2.4 Successorship

2.4.1 This Collective Bargaining Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Collective Bargaining Agreement. The Company will provide the Union with at 30 days' notice of the sale or transfer of the business covered by this CBA, if permissible by applicable law and regulation, and to the extent such disclosure is not otherwise prohibited by any agreement between the Buyer and the Company with respect to the sale or transfer. In any event, the Union will receive notice immediately before or coincident with the public disclosure of the sale or transfer.

# **ARTICLE 3**

## **UNION DUES AND PAF/COPE PAYROLL DEDUCTION**

3.1 The Company agrees to deduct Union Dues from the weekly wages of those employees in the Bargaining Unit who authorize such deductions, in writing, during the life of this contract unless such authorization is revoked, in writing by the employee. Such deductions will be forwarded monthly to the Union.

3.2 The Company shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that authorized by the employee constituting actual deductions made from wages earned by the

employee. In addition, the Union shall indemnify and save the Company harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Section.

3.3 The Company agrees, upon request, to furnish all names, addresses, job classification and locations of all employees in the Bargaining Unit.

3.4 Citizens Telecom and Communications Workers of America agree to the following provisions for the payroll deduction of CWA COPE (Committee on Political Education), PAF (Political Action Fund).

3.4.1 The Company will make collection of COPE/PAF funds once each month through payroll deduction from employee's pay upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Company.

3.4.2 The Company also agrees to remit the amounts so deducted to the designated representative of the Union and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made.

3.4.3 The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the COPE/PAF deduction authorization forms.

3.4.4 The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of COPE/PAF collection from the employees and subsequent transfer to the Union

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

4.1 The Union agrees and understands that included within the scope of this Collective Bargaining Agreement is the Company's right to manage the business in an efficient and cost-effective manner and further recognizes the determination set forth in this Article rest solely with the Company to the extent those determinations are not in direct conflict with specific provisions found elsewhere in this Agreement.

4.2 The management of the Company's business and its operations, the direction of the workforce, including the right to hire, assign, suspend, transfer, promote within the bargaining unit, evaluate, discipline or discharge employees for cause and to maintain discipline and efficiency of its employees and the right to lay off employees

consistent with the provisions of this agreement; because of lack of work or for other legitimate reasons; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved production methods; processes or equipment, the right to decide the number and location of offices; the nature of equipment or machinery; the services to be rendered, the methods and processes of operation; the scheduling of production, the method and priority of training employees; the designing and engineering of facilities; the right to contract, outsource and transfer work consistent with the provisions of this agreement; and the control of materials and supplies; the right to eliminate, create, change or consolidate jobs and operations; the right to hire temporary, part-time and occasional employees; the right to sell, lease or otherwise dispose of its buildings, production facilities and/or inventory; the right to determine its financial and business policies; the right to enact and enforce sales and incentive programs; the right to make and enforce reasonable work rules and regulations including but not limited to those pertaining to attendance, substance abuse, performance standards and measures, dress code, including business attire and uniform programs; on the job conduct, job performance and the right to enact and enforce Company policies including employee codes of conduct and other rules and regulations, all of which are vested exclusively in the Company, to the extent that they are not in direct conflict with specific provisions found elsewhere in this Agreement.

- 4.3 It is understood and agreed that all the rights, powers or authority inherently possessed by the Company are retained by the Company, except those which are clearly and specifically relinquished in this Agreement.
- 4.4 Nothing contained herein in this Article is intended to deprive the Union or any employee of any rights granted herein or as provided by law and shall not waive the Union's right under federal law to bargain, upon timely request, over changes to terms and conditions of employment.

## **ARTICLE 5**

### **NO LOCKOUT - NO STRIKE**

- 5.1 The Union agrees that it will not call, encourage, authorize, ratify or engage in any strike, slowdown, sympathy strike, or other interference with or interruption of work, for any reason, during the term of this Agreement or any renewal term hereof. In the event of a labor conflict involving Frontier Communications or another employer, where the Company is notified of violence or threatening activity, an employee will not be required to cross an authorized picket line. The Company agrees not to lock out employees during the term of this Agreement.
- 5.2 Each employee agrees that he will not himself / herself or with or for others engage in any violations of the prohibition of the above for any reason during the term of this Agreement. Any breach of this Article by any employee or group of employees shall

be grounds for discipline up to and including discharge or such other lawful disciplinary action as the Company may elect to impose.

- 5.3 Should any strike, slowdown or work stoppage occur in violation of this Article the Union shall act promptly to terminate such action and bring about an immediate return to normal operations.

## **ARTICLE 6**

### **DEFINITIONS**

- 6.1 “Regular Employee” A person who has completed the three (3) months probationary period and has been accepted by the Company for continued employment in a vacated or newly established regular position which falls within the Bargaining Unit as set forth in Article 2.
- 6.2 “Probationary Period” All new employees shall be considered probationary employees until completion of three (3) months of continuous service. Probationary employees have no rights or privileges under the terms of this Agreement unless specifically provided for. The retention of a probationary employee is at the sole discretion of the Company, and termination of employment of such employee at any time prior to satisfactory completion of his/her three (3) month probationary period shall not be subject to review through the arbitration procedure of this Agreement.
- 6.3 “Seniority” The computed employment service according to which an employee can receive certain preferential treatments to such extent as specifically named within this Agreement. Should two or more employees possess equal seniority, seniority will be determined by the order of dates of birth (mm/dd/yy) of each employee concerned.

## **ARTICLE 7**

### **WORK SCHEDULES / OVERTIME**

- 7.1 “Scheduled Hours” Hours falling within an employee’s scheduled tour. Any of the hours which are officially posted on the work schedule for a particular employee to work.
- 7.2 “Tour” The entire scheduled workday of an employee.
- 7.3 “Basic Workweek” The workweek shall consist of 40 hours per week. The workweek runs from Sunday through Saturday inclusive. Absence from scheduled assignments that are paid are included in the basic workweek.
- 7.4 “Basic Workday” Any consecutive hours, not to exceed ten (10), between 12 midnight and 11:59 p.m. It excludes the meal period and includes two (2) relief

periods. The meal period will not be taken less than two (2) hours into the employee's tour and shall not exceed sixty (60) minutes.

- 7.5 "Overtime" For a five (5) day/ eight (8) hour workweek, any time worked in excess of eight (8) hours in any one (1) day. For a four (4) day/ ten (10) hour workweek, any time in excess of ten (10) hours in any one (1) day and in either case, work in excess of forty (40) hours in any workweek shall be paid for at one and one-half (1 ½) times the basic hourly wage rate.
- 7.6 "Payroll Week" The period from Sunday through the next following Saturday, both inclusive.
- 7.7 "Payday" Paychecks will be issued based on the Company's current payroll schedule. Where allowed by state law, employees may be required to enroll in Direct Deposit for payroll distribution.

## **ARTICLE 8**

### **PERFORMANCE OF BARGAINING UNIT WORK**

- 8.1 As provided in Article 4, Management Rights, the Company has the right to contract, outsource, and transfer work. Work covered by this Agreement has been historically outsourced to vendors and also shared internally via a national call routing process. The long-term viability of a purely work-at-home operation is uncertain. In addition, continuing technological changes and the needs of the business may impact the work functions performed under this Agreement. Notwithstanding all of these circumstances, the Company commits that it will not outsource bargaining unit work to vendors for the purpose of eliminating the bargaining unit, provided the Company is able to continue to maintain a viable Texas-based work-at-home operation to perform the work covered by this Agreement.

## **ARTICLE 9**

### **WAGES**

#### **TSO TECHNICIAN - WAGE SCHEDULE**

All active Allen TSO bargaining unit employees on Frontier's payroll at the time of ratification of the 2019 Allen TSO Agreement will be placed on the TSO Technician Wage Schedule effective the first pay period following ratification. Placement on a wage progression step of the TSO Technician Wage Schedule will reflect an employee's current service with Frontier, unless placement on that step would result in a reduction to an employee's current hourly base wage rate. (In such case an employee



will be moved to the appropriate higher wage progression step that is greater than the employee's current hourly base wage rate).

General Wage Increases (GWIs) will occur as noted below.

- GWIs effective the first pay period following the contract anniversary date in 2021-2.0%, 2022-2.0%, and 2023-2.0% (Actual effective date for the GWIs TBD based on the contract ratification date.)

<b>TSO Technician Wage Schedule</b>				
	<b>1/19/2020</b>	<b>1/17/2021</b>	<b>1/16/2022</b>	<b>1/15/2023</b>
<b>Start</b>	16.43	16.76	17.09	17.44
<b>12 months</b>	17.14	17.48	17.83	18.19
<b>24 months</b>	17.85	18.21	18.57	18.94
<b>36 months</b>	18.70	19.07	19.46	19.84
<b>48 months</b>	19.50	19.89	20.29	20.69
<b>60 months</b>	22.14	22.58	23.03	23.50

## **ARTICLE 10**

### **COMPANY POLICIES**

10.1 Except as expressly and specifically provided for elsewhere in this Agreement, all employees covered by this Agreement will be considered to be covered under Company Policy. All provisions of Company Policy, not specifically addressed in this Collective Bargaining Agreement and applying to non-represented employees, will apply in the same manner to the employees covered by this Agreement. No Company Policy, not specifically addressed in this collective bargaining agreement, will be revised or eliminated during the course of this Agreement unless it is revised or eliminated in the same manner for non-represented employees. These policies will be provided to the Union upon request.

## **ARTICLE 11**

### **HOLIDAYS**

11.1 The following days are currently observed as holidays by the Company:

New Year's Day  
Martin Luther King Day  
President's Day

Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

- 11.1.1 If a holiday falls on a Saturday then the Friday before will be observed. If the holiday falls on a Sunday then the Monday after will be observed.
- 11.1.2 A regular full-time employee will be paid a holiday allowance of 8 hours pay at the employee's basic wage rate for each of the holidays, whether or not they perform work.
- 11.1.3 A part-time employee's holiday allowance will be prorated based on the number of hours the employee worked in the preceding 13 weeks, using a 40 hour work week.
- 11.1.4 Employees may be excused from working a holiday based on the needs of the business.
- 11.1.5 It is understood that when an employee works a holiday, they shall receive eight (8) hours of holiday pay and they shall receive one and one-half times their normal rate of pay for all hours worked.
- 11.1.6 Any employee who does not work on a holiday and who is absent the scheduled workday preceding or following the designated holiday without being excused by the Company for such absence will forfeit their right to holiday pay.

## **ARTICLE 12**

### **HEALTH AND WELFARE BENEFITS**

- 12.1 Employees shall be eligible during the term of this Agreement to participate in such health and welfare benefit plans and programs ("Plans") as may be in effect from time to time for non-represented employees of Frontier Communications. The terms of such participation, including eligibility, shall be in accordance with the provisions of the Plans as are in effect. Employees shall share in the cost of the Plans in the same manner as such non-represented employees.
- 12.2 To the extent permitted by law, the Company shall have complete discretion to amend, terminate, or replace any plan or program from time to time for any reason provided that no employee will be left without the opportunity for Company sponsored medical coverage. A list of Plans in effect as of the effective date of this Agreement is set forth in Schedule A, below.

12.3 The Company shall have complete discretion to select a carrier, third-party administrator, and/or preferred provider network. The Company or other plan administrator of the Plans shall have complete discretion with respect to plan administration, and any disputes shall be handled in accordance with the plan's applicable claims procedure.

### **Schedule A**

1. **Medical Plans**

- a. Platinum PPO Plan
- b. Gold PPO Plan
- c. Choice HSA PPO Plan

2. **Dental Plans**

- a. Dental Platinum Plan
- b. Dental Gold Plan
- c. Dental Silver Plan

3. **Vision Plan**

- a. VSP Vision Plan

4. **Life Insurance Plans**

- a. Basic (effective the later of 1/1/20 or the date that an employee returns to active work)
- b. Employee Supplemental
- c. Spouse Life Insurance
- d. Child Life Insurance

5. **Long Term Disability Plans**

- a. Basic
- b. Supplemental

6. **Personal Accident Insurance/ AD&D**

7. **Flexible Spending Account(s)**

8. **Health Savings Account**

## **ARTICLE 13**

### **DISABILITY**

#### **13.1 SHORT TERM DISABILITY**

Employees are eligible for Short Term Disability (STD) coverage in accordance with the terms of the Frontier Communications STD policy which is in effect at the time the employee becomes eligible for STD coverage.

- 13.1.1 The Company requires the employee on STD to provide medical certification of the employee's inability to work due to illness or disability. The Company may also require medical certification that the employee may return to work following an absence due to illness or disability. Medical updates are required periodically during such a leave, and medical certification will be required, and may include an independent medical examination, paid for by the Company, at the Company's sole discretion.
- 13.1.2 Coverage under the STD policy begins on the sixth (6<sup>th</sup>) consecutive work day of an employee's absence due to illness or disability. The first five (5) consecutive working days of absence due to illness will be deducted from an employee's PTO allocation. If an individual does not have any PTO time available these first five (5) days are unpaid. An employee who needs to take an individual day(s) for illness is to use PTO. Article 24 does not apply to PTO allocation under this section.
- 13.1.3 Beginning on the sixth (6<sup>th</sup>) consecutive working day, the employee will be covered by Frontier Communications STD policy and procedures.

#### **13.2 LONG TERM DISABILITY**

- 13.2.1 In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided for above, the Company will offer a Long-Term Disability Plan (hereinafter referred to as LTD). Employee paid supplemental LTD plans may also be offered at Company discretion. All provisions of the plan are available in the summary plan description.

## **ARTICLE 14**

### **DISCHARGING AND SUSPENDING EMPLOYEES**

- 14.1 The Company will have just cause before discharging or suspending an employee who has at least 12 months of credited service with the Company at the time of his or her discharge or suspension. A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this agreement.

14.2 The Union may grieve, but may not arbitrate, the discharge or suspension of an employee who has less than 12 months of credited service at the time of his or her discharge or suspension.

14.3 Any suspension or discharge requires notification of such act be given to the Union. Any grievance over a suspension or discharge must be presented by the Union within thirty (30) workdays from receipt of Company's notice.

## **ARTICLE 15**

### **GRIEVANCE AND ARBITRATION**

#### **15.1 Definitions**

15.1.1 For purposes of this Agreement, a "grievance" is defined as a dispute involving a specific provision or provisions of this Agreement. For purposes of this Article only, a "working day" is defined as any day other than a Saturday, a Sunday or one of the Company recognized Holidays specified in Article 11 of this Agreement.

15.1.2 While the Company may agree to discuss with the Union other employment-related disputes that are not "grievances" under subsection (a) above, the Company shall not be obligated to hear or process the dispute as a grievance subject to the procedure specified in this Article.

#### **General Provisions**

#### **15.2 Grievance Steps**

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

Grievances involving discharges must be submitted directly to Step 2 of the grievance procedure, in accordance with the requirements of subsection C below, unless the parties mutually agree that the grievance may be initiated at Step 1. Such grievances must in any event be filed within thirty (30) working days after the date of notification of termination.

##### **15.2.1 Informal Resolution**

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

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

#### 15.2.2 Step 1

- (1) If an issue was raised under subsection 15.1.1 above but could not be resolved informally between the employee and the supervisor within the ten (10) day working period provided for, the employee has thirty (30) working days after the end of that ten (10) day period to file a formal grievance with his or her supervisor.
- (2) If the issue was not informally discussed as provided in subsection 15.2.1 above, the Union has thirty (30) working days after the employee becomes aware of (or reasonably should have become aware of) the incident to file a Step 1 grievance.
- (3) At Step 1, the grievance shall be reduced to writing and the written grievance shall include the following information: the name of the grievant, what is being grieved, the action or occurrence complained of, the date(s) of that action or occurrence, the Article or Articles of the contract alleged to have been violated and the remedy requested.
- (4) The employee (if applicable), the Steward and the Company representative (or their designated representatives) within seven (7) working days will establish a date to meet and discuss the grievance. The Company will have ten (10) working days from the Step 1 meeting to respond to the grievance.
- (5) Any settlement or adjustment of a grievance at Step 1 shall be binding only for the particular grievance and shall not constitute precedent. Such settlements shall not be used in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.

#### 15.2.3 Step 2

If the grievance is not settled at Step 1 or involves the discharge of an employee, the Union Representative shall submit the formal written grievance to the Human Resources Representative within thirty (30) working days following the Step 1 answer (or the date of notification of the discharge). The Human Resources Representative and the Union must, within seven (7) working days establish a date to meet to discuss the grievance. A management representative may also choose to attend this Step 2 Grievance Meeting. The Company will submit a written

response to the Union Representative within ten (10) working days after this Step 2 meeting.

### 15.3 Arbitration

If the grievance is not settled at Step 2, and the matter at issue in the grievance is specifically made subject to arbitration in this Agreement, the Union may refer the matter to arbitration within sixty (60) working days from the Step 2 response by submitting an arbitration demand in accordance with the requirements of Article 15.

### 15.4 General Provisions

- A. The scope of a grievance may be enlarged or reduced at any Step if done in writing and with the mutual consent of the parties.
- B. If a grievance is not presented or processed within the time limits specified above, unless the parties have agreed to an extension of time in writing or the delay is caused by the party against whom the grievance is filed, the grievance and the issue(s) contained therein shall be considered settled and resolved.
- C. In the event the party against whom the grievance is filed fails to meet or respond to a grievance in accordance with the time limits specified above, and the grieving party wishes to maintain the grievance, the grieving party, at its option may consider the failure to respond as a denial of the grievance and advance the grievance to the next step. The time limits to advance the grievance to the next step of the grievance or arbitration procedure, however, will not start until receipt of the delayed response.
- D. All meetings in the grievance procedure will be held at times and places mutually agreeable to the parties. Grievance meetings may be conducted telephonically or by other "live" electronic means.
- E. No more than two (2) employees, including the steward, will normally be excused with pay during their scheduled hours to attend a grievance meeting on any given work day, and in all cases, whether or not an employee will be excused is subject to the needs of the business.
- F. Nothing in this Agreement in any manner affects the right of an individual employee or group of employees to present grievances to the Company under this Article nor affects the rights of the Union under the National Labor Relations Act, as amended. The Company agrees, however, that after a grievance arising under any provision of this Agreement has been referred to a Union Representative and such Representative has dealt with a Company Representative with respect thereto, no Company

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

## **15.5 Arbitration**

- 15.5.1 Only the matters specifically made subject to arbitration in this Agreement may be arbitrated. Unless a matter has been specifically made subject to arbitration, it shall be deemed to be excluded from arbitration by this Agreement and such matter shall not be submitted to or considered an arbitration. In addition, Company discipline of its employees at the verbal and written warning levels shall not be subject to this arbitration process.
- 15.5.2 The parties will use the American Arbitration Association (AAA) and agree to abide by the rules as set forth by the AAA that govern the invocation of arbitration, the selection of the arbitrator and the conduct of the proceedings.
- 15.5.3 Either party may elect to have a stenographic transcript of the hearing(s) prepared and that party will pay the transcription cost. If both parties elect to have the hearing(s) transcribed, the cost of the transcription will be shared equally. If a party who did not elect transcription subsequently requests or otherwise obtains a copy, the cost of the transcription will be shared equally. In any case where a hearing is transcribed, the arbitrator will receive a copy of the transcript unless the parties agree otherwise. The Union will be allowed to review all transcripts for accuracy that the Company receives.
- 15.5.4 In making an award, the arbitrator's decision shall be governed by the express terms of this Agreement. In addition, the arbitrator may not add to, subtract from, modify or disregard any Agreement provision. An arbitrator may not accept or consider any evidence that would vary or change the plain meaning of an Agreement provision that is not ambiguous on its face. These limitations on the arbitrator's authority shall not prevent an arbitrator from interpreting a provision of this Agreement.
- 15.5.5 **Scope and Retroactivity of Awards:** An arbitrator's remedy shall be limited to the specific grievance submitted for arbitration. An arbitrator's determination may or may not be retroactive as the equities of the particular case shall demand, but in any case where the determination is retroactive, the retroactive effect or relief shall be limited to two (2) weeks prior to the date the grievance is submitted at Step 1 of the grievance procedure.



- 15.5.6 The compensation and expenses of the arbitrator, any fees or charges imposed by the American Arbitration Association, and any charge incurred for arbitration facilities shall be borne equally by the Union and the Company. Each party will otherwise bear its own expenses.
- 15.5.7 The decision of an arbitrator made in accord with the provisions of this Agreement shall be final and binding upon the parties. The Union and its members and the Company agree to abide by such decisions, which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law or equity or otherwise.
- 15.5.8 If a case is withdrawn from arbitration, such withdrawal shall settle the grievance(s) and resolve any issue(s) contained therein unless the parties expressly agree to a different disposition.

## **ARTICLE 16**

### **LAYOFFS**

- 16.1 When the Company finds it necessary to lay off employees, the Company and the Union will meet and discuss alternatives (including part timing) to avoid such lay off. If no plan can be agreed upon during these discussions the procedure set forth below shall be followed:
- 16.2 The Company will give the Union twenty-one (21) days' notice of its intentions to adjust the working force. The meeting required under Section 1 above shall take place as soon as practical, but no later than seven (7) days after notice is given to the Union. Thereafter the Company will commence the layoff process. It is understood the Company has the sole authority to determine the number of employee(s), and which classifications, will be impacted by the required layoff(s). Reduction in the workforce will be made in the following manner:
- Temporary employees will be terminated first. Part-time employees will be terminated next. If additional reduction is necessary, seniority will prevail, providing the employee has the skill, ability, and knowledge to perform the work, which is available.
- 16.3 Nothing in this Article shall be construed as prohibiting the Company and the Union from modifying by mutual agreement in writing, the procedure for layoff.
- 16.4 When the Company finds it necessary to lay off employees, the following termination allowance will apply:

**Severance:**

Years of Service	Weeks of Severance
0	4
1	5
2	6
3	7
4	8
5	9
6	10
7	11
8	12
9	13
10	14
11	15
12	16
13	17
14	18
15	19
16	20
17	21
18	22
19	23
20	24
21	25
22 or more	26

This payment would be in addition to any accrued unused PTO.

**Healthcare:**

- Employees with five (5) years or less of service will be eligible to receive one (1) month of health insurance benefits, at the same level and contribution rate as when actively employed.
- An employee with more than five (5) years of service will be eligible to receive two (2) months of health insurance benefits, at the same level and contribution rate as when actively employed.
- This extension of health insurance benefits will be considered as part of the employee's COBRA continuation benefits.

## **ARTICLE 17**

### **LEGALITY**

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

## **ARTICLE 18**

### **PRODUCTIVE WORK BY MANAGEMENT**

18.1 The parties recognize the primary function of a supervisor is supervision and he or she shall not perform work which causes the elimination of a bargaining unit employee.

## **ARTICLE 19**

### **NON-DISCRIMINATION**

19.1 The Company and the Union agree that the operation or application of the provisions of this Agreement shall in no way discriminate against any individual with respect to compensation, terms, conditions or privileges of employment or otherwise affects the status of the employee because of such individual's race, creed, color, age, sex, sexual orientation, national origin, disability, or military status. The use of either the masculine or feminine gender throughout this Agreement should be construed as both genders.

## **ARTICLE 20**

### **AMENDMENTS**

20.1 This Agreement contains the entire agreement between the Company and the Union. There are no oral agreements which have not been reduced to writing for inclusion in this Agreement and no changes shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the Union.

## **ARTICLE 21**

### **BULLETIN BOARDS**

21.1 The Company agrees to furnish and provide the space to erect Union Bulletin Boards. Location of boards shall be at places where employees covered by this Agreement work or assemble. It is understood bulletin board postings will be of materials necessary to conduct Union affairs and nothing in the bulletin board postings will be derogatory to the Company, or of a controversial nature, or are otherwise deemed reasonably objectionable by the Company.

## **ARTICLE 22**

### **401K**

22.1 The 401K Plan will continue to provide Company match of fifty percent (50%) of the first six percent (6%) contributed by each eligible employee for the term of this agreement.

## **ARTICLE 23**

### **DURATION OF AGREEMENT**

23.1 This Agreement shall become effective upon ratification.

23.2 This Agreement shall continue in full force and effect until 11:59 p.m. on January 13, 2024 and it shall be automatically renewed and continued in effect from year to year thereafter unless written notice of termination is given by either party to the other at least sixty (60) days prior to January 13, 2024, or the expiration date of any succeeding annual period. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Company and the Union.

## **ARTICLE 24**

### **PTO AND WORK SCHEDULE SELECTION**

24.1 PTO requests submitted in writing for the upcoming calendar year will be granted in seniority order based on available allocated PTO hours.

24.2 PTO requests during the calendar year will be granted based on available allocated PTO hours on a first come first serve basis.

24.3 Selection of work schedules will be awarded in seniority order.

## ARTICLE 25

### PAID TIME OFF (PTO)

25.1 The Company agrees to maintain the current Frontier PTO accrual schedule, provided below, for the length of the contract term.

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

#### 25.2 PTO Carryover

Employees are not permitted to carryover unused PTO days/hours. However, it is understood that certain extraordinary business or personal circumstances may prevent an employee from his/her ability to take the full annual allotment of PTO within a particular calendar year. In such cases an employee should discuss with their supervisor as soon as possible in order to seek approval for carryover. Management retains the right to approve or deny such carryover and in no case will more than five (5) unused PTO days be carried over to the following calendar year.

## ARTICLE 26

### AUTHORIZED ABSENCES

#### 26.1 **Death in Family Leave**

An employee who is absent due to a death in the immediate family (defined as: spouse, parents, mother-in-law, father-in-law, grandparents, son or daughter, brother or sister, grandchildren, sisters-in-law, brothers-in-law or domestic partners) will be excused without loss of pay for a reasonable period of time (as determined by their supervisor), based on need and circumstances, usually 1-3 days.

Paid time off (PTO) may be requested in the instance of a death of someone outside of an employee's immediate family.

## 26.2 **Voting Time**

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

## 26.3 **Jury Duty**

Time off for Jury Duty will be allowed without loss of pay or benefits in order to fulfill your obligation. Employees are required to notify your supervisor and provide documentation at the time notice to serve is received or as soon thereafter as possible. If the Company is paying you your regular base wages, any reimbursement you receive for Jury Duty must be turned into payroll immediately upon receipt. If you are released from Jury Duty at a reasonably early hour, you are expected to return to work for the balance of the workday. You are not expected to report for Jury Duty and work for more days in the week than the number of days in the scheduled workweek.

## 26.4 **Union Duties**

Subject to the needs of the business, employees of the Company who are officers or designated representatives of the Union shall, upon reasonable notice to the employee's immediate coach/supervisor, be allowed to take time off without pay up to and including forty (40) scheduled working days per contract year; provided, however, that no more than ten (10) scheduled working days of time off granted will run consecutively.

### 26.4.1 Joint Union-Management Negotiations

The Company agrees to pay the basic straight time wages (maximum 40 hours per week), for one (1) Company employee of the Union Negotiating Committee, for a maximum of fifteen (15) work days for time spent meeting with the Company during negotiations.

26.4.1.1 The time paid for shall be limited to lost, scheduled work time.

### 26.4.2 Union Representation Meetings

26.4.2.1 Employees who customarily work at home (WAH), but are required to attend meetings as union representatives at the Company's facility in Allen, must report to and work in the Allen facility for the entirety of their regularly scheduled shift on the day of the meeting(s). Travel time to and from the Allen facility under these circumstances is not compensated. All meetings a Union Representative is required to attend will be given a 24 hour notice.

## ARTICLE 27

### NEW JOB CLASSIFICATIONS

- 27.1 Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows.
- 27.1.1 The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and a proposed initial wage schedule (which will not include any employee benefits) for the classification.
- 27.1.2 The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage schedule.
- 27.1.3 If negotiations are not so initiated, the Company may proceed to staff the new job classification and the wage schedule provided by the Company shall remain in effect.
- 27.2 If negotiations are initiated pursuant to paragraph 2 above, and agreement is reached between the parties within the thirty (30) days following the Union's receipt of notice from the Company concerning the wage schedule, the Company may proceed to staff the new job classification using the agreed upon wage schedule.
- 27.2 If negotiations are initiated pursuant to paragraph 2 above, and if the parties are unable to reach agreement on a wage schedule within thirty (30) days from the date negotiations are initiated, the Union may, within ten (10) days after the expiration of the thirty (30) day negotiation period, request that the issue of an appropriate wage schedule be submitted for resolution to a neutral third party. The Company may then also proceed to staff the new job classification using its last proposed wage schedule.
- Third Party Review
- A. The neutral third party shall be selected pursuant to the arbitration provisions of the applicable collective bargaining agreement.
- B. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that the third party undertake a full and complete job evaluation study, he or she shall review other comparable or relevant job classifications and their wage schedules for comparison purposes and may make an on-site

inspection of the workplace and conduct a reasonable number of interviews of incumbents.

- C. In determining an appropriate wage schedule, the neutral third party will endeavor to assure that the wage schedule permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace, and that the new job classification is compensated equitably.
- D. A written decision as to the appropriate wage schedule will be rendered by the neutral third party within forty-five (45) days of the date after which all evidence has been submitted or, where a hearing has been requested, the hearing is concluded. In the event that the neutral third party determines that a different wage schedule than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 180 days.
- E. The costs of the third party neutral, and any associated administrative costs imposed by a third-party administrator to which the parties have mutually agreed, will be borne equally by the parties.

## **ARTICLE 28**

### **Job Bidding – Texas Call Center Priority Consideration**

- 28.1 Qualified employees shall be eligible to receive priority consideration for call center jobs posted within CBA 48 that were not filled through the CBA 48 job bidding procedures. The priority consideration will be given to qualified candidates prior to filling vacant positions with candidates outside of CBA 48. If selected for a call center position within CBA 48, an employee's Frontier service will be recognized for seniority purposes. If the employee moves into a job with a higher top rate of pay the employee's wage rate for the new assignment will be the higher schedule amount which most closely represents an immediate wage increase.
- 28.2 When an employee is reclassified to a lower-rated job, a reclassification wage decrease will be made. The employee's wage rate for the lower-rated job will be that lower schedule amount which most closely represents a minimal wage decrease.



**Memorandum of Agreement**  
**between**  
**Citizens Telecom Services Company, LLC**  
**and**  
**Communications Workers of America**

**INCENTIVE COMPENSATION AND SALES ACTIVITIES**

1. 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 15 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.

**Citizens Telecom Services  
Company, LLC**

**Communications Workers of America**

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**Rick Carpenter  
Director, Labor Relations**

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**Tony Shaffer  
CWA Representative**

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**Date**

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**Date**