Tentative Agreement between Frontier Communications

Communication Workers of America 46
November 21,2022

and

Memorandum of Understanding between Frontier Communications and Communications Workers of America, District 4

2022 NEGOTIATIONS FINAL SETTLEMENT PROPOSAL

This Memorandum of Understanding ("MOO") dated November 21, 2022, (which includes all of the provisions of Frontier's November 21, 2022 Full Settlement Proposal except as that Proposal has been subsequently amended by the attachments hereto) is agreed to by and between Frontier Communications (hereinafter referred to as the "Company" or "Frontier") and Communications Workers of America, District 4 (hereinafter referred to as the "Union" or "CWA"), in settlement of all items regarding 2022 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, except where a different effective date is stipulated herein, and shall remain in effect through 1 1:59 p.m. on February 7, 2026, when the collective bargaining agreement shall be subject to termination in accordance with the terms of Article 36 (Contents and Duration) of the collective bargaining agreement. 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 <u>TBD</u> 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 agreement through the date on which this MOU is ratified. If this MOU is not ratified on or before the ratification deadline date set fofth above, the parties' collective bargaining

agreement shall remain extended subject to the right of either party to terminate the extension upon 45 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 Communications: | For Communications Workers of America: |
|------------------------------|--|
| Peter Homes | Shannon Kirkland |
| Director, Labor Relations | Staff Representative, District 4 |
| Dated | Dated· |



Absort 2022 Midwest CWA District 4 Negotiations – June 15, 2022 2nd Revision

Modify Article 28, Group Insurance Benefits, as follows:

Article 28: Group Insurance Benefits

28.1 Medical Plan

- 28.1.1 Eligibility for Coverage: Regular Full-time Employees will be eligible for coverage in the Group Medical Plan after ninety (90) days from date of hire or when the employee enrolls whichever is later. This requirement will be waived for employees returning to work the following year.
- 28.1.2 Medical Plan Premium Contributions. The Company and employees will share the premium costs for the employee Group Medical Plan. The term Group Medical Plan does not refer to or include Health Maintenance Organizations. Contributions to Health Maintenance Organizations will be made in accordance with law.
 - 28.1.2.1 Regular Full-time Employees: the employee share of the monthly Group Medical plan premium cost for the level of coverage selected by Regular Full-time Employees will be as follows:

| Effective Beginning in Plan Year | Employee Contribution (Note-Employee medical contributions are deducted on a pre-tax basis to the extent allowed under federal/state tax laws) |
|----------------------------------|--|
| 2021 | 16% |
| 2022 | 16% |
| 2023 | 17% |
| 2024 | 18% -17% |
| <u>2025</u> | 10% 18% |
| <u>2026</u> | <u>49% 18%</u> |

In the event that the dollar amount of the employee's share of the premium during 2017, 2018, 2019, and 2020, (12% 13%, 14% and 15% respectively) exceeds the maximum monthly employee contribution shown above (for the coverage level chosen), the employee monthly premium contribution will be "capped" at the maximum employee contribution per month shown above (for the coverage level chosen), and the dollar amount in excess of the maximum monthly employee contribution per month will be paid by the Company.

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28.1.2.2 Non-negotiated Medical Plan Premium Contributions: To the extent (if any) that the Company chooses to offer a separate, non-negotiated alternative medical plan or plans and an eligible employee chooses to participate in a non-negotiated plan in lieu of the Group Medical Plan, the Company contribution toward the non-negotiated medical plan premium cost for the level of coverage selected by the employee shall not exceed the equivalent of the Company contribution toward the Group Medical Plan premium cost for the same level of coverage. The employee is responsible for any premium cost above and beyond the Company contribution for the Group Medical Plan.

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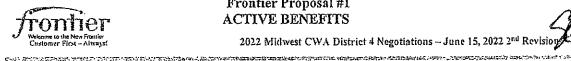
- 28.1.2.3 Tobacco User Premium: Effective January 1, 2014, Regular Full-time Employees and/or covered spouses/domestic partners who are enrolled in a Medical Plan and who use tobacco will also pay a supplemental tobacco user premium equal to 10% of the premium cost for single coverage in the medical plan in which the employee has enrolled.
- 28.1.2.4 Survivor Continuation of Medical Coverage: Effective September 22, 2017, eligible surviving spouses, dependents and Registered Domestic Partners (RDPs) of an active employee who participated in the Company-sponsored Group Medical Plan shall be provided with continuation of coverage under the Group Medical Plan for three (3) months following the death of the active employee. Surviving spouses, dependents, and RDPs receiving such continuation of coverage will be responsible for payment of the employee's Medical Plan premium contributions for the selected level of coverage on the same basis as an active employee.
- 28.1.2.5 When used herein, the term "premium" shall also mean "premium equivalent" in the case of plans that are self-funded.
- 28.1.3 Medical Plan Levels of Coverage (Enrollment Tiers)
 - 28.1.3.1 The Group Medical Plan will include three (3) levels of coverage:
 - 1. Employee
 - 2. Employee + One
 - 3. Family



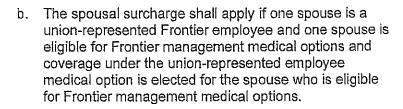
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- 28.1.4 Medical Plan-Opt-Out-Gredit: Through December 31, 2017, in situations where an employee elects not to enroll himself/horself-and his/her-eligible dependents in the spensored Group-Medical Plan or any other non-negotiated alternative medical plan effered by the Company, the employee is eligible for an annual "opt-out" credit of seven hundred dellars (\$700).
 - 28.1.4.1 This opt out credit may be prorated and given to the employee over twelve (12) months on his/her bi-weekly payeheek.
 - 28.1.4.2 In order to be eligible for this credit, the employee-will-be required to provide satisfactory evidence of medical coverage upon-request.
- 28.1.45 Medical Plan Spousal Surcharge: In situations where an employee elects to cover his/her spouse in the sponsored Group Medical Plan or any other non-negotiated alternative medical plan offered by the Company AND the spouse is also eligible for medical coverage from his/her employer but does not enroll in such coverage, a \$40 per month "spousal surcharge" will apply.
 - 28.1.<u>4</u>5.1 This spousal surcharge may be prorated and deducted from the employee's bi-weekly paycheck.
 - 28.1.45.2 The spousal surcharge shall not apply:
 - In a plan year in which the spouse's gross base wage rate on an annualized basis as of the previous July 1 from his/her employer who provides such medical coverage is \$25,000 or less; or,
 - b. If the spouse's annual individual premium contributions would be \$900 or more under his/her employer's plan.
 - 28.1.45.3 In situations where both the employee and the spouse are eligible for enrollment in a Frontier medical plan based upon their employment status:
 - a. The spousal surcharge shall not apply if both spouses are union-represented Frontier employees.



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- 28.1.56 The Group Medical Plan consists of the sponsored Medical Plan operating within the Company's geographical operation areas, as made available by the Company to its regular full-time and (through December 31, 2013) regular part-time employees through authorized payroll deductions.
- 28.1.67 Effective January 1, 2018, employees who participate in a Frontier Anthem Medical Plan will receive a seventy-five dollar (\$75) Wellness Credit rebate incentive to be included in their paycheck upon completion of an annual physical exam, including biometric measurements.
 - 28.1.7.1 The employee and their spouse are eligible for the Wellness Credit rebate. Total payment shall not exceed one hundred fifty dollars (\$150) per calendar year.

28.2 Dental Plan

- 28.2.1 Eligibility for Coverage: Dental Insurance will be available to eligible employees and the enrollment will be an independent offering from the Group Medical Plan. Regular Full-time Employees will be eligible for dental coverage after ninety (90) days from date of hire or when the employee enrolls whichever is later. This requirement will be waived for employees returning to work the following year.
- 28.2.2 Dental Plan Premium Contributions
 - 28.2.2.1 Regular Full-time Employees: Effective September 24, 2013, the employee share of the Group Dental plan premium cost for the level of coverage selected by Regular Full-time Employees will be as follows:

| Plan Year | Level of Coverage | Employee Contribution |
|---|------------------------|-----------------------|
| 2017 through 2031 2022 through 2026 | All Levels of Coverage | 25% |



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28.5 Carrier Changes

28.5.1 The selection of the Plan Administrator(s), the administration of the Plan(s) and all the terms and conditions relating thereto, and the resolutions if any disputes involving terms, conditions, interpretation, administration, or benefits payable shall be determined by an at the sole discretion of the Company. If the sponsored Group Medical Plan's Administrator changes during the life of the Agreement, there will be no decrease in benefits. This Agreement, and the fact of its existence, shall not stand to deter any changes in the Group Medical Plan, the Group Dental Plan, or the Group Life Insurance Program with respect to premium rates, coverage, or other related matter as initiated by the carrier in the usual or customary manner.

28.6 Disputes

28.6.1 The Group Medical Plan, Group Dental Plan and Group Life Insurance Program will be administered solely in accordance with the provisions of the Plans. In the event of any dispute involving an employee's eligibility for the premium contribution toward the Group Medical Plan premium cost, the dispute, at the request of the Union, may be a subject for grievance and/or arbitration under the procedure set forth for grievance and arbitration in the Primary Agreement. No other matters concerning the Group Medical Plan, the Group Dental Plan or the Group Life Insurance Program, or any difference arising under any of these plans, shall be subject to the grievance or arbitration procedure.

28.7 Level of Benefits

28.7.1 During the term of this Agreement, the Pension plan(s), Group Life Insurance Program, Group Dental Plan, and Group Medical Plan will remain in full force and effect as amended. The Company agrees to negotiate with the Union any changes in such plans which would decrease the benefits therein.



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Modify the "MEDICAL PLAN" MOA, as follows:

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MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

MEDICAL PLAN

Frontier North, Inc. and Communications Workers of America agree to the provisions of the sponsored Medical Plan set forth in this Memorandum of Agreement.

- 1. For a summary of details refer to the attachment entitled "Sponsored Medical Plan Highlights".
- The sponsored Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the sponsored Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 3. The selection of the Health Care Plan Administrator, the administration of the Medical Plan and all the terms and conditions relating thereto, and the resolutions of any disputes involving terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. If the Company sponsored Medical Plan's Administrator changes during the life of the Agreement, there will be no decrease in benefits.
- This Memorandum of Agreement is effective on [Ratification Date] February 8, 2017, and shall expire on [Date TBD] February 6, 2021. 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 North, Inc. | Communications Workers of America |
|--|--|
| Rick Carpenter Director – Labor Relations | Hetty Scofield Staff Representative – CWA District 4 |



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| Diam 130 Dia | 2022 Current PPO Plan 130 In- Out-of network networ Individual = Individual | ent PPO 0ut-of- network Individual = \$200 Family = \$400 Individual = \$2500 Family = \$7500 Family = \$7500 Unilimited 70%, after deductible 70%, after | 2023 PPO Pfan 130 In- Individual = Individua \$225 | Pian 130 Out-of- network Individual = \$250 Family = \$500 Individual = \$3000 Family = \$7500 Unlimited 70%, after deductible 70%, after deductible 70%, after | 2024 Current PPO Plan 130 In- Out-of network Individual = 5250 Family = 5250 Family = 5500 Jindividual = 10dividual = 5275(Family = 5500 Jindividual = 10dividual = 5275(Family = 5500 Jindividual = 10dividual = 5275(Family = 53000 Family = 57500 Unlimited Unlimite \$300 Co-pay deductiti \$30 Co-pay deductiti \$30 Co-pay deductiti | ent PPO 130 Out-of- network Individual = \$325 Family= \$650 Individual = \$3750 Individual = \$3750 Family= \$7500 Unlimited 70%, after deductible 70%, after deductible 70%, after | 2025 Current PPO Pian 130 In- Inetwork networ Individual Individual S250 Family S300 Family S4500 Family S4 | ant PPO L30 Out-of- network Individual = \$4000 Family= \$800 Individual = \$4500 Family= \$9000 Unlimited 70%, after deductible 70%, after deductible 70%, after | 2026 Current PPO plan 130 In- network networ Individual = \$475 \$3900 Family = \$4950 Family = \$4500 Family = \$4500 Family = \$4500 Unlimited Unlimite \$30 Co-pay deductib \$45 Co-pay deductib \$30 Co-pay deductib | ent PPO 130 Out-of- network individual = \$475 Family= \$950 Individual = \$4500 Family= \$9000 Unlimited 70%, after deductible 70%, after deductible 70%, after |
|--|---|---|---|---|---|--|--|---|--|--|
| Primary Care Office Visits | \$30 Со-рау | 70%, after deductible | \$30 Co-pay | 70%, after deductible | \$30 Со-рау | 70%, after deductible | \$30 Со-рау | 70%, after deductible | \$30 Co-pay | 70%, at |
| Specialist Office Visits | \$45 Со-рау | 70%, after deductible | \$45 Co-pay | 70%, after deductible | \$45 Co-pay | 70%, after deductible | \$45 Co-pay | 70%, after deductible | \$45 Co-pay | deducti |
| X-Ray and Lab | \$30 Со-рау | 70%, after deductible | \$30 Co-pay | 70%, after deductible | \$30 Со-рау | 70%, after deductible | \$30 Со-рау | 70%, after deductible | \$30 Со-рау | 70%, af |
| Advanced Diagnostic Radiology | 10% EE Coinsurance | 70%, after deductible | 15% EE Colnsurance | 70%, after deductible | <u>15% EE</u> Coinsurance | 70%, after I deductible | 20% EE Coinsurance | 70%, after deductible | 20% EE Coinsurance | 70%, after deductible |
| Well Baby/Child Care | 100% ER | 70%, after | 100% ER | 70%, after | 100% ER | 70%, after | 100% ER | 70%, after | 100% ER Covered | 70%, after deductible |
| | 100% ER | Not | 100% ER | Not | 100% ER | Not | 100% ER | Not | 100% ER | Not |
| Routine Annual Physical Exam | Covered | Covered | Covered | Covered | Covered | Covered | Covered | Covered | Covered | Covered |
| Routine Annual Well Women Exam | 100% ER | Not Covered | 100% ER Covered | Not | 100% ER Covered | Not Covered | 100% ER Covered | Not Covered | Covered | Covered |
| | 15% EE | 70%, after | 15% EE | 70%, after | 15% EE | 70%, after | 20% EE | 70%, after | 20% EE | 70%, after |
| Outpatient surgery & Related Services | Coinsurance | deductible | Coinsurance | deductible | Coinsurance | deductible | Coinsurance | deductible | Coinsurance | deductions |
| Inpatient Hospital & Related Services | 15% EE | 70%, after deductible | 15% EE Coinsurance | 70%, after deductible | 15% EE | deductible | 20% EE | deductible | Coinsurance | deductible |
| Emergency Room Visit (waived if | \$100 Co- | \$100 Co- | \$120 Ca- | \$120 Co- | \$140 Co- | \$140 Co- | \$150 Co- | \$150 Co- | \$150 Co- | \$150 Co- |
| Urgent Care | \$30 Co-pay | 70%, after | \$30 Co-pay | 70%, after | \$30 Co-pay | 70%, after deductible | \$30 Со-рау | 70%, after deductible | \$30 Co-pay | 70%, after deductible |
| Home Health Care | \$30 Co-pay | 70%, after deductible | \$30 Со-рау | 70%, after deductible | \$30 Co-pay | 70%, after deductible | \$30 Co-pay | 70%, after deductible | \$30 Со-рау | 70%, after |





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- Modify the current Medical Plan as follows:
- Specialty Infusion Drugs under the current Medical Plan as of 1/1/23 will require pre-certification.
- Under this program, prior authorization will be required before any joint surgery or spinal treatment. The AIM Musculoskeletal Program will be implemented under the current · Medical Plan as of 1/1/23.
- V Extend the following MOAs through the same expiration date as the 2022 Midwest CWA District 4 Agreement:
- Mail Order Prescription Plan (MOPP)
- Prescription Identification Card (PIC)





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

Modify Article 35, Retirement Benefits, as follows:

Article 35. Retirement Benefits

35.1 Pension Plan

- During the term of this Agreement, the Company agrees to continue in effect the applicable Plan(s) for Employees' Pensions as provided herein and subject to the terms of the applicable Summary Plan Description(s) ("SPD").
- 35.1.2 Pension Plan Eligibility.
 - 35,1.2.1 Regular full-time employees hired into this Agreement on or before September 24, 2013 who meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions.
 - 35.1.2.2 Former Frontier employees who are re-hired into this Agreement as regular full-time employees after September 24, 2013, have prior Vesting or Accredited Service in the applicable Plan for Employees' Pensions, and meet all eligibility requirements, may participate in the applicable Plan for Employees' Pensions.
 - 35.1.2.3 Regular full-time employees hired into this Agreement on or before September 24, 2013 who have less than 25 years of service shall be afforded a one-time option after September 24, 2013 to elect to opt out of pension coverage and elect to participate in the Frontier Communications Heurly Savings Plan with the Company match provided to employees hired after September 24, 2013. The election to opt out of pension coverage, once made, cannot be revoked. As of the date on which this change takes effect:





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

- any employee who has chosen to opt out of pension coverage shall cease to accrue any additional benefit under the applicable Plan for Employees' Pensions (the employee's accrued pension benefit will be "frozen"), and no additional accredited benefit service or compensation shall be taken into account in determining pension benefits for any such employee. However, any employee who has not yet fully vested will continue to accrue service toward vesting and retirement eligibility in accordance with the terms of the applicable Plan for Employees' Pensions (which provides for full vesting after 5 years).
- b) any employee who has chosen to opt out of pension coverage will become eligible for the Company match provided under the Frontier

 Communications Hearly Savings Plan to employees hired after September 24, 2013, in accordance with Section 35.2.2 of this Article.
- 35.1.3 Lump Sum Payments in Lieu of Wages will be included in Monthly Compensation for pension purposes.
- 35.1.4. The amount and availability of benefits under the Pension Plan(s) are governed by the provisions of the Pension Plan(s) and are subject to ERISA, the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Pension Plan in effect at the time employees separate from service, except as required by applicable law or a subsequent plan amendment. The operation and administration of the Pension Plan(s), the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Pension Plan(s) shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.
- 35.2 <u>Frontier Communications</u> Hourly Savings Plan (Frontier Communications 401(k) Savings Plan)





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

- Frontier will make the Frontier Communications 401(k) Savings Plan (also knewn as the Heurly Savings-Plan and hereinafter at times referred to as the "401(k) Plan" or "FCSP" "HSP") available to regular full-time and regular part-time hourly employees, subject to the terms of the 401(k) Plan, on the first day of the month after the employee completes 30 90 calendar days of employment.
- Regular full-time and regular part-time employees who participate in the 401(k) Plan may be eligible for a Company match in accordance with the terms of the Frontier Communications Heurly Savings Plan Company Match MOA, which expires on (DATE TBD) February 7, 2017, and the terms of the 401(k) Plan.
- 35.2.3 Lump sum payments in lieu of wages will be included in Monthly Compensation for **FCSP** Heurly Savings Plan contributions.
- The <u>FCSP</u> HSP will be administered solely in accordance with its provisions and no matter concerning the 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 <u>FCSP</u> HSP and the interpretation of the <u>FCSP</u> HSP Committee.
- Additional details concerning the 401(k) Plan and the 401(k) Company match can be found in the Frontier Communications Hourly Savings Plan MOA and the Frontier Communications Hourly Savings Plan Company Match MOA, both of which expire on (Date TBD) February 7, 2017.

35.3 Retiree Medical Insurance Benefits

- 35.3.1 The Company will make Retiree Medical Insurance Benefits available to eligible participants, as provided in and subject to the provisions of this Section and the provisions of the Retiree Medical Benefits MOA Voluntary Employees Beneficiary-Association ("VEBA"), which expires on (Date TBD) February 7, 2017.
- 35.3.2 Retiree Medical Insurance Benefits Eligibility



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2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

- 35.3.2.1 Regular full-time employees hired into this Agreement on or before September 24, 2013 who retire between July 1, 2010, and February 7, 2017 with a service or disability pension under the applicable provisions of the Frontier Communications Pension Plan fer Hourly Employees' Pensions, and their beneficiaries, (collectively, "Eligible Participants") will be eligible for Retiree Medical Insurance Coverage Benefits beginning on the first day of the month following the employee's retirement date until the employee becomes eligible for Medicare.
- 35.3.3 Additional details concerning Retiree Medical Benefits Insurance can be found in the VEBA Retiree Medical Benefits MOA, which expires on (Date TBD) February 7, 2017.

35.4 Retiree Life Insurance

- 35.4.1 Regular full-time employees who retired on or after July 1, 2010, and before September 25, 2013 with a service or disability pension under one of the applicable Plan(s) for Employees' Pensions will be eligible for a \$10,000 retiree life insurance benefit.
- 35.4.2 Regular full-time employees hired into this Agreement on or before September 24, 2013 who retire after September 24, 2013 with a service or disability pension under one of the applicable Plan(s) for Employees' Pensions will be eligible for a \$7,500 retiree life insurance benefit.
 - 35.4.2.1 Employees whose date of hire or rehire into this Agreement is on or after February 7, 2010, through September 24, 2013 and who are eligible for retiree medical coverage under the terms of the VEBA Retirement Medical Benefits MOA, which expires on (Date TBD) February 7, 2017, may be provided an opportunity to opt out of both retiree medical and retiree life insurance coverage for an employer contribution into his/her 401(k). The election to opt out of such coverage, once made, cannot be revoked.





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

Modify the Memorandum of Agreement (MOA) entitled "HOURLY SAVINGS PLAN (FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN)" as follows:

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

FRONTIER COMMUNICATIONS HOURLY SAVINGS PLAN (FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN)

Frontier North, Inc. ("the Company") and the Communications Workers of America (CWA) agree to the following provisions concerning the Frontier Communications 401(k) Savings Plan (also known as the <u>Frontier Communications</u> Hourly Savings Plan and hereinafter at time referred to as the "401k Plan or "FCSP" "HSP")

- 1. 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 <u>FCSP HSP</u> at any time. Upon termination or partial termination of the <u>FCSP HSP</u> or upon the complete discontinuance of contributions under the <u>FCSP HSP</u>, 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.
- 3. 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 HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or





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greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the FSCP HSP had then terminated.

- 4. 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.
- 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.

This Memorandum of Agreement is effective on (Ratification date) February 8, 2017, and shall expire on (Date TBD) February 6, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the FCSP HSP, shall also terminate on (Date TBD) February 6, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter Alexander Gettler Director – Labor Relations Shannon Kirkland Hetty Scofield
Staff Representative – CWA District 4





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

Modify the MEMORANDUM OF AGREEMENT (MOA) entitled "HOURLY SAVINGS PLAN (FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN) COMPANY MATCH, as follows:

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

FRONTIER COMMUNICATIONS HOURLY SAVINGS PLAN (FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN) COMPANY MATCH

Frontier North Inc. (the "Company") and the Communications Workers of America ("CWA") agree to the following provisions concerning the Company matching contribution to the Frontier Communications 401(k) Savings Plan (also known as the Hourly Savings Plan and hereinafter at times referred to as the "401(k) Plan" or "FCSP" "HSP") for eligible employees who participate in the 401(k) Plan.

1. Employees hired into the Collective Bargaining Agreement ("CBA") on or before September 24, 2013 who do not or cannot exercise the option described in Article 35, Section 35.1.2.3 of the CBA, and former Frontier employees who are re-hired into the CBA and participate in the applicable Plan for Employees' Pensions in accordance with Article 35, Section 35.1.2.2 of the CBA, will be eligible for a Company matching contribution to the 401(k) Plan as follows:

Through (Date TBD) February 6, 2021:

50% of the employee's contribution up to a maximum of 6% of the employee's pay (a maximum Company contribution of 3% per pay period).

2. Employees hired into the CBA after September 24, 2013 and employees hired into the CBA on or before September 24, 2013 who exercise the option described in Article 35, Section 35.1.2.3 of the CBA will be eligible for a Company matching contribution to the 401(k) Plan. The Company matching contribution for such employees will be 50% of the employee's contribution up to a maximum of 6% of the employee's pay (a maximum Company contribution of 3% per pay period).





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A. Vesting of Company Matching Contribution(s):

i.) The Company matching contribution for employees hired into the CBA after September 24, 2013 will be subject to the following five-year graded vesting schedule:

- After 2 years of service: 40% vested

- After 3 years of service: 60% vested

- After 4 years of service: 80% vested

- After 5 years of service: 100% vested

ii.) The Company matching contribution for those regular full-time employees hired into the CBA on or before September 24, 2013 who opt out of pension coverage in accordance with Article 35, Section 35.1.2.3 of the CBA will be subject to a three-year "cliff" vesting schedule (100% vested after 3 years of service).

This Memorandum of Agreement is effective on (Ratification Date) February 8, 2017 and shall expire on (Date TBD) February 6, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on (Date TBD) February 6, 2024, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

| Frontier North, Inc. | Communications Workers of America |
|----------------------------|---------------------------------------|
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| | |
| Rick Carpenter | Shannon Kirkland Hotty Scofield |
| Director – Labor Relations | Staff Representative – CWA District 4 |





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

Replace the MEMORANDUM OF AGREEMENT (MOA) entitled "VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)" with the following new MOA entitled "RETIREE MEDICAL BENEFITS"

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

MEMORANDUM OF AGREEMENT RETIREE MEDICAL BENEFITS

Frontier North, Inc. (hereinafter referred to as the Company) and Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the following provisions concerning retiree medical benefits:

- 1. (a) A bargaining unit employee 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 an employee receiving Retiree Medical Benefits prior to the Ending Date, or the retiree becomes eligible for Medicare due to disability, coverage for each of the retiree's dependents, if any, will continue until the Ending Date (meaning for purposes of this subparagraph when the employee would have become eligible for Medicare), provided that such dependent otherwise remains eligible and covered under the terms of the Plan (as described in paragraph 3).
 - (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.





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

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- In order to be eligible for Retiree Medical Benefits, eligible employees must have been hired on or before February 14, 2010, and retire during the term of this Agreement with a service or disability pension under the Frontier Communications Pension Plan (hereinafter referred to as the "Eligible Participants").
- 3. The level and type of Retiree Medical Benefits for Eligible Participants shall be governed by "Your Retiree Medical Coverage for West Hourly Retirees" programs under Frontier 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 Hourly Retirees" programs and the Plan may be amended or discontinued by the Company at its discretion.
- 4. In order to receive Retiree Medical Coverage, the retiree must pay a percentage/amount of the Retiree Medical plan's premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 6 below. During the term of this Memorandum of Agreement, the Company and retiree Contribution Percentages/Amount will be based on the following contribution schedules:

| Years of Accredited Service at Retirement | Company Contribution <u>Percentage</u> | Retiree Contribution Percentage |
|---|--|---------------------------------------|
| 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 |

5. New Hires

(a) A New Hire is any employee whose date of hire is on or after February 14, 2010 and before September 24, 2013. A New Hire also includes any employee who was rehired during the same period and who was not entitled to a Service or Disability pension under paragraph 2 at the time of his or her prior employment termination. A New Hire shall not be entitled to Retiree Medical Benefits described in paragraphs 1 through 4 and 6 through 8 of this Memorandum of Agreement.





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

- (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.
- (c) If a New Hire is eligible for retiree medical coverage pursuant to paragraph 5(b), she or he shall receive upon retirement an annual benefit for medical coverage under the Plan, until the Ending Date, of \$345 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years). 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) New hire employees who are eligible for retiree medical coverage under this provision may be provided an opportunity to opt out of both retiree medical and retiree life insurance coverage for an employer contribution into his/her 401(k). The election to opt out of such coverage, once made, cannot be revoked.
- 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 on or after July 1, 1998, and who are not retirees described in paragraph 5 above.
 - (b) When the Retiree Medical Benefits Premiums under reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premiums"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

| | | Medical Benefits mium |
|-------------------------------------|---|---------------------------------------|
| Coverage Category | Retire On or Before September 24, 2013 | Retire After September 24, 2013 |
| Retiree only (primary coverage) | \$ 11,500 | \$9,200 |
| Retiree plus one dependent coverage | \$ 23,000 | \$18,300 |
| Family coverage | \$ 26,000 | Not Offered |



2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

- (c) The Maximum Company Contribution Percentage Amount/Retiree Medical Allowance 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, 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 paragraphs 4 and 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 Contribution Amount/Retiree Medical Allowance set forth in Section 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 during that period. 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 (not to exceed zero). When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in Section 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; 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 [Date TBD], 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





2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retiree Medical Benefits shall terminate on [Date TBD] and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

| Frontier North, Inc. | Communications Workers of America |
|----------------------------|---------------------------------------|
| | |
| Rick Carpenter | Shannon Kirkland |
| Director - Labor Relations | Staff Representative - CWA District 4 |



2022 Midwest CWA District 4 Negotiations Presented: April 7, 2022

- > Extend the following three (3) MOAs through the same expiration date as the 2022 Midwest CWA District 4 Agreement:
 - Pension Plan Lump Sum Payment Option
 - Pension Plan Pension Minimums
 - · Pension Plan Survivor Benefits



3:46 p. 4-21:

2022 Midwest CWA District 4 Negotiations Revised April 21, 2022

> CBA #46 Midwest CWA NEW: WORK AT HOME MEMORANDUM OF AGREEMENT (MOA) with the following provisions:

Memorandum of Agreement

Work-At-Home Provisions

Section 1. General

1.1 The Company may establish and staff Work-at-Home (WAH) operations in any of its business operations as it deems appropriate. The wages, benefits eligibility and coverage, and other terms and conditions of employment for employees deployed in a WAH arrangement shall be governed by the applicable provisions of this Agreement, except as modified by the following terms, conditions, and principles for working-at-home. Work-at-Home arrangements will be staffed with employees in their current classifications.

Section 2. Eligible Employees

- 2.1 All employees who meet the Home Office and other requirements set forth below are eligible to be considered for deployment on a work-at-home basis. The Company may require new hires to meet those requirements so they can be deployed to work from home.
- 2.2 The Company will work with existing employees to enable them to meet WAH requirements. Existing employees who are unable to meet WAH requirements because High-Speed Internet service and/or other technical requirements are not available at their residence (or other approved WAH location) will be accommodated with a brick and-mortar 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 a designated brick and mortar location with management approval.
- 3.2 If there are insufficient volunteers to meet the Company's WAH staffing target, employees will be assigned to WAH in inverse seniority order.





2022 Midwest CWA District 4 Negotiations Revised April 21, 2022

3.3 New hires or employees who will be deployed to work from home who are required to attend training or re-training for their position may be required to attend all or a portion of the training or re-training in a brick-and-mortar 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.
- 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.
- 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.
- 4.8 In the event the Company requires a WAH employee to use Company-provided High-Speed Internet service to conduct Company business, the Company will reimburse the employee for the full cost of the type of service required to conduct WAH work or, at its option, will provide such service free of charge.
- 4.9 An employee may designate only one remote WAH location, with Company approval.

Section 5. Equipment

5.1. The Company will provide, and bear the cost of, any special equipment and special services it determines are needed to perform, at home, the duties and responsibilities of the employee's job. 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





2022 Midwest CWA District 4 Negotiations Revised April 21, 2022

- notice to the employee, generally twenty-four (24) hours' notice except in exigent circumstances.
- 5.2. If available, the Company will supply employees with a working chair from their previous work location, to be used for working at home. In addition, the Company will provide a one-time allowance of up to \$200 \$250, reimbursable after an employee provides proof of purchase, for buying a workstation (desk or other furniture appropriate for conducting work).

Section 6. Schedule Adherence; Overtime

- 6.1. The system log-on process must commence at the start of the employee's scheduled tour and not before, and log out must occur at the end of the employee's scheduled tour or working hours, and not after. Employees are expected to start their tours in a punctual manner and adhere to the schedule as if they were at a Company work location and, while working, give their full and undivided attention to the performance of their job duties. In the event participants need to leave their work position at times for other than a scheduled break or meal period (e.g., feeling ill), they must first confer with supervision and secure permission. Upon returning to their work position, participants must inform supervision. If an emergency situation develops requiring immediate action on the part of the employee, he/she should react appropriately and notify supervision as soon as appropriate.
- 6.2. Employees will be expected to communicate to their family members and friends that distractions such as personal telephone calls, visitors and interruptions by children while on duty can be very disruptive to their ability to perform the job, and should be limited to emergencies. During paid working hours, employees will not be permitted to invite business visitors or social guests of the employee to their residence into their 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 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

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2022 Midwest CWA District 4 Negotiations Revised April 21, 2022

strictly prohibited, and this includes checking, reading, or responding to e-mails and receiving or making work-related telephone calls.

7.2 All Frontier equipment and other materials provided to an employee in connection with the work at home arrangement, and all equipment, materials, correspondence, records, documents, software, promotional materials and other Company property, including all copies, summaries, synopses, or portions thereof, which come into an employee's possession, whether or not created by the employee, and regardless of whether they were received by the employee at his/her residence, will at all times remain the sole and exclusive property of the Company. At any time that the Company requests, and immediately upon the termination of an employee's employment, the employee will return to the Company all such Company property, and will not keep any copies of such Company property.

Section 8. Employee Safety; Ergonomics

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

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

Section 9. Equipment Malfunctions

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

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

- .10.1. Employees will be assigned a normal reporting location for payroll and other purposes. All work schedules, Vacation Rosters, Overtime Rosters, etc. will be posted electronically.
- 10.2. No payment for mileage or travel allowance under applicable contract provisions will be made when the employee is directed to report to his/her assigned normal reporting location for meetings with his/her supervisor or training, or when the employee visits the location to pick-up work-related materials except that authorized travel time within the employee's scheduled four 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.





2022 Midwest CWA District 4 Negotiations Revised April 21, 2022

- 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.

Section 11. Supervisory Evaluation and Oversight

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

Section 13. Termination of Program

- 13.1. The Company may terminate the work-at-home arrangements, in whole or in part, at any time upon at least thirty (30) days' notice to affected employees and the Union.
- 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) days of such termination.

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Frontier 2nd Proposal

Contract Duration

Idwest CWA District 4 Negotiations

2022 Midwest CWA District 4 Negotiations Presented: June 15, 2022

Modify Article 36, Contents and Duration, as follows:

Article 36: Contents and Duration

36.2 Duration

This Agreement and the Addendum, except as provided to the contrary therein, shall take effect [Ratification Date] February 8, 2017, and shall remain in full force and effect until February 7, 2026 February 6, 2024, and thereafter until terminated by sixty (60) days written notice from either party to the other expressly stating its intention to terminate this Agreement.

Frontier North 2022 Negotiation

UNION PROPOSAL # 2 April 15, 2022

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Article 4

We are asking to have these 2 MOA's be moved from MOA's and into the body of the contract. Language did not change.

4.6 BUSINESS PROCESS LABOR-MANAGEMENT COMMITTEE

Frontier North Inc. ("the Company" or "Frontier") and Communications Workers of America, District 4 ("the Union" or "CWA") have agreed to establish a joint Labor-Management Committee to discuss business processes. This "Business Process Labor-Management Committee" will be charged with proactively discussing why new and existing business processes will be, or have been, implemented by the Company and methods in which business processes could be improved in order to better serve Frontier customers and position Frontier to succeed. The Business Process Labor-Management Committee will be comprised of up to five (5) representatives of management plus a Human Resources representative, as designated by the Company, and up to five (5) representatives of the bargaining unit plus the CWA Staff Representative, as designated by the Union. Additional subject-matter experts may participate in Committee meetings with the concurrence of both parties. Committee meetings may be conducted in person, via videoconference, via teleconference and/or via some other electronic means, as cost considerations or other needs of the business may dictate. The initial meeting of the Business Process Labor-Management Committee will be conducted in person and will be convened within sixty (60) days of ratification of the 2017 Collective Bargaining Agreement ("the CBA") at a mutually agreeable date, place and time. Thereafter the Committee will meet on a quarterly basis, as determined necessary by the Committee. Future Committee meetings may by mutual agreement be combined with other similar Committee(s) in the same geographic area (e.g., a Business Process Labor Management Committee which involves the IBEW). It is the intent of the Company and Union that this Business Process Labor Management Committee will use their time and effort to engage in full and open communication, in a spirit of involvement, adaptability, integrity, trust and respect, realizing that all of us are responsible not only for today's workforce, but also for ensuring the legacy of a viable and competitive future Company. The Company retains the discretion to determine appropriate action to be taken with respect to its Business Processes. The Business Process Labor-Management Committee is not intended to be a forum for collective bargaining or to process grievances; the Committee will 95 not displace the collective bargaining process or the established dispute resolution procedures in the CBA.

4.7 WORK and FAMILY ISSUES

It is agreed between Frontier North, Inc. and Communications Workers of America that the parties will establish a joint Management/Union committee in each respective division as needed. Such committee(s) shall meet for the purpose of discussing and assessing the subject of work and family issues.

The committee will be comprised of an equal number of members each from Management and the Union. Meetings will be scheduled quarterly and may be scheduled more frequently if necessary.

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Hourly employees will be compensated for lost scheduled work time while attending such meetings.

The Company agrees to take the research and recommendations from the committee under advisement. The Company, however, retains jurisdictional authority in deciding appropriate action to be taken.

Frontier North 2022 Negotiation

UNION PROPOSAL # 3B Revised April 21, 2022

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Article 17. Tools, Equipment, and Safety Practices

17.4 Global Positioning System

17.4.1 Global Positioning System (GPS)—The company will notify employees when GPS is being utilized on any work device or vehicle used by the employee on the job. In addition, no disciplinary action can be taken against any employee based exclusively on information from GPS tracking.



2nd Frontier Counter to Union #4 Preferential Scheduling

& PL

2022 Midwest CWA District 4 Negotiations Presented: June 15, 2022

> Modify the Preferential Scheduling MOA as follows:

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

COMMUNICATIONS WORKERS OF AMERICA

PREFERENTIAL SCHEDULING

Frontier North, Inc. and Communications Workers of America agree to the following regarding Preferential Scheduling for employees in the <u>Sun Prairie National</u> Assignment Centers—Residential Call Centers, After Hours—Repair Centers and Business Call Centers.

- 1. The weekly assignments for the calendar week shall be posted at the beginning of each scheduling period of up to 13 weeks to show each regular employee the scheduled days/hours they are to work for the entire scheduling period. This schedule shall be posted no later than 5:00 p.m. on Tuesday of the week preceding the new schedule. For employees in the Assignment Center Residential Call Center, After Hours Repair Center, and Business Call Center, the "Preferential Scheduling" process which has been selected for use by the Company from time to time will be used and, with the exception of the Assignment Center, will include split tours. Split tours will be scheduled with no less than one (1) hour, and no more than four (4) hours, between tours.
- 2. Preferences to work a Holiday week will be filed separately. If no employees are willing to work, the Company will assign the tours by inverse order of seniority. If more employees are willing to work than needed, the Company will assign the tours by seniority.

Employees who will be scheduled to work on a holiday and the tours to be worked will be posted no later than 5:00 p.m. on <u>Tuesday</u> of the week preceding the Holiday schedule.



2nd Frontier Counter to Union #4 Preferential Scheduling



2022 Midwest CWA District 4 Negotiations Presented: June 15, 2022

This Memorandum of Agreement is effective on [Ratification Date] February 8, 2017, and shall expire on [Date TBD] February 6, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to Preferential Scheduling in the Assignment Center Residential Centers, Business Call Centers, and After Hours Repair Centers, shall terminate on [Date TBD] February 6, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

| Frontier North, Inc. | Communications Workers of America |
|----------------------------|---------------------------------------|
| District | <u>.</u> |
| Rick Carpenter | Shannon Kirkland |
| Director – Labor Relations | Staff Representative - CWA District 4 |

Frontier North 2022 Negotiation

UNION REVISED PROPOSAL # 8A June 9, 2022

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13.10.11 When an employee is required to work on a regular scheduled day, three (3) hours or more beyond the employee's regular quitting time, the employee shall be eligible for a meal allowance of \$5.00 \$12.50.

RC 6.13-2 2:43 p



Frontier Counter to Union #9 Board & Lodging, Per Diem and Transportation Allowance

RC 5/26,

The Customer First - Always!

as follows:

2022 Midwest CWA District 4 Negotiations Presented: April 27, 2022

➤ Modify Article 16–Board and Lodging, Per Diem and Transportation Allowance,

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16.2 Per Diem

- 16.2.1 When an employee is assigned to work temporarily at a location more than 10 miles from his/her regular reporting location (including school assignments), the following shall apply:
 - 16.2.1.1 If the temporary reporting location is more than 10 miles and up to and including 20 miles, the employee will be compensated a per diem of \$11.00 \$13.00 per day for each working day of the assignment.
 - 16.2.1.2 If the temporary reporting location is more than 20 miles and up to and including 40 miles, the employee will be compensated a per diem of \$21.50 \$23.00 per day for each working day of the assignment.
 - 16.2.1.3 If the temporary reporting location is more than 40 miles and up to and including 60 miles, the employee will be compensated per diem of \$34.00 \$36.00 per day for each working day of the assignment.
 - 16.2.1.4 If the temporary reporting location is more than sixty (60) miles away from the regular reporting location, the Company shall select and pay for lodging at the employee's request. The employee will be compensated a meal allowance of \$34.50 \$36.00 per day for each working day of the assignment. Management will provide transportation, on Company time on the initial trip to and the last trip from the temporary reporting location in the form of a Company vehicle, public transportation or a mileage allowance. When the employee's personal vehicle is used, the employee will be compensated a mileage allowance for the roundtrip transportation on each interim weekend of the assignment.



Frontier Counter to Union #9 Board & Lodging, Per Diem and Transportation Allowance



The Customer First - Always!

2022 Midwest CWA District 4 Negotiations Presented: April 27, 2022

16.2.1.5 If the temporary work assignment is outside the division in which the employee reports, reasonable board (or a meal allowance of \$34.50 \$36.00) and lodging with supervisory approval will be paid for each day of the assignment. No per diem will be paid. Employees, on temporary work assignments outside the state in which the employee reports, will be permitted to return home at the end of each three-week period. Approved transportation expenses will be paid by the Company.

Page 2 of 2



Frontier Counter to Union #10A Work Boot Purchase Reimbursement



The Customer First - Always!

2022 Midwest CWA District 4 Negotiations Presented: June 15, 2022

➤ Modify Article 18 - Business Attire, as follows:

Article 18. Business Attire

18.7 Commencing in January 2023, the Company will provide reimbursement of up to \$125 every other year for the purchase of work boots by technicians whose jobs require special footwear meeting applicable safety standards and requirements.

Page 1 of 1



Frontier Counter to Union #11B Holidays



2022 Midwest CWA District 4 Negotiations Presented: June 15, 2022

Modify Article 22 - Holidays as follows:

Article 22. Holidays

22.1 Recognition

22.1.1 Holidays. The following days are recognized as holidays for regular employees:

New Year's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Seven (7) Personal Days

22.1.2 An employee may select any seven (7) days within the calendar year to observe his/her Personal Days. Personal Days may be taken during any of the 12 months of the year. The employee will give at least 7 44 days' notice to his/her supervisor in advance of each of the days on which he/she intends to observe as a Personal Day. Such time limit may be waived by supervisory approval. If an employee selects a day to observe as a Personal Day which, because of work requirements, would not be available, or if two or more employees in the same work group select the same day, the employees will choose an alternate available day in order of seniority. An employee's Personal Days must be taken prior to December 31.



Frontier Counter to Union #14 Sickness Benefits

SEL

The Customer First - Always!

2022 Midwest CWA District 4 Negotiations Presented: April 27, 2022

> Modify Article 24 - Short Term Disability Benefits, as follows:

24.1.1.2 The entire waiting period will be waived if the employee has not been absent for personal illness and/or injury in the previous twelve (12) months or: if the employee is hospitalized on the first scheduled day of absence or the employee has a surgical procedure in an outpatient surgical facility or hospital when the employee provides documentation of the surgical procedure performed.

Frontier North 2022 Negotiation

UNION PROPOSAL Revised # 16C Oct. 12, 2022

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Modify Article 27 Authorized Absence, as follows:

27.2 Bereavement Time

After 90 days from date of hire employees shall be granted excused 27.2.1 time to be based on the circumstances in each case by reason of making arrangements for, or attending, a funeral in the immediate family. Compensation shall be at the basic hourly rate for normal scheduled work hours actually lost but shall not exceed three (3) basic days' pay. Two (2) additional days may be excused without pay or an employee may utilize vacation or personal days with management approval. This shall be only applicable through a period starting with the day of death and including the day following interment. The employee shall select the day or days within this funeral period. The immediate family shall be considered as the employee's father and mother (or equivalent thereof), father-in-law, mother-in-law, brother, sister, spouse or domestic partner, children, son-in-law, daughter-inlaw, grandchildren, grandparents and great grandparents. Immediate family shall also include the employee's brother-in-law, sister-in-law, aunt, uncle, and spouse or domestic partner's grandparents provided however, that payment hereunder shall be applicable only for the day of the funeral.



Frontier Counter to Union #17 Authorized Absence

PC 3:45 pm TA 4-21-22

2022 Midwest CWA District 4 Negotiations Presented: April 21, 2022

> Modify Article 27 - Authorized Absence, as follows:

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27.3 Personal

27.3.1 An employee with six (6) months or more of service who is required to leave work due to illness after having worked at least two hours of a regularly assigned session will be paid full wages for that session. If management has reason to question the absence a doctor's note may be required to substantiate the absence for payment. If an employee does not work at least two hours of a session, the employee will be paid for hours worked and the remainder of the employee's scheduled tour will be subject to paid benefits or waiting periods as set forth in Article 24.



Frontier Counter to Union 23B Contract Labor



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2022 Midwest CWA District 4 Negotiations Presented: June 15, 2022

> Modify Article 21 - Contract Labor, as follows:

Article 21 - Contract Labor

21.2 Notification

- 21.2.1 The Company will notify the Union once a month of the current utilization of contractors to include the following information:
 - a) The exchange where the work is being performed
 - b) Project Number (if applicable)
 - c) Type of work performed
 - d) Units or hours of work performed, as applicable

The Company will endeavor to deliver contracting reports to the Union Local President(s) within 30 days of the end of the prior month.

Frontier North 2022 Negotiation

UNION COUNTER PROPOSAL #1 to Company MOU Contracting and Bargaining Unit Employees November 10, 2022

BLACK SIGNIFIY DELETE LANUAGE BOLD UNDERLINE SIGNIFY CHANGED OR NEW LANGUAGE

Memorandum of Understanding - Use of Bargaining Unit Employees Post-Fiber Build

During 2022 collective bargaining discussions, the Union expressed concerns with contractors currently being used for the fiber build in the Midwest states and what that might mean for the bargaining unit employees once the fiber build is completed. The Union understood the Company's need and contractual right to contract out work but wanted some understanding of what the future work of the bargaining unit employees would look like post-fiber build.

This letter is to confirm that Frontier's current operating philosophy continues to be to primarily have its employees, and not contractors, provide customer-facing installation, maintenance, and repair on its current service offerings. Throughout its operating footprint, the Company continues to rely primarily on its employee workforce and not contractors to perform customer-facing installation, maintenance, and repair work. One of the Company's most important competitive advantages over its competitors is the deeply-rooted trust, built over many years, customers have in "telephone workers".

The use of contractors in the telecommunications business is not new to this Company or to our industry as a whole. In order to survive and compete in today's market, the Company must have greater-flexibility in how it manages and matches its permanent workforce staffing levels with its workload. This need has never been greater. For example, contractors are needed to supplement the Company's workforce to cover high workloads, to cover extended workforce absences, employee unavailability to work overtime, labor market-related staffing problems, for illness or injury, absences, high vacation periods, storms, sustained bad weather etc., and to address fluctuating workloads across a broad geographic operating area in a common sense, cost-effective manner.

In order to discuss and address questions and concerns the Union may have over these issues as we move forward with the new labor contract, the Company and Union agree to meet once per calendar quarter in 2023, and at least twice per year thereafter, at the Union's request. Each party may have up to five (5) representatives in attendance at these meetings.

| FOR THE COMPANY | FOR THE UNION |
|----------------------------|--------------------------------------|
| Peter Homes | Shannon Kirkland |
| Director - Labor Relations | Staff Representative, CWA District 4 |
| Date: | Date: |



Frontier Counter to Union #24 Group Insurance

2022 Midwest CWA District 4 Negotiations

Presented: May 12, 2022

Modify Article 28: Group Insurance as follows:

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28.1.2.4 Survivor Continuation of Medical. Dental & Vision Coverage: Effective [ratification date] September 22, 2017, eligible surviving dependents (spouses, dependents and Registered Domestic Partners (RDPs)) of an active employee who participated in the Company-spensored Group Medical, Dental and/or Vision Plans shall be provided with continuation of coverage under these Group Medical Plans for up to six (6) three (3) months following the death of the active employee. The six (6) months coverage continuation is part of the 36 months of COBRA that is offered to the surviving dependents. Surviving dependents spouses, dependents, and RDPs receiving such continuation of coverage will be responsible for payment of the employee's Medical, Dental and Vision Plan premium contributions for the selected level of coverage on the same basis as an active employee. In order to receive the six (6) months medical, dental and/or vision coverage continuation, surviving dependents must actively enroll in COBRA coverage upon receiving the COBRA notice and follow the instructions in the COBRA notice to pay their portion of the first month's cost directly to the COBRA administrator.

Page 1 of 1



Frontier Counter to Union #25 Pension Plan - Pension Minimums

PC 6/9/22
10:10 and

The Customer First - Always!

2022 Midwest CWA District 4 Negotiations Presented: May 17, 2022

> Modify the MOA entitled, Pension Plan - Pension Minimums, as follows:

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLAN - PENSION MINIMUMS

Frontier North Inc. and the Communications Workers of America agree to the following provisions concerning the <u>Frontier Communications Pension</u> Plan for Hourly Employees' Pensions.

1. The annual minimum pension for eligible employees who retire(d) on or after January 1, 2011, is as follows:

| Years of Accredited Service | <u>Minimum</u> |
|-----------------------------|----------------|
| 15 but less than 20 years | \$ 5, 500 |
| 20 but less than 25 years | \$ 7,000 |
| 25 but less than 30 years | \$ 8,700 |
| 30 but less than 35 years | \$10,400 |
| 35 but less than 40 years | \$12,000 |
| 40 or more years | \$13,700 |

2. The annual minimum pension for eligible employees who retire(d) on or after February 8, 2017, is as follows:

| Years of Accredited Service | <u>Minimum</u> |
|-----------------------------|----------------|
| 15 but less than 20 years | \$ 5,800 |
| 20 but less than 25 years | \$ 7,400 |
| 25 but less than 30 years | \$ 9,200 |
| 30 but less than 35 years | \$11,000 |
| 35 but less than 40 years | \$12,700 |
| 40 or more years | \$14,500 |



Frontier Counter to Union #25 Pension Plan - Pension Minimums

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2022 Midwest CWA District 4 Negotiations Presented: May 17, 2022

3. The annual minimum pension for eligible employees who retire(d) on or after ratification of the 2022 agreement [Date TBD], is as follows:

| Years of Accredited Service | <u> </u> |
|--|----------|
| (defined in the Frontier Communication | |
| Pension Plan for Hourly Employees' | |
| Pensions) | |
| 15 but less than 20 years | \$6,100 |
| 20 but less than 25 years | \$7,800 |
| 25 but less than 30 years | \$9,700 |
| 30 but less than 35 years | \$11,600 |
| 35 but less than 40 years | \$13,400 |
| 40 or more years | \$15,300 |

This agreement shall become effective as of [Ratification Date] February 8, 2017, and shall remain in effect until midnight, [Date TBD] February 6, 2021, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure.

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

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.

| Frontier North, Inc. | Communications Workers of America |
|--|---|
| | |
| Rick Carpenter Director – Labor Relations | Shannon Kirkland Hetty-Scofield Staff Representative – CWA District 4 |



Frontier Counter to Union #29 Premiums and Differential Pay



2022 Midwest CWA District 4 Negotiations Presented: June 13, 2022

➤ Modify Article 32:

32.1 In-Charge Differential

- 32.1.1 A seventy five cent (\$.75) one dollar (\$1.00) per hour differential will apply to hours worked by an employee during the time that the employee is designated by the supervisor to be in-charge of work operations. Differentials will not be paid for non-productive time. It is only paid for hours worked.
- 32.1.2 A one dollar <u>twenty-five cent (\$1.25)</u> (\$1.00) per hour differential will apply to hours worked by an employee during the time that the employee is designated by the supervisor to be in-charge of network cable construction where four (4) or more employees are involved in a work operation. This differential is not paid in addition to the seventy-five (\$.75) one dollar (\$1.00) per hour in-charge differential or in locations with Senior Construction Technician. Differentials will not be paid for non-productive time. It is only paid for hours worked.
- 32.1.3 In each case, the employee placed in charge shall be an employee who is properly qualified to assume the responsibility, full consideration having been given to the seniority of the employees in the group.

32.2 Supervisory Differential

32.2.1 A one dollar <u>twenty-five cent (\$1.25)</u> (\$1.00) per hour differential will apply to hours worked by an employee during the time, one (1) day or more, that the employee is designated to temporarily replace a supervisor. Differentials will not be paid for non-productive time. It is only paid for hours worked.

32.3 Seasonal Differential

32.3.1 A one dollar (\$1.00) sixty cent (\$.60) per hour differential will apply to hours worked by a Seasonal Worker while operating the following types of heavy equipment: Backhoes, Plowing, Trenching, Directional Drilling



Frontier Counter to Union #34A Compensated Availability



The Customer First - Amnys

2022 Midwest CWA District 4 Negotiations Presented: May 25, 2022

> Modify the MOA entitled "Compensated Availability", as follows:

FRONTIER NORTH, INC. And COMMUNICATIONS WORKERS OF AMERICA COMPENSATED AVAILABILITY

In selected classifications and locations, where business needs exist, Compensated Availability will be established. All employees who have completed the probationary period and are assigned to productive work will be considered qualified to participate in Compensated Availability.

- 1. The election to participate in Compensated Availability will normally be voluntary on the part of the employee. However, where business needs exist, management may assign an employee to Compensated Availability
- 2. Employees on Compensated Availability shall normally be excused from overtime assignments other than "call-outs" involving critical or emergency services.
- Voluntary "Compensated Availability" shall be retated offered by seniority among those qualified volunteers in the selected classifications and locations. Involuntary Compensated Availability will be rotated among the two (2) lowest senior qualified employees in the selected classifications and locations.
- Compensation shall be \$125.00 \$140.00 for a calendar week assignment. Single assignments shall be compensated at \$15.00 \$18.00 per scheduled day and \$25.00 per non-scheduled day.
- 5. Primary contact to the employee will be via the Company provided cellular phone or other mutually agreed upon communication device.
- If work is performed, the employee shall receive the minimum compensation referenced in Article 13 for each instance that they are called from home. In addition, the employee shall be paid overtime computed from the time the employee leaves home until returning home.
- 7. This practice does not supersede normal callout procedures. Employees on "Compensated Availability" will be called in the same order of seniority as the active overtime list for the classification and reporting location, with the exception of 1) emergency situations or 2) any day between the hours of 6:00 p.m. to 6:00 a.m.



Frontier Counter to Union #34A Compensated Availability

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2022 Midwest CWA District 4 Negotiations Presented: May 25, 2022

- 8. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
- 9. When assigned "Compensated Availability" the employee may be granted permission where practical to take a Company vehicle home if not already participating in Home Dispatch. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not available for personal use.
- 10. If "Compensated Availability" assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade-switch days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
- 11. It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums or overtime provisions.

This Memorandum of Agreement is effective February 8, 2017 TBD and shall expire on February 6, 2021. TBD The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on February 6, 2021, TBD and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

| Frontier North, Inc. | Communications Workers of America | |
|----------------------------|---------------------------------------|--|
| | <u> </u> | |
| Rick Carpenter | Shannon Kirkland | |
| Director - Labor Relations | Staff Representative – CWA District 4 | |



Company Counter 5 WAGES

2022 MIDWEST CWA DISTRICT 4 Negotiations October 19, 2022

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH, INC

and

COMMUNICATIONS WORKERS OF AMERICA

WAGES

Provide the following wage treatment to all job titles except titles on Wage Table D2:

| Effective Date | General Wage Increase |
|--|--|
| Effective (retroactive to) February 6, 2022* | 2.0% |
| Effective (retroactive to) August 7, 2022* | 1.5% |
| February 5, 2023 | 1.5% |
| August 6, 2023 | 1.5% |
| February 4, 2024 | 1.5% |
| August 4, 2024 | 1.0% |
| February 9, 2025 | 1.5% |
| August 3, 2025* | 1.0% 1.5%2.0% |



Company Counter 5 WAGES

2022 MIDWEST CWA DISTRICT 4 Negotiations October 19, 2022

| Effective Date | Action |
|---|---|
| Effective February 5, 2022 | Remove all employees on Wage Table D2 and place on appropriate step in Wage Table F1 |
| Market Wage Adjustment February 6, 2022 | All employees on F1 Wage Table will receive an adjusted increase of \$1.00 to the existing wage rate. |
| Market Wage Adjustment February 5, 2023 | All employees on F1 Wage Table will receive an adjusted increase of \$.50 to the existing wage rate. |

| Frontier North, Inc | Communications Workers of America |
|--|---------------------------------------|
| Rick A. Carpenter Peter Homes Director Labor Relations | Shannon Kirkland Staff Representative |
| Date | Date |