

FRONTIER CALIFORNIA, INC.



AND

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 543**



**Effective Date:
January 13, 2023 to August 30, 2025**

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**AGREEMENT
RECOGNITION AND DURATION**

This AGREEMENT, entered into this **13th day of January, 2023** by and between Frontier California, Inc., hereinafter referred to as the “Company,” and LOCAL UNION NO. 543 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AFL-CIO, hereinafter referred to as the “Union.”

WITNESSETH:

RECOGNITION

Pursuant to the provisions of Section 9 of the National Labor Relations Act and in accordance with the Rules and Regulations of the National Labor Relations Board, said Board issued on June 7, 1946, its certification of representatives in the case involving the parties hereto Numbered 21-R-3233 (old California Interstate area) which Order is by this reference incorporated herein.

Said Board issued on March 12, 1969, its certification of representatives in the case involving the parties hereto Numbered 20-RC-8607 and on October 30, 1981, its certifications 20-RC15386 and 20-RC-15394 (Weaverville and Garberville areas) which Order is by this reference incorporated herein.

Said Board issued on August 23, 1967, its certification of representatives in the case involving the parties hereto Numbered 20-RC-7704 (Manteca area) which Order is by this reference incorporated herein.

Said Board issued on April 6, 1971, its certification of representatives in the case involving the parties hereto Numbered 20-RC-9887 (Dos Palos area) which Order is by this reference incorporated herein.

Said Board issued on July 8, 1971, its certification of representatives in the case involving the parties hereto Numbered 20-RC-10079 (San Joaquin area) which Order is by this reference incorporated herein.

Said Board issued on September 6, 1973, its certification of representatives in the case hereto Numbered 20-RC-11543 (Exeter and Corcoran areas) which Order is by this reference incorporated herein.

Said Board issued on April 22, 1977, its certification of representatives in the case involving the parties hereto Numbered 31-RC-3729 (San Miguel area) which Order is by this reference incorporated herein.

Said Board issued on June 5, 1979, its certification of representatives in the case involving the parties hereto Numbered 20-RC-14785 (Cazadero area) which Order is by this reference incorporated herein.

Said Board issued on September 7, 2017, its certification of representatives in the case involving the parties hereto Numbered 32-RC-203847 (Patterson & Tuolumne) which Order is by this reference incorporated herein.

Pursuant to the May 10, 2016 Staff Clerk II Accretion into IBEW Local 543 CBA-006 Memorandum of Agreement involving the parties hereto which is by reference incorporated herein.

The Company recognizes the Union as the exclusive representative of all employees working in the classifications covered by Exhibits A, B, C, D, F, G, H and I of the Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. This Agreement covers all classifications of employees listed in said Exhibits A, B, C, D, F, G, H, and I, J and K.

DURATION OF AGREEMENT

This Agreement and the provisions hereof shall remain in full force and be binding from **12:00 a.m., January 13, 2023, until 11:59 p.m., August 30, 2025**, and from year to year thereafter unless either party notifies the other party, not less than sixty (60) calendar days prior to the anniversary date of this Agreement or of an extension thereof, of its desire to terminate or amend the same. If an amendment is desired, the substance thereof shall be contained in such notice.

In the event notice of desire to amend is given, the parties hereto agree to hold joint conferences beginning not less than 45 calendar days prior to the anniversary date for the purpose of negotiating amendments with regard to wages, hours, working conditions and other matters of collective bargaining.

The parties hereto agree that during such conference, there shall be no cessation or stoppage of work, service, or employment on the part of or at the instance of either party; provided however, that in the event the negotiations are deadlocked after the anniversary date of the Agreement, there shall be a 7-day period during which time the Company and the Union shall endeavor to find means to peacefully settle their differences and thereafter both parties shall be released from their obligations as set forth in Article 2, Sections 2.1 and 2.2; and further provided that any cessation or stoppage of work, service or employment after said 7-day period shall automatically terminate this Agreement.

Any notice required or permitted under the terms of this Agreement shall be effective when directed via electronic mail and or United States mail to the Director of Labor Relations, 4534 Vista Superba, Los Angeles CA 90065 or to the Union addressed Local Union No. 543, IBEW, 16519 Victor Street, Suite 304, Victorville, California 92395, attention Business Manager, as the case may be, and deposited postage prepaid and certified in the United States mail. Either party may, by notice given as aforesaid, change its notice address for further notices hereunder. The effective date of any such notice shall be the date of receipt thereof.

ARTICLE 1 MANAGEMENT RIGHTS

1. Management, at its own discretion, shall have the right to select persons for employment, to retire employees in accordance with the provisions of the "Plan for Employees' Pensions," or to transfer employees from one occupation to another or from one location to another if their services are required in another location for a period of six (6) months or more, subject to the terms and conditions contained herein. Any employee who believes he is being prejudiced in the exercise of these rights by Management shall have the right to proceed in accordance with Article 12 herein which deals with grievances.
2. It is agreed from time to time the Company will employ people who do not fully meet the Company's normal employment standards and place such employees in jobs which they can perform, within their limitations. Nothing in the foregoing, however, will preclude Management assigning these employees to higher rated jobs at a later time if they are qualified to perform the higher rated jobs, provided that such assignment does not supersede a senior qualified employee with a bid on file for the job at that location.
3. Whenever the Company determines it appropriate to create a new job title(s) or job classifications(s) in the bargaining unit the Company will notify the Union in writing at least thirty (30) calendar days prior to implementing such new job title(s) or job classification(s) and applicable wage schedule(s).
 - 3.1 Following notification, but not later than thirty (30) calendar days from the date of such implementation, the Union may initiate negotiations concerning the new job title(s) or job classification(s) and associated wage rate(s).

- 3.2 In the event the Company and Union are unable to reach agreement through negotiations as set forth in Subsection 3.1 of this Article, the Union may within thirty (30) calendar days following conclusion of such negotiations request arbitration in accordance with the provisions set forth in Article 13 (thirteen) of the Labor Agreement, except that the selection of an arbitrator will be accomplished by alternately striking names from a list of three (3) individuals agreed upon by the Company and Union. Such individuals shall possess acknowledged expertise in the area of job evaluation.

ARTICLE 2 NONDISCRIMINATION CLAUSE

1. Management will not discriminate directly or indirectly against any employee because of his membership or non-membership in the Union or because of any Union activity in which he properly engages. Neither the Management nor the Union nor any employee in the bargaining unit will discriminate against or exert either mental or physical duress upon any employee of the Company because of his membership or non-membership in the Union or any other union; provided, however, that the Union will not be liable for the act of any employee who violates this Article and who is not a representative of the Union.
2. Neither the Company or the Union will discriminate against any employee designated as part of a special class protected by Federal and/or State law.
3. The use of the masculine or feminine gender in the language or in job titles within this Agreement shall be construed as including both genders.

ARTICLE 3 NO LOCKOUT - NO STRIKE CLAUSE

1. During the life of this Agreement, the Company will not conduct any lockout which will affect the Union or any employees subject to this Agreement.
2. During the life of this Agreement, the Union and its members will not engage in any strike, walkout or other work stoppage of any nature whatsoever in sympathy with any labor dispute not directly involving the Company or because of any dispute which is subject to arbitration hereunder, and in the event any such strike, walkout, or work stoppage or threat thereof should occur, the Union and its officers will do everything within their power to end or avert the same. Nothing contained in this Section 2 shall be so construed so as to require any member of the bargaining unit to go through any legal picket line but it is agreed that the

failure of members of the bargaining unit to go through a picket line established by any labor organization contesting the right or jurisdiction of the Union or the members of the bargaining unit to perform the Company's normal work is a work stoppage within the meaning of this Section 2.

ARTICLE 4 DISTRIBUTION OF AGREEMENT

1. The Company and the Union will jointly have copies of this Agreement and the attached wage schedules printed and bound into pocket size pamphlets. The Company will deliver a copy of this pamphlet to each employee and sufficient additional copies will be printed to provide both the Union and the Company with sufficient copies to meet their administrative needs. The costs of printing the contract will be divided equally between the Union and the Company.

ARTICLE 5 BENEFIT COMMITTEE

1. The Company and the Union will mutually select one person who will be appointed as a representative of the Union to membership on the Benefit Committee as that Committee is provided for in the Plan for Employees' Pensions.

The term for the Union representative of the Benefit Committee will be for three (3) years unless ended by termination of status as a wage-earner or unless relieved by the Board of Directors of the Company at the request of the Union. During the life of this Agreement no change will be made in the benefits as provided for in the Plan for Employees' Pensions without its having been bargained between the parties hereto insofar as the plan affects employees who are covered by this Agreement.

ARTICLE 6 DEFINITIONS

1. Basic Rates, Wages, Pay – The hourly rates of pay exclusive of all differentials, premiums, or other extra payments.
2. Calendar Week – A consecutive period of seven (7) days, the first day of which is Sunday.
3. Credited Service – is the aggregate of years, months and days of active employment recognized by the Company subject to the provisions of this contract.
4. Emergency Call-Out – When an employee is called out for emergency work that needs immediate attention and is not foreseeable.
5. Employee – as used in this Agreement refers to any employee, male or female.
6. Normal Workweek – will consist of forty (40) hours of work or five (5) full tours during the calendar week beginning with Sunday.
7. Occasional Employee – is a person who performs work wherein there is no regular schedule of work and who places himself at the call of the Company for occasional work in meeting unusual service demands.
8. On-Call – Employees who hold themselves subject to call by Management during specific off duty hours will be on-call.
9. Regular Employee – is an employee who has completed the six (6) months probationary period and has been accepted by the Company for continued employment.
10. Regular Part-Time Employee – is an employee who has completed the equivalent hours of six (6) months probationary period and whose normal assignment of work is less than the normal basic workweek, or equivalent thereof.
11. Session – shall mean either portion of a shift or tour that is not interrupted by a break for lunch or termination of a workday.
12. Shift or Tour – shall mean any eight (8) hour work period or full tour in any one twenty-four (24) hour day. Each shift or tour will be considered to have been worked in the calendar day on which it started.

13. Employee, Term – One whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, has been reclassified from probationary employment as defined in Article 15, Section 3, accumulates net credited service, and is entitled to all benefits provided to regular employees with the exception of the Income Security Plan (ISP) and Termination Allowance. Term employees are hired with the understanding that they will remain in the same occupational title for the duration of their term of employment and are not eligible for the provisions outlined in Articles 8 and 9. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.
14. Temporary Employee – is a person who is employed for a continuous work period, not to exceed six (6) months, when additional work of any nature requires a temporarily augmented force, or when replacements are required for regular employees who are absent.
15. Wage Earning Employees – shall mean all persons on the Company's payroll whose remuneration is expressed in the form of hourly wages.
16. Work Group – means a unit of employees whose job responsibilities are related and such unit comprises the employee group within which shift assignments and/or vacation schedule selections are determined.
17. Normal Work Location – means the street address and city where employees normally report for work. Employees may work at other locations and not physically report to their normal work location.
18. Temporary Part-Time Employee – is a person who is employed for a continuous work period not to exceed six (6) months and the normal assignment of work is less than the normal basic workweek.
19. Bargaining unit seniority – total countable time within the jurisdiction of Local 543, IBEW as an employee covered under this agreement.
20. Temporary Assignment – Any assignment outside of an employees' Permanent Headquarters (as defined in Article 25, section 2) which is for a period of six (6) months or less.
21. Project Assignment – Any assignment outside of an employees' Permanent Headquarters (as defined in Article 25, section 2) which is expected to exceed six (6) months, but last no longer than eighteen (18) months.
22. Higher Wage-Paying Classification – shall mean a classification in which the top wage step is a higher-wage than the top wage step of another classification.

**ARTICLE 7
CONTRACTING OF WORK**

1. In case the Company should contract any work which the Company is normally prepared to undertake with its regular forces, the Company shall, before awarding such contracts, advise the contractor that the work is to be done at wage rates no lower than those currently and lawfully being received by members of this bargaining unit. The Company may enter into such contracts as long as it is not coincident with or will not result in any layoff of employees who could perform the contracted work.

**ARTICLE 8
FORCE REALIGNMENTS**

1. Whenever conditions in any geographic location are such that Management determines that it is necessary to reduce the force in one or more classifications, such reductions shall be made in accordance with the following except that if there are more surplus employees than existing vacancies, the layoff provision in Article 9 will precede the force realignment:

- 1.1 Surplus employees will be declared by geographic area and will include all employees within that classification or classifications permanently located within the affected geographic area boundaries.

- 1.1.1 For the purposes of this section, Geographic area will be identified as follows:

Bishop-Big Pine-Pine Creek
Lone Pine-Independence
Ridgecrest-China Lake-Trona-Inyokern
Lake Isabella-Weldon-Kernville
Mammoth Lakes-June Lake-Lee Vining-Crowley Lake
Bridgeport
Gardnerville-Stateline-Topaz Lake-Coleville
Yerington
Cazadero-Timber Cove-Sea Ranch
Manteca-Linden-Ripon-Lathrop
Knights Landing-Robbins- Colfax
Weaverville-Hayfork
Willow Creek
Garberville
Laytonville
Covelo
Mad River

Barstow-So. Barstow-Barstow Toll-Lenwood-Yermo-
Newberry
Big Bear Lake-Big Bear City-Running Springs
Victorville-Apple Valley-Desert Knolls-Hesperia-Adelanto-
Lucerne Valley-Phelan-Wrightwood
California City-Boron
San Miguel
Tranquility-San Joaquin
Dos Palos
Patterson/Livingston
Tuolumne

- 1.2 Surplus employees will be offered vacancies in the geographic locations as defined below:

Bishop-Big Pine-Pine Creek-Lone Pine-Independence
Ridgecrest-China Lake-Trona-Inyokern
Lake Isabella-Weldon-Kernville
Mammoth Lakes-June Lake-Lee Vining-Crowley Lake
Bridgeport
Gardnerville-Stateline-Topaz Lake-Coleville-Yerington
Cazadero-Timber Cove-Sea Ranch
Manteca-Linden-Ripon-Lathrop-Knights Landing-Robbins-Colfax
Weaverville-Hayfork
Willow Creek
Garberville
Laytonville
Covelo
Mad River
Barstow-So. Barstow-Barstow Toll-Lenwood-Yermo-Newberry-
Victorville-Apple Valley-Desert Knolls-Hesperia-Adelanto-
Lucerne Valley-Phelan-Wrightwood
Big Bear Lake-Big Bear City-Running Springs
California City-Boron
San Miguel
Tranquility-San Joaquin-Dos Palos
Patterson/Livingston
Tuolumne

- 1.3 The employees affected in the surplus classification or classifications will be offered transfers as follows:

- Step 1 Employees will be offered identical classifications in order of seniority within their geographic locations as outlined in Section 1.2. If an employee chooses, he may waive acceptance of a job at this step and proceed to Step 2.
- Step 2 After Step 1 is completed, the affected employees will be offered, by seniority, any vacancy for which he can qualify within the affected geographic location. If the employee chooses, he may waive acceptance of a job at this step and proceed to Step 3.
- Step 3 After Step 2 is completed within the geographic locations, the affected employee will be offered identical vacancies bargaining unit wide in order of Company-wide seniority. If the employee chooses, he may waive acceptance of a job at this step and proceed to Step 4.
- Step 4 After Step 3 is completed, the affected employee will be offered any vacancy for which he can qualify bargaining unit wide in order of Company-wide seniority. Included at this step are those employees who have waived acceptance of jobs at Steps 1, 2 and 3, thus placing themselves at this step of the realignment.

1.4 If an employee does not select a job as outlined above for which he is qualified and is within fifty (50) miles of his current work location, the Company will consider that the employee has voluntarily resigned. If an employee does not select a job which is greater than fifty (50) miles from his work location for which he is qualified or if an employee is not qualified for any jobs in the force realignment, the employee will be separated from the Company and will receive one (1) weeks' pay at the basic wage rate for each year of net credited service up to and including ten (10) years and two (2) weeks' pay at the basic wage rate for each full year of net credited service in excess of ten (10) years to a maximum of twenty-six (26) weeks' pay in total.

1.4.1 Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for separation pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in Section 1.4 above.

- 1.5 If there is no request for transfer based on illness as outlined in Article 34, Section 2, employees who have been realigned shall have first choice in order of their seniority for subsequent vacancies in the job classification and location from which they were realigned. The employee must submit a request for transfer within three (3) months after the date of realignment and move at his own expense.
- 1.6 If an employee affected in the surplus classification or classifications has a medical restriction or disability as designated by the Company's Medical Director, the employee will be required to select a classification in which he can perform.
2. It is agreed that the provisions of this Article 8 will not apply to any normal readjustments of forces within the Company which may be made under Article 1 or Article 34.
3. Employees who are force realigned two (2) or more wage schedules lower will have their wage rates adjusted as follows:

Less than ten (10) years accredited service:

Effective with the date of reclassification the difference in wage rates will be reduced one-fourth (1/4). At each subsequent six (6) week interval, the difference in wage rates will be reduced in three (3) equal amounts until the wage rate is reduced to the appropriate step of the new wage schedule.

Ten (10) or more years of accredited service:

Effective with the date of reclassification the difference in wage rates will be reduced one-fourth (1/4). At each subsequent twelve (12) week interval, the difference in wage rates will be reduced in three (3) equal amounts until the wage rate is reduced to the appropriate step of the new wage schedule.

ARTICLE 9 LAYOFFS

1. Whenever economic or force conditions are considered by the Company to warrant laying off regular employees, such force adjustments as it may deem necessary shall be made effective among employees covered by this contract by classification, subject to the following conditions:
 - 1.1 Temporary, occasional, and part-time employees shall be laid off first, provided, however, that such employees may be retained or employed temporarily to meet emergencies or peak load situations.

- 1.2 Employees shall be laid off in inverse order of total Company seniority, to the extent deemed by the Company to be necessary. The Company may retain not more than five (5) percent of the employees subject to layoff in each service year involved.
 - 1.3 The provisions of this Section shall be administered on a Company-wide basis within this bargaining unit.
 - 1.4 Once a layoff condition has been announced by the Company, employees within a surplus title that have not been declared surplus may volunteer by seniority to replace employees identified for layoff within the title. If the surplus employee agrees to remain employed, the senior employee will be laid off and become eligible to receive the junior surplus employee's layoff allowance as determined in Article 9, Section 2, as well as rehire provisions of Section 6. At the discretion of the Company, it may retain volunteers based upon their job knowledge and skills.
2. Regular employees who are laid off due to lack of work shall be paid a layoff allowance determined as to amount by their net credited service and basic weekly wage rate at the time of leaving the service, in accordance with the following table:

Years of Net Credited Service	Number of Weeks Current Basic Wage Rate (Excludes all Differentials)
Less than 6 months	0
6 mos. But less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years but less than 5 years	4
5 years but less than 6 years	6
6 years but less than 7 years	8
7 years but less than 8 years	10
8 years but less than 9 years	12
9 years but less than 10 years	16
10 years but less than 11 years	20
11 years but less than 12 years	24
12 years but less than 13 years	28
13 years but less than 14 years	32
14 years but less than 15 years	36
15 years but less than 16 years	40
16 years but less than 17 years	44
17 years but less than 18 years	48

18 years but less than 19 years	52
19 years but less than 20 years	56
20 years but less than 21 years	60

For employees with twenty-one (21) or more years of net credited service, an additional four (4) weeks' pay at current wage rate will be made for each additional completed year of service.

3. Any vacation payment for which the employee is eligible will be made in addition to the layoff allowance.
4. If an employee who has received a layoff allowance is reengaged, and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment of this amount shall be made at the time of reemployment, or through payroll deductions each payroll period at the rate of at least ten (10) percent of the employee's basic wage rate until the amount is fully repaid.
5. If an employee who has been laid off and given a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff shall be based upon the length of continuous service since the date of last reemployment, plus any portion of the prior layoff allowance which has been refunded to the Company.
6. In rehiring former regular employees laid off under the provisions of Section 1 above, the Company shall offer reemployment in the order of net credited service to such former employees by classification; provided, however, that the period of layoff of such former employee does not exceed three (3) years, and that his net credited service is in excess of one (1) year.

When the Company elects to rehire former employees laid off under the provisions of Article 9, Section 1, outside of the process identified above, seniority for such former employees shall be bridged upon reemployment and will not be adjusted for the period of layoff, provided that:

- a) the period of layoff of such former employee does not exceed three (3) years, and
- b) his/her net credited service is in excess of one (1) year, and
- c) he/she is rehired to the same classification from which he/she was laid off.

Such rehiring shall be subject to the following conditions:

- 6.1 Such former employee must meet the requirements of the available job, as determined by the Company.
 - 6.2 Such former employee must keep the Company informed of the address at which he can be reached, and any offer of such reemployment shall be made in person, or by registered mail addressed to the latest address so furnished by the former employee. When an offer of employment has been so made, the former employee shall inform the Company of his acceptance within a period not to exceed two (2) days and shall report for duty within two (2) weeks from the date such reemployment was offered unless extended at management's discretion.
 - 6.3 If such former employee, upon reemployment, is assigned to essentially the same type of work as at the time he was laid off, he shall be paid at the rate currently in effect for that assignment, and for the period of service which would have been credited to him for wage purposes had he not been laid off.
 - 6.4 Seniority for such former employees shall be bridged upon reemployment and will not be adjusted for the period of his layoff.
7. Nothing in Section 6 above shall limit the temporary employment of former employees in the event of an emergency or to meet peak load situations.

**ARTICLE 10
DISCHARGES AND SUSPENSIONS**

1. Employees covered by the Agreement shall not be suspended or discharged except for just cause, except as outlined in Article 15, Section 3.
2. Any suspension or discharge requires notification of such act be given to the Union Business Manager. Any grievance over a suspension or discharge must be presented by the Union within four (4) workdays from receipt of Company's notice.

**ARTICLE 11
BARGAINING AND GRIEVANCE MEETINGS**

1. Collective bargaining meetings shall be attended by not more than six (6) representatives of the Union and not more than an equal number of Management representatives. Such meetings shall be held at the request of either party and the subject matters to be taken up in such meetings by either party shall be outlined in a written notice given to the other party at least fourteen (14) days prior to such meeting; provided, however, that said fourteen (14) days written notice may be waived by mutual consent of the parties. Insofar as the negotiation of grievances is concerned, the Union shall have not more than three (3) employee representatives and Management shall have not more than three (3) representatives at Step 1. Both parties shall have the right to such technical assistance as they deem necessary to advise them during the negotiation of any specific grievance. In the event that any initial meeting, which has been arranged for in accordance with the foregoing, does not reach a satisfactory conclusion, by mutual consent, future meetings shall be scheduled immediately and without further written notice. The grievance representatives of the Union and Management shall meet together as required by the grievance procedure outlined hereinbelow in Article 12.
2. Representatives of the Union covered by this contract may attend grievance conferences with representatives of Management in accordance with the following provisions of this section without loss of pay at straight time subject to the following conditions:
 - 2.1 Pay shall be allowed only if such meetings are held during such employee's scheduled working hours and only if such employees would have worked had they not attended such meetings.
 - 2.2 The time paid for shall be limited to actual meeting time plus necessary time, if any, spent during scheduled working hours in traveling between the employee's work location and the grievance conference.
 - 2.3 Pay shall be allowed for grievance meetings for not more than three (3) employees at the first level.
 - 2.4 Such time paid for in accordance with the above shall be considered as time worked.
 - 2.5 No deductions from credited service will be made for representatives of the Union covered by this contract for attendance at collective bargaining meetings.
3. The Company will pay for three (3) Company employees of the Union Negotiating Committee during actual contract negotiations for up to six (6) weeks.

4. The Union agrees to notify the Company's Director-Human Resources of the stewards on the property of the Company. Any steward, or grievance committeeman in lieu of such steward, shall upon request and approval by the Company be given sufficient time off with pay at his regular rate to process grievances. No employee shall serve as a steward and/or a grievance committeeman while on leave of absence.
5. If a management employee is available, the Company agrees that upon notifying management of his intentions the steward or grievance committeeman shall not be hindered, coerced, restrained or interfered with in the performance of his duties of investigation, presentation and adjustment of grievances or disputes as provided in the grievance procedure, which duties may be performed during the steward's or grievance committeeman's working hours. It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by the stewards or grievance committeemen in investigating, presenting and adjusting grievances or disputes. The Union will not promulgate nor administer Union business on Company time (excluding rest periods) except by reason of investigation, presenting or adjusting grievances and disputes.
6. An International Representative, Business Manager or Business Manager's representative of the Union may have access to the Company's properties during regular working hours when it is necessary to investigate a grievance or a claimed violation of a provision of this Agreement, or following a meeting of the Company and Union to investigate a proposed modification of the Agreement or its application; provided however, that he first notify a non-bargaining unit supervisor of his presence and proposed business. It is understood that the Union representative will hold to a minimum any interference with employees in the performance of their work.

ARTICLE 12 GRIEVANCE PROCEDURE

1. The term "grievance" as used in this contract shall mean any grievance made either by an individual employee or group of employees contending that he or they are being prejudiced as a result of misinterpretation or misapplication of any of the terms of this contract or wage schedules from time to time in effect. The above definition shall be grievances subject to arbitration provided the procedures as set forth within this Article are followed.
2. Nothing shall prevent the presentation of grievances not falling within the above said definition except grievances of this nature shall not be subject to arbitration.

3. Grievances of any employee or group of employees shall receive fair, just and speedy consideration and shall be handled without prejudice.
4. A grievance that is to be recognized by either the Company or the Union must be presented within thirty (30) days after the alleged violation occurs except as provided under Article 10, Section 2.
5. Prior to the first step meeting, an informal resolution meeting between the supervisor and a Union representative will take place for all issues except suspensions and terminations. The employee may attend this meeting at the Union's request. Pay shall be allowed for the Union representative and the employee, if present. If the issue is not resolved and the Union chooses to proceed further, grievances shall be presented and processed only in the following manner, except as outlined in Article 27, Section 3.

5.1 Step 1

- A. The grievance shall be presented in writing, on the appropriate Grievance Report form, to the aggrieved employee's immediate supervisor.
- B. The form shall be prepared and submitted in duplicate. The supervisor will assign a grievance report number, and return one (1) copy to the Union by 5:00 p.m. of the next normal workday.
- C. The grievance shall contain a statement of facts in sufficient detail to set forth the nature of the grievance, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Contract Article and Section or Company practice.
- D. The Company and the Union agree to meet within ten (10) working days after the return of the grievance form to the Union to explore solutions to the problems.
- E. The Company will be represented by first and second level management. Second level managers that are located outside of the area can exercise their right to attend the meeting via phone or video conference. The Union will provide a committee of local Union representatives, including the grievant if desired. The first step grievance meeting shall be attended by not more than three (3) representatives by either party, as noted in Article 11, Section 1, unless mutually agreed to when the Step 1 meeting is scheduled. Pay shall be allowed for not more than three (3) employees including the grievant.

F. All issues resolved prior to Step 2 will not establish a precedent.

5.2 Step 2

In the event a grievance is not resolved at Step 1, the Local Business Manager, or his designated representative, or the grievant may within ten (10) days request a second level grievance meeting.

5.2.1 The parties will meet within fifteen (15) working days in a final effort to resolve the grievance.

5.2.2 The Company will be represented by the Labor Relations Manager or their designated representative. The Union will be represented by the Local Business Manager or their designated representative.

5.2.3 If this fails, the Union may proceed to arbitration under the terms of Article 13 of the agreement.

6. The parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed, or recess the grievance to obtain additional information. Any waiver agreed upon shall be either made in writing or confirmed in writing.
7. It is understood that every effort will be made by both parties to resolve the grievance in the meeting at the applicable Step. If unable to do so, the Company will give its answer in writing on the grievance form within three (3) days following the meeting.
8. If the employee, at his option, has the grievance presented by his local Union representatives, the Company shall not thereafter deal directly with the employee concerning the grievance, but shall deal only through appropriate Union representatives.
9. In the event that any individual employee, or any group of employees, choose(s) to present a grievance for themselves rather than through the Union, management representatives will advise the local Union representative in writing of the fact that such grievance is being presented, and will give such Union representatives opportunity to be present during the presentation of such grievance.

10. Representatives of the Union or of any local thereof may confer with representatives of Management during working hours without loss of pay, provided the conference has previously been agreed to by Management.
11. In the event any grievance involves a question of wage status, any wage adjustment which arises out of the final solution of the grievance shall be made retroactive to the date on which the grievance was first presented to the immediate supervisor of the employee or employees affected; provided, however, that if the proposed wage adjustment involves a question of judgment as to the application of appropriate wage in the case of a transfer from one occupation to another or where other circumstances make the determination of an appropriate wage a matter of judgment, retroactive adjustment shall not be for more than three (3) months prior to the initial presentation of the grievance under Section 5, Step 1, of this Article and provided further, that if the wage adjustment involved has resulted from the correction of a mechanical or clerical error, the adjustment shall be made retroactive to the time the error commenced.
12. In the event any grievance involves a question of reinstatement of a released or discharged employee and it is determined that said employee is to be reinstated, the amount of back pay which can be awarded shall be determined by the Union and the Management grievance representatives, subject to the limitation that back pay will not be awarded for a period starting more than four (4) days before the initial presentation under Section 5, Step 1, of this Article.
13. The time periods referred to in this Article exclude Saturdays, Sundays and holidays recognized in the Contract.

**ARTICLE 13
ARBITRATION**

1. In the event any grievance arising hereunder cannot be resolved through negotiations between the parties hereto under the procedures hereinabove set forth, the matter shall be submitted to arbitration by the Union to the Company and in accordance with the following procedures. The Union will notify the Company of its intention to arbitrate within a reasonable time, not to exceed forty-five (45) days following the date of the final meeting of the grievance procedure. Such notice to the Company may be made orally and confirmed in writing within seven (7) days.

2. As soon as possible but not later than ten (10) days after the Company receives a request, made pursuant to Section 1 above, the Union will initiate a request to proceed with the selection of an arbitrator in the manner as mutually agreed to by the parties. Failure to comply with the time frames agreed to in Sections 1 and 2 of this Article will result in the arbitration request being declared untimely.

The arbitrator shall be selected by alternate striking of names. The person whose name is not stricken from the panel shall be the arbitrator. The party who strikes the first name from the panel shall be determined by lot.

The Company shall thereupon notify the arbitrator of his selection and seek his agreement to serve, and determine his available dates for hearing. The Company and the Union will then agree upon the date, time, and place of the hearing, and the Company shall so notify the arbitrator.

If the arbitrator is not available or is unable to meet the contractual time limits, another arbitrator from the remaining members of the panel will be selected and notified in the same manner as described above.

3. Within thirty (30) days from the date of the arbitrator selection in Section 2 above, the arbitrator will hold a hearing on the question to be arbitrated, at which time each party to the Agreement may submit to him such evidence and/or arguments as it desires relative to the question being arbitrated. The arbitrator will receive and consider any evidence which is relevant to the dispute being arbitrated. At the request of either the Company or the Union, a stenographic transcript of hearings may be made, or written post hearing briefs may be filed, or both, except in cases which involve the discharge or suspension of employees. In discharge and suspension cases, the parties will argue orally such dispute before the arbitrator, and no written briefs will be presented. In any case where written post hearing briefs will be filed, such briefs will be submitted to the arbitrator with a copy to the other side within thirty (30) days from the conclusion of the hearings or the receipt of a transcript, whichever is later. Within thirty (30) days after the conclusion of such hearing, or when applicable after the submission of written briefs, whichever date is later, the arbitrator shall send his written award to each of the parties hereto.
4. In cases involving suspension or discharge, the arbitrator will render an immediate decision and will within fifteen (15) days after the receipt of the court reporter's transcripts send his written award to each of the parties thereto.

5. The arbitrator shall have no authority to change, add to, or subtract from this Agreement, or to designate monetary award(s) beyond that to make the employee whole with respect to basic (lost) wages.
6. The time periods referred to in this Article exclude Saturdays, Sundays, and Holidays recognized in this contract.

ARTICLE 14 SENIORITY

1. Seniority, as used in this Article 14, shall mean the total elapsed time since the employee's date of last employment, plus any credited service which is bridged in accordance with Article 17 of this Agreement, or which is recognized in accordance with Section 3, Article 17, of this Agreement. Seniority, as used in this Article 14 for part-time employees, will include only that time for which they actually receive wages.
2. Seniority of regular part-time employees shall follow that of regular full-time employees for all purposes of this Article, except employee-initiated transfers under Article 34 which will be integrated.
3. The seniority of term and temporary employees will fall behind that of all regular employees. The seniority of all temporary employees shall follow that of term employees. Seniority within the group of term employees shall mean the total elapsed time since the employee's date of last employment. Seniority within the group of temporary employees shall mean the total elapsed time since the employee's date of last employment.
4. Occasional employees shall not accumulate seniority while working as an occasional employee. In the event a regular or temporary employee transfers to occasional and subsequently transfers back to regular or temporary, the employee will be credited for seniority purposes for the amount of seniority accumulated in the regular or temporary status before having transferred to occasional.
5. Seniority shall be determined on the basis of Company-wide seniority. For employees who are hired on the same date; the more senior employee shall be determined alphabetically by their last name on their hiring application.
6. Shift assignments, subject to the needs of the service, shall be determined on the basis of bargaining unit seniority. Vacation schedules, subject to the needs of the service, shall be determined on the basis of seniority.

- 6.1 When an employee transfers into the job classification of Equipment Installer or Equipment Maintainer wherein on-the-job training is required, and where such training opportunity is available on a particular shift, the employee will be assigned to that shift until all necessary training has been completed. Such on-the-job training will be completed within one (1) year.
7. All service by an employee excluded from the bargaining unit shall be counted in determining his seniority under any of the provisions of this Article 14 in the event that such employee transfers to a job classification covered by this agreement.
8. An employee with recognized credited service previously obtained in another General System Company shall have his credited service bridged for seniority purposes upon employee's written request.

ARTICLE 15 EMPLOYEES

1. The Company will not employ temporary or occasional employees to avoid the employment of regular full-time employees.
2. The Company may employ and use part-time employees in order to meet service requirements under the following conditions:
 - 2.1 To fully staff a work force to cover schedules of less than the normal basic workweek because of odd shift coverage, fluctuating or peak load forcing conditions;
 - 2.2 To afford employees an opportunity to further their formal education;
 - 2.3 When qualified regular full-time employees are not available in the labor market at the time of employment of part-time employees.
3. All new employees shall be considered probationary employees until completion of six (6) months of continuous service. Probationary employees may be terminated during this period at the discretion of Management.
4. Employees are required to maintain proper personal appearance, hygiene, and dress, and will at all times be neat, clean, and well-groomed and exhibit a business-like appearance appropriate for their job assignments. A business-like appearance may include, but is not limited to, Company provided clothing and/or uniforms.

ARTICLE 16
TEMPORARY ASSIGNMENTS

1. Where an employee is assigned to a higher wage classification on a temporary basis for a period of two (2) weeks, but no longer than six (6) months, the Company will originate the necessary forms to reflect in his personnel records his temporary experience in that job.
2. Periods of one (1) week (five (5) consecutive workdays) of such assignment to a higher wage-paying classification will also be reflected if within two (2) weeks of the completion of each two (2) separate one (1) week periods occurring within twelve (12) consecutive calendar months of assignment the employee requests the origination of appropriate forms.
3. Assignments to higher wage-paying classifications for temporary relief work will be made first from employees within the work group, and secondly from employees within the work location, who normally perform work related to the higher wage-paying classification, on the basis of seniority of those having the necessary qualifications and fitness, provided that there is sufficient time for filling the assignment to permit orderly scheduling.
4. Assignments to higher wage-paying classifications for training will be made first from employees within the work group, and secondly from employees within the work location, who normally perform work related to the higher wage-paying classification, on the basis of seniority of those having the necessary qualifications and fitness, provided that there is sufficient time for filling the assignment to permit orderly scheduling.
5. Nothing in this Agreement shall prevent the assignment of temporarily disabled employees to jobs which they can handle.

ARTICLE 17
CREDITED SERVICE

1. The term "credited service" shall mean the aggregate of the years, months, and days of active employment with the Company, its predecessors or affiliates of the General System which will be recognized by the Company with respect to each employee.
2. Active employment for purposes of calculating credited service shall include:
 - 2.1 Time for which the employee actually receives wages.
 - 2.2 Workers' Compensation benefits.
 - 2.3 Sick Benefits.

- 2.4 Military leave of absence as provided under Article 35, **in accordance with the requirements of applicable law.**
- 2.5 Union leave of absence approved under Article 43.
- 2.6 Approved absence excused time provided under Article 24, Section 5.
- 3. Credited service shall not include time for which the employee is laid off or is on leave of absence for personal reasons under Article 24 of this Agreement.
- 4. An employee with prior credited service who has been absent from the Company's employ and who is reemployed shall have, by request of the employee, the accredited service formerly acquired bridged after being reemployed continuously for a period of six (6) months.
 - 4.1 Such credited service to be bridged shall include each period of prior active employment of six (6) months or more.
- 5. If an employee is laid off due to force reduction pursuant to Section 1, Article 9, and he is reemployed as a result of an offer of reemployment made pursuant to said Section, he will be given full recognition, upon date of reemployment, for such credited service as existed with respect to him on the date of his layoff.
- 6. Credited service is not recognized for employees while they are classified as temporary or occasional; however, credited service will include all active employment for such employees previously in temporary or occasional status when they become regular employees without interruption in their employment.

**ARTICLE 18
REGULAR HOURS**

- 1. The normal workday will consist of eight (8) hours. Regularly assigned shifts may be any eight (8) hours that the demands of the service may require and may be divided into such sessions that service demands require. With respect to week at a time vacation and weekly use of sick leave and leaves of absence, normal workdays will be considered to be the five (5) days, Monday to Friday, inclusive, and will include a Saturday when Saturday is part of a normal week. Employees regularly scheduled for Saturday work may request to take day at a time vacation or sick leave on a scheduled Saturday. For all purposes each shift will be considered to have been worked on the calendar day when it was started.

- 1.1 Employees may be permitted to have days off without pay as determined permissible by Management, depending upon service demands. Such excused absence days may be granted because of light or fluctuating workloads, or for the purpose of permitting employees to observe religious holidays or other days of personal significance. Such excused time will not be counted towards the two (2) months excused time provision covered under Article 24, Section 5.
2. The normal workweek will consist of forty (40) hours of work and may be any forty (40) hours during the calendar week beginning with Sunday.
 - 2.1 Hours worked on Sundays or holidays as part of a regularly assigned shift will be considered as a part of the normal workweek.
 - 2.2 The normal workweek will not include time worked in excess of eight (8) hours in any one day or shift or time worked by reason of emergency call out.
 - 2.3 Holidays not worked, excluding Saturday holidays, for which wages are paid will be considered as a part of the normal workweek for all purposes.
 - 2.4 In a week in which payment is made under the classification "ABW" (bad weather) as provided in Article 20, only the hours between the time of reporting for work and the time of release from work will be considered as a part of the normal workweek.
3. Work schedules shall be posted in advance, and in general on a four (4) to eight (8) calendar week basis, one (1) week in advance. In the event changes are necessary, Management will make every effort to note in writing on posted schedules such changes, but there will be no penalty for failure to do so in the form of payment of premium overtime or in any other pay provisions, provided that notice of such change of schedule is otherwise properly given to the employee affected.
4. An employee's schedule of hours of work and days off may be changed at the initiative of the employee for personal reasons without twenty-four (24) hours' notice, providing proper arrangements satisfactory to the local supervisor are made.
5. When employees are working the normal forty (40) hour workweek, every effort consistent with the needs of the service will be made to schedule them so that their days off will be consecutive.

**ARTICLE 19
OVERTIME HOURS**

It is agreed that there shall be no pyramiding of the accumulation of hours for pay purposes either at the base rate, straight-time rate and/or overtime rates of pay (Article 18, Section 1) and normal workweek hours (Article 18, Section 2).

Overtime hours will include:

- 1.1 Hours actually worked in excess of eight (8) in any one (1) day or in any one (1) shift.
- 1.2 All hours worked as part of Sunday shifts whether regularly assigned or by reason of emergency.
- 1.3 Hours actually worked between 9:00 p.m. and 1:00 a.m. the following day on Christmas Eve and New Year's Eve by employees not otherwise entitled to overtime pay for those hours.
- 1.4 Hours actually worked in excess of the normal workweek in any one (1) calendar week. (See Article 18.)
 - 1.4.1 Each overtime hour over forty (40) through fifty-five (55) hours as defined above will be paid for on the basis of one (1) and one-half ($\frac{1}{2}$) times the normal hourly rate of pay.
 - 1.4.2 Each overtime hour worked in excess of fifty-five (55) as defined above will be paid for on the basis of two (2) times the normal hourly rate of pay.
 - 1.4.3 Employees will not be required to take equivalent straight time off to compensate for overtime.
2. For the purpose of this article, an emergency call-out is defined as follows: When an employee is called to work immediately to meet any emergency that needs immediate attention and is not foreseeable. When an employee is called out for emergency work without previous notice during hours when he is not on duty, overtime will be measured from the hour he leaves until he returns home, subject to the following provisions:
 - 2.1 If the employee is called out for emergency work and he leaves his home as a result of the call less than four (4) hours prior to the beginning of his next regularly assigned shift, overtime pay will cease at the beginning of his next regularly assigned shift.

- 2.2 If the employee is called out for emergency work and he leaves his home as a result of the call four (4) hours or more prior to his next regularly assigned shift, he will receive the overtime rate of pay for all hours actually worked, until he has been relieved from duty for four (4) consecutive hours.
 - 2.3 A minimum of two (2) hours overtime paid at the overtime rate (three (3) hours pay) will apply except that such minimum will not apply where the emergency work constitutes a continuation of the employee's regularly assigned shift or where such emergency work continues into the employee's next regularly assigned shift in accordance with Subsection 2.1 above.
 - 2.4 Hours actually worked on emergency call-outs (ECO's) in any one (1) calendar week will be included in the computation of overtime hours actually worked in excess of fifty-five (55), which will be paid for at two (2) times the employee's normal hourly rate of pay.
 - 2.5 If an employee is called at home and performs productive work without leaving his residence, he will be paid at the overtime rate (1 and ½ times the normal hourly rate) for all hours worked. If the time worked is less than one (1) hour, he will receive a minimum of one (1) hour overtime paid at the overtime rate.
3. Employees who are given less than twenty-four (24) hours previous notice that they will be rescheduled to work on a holiday or a day when they are scheduled to be off will be paid overtime for such day. Scheduled days off may be changed on notice of at least twenty-four (24) hours, or employees may be called in to work on their scheduled days off without the payment of overtime, provided at least twenty-four (24) hours previous notice is given. The words "previous notice" in this section shall mean notice given not less than twenty-four (24) hours prior to the hour at which the employee is to report for work in accordance with such notice.
4. Employees who are given less than twenty-four (24) hours' notice that their shift is changed on a day which they are normally scheduled to work will be paid overtime for the hours worked in their rescheduled shift which fall prior to or after their previously scheduled shift. Employees may have their hours of work changed on a scheduled workday without the payment of overtime, provided at least twenty-four (24) hours previous notice is given. The words "previous notice" as used in this section shall mean notice given not less than twenty-four (24) hours prior to the hour at which the employee is rescheduled to report for work or the hour at which his previously scheduled shift would have commenced, whichever is earlier.

5. Only grievance time, time on jury duty, and holidays not worked (except Saturday holidays) will be included when determining these amounts of overtime to be paid for.

**ARTICLE 20
INCLEMENT WEATHER**

1. When employees are unable to perform their work because of inclement weather they will be paid in accordance with the following:
 - 1.1 If an employee reports in person at his place of work but because of weather conditions is not sent out on the job, he will be paid for two (2) hours and will be released within one (1) hour.
 - 1.2 If an employee is sent out on the job and is forced to discontinue his work at any time during the first four (4) hours of his assigned shift because of weather conditions, he will be paid for one-half (½) day.
 - 1.3 If any employee works more than four (4) hours and is then forced to discontinue work because of weather conditions, he will be paid for a full day.
 - 1.4 To the greatest extent feasible, time during which employees are not able to perform their normal work because of inclement weather will be used for regularly scheduled instruction and for the maintenance of equipment and tools and warehouses.

**ARTICLE 21
TIME ABSENT FOR ELECTIONS**

1. Employees who are registered and entitled to vote in any election will be granted time off with pay if necessary to vote. Time off with pay for voting is granted only when the employee is unable to travel to the polls during non-working hours due to the distance involved and in no case will paid time off exceed two (2) hours. Permission for such absence will be granted only on specific request presented to the employee's immediate supervisor, who will designate the period of such absence.

**ARTICLE 22
VACATIONS****

** For Vacation Banking refer to Vacation Banking MOA on Page 159.

1. A regular employee will be entitled to vacation as follows:

- A. Employees newly hired at any time during the year will be eligible for ten (10) normal workdays of vacation after January 1 following their date of employment and after completion of their probationary period.
- B. Ten (10) normal workdays of vacation with pay after he has completed each successive twelve months of credited service until such employee has completed five (5) years of service.
- C. Fifteen (15) normal workdays of vacation with pay after he has completed five (5) years of service.
- D. Twenty (20) normal workdays of vacation with pay after he has completed fifteen (15) years of service.
- E. Twenty-five (25) normal workdays of vacation with pay after he has completed twenty-five (25) years of service. At least five (5) vacation days are to be taken during the months of January, February, March, April, November and December.

Vacations must be taken within the twelve (12) months following the date on which the right thereto has accrued.

- 1.1 All current employees will have a vacation eligibility date of January 1. In the future, all newly hired employees will have a January 1 vacation accrual date effective the first January following their date of employment. Whenever there is any adjustment in credited service, the vacation accrual date will be changed to January 1 of the adjusted service year.
- 2. All current part-time employees will have a vacation eligibility date of January 1. In the future, all newly hired part-time employees will have a January 1 vacation accrual date effective the first January following their date of employment. Whenever there is any adjustment in credited service, the vacation accrual date will be changed to January 1 of the adjusted service year.
 - 2.1 Part-time employees' vacations will be based on hours worked within the previous calendar year.
- 3. Vacations will comprise consecutive days except that an employee who is entitled to more than one (1) normal workweek will be permitted to split his vacation into units of weeks subject to the demands of the service.

4. The selection of initial week-at-a-time vacations will be handled by routing a vacation schedule through all of the employees in the work group in Company seniority order until all individuals have had an opportunity to make their initial choice. The work group will be notified at least 2 weeks prior to the circulation of the list. Employees may be required to make their selection within 15 minutes, if deemed necessary by management. This process should be completed by February 1st.

In departments where the large volume of employees prohibits such a routing approach alternate methods may be utilized, but initial selection will be based on Company seniority.

Within the limits of service requirements, vacations will be scheduled during the more desirable vacation period and on the basis of employees' seniority. Vacation selected after this initial process will be on a first-come first-served basis.

Additionally, when an employee cancels previously approved vacation time, with service requirements permitting, management will notify the work group of the opportunity to request the available vacation, and allow the most company senior employee first choice.

For additional details refer to the MOA entitled Vacation/Holiday Scheduling.

- 4.1 When an employee transfers to a new work group and vacations have been scheduled for the group, the supervisor will, if work requirements permit, approve the employee's first selection for vacation. However, if, because of work requirements, the employee is unable to take the first selection, the supervisor will provide an alternate vacation schedule from which selection will be made.
5. On his own request any employee shall be granted an excused absence without pay of not more than fifteen (15) days immediately preceding or following his vacation, provided that such excused absence does not interfere with the needs of the service and does not affect the initial scheduling of vacation of any other employee or employees. Management reserves the right to respond to each request at whatever point in time it can best determine its effect on the needs of the service, but not less than ten (10) days from the time off which was requested.
 - 5.1 This excused time cannot be scheduled prior to scheduling all eligible vacation and holiday time.

6. Day-at-a-time Vacation

- 6.1 Effective January 1, 1997, each employee is entitled to take ten (10) days of accrued vacation time in any one (1) calendar year in day or days-at-a-time increments. In the selection of vacations, week vacations shall have precedence over day-at-a-time vacations.
- 6.2 Whenever possible, day-at-a-time vacation should be chosen along with vacation weeks and should also be shown on Vacation Request Form (605329). If an employee does not choose vacation days to be taken at a time when he chooses week vacation, he will give at least ten (10) working days' notice to the supervisor of the day (or days) he desires to take as vacation days. Such time limit may be waived by supervisory approval.
- 6.3 If the employee has not chosen and/or taken all day-at-a-time vacation by November 1 of each calendar year, management will designate the day (or days) to be taken.
- 6.4 If an employee has chosen a vacation day (or days) and later decides to cancel, he must notify management of this decision five (5) work days prior to that day. If the minimum notification is not met, the employee may be required to take the day (or days) selected at the option of management.
- 6.5 When a day that was originally chosen as a day-at-a-time vacation day is canceled in accordance with Section 6.4, the supervisor will notify his work group of the available day or days and make the days available to the senior employee(s) who request it.

7. Carryover Vacation Time

- 7.1 Each employee who is eligible for two (2) or three (3) weeks' vacation may carry over five (5) days or less of his accrued vacation into the next calendar year. Each employee who is eligible for four (4) or five (5) weeks' vacation may carry over ten (10) days or less into the next calendar year.

7.2 The employee will exercise the option to carry over vacation time at the time of initial selection if his vacation for the current calendar year. The dates for the carryover vacation will be designated on the Vacation Request form and approved by the employee's supervisor. Carryover vacation time is chosen, by seniority, at the same time the employee chooses vacation for the current year. Once carryover vacation has been requested and approved, that vacation period cannot be superseded by a more senior employee, except that employees who transfer to a new work group after having been scheduled for carryover vacation will be granted such vacation time in accordance with Article 22, Section 4.1.

7.3 Carryover vacation time must be taken no later than June 30 of the year after it is accrued, unless otherwise designated by management.

EXAMPLE: January 1, 2003 employee elects to carry one (1) week vacation. It must be taken before June 30, 2004, or as previously designated by management at the time the carryover vacation was approved.

ARTICLE 23 HOLIDAYS

1. Subject to the following provisions the legal holidays listed below or the day which they are observed locally will be recognized by the Company:

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

2. Unless otherwise provided herein, a regular or temporary employee not working on a holiday will receive one (1) day's pay at his normal straight time rate, exclusive of shift or temporary or relief supervisory differentials, if he works his last unexcused scheduled session preceding the holiday and his first unexcused scheduled session following the holiday.

3. An employee may select any days within the calendar year except Sunday to observe the seven (7) Personal Holidays. Personal Holidays can be taken in two (2) hour increments for a total of fifty-six (56) hours per year. The Holidays in this Section 3 are subject to the following selection procedures.
 - 3.1 The employee will give at least thirty (30) days' notice to his supervisor of the day or days on which he intends to observe the holiday. Such time limit may be waived by supervisory approval.
 - 3.2 If an employee selects a day or days to observe as the holiday which, because of work requirements, would not be available, or if two (2) or more employees in the same work group select the same day or days, the employees will choose alternate available day or days in order of seniority.
 - 3.3 If any holiday for which an employee is eligible to take under this Section 3 provision is not selected by October 15 of each calendar year, Management will designate the day or days to be observed.
 - 3.4 An employee will be eligible for Personal Holidays following the completion of three (3) months of employment. The number of Personal Holidays a new hire will be eligible for, in their first calendar year of employment, will be based on the following schedule:
 - First Quarter Hire Date – 7
 - Second Quarter Hire Date – 4
 - Third Quarter Hire Date – 2
 - Fourth Quarter Hire Date – 0
4. Unless otherwise provided herein, a regular part-time employee, not working on a holiday, will receive pay for the number of hours for which he would have been scheduled to work had the day not been a holiday, if he works the last unexcused scheduled shift preceding the holiday and works his first unexcused scheduled shift following the holiday.
5. An employee who is scheduled to work on a holiday but fails to report for work and is unexcused will not receive payment for the holiday.
6. If a holiday falls on a normal workday which is a vacation day, the employee will be given an additional day of vacation at the beginning or end of his vacation or a day's pay in lieu thereof at his option. Holidays which fall on normal working days within a leave of absence will be counted as workdays and will not be recognized for pay purposes. (See Article 24 for maximum excused absences.)

7. Employees who work on holidays will receive, in addition to the holiday pay provided for in this Article 23, time and one-half at the basic rate for hours worked.
8. Provided the California Paid Sick Leave Law (CPSL) remains applicable to the Company, the Company will continue to make available to eligible employees (3) three of the (7) seven Personal Holidays they receive per calendar year to utilize for a reason covered by the CPSL.

ARTICLE 24
LEAVES OF ABSENCES FOR PERSONAL REASONS AND
EXTENDED ACCOMMODATION LEAVES FOR MEDICAL
REASONS

1. Frontier employees may be eligible to take personal leaves of absence of up to six (6) months, as provided below. Employees who have exhausted, or who are otherwise not eligible to take FMLA, CFRA or Pregnancy Disability Leave (PDL) may be eligible to take extended accommodation medical leaves of absence of up to six (6) months, as provided below.
 - 1.1 A leave of absence under this Article is without pay and credited service shall not accrue. Additionally, employees are not eligible for Company provided medical insurance coverage while on a leave of absence under this Article but may purchase coverage continuation through COBRA.
 - 1.2 The Company will pay to the employee at the beginning of his leave of absence the computed pay for any accrued vacation for which he is eligible.
 - 1.3 No vacation or sick benefits shall be paid for such leave of absence and such employees shall not be entitled to any vacation until after he has met the requirements of Article 22.
 - 1.3.1 An employee who returns from a leave of absence, for which credited service is not granted, will be eligible to take an accrued vacation when he has completed twelve (12) months of credited service, computed from the date he was last eligible for vacation, prior to going on leave.

The required completion of twelve (12) months of service is computed by adding the two periods (1) amount of service accrued between date of last vacation eligibility and the start date of the leave, plus (2) date returned from leave up to the accumulation of twelve (12) months of credited service.

Under the provisions stipulated herein, such employee's vacation eligibility date will return to January 1 of the year following the accrual of twelve (12) months of credited service.

- 1.4 An employee on a leave of absence under this Article must keep the designated Company representative notified of his current mailing address at all times. In the event the employee fails to respond to a Company communication within fourteen (14) days, he will be deemed to have terminated his employment.
- 1.5 An employee may at the discretion of the Company be excused without pay up to a maximum of two (2) months and such absence will not be deemed a leave of absence under this Article. However, an employee may not be excused under this provision immediately following a leave of absence as provided for under this Article.

2. PERSONAL LEAVE OF ABSENCE (NON-MEDICAL)

The following additional standards apply to personal (non-medical) leaves of absence:

- 2.1 Employees shall be eligible to apply for personal leaves of absence once they have completed twelve (12) months of credited service with the Company. However, the right to take personal leave is not guaranteed. Frontier reserves the sole discretion to grant or deny personal leaves under this Article, after conducting a case-by-case evaluation of each request and the business needs of the Company.
- 2.2 Personal leaves granted pursuant to this Article are not job-protected, and Verizon does not guarantee that employees will be returned to work once their personal leave concludes. However, if the employee on a personal leave of absence notifies the designated Company representative in writing that he is ready to return to work in his previous work location and

classification, no additional help will be placed in that classification at that location for the duration of the leave period (up to a maximum of 6 months) unless the employee on leave has first been offered reemployment.

- 2.3 If an employee on a leave of absence for personal reasons does not return to his position on or prior to the end of his approved leave of absence period, he will be released from the Company and the Company will have no further reemployment obligations to the employee.
- 2.4 Employees who take leaves of absence may not apply for unemployment benefits (UB) or engage in other employment or self-employment. An employee on a leave of absence will be considered to have terminated his employment if he applies for unemployment, or engages in outside employment or self-employment while taking leaves of absence.

However, if an employee on a personal leave of absence notifies the designated Company representative in writing that he is ready to return to work and there are no vacancies in his previous work location and classification, the employee may engage in paid outside employment and may apply for UB and for the remainder of his approved leave of absence period without it being deemed to be him terminating his employment. However, should such an employee decline an offer of reinstatement during the leave of absence period, he will be terminated.

3. MEDICAL LEAVE OF ABSENCE - EXTENDED ACCOMMODATION LEAVE (EAL) The following additional standards apply for extended medical leaves of absence granted as a reasonable accommodation for employees after they have exhausted FMLA, CFRA or PDL (whichever exhaustion date occurs later) or who are otherwise not eligible to take FMLA, CFRA or PDL.

- 3.1 Employees who have exhausted, or who are otherwise not eligible to take, FMLA, CFRA or PDL and who remain unable to work for medical reasons may request, or, at the direction of the Company, be placed on Extended Accommodation Leave (EAL) to enable them to sufficiently recover from a qualified disability under the law, in order to return to work and perform the essential functions of their position, with or without reasonable accommodation. The Company shall notify the Union Business Manager of employees who are placed on an EAL within ten (10) business days. EAL

eligibility/effective dates will start depending on the benefit approval period as indicated below:

- 3.1.1 AS/AI benefits approved - EAL eligibility starts upon the benefits exhaustion date of an employee's individual approved personal illness or injury (AS) or work-related injury or illness (AI) balance (per Article 32) plus an additional two (2) months of unpaid excused time (per Article 24.1.5 above).
- 3.1.2 AS/AI benefits partially approved - EAL eligibility date will be the last date his approved AS or AI benefits ended plus the additional two (2) months of unpaid excused time (per Article 24.1.5 above).
- 3.1.3 No AS/AI benefits are obtained (denied/ineligible) - EAL eligibility starts with exhaustion of FML, CFRA, and/or PDL, or if such an employee is not eligible to take FMLA, CFRA or PDL, EAL eligibility will commence from the first date of absence.

However, employees who are eligible and fail to apply for AS personal illness or injury benefits or AI work related injury or illness benefits (per Article 32) will not be eligible for EAL and will be subject to discipline up to and including termination of employment.

- 3.2 Verizon will review whether an EAL should be granted on a case-by-case basis. An EAL will be granted when an employee is unable to perform the essential functions of his position due to a disability under the law, and an additional period of unpaid leave is expected to enable the employee to perform essential job functions upon returning to work, and the need for additional leave does not pose a significant difficulty or expense to Verizon's business.
- 3.3 As a condition of being placed on or remaining on EAL, the Company may require that appropriate medical information to support the need for EAL be submitted to the Workforce Accommodation Team (WAT) and/or to the Company's designated disability vendor. Similarly, the Company may require employees to submit appropriate medical information demonstrating that they are fit to return to duty, and can perform essential job functions with or without reasonable accommodation.
- 3.4 An employee on EAL will be reinstated to his original position if he resumes the ability to perform the essential functions of his position

before the end of the EAL period. If prior to the employee's announced ability to resume the performance of his job he received Permanent and Stationary (P&S) restrictions through the workers' compensation process, the employee must agree to be re-evaluated by the doctor who issued the P&S restrictions to determine if the relevant job functions can be performed without violating the restrictions. This re-evaluation by the workers' compensation doctor and that doctor's agreement to the employee's resumption of the job duties is a condition precedent to the employee's reinstatement.

- 3.5 An employee on EAL who is unable to return to his previous classification due to physical disability or by reason of superannuation will be permitted to submit applications for transfer in accordance with Article 34, Section 1, 3, and 4 of this agreement.
- 3.6 If an employee is approved for Long Term Disability (LTD) benefits prior to or during the commencement of EAL, his EAL status will be governed by the terms of the LTD Plan. Should an employee on LTD be released to return to work during the six (6) month EAL time period, return rights will be handled in accordance with the terms as identified in section 3.8 of this Article.
- 3.7 An employee on EAL may not apply for UB and may never engage in paid outside employment that conflicts with the stated reasons he cannot perform his job at Verizon. An employee who violates this Section will be deemed to have terminated his employment.
- 3.8 If the employee notifies the Company during the EAL period that he has resumed the ability to perform the essential functions of his position or upon expiration of the six (6) month EAL period, whichever occurs first, the Company and the employee will engage in an interactive process (IP) to assess whether the employee may be returned to his or her former position (or another for which he applies as provided under section 3.5 of this Article) with or without reasonable accommodation (which may include an EAL extension of a reasonable and finite duration) or released from employment. With respect to an employee who has an accepted workers' compensation case and is on EAL for that reason, any delay in the employee's obtaining necessary medical treatment that is not the fault of the employee will be factored into whether an extension of EAL may be warranted. No employee will be released from employment unless and until his status and ability have been reviewed and discussed through an individualized IP.

- 3.9 Employees on EAL will be considered as actively working for purposes of being eligible for ISPs and treatment under Article 8 (Force Realignments) and Article 9 (Layoffs).

**ARTICLE 25
LODGING, MEALS AND TRAVEL EXPENSES**

1. Employees will be, from time to time, temporarily assigned by the Company to temporary headquarters, either to perform work or to attend school.
2. Area Designations.

AREA DESIGNATIONS

<u>Permanent Headquarters</u>		<u>Reporting Locations Within Permanent Headquarters</u>
Barstow	2151 West Main Street (Bus. Ofc. Complex)	Barstow Central Office (CO) Lenwood CO S. Barstow CO Toll Center Yermo
Big Bear Lake	560 Bartlett (CO or Complex)	Big Bear City CO
Running Springs	2626 Secret Drive (CO)	
Victorville	16071 Mojave Dr. 16461 Mojave Dr. (CO or Complex)	Adelanto CO Apple Valley CO Desert Knolls CO Hesperia CO Lucerne Valley
Phelan	Phelan Rd. S/o Sheep Creek (CO)	Wrightwood CO
San Bernardino	King Street (CO)	
Boron	12156 Roberts Ave (CO)	North Edwards CO California City
Ridgecrest	520 S China Lake Blvd (CO or Complex)	China Lake CO Inyokern
Colfax	10 N. Auburn St	

Trona	County Rd. E/o Trona Rd at Aster St (CO)		
Lake Isabella	100 Hwy 155 (CO)	Kernville CO Weldon CO	
Bishop	350 Lagoon St (CO)	Pine Creek CO Big Pine CO	
Lone Pine	210 W South St	Independence CO (Central Office)	
Mammoth Lakes	39 Pinecrest (CO and Complex)	Crowley Lake CO	
Bridgeport	Sinclair & Bryant St (CO)		
Lee Vining	3 rd Street (CO)	June Lake CO	
Gardnerville	1520 Church St (CO or Complex)	Gardnerville, Ranchos CO Jacks Valley CO	
Topaz Lake	Central Office	Coleville	
Stateline	207 Kingsbury Grade (CO)	Glenbrook CO	
Yerington	21 Vaness		
<u>Permanent Headquarters (continued)</u>		<u>Reporting Locations</u>	<u>Within</u>
	(CO or Complex)	<u>Permanent Headquarters</u>	
Cazadero	3225 Cazadero Hwy (CO)		
Timber Code	Coast Highway #1 (CO)		
Sea Ranch	1200 Annapolis Rd (CO)		
Garberville	485 Conger St (CO or Complex)		
Covelo	76436 Main St (CO)		
Laytonville	44941 Willis Ave (CO)		
Mad River	Mad River Ridge (CO)		

Weaverville	702 Main St (CO or Complex)	
Hayfork	Main St (C.O.)	
Willow Creek	Willow St (C.O.)	
Manteca	430 West Center (CO or Complex)	Lathrop Ripon
Knights Landing	517 3 rd St (CO)	Robbins, Yolo County
Linden	19054 E Main (CO)	Farmington, Clements
Exeter	710 S Kaweah (Complex)	
Dos Palos	1823 Marguerite St (CO)	Oro Loma Dos Palos Wye
Tranquility	5822 School St (CO)	San Joaquin Cantua Creek
San Miguel	1170 L St (CO)	
Patterson	25 S. El Circulo Dr.	Patterson Central Office (CO) Livingston (CO)
Tuolumne	18619 Pine St.	Tuolumne Central Office (CO)

3. Acceptance of Board and Lodging or Subsistence

After receiving notice of his temporary / project assignment to a temporary headquarters for more than one (1) day, an employee will, at the start of the next scheduled shift, be required to inform the Company of his intent to accept board and lodging at Company expense or accept subsistence in lieu thereof. He will be bound by that decision for the entire assignment except in the event of illness or other compelling reason. Should it be necessary to extend the assignment beyond the original scheduled time frame, the employee will be allowed to reverse his decision if he desires, providing he notifies the Company of his intention before leaving temporary headquarters at the end of the original assignment. Subsistence allowances will not be allowed at temporary headquarters located more than 60 (sixty) miles from permanent headquarters, unless in the opinion of the District Manager the trip could be made safely and within a reasonable time period.

An employee who elects to provide his own living quarters at temporary headquarters and will remain there during the workweek will not be restricted to the sixty (60) mile limitation.

4. Subsistence Allowance

An employee assigned to a temporary headquarters who elects to travel between his lodging and such headquarters by his own means of transportation in lieu of accepting board and lodging from the Company, shall receive a subsistence allowance based on the one-way highway distance by direct and reasonable route that exceeds an employee's normal commute to his normal work location:

<u>Distance</u>	<u>Daily Allowance</u>
Over 0 and up to 20	\$12.00
Over 20 and up to 40	\$23.00
Over 40 and up to 60	\$33.00
Greater than 60	\$41.00

In the event the Company requires the employee to transport a Company vehicle to or from temporary headquarters, the employee will receive subsistence on the day(s) of transport.

In the event the distance involved from his residence to the temporary headquarters is less than that from his residence to the permanent headquarters, the employee will not be eligible for subsistence or board and lodging.

In the event the Company furnishes any portion of the board or lodging, it shall be entitled to a proportionate credit against such subsistence allowance.

5. Board and Lodging Expenses
 - (1) The Company will pay the employee's expenses while he is assigned to temporary headquarters, provided the lodging is taken at places designated by the Company.
 - (2) The Company will continue to pay the employee's expenses while he is retained at temporary headquarters on his days off, unless mutually agreed otherwise.
6. Transportation
 - (1) The Company will provide transportation facilities or pay expenses for travel at the beginning and end of a temporary assignment when an employee is being dispatched between his permanent and temporary headquarters.
 - (2) If the Company directs the employee to report to the job site, which does not entail additional travel from the employee's home, the Company will not be obligated to pay for mileage.
 - (3) An employee, with the approval of his supervisor, may report directly to the job instead of his permanent or temporary headquarters; in such cases, he will furnish his own transportation.
 - (4) Company vehicles are not to be used for transportation to facilities that provide meals, unless authorized by management.
7. Travel Time
 - (1) An employee being dispatched between his permanent or temporary headquarters to a job will be paid for his time consumed in such travel except when he has accepted subsistence, in which case he would be allowed travel time only at the beginning and end of the entire temporary assignment. If the employee is directed to return to his permanent headquarters in the interim, travel time will be paid.
 - (2) If the travel does not entail additional time from the employee's home, the Company will not be obligated to pay for the time spent traveling.
 - (3) All travel required of an employee after reporting for work each day shall be on Company time.
8. Return to Permanent Headquarters (Except Off System Training)

At its option, the Company may return an employee to his permanent headquarters at the close of any workday.

The Company will return such employee to his permanent headquarters not less often than every four (4) weeks, although the entire temporary assignment may not have been completed. The Company will provide transportation facilities or pay expenses for said travel and pay for time consumed in traveling. Subject to management approval, the employee may be allowed to remain at his temporary headquarters; in such case the Company will continue to pay his expenses.

For an employee attending Company training facilities 150 miles or less from his permanent headquarters, the Company will return said employee to his permanent headquarters at the end of two (2) weeks, although the entire temporary assignment may not have been completed, subject to the following:

- (1) A Company vehicle will be provided for the return trip; if one is not available, the employee will be compensated at the current IRS mileage rate.
- (2) Time consumed for travel will not be paid.
- (3) Company will not be obligated to pay Saturday or Sunday meal and incidental expenses, as outlined in 9.3. The employee will continue to receive the full amount for the Friday he leaves for home and the Monday when he has returned to training.
- (4) Motel expenses will not be paid for Friday or Saturday nights.
- (5) Should a three (3) day weekend be involved, the two (2) affected days would become three (3).
- (6) Should training be held on a Saturday, the two (2) affected days would become one (1).

The employee will be allowed to remain at his temporary headquarters; in such case, the Company will continue to pay expenses.

9. Meals

- (1) Payment for Mid Shift Meal

An employee whose job duties do not normally require him to travel each day but who is assigned to work outside of his permanent headquarters area will be entitled to a **\$12.00** meal payment unless he is given notice of this assignment on his previous shift.

An employee who is expected to travel while performing his job duties will not be entitled to the meal payment when he returns to his permanent headquarters area each day.

(2) Overtime Meal

When an employee works three (3) hours or more beyond his eight (8) hour shift, he will receive a meal allowance of **\$12.00**. When an employee works three (3) hours or more on an emergency call out he will receive a meal allowance of \$7.00. An employee may only receive one of these meals due to the same hours.

(3) Meal and Incidental Expenses When Away from Headquarters Overnight

An employee will be allowed **\$35.00** for expenses on the day he leaves for the out-of-town assignment.

An allowance of **\$50.00** per day for those days he is away from headquarters for the entire day.

An allowance of **\$35.00** for the day he returns to headquarters from the out-of-town assignment.

The above expense allowance will cover meals and incidental expenses including laundry. The transportation expense and motel accommodations will be in addition to the allowance; receipts for motel charges will be required.

**ARTICLE 26
TRANSFER ALLOWANCES**

1. When an employee is transferred at Company request from one work location to another thirty-five (35) miles or more distant, and such assignment is to be for a period in excess of six (6) months and if the employee moves his residence closer to the new location as a result of such transfer, he will be entitled to the following transfer allowances:
 - 1.1 Five (5) days excused absence with pay to make necessary arrangements of personal affairs. Transferred employees may elect to receive pay in lieu of time off at their own option. Pay for hours paid but not worked under this Section will not be considered part of the normal workweek.
 - 1.2 A relocation allowance of \$150.00.

- 1.3 An allowance of \$150.00 for packing household goods.
 - 1.4 Actual cost of moving furniture and personal belongings.
 - 1.5 Travel on Company time and at Company expense for personal transportation of the employee and his family to travel to the new residence.
2. In every case, however, the Company will reserve the right to name the agency which will be used to move the employee's furniture and personal belongings, and to prescribe the form of transportation which shall be used for the employee and his family, if the Company is expected to pay such costs.
 3. The Company will not pay any expenses incident to the transfer of employees who have requested such transfer under the job bidding and transfer provision as covered under Article 34.
 4. Employees who have been released or laid off, or who have been notified that they are to be released or to be laid off, will not be entitled to receive any transfer allowance if they are selected to fill a vacancy at another headquarters later, but will be considered as new employees for the purpose of this Article when they report at the new location. The provision, however, will not be used to discriminate against employees by laying them off in contemplation of their transfers.
 5. The provisions of this Article do not apply if the employee fails to complete their move within eighteen (18) calendar months from the date of transfer.
 6. The provisions of this Article do not apply if the employee's residential move does not decrease their travel time by at least one (1) hour per day, round trip.

ARTICLE 27
RESPONSIBLE UNION – COMPANY RELATIONSHIP

1. The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all relationships 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 contract fairly in accord with its intent and meaning.

2. With sincere effort by both parties to resolve any disputes or misunderstandings, or at least to clearly understand the position of the other, both the Union and the Company can look forward to a mutually beneficial association, with increasing responsiveness from both parties to the needs of the employees.
3. In the event that a representative of the Union feels that meetings and/or discussions with Management are not characterized by a sincere effort by both parties to resolve any disputes or misunderstandings, or at least to clearly understand the position of each other, the appropriate Union Official will summarize the nature of the dispute in writing and submit the written summary to the third level manager within thirty (30) days of the alleged dispute.

The third level manager, upon receipt of said written summary, will respond within five (5) days to arrange an informal meeting with the Union Official. Within five (5) days following such informal meeting, the third level manager will provide the Company's response.

- 3.1 If the Union is not satisfied with the third level manager's response, the Local Union Business Manager or his designated Representative, within five (5) days after receipt of such response may request an informal meeting with the Division Manager or Department Head. The Division Manager or Department Head will respond within five (5) days to the Union Official to establish a date mutually agreeable to both parties. Within five (5) days following the meeting the Company will give its response.
- 3.2 If the Union is not satisfied with the Company's response, the Union Official, within fifteen (15) days of the Company's response, may submit the grievance in writing on the grievance form as prescribed in Article 12, Section 5.1, except that Step 1 may be waived.
- 3.3 The parties may by mutual agreement waive the time limits set forth in this Article.
- 3.4 The parties agree that the provisions contained herein do not modify or change the rights of the parties as set forth in Article 12 or Article 13.
4. The Company will advise all new employees, who are covered by this Agreement, that there is a collective bargaining agreement in existence and will furnish each such employee with a copy of the Agreement.

ARTICLE 28
WAGES

1. New employees, at the time of hire, will normally be placed on the start rate of the applicable schedule. However, management may at its discretion place a new employee at a higher step on the schedule when it determines it to be appropriate to do so.
2. Appropriate change in wages will be made with respect to employees who are transferred from one occupation to another in accordance with the following:
 - 2.1 Employees who are transferred to higher wage-paying classifications will be placed on the step of the new schedule which has the next higher rate to the employee's rate of pay at time of transfer. In no event will employees so transferred have their progression steps extended by more than twenty-four (24) months. The employee's progression date, if applicable, will not be affected by such transfer. Employees so transferred who have credit allowed for experience which is not directly applicable to the new job classification may have such credit taken away at the date of transfer. Management may at its discretion place a transferring employee at a higher step on the schedule when it determines it to be appropriate to do so.
 - 2.1.1 Employees who transfer back to their previous job classification within two (2) years will receive wage credit for time worked in the higher classification if the vacancy requires the same duties and skills as determined by management.
 - 2.2 Employees, other than those specified in Subsection 2.3 below, who have transferred for reasons of health to a lower wage-paying classification will be carried across moneywise to the new schedule and held off-schedule until the new schedule catches up to them or they return to their normal job or for three (3) calendar months, whichever is sooner, except that where the employee who is being transferred is receiving wages above the top of the new schedule, his pay shall be reduced to the top of the new schedule. An employee who is unable to return to his normal job by the end of three (3) calendar months will be placed on the step of the new schedule which corresponds to his length of wage service and will remain on that new schedule until he is able to, and does, return to his normal job.

- 2.3 If an employee by reason of a permanent physical disability, is transferred to an occupation for which there is provided a schedule of wages lower than the schedule under which his current occupation is carried, the initial decrease in his wage will be limited to a maximum of six (6) cents per hour and succeeding decreases will be limited to the same amount and will be made only at six (6) month intervals until the appropriate wage has been attained under the new schedule.
 - 2.4 An employee on a relief basis who performs the duties of a higher wage-paying classification shall receive a differential equal to the difference between his step on his own wage schedule and the corresponding step on the higher wage schedule for actual time worked performing the duties of the higher wage-paying classification.
 - 2.5 Nothing in this Section 2 is to be construed as restricting Management's right to place temporarily disabled employees in jobs which they can handle during their temporary disability.
3. The progressive wage increases provided under the wage schedules will be awarded automatically to all employees except occasional employees upon completion of the periods of active employment specified in the wage schedules. The wage of occasional employees will be adjusted on an individual basis in recognition of their increased employment. Progressive wage increases will be effective on the Sunday nearest actual completion of periods of active employment specified in the wage schedules.

ARTICLE 29 DIFFERENTIALS

1. Hourly employees who are designated by management to be in charge of other hourly employees or of a managerial function will receive an in-charge differential of one dollar (\$1.00) per hour, provided such in-charge assignment is for one (1) hour or more.
 - 1.1 Such employees may, as required, perform productive work of the same type and nature as normally assigned to employees included within the collective bargaining unit while they are acting in an in-charge capacity.

2. Shift differentials will be paid to employees who are required to work specified hours as a part of scheduled shifts. Shift differential will be included as a part of the employee's rate for the purpose of calculating overtime. Shift differential will not be prorated. Shift differentials will not be paid on holidays not worked, nor during vacations, nor during periods covered by sick benefits, nor will it be paid for work falling within the specified hours as a result of overtime which is a continuance of a regularly assigned shift or if it is a result of an emergency call-out.

2.1 A night tour premium of one dollar (\$1.00) per hour will be paid for all scheduled hours worked between 9:00 p.m. and 6:00 a.m.

3. Employees who hold themselves subject to call by Management during hours when they are off duty will be paid an on-call differential for the period during which they are subject to call. Employees who hold themselves subject to on-call schedules will do so at their own option. In the absence of qualified volunteers, Management will designate qualified employees to be on-call in inverse order of seniority. Management will attempt to equally distribute such designated on-call assignments among qualified employees.

3.1 The on-call differential will be paid as follows:

Scheduled Work Days -	\$14.00
Non-Scheduled Work Days -	\$22.00
Work Week -	\$114.00

3.2 Employees who do not volunteer and are designated by management to be on-call for more than 13 full weeks/or 13 weekends (in a calendar year, January through December) will be paid as follows for all on-call time in excess of 13 full weeks/or 13 weekends (in a calendar year, January through December) of mandatory on-call. Where it is reasonably expected that an employee will work more than 26 full weeks or 26 weekends in a calendar year, the employee will be paid as follows starting in January of that calendar year.

Scheduled Work Days -	\$17.00
Non-Scheduled Work Days -	\$28.00
Work Week -	\$141.00

ARTICLE 30 SAFETY

1. The Company will provide safe working conditions and will instruct its employees in safe methods and practices of performing their work through a definite safety program scheduled on Company time. Each Division shall have a Safety Committee. It shall be the responsibility of the Safety Committee to recommend the correction of any unsafe working conditions that may arise. Each Safety Committee will include one (1) member, for each local represented within the Division boundaries, appointed by the Union.

**ARTICLE 31
TOOLS, EQUIPMENT AND GLOVES**

1. The Company will furnish to new employees, and on a replacement basis to present employees, all tools, equipment and gloves necessary for the proper performance of the job. The Company will specify the quantity, kind, type and make of all such items to be furnished. No tools, equipment or gloves, other than those furnished by the Company may be used unless specifically approved by the supervisor. Any such tool or equipment allowed will not be replaced by the Company or at Company expense.
 - 1.1 All tools, equipment and gloves furnished by the Company will be charged to the employee, and the employee will be held responsible.
 - 1.2 The Company will replace all tools, equipment and gloves that are broken and/or worn out through normal wear, except those not specified as standard by the Company.
 - 1.3 Tools, equipment and gloves that are lost or mistreated to the extent that they are no longer usable will be replaced by the Company, except those not specified as standard by the Company; however, the employee responsible for the items may be required, at the discretion of Management, to pay for them and will be billed accordingly. Employees will have the option to pay by cash, check, money order or payroll deduction.
 - 1.4 Employees who are furnished tools, equipment and gloves will be held responsible for the proper use, care and maintenance of these items, and will be held to an accounting of all tools, equipment and gloves at the time of replacement thereof, or upon termination of employment with the Company.

**ARTICLE 32
SICKNESS AND ACCIDENT BENEFITS**

1. Active employees who, during their active employment, are forced to be absent from work because of their own illness or their own injury, or death in their immediate families, will receive the benefits described in the following paragraphs. Employees whose services with the Company are terminated for any reason whatsoever shall have no claim against the Company for any benefits provided in the following paragraphs and the accumulated sick leave described hereinafter shall not be considered to constitute any liability on the part of the Company, to such employees, provided, however, that this rule will not be used to discriminate against employees to the extent that they might be dismissed at a time when they might be eligible to apply for such benefits.

1.1 The term "benefits" shall mean seventy-five (75) percent of the employee's stated wage in all cases where the employee does not receive compensation as defined in Subsection 1.2 below and shall mean one-hundred (100) percent of the employee's net pay after application of taxes in all cases where he does receive compensation, as defined in said Subsection 1.2.

1.1.1 At such time an employee residing in California is eligible for State Disability Insurance benefits and sickness and accident benefits, his compensation for Company provided benefits will be computed at seventy-five (75) percent of his stated wage after deducting his available State Disability Insurance benefits from the gross wage payable had he worked.

In no event, after application of taxes and State Disability Insurance benefits, will an employee's combined benefits exceed or be less than the net amount payable had he worked. Employees who do not claim their available State Disability Insurance benefits will have their net pay reduced by an amount equal to the SDI benefits.

1.1.2 In no event during an absence due to occupational injury will an employee's combined benefits be greater than the net amount which would have been payable had the employee worked. Additionally, if the employee is otherwise eligible, the net amount payable will not be less than the net amount payable had such employee worked.

- 1.2 “Compensation” shall mean the payments made to an employee from any source under the provisions of the Workers’ Compensation Insurance and Safety Act, or any other Federal or State law or regulation now in effect or hereinafter enacted, provided, however, that if any such law or regulation shall require the collection of taxes or contributions from the employee and the Company, only that portion of such payments as is represented by the Company’s tax or contribution will be considered as compensation.
 - 1.3 “Injury” shall mean an injury not arising out of and during the course of an employee’s occupation.
 - 1.4 “Occupational injury” shall mean an injury arising out of and during the course of an employee’s occupation.
 - 1.5 In the event an employee shall experience an injury or an occupational injury on which the employee makes a recovery from a third party (other than the compensation insurance carrier of the Company) for damages resulting from the injury, it is agreed that the employee will reimburse the Company to the extent of the amount of such recovery for any sick benefit payments received from the Company in connection with such injury and an appropriate restoration of time shall be made to the employee’s sick leave entitlement.
2. Employees will accumulate sick leave at the rate of one (1) and one-half (1/2) workdays for each month of credited service up to a maximum of two hundred seventy (270) workdays, provided, however, that after fifteen (15) years of credited service such portions of this sick leave as may have been expended by absences for which benefits have been paid, will be restored at the rate of one (1) and one-half (½) workdays for each additional month of credited service until the maximum of two hundred seventy (270) workdays is accumulated again.
 - 2.1 After they have completed twelve (12) months of credited service, regular employees will be eligible for sick leave with benefits as provided hereinafter if they are forced to be absent from work because of illness or injury, or death in their immediate families. Employees will be eligible for sick leave with benefits as provided in Subsection 3.1 of this Article 32 when they are forced to be absent from work because of occupational injury.

- 2.2 Each workday for which benefits are paid because of absences due to illness or injury or death in the immediate family (in accordance with Subsection 3.2 of this Article) will be deducted from the accumulated sick leave; however, absences because of occupational injury will not be deducted from their sick leave accumulation.
3. Regular employees who are eligible and apply for benefits due to illness or injury will be subject to a two (2) day waiting period. The two (2) day waiting period will be waived:
- a. If the employee is admitted to a hospital.
 - b. For those regular employees who at the start of their absence have an accumulated balance of one hundred eighty (180) days of sick leave.
 - c. For those regular employees who at the start of their absence have an accumulated balance of between ninety-one (91) and one hundred seventy-nine (179) days of sick leave and who have received no benefits due to illness or injury during their last twelve (12) months of credited service.

Lost time due to occupational injury will not be considered in determining a waiting period for subsequent absences due to illness.

- 3.1 All regular employees will be eligible to receive the excess of benefits over compensation for each workday absent because of occupational injury, beginning with the first workday of absence (**without a waiting period**), to the extent of their accumulated sick leave, or for the first five (5) workdays of absence, whichever is the greater. Temporary employees will be eligible to receive the excess of benefits over compensation for only the first five (5) workdays of absence due to occupational injury.
- 3.2 Regular employees who are eligible for benefits and are required to be absent from work because of death in their immediate families will be eligible to receive benefits (without a waiting period) for three (3) days (with the exception of the death of an aunt or uncle where such employees will be eligible to receive benefits (without a waiting period) for one (1) day.) In this instance only, benefits will be paid at one hundred (100) percent of the employee's stated wage. Employees who can justify such need to the satisfaction of Management, such as for travel, will be eligible to receive up to two (2) additional days off from work, such time will be excused without pay, or if available the employee may elect to utilize Vacation or Holiday time.

- 3.2.1 “Immediate Family” for the purpose of this Section shall mean parents, stepparents, adoptive parents, children, stepchildren, adopted children, brothers, stepbrothers, sisters, stepsisters, husband, wife, domestic partner, step-grandparents, great grandparents, grandparents, grandchildren, mother-in-law, father-in-law, aunt, and uncle.
 - 3.2.2 Employees who can justify such need may be permitted to take vacation, personal holiday time or excused time for deaths of family members which are not stated in Subsection 3.2.1.
- 4. Employees who are required to be absent from work or who find it necessary to leave their work and who contemplate applying for sickness and accident benefits will be required to report to their immediate supervisors at the beginning of such absence. Benefits will not be granted to employees after they have commenced a vacation or a leave of absence except that employees who have commenced a vacation and who during this vacation must be hospitalized as an in-patient for at least two (2) complete night’s stay will be eligible to apply for sickness benefits. For this purpose, a vacation or a leave of absence will be considered to have commenced immediately after the close of business on the last day actually worked, or immediately after the end of the last shift actually worked. An employee who has returned to active employment after a leave of absence or who has returned to work after a vacation will not be permitted to apply for benefits for an illness or injury occurring during such leave of absence or during such vacation, except that an employee who is unable to return to work because of an illness or an injury suffered during his vacation will be eligible to apply for benefits beginning after his vacation, subject to the applicable waiting period described above.
 - 4.1 If an employee is required to leave work because of occupational injury, he will be paid the excess of benefits over compensation in accordance with the foregoing except that the applicable waiting period will be waived. If an employee is required to leave work prior to the completion of his shift because of illness or injury, he will be paid for hours worked. If applicable, benefits will commence after observance of the applicable waiting periods described above.
 - 4.2 Employees will not be permitted to exchange days for which they would be eligible to receive benefits for days when they are scheduled to be absent from work.

- 4.3 Management will reserve the right to investigate any case of disability due to illness, injury or other cause, for which benefits are requested, and in its sole discretion may require an opinion from a physician other than the one in regular attendance, or a statement from the physician in regular attendance and the payment of benefits will be governed by such investigation and opinion.

In any event the determination of the payment of benefits shall rest solely with Management which fairly shall consider, but shall not necessarily be bound by, doctor's reports and all other pertinent information.

5. Employees who are found to be guilty of abusing the foregoing provisions for sickness and accident benefits may be subject to dismissal or to forfeiture of any privileges relating thereto.

ARTICLE 33 EMPLOYEE TRAINING

1. Assignments to positions covered by this contract for pre-management training purposes shall be filled at the discretion of Management. The number of employees to be assigned at any one time will not exceed an aggregate of one (1) percent of the total bargaining unit.
 - 1.1 If, after an employee has been assigned to this training program, he is not selected for promotion to Management, he will be reassigned to the job or to a job on the same wage schedule as that which he held at the time of his selection for the program at the wage rate commensurate with the step on the wage schedule he would have had had he remained on the job class.
2. Within each work group, employees will be given opportunity to learn, in an orderly sequence, all phases of the work necessary for them to carry out their job. Selection of which employees receive training within a title classification is a matter of Management decision, except that it is agreed that seniority will be given first consideration by the Company in making such selection.

ARTICLE 34 JOB BIDDING AND TRANSFERS

1. Qualifications and requirements for jobs shall be established in the order of their importance by Management, and for jobs of identical content shall be uniform throughout the Company. At no time will the qualifications for any particular job be designed to fit any one particular individual, and in all cases qualifications and requirements shall be established prior to declaration of the vacancy. The Company may use tests to assist in the determination of the employee's qualifications. The form, content, and administration of such tests shall be at the sole discretion of the Company and shall not be subject to the grievance or arbitration provisions hereof.
2. Requests for transfer based upon health reasons due to the employee's illness or illness in his immediate family shall take precedence over other applications on file.
 - 2.1 "Immediate family" for the purpose of this section shall mean parents, parents-in-law, wife, husband, children, brothers, sisters, or any other persons substantially dependent upon the employee either for financial aid or physical care, and "illness" as it relates to other than the employee himself shall be defined as meaning any condition of health requiring a substantial degree of financial aid for treatment or a substantial degree of physical care.
 - 2.2 Requests for transfers based upon health reasons must be accompanied by written medical evidence including diagnosis and prognosis from the attending physician and a specialist in that field. All required medical documentation and approvals must be received no later than the posting close date of the vacancy in order to be considered as a priority transfer request.
 - 2.3 All costs for such evidence shall be borne by the employee requesting such transfer.
 - 2.4 Employees may have a maximum of two health priority transfer applications on file that are not in response to posted vacancies. Additionally, an employee may submit health priority transfer applications in response to posted vacancies.
 - 2.5 Employees who transfer due to permanent medical restrictions or health reasons will not be entitled to a subsequent transfer for health reasons if:
 - a) The new job classification fully accommodates their permanent medical restrictions or health reasons.

- b) There is no significant change to their medical conditions. Any such changes must be certified by written medical evidence.
- 3. Job vacancies will be posted in the manner designated by the Company. Employees may apply for an unlimited number of posted vacancies at any given time. Employees who desire to be considered for transfer will submit applications, to Staffing, on the form and in the manner designated by the Company, no later than the posting close date of the vacancy. An employee may submit applications only for posted vacancies with the exception of those requests noted in Sections 2.4, 3.1, and 5.1 of this article. In the event no applications of qualified employees are on file, the Company may proceed to fill the vacancy at its discretion.
 - 3.1 Employees who have been force realigned may have a priority transfer application on file that is not in response to a posted vacancy. As outlined in Article 8, Section 1.5, the employee must submit the transfer application within three (3) months after the date of realignment and move at his own expense.
 - 3.2 The Company will notify the appropriate Union representative of any employee or employees of more seniority than the employee chosen and the reasons why such employee or employees were bypassed. Management will also notify the appropriate Union representative of all vacancies filled by request for transfer, showing when such a vacancy is filled, by whom, the seniority date of the selected employee, and wage schedule from which he has transferred.
- 4. Selection of employees for transfer to vacancies shall be determined as follows:
 - 4.1 An employee shall be entitled to any job vacancy if he has the necessary qualifications and fitness and the most seniority of all candidates for the job. The employee will pay his own moving expenses on an employee-initiated transfer.

- 4.2 A newly hired or rehired employee may apply for, but shall not have a right to a transfer until he has occupied his first position at the same location for at least twenty-four (24) months. All other employees in classifications in wage schedules C-A, C-B, C-C, C-1, C-2, and C-3 may apply for, but shall not have a right to transfer until they have occupied their present position at the same location for at least eighteen (18) months. All other employees in classification C-5, C-6, C-7, C-8, and C-9 may apply for, but shall not have a right to transfer until they have occupied their present position at the same location for at least twenty-four (24) months. The above transfer hold dates may be waived at management's discretion.
5. Nothing contained in this Agreement shall be construed as restricting Management's right to make transfers of employees of identical job classification between work locations.
- 5.1 Employees who are transferred through this provision may have a priority transfer application on file to return to their prior job classification and work location. The employee must submit the transfer application within three (3) months after the effective date of the original Company initiated transfer.

ARTICLE 35 MILITARY LEAVE OF ABSENCE

1. **MILITARY LEAVE OF ABSENCE**
- 1.1 A military leave of absence will be granted by the Company to each regular employee who, prior to the termination of his employment with the Company, enters the U.S. Armed Forces, by voluntary enlistment or by draft, or who is a member of a reserve component of one of the armed forces or the National Guard or Air National Guard and is ordered to active duty. Such military leave of absence will commence on the day following the last day worked by the employee, or on the day following the last day of any vacation for which the employee may receive the commuted value as provided below, and will terminate on the ninety-first (91) day following his discharge from the armed forces or his relief from active duty. A military leave of absence will not be extended for the employee who reenlists or who volunteers for a continuation of his active duty beyond the time limits provided under veterans' reemployment rights as described by the Federal Government Statutes.
2. **REEMPLOYMENT**

2.1 In conformity with the terms of the statutes pertaining to the restoration of a veteran to his former employment, employees who are granted military leaves of absence will be reinstated in their former positions with the Company or will be given positions of like seniority, status and pay. Full recognition for wage progression and for all other purposes will be given to the military leave of absence in the same manner that the period of time would be recognized had the employee remained continuously in the position he held at the beginning of his leave of absence, except as follows:

(a) The Company shall have the right to hold any employee employed on and after September 16, 1950, on the wage given him on the date of his return to employment, until his experience and proficiency justify the next higher wage, provided that the suspension of wage progression shall not exceed, whichever is the shorter length of time of (1) the length of the military leave of absence in any case, or (2) the length of time between the employee's place on the wage schedule at the time of the beginning of his military leave of absence and the four (4) year step on his wage schedule, or (3) two (2) years of credited service.

(b) Sick benefits will not be granted to employees until after they have returned to active employment with the Company.

3. GROUP LIFE INSURANCE

3.1 For employees who are granted military leaves of absence, the Company will continue the amount of group life insurance in effect on the last day worked for a maximum period of thirty (30) days at no cost to the employee. At the end of these thirty (30) days or at the termination of the military leave of absence, the group life insurance will terminate.

3.2 Employees who return to active employment with the Company will have their basic life insurance automatically reinstated but will be required to make application for reinstatement of their contributory supplemental group life insurance if they desire to reinstate it.

4. CONTINUANCE OF COMPANY PAY

4.1 If a regular employee, at the beginning of his military leave of absence, is:

- (a) In the age group subject to induction under the Selective Service and Training Act of 1948, the Armed Forces Reserve Act of 1955, and the related regulations currently in effect, or
- (b) A member of the National Guard, Air National Guard, or of a reserve component, and he
 - (1) Is drafted or enlists voluntarily, or
 - (2) Is ordered to active duty or volunteers for active duty for six (6) months or more or active duty training (not to include training drills, voluntary specialized training or penalty active training duty), he will receive the difference between his military pay and his Company pay (if the latter is greater) less any deductions authorized by him or required by law, for three (3) days for each full month of completed credited service up to a maximum of difference in pay for three (3) months.

4.2 For this purpose, Company pay will be the product of the employee's daily wage in effect on the last day actually worked multiplied by 21.75 days. Military pay will be the basic pay shown in the pay tables in effect on the date when the employee enters military service for his grade or rank, giving effect to his length of military service, plus extra pay for special qualifications or duty, but exclusive of rental, subsistence, clothing, dependents, and other allowances. Daily military pay shall be the monthly pay divided by 21.75.

4.3 Regular employees will be paid the commuted value of any vacation to which they may be entitled at the beginning of the military leaves of absence.

5. SUBSTITUTES FOR EMPLOYEES ON MILITARY LEAVES OF ABSENCE

5.1 Persons transferred to positions formerly held by employees who are on military leaves of absence will be considered as temporary occupants of such positions and may be transferred back to their former or to equivalent positions when the employee for whom they are substituting returns from his military leave of absence.

5.2 Persons who are newly employed to fill vacancies which result directly or indirectly from the absence of employees on military leaves of absence may have their employment with the Company terminated unless there is other need for their services, when such employees return from their military leaves of absences.

6. **MILITARY RESERVE TRAINING**

- 6.1 If a regular employee is a member of the National Guard, Air National Guard, or of a reserve component and is subject to annual training duty, he will be paid the difference between his military pay (including all allowances) and Company base pay (if the latter is greater) for a period of not more than two (2) weeks in any one calendar year in which he performs such training duty. However, if an employee performs annual training duty and receives no military pay, he will be paid a maximum of one (1) week's pay by the Company in any one calendar year.
- 6.2 An employee, to be eligible for payment as provided above, shall in writing request time off for annual training duty, and at the conclusion thereof, furnish the Company written evidence of the amount of military pay received.

**ARTICLE 36
JURY DUTY AND WITNESS PAY**

1. If an employee receives a Summons for Jury Duty, the Company will compensate the employee for the difference between the jury fee and his base pay for the time lost from work; not to exceed ten (10) work days (80) hours in any twelve (12) month period.
- 1.1 When an employee receives a summons for jury duty, he must notify his supervisor as soon as possible in order for the Company to make necessary arrangements to meet the needs of service.
- 1.2 If an employee is required to report for jury duty and he is temporarily excused from attendance, he must return to work as soon as reasonably possible and complete the shift he is assigned while on jury duty.
- 1.3 An employee working a night shift who is required to report for a full day of jury duty will be excused from his assigned shift and will be compensated in accordance with Section 1 above.
- 1.4 The employee must have completed by the Court a form to be provided by the Company showing days and hours worked on jury duty.
2. Subpoena as a Witness

- 2.1 If an employee becomes a witness to a crime of violence and is subsequently subpoenaed to be a witness during his regularly-scheduled hours, he will be compensated by the Company for the time off required in connection with the subpoena.
 - 2.2 The employee must notify his immediate supervisor as soon as possible to make necessary changes in work assignments. If the employee is temporarily excused from court attendance, he must return to work during his regularly-scheduled hours.
 - 2.3 Witnesses are generally paid a fee for each day they are required to appear. The Company will compensate the employee the difference between the witness fee and his regular base pay for the time he is required to appear.
 - 2.4 Employees who are subpoenaed to appear as witnesses in a civil proceeding will not be compensated by the Company.
3. The provisions of this Article will be considered as time worked for all purposes.

ARTICLE 37 LUNCH PERIOD

1. An employee's regular shift shall include a midpoint meal period of thirty (30), forty-five (45) or sixty (60) minutes as determined by management.
2. Management reserves the right to reschedule lunch periods, if necessary, from time to time to meet the demands of the service.
3. When employees are scheduled for an on-duty meal period within their normal tour, the meal period shall be included as part of the employee's tour, and will be paid for as time worked.

ARTICLE 38 BULLETIN BOARDS

1. The Company will permit the Union to use, not to exceed, one-third of the space on Company-owned bulletin boards. The amount of space on Company-owned bulletin boards and the location thereon to be used by the Union shall be determined by agreement between appropriate Company representatives and local Union representatives.

ARTICLE 39
DEDUCTION FOR UNION DUES, SERVICE FEES

1. The Company shall deduct from the wages and/or sick benefit payments of members and nonmembers of the Union, dues and service fees for such payroll periods as it is authorized in writing to deduct by the individual employees covered by this Agreement.
2. IBEW Application for Membership card (marked Exhibit 1) enclosed shall be made a part of this Article. Payroll deduction authorization cards in the form attached hereto (marked Exhibit 2) shall be made a part of this Article.
3. An employee's authorization for deduction of dues shall be canceled by the Company any time proper notice is received from an authorized representative of the Union. An employee's deduction authorization will automatically be canceled if the employee leaves the employ of the Company or is transferred out of the bargaining unit.
4. The Company will make twelve (12) monthly union dues and service fee deductions per year in specified amounts and shall submit such union dues and service fee deductions from the first pay period each month to the Local Union No. 543. The Company will include with each submittal the name, address, and occupation or occupation code of each member of the bargaining unit. The list will show the amounts deducted for dues and service fees as applicable.
5. The Company shall deduct double union dues or service fees from an employee who returns to work and whose dues or fees are in arrears until such time as the employee is current with their dues or fees owed.
6. The Company shall incur no liability from acting as agent in the collection of dues.

ARTICLE 40

RELIEF BREAK

1. Employees will be permitted reasonable relief breaks as provided herein.
 - 1.1 These breaks will be limited to fifteen (15) minutes per session. As a relief break is considered to be a mid-session break, no break will commence prior to the end of the first hour of the employee's scheduled session, nor will the break end during the last hour of his session. In no case will an employee drive a company vehicle which would deviate from his normal route for a relief break. In the event these rules are violated, disciplinary action can be taken.

ARTICLE 41

PRODUCTIVE WORK BY MANAGEMENT

1. The Company acknowledges a general policy that Management employees will not do productive work of the same type and nature as normally assigned to employees included within the collective bargaining unit. It is understood, however, that it is a normal function of Management employees to perform productive work under conditions of operating emergencies, work incidental to training of employees, to give temporary lend-a-hand assistance, to training in or enforcement of safety practices, to inspection of work completed by productive employees, and operator-switchboard work as may be required to meet the demands of service. Also, when a qualified employee is not available or cannot be reached with reasonable dispatch for an assignment, productive work may be performed by Management employees.
2. Management trainees may perform productive work as a part of their training. Such use will not result in the layoff or realignment of bargaining unit employees.

ARTICLE 42

UNION SECURITY

1. Under Federal labor laws, and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union. In consideration thereof, Agency Shop provisions will prevail during the term of this Agreement.

2. Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or to decline membership in the Union.
 - 2.1 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership but may not, thereby, be relieved of Agency Shop requirements herein.
3. Subject to conditions set forth within this Article 42, regular, part-time, and temporary employees within thirty (30) calendar days of hire shall as a condition of employment, and at their option, either: (1) apply for membership in the Union and, if accepted, maintain membership in good standing thereafter during the term of this Agreement, or (2) alternatively arrange to pay to the Union a service fee equal in amount to the membership dues uniformly required for all members of the same class.
4. For purposes of this Article 42, the following definitions will apply:
 - 4.1 In Good Standing – means that the employee pays, or tenders' payment of, initiation fee, and periodic dues in amount and frequency regularly required by the Union as a condition of acquiring and retaining membership.
 - 4.2 Service Fee Employee – means a covered employee who elects not to become a member of the Union, or who withdraws membership from the Union, and is required in lieu of membership to pay the representation fee to the Union.
 - 4.3 Proper Notice – means that the employee will notify both the Company and the Union by registered mail return receipt requested. Notice to the Company will be directed to the Labor Relations Department, and notice to the Union will be to the Union Business Manager.
5. Service Fee Employees are in no manner members of the Union, and possess no membership rights, privileges, or responsibilities that accrue to members of the Union.
6. No Service Fee Employee shall be required to pay the representation fee during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
7. Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership in the Union. Any covered regular employee who is refused

membership, or whose membership is involuntarily terminated by action of the Union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge from employment, but, rather, shall take on the status of a Service Fee Employee.

8. The Company shall incur no liability in the enforcement of this Article.

**ARTICLE 43
LEAVE OF ABSENCE FOR OFFICIAL UNION BUSINESS**

1. At the request of the Union, not more than twenty-six (26) employees will be granted leaves of absence at one time for official union business.

- 1.1 A Union leave of absence for Union business with the national IBEW Union, or national, state, or local AFL-CIO bodies, or public service jobs shall be granted to such employees for up to eight (8) years in any ten (10) years of active employment. Any employee who is granted a leave of absence under this provision 1.1 will be treated in the same manner as any other employee to whom a personal leave of absence is granted under Article 24 except that he shall have an absolute right to reemployment.

- 1.2 Elected Union officials who take full-time leaves of absence to serve their local Union shall be granted up to fifteen (15) years in any eighteen (18) years of active employment. Any employee who is granted a leave of absence under this provision 1.2 will be treated in the same manner as any other employee to whom a personal leave of absence is granted under Article 24, except that he shall have an absolute right to reemployment, and he shall continue to accrue net credited service for such periods of full-time leaves of one year or more up to the maximum of fifteen (15) years in any eighteen (18) years of active employment.

Employees returning from full time Union leave(s) of absence will not accrue holidays while on Union leave(s) of absence. Upon return from full time Union leave(s) of absence an employee must work the equivalent of one hundred eighty (180) days to be eligible for five (5) personal holidays.

For the purposes of this Article, the accrual of net credited service shall not count towards the accrual of vacation time pursuant to Article 22 and upon an employee's return from leave(s) of absence, his vacation and accrual date and eligibility will be adjusted accordingly.

- 1.2.1 An employee who commences a leave of absence under Section 1.2, will for wage progression purposes, remain in his then current classification and wage step during the period of his leave of absence. Changes in the basic hourly rate for his wage step will be recognized for the purpose of pension calculations.
 - 1.3 No vacation or sick benefits shall be paid for such leave of absence and such employees shall not be entitled to any vacation until after he has met the requirements of Article 22.
 - 1.4 The Company will pay to the employee at the beginning of his leave of absence the computed pay for any accrued vacation for which he is eligible.
2. An employee may be excused without pay for not more than a total of one hundred and twenty (120) days in any one (1) calendar year to conduct official Union business. The Company and Union agree that orderly scheduling of work and obtaining qualified replacements require full cooperation; thus, such excused absences under this provision will be granted with reasonable prior notice with Management's approval.

EXHIBITS

A			(Old California Interstate Telephone Company Agreement) Victorville, Barstow, Ridgecrest, Bishop, Gardnerville, Yerington
B			Manteca
C			Weaverville and Garberville
D			Dos Palos and San Joaquin
F			Exeter-Corcoran
G			San Miguel
H			Cazadero – Sea Ranch
I			Colfax
J			Patterson
K			Tuolumne

Exhibits

Classifications	A	B	C	D	F	G	H	I	J	K	Wage Sched
Building Services Specialist	X	X	X	X	X	X	X	X	X	X	C-9
Buried Service Wire Technician	X										BSW Step
Cable Splicer	X	X	X	X			X				C-8
Collector/Maintainer	X	X	X	X		X	X				C-7
Customer Service Tech I	X	X	X	X		X	X	X	X	X	C-9
Customer Service Tech II	X	X	X	X		X	X	X	X	X	C-8
Customer Service Tech III	X	X	X	X		X	X				C-7
Equipment Maintainer	X	X	X	X		X	X				C-9
Equipment Installer	X	X									C-9
Equipment Installer Assistant	X	X									C-7
Facility Provisioning Specialist											*
Facility Surveyor	X	X	X	X							C-8
Fiber Network Field Technician	X	X	X	X		X	X	X			C-8
Frame Worker	X	X	X	X		X	X	X			C-7
Line Worker	X	X	X	X			X				C-8

Classifications	A	B	C	D	F	G	H	I	Wage Sched
Maintenance Assistant	X								*
OSP Construction Installer-Splicer	X	X	X	X			X		C-8
Sr. Communications Specialist	X	X	X	X					C-9
Sr. Special Service Provisioning Technician	X	X	X						C-9
Staff Clerk II	X	X							C-5
Vehicle Maintenance Assistant	X	X				X			C-3
Vehicle Maintenance Technician	X	X				X			C-9
Warehouse Attendant	X	X	X	X			X		C-5

EXHIBIT 1

Application for Membership USA

Form No. 107 Rev 05/20



[PLEASE PRINT OR TYPE FULL NAME]

Form fields for MR, MS, MRS, FIRST NAME, LAST NAME, M.I., JR, III, SR, IV, II, V

ADDRESS (STREET & NUMBER)

CITY STATE ZIP CODE+4

EMAIL ADDRESS

DATE OF BIRTH (mm/dd/yyyy) DATE OF HIRE (mm/dd/yyyy) SOCIAL SECURITY NO. (Last four only)

TELEPHONE NO. PRESENT EMPLOYER

CLASSIFICATION

INDUSTRY WHERE YOU ARE EMPLOYED, HOW DID YOU BECOME AN I.B.E.W. MEMBER?, * Gender, * RACE AND ETHNICITY

HAVE YOU EVER BEEN A MEMBER OF THE I.B.E.W.? ARE YOU A VETERAN OF THE ARMED FORCES? REGISTERED VOTER?

* Submission of this information is voluntary and will be kept confidential. The particular categories of gender, race, and ethnicity collected are those sought by applicable federal laws under which certain local unions must report such information on an aggregate and summary basis to the federal government. If you choose not to self-identify, the federal government may require this information to be determined by visual survey and/or other available information.



OBLIGATION OF I.B.E.W. "I, the undersigned, in the presence of members of the International Brotherhood of Electrical Workers®, promise and agree to conform to and abide by the Constitution and laws of the I.B.E.W.® and its Local Unions. I will further the purposes for which the I.B.E.W.® is instituted. I will bear true allegiance to it and will not sacrifice its interest in any manner."

LOCAL UNION APPLICATION DATE(mm/dd/yyyy) TO BE SIGNED BY APPLICANT - PLEASE DO NOT PRINT *

THIS PORTION TO BE FILLED OUT BY L.U. FINANCIAL SECRETARY

CARD NUMBER INITIATION DATE(mm/dd/yyyy) INITIATION FEE PAID

* TYPE OF MEMBERSHIP "A" "BA" PAID \$2.00 PENSION ADM. FEE? Yes No

EXHIBIT 2

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct **FRONTIER CALIFORNIA, INC.** to deduct from my pay an amount equal to the dues and initiation fees in the amounts fixed in accordance with the Bylaws of Local Union 543 and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed): _____ Signature: _____

Date: _____ Location: _____

FORM 66 REVISED 08/23

The parties hereto have caused this Agreement to be executed in their names by their duly authorized officers:

FRONTIER CALIFORNIA INC.

/s/ B. Costagliola

/s/ J. Herrera

/s/ G. Massei

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 543**

/s/J. Koger

/s/J. Lugo

MEMORANDA OF AGREEMENT BEING RENEWED

Each Memorandum of Agreement listed in the Table below, and that appears on the pages noted, includes the following expiration language, which is incorporated in each by referenced; **MOAs not subject to this termination language will be so designated:**

This Memorandum of Agreement is effective upon ratification and shall expire on August 30, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 30, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

TITLE OF MEMORANDUM OF AGREEMENT	PAGE NUMBER
Addendum To CBA Group Life Insurance	
Adoption Assistance	
Business Attire	
Contractor Committee	
Departmental Orientation	
Domestic Partner Benefits	
Education And Life-Long Learning	
Excused Absence (Family Leave)	
Fingerprinting	
Frontier Fiber Internet Jobs of the Future	
Flexible Spending Account (FSA)	
Flexible Workweek	
Flextime	
Frontier Communications 401(k) Savings Plan (Co. Match)	
Frontier Communications 401(k) Savings Plan (FCSP)	
401(k) Plan Changes	
Four-Ten Work Schedule	
Global Positioning System and Vehicle Telematics Monitoring	
Home Dispatch	
Inclement Weather	
Income Security Plan (ISP)/Enhanced Income Security Plan	
Jurisdictional Boundaries	
Long Term Disability (LTD)	
Lump Sum Payment Option (Pension)	
NECA/IBEW Family Medical Care Plan	
Network Services – Overtime	
Notification to Union of Surplus Condition	
Out of State/Out of Franchise Expense	
Outplacement Services	
Overtime	
Pension Accrual Services	
Pension Benefits	
Pension Plan – Pension Minimums	
Pension Plan Survivor Benefits	
Performance Standards	
Personal Lines of Insurance	
Prescription Plan Mail Order (MOPP)	

Prescription Identification Card (PIC)	
Priorities For Filling Vacancies	
Retiree Life Insurance	
Retiree Medical Benefits	
Substance Abuse Policy	
Supplemental Term Life Insurance	
Team Performance Award (Expires 12/31/22)	
Technology Meetings	
Temporary Employees Beyond 6 Months	
Third Party Medical	
Training Committee	
Training Failure	
Vacation Banking	
Vacation Donation	
Vacation Holiday Scheduling Priority	
Vehicle Maintenance Technician Differential	
Voluntary Excused Time Leave of Absence	
Voluntary Part-Time Assignment	
Voluntary Termination Bonus	
Workgroup	
Work At Home Provisions	

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT GROUP LIFE INSURANCE

1. It is hereby agreed between Frontier California Inc. (hereinafter referred to as the "Company") and International Brotherhood of Electrical Workers (hereinafter referred to as the "Union"), through this Addendum to the collective bargaining (hereinafter referred to as the "Primary Agreement"), that a Group Life Insurance Plan (hereinafter referred to as the "Group Life Plan") will be provided for employees of the Company represented by the Union. In addition, Frontier California Inc. and the International Brotherhood of Electrical Workers agree to provide payroll deduction privileges for those employees who elect to participate in the Supplemental Term Life Insurance Plan.

"Employee" shall mean regular and part-time employees as defined in the Primary Agreement.

"Wages" for full-time employees shall mean the annualized basic hourly rate or basic salary (not including overtime, premium or differential pay) as computed annually by the Company.

"Wages" for other than full-time employees shall mean the annualized basic hourly rate or basic salary (not including overtime, premium or differential pay), adjusted in terms of the actual average work hours as related to the normal work hours of full-time employees, as computed annually by the Company.

2. **Noncontributory Life Insurance Provided by the Company**
Each employee will be insured for an amount equal to one year's wages adjusted to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

An employee will be enrolled for Noncontributory Insurance at the time he is employed, and the insurance will become effective ninety (90) days from the date of hire. If the employee is absent from work on that date, his insurance will not become effective until his return to work.

The amount of Noncontributory Insurance will be revised when the employee's wage changes. However, no increase in the amount of insurance will become effective unless or until the employee is actually at work. The Company will maintain an active employee's Noncontributory Life Insurance amount until retirement.

3. Information to Union
The Company shall furnish the Union such pertinent information as the Company may have in its possession upon reasonable request by the Union, from time to time, concerning the operation, administration, and cost of the Group Insurance Program.
4. Grievance
In the event any dispute shall arise as to whether the Company has provided the insurance described herein, or a complaint that any employee or any individual covered by this Agreement has not in any manner been treated in accordance with this contract, improperly denied any such insurance, or a complaint by the Union that the Company has improperly or unfairly applied the provisions of this Agreement, such dispute or complaint may be treated as a grievance by the Union and presented to the bargaining agent of the Company for disposition.

In the event a satisfactory settlement is not reached, such grievance shall be subject to arbitration, using the procedures for selecting an arbitrator as set forth in the collective bargaining contract in effect on the date of this Agreement. The authority of the arbitrator shall be limited to determining whether the Company has provided the insurance described herein or improperly or unfairly interpreted or applied the provisions of this Agreement, and to directing the employer to provide appropriate remedies.

It is understood that contractual or policy relationships between the employer and the insurance carriers or claims made by any employee or his beneficiary pursuant to said Group Life Insurance Policy is not herein made subject to arbitration between the employer and the Union.

MEMORANDUM OF AGREEMENT ADOPTION ASSISTANCE

1. Frontier California Inc. agrees to make available the opportunity for regular full or part time employees of the Company who are covered by the collective bargaining agreement to participate in the Adoption Assistance Plan, which allows employees to claim reimbursement of expenses up to \$10,000 per adopted child in accordance with existing Plan provisions.
2. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or

benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

ADOPTION ASSISTANCE PLAN

- Regular active status full and part-time employees are eligible for this benefit
- Available from the first day of active employment
- Adopted child must be:
 - Under 18 years of age
 - Over 18 years of age and physically or mentally incapable of caring for him/herself
- Includes adoption of a step child
- Reimbursement must be submitted within 90 days of adoption finalization
- Only expenses incurred during active service are eligible for reimbursement
- Covered expenses:
 - Legal fees and court costs
 - Temporary childcare expenses prior to placement
 - Necessary medical expenses for child being adopted
 - Private or public adoption agency fees
 - Medical expenses for biological mother
 - Adoption-related transportation/travel expenses
- Expenses not covered:
 - Expenses for the biological parents other than medical expenses related to the birth of child
 - Voluntary donations/contributions to the agency
 - Guardianship or custody expenses unrelated to adoption
- Maximum Expenses
 - \$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by Frontier)

MEMORANDUM OF AGREEMENT BUSINESS ATTIRE

Frontier California Inc. and IBEW Local Union No. 543 (hereinafter “IBEW 543” or “Union”) recognize the necessity to enhance and promote a professional businesslike image in the highly competitive telecommunications workplace. Therefore, the Company may, at its discretion, apply the following uniform provisions to any job classification covered by the Agreement.

The Business Attire Program includes the following features:

- a) A minimum of seven (7) branded shirts, seven (7) pants and seven (7) shorts will be issued. Jackets and caps will also be offered. For uniform pants, an option will include wearing pants with twill-type fabric (OSHA compliant), similar to Carhartt pant fabric. Shirts will include identification of the IBEW (including the appropriate Local number if requested by the Union) on the shirt sleeve or front of the shirt.
- b) Bi-annual Boot Allowance: effective following ratification for employees eligible for their bi-annual boot allowance in 2023, the Company will provide an allowance of **\$175** towards the purchase of work boots by technicians whose jobs require special footwear meeting applicable safety standards and requirements. Effective January 1, 2024, this bi-annual allowance will increase to **\$200**. This allowance will replace any existing work boot allowance agreement or arrangement. Eligible newly hired or promoted employees will receive this allowance after being hired or promoted and will then be covered by the standard bi-annual allowance program bi-annually.
- c) Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees, except as permitted by federal labor law.
- d) The Company will issue replacement uniforms or pieces thereof as they become unserviceable due to normal “wear and tear.”
- e) Employees who are required to participate in the business Attire Program will wear approved business Attire each day the employee is assigned to work.
- f) The employee will be responsible for the cleaning and continued upkeep of the Business Attire items, subject to applicable state regulations.
- g) Baseball-style Frontier caps or caps with only “IBEW” and/or a Local number, and/or the International IBEW logo affixed or other approved head wear must be worn if employees desire to wear a hat at work (except for required hard hats).
 - a. The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. These modifications could include, but are not limited to, change to rental, vendors and catalog options. The provisions of the MOA have been entered into in good faith and it is not the Company’s intent to arbitrarily modify or eliminate any features of the plan during the term of this agreement. The Company will discuss any modifications to this Program or change of vendor with the Union prior to implementation.

These discussions will be designed to provide the rationale and receive input from the union of the modifications being contemplated.

- h) It is further expected that all employees will exercise good judgement and common sense in projecting the proper professional image appropriate for their assignment and be neat, clean and well groomed.

This Memorandum of Agreement will become effective upon ratification. The Company may terminate the application of this MOA to one or more job classifications or to all job classifications within 30 days' advance notice to the Union.

MEMORANDUM OF AGREEMENT CONTRACTOR COMMITTEE

Frontier California Inc. and IBEW Local Union No. 543 agree to establish a joint committee of three Management and three Union Representatives to meet not less than biannually to discuss matters of mutual concern regarding the Company's use of contractors.

MEMORANDUM OF AGREEMENT DEPARTMENTAL ORIENTATION

Frontier California Inc. and IBEW Local Union No. 543 agree that the Union will be given up to thirty (30) minutes with each new employee either during new hire orientation or at the departmental orientation to discuss the following issues if they so choose:

- 1) Charitable Giving.
- 2) The structure of the IBEW, the names and titles of the officers, local contact name(s) and telephone number(s) and available hours. Additional Union related information will be provided to new employees by the Local IBEW separate from the new employee orientation process and on the employees' own time.

Additionally, a brochure defining the roles and responsibilities of the National IBEW may be distributed during the orientation.

The Company will determine the location of the above access and if the access will be group or individual presentations. Under normal conditions the Union Business Manager or the steward assigned closest to the location of the orientation will conduct the meeting. If the Union representative is a Company employee and conducts the meeting during their scheduled work time, it will be paid as Union Business with pay. The Company will notify the

Local Union Business Manager of all new employees who are hired or transferred into IBEW local 543's jurisdiction within five (5) business days of the employee reporting to their work location.

MEMORANDUM OF AGREEMENT
DOMESTIC PARTNER BENEFITS

1. Frontier California Inc. ("the Company") and IBEW Local Union No. 543 ("the Union") agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below.
3. The Company and the Union agree a domestic partner of an employee will be eligible for health and welfare benefits only if the employee and the domestic partner meet one of the following relationship categories: (A) same-sex marriage, (B) same-sex domestic partnership by governmental registration, (C) same-sex domestic partnership by "company registry," or (D) a limited exception for opposite-sex partners in California or as notified by Frontier California Inc. due to an equal benefits ordinance, as described below:
 - A. Same-sex marriage. The employee and the domestic partner have entered into a valid, same-sex marriage recognized under the laws of the state in which they currently reside. If the employee and domestic partner move to a state that does not recognize same-sex marriage, the employee will need to (1) register his or her same-sex domestic partnership by government registration, or (2) satisfy the "company registry" requirements of a same-sex domestic partnership, as explained below.
 - B. Same-sex domestic partnership by government registration. The employee and domestic partner have entered into a valid, same-sex domestic partnership registered with a governmental entity under the laws of the state, county or municipality in which they currently reside.
 - C. Same-sex domestic partner by "company registry." The employee and the domestic partner attest that they meet all of the following requirements:
 - The employee and the domestic partner are same-sex, adult partners.

- Neither the employee nor the domestic partner is married or a domestic partner of a third party.
 - Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
 - The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
 - The employee and the domestic partner live together at the same permanent residence.
 - The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
 - The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
- D. Special rule for opposite-sex partners: Generally, an opposite-sex relationship other than a valid, legal marriage does not meet the domestic partnership requirements. However, an employee may cover an opposite-sex partner if the employee satisfies the following requirement:
- California residence. The employee and the domestic partner both reside in the state of California and are registered as domestic partners with the California Secretary of State or with a local government agency that legally recognizes domestic partner relationships through an official registration process; or
 - Equal benefits ordinance. Frontier notifies the employee that he or she is eligible to cover an opposite-sex domestic partner as a result of the company's contractual obligation with a governmental entity with an "equal benefits ordinance" that requires the coverage of an opposite-sex domestic partner. The notification will outline the eligibility requirements that pertain to the particular "equal benefits ordinance."
- E. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.

- F. The employee and domestic partner agree to attest verbally, electronically or upon request in writing that they both satisfy the eligibility requirements for domestic partnership.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
- A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
 - B. For purposes of eligibility for health and welfare benefits, the child of a domestic partner may qualify as an eligible dependent child according to the same eligibility terms and conditions as an employee's natural or adoptive child.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
- A. Medical coverage as provided under the Collective Bargaining Agreement (CBA)
 - B. Dental as provided under the CBA
 - C. Health care continuation coverage as provided under the CBA
 - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
 - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
 - F. Retiree Medical (Domestic Partners and children of Domestic Partners will continue to be limited to those who are covered by the medical plan at the time of the employee's retirement; however, a retiree may enroll a new Domestic Partner (or new Child of a Domestic Partner) after retirement, so long as the retiree and the Domestic Partner are legally married in a state that permits same-sex marriage. Coverage for the retiree's Domestic Partner (and eligible Child of a Domestic Partner) shall apply wherever the legally married Retired Participant and the Domestic Partner live.)

G Supplemental Term Life

6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the collective bargaining agreement.
7. Family and Medical Leave
 - A. Employees are entitled to Family and Medical Leave for the care of a seriously-ill child of a domestic partner, subject to general eligibility requirements.
 - B. Employees are entitled to leave equivalent to that provided under the Family and Medical Leave Act for the care of a seriously ill domestic partner, subject to the same general eligibility requirements as are contained in the Family Medical Leave Act. Should there be a change in federal law permitting Family and Medical Leave to be used for the care for a seriously ill domestic partner, then this section 7B shall be null and void.
8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
 - A. Event travel Expense (one guest accommodated)
 - B. Financial Counseling
 - C. Survivor Support
 - D. Dependent Scholarships (children of domestic partner only)
 - E. Adoption Assistance (employee must be adoptive parent)
 - F. Company Discounts (recipient is employee)
 - G. Childcare Discounts (recipient is employee)
 - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins

and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.

**MEMORANDUM OF AGREEMENT
EDUCATION AND LIFE-LONG LEARNING**

Frontier California Inc. and IBEW Local Union No. 543 agree to continue joint efforts which allow employees additional opportunities to learn and enhance their knowledge. This includes, but is not limited to, participation in the Frontier Tuition Assistance Plan for Associate Employees which includes the 100% prepaid tuition feature. There will be a maximum annual payment for tuition and fees of \$8,000.

**MEMORANDUM OF AGREEMENT
EXCUSED ABSENCE (FAMILY LEAVE)**

Frontier California Inc. and IBEW Local Union No. 543 agree that employees who have exhausted their allowable time off as permitted by the FML who still need additional time off related to the serious health condition of an immediate family member may request such additional time through the HR Services Director or their designee. The Company will grant additional time off consistent with Article 24, Section 5 when such absence is supported by appropriate medical documentation.

**MEMORANDUM OF AGREEMENT
FINGERPRINTING**

Frontier California Inc. and IBEW Local Union No. 543 agree to the following process regarding the implementation of Assembly Bill 1610, Section 45125.1 of the California Education Code.

All current employees in the following classifications will be required to be fingerprinted for screening purposes:

- | | |
|---|-------------------------------------|
| Cable Splicer | Line Worker |
| Collector Maintainer | Network Assistant (Span Crews Only) |
| Customer Engineer – Data Application | OSP Construction Installer/Splicer |
| Customer Service Technician I | Public Access Sales Technician |
| Customer Service Technician II | Special Equipment Installer |
| Customer Service Technician III | Sr. Communications Specialist |
| Equipment Maintainer (where applicable) | Sr. Special Services Provisioning |
| Fiber Network Field Technician | Technician |

Employees in the following classifications will be given the opportunity to volunteer for the fingerprinting screening:

Equipment Installer
Equipment Installer Assistant
Facility Surveyor

This volunteer process will be used as long as there are enough volunteers to meet the demands of the service. If there are not sufficient volunteers, mandatory screening will be implemented.

If there are employees who do not successfully pass the fingerprint screening process, the Company will investigate the specifics with the employee with the Union present. Employees who fail the screening process and have not falsified any document regarding their conviction (i.e., employment application) will not be disciplined or terminated. Such employees will, however be restricted from going on school property at any time. While this will usually be accomplished with the employee remaining in their current classification, the Company reserves the right to temporarily reassign them to another classification if necessary to meet the service demands. In these instances, pay will be handled per the provisions of the collective bargaining agreement.

If there are employees who fail the screening process and falsified company documents regarding their past conviction, the Region President and the IBEW Business Manager or their designees agree to meet to discuss the appropriate manner to address these issues. If agreement can't be reached, the parties agree to obtain a mutually agreed upon 3rd party advisory opinion. If this is unsuccessful, the Company reserves the right to take disciplinary action, up to and including termination. If the Union disagrees with the Company's decision, they can file a grievance and request in writing to proceed immediately to arbitration as outlined in the collective bargaining agreement.

All potential new hires, rehires and transfers into any of the above-mentioned classifications must successfully pass the fingerprint screening to be considered qualified for the position. All employees returning from a leave of absence to one of the above-mentioned classifications will be handled in the identical manner as current employees in the same classifications.

If the above-mentioned law is revised, the parties agree to revise this Memorandum of Agreement as is necessary.

If the above-mentioned process does not enable the Company to meet customer service demands, the Company reserves the right to revise the process after discussing the necessity of doing so with the Union.

The parties agree that this agreement will not set a precedent, nor will it be referred to in the future in any way except as it pertains to employee's covered by this agreement. Furthermore, it does not affect either parties rights under the collective bargaining agreement on future matters.

MEMORANDUM OF AGREEMENT
FRONTIER FIBER INTERNET JOBS OF THE FUTURE

Frontier California Inc. and IBEW Local Union No. 543, recognizing the extreme importance of Frontier Fiber Internet ("FFI") service (formerly known as Verizon/Frontier FiOS) to the future of Frontier, and where both parties are equally committed to ensuring the continued growth and prosperity of Frontier and its employees, and in furtherance of the positive working relationship between the parties, agree to the following:

1. The utilization of contractors for FFI work-related activities will be handled in accordance with Article 7, Contracting of Work.
2. The Company and Union agree to meet and confer monthly to review the progress of the FFI build-out and related matters at a time and place mutually agreed to by both parties.
3. It is the intent of the Company and Union to conduct these meetings in the spirit of the ongoing California Company/Labor Partnership in all matters of communication, involvement, adaptability, integrity, trust and respect, realizing that both parties are responsible for promoting in a positive way the legacy of a viable and competitive future Frontier.
4. These meetings may be discontinued by mutual agreement between both parties.

MEMORANDUM OF AGREEMENT
Flexible Use of FNFTs and CST IIs to Meet Customer Service Requirements

1. The Company and Union agree that it is in the best interests of customer service excellence, competitiveness, service efficiencies, and developing employee skills for both the Fiber Network Field Technician (FNFT) and Customer Service Technician II (CST II) job titles to perform both fiber-related and copper-related

customer service work. Both parties recognize that this will require some employees to be cross-trained. The objective here is to utilize these technicians in a common-sense manner to efficiently address recurring workload fluctuations in fiber-related and copper-related customer service work

2. This initiative will not involve creating new administrative work groups, so that FNFT and CST II technicians will continue to be treated as separate classifications for purposes of the scheduling of tours, the scheduling of vacation time, and force surpluses. The selection of employees to be cross-trained will be from volunteers in the CST-II and FNFT classifications in company seniority order. In the event there are insufficient volunteers, the Company may force the lowest senior employee to be trained.
3. Before launching this initiative, Company and Union officials will meet to discuss the Company's plans for its implementation and any Union questions or concerns.

MEMORANDUM OF AGREEMENT
FLEXIBLE SPENDING ACCOUNT (FSA)

1. Frontier California Inc. agrees to continue the Flexible Spending Account (FSA).
2. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
3. For a summary of details refer to the Flexible Spending Account (FSA) Summary Plan Description (SPD).
4. The FSA will be administered solely in accordance with its provisions and no matter concerning the FSA or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FSA Administrator, the administration of the FSA and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.

MEMORANDUM OF AGREEMENT
FLEXIBLE WORKWEEK

Frontier California Inc. and IBEW Local Union No. 543 agree to permit the scheduling of a Flexible Workweek subject to the provisions stated below:

1. A Flexible Workweek is defined as a calendar week when an employee requests to work fewer than their scheduled hours on one day (i.e., six

(6) hours worked on a scheduled eight (8) hour day) and agrees to make up the hours on a different day or days in the same workweek (i.e., works ten (10) hours rather than eight (8) hours).

2. A Flexible Workweek can only be initiated by the employee, not the Company. It is not intended to be used by the Company to force time off in lieu of paying overtime. The employee must request both the time they wish to take off from their scheduled workweek and the day or days they are able to make up the time.
3. Management will review each request and either approve or deny it based on service needs. This approval/denial will be done in an expeditious manner.
4. Beginning with posting of the schedule, requests will be approved/denied on a first come, first served basis. Requests submitted simultaneously will be addressed in seniority order.
5. Time worked in excess of eight (8) hours on any day to make up time voluntarily taken off in accordance with this agreement will be paid at straight time and not at the overtime rate.
6. The use of the Flexible Workweek within any department/work group is subject to agreement between local management and the local Union leadership.
7. An agreed upon Flexible Workweek arrangement may be cancelled either by local management or the local Union leadership with thirty (30) days' notice.

MEMORANDUM OF AGREEMENT **FLEXTIME**

Frontier California Inc. and the International Brotherhood of Electrical Workers Local Union 543 agree to the concept of flextime. At the request of either party, the feasibility of flextime will be explored. Design and implementation of a flextime plan for a work group must be mutually agreed to by the Company's departmental supervisor and the local union. The flextime plan will consist of:

Bandwidth -

That time during which the office is open.

Core Time -	That part of the day when all employees must be on the job.
Standard Work Day -	Scheduled shifts.
Flextime -	Flextime available before scheduled shift or after scheduled shift.
Flexible Lunch Break -	

Attachment "A" (Flextime Guidelines) will be used by the parties as a guideline to design a flextime plan.

Once a flextime plan has been established, modifications to the plan must be mutually agreed to by department supervision and the local union. If an agreement to modify cannot be reached by the parties or either party wishes to discontinue the plan, the Company's department supervision or union may cancel the plan with ten (10) work days' notice to the other party.

FRONTIER FLEXTIME GUIDELINES

Flextime is a concept which allows redistribution of work hours. It does not change the number of hours worked, but merely allows for flextime within a work week.

The goal is to allow flexibility in scheduling with the four basic constraints of:

1. Accumulating the necessary hours during the accounting period,
2. Being on the job during core time,
3. Being on the job when necessary to get the job done,
4. Working within the established bandwidth,

The bandwidth of the day, that time during which the office is open to employees, is enlarged, giving more latitude in the time span over which working hours can be chosen.

The criteria for operation under flextime rules is as follows:

Accumulated Hours: 40 hours per normal week must still be worked.

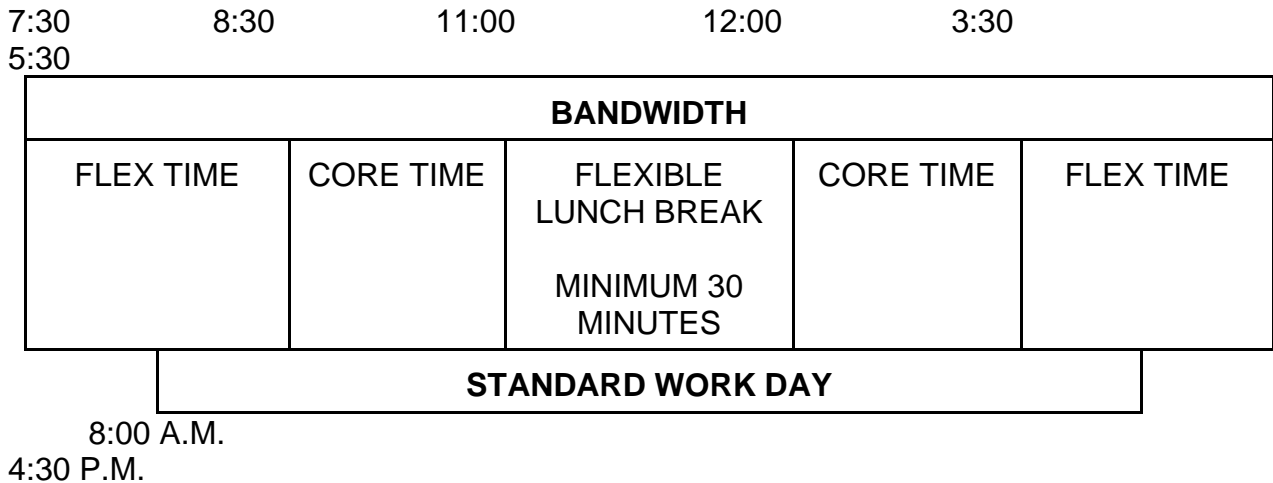
Normal Work Day: 8:00 a.m. to 5:00 p.m. or normal service hours to the public or other Frontier offices.

Minimum Service Coverage: Scheduling of functions during the day outside of core time will be determined on a department and/or unit level to reflect actual operating needs. Normally critical functions need to be covered only during the "normal work day" of 8:00 a.m. to 5:00 p.m. This is one of the important elements of flextime and must be maintained for maximum flexibility.

- 1) Normal work week will consist of a 40-hour work week, unless authorized to work overtime.
 - A) Relief breaks are to remain the same as at present - 15 minutes duration.
 - B) Lunch breaks will be a minimum of 30 minutes and a maximum of one hour, providing the employee meets total hours requirements. A lunch period of longer than one hour may be arranged with supervisor approval.
- 2) While the basic goal is to provide flexible work hours, occasionally it may be necessary for the supervisor to adjust flextime schedules in order to meet the requirements of the job or due to misuse of the program.
- 3) Time off during the core period must be approved by your immediate supervisor.
- 4) If you are off sick, you must notify your supervisor as soon as possible.
- 5) Bandwidth - That time during which the office is open.
Core Time - That part of the day when all employees must be on the job.
Standard Work Day - Scheduled shifts.
Flextime - Flextime available before scheduled shift or after scheduled shift.

Flexible Lunch Break -

Example of flextime guidelines:



- 6) The above is intended to be a guideline. Flextime will vary in departments and workgroups based on what is feasible and agreed upon between the department and the Union.

Each employee should strive to arrive at their work location at their scheduled time. When this is not possible, flextime may be used, provided that it is within the department’s guidelines. Should an employee require time that deviates from the department guidelines, it must be with supervisor approval.

MEMORANDUM OF AGREEMENT
401 (k) PLAN CHANGES

A. MATCHING CONTRIBUTIONS.

The Company will amend the Frontier Communications 401(k) Savings Plan (“FCSP”) in accordance with the FCSP amendment provisions to continue Company matching contributions for 2022, 2023, 2024 and 2025 plan years at 100% of the eligible contributions of each participating employee first hired as a union-represented employee on or after January 1, 2014, and not eligible to earn pension benefits that is covered by this Settlement Agreement up to 6% of eligible compensation. No other employee covered by this Settlement Agreement will be entitled to this increased Company matching contribution.

B. DISCRETIONARY CONTRIBUTIONS.

The Company will also amend the FCSP in accordance with the FCSP HSP amendment provisions to permit an additional performance-related, discretionary Company contribution for 2022, 2023, 2024, and 2025 plan years (“Discretionary Contribution”) for employees who are first hired as a union-represented employee on or after January 1, 2014, and not eligible to earn pension benefits, subject to the additional requirements described below. An eligible employee would not have to contribute to the FCSP to be eligible for the Discretionary Contribution.

Eligible employees would have to be employed as eligible employees on the last day of the plan year to be eligible for the Discretionary Contribution. The Discretionary Contribution would be between 0-3% of eligible compensation actually paid during the plan year to each such eligible employee and would be set at the same percentage as the performance-related contribution for wireline management employees under the management savings plan for the same plan year.

The Company would determine each applicable plan year whether the Discretionary Contribution would be made in cash. Discretionary Contributions would not be available for in-service withdrawal, and they would be subject to the same vesting schedule as Company matching contributions.

This Memorandum of Agreement in sections A and B amends the Memorandum of Agreement between the Union and the Company entitled Frontier Communications 401(k) Savings Plan (Company Match).

MEMORANDUM OF AGREEMENT 4/10 WORK SCHEDULE

Frontier California Inc. (hereinafter referred to as Company) and the International Brotherhood of Electrical Workers Local Union 543 (hereinafter referred to as Union) agree to implement a four (4) day workweek, ten (10) hours a day, forty (40) hours per week (hereinafter referred to as the 4/10 Plan). This Plan will be implemented pursuant to the provisions outlined below:

1. The Company reserves the right to select the number of employees, classification(s), location(s) and work group(s) within the classifications in which the 4/10 Plan will be implemented. Also, the Company will reserve the right to determine when the Plan will or will not be utilized. Employee participation on a 4/10 schedule shall be voluntary.

The Company will provide a copy of this Plan to each employee approved for the 4/10 work schedule.

2. The Company or the Union will have the right to terminate this Memorandum of Agreement on the thirtieth (30th) calendar day following receipt by the other party of the written notice to terminate.
3. Nothing relative to Section I of this Agreement shall be subject to the grievance and arbitration procedures. However, alleged violations relating to the remaining sections shall first be submitted in writing by the Union to the Labor Relations Department. If the parties cannot reach an agreement within forty-five (45) calendar days from the date the alleged violations occurred, the provisions of Article 12 and 13 of the Labor Agreement shall apply.
4. Session: First and Second Sessions will be separated by the lunch period. The First Session will not exceed five hours.
5. Relief Breaks: No additional relief breaks. The current relief break provisions will apply.
6. Sickness and Accident Benefits: Employees absent sick while working on the 4/10 schedule will be compensated at 75% of their normal base wage up to ten (10) hours.
 - A. Benefits eligibility and applications will be in accordance with the provisions in Article 32 of the Labor Agreement.
 - B. Employees will have up to ten (10) hours deducted from their total accumulated hours for each absent day.
7. Absent Death Benefits: Eligible employees will be compensated up to ten (10) hours per day at 75% of their normal base wage up to three (3) days. An additional day can be taken with supervisor's approval.
8. Overtime: All contractual provisions relative to regular or overtime compensation will apply except the time and one-half rate does not apply until the employee has worked beyond ten (10) hours in a day.
9. Premium Pay (Sunday or Holiday): Employees scheduled to work on Sunday and/or Holiday will be compensated at the rate of one and one-half times their base pay up to ten (10) hours.
10. Holidays.
 - A. Legal Holidays

Whenever a legal holiday occurs during the week, management, at their discretion, can change the 4/10 schedule to a 5/8 schedule. Employees whose schedules are not changed to a 5/8 schedule will receive ten (10) hours holiday pay.

B. Personal Holidays

Personal holidays will be converted to hours up to a maximum of thirty-two (32) hours. An employee scheduled off for a personal holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total holiday hours.

Holidays must be scheduled in increments of ten (10) hours, unless the remaining total hours are less than ten (10) hours.

Personal holidays scheduled on days off will not count toward the workweek for overtime purposes.

Holidays not scheduled by October 15 of each calendar year will be scheduled pursuant to Article 23, Section 3.3.

Example:

S	M	T	W	TH	F	S
	PHT	PHT	PHT	10	2 (HT) Day off	

This employee would receive forty-two (42) hours of straight time wages; thirty-two (32) for holiday time and ten (10) hours for productive time.

All holiday eligibilities and applications will be pursuant to the provisions in the Labor Agreement.

11. Jury Duty and Witness Pay: The supervisor at his discretion can convert the employee's schedule to 5/8.

12. Vacation: Full week (four days) - Employee's 4/10 schedule will be changed to 5/8.

Vacation: Day-at-a-time (less than four days) - Employee will be paid up to ten (10) hours for each day-at-a-time vacation. The employee will have up to ten (10) hours deducted from his accumulated vacation hours for each day-at-a-time vacation taken.

13. Meal Differential:

- A. Normal workweek (4/10 schedule) - Paid after working two hours or more beyond the end of his ten-hour shift.
- B. Scheduled days exceeding the Normal Workweek - Paid after working two hours or more beyond the end of his eight-hour shift.

Example:

S	M	T	W	TH	F	S
	12	12	12	12	10	10
		Item A			Item B	

14. Flextime: At management's discretion, the flextime program may be discontinued for employees on the 4/10 Plan.

15. Inclement Weather: Each day an employee is unable to perform his job function because of inclement weather, he will be treated as if his schedule was for a ten (10) hour day. Provisions of Article 20 will be implemented as follows:

- Section 1.1 - As written
- Section 1.2 - Four hours will be changed to five hours
- Section 1.3 - Four hours will be changed to five hours

Except as expressly modified in the Agreement, all rights and provisions contained in the Labor Agreement remain in effect. This Agreement will continue in effect until one of the parties exercises the option provided under Section 2.

MEMORANDUM OF AGREEMENT
GLOBAL POSITIONING SYSTEM (GPS) AND
VEHICLE TELEMATICS MONITORING (VTM)

Frontier California Inc. and IBEW Local Union No. 543 (hereinafter "IBEW 543" or "Union") agree that the utilization of Global Positioning System (GPS) and Vehicle Telematics Monitoring (VTM) is designed to facilitate work efficiencies, monitor vehicle performance and maintenance and employee safety through vehicle and cell phone tracking. This may include the use of forward-facing cameras (not currently planned).

In connection with the use of Company cell phones, this will confirm that under Company policy, employees are not required to have their Company cell phones on their person during rest and meal breaks, and in any case are not required or expected to answer them, during rest breaks and meal breaks.

If the Company identifies through GPS or VTM reports a possible work rule infraction, which includes possible speeding, supervision will discuss the possible infraction with the involved employee and, if the work rule infraction did in fact occur, supervision will offer coaching to correct the identified behavior. If the Company identifies future work rule infractions through GPS/VTM, the Company and the Union will meet with the employee to discuss the nature of the infraction and Company performance expectations. If there are future infractions which are identified through GPS/VTM disciplinary action may be taken. The Union reserves the right to challenge any disciplinary action through the applicable provisions of the CBA.

The Company's Local Manager(s) or Director(s) shall have daily access to the GPS or other location-based telematic device(s) for the purpose of facilitating and managing work efficiencies, work performance, and employee safety. The Company will not use GPS or other location-based tracking as a tool to "target" a particular employee or to "catch employees doing something wrong"; the Company understands that doing so can create a negative work environment for employees.

The Company will notify the Union of any plan to institute or re-institute GPS and/or VTM when not currently in use and discuss those plans, if requested.

MEMORANDUM OF AGREEMENT HOME DISPATCH

The parties agree that the Company may establish "Home Dispatch" in those locations and among those classifications where it is determined by the Company to be economically and operationally feasible. The Company will develop specific guidelines consistent with the following provisions:

1. While the Company will determine eligible groups, in general it will be those employees whose normal work assignment makes it possible to start and/or end the tour at a location other than the official reporting location. Home Dispatch will be offered by classification within a work group, as defined in Article 6, Section 16 of the Labor Agreement.
2. Participating employees will obtain their job assignment and report

directly to the location of the assignment by the normal start of the tour in a Company vehicle instead of to a reporting center in their personal vehicle. At the end of the tour, employees will take the Company vehicle home. Travel time to the first assignment and from the last assignment is not paid time. An effort will be made to route the first and last job as close to his home as possible dependent on the demands of the service.

- A. An employee whose first assignment of the day is to a job site outside of the area serviced by his normal work location shall be paid for all driving time in excess of thirty (30) minutes.

An employee whose last assignment of the day is outside of the area serviced by his normal work location shall be paid for all driving time in excess of thirty (30) minutes.

Such time shall be paid at the employee's normal rate of pay and shall be considered as time worked for all purposes.

- 3. The Company will implement the Home Dispatch program on a voluntary basis.
- 4. Employees will not be required to use personal time to maintain Company vehicles; however, they will be expected to oversee the condition of the vehicle in accordance with the Company's preventative maintenance program and exercise care in the parking and storing of the vehicle.
- 5. Should the Company decide to discontinue the program, a 30-day notice will be given to the local union and employees who are participating. Employees desiring to discontinue participation may be required to provide a 30-day notice. Employees who deviate from the provisions of the program may be removed from participation at management's discretion.
- 6. The participating employee is expected to do the following:
 - A. To ensure the vehicle is properly stored, operated, and maintained. It is management's discretion, if required, to designate an alternate Company owned or leased parking site to keep vehicles free from vandalism.
 - B. To use the vehicle only in performing work and traveling between work locations and the employee's residence or other

designated parking location. While the vehicle is at the employee's residence, the vehicle is to be locked and parked in a safe and legal location. The safety cone behind the vehicle is not required; however, a safety check is to be performed before the vehicle is moved. Back-in parking is recommended, where applicable, to avoid backing accidents when leaving for work.

- C. Vehicles are to be used only for official Company business. NO personal use shall be authorized. A brief (5-10 minute) stop, while in direct route to first assignment or after last assignment while in direct route home, is not considered personal use.
- D. Passengers, other than those authorized for business purposes, will not be allowed in Home Dispatch vehicles.

7. Maintenance and Operational Responsibilities.

Operation and maintenance of vehicles involved with the program are an expense of the business. Therefore, tolls, fees, and other motor vehicle usage costs (except for those tolls normally incurred by the employee between their residence and work location) will be paid by the Company under established voucher provisions.

The employee assumes certain responsibilities associated with an assigned vehicle. These responsibilities include:

- A. Adhere to vehicle maintenance schedules as required by Fleet Operations.
- B. Perform vehicle inspections during fuel stops such as: checking tire pressure, water levels, oil levels, etc. It is the employee's responsibility to notify their supervisor of other repair needs such as engine running rough, need for new tires, etc. It is the employee's responsibility to report safety related defects. Any vehicle in need of repair should be brought to the nearest authorized repair facility if safe to do so. The employee should contact their supervisor so the supervisor can coordinate these repairs with Fleet Operations.
- C. The Primary fueling location is the fuel facility on Company property. Alternate fueling locations may be designated service stations within the community.
- D. The Company accepts the responsibility to provide vehicle

washing based on the availability in the area.

- E. The employee will account for out-of-pocket expenses for tolls, ice, parking fees, etc. The supervisor will be responsible for advising the employee of the procedures to be followed for both incurring these costs and being reimbursed.
 - F. The supervisor will coordinate both scheduled and unscheduled vehicle maintenance. The employee will deliver the vehicle to a designated location during work time and be provided a traveling vehicle by their supervisor, or the vehicle maintenance will be performed while the employee is on vacation. Should it become necessary to perform unscheduled maintenance during working hours, the employee will be provided an alternate vehicle.
 - G. If the vehicle should break down while the employee is traveling to his first assignment, the employee's pay commences at the start of their tour. If the vehicle breaks down after the tour ends, the employee will be paid until the vehicle is repaired or provided with appropriate transportation.
 - H. While the employee is on vacation, the Company vehicle will be returned, if necessary, to the employee's current reporting location, so routine or schedule maintenance can be performed on the vehicle. Unless the employee's supervisor makes other arrangements, it will be the employee's responsibility to return the Company vehicle prior to vacation and retrieve the vehicle within a time frame to perform their first dispatch assignment after returning from vacation.
8. Meetings
- The Company recognizes the necessity to assemble employees participating in the Home Dispatch Program for meetings at Company designated locations. Meetings may be called by supervisors whenever necessary for: safety meetings, tour schedule bidding, procedural changes, general announcements, paycheck distribution, training, etc. The local union will be notified of the time and location of safety meetings and will have the opportunity to be present. Notification will normally be at least 48 hours prior to such meetings.
9. Tours
- It will be the employee's responsibility to be at their first dispatch location at the start of their tour. The employee will work until the

end of the tour. Travel time to the first assignment and from the last assignment will not be paid.

10. In the event an employee is required to manually call the company to receive his first assignment, the employee will have such time for this call considered as work time and part of his scheduled work day. Employees who live outside the calling area will be issued and use a company calling card or will call an established 800 number if necessary to obtain his first assignment. If an employee's assignment is not available when the company is contacted, the employee will contact his supervisor or report to a designated work location.

MEMORANDUM OF AGREEMENT
FRONTIER COMMUNICATIONS SAVINGS PLAN
(COMPANY MATCH)

Frontier California Inc. and IBEW Local Union No. 543 agree to continue the Company matching contribution to the Frontier Communications 401(k) Savings Plan ("FCSP").

Subject to the Memorandum of Agreement entitled 401(k) Plan Changes the following provisions continue to be in place for the FCSP.

The Company matching contribution will continue to be 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.

FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN (FCSPHSP)

1. Frontier California Inc. and IBEW Local Union No. 543 will make the Frontier Communications 401(k) Savings Plan ("FCSP") available to regular full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the FCSP, 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 administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the FCSP at any time. Upon termination or partial

termination of the FCSP or upon the complete discontinuance of contributions under the FCSP, 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.

4. The FCSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the FCSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the FCSP had then terminated.
5. 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, 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 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.
6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
7. The FCSP will be administered solely in accordance with its provisions and no matter concerning the FCSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the FCSP and the interpretation of the FCSP Committee.
8. Accretion of Patterson, California Bargaining Unit: In accordance with the evergreen provisions of the Accretion MOA signed on January 18, 2018, the following employees are exempted from this MOA:

- a) Jesse Mota
- b) Gregory Gomes
- c) Joseluis Godinez
- d) John Matteri
- e) James Maya
- f) Charles Cabral
- g) William Debenedictis

MEMORANDUM OF AGREEMENT
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 development, design, size, frequency, and/or administration of plans and programs implemented pursuant to this Article, 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 the Labor Agreement.
3. The Company agrees that the amount of merchandise, cash or other awards earned by employees pursuant to a plan or program established under this Article will not be relied upon in future negotiations as an offset for wages or benefits.
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 only during working hours. The Company will not discipline non-commissioned employees solely on the basis of their sales results.

MEMORANDUM OF AGREEMENT
INCLEMENT WEATHER

The Company and the Union recognize that there may be occasions when an employee is unable to report to work due to inclement weather.

When management determines that such a condition exists, the employee's absence, will be excused and the occasion and hours will not be charged to their attendance record.

Upon their request, the employee may utilize any unused vacation or personal time. If the employee has exhausted all such time or chooses not to utilize available time their absences will be considered excused without pay.

MEMORANDUM OF AGREEMENT
INCOME SECURITY PLAN (ISP)/ENHANCED INCOME SECURITY PLAN (EISP)

1. Frontier California Inc. and IBEW Local Union No. 543 recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

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

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

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
 - A. ISP Termination Allowance of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.
 - B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

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

5. The Company reserves the right to offer Enhanced ISP Termination pay benefits at its sole discretion. The Enhanced ISP Termination pay benefit will be in lieu of the regular ISP Termination Pay benefit described in Section 4 above and shall be equal to two times the applicable regular ISP

Termination pay benefit. All other provisions of this MOA shall apply to Enhanced ISP payments.

6. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
7. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service as outlined in paragraphs 4 A and B above.
8. All benefits payable under the Plan are subject to legally required deductions.
9. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
10. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
11. This Agreement will be implemented prior to invoking the provisions of Article 8 (Force Realignment) of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
12. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT
JURISDICTIONAL BOUNDARIES

Frontier California Inc. and IBEW Local Union No. 543 agree to the following relative to permitting IBEW members to cross jurisdictional lines:

- 1) This agreement is not intended to supplant workers in either bargaining unit. It is intended to maximize the use of regular employees and lessen the use of contractors.
- 2) When a work group is facing a force reduction of employees due to lack of work, the Company may temporarily assign such employees across jurisdictional boundaries to avoid a layoff. The Company will notify the Union in writing, in advance of the temporary assignment. The normal duration of these assignments will not exceed 90 days unless agreed upon by all parties.
- 3) Employees may cross jurisdictional boundaries when necessitated by natural disasters, severe weather conditions, civil unrest or excessive workload. The Company will notify the Union in writing, in advance of these instances. Listed below are a few examples of “excessive workload”:
 - a) When sufficient manpower is not available locally to complete a work order(s) in Infrastructure Provisioning, the Company may utilize employees across jurisdictional lines to complete the required work. (COEI and/or Outside Plant)
 - b) When service order installation and/or repair work is too excessive within one Union’s jurisdiction to meet customer demand given current manpower levels, the Company may utilize employees represented by the other Union to complete the work in a timely manner.
- 4) If represented employees of one Union possess a skill or have training required to complete a job assignment which is not possessed by represented employees of the other Union, such trained/skilled employees may cross jurisdictional boundaries to complete the assignment. Management will take the necessary steps to train a member of the affected location as soon as possible to minimize future similar occurrences.
- 5) When bargaining unit employees are assigned work within the jurisdiction of the other collective bargaining agreement in which there exists a higher rate of pay for the same work, a wage differential will be paid. The wage differential shall apply for the entire time of the assignment. This differential will be paid step to step.

6) The wage differential payment described in Paragraph 5 will apply to employees represented by IBEW Local 1245 who are assigned to work within IBEW Local 543's jurisdiction.

If other circumstances dictate the assignment of Union represented employees across jurisdictional boundaries, the Company agrees not to make such assignments without notifying the Unions in writing via e-mail and seeking approval. Should consent by all parties not be possible, the Company shall determine the alternatives available, based on legitimate business needs, and make a decision to proceed or not proceed with the assignment. The Company recognizes both Union's right to file a grievance in such cases.

MEMORANDUM OF AGREEMENT LONG TERM DISABILITY (LTD)

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 by the Company, Frontier California Inc. and IBEW Local Union No. 543 agree to continue a Long-Term Disability (hereinafter referred to as LTD) Plan subject to the following provisions:

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
 - Coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
 - Enrollment during the first ninety (90) days of employment (new hires).
 - Enrollment during the initial Company-designated enrollment period (incumbents with ninety (90) days of continuous employment).
 - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator.
 - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war.
 - If the disability does not result from pre-existing conditions that existed within ninety (90) days before the date LTD coverage began. Coverage for pre-existing conditions begins twelve (12) months after the coverage effective date.

- The contributions are continuously paid following enrollment.
2. The cost of the LTD plan coverage will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
 3. The LTD plan shall pay monthly benefits as follows:
 - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month,
 - or-
 - Up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month.

Monthly benefits shall be coordinated and reduced by any amount received by Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

- A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.
 - B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.
4. Benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for twenty-six (26) weeks or if the disability has resulted in twenty-six (26) weeks of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.
 - Monthly benefits will be paid for eighteen (18) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential.
 - Monthly benefits will be paid following this eighteen (18) month

period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform.

- If eligible employees become disabled prior to age sixty (60), benefits will be paid up to their 65th birthday.
- If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to Age</u>
60	65
61	66
62	67
63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72
71	72.5
72	73.5
73	74.5
74	75.5
75+	For 1 year

- Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twelve (12) months.
5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Frontier California Inc. and International Brotherhood of Electrical Workers Local Union 543. If an employee who is receiving LTD benefits becomes eligible for Medicare, they will be required to enroll in a medical plan that coordinates with Medicare. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
 6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits

received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto 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 procedures set forth in the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT
LUMP SUM PAYMENT OPTION (PENSION)

1. Frontier California Inc. and IBEW Local Union No. 543 agree to continue the Frontier Communications Pension Plan (hereinafter referred to as the Plan).
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, 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 Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT
MAIL ORDER PRESCRIPTION PLAN (MOPP)

4. Frontier California Inc. and IBEW Local Union No. 543 agree to extend the provisions of the Mail Order Prescription Plan (MOPP) to employees who retire during the term of this Agreement and receive benefits under the Retiree Medical Benefits MOA ("Eligible Participants").
2. MOPP is not available to Eligible Participants in Other Medical Options.
3. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be

subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

4. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the Eligible Participant will be limited to those changes applicable to salaried employees.

MEMORANDUM OF AGREEMENT **NECA/IBEW FAMILY MEDICAL CARE PLAN**

*Modified 2019 NECA/IBEW Family Medicare Plan proposal:

This MOA has been updated as the result of **2022** Contract Extension negotiations.

Commencing on March 1, 2014, the Company will contribute to the NECA/IBEW Family Medical Care Plan ("FMCP") for Eligible Participants (defined below) in accordance with, and subject to, the terms of the Participation Agreement between the Company and the FMCP, dated November 18, 2013 (the "Participation Agreement"). The FMCP will offer medical, dental, and vision benefits, as well as prescription drug coverage, to Eligible Participants which, to the extent FMCP continues to offer these plans, will be provided under Plan 16 and the Kaiser benefit option as then in effect. Prior to March 1, 2014, Eligible Participants will have an opportunity to enroll in Plan 16 or the Kaiser benefit option to the extent and pursuant to the terms then offered by FMCP or to elect no coverage at all.

With respect to participation in the FMCP, the Company agrees to the following during the term of this **2022** Proposal for Settlement:

1. Beginning on March 1, 2014 and for each calendar year thereafter, all Eligible Participants shall be eligible for benefit coverage under the FMCP. "Eligible Participants" means all participants who satisfy the eligibility requirements set forth in Exhibit C attached hereto (subject to modification to the extent required under the Patient Protection and Affordable Care Act or other applicable law), which includes, for example: (a) all regular, probationary, temporary, term, active full-time and part-time employees, (b) all full-time and part-time employees who are on Short-Term Disability or

Long-Term Disability and who are entitled to continued medical, prescription drug, vision and dental coverage during such disability, (c) employees on leaves of absence who are eligible for continued medical, prescription drug, dental and vision coverage under the terms of the Collective Bargaining Agreement (“CBA”) and (d) all former employees who have been or are severed from the Company and who are entitled to continued medical, prescription drug, vision and dental coverage for a period of time following their severance date as part of their separation benefits. Eligible Participants shall also include all COBRA “qualified beneficiaries” as of March 1, 2014 and thereafter (“COBRA participants”). Coverage under the FMCP for regular, probationary, temporary, term, active full-time and part-time employees and eligible dependents begins ninety (90) days following date of hire or the date which the employee enrolls, whichever is later, in accordance with the Patient Protection and Affordable Care Act. Eligible surviving spouses, dependents and registered domestic partners of an active employee who participate in the FMCP shall be provided with medical coverage at no charge for twenty-four months following the death of the employee.

2. Beginning on and after March 1, 2014, the Company will make a monthly contribution to the FMCP for benefit coverage for Eligible Participants (other than COBRA Participants) who are enrolled in the FMCP, which the Company shall submit to the FMCP directly pursuant to the terms of the Participation Agreement. COBRA Participants who participate in the FMCP shall be responsible for paying to the FMCP the full cost of their participation in the FMCP under COBRA and the Company shall not make any contribution for such COBRA Participants.

3. Premium Contributions:

i. Effective September 1, 2019, the Company and employees will contribute toward the premium costs of the I B E W/ NECA Health Plan for eligible Regular employees in accordance with this Section.

ii. Premium Contribution Rates for Regular Full-time Employees. Company and employee contribution rates toward the premium cost of the I B E W/NECA Health Plan for the enrollment tier selected by the employee (Employee Only, Employee + Spouse, Employee + Child(ren), or Family) will be as follows:

(a) Commencing on January 1, 2023 (or as soon thereafter as administratively feasible) the Company contribution will be 86% of the 2023 “Company Premium Caps”,

which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, 2023, for that enrollment tier or (2) the 2022 Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual 2023 NECA Plan 16 Premium.

- (b) Commencing on January 1, 2024 the Company contribution will be 85% of the 2024 “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, 2024, for that enrollment tier or (2) the 2023 Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual 2024 NECA Plan 16 Premium.
- (c) Commencing on January 1, 2025 the Company contribution will be 84% of the 2025 “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, 2025, for that enrollment tier or (2) the 2024 Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual 2025 NECA Plan 16 Premium.

Eligible part-time employees who enroll in the FMCP will be required to pay the Company a monthly contribution toward the cost of coverage for the applicable coverage tier as follows:

Scheduled Hours	Part-Time Employee Monthly Contribution
Less than 17 hours per week	100% of the Applicable FMCP Monthly Contribution Amount
17 hours but less than 25 hours per week	50% of the Applicable FMCP Monthly Contribution Amount
25 hours per week or more	100% of the Full-Time Employee Monthly Contribution

The Full-Time Monthly Employee Contribution (or Part-Time Employee Monthly Contribution, as applicable) will be deducted from the employees’ bi-

weekly pay on a before tax basis in accordance with applicable law. However, in those circumstances where an employee is not receiving pay or sufficient pay to cover the contribution, the employee will be billed for the Full-Time Monthly Employee Contribution (or Part-Time Employee Monthly Contribution, as applicable) or it will be deducted from subsequent pay. All employees and eligible dependents who enroll in the FMCP and who make Full-Time Monthly Employee Contributions (or Part-Time Employee Monthly Contributions, as applicable) on a before tax basis will be subject to the mid-year change rules applicable to Internal Revenue Code section 125 cafeteria plans.

4. The FMCP will be administered solely by the administrative manager of the FMCP as designated by the Board of Trustees of the FMCP and solely in accordance with the plan provisions. No matter concerning the FMCP, or any difference arising thereunder shall be subject to the Grievance-Arbitration Procedure of the CBA. The selection of the plan administrators, the administration of the FMCP and all terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall be determined by and at the sole discretion of the FMCP.

5. As of March 1, 2014, employees covered by this CBA who are not eligible to participate in the FMCP will no longer have the option of medical, dental, vision or prescription drug coverage provided under a Company plan, except to the extent that such employees are eligible to participate in the **Frontier Communications Corporate Services Inc. Retiree Plan for Group Insurance, “Your Retiree Medical Coverage for West Hourly Retirees”** programs.

Exhibit A (Retained for Historical Purposes)

Effective 11:59 p.m. February 28, 2014, the following Memorandums of Agreement and Addendum will be eliminated:

Memorandums of Agreement:

Hearing Aid Benefit

Comprehensive Medical Plan

Vision Plan

Dental Plan

Dental Plan Alternative

Dental Plan Enrollment

Other Medical Options

Medical Benefits – “Opt-Out” credits and Spousal Surcharge

Healthcare Contributions

Exhibit B (Retained for Historical Purposes)

Effective March 1, 2014, the following Memorandums of Agreement are deemed to be modified to reflect the elimination of the MOAs/Addendum named in Exhibit A.

Memorandums of Agreement:

Voluntary Excused Time Leave of Absence
Voluntary Termination Bonus
Temporary Employees Beyond 6 months
Voluntary Part-Time Assignment
Mail Order Prescription Plan (MOPP)
Prescription Identification Card (PIC)

Exhibit C

Eligibility rules for FMCP benefits (medical, dental, vision and prescription drugs):

Who is eligible:

You and your eligible dependents can enroll for medical, dental, vision and prescription drug coverage.

You are eligible if...

You are paid directly by Frontier and are a regular, probationary, temporary, term, active full-time or part-time, employee who is covered by the collective bargaining agreement between Frontier California, Inc. (or its successors and assigns) and IBEW Local 543.

If you are disabled and receiving long-term disability (LTD) benefits from Frontier, your medical, dental, vision and prescription drug coverage continues for you and your eligible covered dependents until you are no longer disabled or retire, whichever is earlier.

You are not eligible if...

- You have an individual employment contract (unless the contract or agreement specifies that you **are** eligible to participate).
- You are a leased employee.

- You are not paid directly by Frontier.
- You are classified as an independent contractor or special status employee (for example, an occasional employee), regardless of what a court or government agency may determine about your employment status.
- You are a terminated employee (unless you terminated under a separation program and/or a separation agreement that specifically provides you with benefits under the medical plan for a specific amount of time).

If a court or any other enforcement authority or agency, such as the IRS, finds that an individual excluded from the above definition of eligible employee (such as an independent contractor) should be considered an eligible employee of Verizon, the individual will still be considered ineligible for benefits under the plan. Despite the decision by the court or enforcement agency, the individual will be expressly excluded from the definition of eligible employee

Your dependents

Eligible dependents are your:

- **Spouse** (whether or not separated). See the definition of “Spouse” below for more information.
- **Domestic partner**, as defined below, and his or her children. You may be subject to taxes on imputed income for the coverage you choose for your domestic partner and his or her children.
- **Children**, up to the end of the month in which he or she reaches age 26 including children for whom you are required to provide coverage under a qualified medical child support order (QMCSO). You may be able to continue coverage for your child beyond the month in which he or she attains age 26 if he or she is disabled before age 26. See the definition of “Children” below for more information.

Definitions referred in sections above:

- **Spouse:** Your spouse is a person of the opposite or same sex who is a husband or wife, pursuant to a legal union defined as a marriage under state law. The term “state” means any domestic or foreign jurisdiction having the legal authority to sanction marriage.
- **Domestic partner:**

To meet the definition of domestic partner for plan purposes, you and your partner must meet one of the following relationships:

- **Same-Sex Domestic Partnership by Government Registration.**
You and your partner have entered into a valid, same-sex domestic partnership registered with a governmental entity under the laws of the state, county, or municipality in which you currently reside.
- **Same-Sex Domestic Partnership by “Company Registry.”** You and your partner attest that you meet all of the following requirements:
 - Are each other’s sole same-sex domestic partner.
 - Are not legally married to any other person; i.e., neither of you is married to anyone else.
 - Are not the domestic partner or civil union spouse of any other person.
 - Are at least 18 years old and mentally competent to enter into a marriage contract.
 - Are not related by blood to the degree of closeness that would prohibit your legal marriage in the state in which you reside.
 - Are living (and have lived) together in the same principal residence and intend to do so indefinitely.
 - Are jointly responsible for each other’s common well-being and financial obligations.

You will be required to attest verbally, electronically, or, upon request, in writing that you satisfy all of these requirements.

Special Rule for Opposite-Sex Partners

Generally, an opposite-sex relationship other than a valid, legal marriage does not meet the domestic partnership requirements. However, you may cover an opposite-sex partner if you satisfy one of the following requirements:

- **California Residence.** You both reside in the state of California and are registered as domestic partners with the California Secretary of State or with a local government agency that legally recognizes domestic partner relationships through an official registration process,
or

- **Equal Benefits Ordinance.** Verizon notifies you that you are eligible to cover an opposite-sex domestic partner as a result of the company's contractual obligation with a governmental entity with an "equal benefits ordinance" that requires the coverage of an opposite-sex domestic partner. The notification will outline the eligibility requirements that pertain to the particular "equal benefits ordinance."

You may be subject to taxes on imputed income for the coverage you choose for your domestic partner and his or her children.

If at any time you do not meet all of the above criteria, you and/or your domestic partner must notify the Verizon Benefits Center of the change in status within 60 days. As always, Verizon retains the right to verify that you and your partner meet these requirements from time to time.

- **Children:** Your eligible children are your, your spouse's or your domestic partner's married or unmarried children until the end of the calendar month in which they reach age 26.

You, your spouse or your domestic partner must be the child's:

- Natural or biological parent
- Adoptive parent.
- Legal guardian.

This definition includes any child who is your (the employee's) stepchild.

Special rules apply if your child is disabled.

- **Disabled child:** You can cover your physically, mentally or developmentally disabled child beyond the end of the month in which the child reaches age 26 if he or she is all of the following:
 - Unmarried.
 - Living with you.
 - Fully dependent on you for financial support (i.e., the disability prevents the child from working to support himself or herself).

You may be asked to provide periodic certification of your child's continuing disability status.

MEMORANDUM OF AGREEMENT
NETWORK SERVICES - OVERTIME
(CUSTOMER OPERATIONS AND CONSTRUCTION)

Frontier California Inc. and IBEW Local Union No. 543 (hereinafter "IBEW 543" or "Union") agree that due to occasional weather-related challenges and the fluctuating nature of our customers' service needs, there are times when all necessary work cannot be completed during the normal work day and overtime becomes necessary.

The Company and the Union agree that whenever possible qualified volunteers should be used to perform such overtime work as long as there is no negative impact on customer service, there is no increased cost to manage the business and an unsafe working condition will not be created.

Local Union and management representatives will jointly develop local processes designed to identify and utilize volunteers. These processes can vary by work location to fit local needs. They will be utilized whenever the use of volunteers will meet the needs of our service.

When the workload is so significant that the use of volunteers alone will not meet service needs, it is understood that employees and their supervisors will work together to ensure that the employee's need for time off and the Company's need to have all employees work a share of overtime will both be accommodated. During such times, employees who need to be excused from working overtime for either all or part of a given day for important personal reasons should inform their supervisor of the need as soon as possible. Examples include doctor or dental visits for themselves or a family member, weddings or other similar significant family events or occasional child or elder care responsibilities.

The Company or the Union may rescind this Memorandum of Agreement by written notice effective thirty (30) days from receipt of such notice by the party of their intent to terminate.

MEMORANDUM OF AGREEMENT
NOTIFICATION TO UNION OF SURPLUS CONDITION

Whenever possible the Company will give a seventy-five (75) day notice to the Union bargaining committee of any pending surplus. The Union bargaining committee agrees to keep this information completely confidential until the company approves its dissemination.

The Company will meet with the Union bargaining committee to discuss declared surpluses that may require the application of Article 8 and/or Article 9 of the Agreement. These discussions are intended to provide a better understanding of the need to relocate and/or reduce the workforce and address any unique circumstances.

MEMORANDUM OF AGREEMENT
OUT OF STATE/OUT OF FRANCHISE EXPENSE

Frontier California Inc. and IBEW Local Union No. 543 agree to the following lodging, meals and travel expense allowance for bargaining unit employees who are assigned to other Frontier affiliated companies or assigned outside of Frontier California Inc. to attend school:

1. Employee assignments will be made on a voluntary basis.
2. Employees will remain on Frontier California Inc. payroll and will be paid wages and all other employee benefits as provided for under the current Labor Agreement.
3. As applicable, employees will receive an airline ticket from the Company prior to departure.
4. For assignments of three (3) months or more, employees will be allowed to return home every fourth weekend during this assignment, and the Company will pay for round trip airfare, if applicable. The employee will be allowed one (1) day each way at Company expense for travel.
5. The Company will pay for the employee's laundry and cleaning if charged to the employee's hotel bill.
6. Employees, who are assigned to locations where special winter clothing is necessary, which is not required at their home locations, will be eligible for a clothing allowance of up to \$250. Specific approval to purchase clothing must be granted by Management prior to the actual purchase.
7. The Company will select the lodging accommodations and will make payment directly to the hotel/motel. Employees will be furnished a single room with bath and would be expected to be housed in adequate but not deluxe accommodations.
8. Employees will be reimbursed for meals as provided for in Article 25, Section

5 of the Labor Agreement.

9. Employees will be provided at Company expense round trip transportation to return home to take their vacation if it is scheduled during the extended assignment; however, employees will not receive expense reimbursements while on vacation. Expenses will be paid for holidays occurring during their extended assignment.
10. The Company will provide Company or rental vehicles for business-related transportation at the rate of one vehicle for each three (3) students, who do not have personal transportation.
11. Depending upon the employee's family circumstances and desires, the Company may make arrangements with the employee to permit the employee's family to accompany him on the training assignment, provided the total reimbursement do not exceed the total amounts set forth above.
12. If an employee is issued a Corporate Charge Card and so instructed by his/her supervisor, employees will be required to use their Corporate Card for reimbursement of all expenses incurred on behalf of Frontier.
13. The Company will notify the Union prior to canvassing for interest in out-of-state assignments.

MEMORANDUM OF AGREEMENT OUTPLACEMENT SERVICES

Frontier California Inc. and IBEW Local Union No. 543 agree to a career transitioning service to assist employees who have been displaced.

Following a workforce reduction, affected employees will be offered career transitioning services. The Company will facilitate outplacement services available through the California State Employment Development Department.

The career transition assistance shall include services such as:

- Identifying transferable job skills
- Assisting in resume preparation
- Assisting with researching the job market
- Training in interviewing skills and telephone etiquette
- Identifying vocational training institutions

MEMORANDUM OF AGREEMENT OVERTIME MOA

Frontier California Inc. and IBEW Local Union No. 543 agree to explore options for ensuring that necessary overtime is worked in a timely, safe, efficient, and cost-effective manner while making reasonable attempts to; utilize volunteerism, permit periodic requests for being off-on-time, and distribute overtime equally among qualified employees.

It is understood that the above options may vary by department classification and/or work location. It is also understood that overtime provisions may not be necessary in all departments.

MEMORANDUM OF AGREEMENT PENSION ACCRUAL SERVICE

Bargaining Note: In 2022 collective bargaining negotiations, the parties discussed this MOA and elected not to attempt to revise it. Its application appears to be limited to a situation where a pension eligible employee in the bargaining unit who is a former GTE/Verizon employee transfers to Frontier West Virginia Inc., a former Bell/Atlantic/Verizon company. The parties do not believe such transfers are likely. However, if such transfer should take place, and this MOA is deemed applicable, the provisions of this MOA will be utilized.

1. Verizon California Inc. and IBEW Union Local No. 543 agree to modify the pension treatment for hourly employees who leave a former GTE (“GTE”) company and subsequently are employed by a former Bell Atlantic company (“fBA”) subject to the new Memorandum of Agreement titled Pension Benefits, dated November 19, 2013.
2. Effective as soon as administratively possible, eligible hourly employees who leave the employ of a fGTE company and who subsequently are employed by a fBA company will begin participation in the applicable New York and New England component of the Verizon Pension Plan for Associates (the New York/New England plan) or the Mid-Atlantic Associate component of the Verizon Communications Pension Plan for Mid-Atlantic Associates (the Mid-Atlantic plan) in accordance with the participation eligibility provisions of the applicable plan. The hourly employee will continue to earn Vesting Service and Accredited Service for purposes of retirement eligibility under the (fGTE) Hourly Pension Plan while employed by the fBA company, subject to any applicable bridging requirements. Accredited Service for pension accrual purposes under the (fGTE) Hourly Pension Plan will stop as of the date the hourly employee stops working for the fGTE company.

3. Eligible employees who begin working for a fBA company will begin participation in the New York/New England or Mid-Atlantic plan, whichever is applicable, on the date specified by the participation eligibility provisions of those plans. Service recognition under the New York/New England or Mid-Atlantic pension plan will be based on the provisions of those plans.
4. Verizon will provide a defined pension plan benefit based upon:
 - (a) The Verizon (fGTE) Hourly Pension Plan accrued benefit as of the date of termination with the fGTE company determined using the average annual compensation earned at the fGTE company for the five consecutive highest paid years earned up to the date employment with the fGTE company ended and Accredited Service earned up to the date employment with the fGTE company ended.

PLUS

- (b) The accrued benefit earned under the New York/New England plan or the Mid-Atlantic plan, whichever is applicable, based upon Verizon service credited under the applicable plan.
5. The amount and availability of benefits under the Pension Plan are governed by the provisions of the Pension Plans and are subject to ERISA, the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Pension Plans 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 Plans, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Pension Plans shall rest with the applicable plan fiduciaries of the Pension Plans and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT
PENSION BENEFITS

The Frontier Communications Pension Plan provides as follows:

1. Any employee who is first hired as a union-represented associate on or after January 1, 2014, ("Pension New Hire") will not be eligible to participate in the Pension Plan. Any employee who returns from layoff on or after January 1, 2014, pursuant to contractual recall rights, other than

a Pension New Hire, will be eligible to continue participation in the Pension Plan as of the date of recall, subject to the Pension Plan changes described in this MOA.

2. Pension benefits will be subject to a transition on March 1, 2014, (“Transition Date”), as described below in paragraphs a, b (if applicable), c (if applicable) and d (if applicable).
 - a. An associate’s pension until the Transition Date will be referred to as the “A” benefit. The A benefit will be calculated and frozen based on the pension formula and the associate’s service and compensation, all in effect as of the Transition Date. Immediately after the Transition Date, eligible associates will continue to earn pension benefits. The benefits earned after the Transition Date will be referred to as the “B” benefit. The B benefit will be calculated based on (i) an associate’s eligible service after the Transition Date, and (ii) an associate’s applicable compensation under the pension formula frozen as of the Transition Date. The 2% increase in the basic wage rate scheduled for September of 2014 will be deemed to be in effect January 1, 2014 for the sole purpose of determining the basic wage rate component of an associate’s applicable compensation under the pension formula frozen as of the Transition Date. This 2% adjustment will increase an associate’s applicable compensation under the pension formula frozen as of the Transition Date with respect to both the “A” and the “B” benefit. For promotions after the Transition Date, there will be a special rule for both the “A” and the “B” benefit. If an associate is promoted to a higher wage schedule after the Transition Date and during the remaining term of this Pension Benefits Memorandum of Agreement, then once the associate has remained in that higher wage schedule for 24 months following the effective date of the promotion, the associate’s applicable compensation under the pension formula frozen as of the Transition Date will be increased by 6%.
 - b. Special Rule for Associates with Fewer Than 60 Months of Pension Compensation as of the Transition Date. For associates with fewer than 60 months of pension compensation as of the Transition Date, the calculation of the frozen compensation under the pension formula will be subject to a special rule for both “A” and “B” benefit. The frozen pension compensation will be calculated effective as of the Transition Date by recognizing (i) scheduled progression increases in the

basic wage rate under the applicable wage progression schedule and (ii) the monthly average of the applicable pension compensation (exclusive of basic wages) as of the Transition Date. With respect to both (i) and (ii) in the preceding sentence this special rule will only apply for the period of time necessary to permit each associate covered by this special rule to have 60 months of pension compensation. Other than the adjustments in (i) and (ii), this calculation will not take into account scheduled annual general wage increases or any other items of actual compensation (e.g., sales bonuses and commissions, any before tax contributions made to a 401(k) plan and any team-oriented short-term incentives) on or after the Transition Date.

- c. The associates identified on the attachment hereto, all of whom have more than 60 months of pension compensation but are expected to be in the wage progression schedule as of the Transition Date, will be subject to a special “roll forward” determination of their frozen pension compensation as of the Transition Date. The frozen pension compensation will be calculated effective as of the Transition Date by recognizing (i) scheduled progression increases in the basic wage rate under the applicable wage progression schedule until the end of the month in which the associate has attained the highest wage progression and (ii) the monthly average of the applicable pension compensation (exclusive of basic wages) as of the Transition Date for the same months to which the roll forward in (i) applies. With respect to both (i) and (ii) in the preceding sentence, this special roll forward determination will only apply until the end of the month in which each associate covered by this special determination attains the highest wage progression in the applicable wage progression schedule, and then that month will define the end of the 60 months of pension compensation for the associate. This calculation of the frozen compensation under the pension formula will be used for both the “A” and “B” benefit in paragraph 2(a) above. Other than the adjustments in (i) and (ii), this calculation will not take into account scheduled annual general wage increases or any other items of actual compensation (e.g., sales bonuses and commissions, any before tax contributions made to a 401(k) plan and any team-oriented short-term incentives) on or after the Transition Date.
- d. Contingent upon ratification on or before December 13, 2013 of the 2013 Proposal for Settlement the following will apply. For

- associates eligible for awards under the Team Performance
- e. Award or the LiveSource Incentive Compensation Plan, actual awards under these two plans after the Transition Date will be considered in determining an associate's frozen pension compensation amount as of the Transition Date, if any such actual award would increase that component of an associate's frozen pension compensation amount as of the Transition Date. Any adjustment under this paragraph (d) to an associate's frozen pension compensation amount as of the Transition Date will then be used for both the "A" and "B" benefit in paragraph 2(a) above.

**MEMORANDUM OF AGREEMENT
PENSION PLAN – PENSION MINIMUMS**

1. Frontier California Inc. and IBEW Local Union No. 543 agree to the provisions of the Frontier Communications Pension Plan ("Pension Plan"), subject to certain changes set forth in the 2013 bargaining agreement between the parties.
2. Subject to the Memorandum of Agreement entitled Pension Benefits, originally dated November 19, 2013, the following annual pension minimums for eligible employees are as follows:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$14,600
35 but less than 40 years	\$12,800
30 but less than 35 years	\$11,100
25 but less than 30 years	\$9,300
20 but less than 25 years	\$7,500
15 but less than 20 years	\$5,900

**MEMORANDUM OF AGREEMENT
PENSION PLAN SURVIVOR BENEFITS**

1. Frontier California Inc. and IBEW Local Union No. 543 agree to continue the pension plan survivor benefits outlined in the Frontier Communications Pension Plan ("Pension Plan") This MOA shall not apply to employees identified as Pension New Hires in the Pension Benefits MOA who were hired on or after January 1, 2014.
2. The pre-retirement survivor pension benefit provisions of the Pension Plan provides a pre-retirement survivor pension benefit for an employee

who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.

3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
5. Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than twenty-five (25) years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.
6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age sixty-five (65). An actuarially reduced benefit may be payable before age sixty-five (65) if the vested employee would have been eligible for an earlier commencement.
7. In addition, the Pension Plan shall be amended to allow an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.

MEMORANDUM OF AGREEMENT
PERFORMANCE STANDARDS

Frontier California Inc. and IBEW Local Union No. 543 agree that if the Company determines there is a need to either revise or implement performance standards, the parties will meet to discuss the provisions of the performance plan. If the Company and the Union agree on the provisions of the plan, it will be implemented accordingly. If the parties cannot agree, the Company reserves the right to implement or revise the plan at its discretion. The Union reserves their ability to exercise their rights under the grievance and arbitration provisions in the collective bargaining agreement

MEMORANDUM OF AGREEMENT
PERSONAL LINES OF INSURANCE

1. Frontier California Inc. agrees to continue, without endorsement, the opportunity for regular full or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.

**MEMORANDUM OF AGREEMENT
PRESCRIPTION IDENTIFICATION CARD (PIC)**

1. Frontier California Inc. and IBEW Local Union No. 543 agree to offer the Prescription Identification Card (PIC), for employees who retire during the term of this Agreement and receive benefits under the Retiree medical Benefits MOA ("Eligible Participants"),
2. PIC is not available to Eligible Participants in Other Medical Options.
3. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
4. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the Eligible Participant will be limited to those changes applicable to salaried employees.

**Memorandum of Agreement
Principles for The Assignment of Work**

The following agreement applies to the IBEW-represented California operations the Company is acquiring from Verizon Communications Inc. and will become effective upon the date of the Closing.

To better enable the Company to meet its ever-increasing competitive challenges, the Company needs the operational flexibility to improve the customer experience by utilizing a "single tech out" approach to assigning work, as it currently does in all other Frontier locations.

1. In assigning work to employees, the primary objective is to utilize all employees in a common-sense manner to complete work, wherever possible, in a single dispatch or work assignment.

It is recognized, however, that each job classification has its own set of primary job duties and functions (job content) and will continue to be differentiated by their job

content. This Article is not intended to change the primary content of the various job classifications.

2. Accordingly, when an employee is assigned work within his or her job classification, and it is necessary, in order to complete that entire job or work assignment, for the employee to perform work outside of his or her classification, the employee may perform (or be assigned to perform) any of the associated out-of-classification work, provided the employee has, in the Company's judgment, the training, experience, qualifications, and/or equipment needed to safely complete the entire job in a single dispatch or work assignment.
3. Employees are expected to continue the practice of notifying their supervisor if they believe they are unable to safely complete an entire job in a single dispatch or work assignment due to unsafe conditions or due to lack of experience, qualifications and/or equipment. In order to complete a job in a single dispatch and/or work assignment, as provided for in Section 2 above, if an employee needs to perform work that is normally performed by a different classification and/or work group, the employee may complete the job during the scheduled and nonscheduled hours of the classification and/or work group that would normally perform the work in question.
4. It is not the Company's intent to utilize these provisions to avoid filling Equipment Maintainer positions, understanding that technological changes continue to impact central office staffing.
5. When local management plans to implement the assignment principles contained in this MOA in a particular work group or groups, the Local Union will be notified of such plans within a reasonable time frame in advance. Local management and union representatives will meet to discuss the plans for implementation; management will consider any input provided by the Union on those plans. These discussions will include collaboration on creating or maintaining processes or protocols to assure that when out of classification work is performed, the integrity of the Company's telecommunications facilities and equipment is protected; for example, (1) the use of patch cords for moving jumpers so that the frame remains well-maintained and (2) assuring line card inventory processes are followed. In carrying out the "single tech out" principles of this MOA, all technicians must adhere to all policies and protocols designed to assure that when out of classification work is performed, the integrity of the Company's telecommunications facilities and equipment is protected.
6. To the extent that former California Verizon outside field technicians have been performing central office work at their own discretion and without following policies and protocols designed to assure that the integrity of the Company's

telecommunications facilities and equipment is protected, the Company (Frontier) will not allow this to continue. Instead, technicians must first receive coverage/training on policies and protocols designed to assure that the integrity of the Company's telecommunications facilities and equipment is protected.

As implementation plans are put into place, the local management and union representatives will meet periodically to discuss the progress being made and any concerns over the implementation. Representatives of the Local Union may be present for the meetings described above.

MEMORANDUM OF AGREEMENT
PRIORITIES FOR FILLING VACANCIES

This Memorandum of Agreement establishes mutual understanding of the parties that vacancies to be filled will be done so in the following order of priorities:

- 1st Persons returning from military leave (Article 34, Section 2.1).
- 2nd Persons returning in accordance with Sections 1 and 2 of the Memorandum of Agreement concerning failure of basic training.
- 3rd Persons returning from a medical leave of absence (Industrial Injury).
- 4th Persons returning from a medical leave of absence (other reasons).
- 5th Persons requesting transfer to previous job class and work locations who have been force realigned (Article 8, Section 1.5).
- 6th Company initiated transfer to identical job title between work locations (Article 34, Section 5).
- 7th Employees being force realigned (Article 8, Section 1.3).
- 8th Employees being rehired from layoff (Article 9, Section 6).
- 9th Requests for transfer for health reasons (Article 34, Section 2).
- 10th Persons transferring from a part-time position to their previous full-time position in accordance with the Memorandum of Agreement concerning such transfers due to a work and family conflict.
- 11th Persons returning from leave of absence for personal reasons (Article 24, Section 1.1) other than medical leave.

- 12th Qualified applicants with bids on file (Article 34, Section 4).
- 13th Company initiated transfers, promotion or employment (Article 1, Section 1), (Article 34, Section 3).

**MEMORANDUM OF AGREEMENT
RETIREE LIFE INSURANCE**

1. Frontier California Inc. and IBEW Local Union No. 543 agree to make available to employees who retire on or after April 1, 2016 with a service or disability pension under the Frontier Communications Pension Plan a \$10,000 retiree life insurance benefit.

**MEMORANDUM OF AGREEMENT
SUBSTANCE ABUSE POLICY**

The Company is committed to maintaining a workplace free from drugs or alcohol and is obligated to comply with the requirements of the Drug Free Workplace Act of 1988, as well as the special Department of Defense drug free workforce rules for specific government contracts.

The Company has developed and implemented a policy on substance abuse which applies to all employees. The revision of this policy incorporates those requirements listed above.

Additionally, the Company reserves the right to take appropriate measures to comply with restrictions or procedures placed on our company and its employees by our customers.

**MEMORANDUM OF AGREEMENT
SUPPLEMENTAL TERM LIFE INSURANCE**

Frontier California Inc. agrees to continue to make available, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.

For a summary of details refer to the Life Insurance Summary Plan Description (SPD).

Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.

MEMORANDUM OF AGREEMENT
TEAM PERFORMANCE AWARD

1. Frontier California Inc. and IBEW Local Union No. 543 agree to continue the Team Performance Award set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Team Performance Award.
3. This Memorandum of Agreement and its Attachment expire December 31, 2022, with a payout for 2022 to be made as provided in the attached MOA.

TEAM PERFORMANCE AWARD – EXPIRES 12/31/22

1. Frontier California Inc. and IBEW Local Union No. 543 agree to continue a Team Performance Award, which will provide participating employees the opportunity to earn compensation based upon collective/team performance results.
2. ELIGIBILITY
All full-time and part-time regular hourly employees are eligible to receive an award if they are on a TPA Team for thirty (30) calendar days or more. Employees on other Incentive plans are not eligible, i.e., National Sales, Retail, LiveSource.
3. AWARDS
Awards are based on performance toward objectives over the period of a calendar year. An award amount is determined for the applicable calendar year, a percentage of which may be earned by eligible employees, depending on team performance during that calendar year. The payout ranges from 0% to 120% of an established target.

The range of the Team Performance Award payout is as follows:

Each annual target award is 4% payable in April of the following year.
The range is 0% to 120% based on achievement of objectives.

Employees transferring between or changing teams for any reason during the year will receive an award based upon the team in which they reside at the end of the calendar year (December 31). Awards will not be prorated based on time spent with each team.

An employee who resigns, is laid off, terminated, dies or retires during the calendar year is eligible for a prorated Team Performance Award if all other eligibility requirements have been met. *

* In case of Termination for Cause the individual situation will be reviewed to determine if the individual is eligible for an award.

Employees on approved military leave of absence who have one year or more service will be given full wage credit up to three (3) months toward the Team Performance Award. Employees on any other unpaid leave will have cumulative leave time excluded from award computation.

4. TIME OFF FOR UNION ACTIVITIES

Excused time off for union activity will be counted as time worked when computing Team Performance Awards.

5. BENEFITS TREATMENT

Team Performance Award payments are recognized in the calculation of Pension Plan benefits, Group Life Insurance, and the Hourly Savings Plan. Such payments will be applicable in the year payment is received. This is in accordance with Frontier benefit plan definitions.

All other benefits are in accordance with the collective bargaining agreement and are based on rates shown in the hourly wage schedules.

6. TAXES, PERSONAL ALLOTMENT

Deductions for federal, state, and local tax liabilities will be made in accordance with lump sum distribution tax laws.

Personal allotments such as savings bonds and United Way contributions will not be made.

7. UNION DUES

Applicable Union dues will be deducted from Team Performance Award.

8. OVERTIME

Overtime payments will be based on an hourly rate which includes both base and Team Performance Award payments.

An employee's hourly wage Team Performance Award rate for overtime payments will be calculated as follows:

The hourly rate will be equal to actual Team Performance Award divided by 2080 hours.

Example of Team Performance Award Overtime payment using Team Performance Award hourly rate:

An employee's Team Performance Award Payment equals \$2080. The employee worked 100 hours of overtime in the award year at a time and one-half rate (100 X 1.5 = 150 hours paid).

EXAMPLE:

$$\frac{\$2080}{2080} = \frac{\text{TPA HOURLY RATE}}{1.00} \times \frac{\text{OVERTIME HOURS PAID}}{150 \text{ Hours paid}} = \frac{\text{TPA OVERTIME PAYMENT}}{\$150.00}$$

The overtime-incentive payment is not included in benefit plan calculations.

A Team Performance Award overtime payment will be included in the award payout.

9. OBJECTIVES/MEASURES

All hourly employees will normally be assigned to teams based on their functional area of responsibility. Teams may consist of a few employees or many.

Each team will be given a set of objectives linked to, but not limited to, one or more of these performance areas:

- Quality/Value of services delivered
- Productivity
- Expense Budget
- Revenue

Teams that satisfy a minimum level of performance will receive an incentive payment. If that minimum level of performance is exceeded, the incentive payment will be larger. Each member of a team will receive the same percentage of target award that the team achieved. An example would be as follows:

<u>Level of Performance</u>	<u>Percent Target Award</u>
Below Minimum	0%
Minimum to Target	10-99%
Target	100%
Over Target to Maximum	101-120%

10. The Company reserves the right to establish objectives and determine performance results. The objectives, the performance results, or any part of the Team Performance Award shall not be subject to the grievance or arbitration provisions of the Collective Bargaining Agreement.

11. Prior to the announcement of objectives and performance targets for the applicable year, Company representatives will meet with Union representatives to review the rationale for such objectives and targets.
12. MODIFICATION OF THE TEAM PERFORMANCE PLAN
Frontier may at any time modify, in part or in whole, the Team Performance Award Plan. Any modification shall not affect awards already earned under this plan.
13. TERMINATION OF THE TEAM PERFORMANCE PLAN
The suspension or termination must be by mutual agreement of the parties.

**MEMORANDUM OF AGREEMENT
TECHNOLOGY MEETINGS**

In an effort to increase awareness of significant technological changes and its affect and impact on the Company, Union, employee and customers, the Company and Union Bargaining Committees will meet at least semi-annually to discuss:

- New systems being considered for pilot projects.
- Progress and status of ongoing pilot projects.
- Potential training and retraining requirements necessitated by the adoption of new technology.

**MEMORANDUM OF AGREEMENT
TEMPORARY EMPLOYEES BEYOND 6 MONTHS**

In order to minimize the possibility of force realignments and/or layoffs, the Company and Union have identified a need to employ and utilize temporary employees beyond six (6) months as defined in Article 6, Section 14 of the Agreement.

For temporary employees, whose continuous employment extends beyond six (6) months, the Company and Union agree to the following:

1. Upon the completion of six (6) months of employment a temporary employee will receive and or be eligible for:
 - a. Progressive Wage increases in accordance with the schedule of basic wage Increases.
 - b. Participation in the Group Life Insurance Plan.
 - c. Medical and Dental as provided under the Collective Bargaining Agreement.

- d. Vacation upon completion of one (1) year of employment and in accordance with Article 22 of the Agreement.
 - e. Involuntary Separation pay – forty (40) hours at employee's current rate of pay will be paid to temporary employees upon separation from the Company if they have at least one (1) year of continuous employment.
2. The discharge of temporary employees beyond six (6) months of employment will be subject to the grievance procedure of the Agreement but will not be subject to arbitration.

Either the Company or the Union may rescind this Memorandum of Agreement by written notice effective thirty (30) days from receipt of such notice by either party.

It is further understood that such written notice to rescind this Agreement, from the Union to the Company, would constitute that the Company would not extend temporary employees with more than six (6) months employment beyond two (2) additional months from the date of receipt by the Company.

The Company shall provide the Union a list of all temporary employees that exceed six (6) months of continuous employment. The listing will include employee name, building code (BC), classification and employment date.

Furthermore, it is agreed that as a result of this Agreement, any timely grievance currently in process that concerns the terms and conditions of this Agreement shall be considered resolved.

MEMORANDUM OF AGREEMENT
THIRD PARTY MEDICAL

Frontier California Inc. and IBEW Local Union No. 543 agree that in addition to the grievance procedures set forth in Article 12 of the collective bargaining agreement, disputes regarding non-payment of sickness and accident benefits may be submitted to the appeal process established by the Company's benefit administrator.

All costs of any such appeal will be borne by the Company, including, but not limited to, the cost of any necessary independent medical examiner.

MEMORANDUM OF AGREEMENT
TRAINING COMMITTEE

Frontier California Inc. and IBEW Local Union No. 543 agree to establish a joint committee of three (3) management and three (3) union representatives to discuss matters of mutual concern regarding employee on-the-job peer to peer and vendor specific training within Customer Operations, Outside Plant and Network Operations. The goal is to draft and implement an action plan to improve the skillsets of all employees within their Technical Classifications.

The parties agree to have discussions regarding the recruitment of high school graduate students and non-traditional candidates in classifications identified by the committee.

MEMORANDUM OF AGREEMENT
TRAINING FAILURE

This Memorandum of Agreement sets forth the procedures to be followed when a regular employee does not successfully complete the "basic" training course(s) applicable to that classification. Upon receiving a transfer to a different classification, each regular employee will be given an opportunity to learn, in an orderly sequence, all phases of the work necessary to carry out his/her job. Orderly sequence means attending the Company's applicable basic courses in the appropriate order.

In the event a regular employee does not satisfactorily complete a basic training course as outlined above, the Company shall reassign or release any contractor's employee who would affect any provision of this agreement.

1. In the event a regular employee does not satisfactorily complete a basic course, he/she will be returned to his prior classification at his prior work location if an uncommitted vacancy exists.
2. If no uncommitted vacancy, in his/her prior classification, exists at his/her prior work location, he/she will be offered work in his/her prior classification within the "geographic location" (as defined in Article 8, Section 1.2) of his/her prior work location provided an uncommitted vacancy exists and he/she is the most senior of all bidders or a no bid condition exists.
3. If there are no openings in the employee's prior classification, for a period of thirty (30) work days, the Company will implement one of the following options:

- (a) Retain on his present job
- (b) Loan to his prior classification
- (c) Loan to another classification

During this period of time, the Company shall allow the employee to fill any uncommitted vacancy in his prior classification within his prior "geographic location" (as defined in Article 8, Section 1.2) provided he is the most senior of all bidders or where a no bid condition exists.

4. If the Company cannot place the employee in "3" above, the employee will be offered any uncommitted vacancy, for which he/she can qualify, within his/her prior "geographic location" (as defined in Article 8, Section 1.2) if he/she is the most senior of all bidders or where a no bid condition exists.
5. If no vacancies for which the employee can qualify are available at the end of the thirty (30) work days, the employee will be offered, if qualified, the job of the least senior full-time employee within the "geographic area" (as defined in Article 8, Section 1.1.1) of his/her prior work location. The Company and Union agree that any employee displaced under this provision will be offered an identical position within the Company where a no bid condition exists, or may elect to voluntarily receive \$1,100 less withholding taxes, for each completed year of accredited service, up to and including thirty (30) years, for a maximum of \$33,000 prior to withholding taxes. This is not prorated for any partial year of service. In addition to the aforementioned separation pay, the employee will be eligible for an allowance, not to exceed \$750 less withholding taxes, for each completed year of accredited service, to a maximum of \$3,750 prior to withholding taxes. The allowance is not prorated for any partial year of service. Those employees who have previously received termination benefits of any kind shall be eligible for benefits as detailed above based on their most recent date of hire, in lieu of accredited service date, as outlined earlier in this paragraph.
6. Employees placed in a lower paying classification from their original classification as outlined in Section 4 and 5 above will, at the time of reclassification have their basic hourly wage rate decreased by one-fourth and by an additional one-fourth at each eight-week interval until their wage rates are reduced to the appropriate wage step of the new wage schedule.
7. As provided for in this agreement, if an employee declines placement or is not qualified for placement under the provisions of Sections one

(1) through five (5), he will be entitled to voluntarily accept the pay provisions in Section 5 above.

-or-

If the employee declines placement, as provided for in this Agreement, he will be considered to have voluntarily resigned. If the employee is not qualified for placement under the provisions of Sections one (1) through six (6) of this Agreement, he will receive a separation allowance equivalent to that specified in Article 9, Section 1.2. Any employee eligible for a service pension will not receive a separation allowance.

8. If an employee who has received monthly benefit pay, termination benefits pay or separation allowance is reengaged, and the number of weeks since the effective date of leaving is less than the number of weeks or months pay upon which the separation allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment of this amount shall be made at the time of reemployment or through payroll deductions each payroll period at the rate of at least ten (10) percent of the employees basic wage rate until the amount is fully repaid.
9. In the event the employee selects a job in a classification other than his original classification, he may, at management's discretion, be subject to the provisions of Article 34, Section 4.3.
10. For the purpose of this agreement, "geographic area" will be defined in Article 8, Section 1.1.1 and "geographic location" as defined in Article 8, Section 1.2
11. The Company will adhere to the provisions of Article 34, Section 3.2 when an employee is transferred as a result of not successfully completing a basic training course.
12. Wage treatment will be in accordance with Article 28.
13. Any employee transferred under the provisions of this Agreement will be responsible for his own moving expenses.
14. This Agreement shall be subject to the grievance and arbitration procedures as provided for in Article 12 of the Labor Agreement.

MEMORANDUM OF AGREEMENT
VACATION BANKING

1. Frontier California Inc. and IBEW Local Union No. 543 agree that eligible employees may utilize any remaining banked vacation they have, as follows:
2. Future scheduling of accumulated banked vacation time is subject to advanced written application and approval.
- .3. Effective August 1, 2014, employees were no longer be able to bank additional vacation week(s), regardless of the terms of the respective Collective Bargaining Agreements. The Company and the Union agree that this does not affect employees' eligibility to carry-over vacation (without banking) as provided in the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT
VACATION DONATION

The Company and the Union agree to permit employees to donate their vacation time to their coworkers subject to the following guidelines:

1. The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family as defined in Article 32, section 3.2.1 or due to an unexpected dire situation.
2. Employees must exhaust all eligible paid time prior to utilizing donated vacation.
3. The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.
4. Each employee may donate up to five (5) vacation days. Donating employees must be from the same department as the receiving employee.
5. Once the Company determines that an employee's situation qualifies to receive donated vacation, the Department Manager and local Union Representative will let employees know about the option to donate a vacation day(s) to their coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.
6. The employee in need cannot personally solicit other employees to donate their vacation.
7. None of the provisions of this agreement are subject to the grievance or arbitration process.
8. This agreement can be cancelled by either party with thirty (30) days' notice.

MEMORANDUM OF AGREEMENT
VACATION / HOLIDAY SCHEDULING PRIORITY

This memorandum sets forth the guidelines to be followed in the assignment of Vacation / Holiday time.

1. Week-at-a-time current year and carryover vacation (in accordance with Article 22).
2. Day-at-a-time current year and carryover vacation (in accordance with Article 22).
3. Personal Holidays (in accordance with Article 23).
4. Banked Vacation (in accordance with Banked Vacation MOA).
5. Excused Time (in accordance with Article 22, section 5).

Additionally, when an employee cancels previously approved vacation or holiday time, with service requirements permitting, management will notify the work group of the opportunity to request the available vacation or holiday time.

MEMORANDUM OF AGREEMENT
VEHICLE MAINTENANCE TECHNICIAN DIFFERENTIAL

Frontier California Inc. and IBEW Local Union No. 543 agree that Vehicle Maintenance Technicians who possess a valid Smog Check Inspector License and Smog Check Repair License will receive a one (1) dollar per hour differential for all hours actually worked, vacation pay, and Company holidays. This differential will be included as part of the employee's rate for the purpose of calculating overtime. This differential will not be paid during periods covered by sick benefits or any other time not specified above.

The Company will pay for the cost of successfully re-certifying for "Smog Check Inspector License" and "Smog Check Repair License."

This differential will not be paid to employees previously grandfathered from the requirement to possess this certification unless they obtain it. The differential will not be paid if an employee temporarily allows his certification to become invalid.

MEMORANDUM OF AGREEMENT
RETIREE MEDICAL BENEFITS

Frontier California LLC (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 543 (“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 a retiree 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 retiree would have normally 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.
2. In order to be eligible for Retiree Medical Benefits, employees must be eligible for a Service or Disability pension under the applicable provisions of 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. For retirees not described in paragraph 5 below, in order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to paragraph 6 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule(s):

(a) For eligible employees who retire during the term of this Agreement:

<u>Years of Service at Retirement</u>	<u>Company Contribution</u>	<u>Retiree Contribution</u>
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 September 12, 2010 but prior to **January 13, 2023**. A New Hire also includes any employee who was rehired on or after September 12, 2010 but prior to **January 13, 2023** and who was not entitled to a Service or Disability pension under paragraph 2 above at the time of his or her prior employment termination. A New Hire meeting the eligibility criteria in paragraph 5(b) below shall be eligible for the benefit provisions described below in paragraph 5(c) upon retirement from the Company. A New Hire shall not be entitled to Retiree Medical Coverage described in paragraphs 1 through 4 and 6 through 8 of this Memorandum of Agreement.

(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, beginning on the first day of the month following the employee's retirement date, until the Ending Date, of \$400 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years). In the event of the death of a New Hire receiving the annual benefit prior to the Ending Date or the retiree becomes eligible for Medicare due to disability, the annual benefit provided in this paragraph (c) shall continue for the retiree's dependents, if any, until the Ending Date (meaning when the retiree would have normally become eligible for Medicare), provided that the dependents otherwise remain eligible and covered under the terms of the Plan. 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. For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue the annual benefit provided in this paragraph (c) beyond the Ending Date under any circumstance and that the annual benefit shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.
 - (d) A "2023 New Hire" is any employee whose date of hire is on or after **January 13, 2023**. A 2023 New Hire also includes any employee who is rehired on or after **January 13, 2023** and who was not entitled to a Service or Disability pension under paragraph 2 above at the time of his or her prior employment termination. A 2023 New Hire shall not be entitled to any benefits under this Memorandum of Agreement.
6. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after April 1, 2016 who are not retirees described in paragraph 5 above.
- (b) When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below, the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

Coverage Category	Capped Retiree Medical Benefits Premium
Retiree only (primary coverage)	\$11,500 (Annual)
Retiree plus one dependent coverage	\$23,000 (Annual)
Family coverage	\$26,000 (Annual)

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

7. In order to receive Retiree Medical Benefits, 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 set forth in paragraph 6 above is based upon the \$400 deductible coverage option. If the retiree elects the \$200 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option. If the retiree elects the \$1,000 deductible coverage option, the Retiree Contribution Amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option (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 paragraph 6, the Company Contribution amount for all coverage options, including the \$200 deductible coverage option and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
9. The level and administration of the Retiree Medical Benefits or the benefits described in paragraph 5; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate

health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth set forth in the Collective Bargaining Agreement.

10. This Memorandum of Agreement is effective on **January 13, 2023**, and shall expire on August 30, 2025. The parties specifically agree that the Retiree Medical Benefits described herein shall terminate on the Ending Date, that this Memorandum of Agreement shall terminate on August 30, 2025, and that no terms and conditions set forth in this Memorandum of Agreement shall survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.
11. **Accretion of Patterson, California Bargaining Unit**: In accordance with the evergreen provisions of the Accretion MOA signed on January 18, 2018, the following employees are exempted from this MOA:
 - a) Jesse Mota
 - b) Gregory Gomes
 - c) Joseluis Godinez
 - d) John Matteri
 - e) James Maya
 - f) Charles Cabral
 - g) William Debenedictis

MEMORANDUM OF AGREEMENT
VOLUNTARY EXCUSED TIME LEAVE OF ABSENCE

1. Frontier California Inc. and IBEW Local Union No. 543 agree to the provisions concerning a Voluntary Excused Time Leave of Absence set forth in this Memorandum of Agreement.
2. The purpose of a Voluntary Excused Time Leave of Absence shall be to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Excused Time Leave of Absence would be in lieu of the layoff provisions as provided for in Article 9 of the Collective Bargaining Agreement.
3. The total period of a Voluntary Excused Time Leave of Absence will not exceed four months. Voluntary Excused Time Leaves of Absence will be offered by seeking volunteers from the affected classification

and reporting location. This will be done at least thirty (30) days prior to the effective date. The decision to offer Voluntary Excused Time Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Excused Time Leaves of Absence authorized, the location and the classification affected will be at the sole discretion of Management.

4. If the number of volunteers is not sufficient, Management may then layoff the excess remaining employees in accordance with Article 9 of the Collective Bargaining Agreement. If more employees volunteer than needed Management will allow the most senior of the volunteers to take the Voluntary Excused Time Leave of Absence.
5. While on a Voluntary Layoff Leave of Absence, eligible employees shall continue to receive Company paid life insurance, medical/dental insurance and telephone concession benefits to the extent provided to active employees as provided under the Collective Bargaining Agreement.
6. Employees granted a Voluntary Excused Time Leave of Absence will be required to take all unused or remaining vacation (or bank if eligible) and personal holiday time prior to the end of the calendar year in which the leave is to begin. In addition, employees will be required to use all vacation time (or bank if eligible) scheduled during the month(s) of the calendar year in which the Voluntary Excused Time Leave of Absence ends.
7. All Voluntary Excused Time Leave of Absences are without pay and are subject to approval by Management. Employees are not eligible for short term disability benefits during this time. Application of unemployment compensation will not be contested by the Company.
8. This agreement shall in no way limit Management from using other company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Excused Time Leave of Absence.
9. Employees granted a Voluntary Excused Time Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Excused Time Leave of Absence.
10. At the end of the approved Voluntary Excused Time Leave of Absence, employees will be returned to their previous classification and reporting location.

11. Employees are required to return to work on the agreed upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's sickness disability benefits, the employee may apply for sickness disability benefits for the remainder of the time that would normally be covered by sickness disability benefits.
12. All contractual provisions of the Collective Bargaining Agreement which cover adjustments to the work force will apply to these volunteers for the duration of the Excused Time Leave of Absence if the provisions are exercised by the Company.

MEMORANDUM OF AGREEMENT
VOLUNTARY PART-TIME ASSIGNMENT

1. Frontier California Inc. and International Brotherhood of Electrical Workers Local Union 543 agree to the provisions concerning a Voluntary Part-Time Assignment set forth in this Memorandum of Agreement.
2. The purpose of a Voluntary Part-Time Assignment shall be to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Part-Time Assignment would be in lieu of the layoff provisions as provided for in Article 9 of the Collective Bargaining Agreement.
3. The total period of a Voluntary Part-Time Assignment will not exceed four months. Voluntary Part-Time Assignments will be offered by seeking volunteers from the affected classification and reporting location. This will be done at least 30 days prior to the effective date. The decision to offer Voluntary Part-Time Assignments, the time frame or duration of the assignment, the number of Voluntary Part-Time Assignments authorized, the location and the classification affected will be at the sole discretion of Management.
4. If the number of volunteers is not sufficient, Management may then layoff the excess remaining employees in accordance with Article 9 of the Collective Bargaining Agreement. If more employees volunteer than needed Management will allow the most senior of the volunteers to take the Voluntary Part-Time Assignment.

5. While on a Voluntary Part-Time Assignment, eligible employees shall continue to receive benefits to the extent provided to all other active full-time employees as provided for under the Collective Bargaining Agreement. Application of unemployment compensation will not be contested by the Company.
6. Part-Time work schedules will be assigned at Management's discretion based on the needs of the service.
7. All Voluntary Part-Time Assignments are subject to approval by Management.
8. This agreement shall in no way limit Management from using other company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Part-Time Assignment.
9. At the end of the approved Voluntary Part-Time Assignment, employees will be returned to a full-time work schedule.
10. Upon returning to a full-time work schedule, employees' service and seniority will not be adjusted due to the Voluntary Part-Time Assignment.
11. Employees are required to return to a full-time work schedule on the agreed upon date. Failure to return to a full-time work schedule on the expected return date, for other than a personal compelling reason as determined by management, will result in termination of employment.

MEMORANDUM OF AGREEMENT
VOLUNTARY TERMINATION BONUS

Frontier California Inc. and IBEW Local Union No. 543 agree to the following:

1. Any employee who makes a voluntary election to leave the service of the Company pursuant to an Income Security Plan offer made during the life of this agreement and who does separate from the Company pursuant to that offer shall receive a Voluntary Termination Bonus consisting of, as applicable:
 - A lump-sum payment of \$10,000, less taxes and withholdings, in addition to the ISP for which the employee is otherwise eligible; and,

- For those not otherwise eligible, six months of continuation medical coverage under the terms of the Collective Bargaining Agreement and the employee's coverage in effect at the time of separation.
2. No matter concerning the Voluntary Termination Bonus or differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT

WORK-AT-HOME PROVISIONS

SECTION 1. GENERAL

- 1.1 The Company and the Union hereby agree to the creation of a Work-At-Home (hereinafter "WAH") program for certain Offline functions performed by employees represented by the Union.

The Company reserves the right to determine the Offline job functions to be performed in the WAH program and the number of employees who may participate in the WAH program. The wages, benefits coverage and eligibility, and other terms and conditions of employment for employees who Work-At-Home shall be governed by the applicable provisions of the local Collective Bargaining Agreement (hereinafter "the CBA"), except as modified by the following terms, conditions and principles for the Work-At-Home program.

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.
- 2.3 The Company reserves the right to create and/or modify reasonable eligibility criteria for participation in the WAH program. The Company will notify the Union of any such creation and/or modification of eligibility criteria.

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.

- 3.2 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.

- 4.3 A room with good lighting (overhead lighting and a desk lamp if needed), and appropriate temperature control.

- 4.4 A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.

- 4.5 Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards.

- 4.6 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.

- 4.7 High-Speed Internet access meeting technical and other requirements.

- 4.8 No deed, lease, condominium, HOA or co-op restrictions which would be violated by performance of the work at the residence.

- 4.9 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.

- 4.10 An employee may designate only one remote WAH location, with Company approval.

SECTION 5. EQUIPMENT AND EXPENSES

- 5.1 The Company will supply employees with a chair to be used for working at home, will provide an allowance of \$150 for purchasing a workstation, and bear the cost of the equipment and services it determines are needed to perform the duties and responsibilities of the employee's job.
- 5.2 All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee. When an employee is terminated or resigns, he or she shall make arrangements with his or her supervisor and make the Company-supplied equipment available for pick up by the Company within 5 days of such termination.

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 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 ETHICS; PROTECTION OF CUSTOMER INFORMATION; COMPANY EQUIPMENT

7.1 Employees must comply with Company rules and policies including the Frontier Communications Code of Ethics. Employees will be required to establish and maintain safeguards that will protect from theft, abuse or misuse of all Company records and property, including all customer information, located in or accessible from, their premises. In addition, they must take all necessary steps to protect the secrecy of communications and the confidentiality of customer information and communications. Employees are not permitted during non-working hours to log into the Company systems used to perform their jobs. Working outside of a scheduled tour or approved overtime is strictly prohibited, and this includes checking, reading, or responding to e-mails and receiving or making work-related telephone calls.

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

SECTION 8. EMPLOYEE SAFETY; ERGONOMICS

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

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

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 tour will be paid.
- 10.3 An employee is required to notify his/her manager at least four weeks, provided there are no extenuating circumstances, in advance of any planned change of residence.
- 10.4 Participants may be required to report to Company or non-Company locations for purposes such as, but not limited to, supervisor meetings, training sessions and policy/practice coverage. A workspace will be provided whenever employees are required to report to a designated location or are authorized to work at a location other than home.
- 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.
- 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.

**MEMORANDUM OF AGREEMENT
WORKGROUP**

In the event that local management determines the necessity to revise their workgroups, the Company will meet with a local Union representative to discuss the impact on job assignments, vacations, personal holidays and scheduling. The Company will ensure that these discussions take place prior to implementing new or revised workgroups.

WAGES

Effective Date: August 29, 2021	2.0%
Effective Date: February 27, 2022	1.5%
Effective Date: August 28, 2022	1.5%
Effective Date: February 26, 2023	1.5%
Effective Date: September 3, 2023	1.5%
Effective Date: March 3, 2024	2.0%
Effective Date: September 1, 2024	2.0%
Effective Date: March 2, 2025	1.5%

Schedule of Basic Wages

Wage Schedule C-3

	2.00%	1.50%	1.50%	1.50%	1.50%	2.00%	2.00%	1.50%
	8/29/2021	2/27/2022	8/28/2022	2/26/2023	9/3/2023	3/3/2024	9/1/2024	3/2/2025
Start	\$15.38	\$15.61	\$15.84	\$16.08	\$16.32	\$16.65	\$16.98	\$17.23
6 Mo.	\$16.51	\$16.76	\$17.01	\$17.27	\$17.53	\$17.88	\$18.24	\$18.51
12 Mo.	\$17.60	\$17.86	\$18.13	\$18.40	\$18.68	\$19.05	\$19.43	\$19.72
18 Mo.	\$19.03	\$19.32	\$19.61	\$19.90	\$20.20	\$20.60	\$21.01	\$21.33
24 Mo.	\$20.55	\$20.86	\$21.17	\$21.49	\$21.81	\$22.25	\$22.70	\$23.04
30 Mo.	\$22.29	\$22.62	\$22.96	\$23.30	\$23.65	\$24.12	\$24.60	\$24.97
36 Mo.	\$24.34	\$24.71	\$25.08	\$25.46	\$25.84	\$26.36	\$26.89	\$27.29
42 Mo.	\$26.76	\$27.16	\$27.57	\$27.98	\$28.40	\$28.97	\$29.55	\$29.99
Top	\$29.71	\$30.16	\$30.61	\$31.07	\$31.54	\$32.17	\$32.81	\$33.30

Vehicle Maintenance Assistant

Wage Schedule C-5

	2.00%	1.50%	1.50%	1.50%	1.50%	2.00%	2.00%	1.50%
	8/29/2021	2/27/2022	8/28/2022	2/26/2023	9/3/2023	3/3/2024	9/1/2024	3/2/2025
Start	\$15.86	\$16.10	\$16.34	\$16.59	\$16.84	\$17.18	\$17.52	\$17.78
6 Mo.	\$17.03	\$17.29	\$17.55	\$17.81	\$18.08	\$18.44	\$18.81	\$19.09
12 Mo.	\$18.39	\$18.67	\$18.95	\$19.23	\$19.52	\$19.91	\$20.31	\$20.61
18 Mo.	\$19.93	\$20.23	\$20.53	\$20.84	\$21.15	\$21.57	\$22.00	\$22.33
24 Mo.	\$21.83	\$22.16	\$22.49	\$22.83	\$23.17	\$23.63	\$24.10	\$24.46
30 Mo.	\$23.99	\$24.35	\$24.72	\$25.09	\$25.47	\$25.98	\$26.50	\$26.90
36 Mo.	\$26.46	\$26.86	\$27.26	\$27.67	\$28.09	\$28.65	\$29.22	\$29.66
42 Mo.	\$29.52	\$29.96	\$30.41	\$30.87	\$31.33	\$31.96	\$32.60	\$33.09
Top	\$32.97	\$33.46	\$33.96	\$34.47	\$34.99	\$35.69	\$36.40	\$36.95

Warehouse Attendant

Staff Clerk II

WAGE SCHEDULE C-7

	2.00%	1.50%	1.50%	1.50%	1.50%	2.00%	2.00%	1.50%
	8/29/2021	2/27/2022	8/28/2022	2/26/2023	9/3/2023	3/3/2024	9/1/2024	3/2/2025
Start	\$16.44	\$16.69	\$16.94	\$17.19	\$17.45	\$17.80	\$18.16	\$18.43
6 Mo.	\$17.66	\$17.92	\$18.19	\$18.46	\$18.74	\$19.11	\$19.49	\$19.78
12 Mo.	\$19.11	\$19.40	\$19.69	\$19.99	\$20.29	\$20.70	\$21.11	\$21.43
18 Mo.	\$20.69	\$21.00	\$21.32	\$21.64	\$21.96	\$22.40	\$22.85	\$23.19
24 Mo.	\$22.64	\$22.98	\$23.32	\$23.67	\$24.03	\$24.51	\$25.00	\$25.38
30 Mo.	\$24.88	\$25.25	\$25.63	\$26.01	\$26.40	\$26.93	\$27.47	\$27.88
36 Mo.	\$27.57	\$27.98	\$28.40	\$28.83	\$29.26	\$29.85	\$30.45	\$30.91
42 Mo.	\$30.73	\$31.19	\$31.66	\$32.13	\$32.61	\$33.26	\$33.93	\$34.44
Top	\$35.09	\$35.62	\$36.15	\$36.69	\$37.24	\$37.98	\$38.74	\$39.32

Collector Maintainer

Frame Worker

WAGE SCHEDULE C-8

	2.00%	1.50%	1.50%	1.50%	1.50%	2.00%	2.00%	1.50%
	8/29/2021	2/27/2022	8/28/2022	2/26/2023	9/3/2023	3/3/2024	9/1/2024	3/2/2025
Start	\$18.11	\$18.38	\$18.66	\$18.94	\$19.22	\$19.60	\$19.99	\$20.29
6 Mo.	\$19.58	\$19.87	\$20.17	\$20.47	\$20.78	\$21.20	\$21.62	\$21.94
12 Mo.	\$21.29	\$21.61	\$21.93	\$22.26	\$22.59	\$23.04	\$23.50	\$23.85
18 Mo.	\$23.19	\$23.54	\$23.89	\$24.25	\$24.61	\$25.10	\$25.60	\$25.98
24 Mo.	\$25.48	\$25.86	\$26.25	\$26.64	\$27.04	\$27.58	\$28.13	\$28.55
30 Mo.	\$28.12	\$28.54	\$28.97	\$29.40	\$29.84	\$30.44	\$31.05	\$31.52
36 Mo.	\$31.22	\$31.69	\$32.17	\$32.65	\$33.14	\$33.80	\$34.48	\$35.00
42 Mo.	\$35.12	\$35.65	\$36.18	\$36.72	\$37.27	\$38.02	\$38.78	\$39.36
Top	\$40.16	\$40.76	\$41.37	\$41.99	\$42.62	\$43.47	\$44.34	\$45.01

Cable Splicer

Customer Service Technician II

Facility Surveyor

Fiber Network Field Technician

Line Worker

OSP Construction Installer Splicer

WAGE SCHEDULE C-9

	2.00%	1.50%	1.50%	1.50%	1.50%	2.00%	2.00%	1.50%
	8/29/2021	2/27/2022	8/28/2022	2/26/2023	9/3/2023	3/3/2024	9/1/2024	3/2/2025
Start	\$18.38	\$18.66	\$18.94	\$19.22	\$19.51	\$19.90	\$20.30	\$20.60
6 Mo.	\$19.88	\$20.18	\$20.48	\$20.79	\$21.10	\$21.52	\$21.95	\$22.28
12 Mo.	\$21.57	\$21.89	\$22.22	\$22.55	\$22.89	\$23.35	\$23.82	\$24.18
18 Mo.	\$23.50	\$23.85	\$24.21	\$24.57	\$24.94	\$25.44	\$25.95	\$26.34
24 Mo.	\$25.74	\$26.13	\$26.52	\$26.92	\$27.32	\$27.87	\$28.43	\$28.86
30 Mo.	\$28.48	\$28.91	\$29.34	\$29.78	\$30.23	\$30.83	\$31.45	\$31.92
36 Mo.	\$31.79	\$32.27	\$32.75	\$33.24	\$33.74	\$34.41	\$35.10	\$35.63
42 Mo.	\$36.24	\$36.78	\$37.33	\$37.89	\$38.46	\$39.23	\$40.01	\$40.61
Top	\$41.76	\$42.39	\$43.03	\$43.68	\$44.34	\$45.23	\$46.13	\$46.82

- Building Services Specialist
- Customer Service Tech I
- Equipment Maintainer
- Equipment Installer
- Special Equipment Installer
- Sr. Communications Specialist
- Sr. Special Services Provisioning Technician
- Vehicle Maintenance Technician

BSW T								
	2.00%	1.50%	1.50%	1.50%	1.50%	2.00%	2.00%	1.50%
Step	8/29/2021	2/27/2022	8/28/2022	2/26/2023	9/3/2023	3/3/2024	9/1/2024	3/2/2025
1	17.09	17.35	17.61	17.87	18.14	18.50	18.87	19.15
2	17.79	18.06	18.33	18.60	18.88	19.26	19.65	19.94
3	18.79	19.07	19.36	19.65	19.94	20.34	20.75	21.06
4	19.87	20.17	20.47	20.78	21.09	21.51	21.94	22.27
5	21.03	21.35	21.67	22.00	22.33	22.78	23.24	23.59
6	22.45	22.79	23.13	23.48	23.83	24.31	24.80	25.17
7	24.02	24.38	24.75	25.12	25.50	26.01	26.53	26.93
8	25.80	26.19	26.58	26.98	27.38	27.93	28.49	28.92
9	27.83	28.25	28.67	29.10	29.54	30.13	30.73	31.19