



LABOR AGREEMENT

BETWEEN

**FRONTIER COMMUNICATIONS
OF ILLINOIS, INC.**

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NOS. 21, 51 & 702**

Effective September 16, 2012 through September 17, 2016

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**Agreement Between
Frontier Communications of Illinois
and
Local Unions 21, 51, and 702 of the
International Brotherhood of Electrical Workers
(Service and Construction Departments)**

This Agreement is entered into this 16th day of **September, 2012**, between Frontier Communications of Illinois, and their respective successors or assigns as defined in the National Labor Relations Act, hereafter referred to as the "Company", and Local Unions 21, 51 and 702 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor – Congress of Industrial Organization, hereafter referred to as the "Union", "Bargaining Agency", "Employee", or "Employees".

Article 1. Recognition and Union Security

- 1.1 The Company and the Union agree that this Agreement shall apply to positions hereinafter prescribed for the proper construction, installation and maintenance of the facilities now owned, served and/or operated by the Company, and the Company agrees that it will not assign or authorize work to be performed by outside forces in violation of the articles of this Agreement. The Company further agrees to recognize the Union as the exclusive bargaining agency for all such employees during the term of this Agreement. Management forces will not perform bargaining unit work except for purposes of training employees or in emergencies. This will not restrict customers from modular installation.
- 1.2 It is understood that should the function of Dispatch be established and located in the exchanges covered by the terms of this Article, the Company will negotiate with the Union regarding wages and hours for covered employees of such function. It is understood that the Company may employ individuals for such function and determine all such terms subject to and pending the results of said negotiations.
- 1.3 All employees covered under the terms of this Agreement shall, as a condition of employment, either be dues paying members of the Union or tender to the Union an agency fee by their 30th day of employment. The amount of dues and agency fees are determined by the Union in accordance with the terms of the National Labor Relations Act. Whenever the Union makes any changes in the amounts, it shall provide the Company with written notification.

Employees who come under the provisions of laws or regulations relating to persons, who have been in military service, shall be entitled to all of the rights and benefits granted to them by such laws and regulations.

Article 2. Management Responsibility

- 2.1 Except as specifically limited by this Agreement, the management of the business and the direction of the work force shall remain with the Company including, but not limited to, the right to hire, discipline and discharge for cause, lay-off, assign, promote, and transfer employees, to decide the number of employees needed at any particular time or place, to use improved methods or equipment and to be the sole judge of the types of standards of communications service rendered the public.

Article 3. Training

- 3.1 The Company may, at its discretion, assign student trainees who are definitely scheduled for assignment in a capacity that is outside the bargaining unit. Such a trainee may work for a period not to exceed four (4) months in any position, unless an extension of the training period is mutually agreed upon. It is understood that the objective of this training is to provide the individual with the familiarity and knowledge necessary for the proper execution of the ultimate job for which the employee is training. It is specifically agreed that such trainee shall not, in the course of the training, displace, replace, result in the transfer of regular craft personnel, or prevent the hiring of additional personnel covered by this Agreement. It is agreed that while doing this work there will be no bargaining with the Union with respect to a trainee's wages.

Article 4. Public Security

- 4.1 It is understood between the parties that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility, and to the health, safety and welfare of the public.
- 4.2 The Union agrees that it will not call upon or authorize employees to cease or abstain from the continuous performance of their respective duties with the Company in accordance with the provisions of this Agreement.
 - 4.2.1 **During the life of this Agreement, the Union will not cause a strike, nor will any employee or employees take part in a**

strike, sympathy strike, intentional slow down in rate of work, or any other interference or stoppage of the Company's work.

- 4.2.2 Should a contingency arise where an employee or employees covered by this Agreement cease or abstain from their duties with the Company, the Company shall take the necessary steps to discipline properly such employee or employees.
- 4.3 The Company agrees that it will not do anything to prevent such continuity of performance of said employees **as specified in Section 4.2** insofar as such services are required in the normal and usual operation of the Company's properties.

Article 5. Adjustment of Differences

- 5.1 A grievance is a written complaint by an employee or group of employees involving the interpretation or application of any of the provisions of this Agreement. Grievances will be submitted on a standard form mutually agreed to by the parties to this Agreement.
- 5.2 Any matter bordering upon a grievance or difference affecting an individual employee shall be taken up directly with the management representative immediately supervising the employee, preferably assisted by the local Union representative. In those cases where the employee's immediate supervisor is not readily available, the employee may present the matter to another supervisor who is available.
- 5.3 A matter unresolved by the use of Article 5, Adjustment of Differences, Section 5.2 shall be presented in writing to the management representative immediately supervising the employee by the local Union representative. The written notice by the Union to the Company shall contain a statement of the alleged violation, and shall be presented within fifteen (15) calendar days from the date of the situation giving rise to the grievance. The Company's answer will be given in writing to the local Union representative within ten (10) working days after receipt of the Union's written notice. Grievances settled at the first step of the grievance procedure will not set a precedent for other or future grievances.
- 5.3.1 Once a grievance has been presented in writing by the Union, the Company shall not attempt to effect an adjustment or disposition of the grievance with the aggrieved employee or employees without affording the appropriate Union representative an opportunity to be present.

- 5.4 Where differences are not satisfactorily adjusted under Article 5, Adjustment of Differences, Sections 5.2 and 5.3 above, the Union may request a hearing with the Regional Director-HR and/or appointed representative of the Regional Director-HR. Such request for hearing shall be made in writing within ten (10) working days after the answer given by the employee's supervisor. The grievance when referred at this level shall outline all pertinent facts and the previous decisions at the first and second levels. The Regional Director-HR and/or appointed representative of the Regional Director-HR shall meet with the Business Manager or a representative of the Business Manager within thirty- (30) days in an attempt to resolve the grievance. The Company will furnish the Business Manager, steward or stewardess, and grievant its final position in writing within ten (10) working days after the meeting.
- 5.5 In case the difference is of an emergency nature, the Company and the Union agree to make every attempt to resolve the difference with the speed warranted by the circumstances without reference to the time limits set forth in Sections 5.2, 5.3, and 5.4 above.
- 5.6 The parties to the Agreement may agree to extend the time limits set forth in Sections 5.3 and 5.4 for specific reasons.
- 5.7 It is agreed that all items of this Agreement shall be considered in the handling of any grievance. However, a grievance will not be accepted unless it has identified some specific Contract Article and Section that is claimed to be in violation.
- 5.8 Where a difference with respect to the interpretation and application of any provision of this Agreement cannot be resolved through the use of Article 5, Adjustment of Differences, the provisions of Article 6, Arbitration, may be applied.
- 5.9 Grievance Mediation
- 5.9.1 Request for Mediation must be made in writing within thirty (30) days after receipt of the Company's answer as set forth in Article 5, Adjustment of Differences, Section 5.4.
- 5.9.2 No grievance will be placed in grievance Mediation unless both parties specifically and mutually agree.
- 5.9.3 Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance to be used solely for purposes of statistical analysis.

- 5.9.4 Proceedings before the Mediator shall be informal in nature. The presentation of evidence is not limited to that presented in any previous steps of the grievance procedure, and rules of evidence will not apply and no record of the mediation conference shall be made.
- 5.9.5 The Mediator will have the right to meet separately with any person or persons.
- 5.9.6 Any recommendation of the Mediator is advisory only and is not binding upon the parties unless the Company and Union mutually agree to accept it.
- 5.9.7 If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
- 5.9.8 The advisory decision of the Mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
- 5.9.9 After the first 180 days either party may withdraw from the mediation process with a thirty (30) day written notice.
- 5.9.10 Any Mediators fees and expenses will be divided equally between the parties.

Article 6. Arbitration

- 6.1 Any grievance, which resulted from an alleged violation of a provision of this contract, which the parties are unable to settle by the use of Article 5, Adjustment of Differences, may be submitted to arbitration.

Request for arbitration must be made in writing within thirty (30) days after the date of the Company's final answer on the grievance.

- 6.2 If the parties do not agree upon an arbitrator within five (5) days, the American Arbitration Association shall be contacted. The parties will abide by the AAA's rules in the selection of the arbitrator and in the arbitration proceedings.

6.3 The compensation and expenses of the arbitrator and the incidental expenses of the arbitration shall be borne jointly by the Company and the Union.

Each party shall bear the expense of preparing and presenting its own case.

6.4 The decision of the arbitrator shall be binding on both parties and shall conclusively determine the dispute being arbitrated.

6.5 The arbitrator shall not have authority to add to, subtract from or modify any provisions of this Agreement, or to rule on any question except the one(s) submitted for arbitration.

6.6 Not more than one grievance shall be heard by an arbitrator in a single arbitration proceeding except by mutual agreement in writing between the parties.

6.7 Arbitration Alternative

6.7.1 Frontier Communications and IBEW agree to utilize FMCS as an alternative to the American Arbitration Association when the IBEW requests arbitration in accordance with Article 6, Arbitration, of the collective bargaining agreement. The Union may choose the FMCS on a rotating basis, which will enable both parties to evaluate FMCS as a resource when the arbitration process is employed.

Article 7. Employment

7.1 The Company shall have the exclusive rights in the hiring of all new employees.

7.2 The Company and the Union support their respective policies of non-discrimination and herein reiterate their commitment to not discriminate illegally against any employee because of membership or non-membership in the Union, race, color, sex, age, religion, creed, national origin, status as a veteran or physical or mental handicap.

7.3 The Union agrees for its members that individually and collectively they will perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Company, its good name, and its service to the public. The Company agrees that it will not act capriciously or arbitrarily in its treatment of employees, and will apply the terms of this Agreement impartially to all employees.

Article 8. Union Activity

- 8.1 It is agreed that there will be no Union activity on Company time except that necessary in connection with the handling of grievances and the enforcement of this Agreement.
 - 8.1.1 Should it become necessary that an employee be temporarily relieved of the employee's duties in connection with grievance handling, the immediate supervisor shall be notified by the affected employee as to the nature of the business to be transacted and the approximate time necessary. Since certain schedule problems may exist, as much advance notice as possible shall be given.

Article 9. Working Rules and Basis Of Compensation

- 9.1 Hours of Work and Working Schedules.
 - 9.1.1 A regular day's work shall consist of eight (8) hours to be worked in a nine (9) hour period or ten (10) hours to be worked in an eleven (11) hour period, with a one (1) hour intermission for lunch.
 - 9.1.1.1 The Company may schedule employees to carry their lunch and eat it at the jobsite; in which case a one-half (1/2) hour intermission for lunch will be observed. Such scheduling of one-half (1/2) hour intermission for lunch must be for a minimum of one (1) calendar week. Employees on the one (1) hour lunch, when authorized by the supervisor, may elect to carry their lunch and eat it at the jobsite, in which case a one-half (1/2) hour intermission for lunch will be observed. The total workday period will then be reduced to eight and one-half (8-1/2) hours or ten and one-half (10-1/2) hours. When an eight (8) hour shift begins between the hours of 3 P.M. and 12 P.M., inclusive, such shift shall be eight (8) hours in length including lunch time with lunch to be carried and eaten on the jobsite.
 - 9.1.2 A regular workweek shall consist of forty (40) hours, five (5) eight (8) hour days or four (4) ten (10) hour days worked during a calendar week.

- 9.1.2.1 Where work schedules with non-consecutive days off are utilized, a premium payment of .50¢ per hour will be paid for all hours worked, not to exceed eight (8) hours in any one (1) day or forty (40) hours in any workweek. In computing hours worked for this premium in a week containing an authorized holiday, the eight (8) hours of holiday pay shall be considered as time worked.
- 9.1.2.2 Four (4) ten (10) hour day schedules shall include at least two (2) consecutive days off. Employees will not be scheduled on both a Saturday and Sunday on the same weekend. Employee(s) and management may mutually agree to waive the foregoing restrictions on scheduling of “four-ten” workweeks.**
- 9.1.3 A formal work schedule shall be established by oral, **electronic** or bulletin board notification no later than Wednesday of the week preceding the effective dates. Such schedule shall remain in effect for a minimum period of one (1) week. Employees notified orally of their schedule shall be provided a copy of their schedule upon request.
- 9.1.4 Except where otherwise locally agreed upon, selection of work schedules in appropriate force groups shall be on a seniority basis except that employees with less than twelve (12) months of service shall be assigned to a shift appropriate for training. The Company will strive to fulfill the preferences of employees to the extent possible. However, in the event the preference method described herein does not result in all shifts being covered by employees qualified and trained to perform the type of work required by the shift, it may be necessary for the Company to assign the least senior qualified employees to such shifts. The Company will canvass the appropriate employees to determine individual preferences in work schedules at intervals of no longer than three (3) months.
- 9.1.5 When service requirements necessitate the changing of hours to be worked on a scheduled day from the formal schedule for regular full-time employees, the treatment shall be as follows:
- 9.1.5.1 Straight time compensation for all hours worked in the changed tour that coincide with the formal schedule.
- 9.1.5.2 **Schedule Change Premium Penalty:** A premium of one-half (1/2) the basic straight time rate will be paid for all hours worked that do not coincide with the formal

schedule, unless the employee is given a minimum of 48 hours advance notice of the schedule change. Such schedule changes without premium payment may be made to provide for temporarily vacated schedules as a result of sickness disability, promotion, reclassification, or termination.

9.2 Overtime

9.2.1 Overtime is all hours worked in excess of the regular workday (eight (8) hours or ten (10) hours) per day, or all hours worked in excess of forty (40) hours per week. Overtime shall be compensated for at one and one-half times (1½x) the basic hourly rate of pay.

9.2.1.1 The following paid time off shall be considered as hours worked for the purpose of computing overtime:

- **Union business in connection with the handling of grievances and the enforcement of the Agreement (Article 8, Section 8.1)**
- **Vacation Time (Article 10)**
- **Authorized Holidays and Personal Days (Article 11)**
- **Jury Duty (Article 15, Section 15.1)**
- **Witness Duty (Article 15, Section 15.2)**
- **Death in the employee's immediate family (Article 15, Section 15.6)**
- **Voting Time taken pursuant to law**

In addition, time off for Military Reserve Training will be considered as hours worked for the purpose of computing overtime.

Otherwise, only hours actually worked shall be counted for the purpose of computing overtime.

9.2.2 Insofar as it is practical to do so, the Company will endeavor to distribute prearranged overtime work equally and impartially to the employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working hours.

An assessment will be made quarterly as to the relative amount of prearranged overtime worked by each employee in an overtime distribution group. Employees with the least amount of prearranged overtime from the previous quarter will be given first choice for prearranged overtime during the next quarter.

9.2.3 **There shall be no duplication or pyramiding of overtime or premium pay.**

9.2.4 When an employee is notified prior to being released from the employee's day's work, to report for **overtime** work outside the employee's regular scheduled hours, such hours of **overtime** work will constitute prearranged overtime. A prearranged overtime assignment shall be for a minimum of two (2) hours, except that the minimum will not apply if the prearranged overtime hours immediately precede or immediately follow regular scheduled hours. Prearranged overtime shall be compensated at **one and one-half times (1½x) the basic hourly rate of pay**, except as provided below:

9.2.4.1 In the event that a prearranged overtime assignment is canceled after the employee is released from work, the employee shall be paid an allowance equivalent to one (1) hour at the employee's basic rate of pay.

9.2.4.2 The prearranged overtime period refers to hours worked which may extend to, but not into or beyond, the employee's regularly scheduled hours of work.

9.2.4.3 When prearranged overtime begins or extends into any day or period for which a premium rate greater than **one and one-half times (1½x) the basic hourly rate of pay** applies in accordance with specific provisions elsewhere in this Agreement, such greater premium shall take precedence for purposes of determining rate of pay and will apply to hours actually worked during said day or period.

9.2.5 Employees shall not ordinarily be required or permitted to work sixteen (16) or more continuous hours. However, in service emergencies or under circumstances beyond the control of the Company, it may become necessary to work an employee such extended hours.

Such employee who has worked sixteen (16) or more continuous hours shall be entitled to an eight (8) hour rest period before

returning to work. If any portion of the rest period extends into the employee's regular scheduled shift, the employee shall be excused from work without loss of pay for such hours.

9.2.6 Standby

9.2.6.1 When the Company determines the need to implement a standby duty procedure it may do so at the reporting center, work group or district level, or in conjunction with the use of Home Dispatch.

9.2.6.2 **Employees assigned to standby must be reachable on their Company-provided cell phone and, in situations where cell service may not be available to an employee, the employee must provide the Company with an alternate telephone number where they can be reached.** Employees designated as being on standby status must be available to quickly respond to a call out.

9.2.6.3 Assignment to Standby status will be in increments of one (1) to seven (7) days. Employees will be notified of their standby status at least five (5) days in advance of the duty.

9.2.6.4 Compensation **for Standby assignments** will be \$20.00 for each scheduled day and \$30.00 for every non-scheduled day and \$40.00 for holidays, in addition to applicable call out rates.

9.2.6.5 Where Standby duty is instituted, employees will be able to volunteer to be assigned. Standby will be based on employee preference and rotated each week. The order of rotation will be seniority, lottery, overtime list, etc., as agreed by parties locally.

9.2.6.6 In those instances where it is deemed appropriate, a Company vehicle will be provided to the employee(s) on Standby duty that can be taken to the employee's residence. Vehicles can only be used on Company business in response to call outs.

9.3 Differentials and Premiums

9.3.1 Scheduled hours worked on a Sunday shall be compensated for at one and one-half times ($1\frac{1}{2}x$) the employee's regular hourly

rate. Time worked on a Sunday in excess of eight (8) hours shall be compensated at two (2) times the employee's regular hourly rate.

- 9.3.2 A **\$1.25** per hour premium will be paid to employees for scheduled hours worked between **10:00** p.m. and 6:00 a.m.
- 9.3.3 A .50¢ per hour differential will apply to hours worked by any employee during the time the employee is temporarily assigned to the conducting of classes for training purposes.
- 9.3.4 An employee designated as in charge for supervisory purposes for a minimum of one (1) hour will receive a differential of \$1.00 per hour for all hours so worked. It is understood employees receiving this differential are responsible for their normal activities and the additional temporary supervisory administrative duties assigned.

9.4 Board and Lodging Expense

- 9.4.1 Time spent by an employee, at the direction of the Company, traveling from one job assignment to another job assignment or from one reporting center to another reporting center in a Company vehicle shall be considered as work time excluding regular meal periods. However, when it is necessary that employees work more than the regular workday and such work interferes with their regular meal time, they shall be furnished a meal at reasonable expense by the Company if they work three (3) hours beyond their normal quitting time, and at five (5) hour intervals thereafter, when possible, while they continue working or at the conclusion of the work.

Where an employee is directed to travel, the time spent traveling, excluding regular meal periods of one-half (1/2) hour each shall be considered as work time. Travel time, when it is considered as work time, shall be paid for on the same basis as actual work time, except for travel related to training.

The Company will furnish all means of transportation or specify what transportation shall be used for Company business and furnish necessary fares. Personal automobiles shall not be used for Company business except when approved by the supervisor. If approved, an employee may elect to be reimbursed at the maximum allowed IRS rate of reimbursement per mile.

While attending Company arranged training programs or while traveling out of town on Company authorized business, (which is outside of the employee's normal work area), employees will be provided meals and lodging that is reasonable and customary for the period involved. As may be required, employees will be provided with Company Procurement Cards for business related travel. Out of pocket expenses for incidentals shall be submitted for reimbursement using personal expense forms. In addition, where necessary, employees shall be provided with a Frontier Communications telephone credit card. To be administered in accordance with the Company's Travel Policy.

- 9.4.2 If an employee is assigned to work in a town other than the employee's designated reporting exchange and the travel time involved makes it impractical to return to the employee's designated reporting exchange daily and the employee is assigned to stay at the job location, the employee may travel to and from the work location each day on the employee's own time, with transportation furnished by the employee, and the Company will pay an allowance in lieu of all expenses as follows:

One-way distance between the centers of the two towns as measured on the current Illinois Official Highway map using a straight line measurement between the two points.

<u>Allowance</u>	
10-20 miles	\$11.00
21-40 miles	\$18.70
41-60 miles	\$24.75
61 + miles	\$26.65

- 9.4.3 The Company recognizes the undesirability of requiring employees to work extended hours without allowing them the opportunity to break periodically for meals, and will strive to hold such occasions to a minimum. When an employee is required to work on a regular scheduled day, three (3) hours or more beyond the employee's regular quitting time, the employee shall be eligible for a meal allowance of \$7.00. Should the work continue the employee shall be eligible for a meal allowance at intervals of five (5) hours thereafter while the employee continues on the overtime assignment. An employee who is called out for overtime work on a nonscheduled day will be eligible for a meal allowance, only after having worked five (5) or more continuous hours on the call out overtime assignments and no intermission for lunch has been provided. Employees not permitted to leave the job-site will be provided a meal allowance of \$7.00.

9.4.4 When an employee is returning from weekend per diem to Board and Lodging during an assignment and the return to work site on Monday is such that an employee incurs a breakfast expense in route, the meal allowance described in Section 9.4.1 will apply.

9.5 Inclement Weather

9.5.1 During the normal workday when the regular assigned work for employees engaged in outside plant work is discontinued because of weather which the supervisor determines as inclement, all employees affected may be assigned work under shelter. Management shall have the right to determine the type of work assignments under shelter.

9.6 Call out Time

9.6.1 When an employee is not notified of overtime work prior to being released from the employee's day's work, the hours worked outside the employee's normal schedule shall constitute a call out, and the employee shall receive the following allowance:

9.6.1.1 When an employee has been called out, all hours actually worked **during the non-scheduled period** shall be compensated at **one and one-half times (1½x) the basic hourly rate of pay.**

9.6.1.2 An employee who is called out shall receive not less than two (2) hours pay. When a call out extends into an authorized holiday or Sunday, the provisions of Article 9.6.2 shall take precedence.

9.6.1.3 When an employee is called out for the second and succeeding times within the same call out period of two (2) hours on the same case of trouble, no additional call out time will apply.

9.6.1.4 The term "nonscheduled period" refers to hours worked which may extend to, but not into or beyond, the employee's regularly scheduled hours of work.

9.6.2 When called out on Sundays or authorized holidays, the employee shall receive not less than two (2) hours at double time **(two times (2x) the basic hourly rate of pay).**

- 9.6.3 When called out on a nonscheduled workday (except Sunday or authorized holidays), the employee shall receive not less than two (2) hours at **one and one-half times (1½x) the basic hourly rate of pay.**
- 9.6.4 The work time allowed in the previous sections shall include a travel allowance of one-half (1/2) hour.
- 9.6.5 The call out provision shall not apply to prearranged overtime as defined in Section 9.2.4.

Article 10. Vacations

- 10.1 A week as used in this Article shall constitute five (5) work days for employees whose regular schedule is five (5) eight (8) hour days and four (4) work days for employees whose regular schedule is four (4) ten (10) hour days. Hours will be controlling forty (40) hours in a week, eight (8) or ten (10) hours in a day, depending upon the employee's regular schedule).
- 10.2 Two (2) weeks vacation, each calendar year, with basic pay at straight time shall be given to employees of one (1) year but less than five (5) years accredited service.
- 10.3 Three (3) weeks vacation, each calendar year, with basic pay at straight time shall be given to employees of five (5) years but less than fifteen (15) years accredited service.
- 10.4 Four (4) weeks vacation, each calendar year, with basic pay at straight time shall be given to employees of fifteen (15) years but less than twenty-five (25) years accredited service.
- 10.5 Five (5) weeks vacation, each calendar year, with basic pay at straight time shall be given to employees of twenty-five (25) or more years of accredited service, providing at least (1) one of the five (5) weeks is not taken during June, July or August.
- 10.6 Employees eligible for three (3) weeks or more vacation may take one (1) week of their vacation one (1) full day at a time. Employees eligible for five (5) weeks vacation may take one (1) additional week of their vacation one (1) full day at a time, subject to the following:
- 10.6.1 The week(s) designated must appear in the first quarter of the following year.

- 10.6.2 Employees must notify and receive approval from their supervisors at least ten (10) working days prior to a day of vacation. The supervisor may waive this requirement.
- 10.7 Subject to service requirements, vacations may be scheduled at any time during the calendar year. It is the responsibility of the first level supervisor and the majority of the employees in a work group to mutually agree to determine the vacation scheduling process. If a resolution cannot be reached, the vacation schedule or schedules will be established up to the first level supervisory responsibility area, dependent upon the demands of customer service levels.
- 10.7.1 The term of vacation will be from the last scheduled day prior to the start of vacation to the first scheduled day following the scheduled vacation.
- 10.7.2 The following procedure shall be in effect when previously bid vacation days become available:
- (a) Vacation days that become available shall be posted five (5) calendar days in the appropriate Reporting Center;
 - (b) Employees may indicate their interest by signing the posting;
 - (c) Selection will be determined beginning with the most senior person immediately below the employee who selected the original vacation days. However, the employees new to the group should be canvassed based on their seniority. This is whether or not the employee(s) new to the group have less seniority or more than the employee(s) who selected the original vacation day because they did not previously have an opportunity to bid;
 - (d) Also, if more than one (1) employee had been awarded a particular week of vacation and that week later becomes available, the most senior person immediately below the less senior person immediately below the less senior of the two (2) or more who selected the original vacations will begin the selection. The only exception to this would be as stated in the above paragraph. (A more senior person than any of them who has not had an opportunity for that time that has joined the work group);
 - (e) In the absence of selection by the above method, other employees will be considered by seniority;
 - (f) This provision will be subject to the provisions of Article 5, Adjustment of Differences or Article 6, Arbitration.

- 10.8 A vacation period for an employee who appears on an approved vacation schedule shall not be changed within thirty- (30) days of the start of vacation without mutual consent of the Company and the employee involved. "Start of vacation" shall be understood to mean the first vacation day on which the employee would have normally been scheduled to work.
- 10.9 In Sections 10.2, 10.3, 10.4 and 10.5 above, accredited service refers to regular employees. In the case of part-time employees, vacation credit will be determined from the number of hours worked in the preceding twelve (12) months before vacation. From the total number of hours worked, an average workweek will be determined; the employee's present rate of pay will then be applied to the average workweek for vacation pay.
- 10.10 A period of absence without service credit that commences during the preceding calendar year shall reduce the amount of vacation to which an employee is entitled during a current calendar year in which the employee is actively employed as follows:

Absence time in months which was deducted from the employee's accredited service	Percent (%) of vacation deducted
Six (6) months or less	0%
Over six (6) months to and including seven (7) months	60%
Over seven (7) months to and including eight (8) months	70%
Over eight (8) months to and including nine (9) months	80%
Over nine (9) months to and including ten (10) months	90%
Over ten (10) months	100%

- 10.11 The Company will make available the vacation weeks that may be scheduled for the coming year, to the employees by November 1 of each year. Employees will be required to select their vacations by December 31 of each year for the following calendar year vacations. Delay in making the vacation schedule available on November 1 will result in the December 31 date being extended by the number of work days the schedule was not available for bidding.

Note: Beginning with the 2010 calendar year, there will be no carry over allowed into the next calendar year. All vacation time must be used by 12/31 of that year.

10.12 An additional day's pay or an additional day's vacation with pay immediately prior to the vacation period or another mutually agreed to day shall be given to an employee whenever an authorized holiday or the day upon which it is observed falls during an employee's vacation on the employee's otherwise normally scheduled work day.

10.12.1 The employee shall decide, at the time the vacation schedule is completed, whether the employee wishes to receive an additional day's vacation with pay. However, the date of the additional day off, if other than the day prior to start of vacation, is subject to the approval of the supervisor. The selection of the specific day will take place immediately following the vacation selection process.

10.13 Effective January 1, 2008, employees will no longer be allowed to bank vacation; however, scheduling of previously banked accumulated vacation time will continue to be subject to Company approval

Article 11. Holidays and Personal Days

11.1 **The following days shall be recognized as authorized holidays:**

- **New Year's Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Thanksgiving Day**
- **Day After Thanksgiving Day**
- **Christmas Day**

11.1.1 For employees who are scheduled to work four (4) ten (10) hour days, weeks which contain an authorized holiday as described in this Section 11.1 shall be scheduled on the basis of five (5) eight (8) hour tours.

11.2 **Personal Days**. Each **Regular** employee with one (1) or more years of service shall be entitled to five (5) **Personal Days** (40 hours) each year.

11.2.1 **The number of Personal Days available to Regular Employees who reach one (1) year of continuous service during a calendar year will be pro-rated based upon the number of full weeks remaining in the calendar year when the employee reaches one (1) year of continuous service, divided by 52. If this pro-rated number of days is a fraction of a whole number, the amount will be rounded to the nearest multiple of ".5".**

- 11.2.2 Employees will be excused from work on Personal Days with a regular day's pay.**
- 11.2.3 Initial selection of Personal Days will take place immediately following the annual vacation scheduling process, in order of seniority. During this initial selection, employees may select Personal Days from those remaining available full calendar days on the vacation schedule.**
- 11.2.4 Subsequent to the annual vacation scheduling process and if work requirements permit, requests to reschedule selected Personal Days, or to schedule any remaining unscheduled Personal Day(s), will be granted on a first-come, first served basis. Personal Days may be scheduled at any time during the calendar year, subject to supervisory approval.**
- 11.2.5 All Personal Days may be taken in one half (1/2) day (i.e., 4 hour) increments.**
- 11.2.6 The Company will allow as many employees as possible, with a minimum of fifty percent (50%), to schedule a Personal Day on Christmas Eve (December 24), provided appropriate service levels can be maintained.**
- 11.2.7 The following procedure will be followed when previously bid Personal Days become available:**
- 11.2.7.1 Personal Days that become available shall be posted five (5) calendar days in the appropriate Reporting Center;**
 - 11.2.7.2 Employees may indicate their interest by signing the posting;**
 - 11.2.7.3 Selection will be determined beginning with the most senior person immediately below the employee who selected the original Personal Day. However, the employees new to the group should be canvassed based on their seniority. This is whether or not the employee(s) new to the group have less seniority or more than the employee(s) who selected the original Personal Day because they did not previously have an opportunity to bid;**

11.2.7.4 Also, if more than one (1) employee had been awarded a particular week of **Personal Days** and that week later becomes available, the most senior person immediately below the less senior of the two (2) or more who selected the original **Personal Day** will begin the selection. The only exception to this would be stated in the above paragraph. (A more senior person than any of them who has not had an opportunity for that time that has joined the work group);

11.2.7.5 In the absence of selection by the above method, other employees will be considered by seniority;

11.2.7.6 This procedure will be subject to the provisions of Article 5, Adjustment of Differences or Article 6, Arbitration.

11.3 **Holidays Falling on a Regularly Scheduled Workday.** When an authorized holiday or its observed equivalent ("**holiday**") falls on an employee's regularly scheduled workday, the employee shall be excused from work and shall be allowed a regular day's pay provided the employee works the employee's last full unexcused shift preceding the holiday and the employee's first full unexcused shift following the holiday.

11.3.1 An employee shall not receive a regular day's pay for a holiday if the employee fails to work on such holiday when the employee was so notified before quitting time of the employee's tour of duty on the employee's last scheduled workday preceding the holiday.

11.3.2 The Company shall endeavor to notify employees of the holiday coverage seventy-two (72) hours in advance of the holiday. The seventy-two (72) hour notification may be shortened due to unforeseen circumstances.

11.3.3 "Regular day's pay" shall be defined as eight (8) hours at the regular hourly straight time rate for employees classified as Regular. In the case of Part-time employees, "regular day's pay" is determined from the average hours worked per day in the week in which the authorized holiday occurs. Temporary employees are not eligible to receive holiday pay.

11.4 **Authorized Holiday Observance.** If the holiday falls on Sunday, the following Monday will be observed as the holiday. If the holiday falls on Saturday, the preceding Friday will be observed as the holiday. If an authorized holiday or its observed equivalent falls on a day when an employee is not scheduled to work, the employee shall be allowed an alternate holiday off with pay during the pay period in which the holiday falls. Selection of this alternate holiday will be subject to supervisory approval.

11.5 **Pay for Working an Authorized Holiday.** If an employee works on an authorized holiday or its observed equivalent, the employee shall be paid one and one-half (1½) times the employee's regular hourly rate for the first eight (8) hours worked. In addition, the employee will receive the holiday pay referred to in Section 11.4.

11.5.1 The employee shall receive two (2) times the employee's regular hourly rate for all hours worked in excess of the first eight (8) hours.

Article 12. Definitions

12.1 **Regular employee:** An employee who is capable of and available for full-time work.

12.2 **Part-time employee:** An employee who **is hired to work, or requests to work,** part-time and is regularly scheduled to work less than a full workweek.

12.3 **Probationary Employee:** **newly hired** employee with less than **seven (7) calendar months (as measured from date of the month to date of the month)** of service with the Company **This seven (7) calendar month probationary period will be extended to compensate for the length of any absence in excess of five (5) consecutive work days which occurs during the probationary period.** Within the probationary period, employees may be **laid off, rehired,** transferred or discharged by the Company without the employees so affected having recourse to the adjustment of differences as outlined in Article 5 of this Agreement and arbitration as outlined in Article 6 of this Agreement.

12.4 **Temporary employee:** An employee hired for a definite stated period of time, a particular project, or when replacing an employee absent due to disability under Article 14, Sickness Disability, Physical Injury or leave of absence, not to exceed nine (9) months. The Union will agree to cooperate with the Company when unusual circumstances arise and temporary employees are needed in excess of nine (9) months.

12.5 **Term Employee:** **An employee whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, accumulates net credited service, and is entitled to all benefits provided to regular full-time employees with the exception of voluntary or involuntary separation pay benefits (if any).** Term employees are hired with the understanding that they will remain in

the same job title for the duration of their term of employment and are not eligible for the provisions outlined in Article 22 (Job Bidding/Transfer) and Article 23 (Force Adjustments).

- 12.6 Seasonal employee: An employee hired for a period of time not to exceed nine (9) months.
- 12.7 Reporting Exchange: The territory included within the Exchange Area Boundary as filed with the Illinois Commerce Commission, and to which the employee is permanently assigned.
- 12.8 Reporting Center: A physical location within an exchange to which the employee reports for work at the beginning of the workday, and/or which may be designated as an overnight parking facility for Company vehicles.

Article 13. Seniority

- 13.1 Seniority as defined herein shall prevail, provided qualifications and ability are sufficient, and shall apply to all employees in the Service and Construction Departments who perform work covered by the terms of this Agreement.
- 13.2 Seniority shall include the sum total of all continuous employment time and time considered as continuous employment, as follows:
 - 13.2.1 All recognized seniority under the terms of any contract held on May 6, 2012, between either Frontier North Inc. or Frontier Communications of Illinois, Inc. and I.B.E.W., Local Unions 21, 51, and/or 702 which has substantially equivalent seniority reciprocity provisions to those contained herein. This seniority will be recognized at the time the individual enters this bargaining unit. If retired employees are rehired, seniority accrues from the date they re-enter the bargaining unit.**
 - 13.2.2 All recognized seniority under the terms of any former Verizon contract held on May 6, 2012, by Frontier North Inc., Frontier Communications of the Northwest Inc., Frontier Communications of the Southwest Inc., or Frontier Communications of the Carolinas which has a reciprocal seniority agreement. This seniority will be recognized at the time the individual enters this bargaining unit. If retired employees are rehired, seniority accrues from the date they re-enter the bargaining unit.**

- 13.2.3 Approved Departmental Leave of Absence, which is any continuous absence without pay of more than seven (7) calendar days not exceeding one (1) month.
 - 13.2.4 Approved Committee Leave of Absence, which is any continuous absence without pay of over one (1) month.
 - 13.2.5 Absence from work by Union representatives who are elected or appointed to a Union position as approved by the Regional Director – HR.
 - 13.2.6 Absence by reason of disability arising from job-connected injury.
 - 13.2.7 Active duty in the Armed Forces of the United States under conditions or reemployment rights as prescribed by law.
 - 13.2.8 All nonproductive time for which wage payments are made.
 - 13.2.9 Service by former employees of the Company or its predecessors as recognized under Article 13, Seniority, Section 13.3 of this Agreement.
 - 13.2.10 Service with predecessor companies of GTE North Incorporated – Illinois Operations as recognized in accordance with service credit granted by the Employees' Benefit Committee. **(However, as provided in Sections 13.2.1 and 13.2.2. above, when retired employees are rehired, seniority begins to accrue from the date they re-enter the bargaining unit.)**
- 13.3 The seniority of employees who have been laid off due to lack of work or technological change shall be treated as follows:
- 13.3.1 Upon reemployment by the Company, employees who had attained twelve (12) or more months of accredited service and who are rehired or recalled within twelve (12) months from the date of their lay-off shall have their former record of continuous employment bridged.
- 13.4 Employees classified as part-time shall accumulate seniority based on hours worked, to a maximum of 2,080 hours to be figured annually.
- 13.5 Employees classified as temporary/seasonal shall not accumulate seniority while so classified. If a temporary/seasonal employee becomes a regular employee, the employee shall be given full seniority credit back to the employee's most recent (last) date of employment, provided the employee has been utilized on a full-time basis. If the employee has been utilized on a less than full-time basis, the employee shall be credited with seniority as calculated for part-time employees.

- 13.6 Seniority shall be considered as broken by:
- 13.6.1 Discharge for cause;
 - 13.6.2 Resignation from the Company;
 - 13.6.3 Failure to return from leave of absence or extension thereof;
 - 13.6.4 A lay-off due to lack of work for a period of more than twelve (12) months;
 - 13.6.5 Failure to return to work or to make satisfactory arrangements to do so after a lay-off within ten (10) days after receipt of proper notification.
 - 13.6.6 Engaging in work for wages or profit while on leave of absence.
 - 13.6.7 Failure to report for scheduled work or to notify their immediate supervisor of the reason therefore within a twenty-four (24) hour period.
- 13.7 An employee's position on any wage progression schedule shall have no bearing on the employee's seniority date.
- 13.8 If the seniority date of two (2) employees is equal, the seniority shall be determined by the alphabetical order of the employees' surnames and given names at the time of employment.
- 13.9 An employee's administrative service date shall have no bearing on the employee's seniority date.
- 13.10 **Newly hired** employees who have served **the** probationary period **provided for in Section 12.3 of this Agreement** and who are continued in the employ of the Company, shall immediately be credited with seniority **for the probationary period**.
- 13.11 Employees transferred or promoted outside the bargaining unit shall continue to accrue seniority for a period of one (1) year following such transfer or promotion and will then retain all seniority accrued to that time.
- 13.12 Seniority can be exercised on:
- 13.12.1 Selection of vacations as outlined in Article 10, Vacations, Section 10.7.

13.12.2 Job bidding as described in Article 22, Job Bidding/Transfer.

13.12.3 Lay-offs and rehire after lay-offs.

13.12.4 Shift selection as outlined in Article 9, Working Rules and Basis of Compensation.

Article 14. Sickness, Physical Injury

- 14.1 A week as used in this Article shall constitute five (5) work days for employees whose regular schedule is five (5) eight (8) hour days and four (4) work days for employees whose regular schedule is four (4) ten (10) hour days. Hours will be controlling (40 hours in a week, eight (8) or ten (10) hours in a day depending upon the employee's regular schedule).
- 14.2 Employees shall be allowed regular pay at basic rates not including differentials, premiums or overtime on scheduled working days absent from duty when incapacitated by illness or physical injury (not compensable under Worker's Compensation Act) in accordance with the following schedule:

Length of Service	Benefits
Less than one (1) year of accredited service	Eligibility – 90 Days of Service
	Benefit Waiting Period = 5 Work Days
	Calendar Day 6 – 30 at 100%
	Calendar Day 31 – 90 at 75%
	Calendar Day 91 – 180 at 67%
One (1) year but less than ten (10) years of service	Benefit Waiting Period = 3 Work Days
	Calendar Day 4 – 30 at 100%
	Calendar Day 31 – 90 at 75%
	Calendar Day 91 – 180 at 67%
Ten (10) years or more of service	Benefit Waiting Period – 1 Work Day
	Twelve (12) Weeks 100% Pay
	Eight (8) Weeks 75% Pay
	Six (6) Weeks 67% Pay

14.2.1 Authorized holidays, which fall during a disability period, shall be counted as a day of disability as set forth in Section 14.1.

14.2.2 Up to two (2) days of the waiting period will be waived if the employee has not been absent due to illness or injury in the preceding period of fifty two (52) weeks. If the employee is hospitalized, all waiting days will be waived.

- 14.3 Sickness Disability Benefits shall begin on the day determined in accordance with the schedule in this Article, provided, however, that if an employee has received Sickness Disability Benefits for any period or served the waiting period and is again absent on account of sickness within two (2) calendar weeks after the termination of such period, the two (2) periods shall be connected together and any benefits on account of such further sickness shall begin on the first day of such absence.
- 14.4 Where employees with prior service are rehired, they will start in the Disability Program as new employees. However, after 1,000 hours of continuous employment, when their record of employment is bridged they will be entitled to apply their new administrative service date to the disability benefits as outlined in this Article.
- 14.5 Successive periods of sickness disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks.
- 14.6 An employee's length of service as of the first day of absence determines the length of time for which benefits will be paid during that absence.
- 14.7 An employee who is required to be absent from work or who finds it necessary to leave work due to illness will be required to report to the employee's immediate supervisor at the beginning of such absence.
- 14.8 An employee who is qualified for benefits and who is required to leave work due to illness shall be paid only for hours worked. The balance of the day shall be credited toward the waiting period.
- 14.9 Benefits will not be granted to an employee after the employee has commenced a vacation or a leave of absence.
- 14.9.1 An employee who becomes ill or injured during a paid vacation period and is unable to return to work on the date scheduled shall be entitled to benefits, providing the employee is eligible under Article 14, Sickness, Physical Injury. In such a case, the date on which the employee was scheduled to return to work shall be considered as the first day of absence due to disability.
- 14.10 Benefits will not be paid to an employee who refuses other work that the employee is capable of performing within the Company.

- 14.11 Benefits will not be allowed in cases where illness results from use of illegal narcotics or personal injury arising from participation in other gainful occupations.
- 14.12 In the case of a necessary absence due to a physical disability resulting from a compensable injury while on the job, the Company will pay employees 80% of the employee's basic wage rate at the time of the accident minus the Worker's Compensation payment, as long as the employee receives Worker's Compensation payments not to exceed sixty-four (64) weeks.
- 14.13 An employee who is eligible for sickness disability benefits shall follow the instructions on filing for disability benefits as given to them by the Company. "Qualified Physician" for the purposes of disability benefits as used in this Section shall be construed to mean Medical Doctors, Doctors of Osteopathy, Podiatrists (DPM), Chiropractors, and Doctors of Dental Surgery.
- 14.14 Part-time employees will be entitled to benefits as determined by the average number of hours worked in the preceding twelve (12) months. To determine what disability bracket they come under, the last day of employment will be used. In those cases where part-time employees are reclassified to full-time, benefits will be determined as full benefits.
- 14.15 When an employee's disability benefits under this plan are due to an injury caused by the negligence of a third party, then, the employee shall reimburse the Company to the amount of disability benefits received under this plan in those cases where recovery is made from a third party. The amount of reimbursement shall not be greater than the amount received in settlement for lost wages less reasonable and necessary expenditures in effecting such recovery. In addition, the benefit plan excludes or provides a reduction of payments when the employee also receives payment under No-Fault Auto Insurance mandated by government statute...local, state, or federal. When an employee receives such payments, disability benefits from the Company would be the difference between the government mandated insurance payments and the employee's disability benefits payments, if any.
- 14.16 The Company will provide a hospitalization insurance plan for all Regular employees. The Company shall have exclusive control of the selection of the carrier, management of accumulated reserves, and all responsibilities incidental to the administration of the plan. The administration of this plan shall not be subject to Articles 5, Adjustment of Differences and Article 6, Arbitration, of this Agreement except for the determination of the basic rate of pay or net accredited service of the employee.

Article 15. Miscellaneous Provisions

- 15.1 Jury Duty: Employees who are required to perform jury duty shall be paid the difference between their basic pay and the amount received for the performance of jury duty.
- 15.1.1 Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for duty during their scheduled tour.
- 15.2 Court Witness: Employees absent from their duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one (1) day's absence with pay if they are not involved in the case in a manner discreditable to themselves or the Company. Payment shall be at the basic rate of pay for all hours the employee is required to be absent up to a maximum of eight (8) hours.
- 15.3 Notice of Training: The Company will try to notify employees selected for a training school at least two (2) weeks prior to the start of the school. It is understood that situations may arise when it may not be possible for the Company to give such notice.
- 15.4 Reassignment Due to Disability: Employees with considerable Company service who become partially disabled will have their performance reviewed by the Regional Director-HR and/or the designated representative. When a change in assignment or wage rate would become necessary, the Company shall consult with the Business Manager and/or the designated representative of the local Union on the proposed assignment. When a change in assignment or wage rate is necessary to maintain the employee in the employ of the Company, the assignment shall override the normal seniority provision of this Agreement.
- 15.5 Bulletin Boards: The Union shall have a bulletin board or shall have bulletin board space designated for its use on the premises of the Company. It is understood to be desirable that preferred location be given to such board, or to such space, and the matter will be worked out promptly to the mutual satisfaction of the Company and the Union.
- 15.6 Funeral Leave: When an employee is necessitated to be absent from duty due to a death occurring in the employee's immediate family, the employee will be entitled to absent pay up to three (3) otherwise normally scheduled workdays provided circumstances require that amount of absent time. The burden of proof will be on the employee. "Immediate Family" shall be interpreted to include grandfather, grandmother, mother, father, sister, brother, husband, wife, children, grandchildren, stepchildren, father-in-law and mother-in-law. Other close relatives living in the employee's own household will also be considered as immediate family.

- 15.6.1 Funeral Attendance of Fellow Employee and Retired Employees: Paid absent time will be granted to those employees elected to represent the deceased's work group, exchange, department, etc., whichever is most appropriate. The number of employees to serve as a representative body is dependent upon each situation; however, as a guideline, one (1) representative for each five (5) employees within the organizational unit selected can be allowed, but in no case should the group of representatives exceed five (5) in number, except as provided below.

Once the number of representatives is decided upon, the body of people they are to represent should normally be permitted to select these representatives, subject to service requirements and provided each employee selected wishes to attend the funeral.

Any other employee wishing to attend the funeral may be excused without pay, subject to service requirements.

Paid absence time will normally be granted to those employees asked to serve as pallbearers, subject to service requirements, but in no case should the total number of representatives and pallbearers exceed eight (8) in number.

- 15.7 Use of Personal Vehicle: When it is mutually agreed by the Company and the employee that the employee will operate the employee's personal vehicle on Company business, the employee will be reimbursed for each mile driven at the current IRS rate.

- 15.8 Return from a Leave of Absence: An employee on Leave of Absence due to illness or injury shall, at the time of recovery, be returned to the employee's former work function and location providing a vacancy exists. If no vacancy exists, the employee shall be permitted to accept a position for which the employee is qualified in the same or nearest exchange where there is a vacancy.

- 15.8.1 An employee who accepts a position in another exchange or work function shall be given the first opportunity to return to the employee's former job in case of a subsequent vacancy, before said position is posted for bid under Article 22, Job Bidding/Transfers, or filled with a new hire.

- 15.9 Attendance Procedure: The following absences will be excluded from the twelve (12) month calculation of absentee and occurrence percentages:

Witness Duty (Company-paid), Jury Duty, Military Training (Company-paid), Surplus Time, Death in the Family (Company-paid) and Union Business.

All the above absences should be recorded on an employee's Attendance Record, even though they are excluded from the absenteeism calculation. Any questions should be referred to Human Resources.

- 15.10 Tools: The Company will furnish, without cost to the employees, all tools necessary for the performance of their duties.

Employees will be responsible for the proper use and care of tools furnished by the Company and will be held accountable for tools assigned to them. Employees will not be held accountable if lost or stolen due to Company's failure to provide a secure place for storage.

Tools furnished to employees by the Company, which become broken or worn out, will be replaced by the Company upon presentation of the broken or worn out tools.

The Company may inspect tools at any time, and shall condemn from further use any tool, which is found to be unsafe, and will arrange for repairs to any tool, which is inoperable or malfunctioning.

Article 16. Health, Welfare and Retirement Plans

- 16.1 Except as otherwise provided in this Article, all terms of the **Frontier Communications Health/Medical EPO and PPO Plans, Gold Dental Plan, Flexible Spending Account Plan, 401(k) Savings Plan** and Pension Plan currently provided to employees shall remain in effect through **May 31st, 2013**.

16.1.1 The Company retains complete discretion regarding the continuation or terms of any non-negotiated plan or program the Company has offered to employees.

- 16.2 Effective **June 1, 2013**, and except as otherwise provided in this Article, all terms of the Frontier Communications Health/Medical **EPO and PPO Plans, Gold Dental Plan, Flexible Spending Accounts Plan, Pension Plan** and **401(k) Savings Plan** in effect on **June 1, 2013**, shall be provided for all eligible **Regular Full-time employees (and, for the 401(k) Savings Plan only, eligible Regular Part-time employees)** in accordance with the terms of said plans, except as modified herein.

16.2.1 The EPO and PPO Plan Design changes for **2013 (effective June 1, 2013), 2014, 2015 and 2016** shall be as show in **Section 16.5** and will remain in effect until the contract expires or is changed by State or Federal law, **subject to the provisions of Section 16.3**.

16.2.2 The Company retains complete discretion regarding the continuation or terms of any non-negotiated plan or program the Company has offered or may elect to offer to employees.

16.3 The Company, however, reserves the right and complete discretion to unilaterally determine the third-party administrator or carrier and/or provider network of such plans and the Company may make any changes, additions or deletions to any negotiated plan and program from time to time, for any reason, and drop or add any negotiated plan and program from time to time, for any reason, as the Company, in its sole discretion deems appropriate, provided that no changes, deletions, subtractions or additions may be made during the term of this Agreement that have a material adverse effect on employees taken as a whole, determined without regard to the effect on any given employee.

Should the Company, in the exercise of its rights under this Article, make changes that result in a substantial diminishment in the overall level of benefits then the Union may require that this Article be opened for the purpose of negotiations with respect to such changes. If there is a dispute as to whether said changes result in a substantial diminishment in the overall level of benefits, such dispute will be subject to the arbitration procedures of this Agreement for a determination as to whether or not such an event has occurred. In the event negotiations referred to in this Section should result in a good faith impasse, the Union may take economic action in accordance with applicable provisions of the National Labor Relations Act.

Notwithstanding the above, for plans in effect on **June 1, 2013**, and thereafter, the Company may not increase any deductible, out-of-pocket maximum or co-pay contribution by more than 25% in a calendar year.

16.4 **Premium Contributions – Medical, Dental and Vision Plans**

16.4.1 Medical Plans: The employee share of premiums (or premium equivalents) for the medical plan that the employee elects shall be 23%.

16.4.1.1 Effective January 1, 2011, and thereafter, an additional “Tobacco User Premium” equal to 10% of the premium (or premium equivalent) cost for single coverage in the medical plan that the employee elects will also be assessed if the employee and/or a covered spouse is a tobacco user.

16.4.2 Dental Plan(s): The employee share of premiums (or premium equivalents) for the dental plan that the employee elects shall be 25%.

16.4.3 Vision Plan(s): The employee share of premiums (or premium equivalents) for the vision plan that the employee elects shall be 50%.

16.4.4 Employee premium contributions shall be made via payroll deduction and shall apply regardless of whether the employee elects to enroll in a negotiated or a non-negotiated plan. Employee premium contributions for any elected fully insured plan shall not include administrative charges (if any).

16.5 EPO and PPO Medical Plan Design Change Summaries

16.5.1 EPO Medical Plan Design Change Summary

Plan Features	2013 (effective June 1, 2013) FTR Exclusive EPO	2014, 2015 and 2016 FTR Exclusive EPO
Annual Deductible	\$400 individual/ \$800 family	Company may not increase any deductible, out-of-pocket maximum, or co-pay by more than 25% in a calendar year
Annual Employee OOP Max (only applies to services associated with coinsurance)	\$3,500 individual/ \$7,000 family	
Primary Care Office Visits	\$40 co-pay	
Specialty Care Office Visits	\$40 co-pay	
Well Baby Care	100% ER Paid, no deductible or co-Pay	100% ER Paid, no deductible or co-Pay
Routine Physical	100% ER Paid, no deductible or co-Pay	100% ER Paid, no deductible or co-Pay
Routine Well Woman	100% ER Paid, no deductible or co-Pay	100% ER Paid, no deductible or co-Pay
Advanced Diagnostic Radiology Services (MRI, MRA, Ct-scan, Pet-scan)	10% co-insurance (employee)	10% co-insurance (employee)
OP Lab and X-Ray	100% ER Paid after deductible, no co-pay	100% ER Paid after deductible, no co-pay
In-Patient Hospital	\$150 co-pay 10% co-insurance (employee) – no deductible	Company may not increase any deductible, out-of-pocket maximum, or co-pay by more than 25% in a calendar year. Any co-insurance % will remain unchanged (e.g., 10%)
Outpatient Surgery	\$150 co-pay 10% co-insurance (employee) – no deductible	
Hospital ER	\$250 co-pay	
RX Retail (30 days)	Generic \$15 Preferred \$40 Non-Preferred \$50 Other Drugs \$65	
RX Mail (90 days)	Generic \$37.50 Preferred \$100 Non-Preferred \$125 Other Drugs \$162.50	

Important Notes:

- (1) Various benefit limitations that are summarized in the **2012/2013** Summary Plan Description will continue to apply for the duration of this contract.
- (2) As per Section 16.3 the Company may increase annual deductible, out of pocket maximums, and co-pay rates by up to 25% year over year. This does not apply to the items listed above in which there are specific increases over the life of the contract.
- (3) **Effective January 1, 2014 the enrollment tiers for the Medical, Dental and Vision options will be as follows:**
 - **Employee Only**
 - **Employee + Spouse**
 - **Employee + Child**
 - **Family No Spouse**
 - **Employee + Spouse +1 or 2 Children**
 - **Employee + Spouse +3 or more Children**

16.5.2 PPO Medical Plan Design Change Summary

Plan Features	2013 (effective June 1, 2013]) FTR Preferred PPO	2014, 2015 and 2016 FTR Preferred PPO
Annual Deductible	\$450 individual/ \$900 family	Company may not increase any deductible, out-of-pocket maximum, or co-pay by more than 25% in a calendar year
Annual Employee OOP Max (only applies to services associated with coinsurance)	\$4,300 individual/ \$8,600 family	
Primary Care Office Visits	20% in* / 40% out*	20% in* / 40% out*
Specialty Care Office Visits	20% in* / 40% out*	20% in* / 40% out*
Well Baby Care	0% in / 40% out*	0% in / 40% out*
Routine Physical	0% in / 40% out*	0% in / 40% out*
Routine Well Woman	0% in / 40% out*	0% in / 40% out*
OP Lab and X-Ray	20% in* /40% out*	20% in* /40% out*
Advanced Diagnostic Radiology Services (MRI, MRA, Ct-scan, Pet-scan)	20% in* / 40% out*	20% in* / 40% out*
In-Patient Hospital	20% in* / 40% out*	20% in* / 40% out*
Outpatient Surgery	20% in* / 40% out*	20% in* / 40% out*
Hospital ER	20% in / 20% out	20% in / 20% out
RX Retail (30 days)	Generic \$15 Preferred \$40 Non-Preferred \$50 Other Drugs \$65	Company may not increase any deductible, out-of-pocket maximum, or co-pay by more than 25% in a calendar year
RX Mail (90 days)	Generic \$37.50 Preferred \$100 Non-Preferred \$125 Other Drugs \$162.50	

Important Notes:

- (1) **All items marked with * are after deductible.**
- (2) Various benefit limitations that are summarized in the **2012/2013** Summary Plan Description will continue to apply for the duration of this contract.
- (3) As per Section 17.3 the Company may increase annual deductible, out of pocket maximums, and co-pay rates by up to 25% year over year. This does not apply to the items listed above in which there are specific increases over the life of the contract.
- (4) **Effective January 1, 2014 the enrollment tiers for the Medical, Dental and Vision options will be as follows:**
 - **Employee Only**
 - **Employee + Spouse**
 - **Employee + Child**
 - **Family No Spouse**
 - **Employee + Spouse +1 or 2 Children**
 - **Employee + Spouse +3 or more Children**

16.6 Pension Plan: The benefits of employees under **the Frontier Communications Pension Plan (formerly known as the Citizens Pension Plan and hereinafter referred to as the “Pension Plan”)** will be as follows:

16.6.1 Grandfathered Employees

16.6.1.1 Grandfathered Employees are employees who were covered under Appendix XVIII of the Pension Plan on August 2, 2003, and who on that date: (1) had at least forty-five (45) points (age plus years of credited service); and, (2) had at least ten (10) years of service.

16.6.1.2 Except as provided in **Section 16.6.1.3** below, Grandfathered Employees shall continue to accrue benefits under Appendix XVIII of the **Pension Plan** until the date they separate from service.

16.6.1.3 Once a Grandfathered Employee attains seventy-six (76) points and has thirty (30) years of service, if the Grandfathered Employee elects not to retire, then after three (3) full calendar months (or as of January 1, 2007, if later) his/her further pension accruals shall be under Appendix I-B of the Pension Plan.

16.6.1.3.1 For Grandfathered Employees who attained seventy-six (76) points and thirty

(30) years of service by September 30, 2006, the provisions of 16.6.1.3 did not take effect until December 31, 2006.

16.6.2 Other Employees Hired Prior to August 3, 2003

16.6.2.1 Employees who were covered under Appendix XVIII of the Pension Plan on August 2, 2003, who do not meet the definition of a Grandfathered Employees as provided for in Article 16, Section 16.6.1, continued to accrue benefits under Appendix XVIII of the Pension Plan until September 1, 2003.

16.6.2.2 Beginning September 1, 2003, employees who were covered under Appendix XVIII of the Pension Plan on August 2, 2003, who do not meet the definition of a Grandfathered Employee as provided for in Article 16, Section 16.6.1, accrue further pension benefits under Appendix I-B of the Pension Plan.

16.6.3 Employees Hired On or After August 3, 2003

16.6.3.1 Employees hired on or after August 3, 2003, are not eligible to participate in the Pension Plan.

16.6.4 Lump Sum Pension Distributions for Pension Benefits Accrued Under Appendix XVIII

16.6.4.1 The Company and Union agree to protect employees who are eligible to retire on or before December 31, 1999 from adverse implications from GATT legislation.

16.6.4.2 Employees eligible to retire on or before December 31, 1999. All employees who are eligible to retire on or before December 31, 1999, and who are eligible for lump sum pension distributions, will be **eligible** to receive the **greater of the following** two lump sum calculation options for pension benefits accrued under Appendix XVIII in accordance with Section 16.6.1 or Section 16.6.2:

OPTION 1: "A + B"

A. For any lump sum benefits accrued under Appendix XVIII through 12/31/2010, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the

better (highest) of the following three assumptions:

- 1. US Treasury Rates (10 Year Treasury Bond Rates)**
- 2. PBGC Rates**
- 3. GATT Rates (30 Year Treasury Bond Rates)**

PLUS

B. For any lump sum benefits accrued under Appendix XVIII on or after January 1, 2011, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).

OPTION 2: "C"

C. For ALL lump sum benefits accrued by the employee under Appendix XVIII, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).

16.6.4.3 Employees eligible to retire on or after January 1, 2000. All employees who are eligible to retire on or after January 1, 2000, and who are eligible for lump sum pension distributions, will be eligible to receive the greater of the following two lump sum calculation options for pension benefits accrued under Appendix XVIII in accordance with Section 16.6.1 or Section 16.6.2:

OPTION 1: "A + B"

A. For any lump sum benefits accrued under Appendix XVIII through 12/31/2010, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the better of (highest) of the following two assumptions:

- 1. US Treasury Rates (10-year Treasury Bond Rates)**
- 2. GATT Rates (30 Year Treasury Bond Rates)**

PLUS

- B. For any lump sum benefits accrued under Appendix XVIII on or after January 1, 2011, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).**

OPTION 2: "C"

- C. For ALL lump sum benefits accrued under Appendix XVIII by the employee, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).**

- 16.6.5** Eligibility requirements and terms of coverage under the ALLTEL Plan for Hourly Employees' Pensions are set forth in Appendix XVIII of the Pension Plan.

16.7 Retiree Medical Benefits

- 16.7.1** Except as provided in Section 16.7.2 below, Grandfathered Employees (as defined in Section 16.6.1.1) shall **upon their retirement** be covered by the Citizens Retiree Medical Plan that was in effect on August 2, 2003.

- 16.7.2** Once a Grandfathered Employee (as defined in Section 16.6.1.1) attains seventy-six (76) points or has thirty (30) years of service, **he/she** will be eligible for the **Frontier** Retiree Medical Plan in effect at the time of retirement.

- 16.7.2.1** For Grandfathered Employees (as defined in Section 16.6.1.1) who attained seventy-six (76) points and thirty (30) years of service by September 30, 2006, the provisions of 16.7.2 **did not** take effect until December 31, 2006.

- 16.8** 401(k) Savings Plan: Regular Full-time and Regular Part-time Employees shall be eligible to participate in the **Frontier Communications 401(k) Savings Plan (formerly known as the Citizens 401(k) Savings Plan and hereinafter referred to as the "Savings Plan")** in accordance with the eligibility provisions of **the Savings Plan** and subject to Section 16.8.2, below. The terms of such participation generally shall

be in accordance with the provisions of the Savings Plan as in effect from time to time, but shall include the following special features:

16.8.1 An employee may elect to make voluntary pre-tax and/or after-tax contributions of any whole percentage of eligible compensation during a payroll period up to legally allowed maximums (no more than 75% for pre-tax and 50% for after-tax).

16.8.2 Employees who are not eligible to participate in **the Pension Plan** shall **also be eligible** for the following Savings Plan **provisions**:

16.8.2.1 Company Matching Contribution: the Company will match **50% of each eligible** employee's contribution to **the Savings Plan**, up to the first **six percent (6%)** of eligible compensation (**subject to a maximum Company matching contribution of 3% of eligible compensation per pay period and to the five-year graded vesting schedule provided for in Section 16.8.2.3**).

16.8.2.2 Fixed Company Contribution: for the life of **this Agreement**, the Company will make a fixed contribution equal to three percent (3%) of eligible compensation to **each eligible, active employee's Savings Plan account, regardless of** whether or not the employee elects to contribute any of his/her income to the Savings Plan. This fixed contribution will be made to each **eligible, active employee's Savings Plan** account each pay period or as soon **thereafter** as administratively possible.

16.8.2.3 Vesting of Contributions: Effective January 1, 2010, **the following five-year graded vesting schedule applies to both the Company Matching Contribution and the Fixed Company Contribution for newly hired employees**:

Years of Service	Vesting
Less than 2 Years of Service	0%
2 Years of Service	40%
3 Years of Service	60%
4 Years of Service	80%
5 Years of Service	100%

Article 17. Safety Practices

- 17.1 The Company will make every reasonable effort to provide employees with safe working conditions, and the Union will lend its full support and encouragement to the practice of safety by employees.
- 17.2 When there is a reasonable question that the physical condition of an employee would endanger the safety or health of that employee or other Company employees, the Company shall have the right to request such employee to undergo a physical examination(s) at Company expense to obtain competent medical opinion.

Should a change in job duties be necessary as a result of competent medical opinion, Article 15, Miscellaneous Provisions, Section 15.4 of this Contract would be used in applicable cases.

Article 18. Contract For Work

- 18.1 Nothing in this Agreement shall be construed to limit the right of the Company to employ contract labor to do work normally and usually performed by employees covered by this Agreement for the proper construction, installation and maintenance of facilities owned, served and/or operated by the Company for the rendition of proper communication service to the public.

The Company will not enter into any contractual arrangement for the construction, installation or maintenance of facilities as may result in the lay-off or part-timing of the employees customarily performing work of the same nature as that to be performed under the contractual arrangement.

- 18.2 The Company will employ contractors who provide their employees with wage and benefits packages that are at least equal in value to the top wage rate in the applicable wage classification of this Agreement.

Article 19. Wage Administration

- 19.1 The wage schedule in Appendix A indicate the intervals at which employees covered hereby will be considered for wage increases and basic wage rates for a given length of service. The basic hourly wage rate assigned to each employee shall be determined by the following:
- 19.1.1 Attendance, punctuality, application and conduct as well as the quantity and quality of the employee's work;

19.1.2 Period of service since the last merited progression increase or nonscheduled merit increase. In the case of part-time employees, such period of service shall be in accordance with Article 13, Seniority, Section 13.5.

19.2 It is recognized that cases may arise where it would be advisable for the Company to grant increases at shorter intervals than shown on the guide for those employees who are making exceptional progress or to grant increases at longer intervals than shown on the guide for those employees who are not making satisfactory progress.

19.2.1 When an increase is to be withheld, the employee, the employee's steward, and the employee's Business Manager shall be notified no later than one (1) week prior to the scheduled date by the employee's immediate supervisor of the reason for such action.

19.3 Incentive/Commission/Award Plans and/or Programs. The Company may implement sales or incentive, commission, prize or award programs or plans as may be necessary to meet sales or other Company goals. All employees within the bargaining unit, in addition to progression step increases and annual wage adjustments, shall be eligible to receive, upon qualification, all merit, bonus and incentive payments or prizes as a group or as individuals.

All employees are responsible for selling the Company's products and services. In addition, all employees are expected to participate in sales and sales incentive programs, and may be required to participate.

19.4 Establishing New Job Classification

19.4.1 Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows:

- (a) The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and the wage rate for the classification.
- (b) The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the wage rate for the new job classification.
- (c) If negotiations are not so initiated, the Company may proceed to staff the new job title and the wage rate provided by the Company shall remain in effect.

- (d) If negotiations are initiated pursuant to paragraph (b), above and agreement is reached between the parties within the ten (10) days following the Union's receipt of notice from the Company concerning the wage rate, the Company may proceed to staff the new job title using the agreed upon wage rate.
- (e) If negotiations are initiated pursuant to paragraph (b), above, and if the parties are unable to reach agreement within the ten (10) days following receipt of notice from the Company, the Union may, within ten (10) days of the expiration of the ten (10) day negotiation period, request that the issue of an appropriate wage rate be submitted for resolution to a neutral third party. Within seven (7) days of such demand, each party will submit its final proposed wage rate to the other party, which cannot thereafter be changed. At that time, the Company may then also proceed to staff the new job title using its proposed wage rate.
 - i) By mutual agreement between the Parties, the neutral third party shall be selected from among those who possess acknowledged expertise in the area of employee compensation.
 - ii) The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty-(30) days after the matter is referred to the neutral third party. While it is not intended that the third party undertake a full and complete job evaluation study, he or she shall review other comparable or relevant job classifications and their compensation packages for comparison purposes, and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
 - iii) In determining an appropriate wage rate, the neutral third party will assure that the compensation package permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace.
 - iv) A written decision as to the appropriate wage rate will be rendered by the neutral third party within forty-five (45) days of the date that the neutral third party was selected. In the event that the neutral third party determines that a

different wage rate than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 180 days.

- v) The costs of the third party neutral, and any associated administrative costs imposed by a third party administrator to which the parties have mutually agreed, will be borne equally by the Company and Union.

19.5 Direct Deposit

19.5.1 Notwithstanding any collectively bargained Agreement provision to the contrary, and to the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. account at a financial institution that accepts direct deposit transfers.

19.5.2 The Company will provide employees with electronic access to, or other means to obtain, their pay stubs. If, for reasons such as extended disability or vacation, an employee is unable to obtain a pay stub via the normally available means, alternate means will be available for employees to access or obtain a copy of their pay stubs.

Article 20. Cross-Jurisdictional Work Assignments

20.1 In July of 2010, Frontier Communications acquired certain former Verizon properties, including former Verizon Illinois (“Frontier North”) exchanges that are in close proximity to Frontier Communications of Illinois (“Legacy Frontier”) exchanges. This has led to the opportunity to compete more effectively and provide better customer service by assigning (“loaning”) IBEW-represented Illinois Frontier Legacy or Frontier North employees to work, respectively, in the Frontier North or Frontier Legacy Illinois properties.

20.2 The following provisions apply to cross-jurisdictional assignments of work:

20.2.1 For purposes of this Article 20, “the corresponding job classification” is the Frontier North job classification whose regular duties most closely match or overlap the duties being performed by a “loaned” employee.

- 20.2.2 The Company may loan employees to perform work in the manner described in this Article, subject to the following conditions:**
- 20.2.2.1 Such assignments may not cause the lay off or part-timing of any bargaining unit employee in the corresponding job classification.**
 - 20.2.2.2 Such assignments may not prevent the filling of any full-time bargaining unit vacancy in the corresponding job classification.**
 - 20.2.2.3 Such assignments may not occur during the nonscheduled hours of the Frontier North employees in the corresponding job classification who would normally be assigned to perform the work in question, unless the Company has first contacted, or attempted to contact, such employee(s) and offered him/her/them the opportunity to perform the assignment.**
 - 20.2.2.4 No bargaining unit employee shall be involuntarily transferred or displaced as a result of the application of the provisions of this Article, nor shall those provisions diminish, redefine or otherwise affect the bargaining units, or their responsibilities and/or jurisdiction.**
 - 20.2.2.5 The restrictions in Subsections 20.2.2.1 through 20.2.2.3 shall not apply to the assignment of Frontier North Senior Construction Technicians or Frontier North Equipment Installers into Legacy Frontier exchanges to perform the types of work normally performed by those classifications in Frontier North exchanges.**
- 20.3 Notwithstanding any other provision of this Article, the Reporting Exchange for employees covered by this Agreement must be a Frontier Communications of Illinois exchange.**
- 20.4 Nothing in this Article may be construed or applied to limit the right of the Company to assign all necessary resources in response to emergency situations such as natural disasters, fires, explosions, severe weather conditions or other occurrences that have an extraordinary impact on customer service.**

Article 21. Performance Bonus

- 21.1 The Performance Bonus Plan (the “Plan”) is **designed** to encourage and recognize teamwork and **exceptional employee performance**. The Plan affords employees a means of participating in the growth and success of the Company resulting from improved **customer service**, productivity and operating competitiveness, **and provides employees with additional income for their efforts**.
- 21.2 The Performance Bonus Plan will be implemented during each calendar year this agreement is in effect, beginning in 2013 (the “Plan Years” or, individually, “Plan Year”).
- 21.3 For each Plan Year, all Sales & Service Technicians will be **assigned to teams and** covered by the Plan. The Plan will include bonus components, with relative weightings and objectives, as **assigned by the Company**. The Company will establish and communicate the Plan structure (bonus teams, components, objectives, weightings, etc.) no later than March 31 of the Plan Year for which they apply. For the 2013 Plan Year, the Plan components and relative weightings will be as follows:

Incentive Components

Weighting -- 50%

- Average jobs completed per 8 hours

Weighting -- 25% each

- Take The Lead Referrals and Sales
- Repeat Trouble Reports

- 21.4 For each Plan Year the **available** bonus pool per employee will be **one and one-half** percent (1.5%) of the gross annual base pay for a Sales & Service Technician at the top rate
- 21.5 For each Plan Year the payout percentage within each **team** will range from a minimum of **50%** to a maximum of **150%** of the available bonus pool, depending on that **team’s performance** (results compared to objectives).
- 21.6 Performance Recognition Plan bonus awards will be paid to eligible and participating employees no later than March 31 of the year following the Plan Year.
- 21.6.1 In order to be eligible for this payment, employees must be on the payroll as of December 1 of the Plan Year (e.g., December 1, 2013 for the bonus paid in March 2014). For

employees who are laid off or who retire during the Plan Year, and for employees who resign before the payout date, this December 1 eligibility date does not apply; for those employees, the bonus will instead be prorated based on the number of full months the employee worked during the Plan Year.

- 21.6.2 For new hires, the bonus will be prorated based on the number of full months worked by the employee during the Plan Year.**
- 21.6.3 For employees who are not actively at work for 30 or more consecutive calendar days during the Plan Year (excluding vacation and PTO), the bonus will be prorated based on the number of full months the employee is actively at work during the Plan Year.**
- 21.6.4 An Employee transferring or changing bonus teams for any reason during the year will receive a bonus based upon the bonus team in which the employee resides at the end of Plan Year (December 31). Awards will not be prorated based on the time spent with each team.**
- 21.6.5 Employees who are discharged for cause before the payout date are ineligible for any bonus payout.**

Article 22. Job Bidding/Transfer

- 22.1 For the purpose of job bidding/transfer within the Service and Construction Departments, a procedure shall be established whereby employees shall be given the opportunity to apply for transfer to newly created positions or positions in which vacancies occur. The Company will provide the Union weekly notification of positions posted for bids/transfers.**
 - 22.1.1 Employees who successfully bid/transfer as a result of this Article, who are required to move their residence to the exchange area shall receive a \$2,500 moving allowance in lieu of all other expenses. Such moving allowance shall not be paid more than once in any twelve (12) month period.**
 - 22.1.1.1 Employees who elect to move their residence outside the exchange area and within a radius of thirty-five (35) miles from the designated reporting center, shall not receive the moving allowance.**

- 22.2 Each employee who has served at least eighteen (18) months at their present reporting center may submit a bid/transfer request for vacancies made available by use of the notification process referred to in Article 22, Job Bidding/Transfer, Section 22.5. Such bid/transfer requests will be submitted on forms designed for this purpose and obtained from the employees' immediate supervisor. Copies of bid/transfer requests shall be furnished to the Business Manager of each local Union by the employee.
- 22.2.1 Employees requesting bids/transfers must possess the necessary ability, aptitude, and physical coordination to properly perform the duties of the vacant position. It is the intent of the Company to transfer employees to his/her new job immediately. Cases in which employees are held in their current position over four (4) weeks from the offer date should be on an exception basis for business purposes and subject to the review of the department manager. Supervisors are to expedite transfers and promotions for employees based on this intent.
- 22.2.2 In determining the employee who will be selected to fill the vacancy, if more than one (1) employee meets the qualifications for the job, seniority will govern.
- 22.3 If at any time during the first eighteen (18) months of an employee's transfer to a new position it is shown that the employee that successfully bid/transferred does not have the aptitude or ability to meet the requirements of the new job, the employee shall be returned to the employee's former position and location, if available.
- 22.3.1 The month and date of wage review for employees at less than the maximum rate shall not be changed as a result of a transfer to a new position or work function under this Article.
- 22.4 Employees who have bid/transferred to new positions under this Article and have been unable to qualify, shall not be eligible to submit another bid/transfer request for another job for a period of six (6) months.
- 22.5 The Company will utilize a process that will ensure access to information concerning the availability of jobs for employees covered by this Agreement.
- 22.6 In the absence of eligible bidders/transferrers, management may elect to fill such vacancy by appointment.
- 22.7 It shall be the responsibility of the employee to be aware of job vacancies made available through the use of Article 22, Job Bidding/Transfer, Section 22.5.

- 22.8 Management may elect, without making available for bids/transfers under Article 22, Job Bidding/Transfer, to fill a vacancy with: 1) an employee returning from leave of absence, 2) by reemployment of a laid-off employee, or transfer of another employee to prevent the employee's lay-off, 3) by transferring an employee who is incapable of properly performing the employee's present job assignment, or who requests a transfer.
- 22.9 It is recognized that situations may arise where service requirements, as determined by the Company, necessitate filling a job vacancy with an employee already trained for the job. In such cases, the vacancy will be filled by the use of Section 22.2. If no qualified candidates are available as determined by the Company under Section 22.2, the vacancy will be filled by the Company optionally by the use of Section 22.10, 22.11, or by a new hire, or by other means as may be required by the force requirements or to obtain necessary qualifications.
- 22.10 In accordance with seniority, the Company shall have the right to reassign employees voluntarily to fill a job opening. Refusal of an employee to voluntarily accept reassignment shall not deprive that employee of future opportunity for advancement.
- 22.10.1 Employees reassigned in accordance with Article 22, Job Bidding/Transfer, Section 22.10 will assume the cost of their moving expense.
- 22.11 When Article 22, Job Bidding/Transfer, Section 22.10 is utilized to fill a vacancy, and there are no qualified volunteers, the Company has the right to involuntarily reassign an employee to fill the vacancy. The employee so reassigned shall be the qualified employee at the selected location who has the least seniority. In the event that an employee refuses a transfer for the purpose of maintaining continuous employment, such employee will be laid off.
- 22.11.1 Employees reassigned in accordance with Section 22.11 will have their moving expenses paid for by the Company.
- 22.12 **Written Job Testing: The provisions of this Section 22.12 and its subsections apply to written job testing.**

In the interest of further improving the job vacancy selection process as outlined in Section 22.2.1, the Company and Union agree that job testing may be utilized for specific work functions where validated tests are currently available or may become available in the future. It is further agreed that job testing may be included as a qualification measure of ability and aptitude referred to in Section 22.2.1 and used in the selection process.

- 22.12.1 Testing will not apply to those employees already in a work function for which the applicable test would be used. Where an employee successfully held a position within a two (2) year period, testing will not be required.
- 22.12.2 Test results will be on a pass/fail basis. Raw scores will be maintained by Human Resources and will not be released to supervisors or persons being tested.
- 22.12.3 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 of this Agreement.

Article 23. Force Adjustments

If mutually agreeable, the Company and the Union will meet and discuss a plan for the reduction of the workforce. If no plan can be agreed upon during these discussions the provisions outlined in the remainder of this Article shall apply.

- 23.1 When the Company determines that conditions warrant the part-timing or lay-off of employees in a reporting exchange, Temporary, **Term**, and Part-time employees will be laid off first prior to part-timing or lay-off of Regular employees performing the same work in which the force adjustment is required.
 - 23.1.1 Regular employees will be laid off and/or part-timed in the inverse order of seniority.
 - 23.1.2 Employees who are to be laid off under this Section may exercise their seniority in the following manner:
 - 23.1.2.1 Regular employees identified as force surplus will have bumping privileges to any work function for which they possess the necessary ability, aptitude and physical coordination. Employees who bump will be required to pass any additional tests applicable to the work function; employees must be capable of performing the work after a brief familiarization period not to exceed thirty- (30) calendar days.
- 23.2 Expenses associated with relocation under this Article shall be borne by the employee, except that the employee shall suffer no loss of regular pay for reasonable time off in connection with such relocation.

23.3 Recall after lay-off of Regular employees shall be in the reverse order of lay-offs, provided the employee has kept the Company informed of any change in address, is capable of performing the job available at the time of recall, has been approved by a Company physician for reemployment, and the period of lay-off has not exceeded twelve (12) months.

23.3.1 It shall be the responsibility of "laid off" employees to keep the Company notified of their current address.

Notification of recall shall be sent by registered mail to the latest address as furnished by the employee with a copy furnished to the Union. An employee so recalled must indicate acceptance of, and be available for, reemployment within two (2) weeks after receipt of the notice of recall or forfeit all rights under this Article. Recall rights shall not be lost unless recall is to the employee's former Division.

23.4 An employee who claims a position in another due to a lay-off shall be placed in the same step on the wage progression schedule for the position claimed as the employee occupied on the wage progression schedule for the employee's former position.

23.5 When an employee is forced to vacate the employee's current position due to a reduction in force and a vacancy subsequently occurs within twelve (12) months, in the employee's former position and location, such employee will be entitled to that vacancy at that location before such vacancy is posted for bid under Article 22, Job Bidding/Transfer. Any moving expenses would be borne by the employee.

23.5.1 The employee bumped from the vacant position most recently will have the first recall rights back to that position and location. An employee who declines to exercise their recall rights will forfeit further recall rights to that position and location. The employees filling vacancies through the recall procedure will be returned to the same wage step as they held when they were bumped from that position. The total time limited for recall rights outlined in Section 23.5 will extend for a time period not to exceed twelve (12) months from the date of displacement from the original position. Recall opportunities extended to employees for the original positions will cancel any subsequent recall rights.

Article 24. Deductions For Union Membership Dues

24.1 The Company agrees to make monthly collection of the Union dues or agency fee (not including initiation fees, fines or special assessments) for any employee submitting a signed payroll deduction authorization form to

the Company, and to pay over to each Local the total amount thus deducted for all such employees, together with a list of the names of the individuals from whom the deductions were made.

24.2 Collection of Union dues and agency fees by payroll deduction for any employee will proceed only on the basis of specific written authorization signed by the individual employee and delivered to the Company. Such written authorization shall be on a form acceptable to the Company and will continue in effect only during such periods as this Agreement or extensions thereof are in effect and the authorization remains unrevoked by the employee.

24.3 Where an employee receives insufficient pay or benefit payments during the monthly dues deduction period, no deduction for Union dues or agency fee will be made.

When an employee is temporarily transferred out of a position covered by this Agreement, removed from payroll, or on an unpaid leave of absence of more than one (1) month, no deductions shall be made. Deductions will, however, resume on the 30th calendar day following return of the employee to payroll in a position covered by this Agreement.

24.4 Should errors occur either through failure to begin deduction or to cease deductions, corrections will be made as of the date such errors are discovered without retroactive payments or deductions one way or the other.

24.5 If an employee is transferred or promoted on a permanent basis to an employment status exempt from the provisions of this Agreement, the Company will discontinue immediately the deduction of Union dues or agency fee and will notify the employee that the employee's new job does not come within the provisions of the Agreement.

24.6 The Union agrees that the Company assumes no responsibility in connection with these deductions except that of forwarding money deducted as set forth in this Article 24, Deductions for Union Membership Dues.

24.7 COPE Deduction

24.7.1 Frontier Communications agrees to deduct and transmit to IBEW, Locals 51, 21, & 702, collecting agent for IBEW-COPE, from the wages of its employees, the amount specified by any such employee, on a voluntary authorization form. These transmittals shall occur monthly accompanied by a list of names of the employees for whom deductions have been made and the amount deducted for each employee.

- 24.7.2 First year administrative fees of \$160 per Union Local will be applicable and a fee of \$60 annually thereafter.

Article 25. Labor Management Committee

- 25.1 The Company and the Union will establish a Joint IBEW Labor Management Committee in Illinois to discuss items of mutual interest. The Committee will meet upon request of either party, but not more often than one (1) time per calendar quarter unless subsequent meetings are mutually agreed to. The Union(s) may be represented by up to three (3) employees. Employees will lose no time or pay for any time spent for such meetings that occur during the normal scheduled working hours.
- 25.2 The parties recognize that it is in their best interest that Frontier work as efficiently and effectively as possible. Toward that end, the parties will encourage communication and cooperation, seek, encourage and participate in opportunities for inter-operation training and work assignments when and where such assignments may improve customer service; broaden employees' knowledge, skills and abilities, enhance productivity and efficiency; and further the goal of strengthening the Company as the supplier and employer of choice.

Article 26. Home Dispatch

- 26.1 The parties agree that the Company may establish "Home Dispatch" in those locations and among those positions where it is determined by the Company to be economically and operationally feasible. **The Company's Home Dispatch Guidelines/policy, if any, will apply to all Home Dispatch assignments; should there be a direct conflict between the provisions of the Home Dispatch Guidelines/policy and the provisions of this Article, the provisions of this Article will apply.**
- 26.2 **The Company shall determine the eligible job classifications and work groups. The Company may establish eligibility criteria for participation in the Home Dispatch Program. The Home Dispatch Program may be presented on an individual basis or to groups of employees, at the Company's discretion.**
- 26.3 **Under this program, employees will report directly to a work site or sites and will travel on their own time. The scheduled workday will commence at the time designated by management, and the employee's scheduled tour will begin at the designated work site. The employee's first and last assignments should normally be within the exchange(s) that serves as their base location or zone. On**

occasions when the first or last assignment is outside the home exchange(s), employees will be paid for the reasonable time to travel from their base location to the first job site or return to their base location from the last job site.

- 26.4 **Participation in the Home Dispatch Program will be voluntary; however, employees who elect to participate will be required to remain in the program for a minimum of ninety (90) days.**
- 26.5 **Employees who participate will be furnished a Company vehicle for travel to and from work. These vehicles will be used only for business purposes. Travel time to and from home shall not be paid.**
- 26.6 **Employees must live within twenty-five (25) miles of their Headquarters location to be eligible to participate in the Home Dispatch Program. Should the employee live beyond the twenty-five (25) mile limit, the Company may make an exception based on individual circumstances.**
- 26.7 **Employees will not be required to use personal time to maintain Company vehicles; however, they will be responsible to adhere to vehicle maintenance schedules for their assigned Company vehicle in accordance with the Company's preventative maintenance program**
- 26.8 **Employees will be expected to exercise good judgment in the use, storage and care of the Company vehicle.**
- 26.9 **The Company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.**
- 26.10 **Should an employee's base location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the ninety (90) days minimum participation period.**
- 26.11 **Should the Company discontinue the Home Dispatch Program, thirty (30) day notice will be given to the local union and employees who are participating. Employees who wish to discontinue their participation may be required to provide a thirty (30) days notice to the Company. Employees who deviate from the provisions of the program, employees who commit other conduct infractions, and/or employees who have been subject to disciplinary action for any reason may be removed from participation in the Home Dispatch Program at management's discretion.**

Article 27. Contract Period

- 27.1** This Agreement and the provisions thereof, when signed by the authorized representatives of the Company and the Union and approved by the International President of the International Brotherhood of Electrical Workers shall become effective the first payroll period after ratification, unless specifically noted otherwise, to and including, **September 17, 2016**, and shall continue in full force and effect **from year to year** thereafter unless terminated as hereinafter provided.
- 27.2** Either party or both may elect to **serve notice to terminate** this Agreement upon written notification to the other party at least sixty (60) days but not more than ninety (90) days prior to **September 17, 2016, or, if not terminated on September 17, 2016, at least sixty (60) days but not more than ninety (90) days prior to one of the subsequent expiration dates provided for in Section 27.1 of this Agreement.**
- 27.3** All terms of this contract shall remain in full force and effect until terminated.
- 27.4** The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement which supersedes, in its entirety, all previous Agreements. Any amendment to this Agreement mutually agreed upon during its interim period shall be reduced to writing, shall state the effective date, and shall be executed in the same manner as this Agreement.
- 27.5** Should any Federal or State law or regulation, or the final decision of any court of competent jurisdiction, affect any provision of this Agreement, the provision or provisions so affected shall be deemed to be amended so as to conform to the law, regulation or decision, and otherwise this Agreement shall continue in full force and effect.

Article 28. Drug and Alcohol Policy

- 28.1** The following represents the understanding of the parties concerning the implementation of the Company's Drug and Alcohol Policy.
- 28.1.1** At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained in order to be available for retest at the request of the employee and/or the Union as described below.

28.1.2 The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to request the additional specimen to be released to a certified lab to be retested. If there is no second specimen, a portion of the remaining specimen will be made available for retest. The Company's responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. This request must be made by the Union or the employee within ten (10) workdays from the date the original test result is provided to the employee. It is understood that the employee and/or the Union is responsible to arrange for the test and all associated additional costs. The results of this retest will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company. It is also understood that in some small percentage of the cases, it is possible that there may not be enough of the specimen remaining to retest.

28.2 Drug Testing Program Positive Test Disciplinary Procedure

28.2.1 Voluntary participation, which requires inpatient rehabilitation **for drug or alcohol use**, will be permitted twice during an employee's career without any suspension or disciplinary action being taken against the employee. Such voluntary participation must be requested by the employee prior to being notified of being subject to a drug/alcohol test. Sick pay benefits will be paid in accordance with the labor agreement and medical expenses will be paid in accordance with the Company's Group Medical Plan. Upon return to work, the employee will be subject to a twelve (12) month follow-up drug and/or alcohol-testing program. A positive (failed) test for drug-alcohol use during the twelve (12) month follow-up period will result in the employee's immediate termination.

28.2.2 **The decision on what level of disciplinary action will be taken against an employee who involuntarily tests positive for drugs or alcohol will be based on the just cause standard.** If an **employee is suspended, any** necessary remedial treatment as recommended by EAP personnel must begin immediately, or as approved by EAP personnel. Medical expenses associated with the rehabilitation will be in accordance with the Company's Group Medical Plan. Refusal to take the recommended remedial measures whether inpatient or outpatient, or failure to complete the prescribed program, will result in the employee's immediate termination.

28.2.3 An employee who involuntarily tests positive once, goes through treatment, and then later comes forth voluntarily, prior to being notified of being subject to a drug/alcohol test will be placed on sick leave during the voluntary approved rehabilitation and will receive medical coverage for such rehabilitation in accordance with the Company's Group Medical Plan.

FOR THE COMPANY:

FOR THE UNIONS:

Mike Kruger
Director, Labor Relations
Frontier Communications

Paul T. Wright
Business Manager
I.B.E.W. Local Union 21

Date: September 16, 2012

Jim Bates
Business Manager
I.B.E.W. Local Union 51

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

Date: September 16, 2012

APPENDIX A

The rates of pay outlined herein shall apply in accordance with Article 19, Wage Administration, to the employees of the Service and Construction Departments who are assigned to work under the **Sales & Service Technician** job title.

The parties agree that the Wage Schedule contained herein shall be effective **September 16, 2012**, and in accordance with the dates contained in the Wage Schedule thereafter.

SALES & SERVICE TECHNICIAN WAGE SCHEDULE

	9/16/2012	9/22/2013	9/21/2014	9/20/2015
Start	\$15.34	\$15.68	\$16.00	\$16.32
6 Months	\$16.60	\$16.97	\$17.31	\$17.65
12 Months	\$17.97	\$18.37	\$18.74	\$19.11
18 Months	\$19.67	\$20.12	\$20.52	\$20.93
24 Months	\$21.12	\$21.60	\$22.03	\$22.47
30 Months	\$22.89	\$23.41	\$23.88	\$24.35
36 Months	\$24.85	\$25.41	\$25.91	\$26.43
42 Months	\$26.97	\$27.58	\$28.13	\$28.69
48 Months	\$29.28	\$29.94	\$30.54	\$31.15

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702

CONCERNING CALL OUT OVERTIME ADMINISTRATION

The process for call out overtime distribution will be as follows:

1. At the beginning of each quarter, employees will be canvassed as to their interest in working call out overtime during the next quarter. Employees who do not want to work call out overtime during the next quarter will be placed on a "no interest" list, and will not normally be contacted for call out overtime.
2. Employees who want to be contacted for call out overtime will be placed on an "interested" in overtime list. Call outs for overtime will normally be made from this list. If an adequate number of employees are not available to meet the call out overtime need in any given situation, employees from the "no interest" list will be contacted to obtain additional employees to work the call out overtime situation. If, after the "no interest" list of employees is exhausted and an adequate number of employees is not obtained the Company will then assign the employees to work the call out overtime, starting from least senior, qualified up the seniority list until an adequate number of employees is obtained to meet the call out overtime need.
3. Call outs will be accomplished through the use of a monthly rotating list of employees. Each month the "interested" list of employees will be updated with the top name going to the bottom and all others moving up. This process will continue monthly including a normal rotation of the list into the next year to continue the rotation process. New employees entering the work group will go to the bottom of the call out list beginning with the first month that such employee is regarded as qualified to perform overtime work.
4. This process may be reviewed by the Union and the Company for any modifications that may be appropriate.
5. This Memorandum of Agreement is effective on the first payroll period following ratification and shall expire on **September 17, 2016**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **September 17, 2016**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

**International Brotherhood of Electrical
Workers, Local Unions 21, 51 & 702**

By: _____

By: _____

Michael Kruger
Labor Relations Director
Frontier Communications

Bill Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

Dated: September 16, 2012

Dated: September 16, 2012

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702
CONSTRUCTION WORK FUNCTIONS

The Union recognizes due to the changing environment in the telecommunications industry, it is necessary for former construction department employees to be trained and available to perform “customer facing” activities as required by the Company. To this end, notwithstanding Section 1.1 and Section 18.1 of the Collective Bargaining Agreement between the Parties, nothing in this Collective Bargaining Agreement or prior practices shall prevent or limit the right of the Company to utilize contractors to perform construction related work functions.

Frontier Communications

**International Brotherhood of Electrical
Workers, Locals 21, 51 & 702**

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Bill Henne
Chief Steward
I.B.E.W. Local 21

Dated: December 3, 2009

Dated: December 3, 2009

[Existing MOA that was “continued as is” in 2012 negotiations]

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF ILLINOIS

and

IBEW LOCALS 21, 51 & 702

EMPLOYEE ADJUSTMENT INCOME PLAN (EAIP)

1. Frontier Communications and IBEW, Locals 21, 51, & 702 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 Employee Adjustment Income Plan (the Plan). "Technological Change" shall be defined as a change in a method of operations, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological Change" shall not include lay-offs or force realignments caused by business conditions, variations in subscribers' requirements or temporary or seasonal interruptions of work.
2. During the term of this Agreement, if the Company notifies the Union in writing that a "Technological Change" has 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 fifteen (15) or more years;
 - (b) The combination of age and accredited service must total at least seventy-six (76) as of the date of the Company's notice to the Union; and
 - (c) 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 group(s) and/or work location(s) in which surplus exists, the number of employees in such titles and location(s) 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. An employee's election to leave the service of the Company and receive adjustment 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.
5. For employees who are eligible in accordance with Sections 1 and 2 above, the Company will pay a monthly benefit as follows:

Schedule of Adjustment Pay Benefits	
Years of Accredited Service	Monthly Payment
15 but less than 20	\$600
20 but less than 25	\$700
25 but less than 30	\$770
30 but less than 35	\$850
35 but less than 40	\$940
40 or more	\$1040

6. Adjustment pay benefits for employees who so elect to leave the service of the Company in accordance with Section 2 above, shall begin within one (1) month after such employee has left the service of the Company and shall continue until twenty-four (24) monthly payments have been made.
 - (a) Adjustment pay benefits will be reduced by the amount of any State or Federal Unemployment Compensation received by the employee during the time he/she is receiving adjustment pay benefits.
7. In addition, the affected employee may elect one (1) of the following options, which shall not exceed \$3,500.
 - (a) For up to twenty-four (24) months from the date of separation, a continuation of Company-paid premiums for existing medical plan coverage (excluding dental coverage) for the employee and his/her dependents;
 - (b) Reimbursement for successful completion of retraining in a new career field within a twenty-four (24) month period from the date of separation.

- Eligible employees may receive financial assistance for approved courses and/or programs undertaken at accredited or state-approved educational institutions. Enrollment must be within three (3) months from the date of separation from the Company.
- The cost of tuition, required textbooks and required lab and entrance fees will be reimbursed up to a maximum of \$3,500 as follows:
 - (1) 35% reimbursement of approved costs upon submission of receipted bills;
 - (2) 65% reimbursement of approved costs upon submission of proof of successful completion of course/program.

Approved training expenses that are covered by other employers, government benefits or scholarships will not be subject to reimbursement by the Company.

(c) Reimbursement for packing and cartage fees for a move to a new residence fifty (50) miles or more from the employee's present residence within a twenty-four (24) month period from the date of separation.

8. In lieu of the benefits listed in Sections 5 and 6 (monthly payments for twenty-four (24) months) and Section 7 (maximum \$3,500 option), an eligible employee may elect to combine these two amounts and apply the total amount to the continuation of employee/dependent health insurance premiums (excluding dental coverage) until the employee becomes eligible for Medicare or the total amount is depleted, whichever occurs first. If the employee becomes eligible for Medicare before the total amount of the combined benefit is depleted, any surplus will be distributed to the employee on a monthly basis per Section 5.
9. The maximum amount of adjustment pay benefits payable shall in no event exceed a total of \$24,960 and when combined with one of the elected options, shall not exceed \$28,460. The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the percentage of a full year's equivalent (i.e., 700 hours worked taken as a percent of 2,080 hours equals 33.65%).

In no event shall the total adjustment pay benefits exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (exclusive of tour premiums or temporary differentials, overtime pay, commissions, bonuses or other extra payments) received during the year immediately preceding the termination of service.

10. In addition to the benefits set forth in Sections 5, 6 and 7 or in Section 8 above, employees who so elect to leave the service of the Company and receive adjustment pay benefits may elect to receive, in combination with such benefits, a retirement service pension if eligible for such pension.
11. Payments under the Plan, with the exception of the retraining benefits, shall cease upon the reemployment of a recipient by the Company or any affiliated or subsidiary companies within Frontier Communications. If an employee is enrolled in a course/program at the time of reemployment, the 65% reimbursement portion of the retraining benefits will be made upon the successful completion of the course/program within twenty-four (24) months from the date of separation or twelve (12) months from the date of reemployment, whichever ever occurs later. No reimbursement will be made beyond that date.
12. Reemployed employees must complete one (1) full year of accredited service with the Company before becoming eligible again for termination benefits. In subsequent terminations to which this Agreement is applicable, the employee shall receive the difference between the termination benefits for which he/she is presently eligible and any benefits previously received.
13. All benefits payable under the Plan are subject to legally required deductions.
14. Upon the death of a recipient, all benefits under the Plan will be paid as a lump sum to the designated beneficiary or estate.
15. This Agreement will be implemented prior to invoking the provisions of Article 23, Force Adjustments, of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
16. An employee who elects under the Plan shall not be entitled to any of the provisions outlined in Article 23, Force Adjustments, of the Collective Bargaining Agreement, nor any other termination allowance offered by the Company.
17. Neither the right to effect a "Technological Change", the determination of a surplus condition, eligibility for participation in the Plan, nor any other part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
18. This Memorandum of Agreement is effective the first payroll period following ratification and shall expire on **September 17, 2016**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, including the EAIP, shall terminate on **September 17, 2016**, and

shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

**International Brotherhood of Electrical
Workers, Local Unions 21, 51 & 702**

By: _____

By: _____

Michael Kruger
Labor Relations Director
Frontier Communications

Bill Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

Dated: September 16, 2012

Dated: September 16, 2012

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702

EMPLOYEE ADJUSTMENT INCOME PLAN (EAIP) ALTERNATIVE

1. Frontier Communications and IBEW, Locals 21, 51, & 702 agree to this Employee Adjustment Income Plan (EAIP) Alternative.
2. Employees, otherwise eligible for the EAIP, may elect this alternative in lieu of the EAIP when offered at the Company's discretion.

In lieu of the twenty-four (24) monthly payments and the \$3,500 option (for medical benefits, education benefits or moving benefits), eligible employees may elect to receive the present value of these benefits in a lump sum, subject to legally required deductions. The lump sum payment schedule is as follows:

YEARS OF ACCREDITED SERVICE	MONTHLY PAYMENT	LUMP SUM PAYMENT
15 but less than 20	\$600	\$17,900
20 but less than 25	\$700	\$20,300
25 but less than 30	\$770	\$21,980
30 but less than 35	\$850	\$23,900
35 but less than 40	\$940	\$26,060
40 or more	\$1040	\$28,460

This Memorandum of Agreement is effective the first payroll period following ratification and shall expire on **September 17, 2016**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the EAIP Alternative, shall also terminate on **September 17, 2016**.

Frontier Communications

**International Brotherhood of Electrical
Workers, Local Unions 21, 51 & 702**

By: _____

By: _____

Michael Kruger
Labor Relations Director
Frontier Communications

Bill Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

Dated: September 16, 2012

Dated: September 16, 2012

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702
EMPLOYEE IMAGE POLICY & STANDARDS

At Frontier, presenting a professional, competent and caring image to our Customers continues to be critical in driving a competitive advantage. We must ensure that every customer is delighted by our service, our professional approach and our willingness to do whatever it takes to meet their needs. This is achieved by continuing to focus on one of our most important core values “Putting the Customer First.” This value means that we demonstrate a strong customer service orientation, exemplify the highest quality standards, and protect the cleanliness of the customer environment. Therefore, we have established, in accordance with our Peace of Mind Service Delivery Initiative, the following Employee Image Policy and Standards to help support this improved customer experience.

Note: The Policy and Standards set forth in this document apply to customer-facing employees as that term is defined below. For all other employees, existing policies, standards, guidelines, and practices relating to dress and appearance continue to apply. If you have questions about appropriate business attire, please consult with your local Human Resources Department.

Section I

BUSINESS ATTIRE/UNIFORM POLICY

Uniforms will be provided for, and must be worn by, all customer-facing employees. “Customer-facing” employees are those who have direct contact with customers at their residences, businesses, and at Company locations that serve the public.

Note on Community Events: Employees with uniforms are expected to wear their uniforms when representing the Company at community events. The Company recognizes that for some community events, business or business casual attire may be the more appropriate attire (and may be specified on the invitation or announcement).

The Company may furnish any or all of the following uniform items:

- Shirts (such as polo shirts, and long-sleeve and short-sleeve work shirts)
- Hats

- Jacket
- Pants
- Shorts (only if approved for the particular area; see also, Section II – 1, Safety)

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

Employees will be responsible for the laundering of uniform items and will be paid a \$5 per work- week laundering allowance.

The following items of work equipment shall be provided by the Company to further the objectives of this Employee Image Policy & Standards, and worn as outlined below:

- SHOE/BOOT COVERINGS – When entering a customer’s premises, these coverings must be worn to avoid soiling the customer’s premises.
- UNIFORM COVERALLS - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers’ premises.

Section II

UNIFORM WEAR AND CARE STANDARDS

The following standards will help define acceptable uniform wear and care:

1. Safety: the first and most important consideration in wearing uniform items and accessories is safety. All safety rules and guidelines must be followed. Appropriate Personal Protective Equipment (PPE) must be worn at all times as required by Company Safety Policies, including Safety Footwear. Only Company authorized PPE may be used in accordance with Corporate Safety Standards, and may never be altered in any manner. By way of example only, where permitted, shorts may not be worn when climbing poles; entering manholes, or working around poisonous plants, animal or insect hazards.
2. Uniforms are not to be altered in any manner and must be worn during all working hours.
3. Uniform items must be clean and neat in appearance (for example, not excessively wrinkled, torn, etc.). There is no requirement that pants be ironed or pressed.

4. Only Company-approved or issued hats/caps may be worn. Hats/caps must be worn with the front/rim facing forward. If you have special needs, please communicate those needs directly to your supervisor.
5. Shirts are to be tucked in and all buttons, except the collar button, must be fastened at all times (this includes cuff buttons on long sleeve shirts when the sleeve is worn around the wrist).
6. Undershirts are permissible if they meet the following criteria:
 - a. No visible graphics or writing
 - b. Color of undershirt is a complementary color to the outer uniform shirt (black, red, or white are preferable)
 - c. For long sleeve undershirts worn under a short sleeve uniform shirt, the visible portion of the undershirt is in good repair
7. Employees are expected to exercise reasonable care to prevent damage to uniforms. Worn, damaged or otherwise unsightly uniform components will be replaced with Company approval.
8. Uniforms (shirts, hats, coats, etc.) are Company property and as such must be returned should you leave the Company or transfer into a position where the uniform is not required.

Section III

GROOMING AND ACCESSORY STANDARDS

Note: Where applicable, OSHA-mandated requirements are controlling and will supersede any standard not consistent with the OSHA requirement.

1. CLEANLINESS - Employees must ensure overall proper personal cleanliness including cleanliness of hands, shoes and uniforms at all times to protect and respect the customers' premises.
2. HAIR – Hair should be clean and neatly groomed and pulled back/restrained if length exceeds below the shoulders.
3. BEARDS/GOATEES – Beards and goatees must be neatly trimmed. Neatly trimmed facial hair is allowed, up to 2 inches in length, measured from the chin.
4. MUSTACHES – Mustaches must be neatly trimmed.
5. SIDEBURNS – Sideburns must be neatly trimmed.
6. VISIBLE TATOOS/BODY ART – Employees will be required to cover up offensive or vulgar tattoos/body art during working hours.

7. JEWELRY - Visible facial or body piercings (tongue, eyebrow, nose, etc.) are not permitted. Employees may wear small, post or stud style earrings - limited to one earring per each ear.
8. SHOES/BOOTS - All work boots/shoes must be compliant with applicable OSHA and Company safety requirements. Where the Company provides an allowance for work boots/shoes, those work boots/shoes are to be worn. In general, footwear should be maintained in a clean and presentable condition, and have an appearance that is appropriate for the employee's uniform.

Frontier Communications

**International Brotherhood of Electrical
Workers, Locals 21, 51 & 702**

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Bill Henne
Chief Steward
I.B.E.W. Local 21

Dated: December 3, 2009

Dated: December 3, 2009

[Existing MOA that was "continued as is" in 2012 negotiations]

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702
LOCAL AREA NETWORK (LAN) SYSTEMS

This Memorandum of Understanding outlines the manner in which future work will be performed concerning the installation, maintenance and repair of personal computers, mini computers, Local Area Network (LAN) systems and related peripheral equipment, cabling, and software.

1. Bargaining unit (craft) employees may be utilized (as deemed appropriate by the Company) to perform installation, maintenance, and/or repair of personal computers, mini computers, LAN systems or related peripheral equipment, cabling, or software. However, nothing in this Memorandum of Understanding may be construed to reduce or restrict the right of the Company to utilize non-bargaining unit employees, management employees, or contractor labor, or allow customers to perform work associated with the installation, maintenance, and/or repair of personal computers, mini computers, LAN systems, or related peripheral equipment, cabling, or software.
2. Normal procedures of paperwork flow, record keeping, and supply and location of materials, equipment, tools, and parts as well as, other administrative procedures may be abridged or modified at the sole discretion of the Company, concerning the installation, maintenance and repair of personal computers, mini computers, LAN systems or related peripheral equipment, cabling, or software, whether bargaining unit employees, non-bargaining unit employees, management employees or contractor labor is used. Order processing, installation, maintenance, and repair activities may be assigned to any position within the bargaining unit, as determined appropriate by the Company, or by non-bargaining unit or management employees.

Setup, installation, removal, or movement of work station furniture, lighting, and other non-telephone, non-computer equipment, tools, etc., will continue to be performed as it is today.

This Memorandum of Agreement is effective on the first payroll period following ratification and shall expire on **September 17, 2016**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **September 17, 2016**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

**International Brotherhood of Electrical
Workers, Local Unions 21, 51 & 702**

By: _____

By: _____

Michael Kruger
Labor Relations Director
Frontier Communications

Bill Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

Dated: September 16, 2012

Dated: September 16, 2012

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702
2014 AND 2015 MEDICAL “RE-OPENERS”

During 2012/2013 collective bargaining, Frontier Communications of Illinois (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 21, 51 and 702, (collectively, “the Union”) reached agreement on a four-year Collective Bargaining Agreement (“CBA”), which expires on September 17, 2016. That CBA includes amendments to the design of the medical plans offered by the Company to its employees. It also provides for medical premium contribution percentages by the Company and employees to remain unchanged for the life of the CBA.

During 2012/2013 collective bargaining, the Company and the Union agreed to allow the CBA to be re-opened during the life of the CBA for the purpose of discussing limited amendments to the medical plan provisions, subject to the following restrictions:

1. The CBA may be re-opened for such discussions under this Memorandum of Agreement only twice during the life of the CBA – once during the 30-day period starting on September 16, 2014, and once during the 30-day period starting September 16, 2015.
2. Either party may request to re-open the CBA for such discussions by providing written request to the other party at least 21 calendar days prior to September 16, 2014 and/or at least 21 calendar days prior to September 16, 2015.
3. Upon receipt of such written request, the receiving party will advise the sending party if they are in agreement to re-open the contract for such discussions. Neither party is obligated to agree to re-open the CBA for such discussions. Should either party decline to re-open the CBA for such discussions, the CBA will not be re-opened.
4. Should both parties mutually agree to re-open the CBA for such discussions, the following limited provisions will be considered “re-opened” for negotiations and will be the only proper subjects of discussion by the parties during such negotiations:
 - a. Whether to change from the negotiated medical plan to an alternate medical plan (for example, the NECA FMCP 16) at some point during the life of the CBA.
 - b. Medical premium contribution structure and percentages.

5. Should both parties mutually agree to re-open the CBA for such discussions, it is the intent of the parties to engage in open dialogue concerning the feasibility of changes, with the goal to identify solutions that would be mutually beneficial – financially and operationally – to both the Company and its employees.
6. During any such period when the CBA is re-opened, the Union agrees that it will not call upon or authorize employees to cease and abstain from the continuous performance of their respective duties with the Company. The Union specifically agrees that employees may not strike during such, or as a result of such, re-opener.
7. During any such period when the CBA is re-opened, the medical plan design and premium contributions as provided in Article 16, “Health, Welfare and Retirement Plans”, of the Collective Bargaining Agreement, as amended during 2012/2013 negotiations, will continue in full force and effect.
8. Should the parties agree to re-open the CBA but not agree to change to an alternate medical plan or to change the medical premium contributions during the 30-day period(s) provided for in Section 1, above, the medical plan design and premium contributions as provided in Article 16, “Health, Welfare and Retirement Plans”, of the Collective Bargaining Agreement, as amended during 2012/2013 negotiations, will continue in full force and effect.

This Memorandum of Agreement is effective upon ratification of the Collective Bargaining Agreement and shall expire on September 17, 2016. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on September 17, 2016, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier Communications

International Brotherhood of Electrical Workers, Local Unions 21, 51 & 702

By: _____

By: _____

Michael Kruger
Labor Relations Director
Frontier Communications

Bill Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

Dated: September 16, 2012

Dated: September 16, 2012

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702
SALES & SERVICE TECHNICIAN

During collective bargaining negotiations in 2007, the parties discussed the continuing process of creating full flexibility in the duties that can be accomplished by employees in the following classifications holding the respective technician titles:

P5 Classification

- Senior Cable Technician
- Cable Technician
- Customer Zone Technician II
- Cable Splicer

P6 Classification

- Business Zone Tech I
- Customer Zone Technician I
- Equipment Installer

The Unions and the Company jointly endorse utilization and implementation of the “one technician out” (or “single dispatch”) concept as a competitive initiative, with the objective being to service customers with a single dispatch and/or work assignment. The Company will continue to train and utilize employees to be able to safely and efficiently perform the entire job in a single dispatch or single assignment, while recognizing that employees may require additional training in order to be qualified to perform all work functions.

In recognition of these principles, the P5 and P6 classifications will be eliminated and all of the above-listed titles shall be re-designated as Sales and Service Technician.

In recognition of the fact that employees will continue to have primary work functions, the Sales and Service Technician titles will be further designated administratively with the work function “(CO)” and “(OSP)”. All employees currently in the P6 classification, except for those in the Business Zone Tech I job title, shall be designated with the “(CO)” work function. All employees currently in the P5 classification and in the Business Zone Tech I job title shall be designated with the “(OSP)” work function.

The “(CO)” and “(OSP)” work function designations will be used to compose and administer work groups for such things as tour assignments, vacation selection and overtime administration, but primary job function designations will not serve to limit the duties an employee is assigned or expected to perform consistent with the employee’s safety and the employee’s qualifications, experience and/or training.

In addition, in the event of a force adjustment under Article 23, employees will retain their former "P6" and "P5" classification status they held immediately before being re-designated Sales and Service Technician.

New hires into the Sales and Service Technician (CO) job title and new hires engaged primarily to perform the work functions performed by the former Business Zone Tech I job title will be treated as "P6" for purposes of Article 23; new hires into the Sales and Service Technician (OSP) job title will be treated as "P5" for purposes of Article 23 (except for new hires engaged primarily to perform the work functions performed by the former Business Zone Tech I job title).

Frontier Communications

International Brotherhood of Electrical Workers, Locals 21, 51 & 702

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Bill Henne
Chief Steward
I.B.E.W. Local 21

Dated: December 3, 2009

Dated: December 3, 2009

[Existing MOA that was "continued as is" in 2012 negotiations]

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ILLINOIS
and
IBEW LOCALS 21, 51 & 702
TERMINATION PAY PLAN (TPP)

1. Frontier Communications and IBEW, Locals 21, 51, & 702 recognize the need for “Technological Change” in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as "the Agreement"). "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 lay-offs caused by business conditions, variations in subscribers' requirements or temporary or seasonal interruptions of work. In order to lessen the economic impact due to a “Technological Change” upon regular employees covered under the collective bargaining agreement between the Company and the Union ("Labor Agreement"), the Company and the Union agree to establish the Termination Pay Plan ("the Plan").

2. During the term of this Agreement, if the Company notifies the Union in writing that a “Technological Change” has created a surplus situation, regular employees meeting the following qualifications shall be eligible for plan participation:
 - (a) Accredited service of one (1) 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;

 - (c) Are not entitled to participate in the Employee Adjustment Income Plan.

However, the Company reserves the right to apply this plan to any surplus in force whether or not brought about by “Technological Change” to which it 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 report center(s) in which a surplus exists, the number of work group(s) and/or report center(s) in which surplus exists, the number of employees in

such titles and locations who are considered to be surplus, and the period during which the employee may, if they so elect, leave the service of the Company pursuant to this Plan. In no event shall the number of employees who may make an election 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 above, the Company will provide the following termination benefits:
 - (a) One (1) weeks' pay at the "basic wage rate" (excluding differentials, overtime pay, bonuses, commissions, premiums, or extra payment) for each full year of accredited service up to and including ten (10) years;
 - (b) Two (2) weeks' pay at the "basic wage rate" for each full year of accredited service in excess of ten (10) years to a maximum of thirty-six (36) weeks' pay in total;
 - (c) Continuation of one-half (1/2) of the Company paid premium of existing medical and dental coverage for the employee and the employee's dependents for a period not to exceed six (6) months;
 - (d) Reimbursement for the successful completion of retraining in a new career field within a twenty-four (24) month period from the date of separation at a cost not to exceed \$3,000;
 - (e) Reimbursement up to \$2,200 for packing and cartage fees for a move fifty (50) miles or more from the employee's present residence within a twenty-four (24) month period from the date of separation. Employees electing reimbursement for retraining benefits under (d) above, will not be eligible for the miscellaneous moving expense.

To be eligible for retraining benefits, approved courses and/or programs must be taken at accredited or state approved educational institutions and enrollment must be within three (3) months from the date of separation from the Company. The cost of tuition, required textbooks and required lab and entrance fees will be reimbursed as follows:

- (1) 35% reimbursement of approved costs upon presentation of receipted bills; and
- (2) 65% reimbursement of approved costs upon submission of proof of successful completion of the course/program.

Approved training expenses that are covered by other employers, government benefits or scholarships will not be subject to reimbursement by the Company.

If an employee is enrolled in a course/program at the time of reemployment by the Company or any affiliated or subsidiary companies within Frontier Communications, the 65% reimbursement portion of retraining benefits will be made upon successful completion of the course/program within twelve (12) months from the date of reemployment. No reimbursement will be made beyond that date.

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 subparagraphs a, b, d, and e of this Paragraph 4.

5. Termination Pay benefits for employees who so elect to leave the service of the Company in accordance with Paragraph 2 shall begin within two (2) weeks after such employee has left the service of the Company and shall continue on a normal pay period basis until the earliest of (a) exhaustion of benefits as set forth in Section 4, or (b) reemployment by the Company or any affiliated or subsidiary companies of Frontier Communications, or (c) death of the former employee.
6. Reinstated employees must complete one (1) full year of accredited service with the Company before becoming eligible for termination benefits. In subsequent terminations to which the Agreement is applicable, the employees shall only receive the difference between the termination benefits for which presently eligible and any benefits previously received.
7. All Benefits payable under the Plan are subject to legally required deductions.
8. 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 at which the employee is assigned to work out of, when the employee is continued in the employment of the new management of the exchange or office.
9. 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.
10. Termination pay benefits provided for in the Plan shall be suspended in the event a recipient engages in the activities or employment that is in direct competition with Frontier Communications.

11. An employee who elects under the Plan shall not be entitled to any of the provisions outlined in Article 23, Force Adjustments, of the Labor Agreement, nor any other termination allowance offered by the Company.
12. Neither the right to effect a "Technological Change", the determination of a surplus situation, eligibility for participation in the Plan, nor any other part of this Plan or Agreement shall be subject to the arbitration provisions of the Labor Agreement.
13. This Agreement is effective **September 16, 2012**, and shall remain in effect up to and including **September 17, 2016**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the TPP, shall also terminate on **September 17, 2016**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

**International Brotherhood of Electrical
Workers, Local Unions 21, 51 & 702**

By: _____

By: _____

Michael Kruger
Labor Relations Director
Frontier Communications

Bill Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

Dated: September 16, 2012

Dated: September 16, 2012