

Contract Explanation

Communications Workers of America & Frontier California Inc.

November 10, 2022

Contract Duration

4-years, effective September 5, 2021, and expires on September 6, 2025

Recognition and Duration:

This Agreement (hereafter referred to a “Primary Agreement”), wage schedules, and job classifications listed in Appendix A shall take effect on [ratification date] ~~March 10, 2013, however, there will be no retroactively of any contractual provision, Memorandum of Agreement or Letter of Understanding prior to the date of ratification of the 2013 Proposal for Settlement, and shall remain in full force and effect until 11:59 p.m., September 6, 2025~~ ~~March 4, 2017~~, and shall automatically continue in full force and effect thereafter until terminated or amended, in accordance with the following procedures:

General Wage Increases (GWI):

General Wage Increases shown below apply to all employees in the CWA California Frontier Core and CWA California Frontier Supply Chain Services bargaining units. Retroactive pay increases will cover from the Contract Expiration to the Ratification of the new contract.

GWI Effective March 3, 2021	2.0%
GWI Effective March 6, 2022	1.5%
GWI Effective September 4, 2022	1.5%
GWI Effective March 5, 2023	1.5%
GWI Effective September 3, 2023	1.5%
GWI Effective March 3, 2024	2.0%
GWI Effective September 1, 2024	2.0%
GWI Effective March 2, 2025	1.5%
The Compounded GWI is 14.3% over 4 years	

Team Performance Award

The Team Performance Award (TPA) MOA will be extended another year, and remain in place for 2022, with a payout in 2023.

Final TPA awards will be payable in April of 2023.

Job Security Protection

The Company agrees that through **September 6, 2025**, it will not layoff, downgrade or involuntarily terminate the employment, other than for “cause” under and subject to the terms of the applicable California CWA collective bargaining agreement (CBA), of any Covered Employee in the state of California represented by the Union who, as of the date of Close (**April 1, 2016**), **was** ~~is~~ actively employed or, if not actively employed, **was** ~~is~~ on a leave of absence or other authorized absence with a right of continued employment or reinstatement.

Article 6 Definitions

5. Employee – as used in this Agreement refers to any employee, any gender.

Article 12 Grievance

Grievance Process Trial will become effective January 1, 2023 and will continue through December 31, 2023. During the trial period, this Trial Grievance Process will supersede the current grievance process as set forth in Article 11 – Bargaining and Grievance Meetings and Article 12 – Grievance Procedure.

1. The term “grievance” as used in this contract shall mean any grievance made either by an individual employee or group of employees contending that he or they are being prejudiced as a result of misinterpretation or misapplication of any of the terms of this contract or wage schedules from time to time in effect. The above definition shall be grievances subject to arbitration provided the procedures as set forth within this Article are followed.
2. Nothing shall prevent the presentation of grievances not falling within the above said definition except grievances of this nature shall not be subject to arbitration.
3. Grievances of any employee or group of employees shall receive fair, just and speedy consideration and shall be handled without prejudice.
4. A grievance that is to be recognized by either the Company or the Union must be presented within thirty (30) days after the alleged violation occurs except as provided under Article 10, Section 2.
5. Step 1
 - A. The grievance shall be presented in writing, on Form 90005674, to the aggrieved employee’s immediate supervisor.
 - B. The form shall be prepared and submitted in person or electronically. The Company will assign a grievance number, and the supervisor will provide either an electronic or hardcopy of the grievance to the Union by 5:00 p.m. of the next normal workday.
 - C. The grievance shall contain a statement of facts in sufficient detail to set forth the nature of the grievance, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Contract Article and Section or company practice.
 - D. The Company and the Union agree to meet within (10) working days after the return of the grievance form to the Union to explore solutions to the problems.
 - E. No more than **three** union representatives and no more than **three** management

employees to attend at this step. If requested by the grievant, the grievant may attend as a **fourth** person. Meeting attendees will consist of Local Management and Local Steward or their designee. If a technical expert is needed, that representative will be counted as one of the **three** attendees. If mutually agreed in writing when the meeting is scheduled, up to one Steward in training may attend as an observer and will not be in a participatory capacity. Pay shall be allowed for not more than **three (3)** employees.

- F. All issues resolved at Step 1 will neither establish a precedent, nor be referred to in any future grievances, arbitrations, or litigation except on matters pertaining to the grievant in question.

Step 2

- A. In the event a grievance is not resolved at Step 1, the local may within ten (10) days submit the grievance to 2nd level management.
- B. The parties will meet within fifteen (15) days in a final effort to resolve the grievance at this level.
- C. No more than **three** union representatives and no more than **three** management employees to attend at this step. Meeting attendees will consist of Second Level Management and the Local President or their designee. If a technical expert is needed, that representative will be counted as one of the **three** attendees. Second level managers that are located outside of the area can exercise their right to attend the meeting via phone or video conference.
- D. All issues resolved at Step 2 will neither establish a precedent, nor be referred to in any future grievances, arbitrations, or litigation except on matters pertaining to the grievant in question.

Step 3

- A. In the event a grievance is not resolved at Step 2, the local may within ten (10) days submit the grievance to the National Union.
 - B. The parties will meet within fifteen (15) days in a final effort to resolve the grievance at this level.
 - C. Meeting attendees will consist of Labor Relations Manager and CWA District Staff Representative.
 - D. If this fails, the Union may proceed to arbitration under the terms of Article 13 of the agreement.
- 6. The parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed, or recess the grievance to obtain additional information. Any waiver agreed upon shall be either made in writing or confirmed in writing.
 - 7. It is understood that every effort will be made by both parties to resolve the grievance in the meeting at the applicable Step. If unable to do so, the Company will

give its answer in writing on the grievance form within three (3) days following the meeting.

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

At the conclusion of the trial period the parties will meet to discuss the status of the Grievance Process Trial. Unless the parties agree in writing to continue the trial process, as set for the above with amendments, the grievance process will revert to the process

set forth in Article 11 – Bargaining and Grievance Meetings and Article 12 – Grievance Procedure of the CBA.

Article 21 Time Absent for Elections

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

Article 23 Holidays

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

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

Memorandum of Agreement – Substitute Holiday for Juneteenth 2022

Frontier California Inc. ("Company") and Communications Workers of America (hereinafter "Union") agree as follows:

For calendar year 2023 only, employees will be provided Veteran's Day as a substitute holiday for the 2022 Juneteenth Holiday.

Article 24 Leave of Absence for Personal/Medical Reasons

5. An employee may be excused for personal reasons without pay up to a maximum of two (2) months and such absence will not be deemed a leave of absence. However, an employee may not be excused under this provision immediately following a leave of absence as provided for under Section 1 in this Article. **The Company will notify the Local Union in advance of excusing an employee for personal reasons under this Section 5 where it has done so in anticipation of the employee being placed on a Medical or Personal Leave of Absence after the employee has exhausted the excused unpaid time off granted under this Section.**

Article 26 Transfer Allowances

1.2 A relocation allowance of ~~\$150~~ \$250.

1.3 An allowance of ~~\$150~~ \$250 for packing household goods.

Article 30 Safety

The Company will provide safe working conditions, **including maintaining an adequate supply of Personal Protective Equipment for employees**, and will instruct its employees in safe methods and practices of performing their work through a definite safety program scheduled on Company time. It shall be the responsibility of the Safety Committee to recommend the correction of any unsafe working conditions that may arise. Each Safety Committee will include one (1) member, for each local represented within the Geographic Location, appointed by the Union. Safety Committees will be established based on the following Geographic Locations:

Add the cities listed below to the following Geographic Locations for the purpose of establishing Safety Committees:

- Monrovia/Irwindale/Whittier/Pico Rivera/**Arcadia/City of Industry**/La Habra/Covina/Baldwin Park/Pasadena/La Puente/Downey/Bellflower/Norwalk
- San Fernando/Granada Hills/Woodland Hills/Sherman Oaks/**Van Nuys/Chatsworth**

Article 32 Sickness and Accident Benefits

3.2.1 "Immediate Family" for the purpose of this Section shall mean parents, stepparents, adoptive parents, children, stepchildren, adopted children, brothers, stepbrothers, sisters, stepsisters, husband, wife, **domestic partner**, step-grandparents, great grandparents, grandparents, grandchildren, mother-in-law, father-in-law.

4.3 Management will reserve the right to investigate any case of disability due to illness, injury or other cause, for which benefits are requested, and in its sole discretion may require an opinion from a physician other than the one in regular attendance, or a statement from the physician in regular attendance and the payment of benefits will be governed by such investigation and opinion. ~~Benefits will not be paid in cases of absence caused by nervous disorders unless a physician, selected and paid by the Company, shall deliver to the Company a statement in writing to the effect that such nervous disorder is sufficiently serious to make it essential that the employee be relieved from work for a definite period of time.~~

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

Article 33 Employee Training

1. Assignments to positions covered by this contract for pre-management training purposes shall be filled at the discretion of Management. The number of employees to be assigned at any one time will not exceed an aggregate of one (1) percent of the total bargaining unit.

1.1 If, after an employee has been assigned to this training program, he is not selected for promotion to Management, he will reassigned to the job or to a job on the same wage schedule

as that which he held at the time of his selection he would have had had he remained on the job class.

2. Within each work group, employees will be given opportunity to learn, in an orderly sequence, all phases of the work necessary for them to carry out their job. **Method(s) of instruction and training will be determined by the Company and may include a combination of computer-based training, virtual training, instructor-led training, on-the-job training, or any of the above methods individually.** Selection of which employees receive training within a title classification is a matter of Management decision, except that it is agreed that seniority will be given first consideration by the Company in making such selection.

3. An employee in need of refresher training should discuss the specific refresher training needs with her/his supervisor. When a supervisor determines that specific refresher training is necessary for an employee to perform assigned work, the supervisor should set up the training as soon as reasonably possible.

4. Training issues may be discussed at either party's request in Technology Meetings held under the Technology Meetings Memorandum of Agreement.

Article 43 Leave of Absence for Official Union Business

2. An employee may be excused without pay for not more than a total of 140 days in any one (1) calendar year to conduct official Union business; **additional time off of up to sixty (60) days in a calendar year (up to 200 in total) may be excused subject to the needs of the business.** The Company and Union agree that orderly scheduling of work and obtaining qualified replacements require full cooperation; thus, such excused absences under this provision will be granted with reasonable prior notice with Management's approval.

Memorandum of Agreement – Income Security Plan – Enhanced (EISP)

1. This Memorandum of Agreement providing for Enhanced ISP will apply and be utilized (and the ISP MOA will be superseded by this MOA and will not apply). In any situation where the Company declares a surplus and advises the Union that there is a potential for a layoff if the surplus is not relieved whether or not the surplus is due to technological change (as defined in both this and the ISP MOA). In situations where the Company declares a surplus and advises the Union that there will be no layoff if the surplus is not relieved, the Company may off Enhanced ISP or regular ISP, at its discretion, whether or not the surplus is due to technological change (as defined in both this and the ISP MOA).

The terms of the Notification to *Union of Surplus Condition* MOA will apply to any surplus notification to the Union.

2. Frontier California Inc. and Communications Workers of America recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the ENHANCED

INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

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

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

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

4. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.

5. For those employees who are eligible in accordance with Sections 2 and 3, the Company will provide the following EISP Termination pay benefits:
- A. EISP Termination Allowance of \$2,200, less withholding taxes, for each completed year of accredited service up to an including thirty (30) years for a maximum of \$66,000 prior to withholding taxes. The EISP Termination Allowance is not prorated for any partial year of service.
 - B. In addition to the EISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with EISP benefit an EISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The EISP Expense Allowance is not prorated for any partial year of service.

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

The dollar amounts set forth in this Agreement shall be prorated for regular 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 Paragraph A and B of this Section 4.

6. Employees eligible for the (EISP) Enhanced Termination Allowance in accordance with Section 3 will receive a lump sum payment for the entire amount of the EISP Termination Allowance paid in the month in which the employee leaves the service of the Company.
7. Reemployed employees must complete one (1) full year of accredited service with the Company before becoming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for (EISP) Enhanced Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 5 A and B above.
8. All benefits payable under the Plan are subject to legally required deductions.
9. Termination benefits shall not be made if there termination is the result of any sale or disposition by the Company, of the exchange or office at which the employee is working, or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
10. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such thirty (30) calendar days period.
11. This Agreement will implemented consistent with the provisions of paragraph 1 of this MOA.
12. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
13. This Memorandum of Agreement is effective on [date of ratification] and shall expire on September 6, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 6, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Memorandum of Agreement – (ISP/EISP) Voluntary Termination Bonus

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

1. Any employee who makes a voluntary election to leave the service of the Company pursuant to an **Enhanced Income Security Plan or** Income Security Plan offer made during the life of this agreement and who does separate from the Company pursuant to that offer shall receive a Voluntary Termination Bonus consisting of, as applicable:

A lump-sum payment of \$10,000, less taxes and withholdings, in addition to the **EISP** or ISP for which the employee is otherwise eligible; and,

For those not otherwise eligible, six months of continuation medical coverage under the terms of the plan and the employee's coverage in effect at the time of separation.

2. No matter concerning the Voluntary Termination Bonus or differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
3. This Memorandum of Agreement is effective on [date of ratification], and shall expire on September 6, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on September 6, 2025, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Memorandum of Agreement - Business Attire

~~Frontier~~ ~~Verizon~~ California Inc., and Communications Workers of America (hereinafter "CWA" OR "Union") recognize the necessity to enhance and promote a professional businesslike image in the highly competitive telecommunications workplace. Therefore, prescribed business attire may be required of employees **working** in job classifications **whose work brings them in close physical proximity to customers**, as set forth below.

~~The Business Attire Program includes the following features:~~

- a.) **A minimum of seven (7) branded shirts, seven (7) pants and seven (7) shorts will be issued. Jackets and caps will also be offered. For uniform pants, an option will include wearing pants with twill-type fabric (OSHA compliant), similar to Carhartt pant fabric. Shirts will be labeled with "CWA 9XXX" on the front of the shirt.**
- b.) **The Company will provide an allowance of \$125 every other year towards the purchase of work boots by technicians whose jobs require special footwear meeting applicable safety standards and requirements. Effective January 1, 2022, this allowance will be increased to \$150. This allowance will replace any existing work boot allowance agreement or arrangement.**
- c.) **Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees, except as permitted by federal labor law.**
- d.) **The Company will issue replacement uniforms or pieces thereof as they become unserviceable due to normal "wear and tear".**
- ~~• An annual allowance toward the purchase of Business Attire for the employee of up to \$240 the first year and up to \$180 per year thereafter.~~
- ~~• Employees will be required to use the allowance to purchase a minimum of six (6) shirts the first year. In subsequent years they will be required to use the allowance to purchase a minimum of four (4) shirts.~~
- ~~• An approved catalog (hard copy or on-line) will be made available for the purchase of Business Attire.~~
- ~~• Purchases in excess of the allowances identified above will be borne by the employee.~~
- ~~• Additional Business Attire items may be purchased from the catalog at the employee's expense.~~

- e) Employees who are required to participate in the Business Attire Program will wear approved Business Attire each day the employee is assigned to work.
~~• Shirts may be ordered with or without the Union logo on the sleeve.~~
- f) The employee will responsible for the cleaning and continued upkeep of the Business Attire items, subject to applicable state regulations.
- g) Baseball-style ~~Frontier Verizon~~ caps or caps with only “CWA” and/or a Local number, and/or the official CWA logo affixed or other approved head wear must be worn if employees desire to wear a hat at work (except for required hard hats).
- h) The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. These modifications could include, but are not limited to, change from annual stipend to company provided or rental, vendors and catalog options. The provisions of the MOA have been entered into in good faith and it is not the Company’s intent to arbitrarily modify or eliminate any features of the plan during the term of this agreement. The Company will discuss any modifications to this Program or change of vendor with the Union prior to implementation. These discussions will be designed to provide the rationale and receive input from the union of the modifications being contemplated.
- i) It is further expected that all employees will exercise good judgement and common sense in projecting the proper professional image appropriate for their assignment and be neat, clean and well groomed.

Within California only, the Company and the Union will jointly identify a law enforcement agency which specializes in “gang activity”. The parties will seek advice as to within which communities in our service territories, if any, it would be unsafe for our technicians to wear red branded shirts. Technicians assigned to a reporting location which services these communities will not be required to wear standard business attire ~~nor will they receive a related stipend.~~

This Memorandum of Agreement will become effective ~~upon ratification March 14, 2019.~~ The Company may terminate the application of this MOA to one or more job classifications or to all job classifications with 30 days advance notice to the Union.

Memorandum of Agreement - Employee Discounts

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

This Memorandum of Agreement will become effective [ratification date] and shall expire on September 6, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on September 6, 2025 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Memorandum of Agreement – Global Positioning System (GPS) and Other Related Devices

Frontier Verizon California Incorporated and Communications Workers of America (hereinafter “CWA” or “Union”) agree that the GPS or other location-based telematics devices (including those with video capability a forward facing camera) as may be deployed by the Company at its discretion, after meeting and conferring with the Union, are designed to facilitate work efficiencies and employee safety through geolocation vehicle tracking.

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

If the Company identifies through **data generated by any such device(s)** ~~GPS reports~~ a possible work rule infraction, supervision will discuss the possible infraction with the involved employee and, if the work rule infraction did in fact occur, supervision will offer coaching to correct the identified behavior. If the Company identifies future work rule infractions through **any such device(s)** ~~GPS~~, the Company and the Union will meet with the employee to discuss the nature of the infraction and Company performance expectations. If there are future infractions which are identified through **any such device(s)** ~~GPS~~, **appropriate** disciplinary action may be taken. The Union reserves the right to challenge any disciplinary action through the applicable provisions of the CBA.

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

In the event of a Company-initiated pilot program involving GPS or another location-based telematics device in the bargaining unit, the Company shall meet with the Union prior to installing equipment and provided information to the Union related to the GPS or other location-based telematics device prior to implementation of the pilot program. If the pilot program is deemed a success, the Company will conduct a review with the Union of the data generated during the pilot program and meet and confer with the Union prior to permanent implementation.

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

MOA Call Center Commitment: The Company commits to keep the following Call Centers open in operation through December 31, 2024.

Newbury Park Customer Support

CPE Sales Support Specialist

Newbury Park Enterprise

Business Sales Support Specialist

Newbury Park ERATE

Business Sales Support Specialist

Newbury Park Credit and Collections

Consumer Consultant

Newbury Park FCCD

Consumer Sales Consultant – VCCD

Language Assistance Consumer Sales Consultant
– VCCD

Newbury Park Residential Center

Consumer Sales Consultant

Consumer Contact Sales Associate

Long Beach MSSC

Language Assistance Consumer Sales Consultant

Language Assistance Customer Contact Sales
Associate

Pomona

Customer Care Advocate

Language Assistance – Care Advocate

Pomona Business Commercial Center

Business Customer Support Representative

Business Customer Representative

Business Service Representative

Language Assistance Business Customer
Representative

Language Assistance Business Customer Support
Representative

Victorville HOA/OSC/MDU Center

Consumer Consultant

Long Beach/Pomona (SPC)

Dispatch and Translations Specialist

Newbury Park (ATS)

Fiber Network Technician

Ontario (DRC)

BDC Specialist

**Communications Workers of America
District 9**

California Sales and Service Center Call Center Call Routing: the Company commits that **through January 31, 2025, Business and Residential** in-bound sales and **account** service calls which are generated within the State of California and are the types of calls currently handled by Covered Employees will first be routed to the CWA-represented California ~~and Missouri~~ call centers; if those call centers are in an overflow situation, calls would then be routed first to other CWA-represented Company on-line call centers, and if those calls centers are in an overflow situation, calls would then be routed to other union-represented Company call centers and if those centers are in an overflow state, the calls would then be routed to any available Company call center resources **within the United States of America.**

E. The Sales and Account Service work groups covered by the routing provisions of this agreement for in-bound calls are as follows:

- I. Long Beach (MSSC)
- II. Newbury Park (Credit and Collections, FCCD, Residential, and Enterprise – unassigned/IVRU accounts)
- III. Pomona (Business Commercial Center)

USA Based Workforce

- a. The Company commits that it will not utilize personnel outside of the United States to handle the California-generated inbound sales and account service calls and the California-generated in-bound collections calls that are subject to the call routing provisions of Section 6 and 7 above.
- b. For accounts assigned exclusively to employees in the following centers, the Company commits that it will not utilize personnel outside of the United States to handle work on those accounts while the accounts are exclusively assigned to employees at these center:
 - I. Newbury Park Enterprise
 - II. Newbury Park ERATE
- c. The Company commits that it will not utilize personnel outside of the United State to handle the California-generated TC Fallout work performed by Dispatch and Translation Specialist in the Long Beach/Pomona SPC.
- d. The Company commits that it will not utilize personnel outside of the United States to handle the California-generated work performed by the CPE Sales Support Specialists in Newbury Park Customer Support and by the Consumer Consultants in the Victorville HOA/OSC/MDU.

Memorandum of Agreement - Incentive Compensation Plan

1. **Frontier** California Inc. ("Verizon **Frontier**") and the Communications Workers of America agree to continue **the use of Incentive Compensation Plans for eligible employees.** ~~the "Sales Incentive Compensation Program". The "Sales Incentive Compensation Program" ("The Program") is comprised of the Associate Monthly Discrete Policy document and depending on the associate's position one of the following Sales Compensation Plans:~~
 - ~~2013 Retail Regional Operations Retail Sales Consultant Verizon Plus California~~
 - ~~2013 Retail Regional Operations Consumer Sales Consultant (Sales Individual) California~~
 - ~~2013 Retail Regional Operations Consumer Sales Consultant (Sales Entity) California~~
 - ~~2013 Retail Regional Operations Consumer Sales Consultant (Retention Individual) California~~
 - ~~2013 Retail Regional Operations Customer Contact Sales Associate (Retention Entity) California~~
 - ~~2013 Retail Regional Operations Business Customer Representation (Sales Individual) California~~
 - ~~2013 Retail Regional Operations Business Customer Representation (Sales Entity) California~~
 - ~~2013 Retail Regional Operations Business Customer Representative (Retention Individual) California~~
2. **Frontier Verizon** may at any time modify, in whole or in part, the provisions of **incentive compensation plans** ~~The Program~~ (including, plan components, weightings, objectives, product line categories, qualifiers and thresholds, and quota and target incentive rules) as business needs may dictate and may introduce other sales-**or service-related** compensation related plans or programs. **The Company will notify a Union committee designated by the Union of any significant changes to an incentive compensation plan at least ten (10) workdays before those changes are announced to employees and/or implemented.** Any modification to **incentive compensation plans** ~~the Program~~ shall not affect sales compensation already earned under **the plan** ~~The Program~~. Current quota and target incentive adjustment rules are attached as Exhibit A and B to this Memorandum of Agreement.
3. It is agreed and understood that employees will be provided a copy of their applicable **Incentive Compensation Plan** document. They **may** be required to sign a Statement of Acceptance acknowledging receipt of the **document**. The Statement of Acceptance, attached as Exhibit C to the MOA, will contain the following statement:

"I hereby acknowledge that I have received, read and understand the **incentive** compensation documents titled {Plan Name}. I further acknowledge that **Frontier** has provided me with a signed hard copy of the **document**. I am not agreeing that this Statement of Acceptance accurately reflects my wages which are governed by the collective bargaining agreement."

Frontier agrees to provide a copy of **the Incentive Compensation Plans** to the Union.
4. **Incentive Compensation Plans** shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Committee.

5. This Memorandum of Agreement is effective on **[ratification date]** ~~March 10, 2013~~ and shall expire on **[ratification date]** ~~March 4, 2017~~. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **[ratification date]** ~~March 4, 2017~~, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Exhibit A

Residential Consumer and Business Call Center Quota and Target Incentive Adjustment Rules

A. Up front quota adjustments are determined by calculating time away from the Job:

E.g. Take Available hours less:

- Holidays
- Personal Holidays
- Training hours
- Vacation
- Other time away from job

B. Other quota and target incentive adjustments which are applied at the end of the month and not upfront, will be made as follows:

- Sickness – Quota will be adjusted for five (5) or more consecutive days of sickness. Target Incentive may be adjusted to ensure no duplication of benefit payments for one or more days in which sick benefits are paid.
- FMLA – Quota and Target Incentive will be adjusted for five (5) consecutive days or more of FMLA leave
- Union Business Unpaid – Quota and Target Incentive will be adjusted for ~~one five (1 5)~~ days or more of Unpaid Business Union Time in a calendar month.
- Part-Time – Quota and Target Incentive will be adjusted in accordance with the Sales Compensation Program eligibility provision
- New Hire – Quota and target incentive will be adjusted in accordance with the Sales Compensation Program eligibility provision
- Other unpaid absences – Quota and Target Incentive will be adjusted for five (5) consecutive days or more of other unpaid absences.

C. Quota (but not Target Incentive) will also be adjusted in the following situations:

- Training – five (5) *consecutive days or more*
- Military Leave – ~~one five (1 5) consecutive~~ days or more
- Jury Duty - ~~one five (1 5) consecutive~~ days or more
- Union Business Paid – each eight (8) hour accumulation
- Other Company directed business (i.e., team leader/relief supervisor, in-house trainer, on-loan assignment)-minimum off line requirement determined by management
- Vacation days – each ~~two eight (2 8)~~ hour accumulation
- Paid Bereavement – three (3) or more days (maximum of five (5) days)

Exhibit B

Retail Sales Stores

Quota Adjustment Rules and Selling Hours

A. Selling Hours and Time Away From Work will be calculated as follows:

Establishing Selling Hours:

Selling Hours are defined to include all time assigned on the sales floor, including time in the teller/cashier area. Selling Hours are required for equitable application of individual quota.

Activities such as the following will not count towards Selling Hours:

- formal training,
- off-site meetings,
- Union business and/or company functions in excess of one hour
- Paid Bereavement – three (3) or more days (maximum of 5 days)

Hours not worked due to jury duty, military time or vacation time that has been approved ten (10) days or more in advance of the posting of the current schedule will not count towards Selling Hours.

B. Quota Adjustments for Time Away From Work:

For any time away from work, such as FMLA, STD, Workers' Compensation or absent sick (excused or unexcused) in excess of three (3) consecutive scheduled days, beginning with the fourth day and subsequent days, the Supervisor will adjust the selling hours which reduces the assigned quota. If this adjustment results in an increase/decrease in selling hours for other RSCs in that same Verizon Plus Store, their individual quota will be adjusted accordingly.

Exhibit C

2013 Employee Associate Statement of Acceptance

Employee Name: <Employee Name>

Job Title: <Job Title>

Date in Position: <Date>

Payroll Company: <Company Name> Plan

Name: <Plan Name>

Policy Document Name: <Policy Document Name> Target

Incentive: <Target Amount>

I hereby acknowledge that I have received, read and understand the sales incentive compensation document title <Plan Name> and <Policy Document>, which are hereafter collectively referred to as the

~~"2013 Sales Compensation Program" or "the Program"~~ I further acknowledge that ~~Frontier Verizon~~ has provided me with a signed hard copy of the 2013 Sales Compensation Program document ~~Program and a soft copy is located on the e-Web: About You>Money>Sales Compensation Program.~~

I am not agreeing that this Statement of Acceptance accurately reflects my wages which are governed by the collective bargaining agreement.

EMPLOYEE NAME _____

EMPLOYEE SIGNATURE _____

DATE _____

Memorandum of Agreement - Frontier Communications 401(k) Savings Plan

1. **Frontier California Inc. ("the Company")** ~~The Company and the Union~~ will make the **Frontier Communications 401(k) Savings Plan ("FCSP")** ~~Hourly Savings Plan (HSP)~~ available to regular full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the **FCSP** ~~HSP~~, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment or reasonable **FCSP** ~~HSP~~ administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the **FCSP** ~~HSP~~ at any time. Upon termination or partial termination of the **FCSP** ~~HSP~~ or upon the complete discontinuance of contributions under the **FCSP** ~~HSP~~, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
4. The **FCSP** ~~HSP~~ may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the **FCSP** ~~HSP~~ would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the **FCSP** ~~HSP~~ had then terminated.
5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the **FCSP** ~~HSP~~, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any recession in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the **FCSP** ~~HSP~~.

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any of all of these plans are deemed not qualified, or because of a change in existing laws.
7. The ~~FCSP HSP~~ will be administered solely in accordance with its provisions and no matter concerning the ~~FCSP HSP~~ or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the ~~FCSP HSP~~ and the interpretation of the ~~FCSP HSP~~ Committee.
8. This Memorandum of Agreement is effective on the date of ratification unless conditions set forth in this Memorandum of Agreement shall also terminate at 11:59 p.m. on **[expiration date]** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties, **otherwise specified in this MOA and shall expire at 11:59 p.m. on [expiration date].**

Memorandum of Agreement - Frontier Communications 401(k) Savings Plan (Company Match)

Frontier California Inc. ("the Company") and Communications Workers of America agree to continue a Company matching contribution to the Frontier Communications 401(k) Savings Plan ("FCSP")

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

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

~~FCSP HSP~~ Contributions for Pension New Hires

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

The Company will amend the ~~FCSP~~ effective upon ratification of the 2021 Agreement, ~~HSP effective August 1, 2013~~ in accordance with the ~~FCSP~~ amendment provisions to continue ~~increase~~ Company matching contributions for the balance of the **2021, 2022, 2023, 2024, and 2025** ~~2013, 2014, 2015, 2016, and 2017~~ plan years **at to** 100% of the eligible contributions of each Pension New Hire Agreement up to 6% of eligible compensation.

The Company will also amend the **FCSP HSP effective as soon as administratively feasible after ratification of the 2021 Agreement** ~~August 1, 2013~~ **in accordance with the FCSP amendment provisions** to permit an additional performance-related, discretionary Company contribution for the balance of the **2021, 2022, 2023, 2024, and 2025** ~~2013, 2014, 2015, 2016, and 2017~~ plan years (“Discretionary Contribution”) for Pension New Hires, subject to the additional requirements described below. An eligible ~~employee associate~~ would not have to contribute to the ~~FCSP HSP~~ to be eligible for the Discretionary Contribution. Eligible ~~employees associates~~ would have to be employed as eligible employees ~~associates~~ on the last day of the plan year to be eligible for the Discretionary Contribution. The Discretionary Contribution would be between 0-3% of eligible compensation actually paid during the plan year to each such eligible associate and would be set at the same percentage as the performance-related contribution for wireline management employees under the management savings plan for the same plan year. The Company would determine each applicable plan year whether the Discretionary Contribution would be made in cash and/or Verizon stock invested in the Verizon stock fund under the HSP. Discretionary Contributions invested in the Verizon stock fund would be subject to participant investment diversification in accordance with the current terms of the HSP. Discretionary Contributions would not be available for in-service withdrawal, and they would be subject to the same vesting schedule as Company matching contributions.

This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA and shall expire at 11:59 p.m. on [ratification date]. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate at 11:59 p.m. on [ratification date] and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties.

Memorandum of Agreement - Modified Staffing Procedure (Outside Plant Construction - Network Operations - Customer Operations)

In connection with Frontier’s emergence from bankruptcy and the associated approval from the CA Public Utilities Commission, the Company is required to maintain a staffing level of 1597 technicians in Outside Plant Construction, Network Operations, and Customer Operations through December 31, 2023.

The parties recognize that based on past experience, maintaining a fixed staffing level had been very challenging, in large part due to internal lateral moves triggered by the posting of vacancies. Lateral moves create a “domino” effect which very significantly increases the time it takes to fill vacancies.

In order to significantly reduce the **time it takes to fill technician vacancies** and successfully maintain the staffing level commitment, the Company and Union parties agree that through December 31, 2023, **interested employees will have the opportunity to submit an expression of interest for potential technician openings, by location, for the following job titles:**

- **Fiber Network Field Technician**
- **Customer Service Technician II**

- Cable Splicer
- Line Worker

Qualifications for staffing these job titles will be evaluated based on a modified consideration process described below.

If an open requisition is for a Fiber Network Field Technician (FNFT), the order of consideration below will be followed.

1. Currently holds the title of FNFT
2. Currently holds the title of Customer Service Technician II (CST II), Customer Service Technician I (CST I), Cable Splicer or Line Worker
3. If there are no individuals that meet the criteria above, consideration will be given to all other individuals

If an open requisition is for a CST II, the order of consideration below will be followed.

1. Currently holds the title of CST II
2. Currently holds the title of FNFT, CST I, Cable Splicer or Line Worker
3. If there are no individuals that meet the criteria above, consideration will be given to all other individuals

If an open requisition is for a Cable Splicer, the order of consideration below will be followed.

1. Currently holds the title of Cable Splicer
2. Currently holds the title of CST II, FNFT, or Line Worker
3. If there are no individuals that meet the criteria above, consideration will be given to all other individuals

If an open requisition is for a Line Worker, the order of consideration below will be followed

1. Currently holds the title of Line Worker
2. Currently holds the title of CST II, CST I, FNFT, or Cable Splicer
3. If there are no individuals that meet the criteria above, consideration will be given to all other individuals

Management may backfill the resulting vacancies in any manner deemed appropriate, internal or external or a combination of the two.

This Memorandum of Agreement (MOA) supersedes any other Agreement provision that is inconsistent with its terms, including but not limited to Article 34 and the 13th priority in the *Priority For Filling Vacancies* Memorandum of Agreement.

This Memorandum of Agreement is effective on the date of ratification and shall be in effect until December 31, 2023. No terms and conditions set forth in this Memorandum of Agreement shall survive the expiration of this Memorandum of Agreement unless agreed to be the parties in writing.

Memorandum of Agreement - Out of State/Out of Franchise Expense

Frontier Verizon California Inc. and the Communications Workers of America agree to the following lodging, meals and travel expense allowance for bargaining unit employees who are assigned to other **Frontier Verizon** affiliated companies or assigned outside of **Frontier Verizon** California Inc. to attend school:

1. Employee assignments will be made on a voluntary basis.
2. Employees will remain on **Frontier Verizon** California Inc. payroll and will be paid wages and all other employee benefits as provided for under the current Labor Agreement.
3. Employees will receive an airline ticket from the Company prior to departure.
4. For assignments of three (3) months or more, employees will be allowed to return home every fourth weekend during this assignment, and the Company will pay for round trip airfare. The employee will be allowed one (1) day each way at Company expense for travel.
5. Employees will be allowed two (2) toll calls per week to call their families, which must be charged to their hotel bills, and such calls will be limited to reasonable length of time, not to exceed ten (10) minutes.
6. The Company will pay for the employee's laundry and cleaning if charged to the employee's hotel bill.
7. Employees, who are assigned to locations where special winter clothing is necessary, which is not required at their home locations, will be eligible for a clothing allowance of up to \$250. Specific approval to purchase clothing must be granted by Management prior to the actual purchase.
8. The Company will select the lodging accommodations and will make payment directly to the hotel/motel. Employees will be furnished a single room with bath and would be expected to be housed in adequate but not deluxe accommodations.
9. Employees will be reimbursed for meals as provided for in Article 25, Section 5 of the Labor Agreement.
10. Employees will be provided at Company expense round trip transportation to return home to take their vacation if it is scheduled during the extended assignment; however, employees will not receive expense reimbursements while on vacation. Expenses will be paid for holidays occurring during their extended assignment.
11. The Company will provide Company or rental vehicles for business-related transportation at the rate of one vehicle for each three (3) students, who do not have personal transportation.
12. Depending upon the employee's family circumstances and desires, the Company may make arrangements with the employee to permit the employee's family to accompany him on the training assignment, provided the total reimbursement do not exceed the total amounts set forth above.
13. Employees will be required to use their Company Corporate Card for reimbursement of all expenses incurred on behalf of **Frontier Verizon**.
14. **The Company will notify the Union prior to canvassing employees for interest in temporary out-of-state assignments.**

Memorandum of Agreement - Voluntary Employee Beneficiary Association (VEBA)

Frontier ~~Verizon~~ California Inc. (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between **April 1, 2016** ~~July 31, 1991~~, and **September 6, 2025** ~~March 4, 2017~~, with a service or disability pension under the Plan for Hourly Employees' Pensions and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

- a) The funding and operation of this trust will be determined by the Company ~~based on reasonable financial standards (and where applicable, regulatory approval for recovery).~~ **This trust will be used to pay Retiree Medical Benefits.**
- b) The Company agrees that funds placed into this trust will be used exclusively to pay for the benefit and administrative costs heretofore described below or for any other purpose permitted by law. ~~Notwithstanding any other provision of this MOA, this trust will also be used to pay for retiree medical benefits for employees who retired prior to July 31, 1991.~~
- c) ~~Effective January 1, 2011,~~ The level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the **"Your Retiree Medical Coverage for West Hourly Retirees" programs under Frontier Communications Corporate Services Inc. Retiree Plan for Group Insurance ("the Plan")** ~~Verizon RETIREE OPTIONS Summary Plan Description~~ which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below. **Eligible Participants shall be eligible for Retiree Medical Benefits until the retiree becomes eligible for Medicare ("the Ending Date"). For the avoidance of any doubt, nothing in this MOA should be interpreted as a promise to pay benefits beyond "the Ending Date". A Post-65 Medicare option shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to "the Ending Date".**
- d) In order to receive Retiree Medical Benefits **until the "Ending Date"**, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentage/Amount will be based on the following contribution schedules depending on the effective date as listed:

- a) ~~For employees of the former Control Company in Locals 9408 and 9477 retiring between July 1, 1997, and March 12, 1999, the following service linked contribution schedule applies:~~

Years of Service At Retirement	Company Contribution	Retiree Contribution
Less than 15	0%	100%
15 through 19	40%	60%
20 through 24	60%	40%
25 through 29	80%	20%
30 and over	90%	10%

~~b) For employees of the former Control Company in Locals 9408-9477 retiring between March 13, 1999, and December 31, 2002, the following age based contribution schedule applies:~~

<u>Age at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
Less than 60	0%	100%
60 through 65 (retiree only)	100%	0%
Medicare covered Retiree		\$15/month
Medicare covered Spouse		\$15/month

c) For former GTE Company employee retiring between July 31, 1991, and December 31, 2002, the following age based contribution schedule applies:

<u>Age at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
Less than 60	0%	100%
60 through 65 (retiree only)	100%	0%
Medicare Covered Retiree		\$15/month
Medicare Covered Spouse		\$15/month

~~d) For all employees retiring between January 1, 2003, and March 4, 2017, the following service linked contribution schedule applies:~~

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

~~e) The Company in its discretion may arrange for market based medical plan option(s) not offered by the Company to be made available as an alternative to Company retiree medical plan option(s) for Medicare eligible participants. In such case, during annual enrollment, Medicare eligible retirees may elect to obtain medical coverage under a non-Company market based medical plan option or under a Company medical plan option. If a Medicare eligible retiree elects coverage under a non-Company option for a plan year, the Company Contribution schedule set forth above in 4(a), (b), (c) and (d) does not apply to such retiree. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement~~

~~(HRA) for such retiree, and if so the amount of any HRA credit provided by the Company for such plan year will be determined at the discretion of the Company. If a Medicare eligible retiree elects medical coverage under a non-Company market-based medical plan option for a plan year, the retiree may elect medical coverage under a Company medical plan option for a subsequent plan year during the annual enrollment period for such subsequent plan year.~~

5. New Hires

- a. **A “New Hire” is any employee whose date of hire is on or after March 14, 2010 but prior to [date of Ratification]. A New Hire also includes any employee who was rehired on or after March 14, 2010 but prior to [date of Ratification] and who was not entitled to a Service or Disability pension under paragraph 2 above at the time of his or her prior employment termination. Effective March 14, 2010, any employee whose date of hire or rehire is on or after March 14, 2010, and who otherwise did not qualify for any Company-subsidized retiree medical coverage upon his or her initial employment termination (a “New Hire”), shall be eligible for the benefit provisions described below in paragraphs 5(b) and 5(c) upon retirement from the Company. A New Hire meeting the eligibility criteria in paragraph 5(b) below shall be eligible for the benefit provisions described below in paragraph 5(c) upon retirement from the Company. A New Hire shall not be entitled to Retiree Medical Coverage described in paragraphs 1 through 4 and 6 through 8 of this Memorandum of Agreement.**
- b. **To be eligible for the benefits described in this paragraph 5, a New Hire must have attained one of the following combinations of Accredited Service, as defined by the Pension Plan, and age at the time of retirement:**
 - i. **at least 30 years of Accredited Service and any age; or**
 - ii. **at least 15 years of Accredited Service and age such that the total of the individual’s years of Accredited Service and age equals at least 76.**
- c. **If a New Hire is eligible for retiree medical coverage under this provision, she or he shall receive upon retirement an annual benefit for medical coverage, until he/she is eligible for Medicare for the rest of her or his life, of \$400 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years). A Post-65 Medicare option shall not be available to a dependent who becomes eligible for Medicare prior to the retiree becoming eligible for Medicare. Once a New Hire retiree becomes eligible for Medicare the Company’s contribution shall be adjusted to reflect the relative cost of such coverage as compared to that for pre-Medicare retirees. In no case, however, shall the amount paid to a Medicare eligible retiree be less than 50% of the amount paid to a similarly situated pre-Medicare retiree with equal Accredited Service.**
- d. ~~The Company in its discretion may arrange for market-based medical plan option(s) not offered by the Company to be made available as a alternative to Company retiree medical plan option(s) for Medicare eligible participants. In such case, during annual enrollment, Medicare eligible retiree may elect to obtain medical coverage under a non-Company market-based medical plan option or under a Company medical plan option. If~~

~~a Medicare eligible retiree elects coverage under a non-Company option for a plan year, the annual benefit set forth above in 5C does not apply to such retiree. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement (HRA) for such retiree, and if so the amount of any HRA credit provided by the Company for such plan year will be determined at the discretion of the Company. If a Medicare eligible retiree elects medical coverage under a non-Company market-based medical plan option for a plan year, the retiree may elect medical coverage under a Company medical plan option for a subsequent year during the annual enrollment period for such subsequent plan year.~~ A **"2022 New Hire"** is any employee whose date of hire is on or after [date of Ratification]. A **2022 New Hire** also includes any employee who is rehired on or after [date of Ratification] and who was not entitled to a Service or Disability pension under paragraph 2 above at the time of his or her prior employment termination. A **2022 New Hire** shall not be entitled to any benefits under this Memorandum of Agreement.

6. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after **April 1, 2016** ~~July 1, 1997~~, and who are not retirees described in paragraph 5 above.
- (b) When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premium"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>
Retiree only (primary coverage)	\$11,500
Retiree plus one dependent coverage	\$23,000
Family Coverage	\$26,000
Medicare covered retiree	\$4,900
(per eligible life)	

- (c) The Maximum Company Contribution Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.
7. In order to receive Retiree Medical Benefits **until "the Ending Date"**, for retirees not described in paragraph 5 above, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 6 above, ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

8. The Capped Retiree Medical Benefit Premium and the Maximum Company Contribution Amount set forth in paragraph 6 above is based upon the \$400 deductible coverage option. If the retiree elects the \$200 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option. If the retiree elects the \$1,000 deductible coverage option, the Retiree Contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 6, the Company Contribution Amount for all coverage options, including the \$200 deductible coverage option and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
9. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of ~~the this Memorandum Article of Agreement~~. This notification or rescission. This notification will take place, in writing, within fifteen (15) calendar days prior to the date of modification or rescission. This notification will specify the cause for and effect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.
10. The funding and operation of the trust; the level and administration of the Retiree Medical Benefits; amount or cost of premiums; premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selectin of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
11. This Memorandum of Agreement is effective on **September 4, 2021** ~~March 10, 2013~~ and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate on **September 6, 2025** ~~March 4, 2017~~ and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Memorandum of Agreement - Medical Plan (Comprehensive Medical Plan)

Frontier Verizon California Inc. and the Communications Workers of America agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.

For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.

Some of the major provisions include:

A. For regular full time and part time employees of **Frontier Verizon** California Inc. and the ~~National Buried Service Wire Group~~, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.

B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.

The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on [date of ratification] ~~March 10, 2013~~ and shall expire on [TBD] ~~March 4, 2017~~. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

~~Effective April 1, 2014~~

Benefits	In-Network	Out-of-Network
<u>General</u>	January 1, 2017 through December 31, 2022	January 1, 2017 through December 31, 2022
Calendar Year Deductible (No carry over); combined in- and out-of-network	Employee Only \$575	Employee Only \$825
	Employee + 1 \$1,150	Employee + 1 \$1,650
	Employee + 2 or more \$1,437.50	Employee + 2 or more \$2,062.50
	January 1, 2023	January 1, 2023
	Employee Only \$650	Employee Only \$900
	Employee + 1 \$1,300	Employee + 1 \$1,800
	Employee + 2 or more \$1,625	Employee + 2 or more \$2,250
	January 1, 2024	January 1, 2024
	Employee Only \$675	Employee Only \$925
	Employee + 1 \$1,350	Employee + 1 \$1,850
	Employee + 2 or more \$1,687.50	Employee + 2 or more \$2,312.50
	January 1, 2025 (no change from 2024)	January 1, 2025 (no change from 2024)
	Employee Only \$675	Employee Only \$925
	Employee + 1 \$1,350	Employee + 1 \$1,850
	Employee + 2 or more \$1,687.50	Employee + 2 or more \$2,312.50

Benefits	In-Network	Out-of-Network
Annual Out of Pocket Maximums; combined in-And out-of-network	January 1, 2017 through December 31, 2022	January 1, 2017 through December 31, 2022
	Employee Only \$1,500 Employee + 1 \$3,000 Employee + 2 or more \$3,750	Employee Only \$2,100 Employee + 1 \$4,200 Employee + 2 or more \$5,250
	January 1, 2023	January 1, 2023
	Employee Only \$1,575 Employee + 1 \$3,150 Employee + 2 or more \$3,937.50	Employee Only \$2,175 Employee + 1 \$4,350 Employee + 2 or more \$5,437.50
	January 1, 2024	January 1, 2024
	Employee Only \$1,600 Employee + 1 \$3,200 Employee + 2 or more \$4,000	Employee Only \$2,200 Employee + 1 \$4,400 Employee + 2 or more \$5,500
	January 1, 2025 (no change from 2024)	January 1, 2025 (no change from 2024)
	Employee Only \$1,600 Employee + 1 \$3,200 Employee + 2 or more \$4,000	Employee Only \$2,200 Employee + 1 \$4,400 Employee + 2 or more \$5,500

Hospital Services

Benefits	In-Network	Out-of-Network
Room and Board (Subject to Care Coordination)	80% of Network Negotiated Fee ("NNF") after deductible satisfied <ul style="list-style-type: none"> Semi Private Room Intensive & Cardiac Care Units 	70% of Maximum Allowable Amount ("MAA") after deductible satisfied through December 31, 2022. 65% of Maximum Allowable Amount ("MAA") after deductible satisfied effective January 1, 2023. <ul style="list-style-type: none"> Semi Private Room Intensive & Cardiac Care Units
Emergency Outpatient for Accidents	\$75 Copay through December 31, 2022 Copay effective: January 1, 2023 \$105 January 1, 2024 \$110 January 1, 2025 \$110	\$75 Copay through December 31, 2022 Copay effective: January 1, 2023 \$105 January 1, 2024 \$110 January 1, 2025 \$110
Preadmission Tests		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
Inpatient Services and Supplies		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.

Professional Services

Benefits	In-Network	Out-of-Network
Doctor's Surgical Charges		70% of Maximum Allowable Amount ("MAA") after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Outpatient Surgery		70% of Maximum Allowable Amount ("MAA") after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Doctor's Office Visits	<p>\$20 per office visit (PCP/OBGYN) through December 31, 2022 \$25 per office visit (PCP/OBGYN) effective January 1, 2023</p> <p>\$25 per office visit (Specialist) through December 31, 2022 \$30 per office visit (Specialist) effective January 1, 2023</p>	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Diagnostic Lab and X-ray in Doctor's Office	\$20 copay through December 31, 2022. \$25 copay effective January 1, 2023.	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Doctor's Home Visits		70% of Maximum Allowable Amount ("MAA") after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Allergy Shots		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Maternity	<p>\$20 office visit copay through December 31, 2022, first visit only. \$25 office visit copay effective January 1, 2023, first visit only. Covered the same as any other illness or injury.</p>	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
High Risk Maternity (If Care Coordination recommends special care because pregnancy is considered high risk)		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Nurse/Midwife		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Birthing Center		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)		

Other Services

Benefits	In-Network	Out-of-Network
Acupuncture; limits combined in-and-out of network		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)
Chiropractor Services; limits combined in- and out-of-network	\$25 office visit copay through December 31, 2022. \$30 office visit copay effective January 1, 2023. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)
Diagnostic X-ray & Labor Tests	\$20 copay through December 31, 2022. \$25 copay effective January 1, 2023.	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Physical & Occupational Therapy; limits combined in- and out-of-network	\$20 copay through December 31, 2022. \$25 copay effective January 1, 2023. (number of visits based on medical necessity)	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (number of visits based on medical necessity)
Radiation Therapy	80% of NNF after deductible satisfied if performed in facility. \$25 copay per visit if performed in physician's office through December 31, 2021. \$30 copay per visit if performed in physician's office effective January 1, 2022.	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Speech Therapy; limits combined in- and out-of-network	\$25 copay through December 31, 2022. \$30 copay effective January 1, 2023. Expanded speech therapy benefit for children under age 3. (20 visit limit per calendar year.)	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. Expanded speech therapy benefit for children under age 3. (20 visits limit per calendar year.)
Transplants (Subject to Care Coordination)		
Corrective Appliances & Artificial Limbs		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceed \$1,000)		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Oral Surgeries		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (Surgery meeting medical necessity guidelines covered.)

Benefits	In-Network	Out-of-Network
Voluntary Sterilization		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Home Health Care; limits combined in- and out-of-network (Subject to Care Coordination)		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (52 visit limit per year.)
Skilled Nursing Facility; limits combined in- and out-of-network (Subject to Care Coordination, in lieu of hospitalization)		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.
Hospice Care (Subject to Care Coordination)		
Second Surgical Opinion		70% of MAA after deductible satisfied through December 31, 2022, voluntary. 65% of MAA after deductible satisfied effective January 1, 2023, voluntary.
Urgent Care	\$20 copay. \$25 copay effective January 1, 2023.	\$20 copay. \$25 copay effective January 1, 2023.
Emergency Room	\$75 copay through December 31, 2022. Copay effective: January 1, 2023 - \$105 January 1, 2024 - \$110 January 1, 2025 - \$110 (waived if admitted)	\$75 copay through December 31, 2022. Copay effective: January 1, 2023 - \$105 January 1, 2024 - \$110 January 1, 2025 - \$110 (waived if admitted)
Preventive Care*		
Well Woman Exam		
Mammograms		
Immunizations	100% of NNF, no deductive for applicable immunizations for children and adults. Age and frequency provision of the Affordable Care Act apply. (Immunizations include, but not limited to Flu, Pneumonia and COVID-19 vaccines). The office visit associated with immunization is a covered expense. One complete regimen of immunization per lifetime for children and adults covered at 100% NNF, no deductible.	100% of NNF, no deductive for applicable immunizations for children and adults. Age and frequency provision of the Affordable Care Act apply. (Immunizations include, but not limited to Flu, Pneumonia and COVID-19 vaccines). The office visit associated with immunization is a covered expense. One complete regimen of immunization per lifetime for children and adults covered at 100% NNF, no deductible.
Influenza Immunizations	One influenza immunization per year covered at 100% NNF, no deductible. (The office visit associated with immunizations is a covered expense.)	One influenza immunization per year covered at 100% NNF, no deductible. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen		
Sigmoidoscopy		
Colonoscopy		
Fecal Occult Blood Test		
Care Coordination (Pre-notification Required)		

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

*Preventive Care – Should the provisions of the Affordable Care Act permit a level of minimum preventive care that is lower than the frequency of screens/examination currently provided through the sponsored health plan included in the **2021** collective bargaining agreement dated [ratification date], then the Company will maintain the level of such preventive care benefits as set forth in the sponsored health plan included in the **2021** collective bargaining agreement dated [ratification date].

The AIM Musculoskeletal Program will be implemented under the current Anthem medical plans. Under this program, prior authorization will be required before any joint surgery or spinal treatment.

The AIM Radiology Program will be implemented under the current Anthem medical plans. Under this program, if you need a MRI, MRA, CT-Scan, PET, Echocardiography, or Nuclear Cardiology, your doctor or doctor's office must call AIM to discuss the doctor's referral.

The AIM Musculoskeletal and AIM Radiology Programs will be implemented on or after January 1, 2023 for a trial period of up to two (2) years ending December 31, 2024. Unless the Company and Union mutually agree in writing to continue the programs, they will terminate on December 31, 2024.

Mental Health/Substance Abuse Care

Benefits	In-Network	Out-of-Network
Inpatient Hospital Room and Board (Subject to Care Coordination)		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. • Semi Private Room
Inpatient Services and Supplies		70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023. (52 visit limit per year.)
Outpatient	\$20 per office visit (PCP) through December 31, 2022. \$25 per office visit (PCP) effective January 1, 2023. \$20 per office visit (specialist) through December 31, 2022. \$25 per office visit (specialist) effective January 1, 2023.	70% of MAA after deductible satisfied through December 31, 2022. 65% of MAA after deductible satisfied effective January 1, 2023.

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

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

CBA 4 ONLY

Memorandum of Agreement - Healthcare Contributions

With respect to Medical, the Company agrees to the following during the life of this Contract:

1. For each Plan Year beginning on and after January 1, 2014, an employee who enrolls in the Sponsored Plan, or, in the alternative, an HMO, EPO, or any other medical option (collectively "Other Medical Option") offered by the Company, will pay a Monthly contribution on a before-tax basis towards the cost of coverage for the medical coverage category elected by such employee ("Monthly Employee Contribution").
2. The Monthly Employee Contribution for the Sponsored Plan is set forth below. With respect to the Monthly Employee Contribution for any Other Medical Option offered by the Company, effective January 1, 2014 the Monthly Employee Contribution for the medical coverage category elected by such employee under such Other Medical Option will be no greater than 150% of the Monthly Employee Contribution for a Sponsored Plan (except as set forth in paragraph 7 below). Although pursuant to the category elected by such employee under such Other Medical Option will be no greater than 150% of the Monthly Employee Contribution for a Sponsored Plan (except as set forth in paragraph 7 below), the Company reserves the right, after consulting with the CWA as provided in Paragraph 2 of the Other Medical Options and without bargaining, and no matter concerning any Other Medical Option or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
3. All employees and eligible dependents who receive Medical Coverage and contribution on a before-tax basis, will be subject to the mid-year change rules applicable to Internal Revenue Code section 125 cafeteria plans.
4. With respect to the Monthly Employee Contributions for years **2021, 2022, 2023, 2024 and 2025** ~~2014, 2015, 2016, and 2017~~, an employee will be eligible for the non-tobacco user contribution rates (set forth below) for medical coverage if such employee and his or her covered dependents do not use tobacco products or satisfy a reasonable alternative standard as determined by the Company (e.g., complete an annual smoking cessation program).
5. An employee will also be eligible to receive an annual credit of \$100 in each of the years **2021, 2022, 2023, 2024 and 2025**, ~~2014, 2015, 2016, and 2017~~ prorated based on when during the year the employee completes an annual health risk assessment provided by the Company, and prorated on a pay-period basis toward the employee's contribution for healthcare.
6. The Monthly Employee Contributions that appear in the charts below for **2021, 2022, 2023, 2024 and 2025** already account for the annual \$100 credit set forth in paragraph 5 above.
7. Notwithstanding anything to the contrary in this MOA, ~~contingent upon ratification on or before November 20, 2013 of the 2013 Proposal for Settlement,~~ the Monthly Employee Contribution for:
 - a. Kaiser will be no more than 100 percent of the Monthly Employee Contribution for the Sponsored Plan
 - b. Healthnet will be no more than ~~115 percent of the Monthly Employee Contribution for the Sponsored Plan for 2014, no more than 125 percent of the Monthly Employee Contribution for the Sponsored Plan for 2015, and no more than~~ 130 percent of the Monthly Employee Contribution for the Sponsored Plan for 2016 and in the years thereafter.
8. The Monthly Employee Contribution will be deducted from the employees' bi-weekly pay. However, in those circumstances where an employee is not receiving pay for sufficient pay the employee will be billed for the contribution amount(s) or the contribution amount(s) will be applied to subsequent pay.

Effective January 1, 2017, **through December 31, 2022**, the Monthly Employee Contribution required by associates will be:

Coverage Category Elected	Sponsored Plan Monthly Employee Contribution (Tobacco User Rate)	Sponsored Plan Monthly Employee Contribution (Non-Tobacco User Rate)
Employee Only	\$140	\$90
Employee + 1 or more	\$230	\$180

Operator IIs who select Kaiser HMO

Coverage Category Elected	Kaiser HMO Monthly Employee Contribution for Operator IIs (Tobacco User Rate)	Kaiser HMO Monthly Employee Contributions for Operator IIs (Non-Tobacco User Rate)
Employee Only	\$111	\$61
Employee + 1 or more	\$172	\$122

Effective January 1, 2023, the Monthly Employee Contribution required by associates will be:

Coverage Category Elected	Sponsored Plan Monthly Employee Contribution (Tobacco User Rate)	Sponsored Plan Monthly Employee Contribution (Non-Tobacco User Rate)
Employee Only	\$175	\$125
Employee + 1 or more	\$300	\$250

Effective January 1, 2024 the Monthly Employee Contribution required by associates will be:

Coverage Category Elected	Sponsored Plan Monthly Employee Contribution (Tobacco User Rate)	Sponsored Plan Monthly Employee Contribution (Non-Tobacco User Rate)
Employee Only	\$195	\$145
Employee + 1 or more	\$340	\$290

Effective January 1, 2025, the Monthly Employee Contribution required by associates will be:

Coverage Category Elected	Sponsored Plan Monthly Employee Contribution (Tobacco User Rate)	Sponsored Plan Monthly Employee Contribution (Non-Tobacco User Rate)
Employee Only	\$215	\$165
Employee + 1 or more	\$380	\$330

a) Full-time employees continue to be eligible for dental coverage subject to the following schedules:

	DENTAL
Coverage Tier	Company Contribution
Employee	100%
Employee + One	80%
Family	80%

Memorandum of Agreement - Flexible Spending Account (FSA)

1. ~~Frontier Verizon~~ California Inc. agrees to continue the Flexible **Spending Account (FSA)** ~~Reimbursement Plan (FRP).~~
2. For all regular full time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later. Effective July 1, 2005, this provision will also apply to part time employees.
3. For a summary of details refer to the Flexible **Spending Account Reimbursement Plan (FRP)** Summary Plan Description (SPD).
4. The **FSA** will be administered solely in accordance with its provisions, and no matter concerning the **FSA** or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the **FSA** Administrator, the administration of the **FSA** and all the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
5. The Memorandum of Agreement is effective on **[Date TBD]** ~~March 10, 2013~~, and shall expire on **[Expiration Date]**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the **Flexible Spending Account Reimbursement Plan**, shall also terminate **[Expiration Date]** ~~March 4, 2017~~, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Memorandum of Agreement - Health Reimbursement Account

1. ~~Contingent upon ratification on or before November 20, 2013 of the 2013 Proposal for Settlement~~ Effective January 1, 2014 the Company ~~will~~ established a Health Reimbursement Account (HRA), within the meaning of IRS Notice 2002-45 and related guidance, on behalf of each regular, full-time employee (as such term is used in the applicable medical summary plan description which is incorporated in The Plan for Group Insurance ("SPD")) scheduled to work 25 or more hours per week ("Full-Time Employee") and each regular, part-time

employee (as such term is used in the applicable medical SPD) who ~~was is~~ scheduled to work at least 17 hours per week but fewer than 25 hours per week ("Part-Time Employee"), in each case who ~~had has~~ at least 90 days of service and who ~~was is~~ enrolled in a medical coverage option under The Plan for Group Insurance. ~~Any such Full-Time Employee or Part-Time Employee who is not enrolled in a medical coverage option under The Plan for Group Insurance shall not be eligible for an HRA.~~ During the 2014 plan year, the Company ~~will~~ allocated a credit \$650 to each HRA for eligible "Full-Time Employees" who are not in the Operator II title as of January 1, 2014, a credit of \$800 to each HRA for eligible "Full-Time Employees" who ~~were are~~ in the Operator II title as of January 1, 2014, and a credit of \$400 to each HRA for eligible "Part-Time Employees" as of January 1, 2014 to reimburse otherwise unreimbursed eligible medical expenses (as defined in IRC section 213(d)) for the **employee associate** and his or her eligible IRS tax dependents, provided that the HRA may not be used to reimburse the **employee associate** for any premium or contribution under The Plan for Group Insurance or otherwise, including any Monthly Employee Contributions. ~~An associate who is hired after January 1, 2014 will not be eligible for an HRA for the remainder of the 2014 calendar year.~~

- a. ~~The Company will make its best effort to meet the aforementioned January 1, 2014 date, but the commitment would be no later than January 24, 2014.~~
2. To the extent there is a positive balance in an associate's HRA after the 2014 plan year, the associate may continue to incur and receive reimbursement from the HRA until the balance in such notional account is zero. **To the extent that an employee maintains a positive balance in his or her HRA of any amount as of December 31, 2023, such amount shall be forfeited.**
3. If the associate terminates employment for any reason other than Retirement (as defined under the Pension Plan), claims incurred after the date of termination will not be eligible for reimbursement. Claims incurred before termination but not paid shall be eligible for reimbursement for three months following the date of termination. Any remaining balance after the run off period will be forfeited, unless the associate elects continued coverage under COBRA.
4. Upon the death of an associate, the remaining balance of his or her HRA account shall be used to reimburse claims incurred before the associate's death or eligible medical expenses of the associate or his or her IRS tax dependents. Claims incurred before the associates' death but not paid shall be eligible for reimbursement for three months following the date of death. Any remaining balance after the run off period will be forfeited, unless the surviving IRS tax dependent elects to continue coverage under COBRA. In the event an associate is on a leave of absence, he or she shall continue to be eligible for credits to and reimbursements from the HRA in the same manner as an eligible associate who is not on a leave of absence.
5. The Company will have the sole exclusive right to determine and implement applicable administrative details with respect to the HRAs, which include, without limitation, claims processing procedures, communications, and establishment of applicable COBRA rates. The HRAs will be established and operated in accordance with IRS guidance and applicable law.
6. **This Memorandum of Agreement is effective on [ratification date], and shall expire on September 6, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate September 6, 2025, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

Memorandum of Agreement - Accretion of Employees in Frontier Supply Chain Services (California) – CBA 9 Into the California Core Agreement – CBA 4

Frontier California Inc. and the Communications Workers of America hereby enter into this Memorandum of Agreement pertaining to CWA represented employees in California who are covered

by the Supply Chain Services (California) and “Core” Collective Bargaining Agreements between Frontier and CWA that were acquired by Frontier in 2016.

The parties agree the following:

1. Effective on the date of ratification, all Supply Chain Services employees covered by CBA 9 (Refer to Exhibit A for a current list of Supply Chain Services employees) will be accreted in the “Core” Agreement – CBA 4 in their current job title/classification and corresponding wage schedule (Exhibit I).
2. In addition to the job titles/classifications and wage schedules of the current Supply Chain Services employees, the following provisions of the Supply Chain Services CBA 9 will be incorporated into CBA 4 and will continue to apply to the employees transferred into CBA 4 and any employees subsequently placed or hired into the job titles in Exhibit I, and to the work of the job titles in Exhibit I. These provisions will supersede any CBA 4 provision that is similar to or would conflict with these Supply Chain Services provisions:
 - a. Article 1 – Recognition
 - b. Article 3 – Retained Rights
 - c. Article 16 – Force Adjustment
Note: This means that in the event of a force adjustment affecting the job titles in Exhibit I, employees in all of the other job titles covered by CBA 4 would not be impacted by the force adjustment. Similarly, in the event of a force adjustment under Article 8 & 9 of CBA 4, employees in the job titles of Exhibit I would not be impacted by the force adjustment.
 - d. Article 17 – Layoff Allowance
 - e. Article 28 – Contract Work
 - f. MOA – Layoff Allowance
 - g. MOA – Safety Shoes
 - h. For Accredited Service and Seniority purposes, the Accredited Service and Seniority recognized for Supply Chain Services employees under the Supply Chain Services CBA 9 shall be recognized under CBA 4.
3. This MOA itself will be placed in CBA 4.

Accretion of CBA 9 Employees Into CBA 4

Article 1

1. RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for all hourly paid employees excluding all other employees, guards, supervisors as defined by the Act, and confidential employees as agreed to by the parties, at the following locations in California: Orange, Riverside, San Bernardino, Los Angeles, Ventura, Santa Barbara, Kern, Tulare, Fresno, Sacramento, and Marin counties and the city of Calabasas, Long Beach, Irvine, San Diego and Los Gatos. Outside California the city of King of Prussia, Pennsylvania.

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

Article 3

3. RETAINED RIGHTS

- 3.1 In order to operate its business the Employer retains and shall have the following exclusive rights:

3.1-1 To cease operations at the Facility any time;

3.1-2 To decide on work to be done, the quality, methods, processes and materials to be used in connection with such work, and the conduct of its business;

3.1-3 To determine the work performed levels and standards of performance of all of the employees;

3.1-4 To terminate, reassign, or demote employees as the result of the exercise of any of the rights enumerated in subparagraphs (1) through (3) above or as a result of the exercise of any of the rights of the Employer not limited by the clear and explicit language of a clause of this Agreement; and

3.1-5 To establish and change the work week, to establish, schedule and change shifts and to schedule rest periods.

- 3.2 All other rights of management are also expressly reserved to the Employer even though not enumerated above, unless they are limited by the clear and explicit language of some other provisions of this Agreement.

Article 16

16. FORCE ADJUSTMENT

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

16.1-1 The Company and the Union shall meet to discuss any unique circumstances relating to the pending force adjustment

16.1-2 Contract and temporary employees in the same job classification to be reduced will be terminated. Notice will be sent to the Union in advance of the effective date.

16.1-3 If, after making the adjustments required in 16.1-2, conditions require a further reduction in force, the Company will provide the Union with a fifteen (15) day notice of the number of employees by job classification and Headquarter location to be reduced. The layoff will proceed as follows:

16.1-3.1 Affected employees will be offered, by seniority, any vacancy for which he/she can qualify under Article 13.

16.1-3.2 Layoff will be in inverse order of seniority by job classification. Part-time employees will be laid off prior to making any full time reductions in the same job classification.

16.1-3.3 An employee who is to be laid off shall have the right to claim the job of the least senior employee in the same job classification or in a job classification previously held.

16.1-3.4 If the affected employee does not exercise their options under 16.1-3.3, for positions beyond 50 miles of their current reporting location, the employee will be laid off and receive layoff allowance.

16.1-4 Employees who bump under 16.1-3.3 who are not able to immediately perform the job with minimal refamiliarization will be laid off with recall rights to the job the employee held when the layoff occurred.

16.2 An employee who has not been declared surplus may volunteer to replace an employee with less seniority identified for layoff within the same job classification. The senior volunteer will be laid off and receive the junior employee's layoff allowance under Article 17.

16.3 After all bumping and layoffs have occurred the Company may reassign employees to a new headquarters location to meet the needs of the business.

16.3-1 An employee who refuses reassignment to a location further than 50 miles from their current location will be laid off and the remote location will be filled according to Article 13.

16.4 Employees who have been affected by a force adjustment may have a priority transfer application on file to return to their previously held classification prior to the force adjustment that is not response to a posted vacancy. The employee must submit the priority transfer application within three (3) months after the date of force adjustment and move at their own expense.

NOTE: This Article only applies to force adjustments that occur in the Supply job classifications listed in Exhibit 1 of this MOA. In a force adjustment situation involving employees in the Supply job classifications listed in Exhibit 1 of this MOA, Supply employees cannot impact employees in the Core job classifications listed in the CBA 4 Wage Schedules. Likewise, in a force adjustment situation involving employees in the Core job classifications listed in the CBA 4 Wage Schedules, Core employees cannot impact employees in the Supply job classifications listed in Exhibit I of this MOA.

For purposes of clarity, a similar note will be added to Articles 8 & 9 of CBA 4 when the contract is updated.

Article 17

17. LAYOFF ALLOWANCE

17.1 Regular employees with one or more years of accredited service who suffer loss of immediate employment through layoff due to force surplus, will be paid a layoff allowance based on accredited service and basic wage rate at the time of layoff. Computation of layoff allowance will be on the basis of

one week for each full year of accredited service; from one (1) year to ten (10) years; two (2) weeks for eleven (11) years plus, up to a maximum of forty (40) weeks' pay.

17.1-1.1 Layoff allowance will be paid in a lump sum payment, for the hours equivalent to the employee's regular work week, excluding premiums and differentials, to the extent of the total allowance granted.

17.1-1.1 Layoff payments made will be exclusive of earned vacation payments to which the employee may not be entitled.

17.1-1.2 No layoff allowance shall be due any eligible employee who fails to accept an available position within the bargaining unit, "within a reasonable commutable distance not to exceed fifty (50) miles one way."

17.1-1.3 If an employee who has received a layoff allowance is reengaged with ~~Frontier Verizon~~ Supply Chain Services, or any affiliated or subsidiary companies within ~~Frontier Verizon~~ Corporation, and the number of weeks pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, then the excess will be considered an advance at the time of reemployment, or it will be debited against each future paycheck in an amount not to exceed ten percent of the employee's wages for that pay period until the advance is fully accounted for.

17.1-1.4 In the event that an employee is rehired and subsequently laid off, the layoff allowance is the case of the second layoff of any subsequent layoff shall be based upon the length of continuous service since the date of the last reemployment, plus any portion of the prior layoff allowance which has been refunded to the Company.

17.1-1.3 If an employee who has received a layoff allowance is reengaged with ~~Frontier Verizon~~ Supply Chain Services, or any affiliated or subsidiary companies within the ~~Frontier Verizon~~ Corporation, and the number of weeks pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, then the excess will be considered an advance to the employee, and either the employee will repay the advance at the time of reemployment, or it will be debited against each future paycheck in an amount not to exceed ten percent of the employee's wages for that pay period until the advance is fully accounted for.

Article 28 (Applies only to employees in the Supply job classification listed in Exhibit I of this MOA)

28. CONTRACTING WORK

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

Memorandum of Agreement – Layoff Allowance

~~Frontier Verizon~~ Supply Chain Services and Communications Workers of America agree to grandfather the layoff allowance for employees currently covered by the California Addendum with five (5) years or more of accredited service. These employees will retain the number of weeks of layoff allowance for which they qualify as of June 8, 1997. Employees will be grandfathered as follows:

- (a) The employees with five (5) years but less than fifteen (15) years will retain their current number of weeks accrued and will continue to accrue additional weeks based on the accumulation language in Article 17, Layoff Allowance.
- (b) Employees with fifteen (15) years of accredited service or more will retain the number of weeks of layoff allowance for which they qualify. These employees will cease to accrue additional layoff allowance until the maximum benefits covered under Article 17 of the Bargaining Agreement exceed the grandfathered allowance.

The allowance will be payable at the employee's basic rate of pay at the time of layoff (excluding all differentials).

This Agreement shall become effective ~~June 15, 2014~~ [effective date], and shall expire ~~June 10, 2017~~ **September 6, 2025**.

Memorandum of Agreement – Safety Shoes

The Company has performed a complete review of hazards in the work place and existing policies related to our safety standards. This included our current policy regarding protective footwear. It was determined that for the added safety of our employees protective footwear will continue to be required for employees working in Supply warehouses and other facilities as determined by the Company.

To assist the employee in meeting this requirement, the Company will provide a subsidy of forty (40) Dollars every year.

The employee must purchase shoes which are ANSI certified (printed on shoe) at a class 75 test standard which meets the Company hard toe shoe impact and compression requirements.

This requirement will apply to job classifications as determined by the Company.

This Agreement will become effective ~~June 15, 2014~~ [effective date], and shall expire on ~~June 10, 2017~~ **September 6, 2025**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this Memorandum of Agreement unless agreed to the by the parties in writing.

Memorandum of Agreement – One-Time Opportunity to Enroll in the Health Net Medical Plan

Frontier California Inc. ("Company") and Communications Workers of America (hereinafter "Union") agree as follows:

Before the Company acquired the property covered by the parties' collective bargaining agreement, Verizon California Inc. froze participation in the non-negotiated Health Net medical plan starting in 2015.

In response to a Union request to re-open enrollment into the Health Net plan on a one-time basis, the Company has agreed to allow employees who left the Health Net plan in 2015 or thereafter and elected the non-negotiated EPO Plan to elect to return to the Health Net plan during the enroll process for **2024 2023** benefits. This option does not apply to any other employees in the bargaining unit. This is a one-time opportunity, does not change the status of Health Net as a non-negotiated medical plan, and sets no precedent.

The Company does not have the names of employees who left the Health Net plan and elected the EPO Plan in 2014 or 2015 benefits enrollment while employed by Verizon California Inc. In order to avail themselves of this option, those employees must certify in writing that they left the Health Net plan and elected to EPO Plan in 2014 or 2015 benefits enrollment while employed by Verizon California Inc.

2021 Negotiations Frontier California/Communications Workers of America

Housekeeping Items: The following titles need to be added to the Wage Schedules.

Wage Schedules

Schedule B	Buried Service Wire Technician
Schedule C	Buried Service Wire Clerk
Schedule 7B	Consumer Consultant
	Residential Service Consultant
Schedule 10	CPE – Sales Support Specialist

Memorandum of Agreement – ~~FiOS~~ Frontier Fiber Internet Jobs of the Future (FFI) MOA

~~Frontier Verizon~~ California Inc. and Communications Workers of America, recognizing the extreme importance of **Frontier Fiber Internet (“FFI”) service (formerly known as Verizon/Frontier FiOS)** to the future of ~~Frontier Verizon~~, and where both parties are equally committed to ensuring the continued growth and prosperity of ~~Frontier Verizon~~ and its employees, and in furtherance of the positive working relationship between the parties, agree to the following:

Article 7, Use of Contracting of Work, shall not apply to any work-related activities associated with **FFI** ~~FiOS~~ work. **FFI** ~~FiOS~~ work-related activities may include using contractors to backfill regular wireline employees who are in **FFI** ~~FiOS~~ training or performing **FFI** ~~FiOS~~ work. Nonetheless, i) the use of contract labor to perform **FFI** ~~FiOS~~ work-related activities shall not result in the lay off or part-timing of any regular employees who perform the same work-related activities associated with **FFI** ~~FiOS~~ work and ii) ~~contingent upon ratification of the 2013 Proposal for Settlement on or before November 20, 2013, the~~ aggregate percentage of **FFI** ~~FiOS~~ installation and repair dispatches that the Company may contract out on an average annual basis (based on **Spotfire (expected to be replaced by Microsoft Power BI over the next 10 to 12 months)** ~~SABIT~~ or some successor tracking system) shall be capped to not exceed **thirty percent (30%)** ~~thirty five percent (35%)~~ per calendar year. For example, if there are 1,000 **FFI** ~~FiOS~~ installation dispatches in a calendar year and 200 are performed by contractors and there are 1,000 **FFI** ~~FiOS~~ repair dispatches in that calendar year and zero are performed by contractors. The average annual percentage contracted out for that calendar year would be ten percent (10%). ~~The first year subject to the cap will be January 1, 2014 through December 31, 2014 and shall be in effect for each subsequent calendar year.~~ The cap shall apply only to customer facing **FFI** ~~FiOS~~ installation and repair dispatches which are currently performed by Fiber Network Field Technicians. All other **FFI** ~~FiOS~~ related work shall not be affected by this cap.

The Company and Union agree to meet and confer **quarterly** ~~monthly~~ to review the progress of the **FFI** ~~FiOS~~ build-out and related matters at a time and place mutually agreed to by both parties.

It is the intent of the Company and Union to conduct these meetings in spirit of the ongoing California Company/Labor Partnership in all matters of communication, involvement, adaptability, integrity, trust and respect, realizing that both parties are responsible for promoting in a positive way the legacy of a viable and competitive future **Frontier Verizon**.

To assist with the viable and competitive future of Frontier, the Union and the Company agree to fully cooperate in an Apprenticeship Program in accordance with the Apprenticeship Program MOA. Fiber Network Field Technician positions filled through the Apprenticeship Program are expected to meet needs that would otherwise be addressed through contractor utilization.

~~These meetings may be discontinued by mutual agreement between both parties.~~ This MOA is effective on [date of Ratification] and shall expire on **September 6, 2025**.

Memorandum of Agreement – Creation of an Apprenticeship Training Program

In today's labor market and in the labor market of the future, Frontier California Inc. ("Company") and Communications Workers of America ("CWA" or "Union") recognize the need for, and value of, creating a pool of a highly-skilled, diverse CWA-represented technicians who can meet the Company's human resource needs going forward, and who could also fill needs that would otherwise be filled through contractor utilization.

During 2022 contract negotiations, the parties discussed the opportunities that exist for the Company to create or join an existing Apprenticeship Training Program for the purpose of creating a diverse source of Apprentices who could fill future technician vacancies. The Company has expressed its interest in doing so and is, in fact, willing to do so.

Within 60 days of ratification, an Apprenticeship Program Steering Committee (APSC) will be formed to effectuate the terms of this MOA. The APSC will be composed of eight members, three of whom are appointed by the Union and three of whom are appointed by the Company, along with two chairs, the Vice President of District 9, or his or her District 9 staff designee, and the Company's head of Labor Relations, or his or her Director or above designee. By mutual agreement, the APSC may agree to engage, at the Company's expense, an individual(s) who can establish and lead the administration of the Apprenticeship Training Program.

The Apprenticeship Training Program will, at a minimum:

- Recruit and employ diverse candidates through joint recruitment efforts that include outreach programs utilizing community colleges, local high schools, Veterans groups, local associations, governmentally-sponsored programs, and other resources to be identified.
- Provide training and employment for a variety of job titles for at least forty (40) Regular, full-time apprentice applicants during the term of the 2021/2022 collective bargaining agreement. Securing applicants to fill Fiber Network Field Technician positions will be the Program's first priority.

- The Company has previously agreed to staff 100 new Term Cable Splicer positions. AS part of its overall recruitment efforts, the ASPC may also seek candidates to fill vacancies for these positions through the Apprenticeship Program. Applicants for these positions who are recruited in this manner will also qualify for the referral bonus specified in the August 24, 2022 Grievance Settlement Agreement.
- Identify and apply for federal, state, and local governmental funds/grants that can be used to meet the objectives of the Program and to remove or lessen the economic and societal barriers that prevent many individuals from pursuing a career in a skilled trade. By way of example, these funds could be used to offset all or part of the apprenticeship wage cost while in training and to help subsidize the costs associated with creating and maintaining a state-of-the-art apprenticeship training program.

The terms and conditions of employment for newly created Apprentice positions shall be no less than those available to a new hire in the job title into which the Apprentice is hired; however, the Company retains its discretion under Article 28 in setting new hire start rates at or above the minimum rate. The APSC shall negotiate any additional terms that may become necessary to effectuate the Program, which may include in limited circumstances the modification of existing terms and conditions if the APSC determines that such changes are critical to accomplishing the objectives set forth in this MOA.

To promote the success of the Program, the Company commits to making up to \$1M available during the term of the 2021/2022 Collective Bargaining Agreement to accomplish the objectives outlined above. The APSC will track the Program funding and expenses monthly. Taking into account Company funding and any procured or expected governmental funding, if the funding level becomes inadequate for the Program needs, the APSC will discuss and pursue potential sources of additional funding, including, if necessary, engaging in negotiations over additional funding by the Company. Either party may seek the assistance of the Federal Mediation and Conciliation Service or another alternate dispute resolution service to facilitate reaching an agreement.

The parties will establish the framework for an Apprenticeship Training Program by May 1, 2023, and to have the Program in place no later than October 1, 2023.

Memorandum of Agreement – Article [] Work-at-Home Provisions

Section 1 General

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

1.2 Before implementing the provisions of this WAH Agreement for any work group or groups, the Company will meet with the Union to present and discuss its plans, including the reporting center(s)

and job title(s) covered by those plans. Within 60 days after instituting these WAH plans, the Company and Union will meet to discuss any questions or concerns associated with the implementation of WAH in the group or groups that were discussed under this Section 1.2

- 1.3 Once the provisions of this WAH Agreement has been implemented under this Article for at least 120 days, the Company, upon request by the Union, will meet with the Union once every 4 months to discuss any or all ongoing WAH arrangements then in place. After WAH has been implemented for 12 months or longer, these meetings, if requested, will be held semi-annually.

Section 2 Eligible Employees

- 2.1 All employees who meet the Home Office and other requirements set forth below are eligible to be considered for deployment on a work-at-home basis. The Company may require new hires to meet those requirements, within one (1) month of hire, so they can be deployed to work from home
- 2.2 The Company will work with existing employees to enable them to meet WAH requirements. Existing employees who are unable to meet WAH requirements because High-Speed Internet service and/or other technical requirements are not available at their residence (or other approved WAH location) will work from their assigned work location for so long as the requisite Internet service remains unavailable or the requirements of Section 4.7 below cannot be met after the employee has made reasonable efforts to have any such restrictions waived at the employee's residence (or other approved WAH location). Monetary assistance will only be provided to the extent, if any, specifically provided for in these WAH provisions.
- 2.3 The Company will determine the number of employees who will be deployed to work from home when some but not all employees in a particular operation and work group are to be deployed in a WAH arrangement.
- 2.4 The Company will not require any employee to work from home who, pursuant to the Work-at-Home or Work-in-Office Preference Survey MOA, is "grandfathered" or was accepted to work in an office environment to the extent the Company implements work at home for that employee's work group under this Article. Should such an employee subsequently work from home at his or her request, this employee may only return to working in the office with management approval. The Company will provide the Union with lists of all employees, by job title and reporting location, who are and are not working from home as of November 8 and the parties will separately and jointly verify the work groups at each location and the overall accuracy of these lists. For purposes of Section 3.2, any employee who cannot be required to work from home under this Section 2.4 will not be assigned to work from home under Section 3.2

Section 3 Selection of Employees

- 3.1 When some but not all employees in a particular operation and work group are to be deployed in a WAH arrangement, participants will first be selected on a voluntary basis in seniority order.

- 3.1.1 An employee may return to their then-current Company assigned work location with management approval.
- 3.2 If there are insufficient volunteers to meet the Company's WAH staffing target, employees will be assigned to WAH in inverse seniority order.
- 3.3 New hires or employees who will be deployed to work from home who are required to attend training or re-training for their position may be required to attend all or a portion of the training or re-training in a location designed by the Company.

Section 4 Home Office Requirements and Parameters

- 4.1 Adequate space in the employee's residence (or other approved WAH location) with privacy and sufficient electric power and outlets for all equipment necessary to perform the work.
- 4.2 A workspace free of distractions, preferably one with a door that can be closed for privacy. No obtrusive background noise like the television, conversation, radio, or animals. The workspace must be arranged in such a way that proprietary and confidential Company and customer information cannot be viewed or accessed by anyone in the household.
- 4.3 A room with good lighting (overhead lighting and a desk lamp if needed) and appropriate temperature control.
- 4.4 A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.
- 4.5 Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards. If an employee suffers a work-related injury or illness in their residence, the employee must report the injury or illness in accordance with Company policy and, as applicable, California law.
- 4.6 High-Speed Internet access meeting technical and other requirements.
- 4.7 No deed, lease, condominium, HOA or co-op restrictions which would be violated by performance of the work at the residence.
- 4.8 In the event the Company requires a WAH employee to use Company-provided High-Speed Internet service to conduct Company business, the Company will reimburse the employee for the full cost of the type of service required to conduct WAH work or, at its option, will provide such service free of charge.
- 4.9 An employee may designate only one remote WAH location, with Company approval.

Section 5 Equipment

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

To the extent that the Company determines an employee requires an accommodation, the Company will provide equipment and items required by law. All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee, generally twenty-four (24) hours' notice except in exigent circumstances.

5.2 The Company will provide a one-time allowance of up to \$250, reimburse after an employee provides proof of purchase, for buying a workstation (desk or other furniture appropriate for conducting work). The Company will supply WAH participants with ergonomically appropriate chairs.

5.3 Web cams may be used for virtual face-to-face meetings, team meetings, training, and supervisory feedback. When mutually agreed-upon by the employee and the involved Union and Company representative, web cams may from time-to-time be used to conduct investigatory and disciplinary discussions. Web cams will not be used for surveillance and may be covered or deactivated by an employee when not in use for one of the purposes listed.

Section 6 Schedule Adherence: Overtime

6.1 The system log-on process must commence at the start of the employee's scheduled tour and not before, and log out must occur at the end of the employee's scheduled tour or working hours, and not after. Employees are expected to start their tours in a punctual manner and adhere to the schedule as if they were at a Company work location and, while working, give their full and undivided attention to the performance of their job duties. In the event participants need to leave their work position at times for other than a scheduled break or meal period or a brief bathroom break using the appropriate sign out code (e.g., ceasing work due to feeling ill), they must first notify supervision. Upon returning to their work position, participants must inform supervision. If an emergency situation develops requiring immediate action on the part of the employee, they should react appropriately and notify supervision as soon as appropriate.

6.2 Employees will be expected to communicate to their family members and friends that distractions such as personal telephone calls, visitors and interruptions by children while on duty can be very disruptive to their ability to perform the job, and should be limited to emergencies. During paid working hours, employees will not be permitted to invite business visitors or social guests of the employee to their home office work area without the express written authorization of their supervisor.

6.3 Emergency call outs and overtime will be handled as outlined in the applicable collective bargaining agreement. Overtime must be approved in advance by the employee's supervisor or authorized designee, unless an employee is in the process of completing a customer call.

Section 7 Code of Conduct: Protection of Customer Information: Company Equipment

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

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

Section 8 Employee Safety: Ergonomics

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

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

Section 9 Equipment Malfunctions

9.1 Employees must immediately inform supervision of the malfunction of any work-at-home terminal/equipment or services, or power outages or other events that disable the use of such terminal/equipment or services for more than fifteen (15) minutes. These situations will be handled on a case-by-case basis.

9.2 In such cases, however, employees may be required to come into the office within two (2) hours after receiving notice to do so, in order to finish their shifts, and for future scheduled shifts until the issue is resolved.

Section 10 Reporting Location: Reporting to Locations Other Than Residence

10.1 Employees' current assigned reporting locations at the time they are deployed on WAH will continue to be their assigned normal reporting location for payroll and all other purposes. All work schedules, Vacation Rosters, Overtime Rosters, etc. will be posted electronically.

10.1.1 In the event an assigned reporting location is no longer available for use (due, for example, to the location being sold or leased, termination of a lease, condemnation, destruction, etc.), the employee's assigned reporting location will be a Company location nearest to the former location which the Company has determined to be a suitable location, if the new location is one shared by CWA- and IBEW-represented employees, there will be no change in the employee's union affiliation.

10.1.2 The employee's assigned CWA Local will be based on the location of the assigned reporting location, not their WAH location.

10.2 No payment for mileage or travel allowance under applicable contract provisions will be made when the employee is directed to report to their assigned normal reporting location for meetings with their supervisor or training, or when the employee visits the location to pick-up work-related materials except that authorized travel time within the employee's scheduled tour will be paid.

10.3 An employee is required to notify their manager at least four weeks, provided there are no extenuating circumstances, in advance of any planned change of residence. A planned change of residence to a state (or other geographic location) in which the Company is not registered to do business requires senior-level management approval.

10.4 Participants may be required to report to Company or non-Company locations for purposes such as, but not limited to, supervisor meetings, training sessions and policy/practice the start time of such meetings, sessions, and the like.

Section 11 Supervisory Evaluation and Oversight

11.1 Supervisors will use the same methods and tools as are used in on-site operations to monitor and evaluate employee performance.

11.2 In addition, supervisors will maintain contact with employees through telephone, electronic, or other messaging, and home visits during scheduled hours may be conducted with reasonable advance notice.

11.3 Any and all discipline meetings (including investigatory interviews and warning which are to be documented in the personnel file, disciplinary action or discharge) shall be conducted with Union representation, unless the employee declines Union representation.

Section 12 Work Stoppage

12.1 In the event of a work stoppage, the work-at-home equipment in participants' homes may be deactivated and the employee may be required to return the equipment to a Company representative or location.

Section 13 New Hire Orientation

13.1 The Company will make WAH new hires available at the employee's assigned work location for New Hire Orientation for up to 30 minutes of paid time.

Section 14 Termination of Program

14.1 The Company may terminate the work-at-home arrangements, in whole or in part, at any time with reasonable notice to affected employees. In the event the Company plans to terminate work-at-home for any work group or groups, the Company will notify the Union and discuss its plans at least 30 days before the planned WAH termination date for such work group or groups.

14.2 When an employee's participation in the WAH program is terminated for any reason, the employee shall make the Company-supplied equipment available for pick-up by the Company within five (5) days of such termination.

14.3 The WAH provisions incorporate and include the Company's commitment not to close call center operations as designed in and pursuant to the terms of the Center Operations Commitment Memorandum of Agreement that is in effect through December 31, 2024.

Section 15 Quarterly In-Office Day

15.1 All employees working from home will be afforded the option to come into their normal reporting location once per calendar quarter. The Company will determine the number of employees who will be afforded this option on any given work day in a calendar quarter.

15.2 The Company will notify the Union at least seven (7) days in advance of the date on which employees have been afforded the in-office day option under 15.1, and the names of those employees.

15.3 Activities during a quarterly in-office may include, in addition to employees performing their normal job duties, such things as employee roundtables and employee recognition events.

Memorandum of Agreement – Work-at-Home or Work-in-Office Preference Survey

Within 45 days following ratification of a new Collective Bargaining Agreement, all employees who as of November 8, 2022 are working from home will be afforded the opportunity to specify their preference for where they wish to be assigned to work. The Company will accept and honor up to thirty percent (30%) of the employees' preferences in each work group (as defined in Article 6, #16) that elect to work in an office environment (currently, their assigned reporting location) in each assigned reporting location; employees working in the office as of November 8, 2022 will be automatically treated as having elected to work in the office ("grandfathered") and will not be counted in applying the 30% cap for each work group.ⁱ In applying the 30% cap, fractional numbers will be rounded up to the next higher whole number.ⁱⁱ If selections to be assigned to an office exceed the 30% cap in any work group (excluding from that count and "grandfathered" employees working in the office as of November 8, 2022), employees will assigned to work in the office in seniority order within their work group based on the application of the cap. Employees who return to the office via this process will be unable to return

to working from home for six (6) months from the date they return to the office. For example, if there are 120 employees in a work group at a given location, with 20 employees in that work group working in the office as of November 8, 2022 (“grandfathered employees”), up to an additional 30 employees (30%) in that work group will be accepted to return to the office.

Employees will have fifteen (15) calendar days from the receipt of the survey to respond. Employees who do not respond will be treated as having elected to work from home.

The contents of the survey will read as follows:

Based on your job title and duties, you are eligible to perform your job from home. This is a one-time survey being conducted to determine whether your preference is to work from home or in an office setting. Please select from one of the two options below with an “X”.

____ Option 1: My preference is to work from home.

____ Option 2: My preference is to work in an office environment (currently, my assigned reporting location).

I understand that my stated preference is not revocable for six (6) months from the date of my return to the office.

The text above will be followed by lines for the Employee’s Name (printed and signature), Date, Job Title, and Assigned Reporting Location.

ⁱ Certain Union Officials who have not previously elected to Work at Home will also be considered “grandfathered” to work at their Company assigned work location and will not be included in the 30% cap

ⁱⁱ In a work group of one, fractional results will not be utilized; one will be accepted to work in the office.

**Communications Workers of America
District 9**