

MIFA # 2 Appendix

Agreement between



Frontier North Inc.

and

**International Brotherhood of Electrical Workers
(Local Union 723)**



Lafayette Indiana Credit and Collections Agreement

**Effective May 8, 2016
through May 9, 2020**

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ARTICLE 1. AGREEMENT

- 1.1 This Agreement (hereinafter at times referred to as “Appendix 6 to MIFA # 2” or “this Appendix to MIFA # 2”) is made as of May 8, 2016 by and between Frontier North Inc. and its successors or assigns for its **Lafayette**, Indiana-based Work At Home (hereinafter referred to as “WAH”) Credit and Collections operation, hereinafter referred to as the “Company”, and the International Brotherhood of Electrical Workers, Local Union 723, hereinafter referred to as the “Union”.
- 1.2 The parties affirm their intention that the provisions of this Appendix to MIFA # 2 will be applied without discrimination because of race, color, age, religion, national origin, sex, mental or physical handicap or veteran status of the employee.
- 1.3 In the event any Federal or State Law or regulation or governmental order affects any provision of this Appendix to MIFA # 2, those provisions so affected shall be made to comply with the requirements of such laws, regulations or governmental order.

ARTICLE 2. RECOGNITION AND RESPONSIBILITIES

- 2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for the hourly employees assigned to Frontier North Inc.’s, **Lafayette**, Indiana-based Work At Home Credit and Collections operation, as certified in NLRB election, Case No. 25- RC-9859, dated June 21, 1999.
- 2.2 The Union recognizes the Company’s responsibilities to exercise any of the generally recognized customary functions of management to manage the business and direct the workforce, to hire new employees, to establish, revise and enforce work rules and standards of service/performance, to discipline or discharge employees for cause, to promote, demote, transfer and lay off in accordance with the provisions of this Agreement, to determine the size of the work force, to establish work schedules and hours of work. All other customary management responsibilities shall be reserved by the Company unless specifically modified within this Agreement.
- 2.3 The Company and the Union are in agreement that the only way to maintain job stability and improve the welfare of the employees is to preserve the goodwill and prosperity of the business and that this is accomplished in large part through prompt, courteous, interested, loyal and complete service to the Public on the part of the employees and the Company. Therefore:
 - 2.3.1 The Company and the Union will strive at all times to promote

- harmony and efficiency to the end that the Public, the Company, and the Union may be benefited.
- 2.3.2 During the term of this Agreement the Company will not conduct any lockout which would affect the Union or any employees subject to this agreement.
- 2.3.3 During the term of this Agreement, the Union, its members, agents or representatives, and the employees covered by the terms of this Agreement, will not authorize, instigate, aid, condone or engage in any strike, sympathy strike, walkout, slowdown, sit-down, refusal to work, or other work stoppage.
- 2.4 The Company agrees to have sufficient copies of this Agreement printed to provide a copy for current and future employees in the bargaining unit, and will also provide additional copies to the Union. The Company and the Union will jointly bear the cost of having the Agreement printed.
- 2.5 The Union and the Company recognize that none of the Articles or provisions of this Agreement shall constitute a guarantee of employment or of continuity of employment.
- 2.6 Except as otherwise expressly provided in this Agreement, all other matters concerning wages, hours and conditions of employment shall be covered by Frontier Policies.

ARTICLE 3. DEFINITIONS

- 3.1 **Accredited Service:** The term accredited service shall mean the aggregate of the years, months and days of active employment in the service of a) the Company; b) the Company's predecessors (provided the employee was under one of the local Indiana Appendices to the MIFA # 2 Agreement on July 1, 2010); and/or c) associated companies that are recognized by the Company for service purposes. Accredited service shall include all active employment for which a wage or salary was paid and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in accordance with the published statements of Company policy.
- 3.1.1 **Accredited service for part-time employees will be based on the accumulation of hours worked. For this purpose, forty hours shall be considered to constitute one week except that not more than forty hours shall be counted for any one week.**
- 3.2 **Basic Wage Rate -** The rate of pay exclusive of all differentials, premiums, or other extra payments.

- 3.3 Employee – A person who performs work for the Company for which they are paid a stated compensation. The term “employee” whenever used in this Agreement shall include both genders unless otherwise specified.
- 3.4 Occasional Employee – An employee hired to perform work on an intermittent basis. Such individuals are employees only on the specific days for which work assignments are scheduled.
- 3.5 Probationary Employee – A newly hired employee who has not completed a seven (7) calendar month (as measured from date of the month to date of the month) probationary period. This probationary period will be extended to compensate for the length of any absence in excess of five (5) consecutive work days which occurs during the probationary period.
- 3.6 Regular Employee – An employee who is hired for continuous employment, has completed the probationary period, accumulates service and is entitled to all the benefits and coverages granted in this agreement.
- 3.7 Regular Full Time Employee – An employee who is normally assigned a work schedule of forty (40) hours per week.
- 3.8 Regular Part Time Employee – An employee whose normal assignment of work is less than a normal basic workweek.
- 3.9 Temporary Employee – A person hired for a specific project or a period of time not to exceed twelve (12) consecutive months.

ProResource Program: The Company hires retirees under its ProResource Program as temporary employees; the total duration of a ProResource temporary employee will not exceed six (6) cumulative months in a calendar year. Retirees hired under this program are generally hired to provide training to other employees, to utilize specialized skills or knowledge they possess, to cover increases in the workload which cannot be covered by the regular workforce during scheduled hours, to replace employees who are absent due to illness, disability, vacation, leave of absence, etc., and to cover other similar gaps caused by such things as new employees becoming qualified, a shortage of qualified personnel in the local labor market, or an unexpected and significant number of retirements or resignations over a relatively short period of time.

Temporary employees may work full or part-time.

- 3.10 Term Employee – An employee whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, accumulates net credited service, and is entitled to all benefits provided to regular full-time employee with the exception of Promotions and Reclassifications, Article 7; the MIFA # 2 Income Security Plan (ISP) MOA; and, Reduction in Force, Article 17. Term employees are hired with the understanding that they will remain in the same occupational title for the

duration of their employment and are not eligible for the provisions outlined in Article 19. Term employees may work full-time or part-time. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.

ARTICLE 4. SENIORITY

- 4.1 Employees shall have bargaining unit seniority based on the most recent date of employment by Frontier North Inc. (Indiana) or its predecessors, less deductions for leaves of absence.
 - 4.1.1 Bargaining Unit seniority reconciliation for employees with the same employment date shall be determined by the birth dates of the employees, the oldest being more senior.
 - 4.1.2 Where bargaining units within IBEW Local 723 have mutual reciprocity, Bargaining Unit seniority will be portable.
 - 4.1.3 Except as provided in Section 4.1.3.1, employees who leave the bargaining unit and return, and have no break in their employment with a Frontier Company of Indiana, will have the seniority held at the time they left the bargaining unit immediately added when they return to the bargaining unit.
 - 4.1.3.1 Employees who leave the bargaining unit for a management or exempt position and subsequently return to the bargaining unit will have prior bargaining unit seniority added after having been re-employed in the bargaining unit for a period of six (6) months.
- 4.2 The extent to which Bargaining Unit seniority shall govern in the case of assignment of vacations, promotions, or reclassification within work groups, assignment of hours, layoffs, and recall after layoffs shall be in accordance with the Articles covering these matters.

ARTICLE 5. BRIDGING OF SERVICE

- 5.1 When an employee's employment **with Frontier North Inc.** has been terminated and thereafter the employee is reemployed **by Frontier North Inc.** and accumulates 1000 hours of accredited service, then the break in the employee's employment shall be bridged and there shall be added to the 1000 hours of accredited service, which has accumulated since the employee's reemployment, the period of all accredited service which the employee has previously accumulated **with Frontier North Inc.**, provided each such prior accredited service equaled or exceeded 1000 hours of

accredited service **and provided the employee has not exercised a Frontier pension benefit or otherwise retired from a Frontier company.** Official Company records shall be used for the verification of all prior service.

5.1.1 Notwithstanding the provisions of Sections 3.1 and 5.1, employees who a) accumulated 1000 hours or accredited service with Verizon in Indiana prior to July 1, 2010; b) were during that time represented by IBEW 723 in Indiana; c) were hired by Frontier North Inc. into one of the local Indiana Appendices to the MIFA # 2 Agreement between July 1, 2010 and April 25, 2016; and d) accumulate 1000 hours of accredited service at Frontier North Inc., will have their accredited service with Verizon bridged with their Frontier North Inc. accredited service for purposes of calculating vacation allotments, short term disability benefits, termination pay benefits, and Income Security Plan benefits.

Former Verizon employees who were not employed by Frontier North Inc. on July 1, 2010, and were hired by Frontier North Inc. on or after April 26, 2016, will not be eligible to bridge their Verizon accredited service with their Frontier accredited service for any purpose.

5.2 The Accredited Service provisions of this local Appendix to the MIFA # 2 Agreement do not apply to the Frontier Communications Pension Plan (“Pension Plan”) and the Frontier Communications 401(k) Savings Plan (“FCSP”). For these Plans the determination of service (including the determination of bridging of service, if any) and application of service shall be governed exclusively by the terms of the Pension Plan and/or FCSP and shall not be subject to the grievance and arbitration procedures of this local Appendix.

ARTICLE 6. COMPENSATION AND JOB CLASSIFICATION

6.1 Merit Increase

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

6.1.2 When an increase is granted or withheld, the employee's

supervisor shall notify the employee of such action and in those cases where the increase is withheld, the supervisor shall inform the employee of the reason therefore prior to the date on which the increase would have been effective had it not been withheld.

- 6.1.3 Attendance, punctuality, ability, application, safety, and conduct, as well as quantity and quality of the employee's work will be considered when granting a merit increase or withholding a scheduled increase.
- 6.2 Wages
 - 6.2.1 Employees, who leave Credit and Collections that received a one-time cash advance equivalent to eighty (80) hours of pay during the April 2001 transition to two weeks wages in arrears, will have the dollar amount withheld from their wages.
- 6.3 Payroll Adjustments
 - 6.3.1 All overpayments/underpayments to an employee will be adjusted in the employee's next paycheck immediately after the matter being reconciled by the Company.
- 6.4 Temporary Employees
 - 6.4.1 See Article 3 for definitions.
 - 6.4.2 After being classified as temporary for twelve (12) consecutive months, an employee will be reclassified as a regular employee.
 - 6.4.3 It is not the intent of the Company to lay off regular full-time employees and return them to temporary status for the purpose of avoiding payment of benefits.

ARTICLE 7. PROMOTIONS AND RECLASSIFICATIONS

- 7.1 Seniority shall be given first consideration in a reclassification to a different job when the individuals being considered have substantially the same qualifications to efficiently and effectively perform the work.
- 7.2 The Company reserves the exclusive right to make selections of employees for promotion to positions not covered by the Agreement.
- 7.3 The Company will provide the Union with notification of the successful candidate selected for jobs filled under the provisions of this Article.

ARTICLE 8. WORKING PRACTICES

8.1 Work Schedules and Tours

- 8.1.1 A workday is the period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour is part of the workday on which such tour begins.
- 8.1.2 A workweek will begin on Sunday at 12:01 A.M. and end on the following Saturday at 12:00 midnight.
- 8.1.3 Work schedules will be established by management for each work activity and may be changed at any time based upon work requirements. Seniority will be the determining factor when two or more employees prefer the same schedule selection.
- 8.1.4 A Preferential Scheduling Plan will be used in the **Lafayette**, Indiana-based Work At Home Credit and Collections operation in accordance with the office force management system which has been selected for use by the Company from time to time.
- 8.1.5 Training periods may be assigned to any employee, when in the opinion of management, training becomes necessary. During such training period, management may assign the employee(s) to a schedule that affords them adequate training.
- 8.1.6 The normal workweek for full time employees will be forty (40) hours. Hours worked could be less than 40 hours due to, but not limited to, lack of work, inclement weather and equipment breakdown.

8.2 Relief Periods

- 8.2.1 A fifteen-minute relief period shall be granted or assigned to all employees for each scheduled four-hour tour worked. It shall be assigned not less than forty-five minutes from the start or end of each continuous period of work insofar as practicable.

8.3 Bulletin Boards

- 8.3.1 Union bulletin boards of a size and type mutually agreed to by the Union and Company, and in locations approved by the Company, may be installed and maintained by the Union. The use of these bulletin boards shall be confined to factual notices and announcements of Union activities such as:

- 8.3.1.1 Meetings;

- 8.3.1.2 Results of nominations and elections;
 - 8.3.1.3 Appointments to offices and committees;
 - 8.3.1.4 Social affairs of the Union;
 - 8.3.1.5 Agreements concluded by the Union and the Company;
 - 8.3.1.6 Only names and titles of political offices sought of political candidates endorsed by the IBEW Local Union Political Action Committee; and,
 - 8.3.1.7 Other official Union business.
- 8.3.2 Material posted shall not contain anything political or controversial, anything derogatory to the Company or any of its employees, or anything derogatory to any labor organization. The Union assumes complete responsibility for compliance with the provisions of this Section.
- 8.3.3 Should any material other than the type described above be posted, the Union agrees that such material will be removed upon request by the Company to an official or steward of the Union.
- 8.3.4 No material shall be placed on Union bulletin boards except by designated Union representatives.

ARTICLE 9. PREMIUMS/DIFFERENTIALS

- 9.1 Night Premium - A \$1.00 per hour premium will be paid to employees for scheduled hours worked between 9:00 p.m. and 6:00 a.m.
- 9.2 Lead Differential - An employee designated to serve in a lead capacity, will receive a differential of \$1.00 per hour for all hours so worked.

ARTICLE 10. OVERTIME

- 10.1 It is expected that all employees will be available and willing to work hours in addition to their normal work schedule to the extent deemed appropriate by the Company.
- 10.2 All time worked by an employee in excess of eight (8) hours in a day or forty (40) hours in the work week will be compensated at the rate of time and one-half the employee's basic wage rate.

- 10.2.1 Employees working a four (4) day ten (10) hour work week will be eligible for daily overtime after working ten (10) hours in a day.
- 10.2.2 Holiday time, vacation time, and time spent with representatives of management for the purpose of conflict resolution as outlined in Article 13, Section 13.5, shall be considered as hours worked in determining overtime.

ARTICLE 11. HOLIDAYS AND HOLIDAY PREMIUM

- 11.1 During the 2012 calendar year, the following 14 days shall be recognized as authorized holidays:

Core Holidays

- * New Year's Day – January 1
- * Memorial Day – Last Monday in May
- * Independence Day – July 4
- * Labor Day – First Monday in September
- * Thanksgiving Day – Fourth Thursday in November
- * Day After Thanksgiving Day
- * Christmas Day – December 25

Non-Core Holidays

- * Seven (7) Floating Holidays

Effective January 1, 2013, the following 14 days shall be recognized as authorized holidays:

Core Holidays

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

Non-Core Holidays

- * Eight (8) Floating Holidays

- 11.1.1 Floating holidays are available to employees upon completion of six (6) months of continuous service with the Company or an affiliate company. The number of floating holidays available to employees who reach six (6) months of continuous service during a calendar year will be pro-rated based upon the number of full weeks remaining in the calendar year when the employee reaches six (6) months of continuous service, divided by 52. If this pro-

rated number of days is a fraction of a whole number, the amount will be rounded to the nearest multiple of “.5”.

11.2 A Core Holiday which falls on Sunday will be observed the following Monday and a Core Holiday which falls on Saturday will be observed on the preceding Friday.

11.3 Employees who are eligible for floating holidays must bid the floating holidays at the same time and in the same manner as vacations during the annual vacation bid.

11.3.1 Employees who become eligible for floating holidays after the vacation schedule has been bid will be allowed to select floating holidays on a first come, first served basis and subject to service requirements. Employees must provide notice to his/her supervisor at least ten (10) days prior to the day on which he/she wishes to observe the floating holiday. The ten (10) day notice requirement may be waived with management approval.

11.3.2 Changes to previously scheduled floating holiday(s) will be made on a first come, first served basis, subject to service requirements. Employees must provide notice to his/her supervisor at least ten (10) days prior to the day on which he/she wishes to observe the floating holiday; management has the discretion to waive the 10 day notice requirement. At the time the supervisor approves the floating holiday change, the employee must stipulate which previously scheduled floating holiday(s) are to be eliminated.

11.3.3 It will be the mutual responsibility of the employee and management to ensure that floating holidays are taken. If, by October 1, one (1) or more employees have not scheduled one (1) or more floating holiday(s), management will assign any remaining floating holidays based on availability. If the Company is unable to accommodate the scheduling of all remaining floating holidays, affected employees will be granted an extra day's pay for each such forfeited holiday.

11.4 Core Holiday Pay Treatment

11.4.1 Regular full-time employees not assigned to work on a core holiday or its observed equivalent will be paid eight (8) hours at the employee's basic wage rate.

11.4.1.1 Regular part-time employees not assigned to work on a core holiday or its observed equivalent will be paid the employee's basic wage rate for the number of hours the employee would have normally been scheduled to work.

- 11.4.2 In addition to the holiday pay provided for in Section 11.4.1, Regular employees assigned to work on a core holiday or its observed equivalent will be paid one and one-half (1½) times the employee's regular rate for all hours worked that day.
- 11.4.3 Hours worked on a core holiday in addition to eight (8) will be compensated at the rate of two and one-half (2½) times the regular rate.
- 11.4.4 In no event will any payment on a holiday exceed two and one-half (2½) times the regular rate.

ARTICLE 12. VACATIONS

- 12.1 All employees must bid their Vacation days and five (5) Floating Holidays as a full week. Scheduling of vacation will take into account service requirements and then preferences of the employees. **For the purpose of this agreement, vacation is determined to be from 12:01 a.m. Sunday to 11:59 p.m. the following Saturday.**
- 12.2 Regular part-time employees are eligible for one-half (½) of the vacation granted to regular full-time employees with the same years of service.
 - 12.2.1 Regular part-time employees will be paid at their basic wage rate based on the hours they normally would have worked during the vacation week.

ARTICLE 13. ABSENCE – MISCELLANEOUS

- 13.1 Employees who are absent from work, whether for personal reasons or when incapacitated, must so notify their immediate supervisor as soon as possible after they know that they will not report for work. Failure to do so is sufficient reason to withhold sickness-disability benefits.
- 13.2 Death in the Family – When an employee is absent due to a death in the employee's family, payment shall be made as follows:
 - 13.2.1 Three consecutively scheduled working days for the death of an employee's spouse, mother, father, son, daughter, brother or sister.
 - 13.2.1.1 In extenuating circumstances, an employee may be allowed up to five (5) additional days off without pay with management's approval. Should this additional time be expected to be taken, the supervisor must be notified

and approval must be granted prior to the employee leaving.

- 13.2.2 Two consecutively scheduled working days for the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, or other relative of the employee who lived in the employee's household at the time of death.
 - 13.2.3 One scheduled working day for the death of an employee's aunt and uncle.
 - 13.2.4 Death in the family benefits will not be paid for any "step" or "half" relationships except as detailed in 13.2.2.
 - 13.2.5 Should a death in an employee's family covered by this Section 13.2 occur during an employee's scheduled vacation, the employee will, upon request, be placed on bereavement leave. If the scheduled vacation time and the bereavement period coincide, employees may choose to take any of the remaining scheduled vacation time on their scheduled work day(s) that immediately follow the end of the bereavement leave, or subject to the applicable contract provisions on rescheduling vacation, may reschedule that time at a later date.
- 13.3 Jury Duty – Employees absent from their duties with the Company because of jury duty shall receive their basic hourly wage rate for scheduled time lost.
- 13.3.1 Employees engaged in jury duty shall, while temporarily excused from attendance in court, report and make themselves available for work during scheduled time of one-half day or more, as circumstances reasonably will permit.
- 13.4 Witness – Employees absent from their duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one day's absence with pay if they are not involved in the case in a manner discreditable to themselves or the Company. Payment shall be at the basic rate of pay for all hours the employee is required to be absent up to a maximum of eight (8) hours.
- 13.5 Union officers and representatives shall suffer no loss of basic pay for the time spent with representatives of management to discuss grievances and complaints. The company will pay up to two (2) Union representatives for reasonable time spent in bargaining a new labor agreement.

ARTICLE 14. SHORT-TERM DISABILITY (STD)

14.1 Regular Full-time Employees with one (1) or more year(s) of service shall be paid Short Term Disability benefits at basic wage rates, not to exceed 40 hours per week, for scheduled working days absent from duty when incapacitated by physical illness or physical injury (ruled not compensable by the Industrial Board of Indiana).

Work time lost when hospitalized or participating in intense out-patient therapy approved in advance by the Company (by a qualified physician for drug addiction and alcoholism and by a licensed psychiatrist for mental and emotional illness) is included provided the hospital (or intense out-patient therapy) is recognized as qualified under the Company's basic hospitalization insurance plan. (Exceptions such as hospitalization in a Veteran's hospital will be decided by the Company in line with the aforesaid intention.)

Any questions as to whether an employee is in fact incapacitated by physical illness or physical injury shall be subject to concurrence by physicians, psychiatrists, or other qualified specialists duly appointed by the Company.

14.1.1 Short Term Disability payments will be according to the following schedule and shall terminate when disability ceases and shall in no case extend beyond the periods hereinafter mentioned:

<u>Length of Service (in years)</u>	<u>Payments Start On (scheduled Workday)</u>	<u>Length of Benefit</u>	
		<u>Weeks of Full Pay</u>	<u>Weeks of Half Pay</u>
1 but less than 5	4 th	4	13
5 but less than 10	3 rd	13	13
10 but less than 15	2 nd	13	13
15 but less than 20	2 nd	20	6
20 years +	1 st	26	0

14.2 Eligibility for Short Term Disability benefits shall begin on the scheduled Workday provided for in Section 14.1.1 except under the following circumstances:

14.2.1 The Short Term Disability waiting period under Section 14.1.1 (column labeled "Payments Start On") will be waived and eligibility for Short Term Disability benefits will start on the 1st scheduled Workday of absence if the employee:

- A. has not been absent for personal illness and/or injury in the previous **twelve (12)** months; or,
- B. is hospitalized; or,

C. has surgery in a hospital or outpatient surgery.

- 14.3 Successive periods of Short Term Disability shall be subject to the Short Term Disability waiting days outlined above (column labeled “Payments Start On”) and shall be counted together as one (1) period in computing the period during which the employee shall be entitled to the Short Term Disability benefits provided for in Section 14.1, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness or injury and not as part of any disability which preceded such period of thirteen (13) weeks. Any reported absent sick or off-the-job injury would interrupt this thirteen (13) week restoration period.
- 14.4 An employee's length of service as of the first day of absence determines the length of the waiting period (column labeled “Payments Start On”) and the length of time for which benefits will be paid during that absence.
- 14.5 An employee who will be absent from work due to illness or injury must so notify his/her immediate supervisor as soon as possible after the employee knows that he/she will not report for work. An employee who finds it necessary to leave work due to illness will be required to report to his/her immediate supervisor at the beginning of such absence. Failure to properly notify the immediate supervisor is sufficient reason to withhold Short Term Disability benefits.
- 14.5.1 An employee with more than one (1) year of service who is required to leave work due to illness **shall be paid only for hours worked. The balance of the day shall be credited toward the waiting period.**
- 14.5.2 If an employee wishes to leave town during a period when he/she is receiving Short Term Disability benefits, the employee will notify his/her supervisor of his/her intentions in advance. Failure to do so may result in the denial of benefits.
- 14.6 Short Term Disability Benefits will not be granted to an employee after the employee has commenced a vacation or a leave of absence (and for this purpose, a vacation or a leave of absence will be considered to have commenced immediately after the termination of the employee's last tour of duty worked).
- 14.6.1 An employee who becomes ill during a paid vacation period and is unable to return to work on the date scheduled may be entitled to Short Term Disability benefits. In such a case, the date on which the employee was scheduled to return to work shall be considered as the first (1st) scheduled Workday of absence due to Short Term Disability.

- 14.7 Upon request, employees who are receiving Short Term Disability will have their physician complete and forward to the Company's STD Administrator a certificate outlining the nature of the illness. Payment of Short Term Disability benefits in such cases will be contingent upon the receipt of a satisfactorily completed certificate.

Employees should follow the instructions on filing for Short Term Disability benefits given to them by the Company.

- 14.8 In the event a bargaining unit employee obtains a judgment against a third party, which judgment provides for lost wages, and said employee is able to recover said judgment, including said portion attributable to lost wages, the Company shall then have a lien on the proceeds of said recovery from the third party as to the portion attributable to lost wages only, after deductions for all costs, expenses and attorney fees. The Company's lien shall not exceed an amount or percentage equal to the amount or percentage of total lost wages only (in the event that all wages are not awarded) awarded to and recovered by the employee. In no event shall the Company's lien exceed the total amount (less applicable federal, state and local taxes) of Short Term Disability benefits paid to said employee by the Company's Short Term Disability plan.

- 14.9 When Short Term Disability benefits are exhausted and an employee is unable to return to work, the employee may apply for:

14.9.1 Long Term Disability Benefits as specified in MIFA # 2 Article 6 and the MIFA # 2 Supplemental Long Term Disability Benefits MOA (which expire on May 7, 2016); and/or,

14.9.2 A leave of absence to maintain his or her employment; or,

14.9.3 A Disability Pension (provided the employee participates in the Plan for Hourly Employees' Pensions).

ARTICLE 15. ACCIDENT DISABILITY BENEFITS

- 15.1 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Company will augment the payments the employee receives through Worker's Compensation in the following manner:

15.1.1 For a period of thirteen weeks' absence resulting from any one such accident, the Company shall pay the difference between the amount received from Worker's Compensation and 90% of his/her basic pay.

- 15.1.2 For the next thirty-nine weeks of absence due to the same accident, the Company will pay the employee the difference between the amount received from Worker's Compensation and one-half of the employee's basic pay.
- 15.2 The payments mentioned above shall be made on the employee's normal payday.

ARTICLE 16. LEAVES OF ABSENCE

- 16.1 Employees must have accrued a minimum service requirement of six (6) months before requesting a leave of absence.
- 16.2 An employee must have taken all vacation (current and carryover) and Floating Holidays before requesting a leave of absence.
- 16.3 Authorized informal leaves of absence (furloughs) shall not be deducted from an employee's accredited service.
- 16.4 Absence beyond the first thirty (30) calendar days of an authorized leave of absence will be deducted in computing an employee's accredited service.
- 16.5 An employee who is granted a leave of absence for a reason other than physical disability will be reemployed at the termination of the leave (although not necessarily in the same job) if an opening exists and the employee has the necessary qualifications to perform the job.
- 16.6 A leave of absence cannot extend beyond six (6) months and is subject to approval by management.
- 16.7 Leave of absence is unpaid and is to be requested thirty (30) days in advance when the need is foreseeable.

ARTICLE 17. REDUCTION IN FORCE

- 17.1 In the event the Company determines a workforce surplus condition exists it will at its discretion make reductions through part-timing, layoff, or both. The Company agrees to notify the Union and all affected employee(s) at least fifteen (15) days prior to the effective date of the layoff.
 - 17.1.1 The Company shall first layoff all occasional and temporary employees. All layoffs shall be done by inverse seniority.
 - 17.1.2 Any employee who is to be laid off shall have the right to claim a job in this bargaining unit, in his/her department which is of

essentially the same type of work he/she is performing provided: however, in the judgment of management, the employee is immediately capable of performing the new job and also provided the employee to be bumped has less seniority. An employee who is bumped from a position under the aforementioned provisions also may, if eligible, bump under the provisions of this paragraph.

17.2 Recall

17.2.1 Employees laid off as a result of force adjustment shall have recall rights for up to one (1) year. Recall from layoff will be accorded in reverse order of layoff provided that the person has the skill and ability to perform the available work. Employees recalled from layoff must report back to work within 3 days of notice by the Company or they will be considered to no longer have an interest in returning to active status.

ARTICLE 18. UNION MEMBERSHIP AND DUES DEDUCTION

18.1 Under Federal Labor Laws and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union.

18.1.1 Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or to decline membership in the Union.

18.1.1.1 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership. Proper notice means that the employee will notify both the Company and the Union by regular first class mail. Notice to the Company will be directed to the Region HR Director of the Company, and notice to the Union will be directed to the Business Manager of the Union.

18.2 Each employee, who is a member of the Union on the effective date of this Agreement, or who later becomes a member of the Union and all persons becoming a member of the Union on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union periodic dues applicable to members, for the period from such effective date or, in the case of persons becoming employees after the effective date of this Agreement, on or after the thirtieth (30th) calendar day of employment, whichever of these dates is later, until the termination of this Agreement.

18.3 Each employee who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union dues

- applicable to members, shall, as a condition of employment, pay or tender to the Union periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, until the termination of this Agreement.
- 18.4 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership of the Union.
- 18.5 The Company shall incur no liability in connection with the administration of this Article.
- 18.6 Employees who are not members of the Union may voluntarily elect to pay amounts equal to union dues, except during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
- 18.7 The Company shall make collection of union dues or amounts equal to union dues through payroll deduction upon an authorization in writing, signed by the employee, and shall pay monthly to the designated representative of the Union the total amount thus deducted. Authorizations by employees for such deduction shall be on a form to be supplied by the Union. All deductions shall be made monthly from the wages paid to employees.
- 18.7.1 Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee; and, upon receipt thereof, the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically cancelled if the employee leaves the employ of the Company or is transferred, or promoted, out of the bargaining unit.
- 18.7.2 Deductions of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available. The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the following month. Under no circumstances, however, will deductions be made for more than one month's dues in arrears.
- 18.7.3 Each month the Company will furnish the authorized representatives of the Union with a list of all employees for whom payroll deduction has been made, showing the amount of each such deduction, a list of names of employees canceling their dues, and a list of names of those who had insufficient pay and for whom no dues were deducted. The list will also show name changes, new employees hired, and employees who have left the service of the Company.
- 18.7.3.1 The cost to the Company of furnishing such information

shall be paid by the Union.

- 18.7.4 It is understood that the Company will not be liable or assume any responsibility except to deduct and forward such deductions to the Financial Secretary of the Union. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of dues/fees collection from employees and subsequent transfer to the Union.
- 18.8 If an employee who is obligated to pay union dues or who has voluntarily elected to pay amounts equal to union dues fails to comply with the preceding provisions, the Union shall advise that employee, by certified letter with a copy to the appropriate Human Resources Manager, that, if the employee does not pay or arrange to pay the arrears within 30 calendar days after receiving the letter, the Union will request the Company to terminate that employee. If the employee has not complied by the end of the aforesaid 30 days, the Union will notify the appropriate Human Resources Manager who shall give the employee a further 15 calendar days notice. If at the end of the aforesaid 15 days the employee has still not complied, the Union shall advise the appropriate Human Resources Manager in writing and that employee shall be terminated.
- 18.9 Union Orientation
- 18.9.1 The Union Business Manager shall be notified, in writing, when new employees are hired. Notification will include the employee's name and report date.
- 18.9.2 The Union Business Manager will arrange with the General Manager to meet with newly hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The meeting will be limited to a maximum of 30 minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.
- 18.10 Union Business
- 18.10.1 The Company agrees to excuse an employee elected to a full-time Union position, without pay from the Company.
- 18.10.2 Subject to service requirements, other employees may be excused without pay if their services are required by the Union, provided such requests are received and approved by management at least ten (10) working days in advance.
- 18.10.3 The Company also agrees to excuse up to two (2) employees without loss of pay to participate in dispute resolution conferences and contract negotiations.

ARTICLE 19. CONFLICT RESOLUTION

19.1 Verbal Level

19.1.1 During the life of this Agreement if a conflict arises, concerning the interpretation or application of this Agreement, an employee or group of employees must request a review of the circumstances within fourteen (14) calendar days of the original event and initiate a problem solving process by first discussing the circumstances with the Coach and the designated Union representative as appropriate. It is in the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal written grievance. The Coach and local Union representative will jointly investigate the circumstances and the Coach will provide a verbal response within seven (7) calendar days following the employee's notification. All resolutions will be non-precedent setting. Failure to adhere to the seven (7) day period will result in the filing of a formal grievance.

19.1.2 Once a dispute has been presented by the Union to the Company, representatives of the Company shall not discuss the dispute with the employee(s) except in the presence of an authorized representative of the Union.

19.2 First Level

19.2.1 In the event resolution of the alleged dispute cannot be reached, a written request for resolution must be presented to the designated management representative within fourteen (14) calendar days of the Coach's verbal response. Upon presentation, the Company shall arrange a meeting with the Union for discussion. The Company will provide a written response within seven (7) calendar days of this meeting.

19.2.2 All settlements at the first level will be non-precedent setting.

19.3 Second Level

19.3.1 The union may pursue the matter to the Manager-Human Resources or designated representative by initiating a request within fourteen (14) calendar days of the Company's first level response. Upon presentation, the Company shall arrange a meeting with the Union for discussion. A final reply to the Union by the Company will be provided within fourteen (14) calendar days of this meeting.

19.3.2 The parties agree to explore alternate dispute resolution

procedures including mediation or arbitration.

19.4 Time Limits

19.4.1 Time limits defined in the preceding paragraphs may be extended by mutual agreement between the Company and the Union.

19.5 Arbitration

19.5.1 In the event the dispute is not satisfactorily resolved following the process above, the union may request that the matter proceed to arbitration within twenty-five (25) calendar days following the company's final reply. Selection of the arbitrator and conduct of the arbitration shall be conducted under the existing rules of the American Arbitration Association unless mutually waived by the parties.

19.5.2 The decision of the arbitrator shall be binding upon both parties. However, the arbitrator shall have no authority to add to, subtract from, or modify any provision of these Agreements, nor to rule on any question except the ones submitted for arbitration.

19.5.3 Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be borne equally by the Company and the Union.

19.5.4 Cases involving discipline or discharge of probationary employees may not be submitted to arbitration.

19.5.5 In the event of a dispute concerning an employee's eligibility for coverage under any Company benefit plan, said matters will be handled in accordance with pertinent plan documents and will be subject to the dispute resolution process set forth in Article 19 herein. All other matters concerning any Company benefit plans will not be subject to grievance/arbitration procedures set forth in this agreement.

ARTICLE 20. PROCEDURE FOR MODIFYING THE AGREEMENT

20.1 The parties acknowledge that the matters outlined in this Agreement were arrived at following extensive discussions. The Agreement serves as the broad guiding principles for the parties to follow in fulfilling the mutual desires of the parties for success of the business and their relationships with each other. It is the intention of the parties to rely upon these principles to provide guidance for future Agreements.

20.2 Duration: see MIFA # 2 Article 14: *Duration of This Agreement*.

Exhibit A

Section 1 – Wage Schedule

Interval	Current Rate	\$250 Lump 9/15/2016	\$250 Lump 5/7/2017	Effective 5/6/2018	\$250 Lump 5/5/2019
Start	\$13.62	\$13.62	\$13.62	\$13.83	\$13.83
6 Mo.	\$14.24	\$14.24	\$14.24	\$14.46	\$14.46
12 Mo.	\$14.88	\$14.88	\$14.88	\$15.11	\$15.11
18 Mo.	\$15.57	\$15.57	\$15.57	\$15.81	\$15.81
24 Mo.	\$16.31	\$16.31	\$16.31	\$16.55	\$16.55
30 Mo.	\$17.05	\$17.05	\$17.05	\$17.31	\$17.31
36 Mo.	\$17.81	\$17.81	\$17.81	\$18.08	\$18.08
42 Mo.	\$18.61	\$18.61	\$18.61	\$18.89	\$18.89
Top	\$19.45	\$19.45	\$19.45	\$19.74	\$19.74

Job Title(s) Administrative Clerk
 Credit and Collections Consultant

Section 2 – Application of Wage Schedule

- 2.1 New inexperienced employees shall be employed at the starting rate applying to the position title classification. New experienced employees may be employed at a rate commensurate with the employee’s ability and experience.
- 2.2 Employees transferred into this contract from other employee units in the Company will be granted such credit as the Company deems equitable in each specific case.

Section 3 – Job Classification Combinations and Redesignations

- 3.1 During 2012 MIFA # 2 negotiations, the Company and the Union agreed to, effective as soon as administratively feasible following Ratification of the MIFA # 2 Agreement, combine and/or re-designate the following job titles/classifications wherever they appear in the Agreement and in any negotiated Memoranda of Agreement, Letters of Intent, etc. that continue on their own terms or are renewed during 2012 MIFA # 2 negotiations:

<u>Current Title/Classification</u>	<u>New Title/Classification</u>
Consumer Collection Associate	Credit and Collections Consultant
Business Collection Associate	

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

COPE PAYROLL DEDUCTION

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723 agree to continue the following provisions for the payroll deduction of IBEW COPE (Committee on Political Education):

1. The Company will make collection of COPE funds once each month through payroll deduction from employee's pay upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Company.
2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made.
3. The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the COPE deduction authorization forms.
4. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of COPE collection from the employees and subsequent transfer to the Union.

This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May **9, 2020**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

LETTER OF INTENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723

DEVELOPMENTAL OPPORTUNITIES

As a result of several issues raised by both the Company (Frontier North Inc.) and the Union (International Brotherhood of Electrical Workers, Local Union 723) in reference to developmental opportunities within the **Lafayette** Indiana Credit and Collections operation, the Company agrees to the following:

1. It is not the intent of the Company to place an individual into a temporary management assignment indefinitely. The Company reserves the right to determine the temporary assignments in addition to individuals assigned to that role. These assignments are to last no more than six (6) months in duration; however, should the need arise to extend the assignment beyond six (6) months extension of the timeframe is subject to discussion and mutual agreement between the Company and Union.
2. Employees assigned to the temporary management position as identified above will receive a differential of \$15.00/day for each day of the assignment.
3. The Company agrees to establish a joint committee of management and bargaining unit employees to discuss and propose plans for developmental opportunities within the **Lafayette** Indiana Credit and Collections operation.

The terms of this agreement shall take precedence over the primary agreement and shall continue in full force and effect hereafter unless terminated by either party serving sixty (60) days written notice to the other party. Any further issue(s) arising as a result of this agreement shall remain a subject of discussion between the Company and the Union.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor
Relations

Bruce Getts
Business Manager

[Existing Letter of Intent that was “continued as is” in 2016 MIFA # 2 negotiations]

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

DRUG AND ALCOHOL POLICY

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723, (“the Union”) are committed to maintaining a work place that is safe and free from drugs or alcohol, and the Company is obligated to comply with the requirements of federal, state and local laws.

The following represents the understanding of the Company and the Union concerning the implementation of the Company’s Drug and Alcohol Policy.

1. When, in the opinion of a Frontier supervisor, good reason has been established that an employee may have violated any of the restrictions of the Policy, the Company will require that the observations that result in the requirement for drug and/or alcohol screening be documented in writing by the management employee(s) who make(s) the observations. Good reason to pursue reasonable suspicion testing should be based on first-hand, specific, current observations concerning the appearance, behavior, speech or body odors of the employee. It is not the intent of the Company to require a drug/alcohol screen as a result of a performance problem(s) in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
2. The Company acknowledges that employees will have the right to Union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.
3. At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for retest at the request of the employee and/or the Union as described below.
4. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to request the additional specimen be released to a certified lab to be re-tested. If there is no second specimen, a portion of the remaining specimen will be made available for

retest. The Company responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. The Union or the employee must make this request within ten (10) working days from the date the original test result is provided to the employee. It is understood that the employee and/or the Union are responsible to arrange for the test and all associated additional cost. The results of this re-test will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company. It is also understood that in some small percentage of the cases, it is possible that there may not be enough of the specimen remaining to re-test.

5. It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.
6. The Company agrees that the drug screen will be “forensic quality”.
7. The Company agrees to provide information to employees concerning the Employee Assistance Program (EAP) and/or the availability of public and private drug treatment counseling, rehabilitation and other drug and alcohol abuse treatment programs.

This Memorandum of Agreement shall become effective on May 6, 2012, and shall automatically continue in full force and effect.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor
Relations

Bruce Getts
Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

FLOATING HOLIDAYS

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions regarding the utilization and payment of floating holidays:

1. If an employee elects and exercises his/her retirement option, unused floating holidays will be paid out to the employee after working one (1) day into the calendar year and may be paid out as a lump sum after the employee’s last scheduled work day.
2. If an employee elects and exercises separation under the Company’s Income Security Plan, unused floating holidays will be paid out to the employee after working one (1) day into the calendar year and may be paid out as a lump sum after the employee’s last scheduled work day.
3. Other than the exceptions noted above all floating holidays must be utilized prior to an employee’s last day worked and within the calendar year for which they are granted.

This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May 9, 2020. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 9, 2020, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

MODIFIED WORK SCHEDULE

Frontier North Inc. (“the Company”) and International Brotherhood of Electrical Workers, Local Union 723, (“the Union”) agree to establish a workweek consisting of four (4) nine (9) hour days and one (1) four (4) hour day for the Administrative Clerk and Credit and Collections Consultant in the **Lafayette**, Indiana-based Work At Home Credit and Collections operation.

1. Management will select the job classification, reporting locations, occasions, hours and days where the Modified Work Schedules will apply.
 - a. Modified Work Schedules can be utilized any days of the week, Monday through Saturday. Modified Work Schedules will not be utilized on Sunday unless mutually agreed otherwise by the employee(s) so scheduled and management.
2. Overtime will be paid for hours worked in excess of nine (9) in any one day or forty (40) hours in any one week.
3. Holidays
 - a. Weeks which contain a recognized holiday as described in Article 11 shall be scheduled on the basis of five (5) eight (8) hour tours.
 - b. Payments for floating holidays taken while on a modified work schedule will be made on the basis of scheduled hours per day. However, employees cannot use a floating holiday on scheduled four (4) hour work days.
 - c. Employees on the Modified Work Schedule will not gain additional Floating Holiday hours (i.e., an advantage of Floating Holiday hours) over employees on five (5) eight hour tours.
4. Vacation
 - a. Vacation weeks shall be paid on the basis of forty (40) hours;
 - b. Day-at-a-time vacation shall be paid on the basis of scheduled hours.
 - c. Employees on the Modified Work Schedule will not gain additional hours

of vacation time (i.e., an advantage of vacation hours) over employees on five (5) eight hour tours.

5. Authorized Paid Absences – where payment is provided for authorized absences under Article 13, the pay will be on the basis of the employee’s scheduled hours.
6. Short Term Disability Benefits
 - a. Short Term Disability Payments will be made on the basis of scheduled hours missed.
 - b. Employees on the Modified Work Schedule will not gain additional hours of Short Term Disability time over employees on five (5) eight hour tours.
7. Disputes which may arise concerning the intended use of Modified Work Schedules shall be subject to the grievance-arbitration procedure.
8. The terms of this Agreement shall take precedence over the principal agreement between the parties.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor
Relations

Bruce Getts
Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

PENSION CONVERSION

1. Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions concerning the Pension treatment for hourly Frontier employees in the **Lafayette**, Indiana Credit and Collections Center contract who participated in the Verizon Management Pension Plan (“the Management Pension Plan”) on May 31, 2004, and began participation in the Plan for Hourly Employees’ Pensions (“the Hourly Pension Plan”) effective June 1, 2004.
2. The Management Pension Plan will provide for recognition of Vesting and Net Credited Service for retirement eligibility purposes until the employee terminates from Frontier. Pension Accrual Service used for the pension calculation stopped effective May 31, 2004. Cash balance pay credits stopped effective May 31, 2004; however, interest credits will continue to be applied to the cash balance account until distribution is made.
3. The Hourly Pension Plan will provide for recognition of Vesting and Accredited Service for retirement eligibility, but not for pension calculation purposes, the service that was earned under the Management Pension Plan in addition to the service earned under the Hourly Pension Plan. Accredited Service for pension accrual purposes will begin under the Hourly Pension Plan on June 1, 2004.
4. Frontier will provide a defined pension plan benefit based upon:
 - A. The greater of:
 - (i) A Verizon (fGTE) management accrued defined pension plan benefit as of May 31, 2004, based upon fGTE and Verizon average annual compensation for the five consecutive highest paid years earned up to May 31, 2004, and fGTE and Verizon Pension Accrual Service earned up to May 31, 2004.
 - OR
 - (ii) A cash balance account based on the opening cash balance amount plus pay credits earned up to May 31, 2004, and interest credits earned up to the date of distribution.

PLUS

- B. An Hourly Pension Plan benefit earned beginning June 1, 2004, based upon average annual compensation for the five consecutive highest paid years earned beginning June 1, 2004 and Verizon/Frontier Accredited Service earned beginning June 1, 2004.
4. The amount and availability of benefits under the Pension Plans are governed by the provisions of the Pension Plans and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Pension Plans in effect at the time regular employees separate from service. The operation and administration of the Pension Plans, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Pension Plans shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

This Agreement shall become effective May 6, 2012, and shall remain in effect until midnight, May 9, 2020, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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

This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date of May 9, 2020. The written notice shall contain a full statement as to the amendments or modifications desired.

The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on May 9, 2020, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

TEN HOUR/FOUR DAY WORKWEEK

The Company and the Union agree to establish a ten (10) hour day, four (4) day workweek. The terms of this Agreement shall take precedence over the principal agreement between the parties.

1. Management will select the job classification, reporting locations, and occasions where the "four-ten" schedules will apply. The "four-ten" schedules shall include at least two consecutive days off. Employees will not be scheduled on both a Saturday and Sunday on the same weekend. Employee(s) and management may mutually agree to waive the foregoing restrictions on the scheduling of "four-ten" workweeks.
2. Overtime - Overtime will be paid for hours worked in excess of ten (10) in any one day or forty (40) in any one week.
3. Holidays
 - A. Weeks which contain a recognized holiday as described in Article 11 shall be scheduled on the basis of five (5) eight (8) hour tours.
 - B. Floating Holiday payment will be made on the basis of a ten (10) hour day. Employees on 4/10's will not gain an advantage of floating holiday hours over someone on five (5) eight hour tours.
4. Vacation shall be paid on the basis of forty (40) hours for the week not worked, ten (10) hours for day at a time vacation, or five (5) hours for half day at a time vacation. Employees on 4/10's will not gain an advantage of vacation hours over someone on five (5) eight hour tours.
5. Authorized Paid Absences - Under Article 13 where payment is provided for authorized absences, the pay will be up to ten (10) hours per day.
6. Sickness-Disability Benefits -Payments will be made on the basis of a ten (10) hour day.
7. If the Company deems it advisable to make available a work schedule which will include a ten hour, four-day workweek, it shall be done in accordance with Article 8.1 in the current Agreement.

8. Disputes arising contrary to the intended use of "four-ten" hour tours shall be subject to the grievance-arbitration procedure.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor
Relations

Bruce Getts
Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

UNION LEAVE OF ABSENCE

WHEREAS former Frontier/IBEW, Local 723 bargaining unit employees have become full-time employees of the IBEW or its local affiliates:

WHEREAS the treatment of such IBEW employees for Frontier/GTE pension benefit credit varies both among former Frontier/GTE/IBEW bargaining units and between IBEW and local affiliate employment; and

WHEREAS other employers in Frontier's industry permit similarly situated employees greater pension benefits credit than does Frontier/GTE:

NOW THEREFORE Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723 agree as follows:

1. Any full time employee of Frontier North Inc. who becomes a full-time employee of either IBEW or an IBEW local affiliate (a "Frontier/GTE-Union employee") shall be entitled to be on leave of absence status from Frontier/GTE. While on such leave status, the Frontier/GTE-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
2. While on leave of absence status, a Frontier/GTE-Union employee shall accrue Accredited Service under the Frontier/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until the aggregate length of all such leaves of absence equals twenty (20) years.
3. In the event that any court of competent jurisdiction finds this Agreement to be unlawful, it shall be null and void as of the date of its execution, but Frontier/GTE and the IBEW, Local Union 723, will immediately negotiate in good faith to provide the most equivalent lawful benefit for Frontier/GTE-Union employees.

This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May 9, 2020. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 9, 2020, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723**

WORK-AT-HOME PROGRAM

In recognition of the space and other constraints Frontier is facing at its **Lafayette**, Indiana facility, as well as the fact that the Company has determined that work performed at this location lends itself well to a work-at-home program, Frontier North Inc. (hereinafter “the Company” or “Frontier”) and the International Brotherhood of Electrical Workers, Local 723 (hereinafter “the Union” or “IBEW Local 723”), have agreed to the creation of a Work-At-Home (hereinafter “WAH”) program for Credit and Collections employees represented by the Union at the **Lafayette** facility.

The wages, benefits coverage and eligibility, and other terms and conditions of employment for employees who work-at-home shall be governed by the applicable provisions of this Collective Bargaining Agreement, except as modified by the following terms, conditions and principles for the Work-At-Home program.

1. Eligible Employees and Staffing Provisions

- A. All current employees in the Business Collection Associate and Consumer Collection Associate titles who are on the payroll as of April 15, 2011, will be offered the opportunity to participate in the WAH program.
- B. Current Business Collection Associates and Consumer Collection Associates who choose to participate in the WAH program will remain on their current wage schedules and any applicable progressions.
- C. Employees must meet the Home Office requirements to be eligible for the WAH program.
- D. After the initial staffing is completed, any additional openings in the WAH Program will be posted and filled in accordance with the staffing provisions of this CBA. However, the Company reserves the right to determine the number of employees who may participate in the WAH program.
- E. After the initial staffing, the Company reserves the right to create and/or modify criteria for participation in the WAH program. The Company shall notify the Union of any such creation or modification of criteria for the WAH program.

2. Home Office Requirements

- A. Adequate space in the employee's residence with privacy and sufficient electric power and outlets for all equipment necessary to perform the work.
- B. A room free of distractions, one with a door that can be closed for privacy. No background noise like the television, conversation, radio, or animals.
- C. A room with good lighting (overhead lighting and a desk lamp if needed), appropriate temperature control, and an ergonomically correct chair.
- D. A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.
- E. Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards.
- F. High-Speed Internet access meeting technical and other requirements. Employees who live outside of Frontier service area or cannot receive Frontier HSI may have HSI supplied by another telecom provider. Employee may only have a cable provider as last resort. Any services outside the Frontier service area would require management approval.
- G. No deed, lease, condominium, or co-op restrictions which would be violated by performance of the work at the residence.

3. Equipment; Expenses

- A. The Company will supply employees with a chair to be used for working at home, will provide an allowance of \$150 for purchasing a work station, and bear the cost of the equipment and services it determines are needed to perform the duties and responsibilities of the employee's job.
- B. All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee. When an employee is terminated or resigns, he or she shall make arrangements with his or her supervisor and make the Company-supplied equipment available for pick up by the Company within 5 days of such termination.
- C. Employees must immediately inform supervision of the malfunction of any work-at-home terminal/equipment or services. In such cases, however, employees may be required to come into the office within one (1) hour after receiving notice to do so, in order to finish their shifts. These situations will be handled on a case-by-case basis.

- D. Except as expressly provided above, the Company assumes no responsibility for any cost (including, but not limited to increases in rental or utility charges or insurance premiums, fees for zoning waivers or exceptions, or license fees) associated with the creation or maintenance of a workspace and equipment in a participant's home.
 - E. In the event of a work stoppage, the work-at-home equipment in participants' homes may be deactivated and may also be removed.
4. Schedule Adherence
- A. 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.
 - B. Work-at-home work time shall not be used for dependent care activities.
 - C. In the event participants need to leave their work position at times for other than a scheduled break or meal period (e.g., feeling ill), they must first confer with supervision and secure permission. Upon returning to their work position, participants must inform supervision.
 - D. If an emergency situation develops requiring immediate action on the part of the employee, he/she should react appropriately and notify supervision as soon as appropriate.
5. Code of Conduct; Protection of Customer Information
- A. Employees must comply with Company rules and policies including the Code of Conduct.
 - B. Employees will be required to establish and maintain safeguards that will protect from theft, abuse or misuse of all Company records and property, including all customer information, located in, or accessible from their premises.
 - C. Employees must take all necessary steps to protect the secrecy of communications and the confidentiality of customer information and communications.
6. Employee Safety; Ergonomics
- A. Employees will be responsible for compliance with Company safety (including ergonomic) standards.

7. Reporting to Locations Other Than Residence

- A. Participants may be required to report to Company or non-Company locations for purposes such as, but not limited to, supervisor meetings, training sessions and policy/practice coverage.
- B. If practicable, participants will be given at least 24 hours notice in advance of the start time of such meetings, sessions, and the like.

8. Supervisory Evaluation and Oversight

- A. Supervisors will use the same methods and tools that are in use in “brick and mortar” Call Center operations to monitor and evaluate employee performance.
- B. Supervisors will maintain contact with employees through telephone, electronic, or other messaging, as well as announced and/or unannounced home visits which will be conducted during scheduled working hours.
- C. At any home visit at which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, or at any home visit with an employee for the purpose of conducting an investigatory interview which may lead to such discipline of the employee, the employee and the Union Steward will be notified in advance and the Union Steward will be present for the visit if the employee so requests.
- D. Participants will be required to cooperate in surveys, evaluations, focus groups and other similar activities, as directed by supervision, to determine the ongoing value and effectiveness of work-at-home arrangements.

This Memorandum of Agreement is effective on April 15, 2011. The Company may terminate the work-at-home arrangements, in whole or in part, at any time upon sixty (60) days notice to affected employees and the Union.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor
Relations

Bruce Getts
Business Manager

[Existing MOA that was “continued as is” in 2016 MIFA # 2 negotiations]