

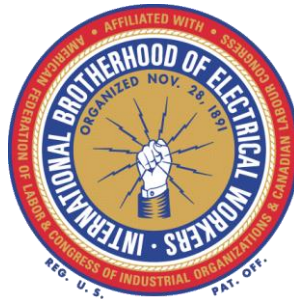
Agreement between



**Frontier North Inc.**

and

**International Brotherhood of Electrical Workers  
(Local Unions 21, 51, 702 and 723)**



## **Multi-Unit IBEW/Frontier Agreement # 2 ("MIFA # 2")**

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

With the Following Local Agreement Appended:

**IBEW Local [#] – [Common Reference]**

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## ARTICLE 1. RECOGNITION

- 1.1 The parties to this Multi-Unit Frontier IBEW Agreement # 2 (hereinafter “MIFA # 2”) are Frontier North Inc. (hereinafter referred to as “the Company” or “Frontier”) and the International Brotherhood of Electrical Workers, AFL-CIO (“IBEW”), Local Unions 21, 51, 702 and 723 (hereinafter collectively referred to as “the Union”).
- 1.2 The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours and other conditions of employment for employees in the bargaining units as defined in the following provisions of the former individual collective bargaining agreements between Frontier North Inc. and IBEW Local Unions 21, 51, 702 and 723:
  - A. Article 2, Section 2.1 and Exhibit A of the former individual collective bargaining agreement between Frontier North Inc. and IBEW Local Unions 21, 51 and 702 commonly referred to as the “Illinois Service, Construction and Supply” or “Illinois Plant” agreement **and now Appendix 1 to MIFA # 2;**
  - B. Article 1 (Sections 1.2 and 1.3), Article 3 (Sections 3.1, 3.2, 3.3 and 3.4) and Exhibit 1 of the former individual collective bargaining agreement between Frontier North Inc. and IBEW Local Union 723 commonly referred to as the “Indiana White Book” agreement **and now Appendix 2 to MIFA # 2;**
  - C. Article 3, Section 3.1, of the former individual collective bargaining agreement between Frontier North Inc. and IBEW Local Union 723 commonly referred to as the “Indiana Blue Book” or “Statewide Construction” agreement **and now Appendix 3 to MIFA # 2 ;**
  - D. Article 2 and Exhibit A of the former individual collective bargaining agreement between Frontier North Inc. and IBEW Local Union 723 commonly referred to as the “Indiana Red Book” or “Indiana South/Corydon” agreement **and now Appendix 4 to MIFA # 2;**
  - E. Article 3, Section 3.1 and Exhibit 1 of the former individual collective bargaining agreement between Frontier North Inc. and IBEW Local Union 723 commonly referred to as the “Indiana Logistics” agreement **and now Appendix 5 to MIFA # 2 ;** and,
  - F. Article 2, Section 2.1, of the former individual collective bargaining agreement between Frontier North Inc. and IBEW Local Union 723 commonly referred to as the “**Collections Work At Home**” agreement **and now Appendix 6 to MIFA # 2.**

- 1.3 This Agreement is made this 8<sup>th</sup> day of May, 2016, by and between the authorized representatives of the Company and the Union.

## **ARTICLE 2. STRUCTURE OF AGREEMENT**

- 2.1 Unless they expressly state otherwise, the terms and conditions of MIFA # 2 apply to each of the bargaining units recognized in the former individual collective bargaining agreements between Frontier North Inc. and IBEW Local Unions 21, 51, 702 and 723, each of which, as amended in MIFA # 2 negotiations between the parties, appear in the Appendices to this Agreement.
- 2.2 To the extent that the terms and conditions of MIFA # 2 do not affect the terms and conditions of the former individual collective bargaining agreements, as amended in MIFA # 2 negotiations, that appear in the Appendices to this Agreement, the terms and conditions of those former individual collective bargaining agreements which have not by their own terms expired shall continue in full force and effect with respect to the bargaining unit each covers. In the event of a conflict between the terms and conditions of MIFA # 2 and the terms and conditions of any of the former individual collective bargaining agreements that appear in the Appendices to this Agreement, the terms and conditions of MIFA # 2 shall be controlling.

## **ARTICLE 3. PRINCIPLES FOR THE ASSIGNMENT OF WORK**

- 3.1 In assigning work to employees, the primary objective is to utilize all employees in a common sense manner to complete work, wherever possible, in a single dispatch or work assignment.
- A. It is recognized, however, that each job classification has its own set of primary job duties and functions (job content) and will continue to be differentiated by their job content. This Article is not intended to change the primary content of the various job classifications.
- 3.2 Accordingly, when an employee is assigned work within his or her job classification, and it is necessary, in order to complete that entire job or work assignment, for the employee to perform work outside of his or her classification, the employee may perform (or be assigned to perform) any of the associated out-of-classification work, provided the employee has, in the Company's judgment, the training, experience, qualifications, and/or equipment needed to safely complete the entire job in a single dispatch or work assignment.

- A. Employees are expected to continue the practice of notifying their supervisor if they believe they are unable to safely complete an entire job in a single dispatch or work assignment due to unsafe conditions or due to lack of experience, qualifications and/or equipment.
- 3.3 In order to complete a job in a single dispatch and/or work assignment, as provided for in Section 3.2 above, if an employee needs to perform work that is normally performed by a different classification and/or work group, the employee may complete the job during the scheduled and nonscheduled hours of the classification and/or work group that would normally perform the work in question.
- 3.4 When local management plans to implement the assignment principles contained in this Article in a particular work group or groups, the Local Union will be notified of such plans within a reasonable time frame in advance. Local management and union representatives will meet to discuss the plans for implementation; management will consider any input provided by the Union on those plans. As those plans are put into place, the local management and union representatives will meet periodically to discuss the progress being made and any concerns over the implementation. Representatives of the Local Union may be present for the meetings described above.
- 3.5 Certification Differential for Outside and Central Office Technicians
- A. In order to promote the implementation of the provisions of this Article and encourage employees to voluntarily acquire additional training and the associated skills, the Company will increase the base hourly wage rate of those outside and central office technician employees who achieve the following certification(s):
- |                        |                          |
|------------------------|--------------------------|
| (1) Comp TIA A+        | \$0.25 per hour increase |
| (2) Comp TIA Network + | \$0.25 per hour increase |
| (3) CCNA               | \$0.50 per hour increase |
- Additional certifications may be added to this list at the Company's discretion or with the Company's approval. The Union may propose additional certifications on an annual basis and representatives of the Company and Union will meet to discuss those proposed additional certifications.
- B. Employees may seek reimbursement for the cost of courses and examinations to acquire such certification under the terms of the applicable tuition assistance program.
- C. Training and preparation for the certification (including taking the certification test) shall occur during nonworking hours.

### 3.6 Applicability of This Article

- A. This Article does not apply to the Logistics collective bargaining agreement (“CBA”) between the Company and IBEW Local Union 723, and the Carmel Collections Group CBA between the Company and IBEW Local Union 723, due to nature of the job classifications and work covered by those CBAs.
- B. The fact that this Article does not apply to the CBAs identified in Section 3.6A above will not serve to diminish or otherwise affect any provisions in those agreements relating to the assignment of work within those bargaining units.

## ARTICLE 4. BUSINESS ATTIRE

- 4.1 In order to promote a professional business image in the marketplace, employees in classifications designated by the Company will be required to wear uniforms provided by the Company. The Company will notify the Union of the classifications designated by the Company that are required to wear uniforms. The Company reserves the right to establish, change or modify reasonable guidelines for business attire. Such guidelines may not alter the provisions of Section 4.2 below.
- 4.2 Employees designated to participate in the Company’s uniform program will be allowed to order the following number of items annually, and on an “as needed” basis:
  - A. 4 hats
  - B. 1 Jacket\* **or 2 Hooded Sweatshirts**
  - C. 7 Pants or Shorts\*\*
  - D. 7 Shirts (any combination of polo, long-sleeve work shirt, short-sleeve work shirt)
  - E. Other uniform items (such as promotional items) may be available from time to time.

**\* On a “one-time” basis, participating employees as of the date of ratification, may choose 1 winter coat or 1 set of bib overalls.**

*\*\* The wearing of shorts will be based on management approval for the particular area.*
- 4.3 The following items of work equipment may be provided by the Company, and will be worn as outlined below:

- A. SHOE/BOOT COVERINGS – When entering a customer’s premises, these coverings must be worn to avoid soiling the customer’s premises.
  - B. UNIFORM COVERALLS - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers’ premises.
- 4.4 Employees will be responsible for the laundering of uniform items unless the Company makes other arrangements for laundering.
  - 4.5 Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
  - 4.6 Shirts will include identification of the IBEW (including the appropriate Local number if requested by the Union) on the shirt sleeve.
  - 4.7 The Company will give consideration to any cost-competitive proposals obtained by the Union from a uniform manufacturer who can timely supply U.S.A. - made apparel to meet the requirements of the corporate uniform program, including the ability to supply sufficient quantities, sizes, and styles. A trial could be undertaken in this regard. It is understood that the Company currently uses a national “single source” supplier, which may impact the Company’s ability to offer uniform items made in the U.S.A.

## **ARTICLE 5. VACATION TIME – GENERAL PROVISIONS**

- 5.1 Vacation Allotments for Employees
  - A. Vacations will be granted to regular employees in accordance with the following schedule:
    - i. Two (2) Weeks: Employees who complete 1 year of accredited service with the Company will be granted two (2) weeks of vacation at their basic rate of pay.
    - ii. Three (3) Weeks: Employees who have completed 5 years of accredited service with the Company will be granted three (3) weeks of vacation at their basic rate of pay.
    - iii. Four (4) Weeks: Employees who have completed 15 years of accredited service with the Company will be granted four (4) weeks of vacation at their basic rate of pay.

iv. Five (5) Weeks: Employees who have completed 25 years of accredited service with the Company will be granted five (5) weeks of vacation at their basic rate of pay.

B. Vacation Allotments for any given calendar year are based on the accredited service an employee will have as of the end of that calendar year. If an employee does not achieve the new accredited service threshold in a given year due to a separation from employment for any reason, the employee must pay the Company for the extra vacation time (if used).

C. Vacation Scheduling and situations where Vacation Allotments are reduced will continue to be governed by the applicable local Collective Bargaining Agreement.

## 5.2 Vacation Cash-Out

A. Employees who are entitled to three (3) or more weeks of vacation may, with supervisory approval, receive straight time pay, in a full week increment only, in lieu of taking one (1) full week of vacation during the vacation year.

## 5.3 Pay for Unused Vacation; Vacation Carryover

A. Where an employee, due to circumstances beyond the employee's control, is both unable to use his or her scheduled vacation during a calendar year and unable to reschedule such time within the same year, the employee will either receive pay in lieu of the unused vacation or be permitted to carry over the unused vacation into the subsequent year.

## 5.4 Banked Vacations

A. The banking of vacation time will be eliminated effective January 1, 2013.

B. Previously banked vacation shall be treated as follows:

i. Banked vacation weeks shall be selected from any available remaining vacation time after all current weeks of vacation, day-at-a-time vacation, and personal days/floating holidays have been selected during the normal vacation selection process.

ii. Any unused banked vacation time shall be paid out in a lump sum at time of separation from the Company.



## ARTICLE 6. LONG TERM DISABILITY

- 6.1 The Company will offer a Company-paid Long Term Disability (LTD) benefit to all regular full-time employees with one (1) or more year(s) of service.
- 6.2 Employees must meet all eligibility requirements under the LTD plan in order to qualify for LTD benefits.
- 6.3 Approved LTD benefits may commence after the 26-week Short Term Disability period provided for in the local Collective Bargaining Agreement and will continue as long as the employee meets the definition of disability under the LTD plan or normal retirement age.
  - A. For the first 24 months (excluding the 26-week Short Term Disability period), the employee must meet the "own occupation" definition of disability.
  - B. After 24 months (excluding the 26-week Short Term Disability period), the employee must meet the "any occupation" definition of disability, regardless of whether Social Security Disability Income Benefits (SSDIB) are approved.
  - C. Continued LTD benefits coverage is dependent upon the employee's LTD status remaining "approved".
- 6.4 During the first six (6) months of LTD benefits coverage, employees will maintain the right to be reinstated to the position the employee held on the date of disability (inclusive of the 26-week Short Term Disability period) upon "recovery" or, if medically restricted, to any available position consistent with the employee's restrictions and qualifications.
- 6.5 The LTD plan will pay monthly benefits for approved LTD absences at 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month **for disabilities commencing on or before 12/31/2017, and up to a maximum of \$2,083 per month for disabilities commencing on or after 1/1/2018.**
  - A. Monthly benefits will be coordinated and reduced, in accordance with the LTD plan, by any amount received by Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances), and any other plan which provides income benefits.

- 6.6 When the employee is receiving benefits under the Company's LTD plan, he/she shall have the same level of medical, dental and vision insurance benefits continued for the period of the leave or up to 29 months from the date of disability (inclusive of the 26-week Short Term Disability period), whichever is less, as a "bridge" to Medicare.
- A. Such employee will make premium contributions at the same level as active employees are at the time.
  - B. Continued medical, dental and vision insurance benefits coverage is dependent upon the employee's LTD status remaining "approved".
- 6.7 The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the **applicable** local **Appendix to the MIFA # 2** Collective Bargaining Agreements.

## **ARTICLE 7. HEALTH AND BASIC LIFE INSURANCE BENEFITS**

- 7.1 Medical, Dental & Vision Benefits
- A. The NECA Family Medical Care Plan # 16 (hereinafter referred to as the "NECA Health Plan") will be the only negotiated Plan for all Medical (including Prescription Drug), Dental and Vision (hereinafter collectively referred to as "Health") Benefits offered to employees in the local Illinois and Indiana **bargaining units**.
  - B. Eligibility
    - i. Regular Full-time Employees, and their dependents, will be eligible to participate in Health Benefits after ninety (90) days from date of hire or when the employee enrolls, whichever is later.
    - ii. Regular Part-time Employees, and their dependents, will be eligible to participate in Health Benefits to the extent required by and in accordance with the Patient Protection and Affordable Care Act (PPACA).
    - iii. Employee dependent child eligibility will be provided to the extent required by law (currently, age 26), but in any event dependent

children will be eligible for coverage if they are unmarried and either under the age of nineteen (19); or, under the age of twenty-three (23) and attending (on a full-time basis) an accredited secondary school, college, university or nursing school.

C. Premium Contributions

- i. The Company and employees will contribute toward the premium costs of the NECA Health Plan for eligible Regular employees in accordance with this Section.
- ii. Contribution Rates for Regular Full-time Employees. Company and employee contribution rates toward the premium cost of the NECA Health Plan for the level of coverage selected by the employee (Employee Only, Employee + Spouse, Employee + Child(ren), or Family) will be as follows:

(a) Calendar Year **2016**:

<u>Level of Coverage</u>	<u>Monthly NECA Plan 16 Premiums</u>	<u>Company Contribution</u>	<u>Full-time Employee Contribution</u>
<u>Employee Only</u>	<u>\$586.20</u>	<u>\$545.17</u>	<u>\$41.03</u>
<u>Employee+ Spouse</u>	<u>\$1,114.92</u>	<u>\$1,036.88</u>	<u>\$78.04</u>
<u>Employee+ Child(ren)</u>	<u>\$1,042.77</u>	<u>\$969.78</u>	<u>\$72.99</u>
<u>Family</u>	<u>\$1,551.19</u>	<u>\$1,442.61</u>	<u>\$108.58</u>

(b) Calendar Year **2017**:

- The Company contribution will be a **percentage (shown below)** of the **2017** “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2017**, for that enrollment tier or (2) the actual **2016** NECA Plan 16 Premiums for that enrollment tier increased by 7.0%, whichever is lower.

**The Company contribution % of the 2017 Company Premium Caps will be 92%.**

- The Employee contribution amount will be the remainder of the actual **2017** NECA Plan 16 Premium.

(c) Calendar Year **2018**

- The Company contribution will be a **percentage (shown below)** of the **2018** “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2018**, for that enrollment tier or

(2) the **2017** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower.

**The Company contribution % of the 2018 Company Premium Caps will be 90%.**

- The Employee contribution amount will be the remainder of the actual **2018** NECA Plan 16 Premium.

(d) Calendar Year **2019**

- The Company contribution will be **a percentage (shown below)** of the **2019** “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2019**, for that enrollment tier or (2) the **2018** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower.

**The Company contribution % of the 2019 Company Premium Caps will be 88%.**

- The Employee contribution amount will be the remainder of the actual **2019** NECA Plan 16 Premium.

(e) Calendar Year **2020**

- **The Company contribution will be a percentage (shown below) of the 2020 “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, 2020, for that enrollment tier or (2) the 2019 Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower.**

**The Company contribution % of the 2020 Company Premium Caps will be 85%.**

- **The Employee contribution amount will be the remainder of the actual 2020 NECA Plan 16 Premium.**

Note: The NECA Plan 16 Premiums are the actual monthly premiums for the four (4) NECA Plan 16 coverage levels for any given calendar year, as determined by the FMCP (which has guaranteed a rate methodology through the end of **2020** which pools the various plans offered by the FMCP as one group for rate increase computation purposes).

**iii. Company Contribution Rates for Regular Part-time Employees:**

- (a) Calendar Year **2016**: 50% of the **2016** monthly Plan Premiums (see 7.1C.ii (a) above)
- (b) Calendar Year **2017**: 50% of the **2017** monthly “Company Premium Caps”, as defined in 7.1C.ii (b), above.
- (c) Calendar Year **2018**: 50% of the **2018** monthly “Company Premium Caps”, as defined in 7.1C.ii (c), above.
- (d) Calendar Year **2019**: 50% of the **2019** monthly “Company Premium Caps”, as defined in 7.1C.ii (d), above.
- (e) Calendar Year **2020**: 50% of the **2020** monthly “Company Premium Caps”, as defined in 7.1C.ii (e), above.

**iv. Premium Contribution Rates for Non-Negotiated Health Plans**

- (a) **To the extent (if any) that the Company chooses to offer a separate, non-negotiated alternative Health plan or plans and an eligible employee chooses to participate in a non-negotiated Health plan in lieu of the NECA Health Plan:**
  - **Company and employee premium contribution rates will be the same as those for the NECA Health Plan, provided, however, that the Company contribution toward the non-negotiated plan premium shall not exceed the equivalent of the Company premium contribution towards the NECA Health Plan for the enrollment tier selected by the employee.**
  - **The employee is responsible for any premium cost above and beyond the Company contribution for the NECA Health Plan – in others words, the non-negotiated plan will be a “buy-up” if the premium for the non-negotiated plan is higher than the premium for the NECA Health Plan.**
- (b) **The Company retains complete discretion regarding the terms and/or continuation of any non-negotiated plan or program the Company has offered, or may elect to offer, to employees. No matter or matters concerning such non-negotiated plan(s) or any difference arising thereunder shall be subject to the grievance or arbitration procedures of the**

**applicable Appendix to the MIFA # 2 Collective Bargaining Agreement.**

- v. Regular Full-time and Regular Part-time employees and/or covered spouses who are enrolled in a Health Plan and who use tobacco will also pay a supplemental tobacco user premium equal to 10% of the Medical Plan's monthly premium cost for *single* coverage.
- vi. When used herein, the term "premium" shall also mean "premium equivalent" in the case of a non-negotiated plan(s) that are self-funded.
- vii. In the event the method of collection/payment of the employee premium contribution jeopardizes the Plan's "affordability" status under applicable law, the parties will meet and confer to address and remedy the issue to the fullest extent possible.
- viii. The MIFA # 2 Unions will make every reasonable effort to convince the FMCP to create a Trustee position for the Company and a Trustee position for the MIFA # 2 IBEW Group as soon as possible after the Company signs the Participation Agreement with the FMCP.

**D. Opt Out and Wellness Credits**

- i. Opt Out Credit: Employees may opt out of NECA Health Plan coverage. In situations where an employee elects not to enroll himself/herself and his/her eligible dependents in the Plan (or in any non-negotiated Plan offered by the Company), the employee is eligible for an annual "opt out" credit of seven hundred dollars (\$700).
  - (a) This opt out credit may be prorated and given to the employee over twelve (12) months on his/her bi-weekly paycheck.
  - (b) In order to be eligible for this credit, the employee will be required to provide satisfactory evidence of medical coverage upon request.
- ii. Wellness Credit: employees and their spouses who enroll in the NECA Health Plan or in any non-negotiated Plan offered by the Company are each eligible to receive a \$75 "wellness" credit per calendar year.
  - (a) This wellness credit is considered taxable income and will be paid to the employee on his/her regular bi-weekly paycheck.
  - (b) In order to be eligible for this credit, the employee or the employee's spouse must complete an annual physical exam,

including biometric measurements, as defined by the Company using applicable ICD-9 Codes. The maximum wellness credit receivable per calendar year by any one (1) employee is \$150 (\$75 for an eligible employee and \$75 for an eligible spouse).

- (c) The spousal wellness credit does not apply if both the employee and the employee's spouse are Frontier employees, since each spouse is himself or herself eligible as an employee for the credit.
- (d) Payment of the Wellness Credit is dependent upon either FMCP or the Health Plan Administrator (currently Anthem BC/BS) providing the Company with a quarterly file feed of employees' and employee spouses' who have qualified for this Credit.

E. NECA Health Plan Design Summary

- i. A copy of the NECA Health Plan Design Summary will be supplied to employees who participate in the Plan by FMCP.

7.2 Company-Paid Basic Life Insurance

- A. During the term of this Agreement, the Company will continue to offer Company-paid Basic Life Insurance coverage.
- B. Eligibility: Regular Full-time Employees will be eligible for Basic Life Insurance coverage after ninety (90) days from date of hire or when the employee enrolls, whichever is later.
- C. Coverage Level:
  - i. Company-Paid Basic Life Insurance (Years of Service-based Benefit) coverage will be as follows:

<b>Years of Service</b>	<b>Benefit</b>
Less than 5	\$10,000
5 to less than 10	\$15,000
10 to less than 15	\$20,000
15 to less than 25	\$30,000
25 to less than 35	\$40,000
35 or more	\$50,000

Note: the Supplemental Life Insurance Buy-Up continues to be available.

7.3 Surviving Spouse and Dependent Continuation of Health Coverage

- A. Eligible surviving spouses and dependents of an active employee who participated in the NECA Health Plan shall be provided with continuation

of coverage under the Plan offered to active employees for eighteen (18) months following the death of the employee.

- B. Surviving spouses and dependents receiving such coverage will be responsible for payment of the employee's Health Plan premium contribution(s) for the selected level of coverage on the same basis as an active employee.
- 7.4 Enrollment in the Health and Basic Life Insurance Plans will be in accordance with the usual and customary procedures of the carrier(s).
  - 7.5 The Health and Basic Life Insurance Plans will be administered solely in accordance with the Plan provisions, and no matter concerning the Plans or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the applicable local Collective Bargaining Agreement. Except to the extent authority is vested in the FMCP with respect to NECA Plan 16, the selection of the Plan Administrator(s) and/or Carrier(s) including the preferred provider network, the administration of the Plans and all the terms and conditions relating thereto, the premium rates or other related matter as initiated by the Administrator(s)/Carrier(s), and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
  - 7.6 During the term of this Agreement, and subject to the provisions of this Article, the Basic Life Insurance Plan will remain in full force and effect as amended. The Company agrees to negotiate with the Union any changes in such plan that would decrease the benefits herein contrary to the provisions of this Article.

## **ARTICLE 8. RETIREMENT BENEFITS**

- 8.1 Pension Plan(s)
  - A. During the term of this Agreement, the Company agrees to continue in effect the applicable Plan for Employees' Pensions as provided herein and subject to the terms of the applicable Summary Plan Description(s).
  - B. Pension Plan Eligibility
    - i. **Regular full-time employees hired into one of the Illinois or Indiana Appendices to MIFA # 2** on or before April 19, 2013, who meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions for the employee's local **Appendix to MIFA # 2**.



- ii. Former Frontier employees who are re-hired after April 19, 2013, with prior Vesting or Accredited Service in the applicable Plan for Employees' Pensions for the employee's local **Appendix to MIFA # 2** who meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions for the employee's local **Appendix to MIFA # 2**.
- iii. Regular full-time employees hired on or before April 19, 2013, **were** afforded a one-time option after April 19, 2013, to elect to opt out of pension coverage and elect to participate in the Hourly Savings Plan with Company match. The election to opt out, once made, cannot be revoked. As of the date on which this change **took** effect, any employee who **chose** to opt out of pension coverage ceased to accrue any additional benefit under the applicable Plan for Employees' Pensions (the employee's accrued pension benefit **was** "frozen"), and no additional accredited benefit service or compensation shall be taken into account in determining pension benefits for any such employee. However, any employee who **was** not yet fully vested will continue to accrue vesting service in accordance with the terms of the applicable Plan for Employees' Pensions which provides for full vesting after 5 years. As of that same effective date, the employee **became** eligible for a Company match under the Hourly Savings Plan in accordance with Section 8.2B of this Article.

C. Lump Sum Payments in Lieu of Wages

- i. Lump sum payments in lieu of wages will be included in Monthly Compensation for pension purposes.

D. Pension Minimums

- i. The annual minimum pension for eligible employees in the Illinois and Indiana local **Appendices** who retire on or after July 1, 2010, is as follows:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$12,900
35 but less than 40 years	\$11,300
30 but less than 35 years	\$ 9,800
25 but less than 30 years	\$ 8,200
20 but less than 25 years	\$ 6,600
15 but less than 20 years	\$ 5,200

- ii. Either party may terminate these annual minimum pension provisions by sending written notice to the other party not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

- E. The amount and availability of benefits under the applicable Pension Plan are governed by the provisions of the applicable Pension Plan and are subject to ERISA, the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the applicable Pension Plan in effect at the time employees separate from service, except as required by applicable law or a subsequent plan amendment. The operation and administration of the applicable Pension Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the applicable Pension Plan shall rest with the applicable plan fiduciaries of the applicable Pension Plan and shall not be subject to the grievance or arbitration procedures set forth in the applicable **Appendix to MIFA # 2** Collective Bargaining Agreement.

## 8.2 Hourly Savings Plan

- A. Frontier will make the Hourly Savings Plan (“401(k) Plan” or “HSP”) available to regular full-time and regular part-time hourly employees of the Company who are covered by one of the local **Appendix to MIFA # 2** Collective Bargaining Agreements, subject to the following provisions and the provisions of the Hourly Savings Plan MOA, which expires on May **9, 2020**.
- B. Employees who participate in the 401(k) Plan will receive a Company match in accordance with the terms of the Hourly Savings Plan (Company Match) MOA, which expires on May **9, 2020**, and the terms of the 401(k) Plan.
- C. Lump Sum Payments in Lieu of Wages
- i. Lump sum payments in lieu of wages will be included in Monthly Compensation for Hourly Savings Plan contributions.
- D. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the applicable **Appendix to MIFA # 2** Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.
- E. Additional details concerning the 401(k) Plan and the 401(k) Company match can be found in the Plan Document and in the Hourly Savings Plan and Hourly Savings Plan Company Match MOAs, which expire on May **9, 2020**.

## 8.3 VEBA MOA/Retiree Medical Benefits

- A. The Company will make Retiree Medical **Benefits** available to eligible participants, as provided in and subject to the provisions of this Section and the provisions of the VEBA MOA, which expires on May **9, 2020**.
- B. Retiree Medical **Benefits** Eligibility
  - i. Regular full-time employees hired into the Illinois or Indiana **Appendices to MIFA # 2** on or before April 19, 2013, who retire between July 1, 2010, and May **9, 2020**, with a service or disability pension under the applicable Plan for Hourly Employees' Pensions, and their beneficiaries, (collectively, "Eligible Participants") will be eligible for Retiree Medical **Benefits**.
  - ii. Employees hired into the Illinois or Indiana **Appendices to MIFA # 2** after April 19, 2013, are not eligible for Retiree Medical **Benefits**.
- C. Additional details concerning this Retiree Medical **Benefits** can be found in the VEBA MOA, which expires on May **9, 2020**.

#### 8.4 Retiree Life Insurance Plan

- A. Regular full-time employees hired into the Illinois or Indiana **Appendices to MIFA # 2** on or before April 19, 2013, who retire(d) on or after July 1, 2010, with a service or disability pension under one of the applicable Plan(s) for Hourly Employees Pensions will be eligible for a \$7,500 retiree life insurance benefit.
- B. Employees hired into the Illinois or Indiana **Appendix to MIFA # 2** after April 19, 2013, are not eligible for a retiree life insurance benefit.

### **ARTICLE 9. EMPLOYEE DISCOUNTS**

- 9.1 The Company will provide Regular Full-time Employees with discounted telecommunications services 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. Concession benefits, if provided, will only be available to employees living within the Frontier service areas.

### **ARTICLE 10. INCENTIVE COMPENSATION & SALES ACTIVITIES**

- 10.1 The Company may implement sales, sales referral, incentive, commission, prize and/or award plans and programs as it deems necessary to meet sales or other Company business goals and objectives. These plans and

- programs may provide employees the opportunity to earn merchandise, cash, meals, trips, recognition, and/or other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company.
- 10.2 The development, design, size, frequency, and/or administration of plans and programs implemented pursuant to this Article, including the amount of merchandise, cash or other awards earned by employees, are wholly within the discretion of the Company. The Company agrees that the amount of merchandise, cash or other awards earned by employees pursuant to a plan or program established under this Article will not be relied upon in future negotiations as an offset for wages or benefits.
- 10.3 All employees are responsible for promoting the Company's products and services. In addition, all employees are expected to participate in the Company's sales and sales referral plans and programs, and may be required to do so only during working hours. The Company will not discipline non-commissioned employees solely on the basis of their sales results.

## **ARTICLE 11. PERFORMANCE RECOGNITION PLAN**

- 11.1 The Performance Recognition Plan (the "Plan") is designed to encourage and recognize teamwork and exceptional employee performance. The Plan affords employees a means of participating in the growth and success of the Company resulting from improved customer service, productivity and operating competitiveness, and rewards employees with additional income for their efforts.
- 11.2 The Performance Recognition Plan will be implemented during each calendar year this Agreement is in effect, beginning in **2016** (the "Plan Years" or, individually, "Plan Year").
- 11.3 For each Plan Year, all non-commissioned employees will be assigned to teams and covered by the Performance Recognition Plan. The Plan will include bonus components, with relative weightings and objectives, as assigned by the Company. The Company will establish and communicate the Plan structure (bonus teams, components, objectives, weightings, etc.) no later than March 31 of the Plan Year for which they apply.
- 11.4 For each Plan Year, the available bonus pool will be 4% of the gross annual base pay at the top rate for the employee's classification. The annual payout may be higher or lower than the available bonus pool based on team performance. The maximum annual payout percentage is 120% of the available bonus pool for each classification. The Company and Union have agreed to set aside from this bonus pool a minimum annual payout amount of \$600 per eligible and participating employee and to use those monies to

instead provide annual Company funding for Healthcare Reimbursement Accounts of \$600 for each eligible active employee participating in the Plan. Individual team bonus awards will be reduced accordingly, but not below zero.

- 11.5 Performance Recognition Plan bonus awards will be paid to eligible and participating employees no later than March 31 of the year following the Plan Year.
- A. In order to be eligible for this payment, employees must be on the payroll as of **October 1** of the Plan Year (e.g., **October 1, 2016** for the bonus paid in March **2017**). For employees who are laid off or who retire during the Plan Year, and for employees who resign before the payout date, this **October 1** eligibility date does not apply; for those employees, the bonus will instead be prorated based on the number of full months the employee worked during the Plan Year.
  - B. For new hires, the bonus will be prorated based on the number of full months worked by the employee during the Plan Year.
  - C. For employees who are not actively at work for 30 or more consecutive calendar days during the Plan Year (excluding vacation and personal days/floating holidays), the bonus will be prorated based on the number of full months the employee is actively at work during the Plan Year.
  - D. An Employee transferring or changing bonus teams for any reason during the year will receive a bonus based upon the bonus team in which the employee resides at the end of Plan Year (December 31). Awards will not be prorated based on the time spent with each team.
  - E. Employees who are discharged for cause before the payout date are ineligible for any bonus payout.

## **ARTICLE 12. DIRECT DEPOSIT**

- 12.1 Notwithstanding any collectively bargained Agreement provision to the contrary, and to the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. account at a financial institution that accepts direct deposit transfers.
- 12.2 The Company will provide employees with electronic access to, or other means to obtain, their pay stubs. If, for reasons such as extended disability or vacation, an employee is unable to obtain a pay stub via the normally available means, alternate means will be available for employees to access or obtain a copy of their pay stubs.

## **ARTICLE 13. NEW JOB CLASSIFICATIONS**

- 13.1 Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows.
- 13.2 The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and a proposed initial wage schedule (which will not include any employee benefits) for the classification.
- 13.3 The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage schedule.
- 13.4 If negotiations are not so initiated, the Company may proceed to staff the new job classification and the wage schedule provided by the Company shall remain in effect.
- 13.5 If negotiations are initiated pursuant to Section 3 above, and agreement is reached between the parties within the thirty (30) days following the Union's receipt of notice from the Company concerning the wage schedule, the Company may proceed to staff the new job classification using the agreed upon wage schedule.
- 13.6 If negotiations are initiated pursuant to Section 3 above, and if the parties are unable to reach agreement on a wage schedule within thirty (30) days from the date negotiations are initiated, the Union may, within ten (10) days after the expiration of the thirty (30) day negotiation period, request that the issue of an appropriate wage schedule be submitted for resolution to a neutral third party. The Company may then also proceed to staff the new job classification using its last proposed wage schedule.
- 13.7 Third Party Review
  - A. The neutral third party shall be selected pursuant to the arbitration provisions of the applicable collective bargaining agreement.
  - B. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that the third party undertake a full and complete job evaluation study, he or she shall review other comparable or relevant job classifications and their wage schedules for comparison purposes, and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.

- C. In determining an appropriate wage schedule, the neutral third party will endeavor to assure that the wage schedule permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace, and that the new job classification is compensated equitably.
  - D. A written decision as to the appropriate wage schedule will be rendered by the neutral third party within forty-five (45) days of the date after which all evidence has been submitted or, where a hearing has been requested, the hearing is concluded. In the event that the neutral third party determines that a different wage schedule than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 180 days.
  - E. The costs of the third party neutral, and any associated administrative costs imposed by a third-party administrator to which the parties have mutually agreed, will be borne by the Company.
- 13.8 In the event there is a conflict between the provisions of this Article and the provisions of any local collective bargaining agreement, the provision of this Article will supersede any such local agreement provision.

## **ARTICLE 14. DURATION OF THIS AGREEMENT**

- 14.1 The terms and conditions of this Agreement, together with the terms and conditions applicable to the individual bargaining units contained in the Appendices hereto (collectively, "this Agreement") constitute the complete contract between the respective Companies and the Unions who are parties thereto. No additions, waivers, deletions, changes or amendments shall be made to this Agreement during the life of this Agreement except by mutual consent in writing of the parties hereto.
- 14.2 When duly executed by the Union and approved in writing by the International President of the Union, with copies so executed and delivered to the Company and the Union, this Agreement shall be binding upon the parties hereto, and each of them and their successors and assigns, from 12:00 A.M. May **8, 2016**, to May **9, 2020**, 11:59 p.m., and shall continue in force from year to year thereafter until terminated by not less than a sixty-day (60 day) written notice sent by either party hereto to the other party.
- A. Such written notice of termination should be directed to the Senior Vice President of Labor Relations, **401 Merritt 7, Norwalk, CT 06851** or to the IBEW System Council T-7 Chair, 900 Seventh Street N.W., Washington, D.C. 20001, and will be both emailed and deposited

postage prepaid and certified in the United States mail. Either party may change its notice address by written notification of such change. The effective date of any such change in notice address shall be the date the change of notice address is received.

IN WITNESS WHEREOF, the parties have hereto caused their names to be signed by their duly authorized officers and/or representatives this **5<sup>th</sup>** day of **August, 2016**.

For the Company:

For the Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2



## **MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

### **DOMESTIC PARTNER BENEFITS**

1. Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723 (collectively “the Union”), agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Regular Full-time Employees (hereinafter “Employee(s)”) may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below.
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
  - A. The employee and the domestic partner are same-sex, adult partners.
  - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
  - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
  - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
  - E. The employee and the domestic partner live together at the same permanent residence.
  - F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
  - G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
  - H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.

4. The Company and the Union agree that children of domestic partners will be eligible to participate in health and welfare benefits on the same basis as employee dependent children, provided that an eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
  - A. Medical
  - B. Dental
  - C. Health care continuation coverage
  - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
  - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
  - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
  - G. Supplemental Term Life
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant collective bargaining agreement.
7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.
8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
  - A. Event Travel Expense (one guest accommodated)
  - B. Financial Counseling
  - C. Survivor Support
  - D. Dependent Scholarships (children of domestic partner only)
  - E. Company Discounts (recipient is employee)

F. Childcare Discounts (recipient is employee)

G. Employee Assistance Program

9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.
11. This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**EDUCATION AND LIFE-LONG LEARNING**

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 7002 and 723 (collectively “the Union”), agree to continue joint efforts which allow employees additional opportunities to learn and enhance their knowledge. This includes, but is not limited to, participation in the **Frontier** Tuition Assistance Plan. Under the **Frontier** Tuition Assistance Plan the maximum annual payment for tuition and fees is \$8,000.

This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

## MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723

### FLEXIBLE SPENDING ACCOUNT PLAN

1. Frontier North Inc. (“the Company”) agrees to continue the Flexible Spending Account Plan (“FSA”).
2. Eligibility conditions are as follows:
  - A. Regular full-time (and, through December 31, 2012, regular part-time employees) will be eligible to participate in the FSA after ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
  - B. Effective January 1, 2013, regular part-time employees will be eligible to participate in the FSA after 12 months from date of hire or when the employee enrolls, whichever is later. To qualify for eligibility, the employee must work an average of 25 hours or more per week in the previous 12 calendar months. To maintain eligibility for each calendar year thereafter, the employee must work an average of 25 hours or more per week in the 12 full calendar months immediately preceding open enrollment.
3. For a summary of details refer to the Flexible Spending Account Plan Summary Plan Description (SPD).
4. The FSA will be administered solely in accordance with its provisions, and no matter concerning the FSA or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FSA Administrator, the administration of the FSA and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
5. This Memorandum of Agreement is effective on May **8, 2016**, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Spending Account Plan, 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:

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Peter Homes  
Director, Labor Relations

For the Union:

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER COMMUNICATIONS**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 and 723**

**HIGH VALUE HEALTH PLAN TAXES AND HEALTH PLAN “RE-OPENER”**

The federal government has announced plans to impose a tax on any health plans an employer offers that have a total value greater than \$10,200 for single coverage or \$27,500 for family coverage, beginning in 2020; the premium thresholds for these high value health plans may be modified from time to time by the federal government. Frontier Communications and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723, agree as follows with respect to the effect of these taxes:

1. To the extent the premiums for the NECA Health Plan will exceed the government-mandated thresholds and the NECA Health Plan will be subject to this “Cadillac Plan” tax, the Company may choose to terminate the participation agreement with the NECA/IBEW Trust (effective at the end of the calendar year prior to the calendar year in which the NECA Health Plan will be subject to the Cadillac Plan tax) and the MIFA # 2 contract will be “re-opened” for the limited purpose of negotiating a new Health Plan to replace the NECA Health Plan upon termination of coverage under the NECA Health Plan.
2. In the event the contract is re-opened for this purpose, the parties will utilize the negotiations process outlined in the 2010 Structured Bargaining Agreement, but will bypass the initial steps of the negotiations process and will instead start negotiations in the Escalation Step of the process. The parties specifically agree that, during this period when the CBA is re-opened, the “no strike, no lock-out” provisions of the 2010 Structured Bargaining Agreement will also apply. During such negotiations it is the intent of the parties to agree upon a Health Plan with a total value below the government-mandated Cadillac Plan tax thresholds for all levels of coverage, and to do so in an expeditious manner.
3. The new Health Plan negotiated in this re-opener will be effective the day after coverage under the NECA Health Plan ends.

This Memorandum of Agreement is effective on May 8, 2016, and shall 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:

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Peter Homes  
Director, Labor Relations

For the Union:

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2



**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**HOURLY SAVINGS PLAN (HSP)**

1. Frontier North Inc. ("the Company") will make the Hourly Savings Plan ("401(k) Plan" or "HSP") available during the term of this 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 HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the 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 HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.
5. The Company and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723 (collectively "the Union") agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any revision in the 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 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 or all of these plans are deemed not qualified, or because of a change in existing laws.
  
7. This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

---

Corey Lehman  
IBEW Co-Chairman, MIFA #2

## MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723

### HOURLY SAVINGS PLAN (COMPANY MATCH)

1. Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723 (collectively “the Union”), agree to continue the Company matching contribution to the Hourly Savings Plan (“401(k) Plan” or “HSP”) for eligible employees as defined in Article 8, Section 8.2, of the MIFA # 2 Agreement.
2. For employees hired on or before April 19, 2013,<sup>1</sup> who do not or cannot exercise the option described in Article 8, Section 8.1(B)(iii) of the MIFA # 2 Agreement, the Company matching contribution will be as follows:
  - **Through December 31, 2017:** 50% of the employee’s contribution up to a maximum of 6% of the employee’s pay (a maximum Company contribution of 3% per pay period).
  - **Effective January 1, 2018, through the expiration date of the 2016 MIFA #2 Agreement:** 50% of the employee’s contribution up to a maximum of 4% of the employee’s pay (a maximum Company contribution of 2% per pay period).
3. For employees hired after April 19, 2013,<sup>2</sup> and for employees who exercise the option described in Article 8, Section 8.1(B)(iii) of the MIFA # 2 Agreement, the Company will provide both a fixed annual contribution and a Company matching contribution, as follows:
  - A. Fixed Annual Company Contribution
    - i. The fixed annual Company contribution will be two percent (2%) of each eligible employee’s annual base pay, and will be payable during the first quarter of the following calendar year. Annual base pay is comprised of

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<sup>1</sup> This Paragraph 2 also includes former Frontier employees who are re-hired after April 19, 2013, with prior Vesting or Accredited Service in the applicable Plan for Employees’ Pensions for the employee’s local contract who meet all eligibility requirements to resume participation in the applicable Plan for Employees’ Pensions for the employee’s local contract.

<sup>2</sup> This Paragraph 3 does not include former Frontier employees who are re-hired after April 19, 2013, with prior Vesting or Accredited Service in the applicable Plan for Employees’ Pensions for the employee’s local contract who meet all eligibility requirements to resume participation in the applicable Plan for Employees’ Pensions for the employee’s local contract.

any pay an employee receives from the Company as base wages, not exceeding 40 hours in a calendar week, during a calendar year.

- ii. In order to be eligible for this fixed Company contribution, the employee, as of December 31 of the calendar year for which the fixed Company contribution is being made, must have had at least one (1) year of service and must have been actively on payroll in a MIFA # 2 bargaining unit position.

**B. Company Matching Contribution**

- i. The Company matching contribution will be 50% of the employee's contribution up to a maximum of 6% of the employee's pay (a maximum Company contribution of 3% per pay period).

**C. Vesting of Contributions**

- i. The Company fixed and matching contribution for employees hired after April 19, 2013, will be subject to the following five (5) year graded vesting schedule:

- After 2 years of service: 40% vested
- After 3 years of service: 60% vested
- After 4 years of service: 80% vested
- After 5 years of service: 100% vested

- ii. The Company fixed and matching contribution for employees who exercise the option described in Article 8, Section 8.1(B)(iii) of the MIFA # 2 Agreement will continue to be subject to a three (3) year "cliff" vesting schedule (100% vested after 3 years of service).

- 4. This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

## **MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

### **INCOME SECURITY PLAN (ISP)**

1. Frontier North Inc. ("the Company") and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723 (collectively "the Union"), recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (the "Agreement"). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN ("the Plan"). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

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

- A. A need to layoff and/or force realign employees in any job title
  - B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.
2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
    - A. Accredited service of one (1) year or more;
    - B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change that the

Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

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

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

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

5. The Company reserves the right to offer Enhanced ISP Termination pay benefits at its sole discretion. The Enhanced ISP Termination pay benefit will be in lieu of the regular ISP Termination Pay benefit described in Section 4 above; the Enhanced ISP Termination pay benefit would be greater than the regular ISP Termination Pay benefit, based on a formula(s) to be determined by the Company, from time to time, at its sole discretion. All other provisions of this MOA shall apply to Enhanced ISP payments.
6. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.

7. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 4 A and B above.
8. All benefits payable under the Plan are subject to legally required deductions.
9. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
10. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
11. This Agreement will be implemented prior to invoking the provisions of the following Articles of the local Collective Bargaining Agreement(s), when conditions set forth in Section 1 of this Agreement exist as determined by the Company:
 

Illinois Plant CBA:	Article 21 (Force Adjustments)
Indiana White Book CBA:	Article 19 (Force Adjustments)
Indiana Blue Book CBA:	Article 16 (Force Adjustments)
Indiana Red Book CBA:	Article 15 (Layoff and Rehiring)
Indiana Logistics CBA:	Article 19 (Force Adjustment)
Indiana Carmel CBA:	Article 19 (Reduction in Force)
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.
12. This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2



## **MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

### **NEUTRALITY AND CONSENT ELECTION**

This agreement between Frontier North Inc. (“the Company” or “Frontier”) and International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723 (collectively, “the Union” or “IBEW”), covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company, to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employment security and Frontier’s business success.

The parties also recognize that the Union’s goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding Neutrality and Consent election will be applicable to Frontier’s former Verizon “GTE Network Services Companies” (Incumbent Local Exchange Carriers and Logistics). This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Frontier’s former Verizon “GTE Network Services Companies” (Incumbent Local Exchange Carriers and Logistics) as defined by the National Labor Relations Act.

#### **1. Employee Choice**

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the parties’ mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations

concerning appropriate unit, access, conduct and voting will be performed by Frontier Human Resources and/or Labor Relations staff in conjunction with local management and designated Union representatives.

## 2. Neutrality

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- A. Management will not be anti-Union nor will the Union be anti-management.
- B. Management will not advocate that employees should not vote for a Union to represent them.
- C. The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- D. Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.
- E. The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- F. Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other. The parties' communications with employees will be in accordance with this agreement.
- G. Neither party will hire consultants who encourage an adversarial relationship.
- H. Neither managers nor Union representatives will be personally attacked.
- I. Neither the Union nor the Company will be attacked as institutions.
- J. The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

3. Rules

The procedures to be followed are listed below:

- A. The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.
- B. A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.
- C. If the Union is not successful, another election will not be scheduled for twelve months.
- D. The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.

4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a Labor Union. Management's role during this process will include:

- A. Responding to individual employee inquiries;
- B. Explaining the organizing process, including obligations and responsibilities; and

C. Correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

In the alternative, the Company and the Union agree to use a process that is called "Consent Election". This process will work as follows:

A. As part of the access discussions, the parties agree to use "Consent Election".

B. The Union shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Frontier Human Resources Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this agreement.

C. The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.

D. In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.

## 7. Access Agreement

As soon as reasonably practicable after a request by the IBEW for access, Frontier Human Resources and/or Labor Relations staff, in conjunction with local management and IBEW representatives, will meet to discuss the details related to reasonable access to the unit by the IBEW representatives. The Union will be allowed reasonable opportunities for access to Frontier facilities. It is the intent and commitment of Frontier and the IBEW that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Frontier generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as prearranged meeting with an individual employee, will not be affected.

If Frontier and the IBEW are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. Frontier and the IBEW commit that they will reach such an access agreement in each instance in an expeditious manner.

## 8. Dispute Resolution

A. Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Frontier Human Resources and/or Labor Relations Staff in conjunction with local Frontier management and appropriate IBEW representatives. It is the intent and desire of Frontier and the IBEW that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter remains unresolved, the process described below will be utilized.

B. The TPN will resolve disputes in the manner set forth in this agreement. Either Frontier or the IBEW can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.

C. If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The

TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

If, after a good attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.

- D. If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to TPN and a hearing shall be conducted consistent with the rules of the American Arbitration Association. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the NLRB and Appellate reviews of such Board decisions.
- E. Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Frontier and the IBEW believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

Frontier and the IBEW agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- F. The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
  - G. All expenses, resulting from the use of the TPN process, shall be split equally by Frontier and the IBEW.
9. Acquisitions and Ventures

The parties recognize the rapidly changing nature and structure of the communications industry. Frontier may acquire (or be acquired by) another

entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the IBEW, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this agreement.

10. Duration

This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**PENSION ACCRUAL SERVICE**

1. Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723, agree to the following Pension treatment for eligible hourly employees who leave the employ of a former GTE/Verizon (“fGTE”) company and who subsequently are employed by the former Bell Atlantic/Verizon (“fBA”) company in West Virginia (“New West Virginia Employees”).
2. New West Virginia Employees will begin participation in the Pension Plan for Mid-Atlantic Associates (“the Mid-Atlantic Plan”) in accordance with, and on the date specified by, the participation eligibility provisions of the Mid-Atlantic Plan. Service recognition under the Mid-Atlantic Plan will be based on the provisions of the Mid-Atlantic Plan.
3. While employed by the fBA company in West Virginia, New West Virginia Employees will continue to earn Vesting Service and Accredited Service for purposes of retirement eligibility under the applicable fGTE Plan for Employees’ Pensions, subject to any applicable bridging requirements. Accredited Service for pension accrual purposes under the applicable fGTE Plan for Employees’ Pensions will stop as of the date the hourly employee stops working for the fGTE company.
4. Frontier North Inc. will provide a defined pension plan benefit based upon:
  - A. The applicable fGTE Plan for Employees’ Pensions accrued benefit as of the date of termination with the fGTE company, determined using the average annual compensation earned at the fGTE company for the five consecutive highest paid years earned up to the date employment with the fGTE company ended and Accredited Service earned up to the date employment with the fGTE company ended.

PLUS

- B. The accrued benefit earned under the Mid-Atlantic Plan based upon Frontier Communications service credited under the Mid-Atlantic Plan.
5. 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**PENSION PLAN – LUMP SUM PAYMENT OPTION**

1. Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723, agree to the following provisions concerning the Plan for Hourly Employees' Pensions (hereinafter referred to as "the Plan").
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The availability of a lump sum payment option remains conditional upon a continued favorable determination from the Internal Revenue Service that the Plan is and continues to be qualified under Section 401(a) of the Internal Revenue Code.
4. This Memorandum of Agreement is effective on May **8, 2016**, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

## **MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

### **PENSION PLAN SURVIVOR BENEFITS**

1. Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723, agree to the following provisions concerning the Plan for Hourly Employees' Pensions.
2. The Pension Plans for eligible employees in the Illinois and Indiana local contracts will include a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.
3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
5. Subject to the provisions of the applicable Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.
6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.

7. An employee, at the time of commencing a pension benefit, may designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the applicable Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the applicable Plan.
8. This Memorandum of Agreement is effective on May **8, 2016**, and shall expire on May **9, 2020**. The parties specifically agree that all 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**PERSONAL LINES OF INSURANCE**

1. Frontier North Inc. ("the Company") agrees to continue, without endorsement, the opportunity for regular full-time hourly employees (and, through December 31, 2012, regular part-time hourly employees) of the Company who are covered by one of the applicable local Collective Bargaining Agreements to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the applicable local Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
4. This Memorandum of Agreement is effective on May **8, 2016**, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

---

Corey Lehman  
IBEW Co-Chairman, MIFA # 2

## MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723

### SUPPLEMENTAL LONG TERM DISABILITY COVERAGE

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the Company-paid short-term and long-term disability benefits currently provided by Frontier North Inc. ("the Company"), the Company and International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723 (collectively, "the Union"), agree to make Supplemental Long-Term Disability coverage (hereinafter referred to as "Supplemental LTD") available to Regular Full-Time employees effective June 1, 2013, subject to the following provisions:

1. Regular full-time employees **with one (1) or more years of service** are eligible for Supplemental LTD coverage, subject to the requirements of the Long-Term Disability Plan ("LTD Plan").
  2. The cost of Supplemental LTD coverage will be paid by the employee. Contributions for coverage may change from time to time.
  3. At least one (1) Supplemental LTD coverage level will be available for purchase by the employee. For 2013, two (2) Supplemental LTD coverage levels will be available for purchase by the employee, as follows:
    - Up to 60% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month
- OR
- Up to 66 2/3% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month
4. For employees who elect to purchase Supplemental LTD coverage, the LTD Plan will pay monthly benefits for approved LTD absences in accordance with the Supplemental LTD coverage level purchased by the employee. Monthly benefits will be coordinated and reduced, in accordance with the LTD Plan, by any amount received by Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances), and any other plan which provides income benefits

5. The amount and availability of benefits under the LTD Plan are governed by the provisions of the LTD Plan and the insurance contract. Any benefits received will be determined under the terms of the LTD Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the applicable local **Appendix to the MIFA # 2** Collective Bargaining Agreement.

This Memorandum of Agreement is effective on May **8, 2016**, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-Term Disability Plan, 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 Union:

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Peter Homes  
Director, Labor Relations

---

Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**SUPPLEMENTAL TERM LIFE INSURANCE**

1. Frontier North Inc. (“the Company”) agrees to make available, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.
2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
3. Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the applicable local Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
4. This Memorandum of Agreement is effective on **May 8, 2016**, and shall expire on **May 9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Supplemental Term Life Insurance, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2



## **MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

### **VACATION DONATION**

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, 702, and 723 (individually "the local Union" and collectively "the Union") agree to permit employees to donate their vacation time to their coworkers subject to the following guidelines:

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

This Agreement is effective May **8, 2016**, and shall remain in effect up to and including May **9, 2020**, unless cancelled in accordance with Section 8, above. 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

## MEMORANDUM OF AGREEMENT

between

**FRONTIER NORTH INC.**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

### **VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)**

Frontier North Inc. (hereinafter referred to as “the Company”), and the International Brotherhood of Electrical Workers, Local Unions 21, 51, 702 and 723, (hereinafter collectively 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 hired into one of the Illinois or Indiana local **Appendices to MIFA # 2** on or before April 19, 2013, who retire between July 1, 2010 and May **9, 2020**, with a service or disability pension under the applicable 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.

1. 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).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.
3. Effective July 1, 2010, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule:

- A. For eligible employees who retire(d) between July 1, 2010, and May **9, 2020**:

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

5. 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 July 1, 2010.
- B. When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below, the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

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

- C. The Maximum Company Contribution Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.
6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 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.
7. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 5 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 \$1000 deductible coverage option, the Retiree Contribution amount will decrease by the amount the \$1000 deductible coverage option is less than the \$400 deductible coverage option (not to exceed zero). When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 5, the Company Contribution Amount for all coverage options, including the \$200 deductible coverage option and the \$1000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.

8. 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 Articles of Agreement. 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 affect 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.
9. 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 selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the applicable local **Appendix to the MIFA # 2** Collective Bargaining Agreement.
10. This Memorandum of Agreement is effective on May **8, 2016**, and shall expire on May **9, 2020**. 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 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:

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Peter Homes  
Director, Labor Relations

For the Union:

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNIONS 21, 51, 702 & 723**

**VOLUNTARY LAYOFF LEAVE OF ABSENCE (VLLOA)**

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, 702, and 723 (individually "the local Union" and collectively "the Union") agree to the provisions concerning a Voluntary Layoff Leave of Absence (VLLOA) set forth in this Memorandum of Agreement.

1. The purpose of a Voluntary Layoff Leave of Absence is to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. Voluntary Layoff Leave(s) of Absence could be offered by the Company before or in lieu of invoking the layoff provisions as provided for in the applicable local Collective Bargaining Agreement.
2. The total period of a Voluntary Layoff Leave of Absence will not exceed four (4) months. Voluntary Layoff Leaves of Absence will be offered by seeking volunteers from the affected classification, status, and/or reporting location. This will be done at least 30 days prior to the effective date unless this period is shortened by mutual agreement of the Company and Union. The decision to offer Voluntary Layoff Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Layoff Leaves of Absence authorized, and the location(s), the status(es) and the classification(s) affected will be at the sole discretion of Management.
3. If the number of volunteers is not sufficient to eliminate the surplus, Management will then layoff the remaining surplus employees in accordance with the layoff provisions of the applicable local Collective Bargaining Agreement. If more employees volunteer than needed Management will, unless the needs of the business would be adversely affected, allow the most senior of the volunteers to take the Voluntary Layoff Leave of Absence.
4. While on a Voluntary Layoff Leave of Absence, eligible employees shall continue to receive Company paid life insurance, medical/dental insurance and telephone concession benefits to the extent provided to active employees, provided the employee continues to pay applicable employee contributions, if any.
5. Employees granted a Voluntary Layoff Leave of Absence will be required to take all unused or remaining vacation and personal days/floating holidays prior to the end of the calendar year in which the leave is to begin. In addition, employees will be required to use all vacation time scheduled during the month(s) of the calendar year in which the Voluntary Layoff Leave of Absence ends.

6. All Voluntary Layoff Leave of Absences are without pay and are subject to approval by Management. Application of unemployment compensation will not be contested by the Company.
7. This Memorandum of Agreement shall in no way limit Management from using other Company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Layoff Leave of Absence.
8. Upon return to work, employees granted a Voluntary Layoff Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Layoff Leave of Absence.
9. At the end of the approved Voluntary Layoff Leave of Absence, employees will be guaranteed reinstatement to a job within their previous classification and reporting location.
10. Employees are required to return to work on the agreed upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's sickness disability benefits, the employee may apply for sickness disability benefits for the remainder of the time that would normally be covered by sickness disability benefits.
11. Reinstatement is subject to any contractual provisions of the applicable local Collective Bargaining Agreement which covers adjustments to the work force that may have occurred during the Voluntary Layoff Leave of Absence of affected employees.
12. As a condition of Voluntary Layoff Leave of Absence and to the extent allowable by law, employees are required to comply with any applicable provisions regarding union dues deductions in their respective local collective bargaining agreement.

This Memorandum of Agreement is effective on May **8, 2016**, 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 Union:

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Peter Homes  
Director, Labor Relations

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Bill Henne  
IBEW Co-Chairman, MIFA # 2

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Corey Lehman  
IBEW Co-Chairman, MIFA #2