

MIFA # 2 Appendix

Agreement between



Frontier North Inc.

and

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



Indiana White Book Agreement

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

Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Agreement.....	67
2	Duration of Agreements	67
3	Union Recognition	67
4	Distribution of Agreements	70
5	Management Responsibility	70
6	Strikes or Work Stoppages.....	70
7	Union Membership and Dues Deduction.....	71
8	Bulletin Boards	73
9	Definitions.....	74
10	Productive Work by Management	77
11	Grievance Procedure	78
12	Arbitration.....	81
13	Contracting Work.....	81
14	Discipline or Discharge for Cause	82
15	Seniority	82
16	Selection of Work Schedules.....	83
17	Force Adjustments	86
18	Recall After Layoffs	87
19	Promotions and Reclassifications.....	88
20	Transfers	89
21	Overtime.....	90
22	Tools	90
23	Expense Allowance	91
24	Bridging of Service	93
25	Leaves of Absence.....	94
26	Temporary Employees	95
27	Inclement Weather	97
28	Basis of Compensation	97
29	Holidays and Holiday Premiums.....	100
30	Vacations.....	103
31	Short Term Disability	105
32	Accident Disability	108
33	Absence – Miscellaneous.....	109
34	Relief Periods.....	110
35	Wage Administration	111
36	Miscellaneous.....	112

Table of Contents (continued)

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Exhibit 1	Section 1: Wage Schedules	113
	Section 2: Application of Wage Guides	119
	Section 3: Premium Payments	119
	Section 4: In-Charge and Residential Escalations Differential	120
	Section 5: Evening Parking Accommodations	120
	Section 6: Political Action Committee Deductions	120
	Section 7: Business Sales & Service Consultant.....	121
	Section 8: Credit and Collection Associate.....	123
	Section 9: Dispatch Associate	124
	Section 10: Residential Sales & Service Consultant	124
	Section 11: Switch Provisioning Specialist	127
	Section 12: Job Classification Combinations & Redesignations....	127
MOA	Alltel Pension Conversion.....	129
MOA	Business Sales & Service Consultant – Group A Incentive Compensation Plan.....	131
MOA	Classification Titles.....	132
MOA	CDL Licensing/DOT Physicals and Drug Tests	133
MOA	Compensated Availability	134
MOA	Creation or Elimination of Reporting Location(s)	136
MOA	Customer Engineer – Data Applications.....	137
MOA	Dispatch Center Reporting Locations	139
MOA	Drug and Alcohol Policy	142
MOA	Floating Holidays.....	144
MOA	Grievance Mediation	146
MOA	Home Dispatch.....	147
MOA	Lateral Board – Network Technician	149
MOA	Layoff	150
MOA	Lodging	151
MOA	Make-Up Time.....	152
MOA	Modified Work Schedule	153
MOA	Preferential Scheduling Plan	155
MOA	Reclassification of Network BZT I’s in 2006 Negotiations	156
MOA	Residential Sales & Service Consultant – Group A Incentive Compensation Plan.....	157
MOA	Retail Sales Incentive Compensation Plan.....	158

Table of Contents (continued)

<u>Article</u>	<u>Subject</u>	<u>Page</u>
MOA	Sales and Service Technician I.....	159
MOA	Sales and Service Technician II – Fiber.....	160
MOA	Ten Hour/Four Day Workweek.....	162
MOA	Termination Pay.....	164
MOA	Utility Worker.....	166
MOA	Vacation and Floating Holiday Annual Bid Guidelines	167
MOA	Vehicle Maintenance Technician	169
MOA	Residential Call Center Reporting Locations	170
MOA	Network Provisioning Technician Support	173

ARTICLE 1. AGREEMENT

- 1.1 This document consists of two Agreements (hereinafter at times referred to collectively as “Appendix 2 to MIFA # 2” or “this Appendix to MIFA # 2”) as identified in Sections 1.2 and 1.3 below. Except as otherwise specified to the contrary herein, both Agreements contain the same terms and conditions. These Agreements involve the same employer, and local unions of the same International union. Any reference to one or more of the departments of the Company shall be a reference to the bargaining unit in which that department is contained, and such section shall apply only to that department as specified therein. The separate identity of the two respective bargaining units covered by the two Agreements shall be retained, provided that the continuing separate identity of the bargaining units shall not be so interrupted as to have the effect of restricting the transfer of qualified employees between units.
- 1.2 Frontier North Inc., successor to General Telephone Company of Indiana, Inc., hereinafter referred to as the "Company", and Local Union No. 723 of the International Brotherhood of Electrical Workers, AFL-CIO (the "Local" or, in context, the "Union") enter into the Agreement herein contained, covering only those employees within the bargaining unit represented by the said Local as described in Paragraph 3.1, below, effective as of May **8, 2016**.
- 1.3 Frontier North Inc., successor to General Telephone Company of Indiana, Inc., hereinafter referred to as the "Company", and Local Union No. 723 of the International Brotherhood of Electrical Workers, AFL-CIO ("the Local" or, in context, the "Union") enter into the Agreement herein contained, covering only those employees in the bargaining unit represented by Local 723, as described in Sections 3.3 and 3.4 below, effective as of May **8, 2016**.
- 1.4 Sections and Paragraphs of this document which do not refer to a particular department so as to limit their application to one or the other or a portion of the two bargaining units covered by these Agreements shall apply to both Agreements identified in the two preceding sections.

ARTICLE 2. DURATION OF AGREEMENTS

- 2.1 See MIFA # 2 Article 14: *Duration of This Agreement*.

ARTICLE 3. UNION RECOGNITION

- 3.1 As to Frontier North Inc. and the International Brotherhood of Electrical Workers Local Union No. 723 bargaining unit, the Company recognizes the Union as the sole bargaining agent of the regular and temporary employees

of its Construction, Service, Supply, Traffic, Accounting, and Information Management Departments, except for (a) supervisors as defined in Section 2 (11) of the Labor Management Relations Act of 1947; (b) administrative employee; and (c) State Headquarter employees; for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment.

3.1.1 It is understood that this Agreement covers only:

3.1.1.1 Its Craft (Construction, Service, Supply), Clerical (Service and Supply), Business Office (Service), and Directory Assistance (Traffic) employees at the exchanges of Albion, Churubusco, Clay City, Cory, Fort Wayne, Garrett, Harlan, Hoagland, Huntertown, Kimmel, Leo, Lewis, Monroeville, New Haven, Poe, Prairie Creek, Riley, Roanoke, Terre Haute, Wawaka, Woodburn; and Craft (Construction, Service, Supply), and Clerical (Service and Supply) employees at Cambridge City, Centerville, Dunkirk, Economy, Farmland, Fountain City, Greensfork, Hagerstown, Losantville, Lynn, Modoc, Parker, Redkey, Ridgeville, Saratoga, Williamsburg, and Winchester.

3.1.1.2 Its Craft (Construction, Service, Supply), Clerical (Service and Supply), Business Office (Service), and Traffic employees in the Sullivan, Paxton, and Graysville exchanges as certified in the National Labor Relations Board Election, Case No. 25-RC-2221.

3.1.1.3 Its Craft (Construction, Service, Supply), Clerical (Service and Supply), and Business Office (Service) employees at Brazil.

3.1.1.4 Its Toll and Directory Assistance (Traffic) employees at Elkhart and LaPorte, as certified in the National Labor Relations Board Election, Case No. 13-RC-3196.

3.1.1.5 All Switchmen (Network Technicians) and Sales and Service Technicians II employed by the employer at its Ossian, Zanesville, Uniondale, Markle, and Reservoir exchanges in Indiana, as certified in the National Labor Relations Board Election, Case No. 25-RC-9443.

3.1.1.6 All full time and regular part-time Real Estate Technicians employed by the Employer at its Fort Wayne, Indiana facility; BUT EXCLUDING all office clerical employees, professional employees, customer service representative/rental managers,

shop supervisors, service supervisors, assistant profit center managers/store managers, janitorial employees, sales employees, dispatchers, parts workers, counter help, and guards and supervisors as defined in the Act, as certified in the National Labor Relations Board Election, Case No. 2-RC-065563

- 3.2 The term “employee(s)” as used in these Agreements means regular or temporary employee(s) of the Company at the exchanges named in Paragraph 3.1.1, who are eligible for union membership and whose authorized job titles are listed in Exhibit 1 of these Agreements.
- 3.3 The Company recognizes Local 723 as the sole bargaining agent of the regular and temporary employees of its Accounting Department and Information Systems Department as specified below for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment.
- 3.4 It is understood that this Agreement covers only the Accounting Clerks, Data Clerks, Accounting Control Clerks, Data Entry Operators, Data Stock Clerks, Accounting Analysis Clerks, Senior Accounting Clerks, Senior Data Clerks, Mail Machine Operators, Information Control Clerks, and Table Analysis Clerks whose defined headquarters are at Fort Wayne, Indiana, as certified in the NLRB election, Case No. 25-RC-3630; BUT EXCLUDING the special studies employees, budget department employees, plant results section of cost accounting employees, all other General Office clerical employees, confidential employees, professional employees, guards and supervisors as defined in the Act, and all other employees.
- 3.5 The Union and the Company agree to keep each other currently advised of the names of their respective officers and representatives who are authorized to represent the parties.
- 3.6 These Agreements shall be binding upon the successors and assigns of the Company and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, reorganization, or assignment of the Company or by any change in the legal status, ownership, or management thereof.
- 3.7 The Company and the Union will strive at all times to promote harmony and efficiency to the end that the Public, the Company, and the Union may be benefited.
- 3.8 The Company will advise all new employees that there are collective bargaining Agreements between the Union and the Company and will furnish each such employee with a copy.

- 3.9 Neither the Company nor the Union shall in any manner discriminate against, interfere with, restrain, or coerce employees because of sex, race, creed, color, age, religion, national origin, qualified handicap, being Vietnam era veterans or disabled veterans, Union membership or non-membership or because of participation or non-participation in activities on behalf of the Union.

ARTICLE 4. DISTRIBUTION OF AGREEMENTS

- 4.1 The Company agrees to have sufficient copies of these Agreements printed to provide a copy for each present and future employee in the bargaining unit and to distribute a copy to each such employee. Additional copies will be printed for the Union.
- 4.2 The Company and the Union will jointly bear the cost of having the Agreements printed.

ARTICLE 5. MANAGEMENT RESPONSIBILITY

- 5.1 Except as specifically limited by these Agreements, the Union recognizes that the Company has the sole right, authority, and responsibility to direct the business including, but not limited to, directing the work force consistent with safe working practices; determining size of work force; determining qualifications for jobs; creating, eliminating, and combining jobs; hiring; training; promoting; disciplining or terminating employees, recognizing that all employees are to be treated with equal fairness and justice; determining products and services offered to customers and establishing reasonable work rules, working hours, regulations, and standards. Matters pertaining to the management of the business or direction of the work force not contained in these Agreements are to be handled in the manner determined solely by the Company.

ARTICLE 6. STRIKES OR WORK STOPPAGES

- 6.1 The Company and the Union are in agreement that the only way to maintain job stability and improve the welfare of the employees is to preserve the goodwill and prosperity of the business and that this is accomplished in large part through prompt, courteous, interested, loyal and complete service to the Public on the part of the employees and the Company. Therefore, it is to the mutual interest of the Company and the Union that the business of the Company shall continue without interruption or inconvenience to the Public.
- 6.2 The Union agrees that its representatives and its members are bound not

to engage in any strike, sympathetic strike, refusal to work, slowdown, or work stoppage against the Company for the term of these Agreements.

- 6.3 The Company agrees not to lock out any employee nor discipline any employee for his/her refusal to cross a legal picket line providing the employee has made every reasonable effort to report to his/her work assignment.

ARTICLE 7. UNION MEMBERSHIP AND DUES DEDUCTION

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

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

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

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

- 7.3 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership of the Union.

- 7.4 The Company shall incur no liability in connection with the administration of this Article.

- 7.5 Employees who are not members of the Union may voluntarily elect to pay amounts equal to union dues (hereinafter "dues equivalent amounts"), except during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.

- 7.6 The Company shall make collection of union dues or dues equivalent

amounts through payroll deduction upon an authorization in writing, signed by the employee, and shall pay monthly to the designated representative of the Union the total amount thus deducted. Authorizations by employees for such deduction shall be on a form to be supplied by the Union. All deductions shall be made monthly from the wages paid to employees.

7.6.1 Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee; and, upon receipt thereof, the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically cancelled if the employee leaves the employ of the Company or is transferred, or promoted, out of the bargaining unit.

7.6.2 Deductions of dues or dues equivalent amounts shall be suspended during the period of an employee's leave of absence. No dues or dues equivalent amounts shall be deducted when sufficient pay is not available. The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the following month. Under no circumstances, however, will deductions be made for more than one month's dues or dues equivalent amounts in arrears.

7.6.3 Each month the Company will furnish the authorized representatives of the Union with a list of all employees for whom payroll deduction has been made, showing the amount of each such deduction, a list of names of employees canceling their dues or dues equivalent amounts, and a list of names of those who had insufficient pay and for whom no dues or dues equivalent amounts were deducted. The list will also show name changes, new employees hired, and employees who have left the service of the Company.

7.6.3.1 The cost to the Company of furnishing such information shall be paid by the Union.

7.6.4 It is understood that the Company will not be liable or assume any responsibility except to deduct and forward such deductions to the Financial Secretary of the Union. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of dues/fees collection from employees and subsequent transfer to the Union.

7.7 If an employee who is obligated to pay union dues or who has voluntarily elected to pay dues equivalent amounts fails to comply with the preceding provisions, the Union shall advise that employee, by certified letter with a copy to the appropriate Human Relations Manager, that, if the employee does not pay or arrange to pay the arrears within 30 calendar days after receiving the letter, the Union will request the Company to terminate that

employee. If the employee has not complied by the end of the aforesaid 30 days, the Union will notify the appropriate Human Relations Manager who shall give the employee a further 15 calendar days' notice. If at the end of the aforesaid 15 days the employee has still not complied, the Union shall advise the appropriate Human Relations Manager in writing and that employee shall be terminated.

ARTICLE 8. BULLETIN BOARDS

- 8.1 Union bulletin boards of a size and type mutually agreed to by the Company and Union, and in locations approved by the Company, may be installed and maintained by the Union. The use of these bulletin boards shall be confined to factual notices and announcements of Union activities such as:
 - 8.1.1 Meetings;
 - 8.1.2 Results of nominations and elections;
 - 8.1.3 Appointments to offices and committees;
 - 8.1.4 Social affairs of the Union;
 - 8.1.5 Agreements concluded by the Union and the Company;
 - 8.1.6 Only names and titles of political offices sought of political candidates enforced by the IBEW Local Union Political Action Committee; and
 - 8.1.7 Other official Union business.
- 8.2 Material posted shall not contain anything political or controversial, anything derogatory to the Company or any of its employees, or anything derogatory to any labor organization. The Union assumes complete responsibility for compliance with the provisions of this Section.
- 8.3 Should any material other than the type described above be posted, the Union agrees that such material will be removed upon request by the Company to an official or steward of the Union.
- 8.4 No material shall be placed on Union bulletin boards except by designated Union representatives.

ARTICLE 9. DEFINITIONS

- 9.1 Accredited Service: The term accredited service shall mean the aggregate of the years, months **and days** of active employment in the service of **a) the Company; b) the Company's predecessors (provided the employee was under one of the local Indiana Appendices to the MIFA # 2 Agreement on July 1, 2010); and/or c) associated companies that are recognized by the Company** for service purposes. Accredited service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in accordance with the published statements of Company policy.
- 9.1.1 Accredited service for part-time employees will be based on the accumulation of hours worked. For this purpose, forty hours shall be considered to constitute one week except that not more than forty hours shall be counted for any one week.
- 9.2 Basic Wages, Pay: The rates of pay exclusive of all differentials, premiums, or other extra payments.
- 9.3 Calendar Week: A consecutive period of seven days, the first day of which is Sunday.
- 9.4 Differential Pay: An additional payment given for certain responsibilities of positions assigned by management.
- 9.5 Employee, Full-Time: Regular and temporary employees who are normally scheduled to work at least forty (40) hours each week.
- 9.6 Employee, Part-Time: Regular and temporary employees who are normally scheduled to work less than forty (40) hours each week or employees who can't work full time.
- 9.7 Employee, Term: An employee whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, accumulates net credited service, and is entitled to all benefits provided to regular full-time employees with the exception of Promotions and Reclassifications, Article 19; Income Security Plan (ISP); and, Force Adjustments, Article 17. Term employees may work full-time or part-time. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.
- 9.8 Employee, Regular: One whose employment is reasonably expected to continue for more than one year.
- 9.9 Employee, Temporary: One whose employment is ordinarily expected to

last for a continuous period of not more than one (1) year.

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

Temporary employees may work full or part-time.

- 9.10 Employee, Probationary: A newly hired employee who has not accumulated seven (7) calendar months (as measured from date of month to date of month) of service. This probationary period will be extended to compensate for the length of any absence in excess of five (5) consecutive work days which occurs during the probationary period.
- 9.11 Furlough: Absence without pay for thirty calendar days or less.
- 9.12 Headquarters: A town designated by the Company as being the place of employment for a particular employee(s) and on which location the employee's basic wage rate is established.
 - 9.12.1 Fort Wayne which shall include Albion, Churubusco, Hoagland, Huntertown, Kimmel, Leo, Monroeville, New Haven, Poe, Roanoke, Wawaka, Woodburn, Harlan, Garrett, Ossian, Zanesville, Uniondale, Markle, and Reservoir.
 - 9.12.2 Terre Haute which shall include Brazil, Clay City, Cory, Lewis, Graysville, Paxton, Prairie Creek, Riley, and Sullivan.
 - 9.12.3 Winchester which shall include Cambridge City, Centerville, Dunkirk, Economy, Farmland, Fountain City, Greensfork, Hagerstown, Losantville, Lynn, Modoc, Parker, Redkey, Ridgeville, Saratoga, and Williamsburg.
 - 9.12.4 Elkhart.
 - 9.12.5 LaPorte.
 - 9.12.6 All employees in the following job classifications must live within their assigned Headquarters: Building Services Technician,

Construction Technician, Customer Engineer – Data Applications, Network Technician, Sales and Service Technician I, Sales and Service Technician II, Sales and Service Technician II (Fiber), Senior Construction Technician and Utility Worker, **and Real Estate Technician.**

9.12.6.1 This residency requirement does not apply to employees in these job classifications who lived outside of their assigned Headquarters as of April 19, 2013, so long as such an employee maintains his/her current residence as of April 19, 2013, or moves closer to his/her assigned Headquarters.

9.12.6.2 In situations where the reporting location of an employee in one of these job classifications changes to a new Headquarters and the employee's residence is not within their new assigned Headquarters:

- a) The employee will have six (6) months from the effective date of the transfer to establish a permanent residence in compliance with the residency requirement.
- b) During these six (6) months, the employee must establish and maintain a temporary residence within their new assigned Headquarters.
- c) Proof of meeting the residency requirement must be supplied.
- d) For purposes of establishing a permanent residence within six (6) months, reasonable consideration will be given to good faith timing constraints associated with a lease termination or commencement date, an occupancy date, a mortgage approval, and/or a real estate sale closing date.

9.12.6.3 In the event an employee in one of these job classifications changes residence, the employee must notify his or her supervisor of his or her new address.

9.13 Holiday Pay: The pay an employee receives for an authorized holiday or its observed equivalent, whether or not the employee is required to work.

9.14 Holiday Premium Pay: The amount in addition to an employee's basic rate which an employee is paid for working on an authorized holiday or its observed equivalent. Holiday premium pay is paid in addition to Holiday Pay.

- 9.15 Holiday Work: Any work or tour which begins on an authorized holiday or its observed equivalent.
- 9.16 Layoff: Reduction in the work force which protects, for up to two years, the laid off individual's length of seniority and accredited service held at the time of the layoff.
- 9.17 Premium Pay: The amount in addition to basic rates which an employee is paid for working less desirable hours (e.g., night or evening).
- 9.18 Regular Pay: Basic pay plus any differential pay.
- 9.19 Reporting Location: Designated as a building or place therein, as determined by the Company, where employees begin and end their assigned tours of duty.
- 9.20 Scheduled Day Off: Means the day or days that are designated as "off" on the officially posted schedules.
- 9.21 Scheduled Hours: Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the weekly work schedule for a particular employee to work.
- 9.22 Seniority: See Article 15.
- 9.23 Service Emergencies: That period of time or condition when service or business essential to the Public or functioning of the company's responsibilities is or would be impaired unless temporary measures are applied in an expedient manner.
- 9.24 Service Requirements: Means the requirements as determined by the Company that are necessary to provide adequate and satisfactory telecommunications service or business directly or indirectly related to the Company's responsibilities.
- 9.25 Sunday Work: Any work or tour which begins on Sunday.
- 9.26 Workday: The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.
- 9.27 Work Group: A group of employees in the same job classification who report to the same supervisor(s).

ARTICLE 10. PRODUCTIVE WORK BY MANAGEMENT

- 10.1 The Company agrees that it will not, as a matter of policy, use supervisory employees who are excluded from the bargaining unit on work performed by members of the bargaining unit. The Union agrees, however, that

management employees shall have the right to do productive work as follows:

- 10.1.1 To meet service emergencies.
- 10.1.2 Work incidental to the training of employees. Such training includes the training of employees not covered under this Agreement to do work covered by the Agreement for a period of not more than three months for any one individual. They will not be used to replace regular employees or, in any way, to cause part-time and/or layoffs of employees covered under this Agreement.
- 10.1.3 Work incidental to the enforcement of safety practices.
- 10.1.4 Operator switchboard work as may be required to meet service requirements.
- 10.1.5 When an appropriate employee is not available or cannot be reached for any assignment, productive work may be done by management personnel.
- 10.1.6 In the Accounting and Information Management areas, complete projects requiring specialized knowledge or judgment and special projects as requested by management that are one-time in nature, and not specifically established in design, thereby, requiring excessive training and time to complete by hourly personnel. The time required for such projects will normally not exceed one week.
- 10.1.7 In the Accounting and Information Management areas, new work of a repetitive nature until a procedure is developed to permit preparation by an employee within the unit.

ARTICLE 11. GRIEVANCE PROCEDURE

- 11.1 A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of these Agreements. All grievances shall be submitted in writing and contain a clear, concise statement of the alleged violation, refer to the Contract provision allegedly violated, and identify and be signed by the aggrieved employee or employees.
- 11.2 Informal Verbal Issue Resolution Step

The immediate supervisor shall explore and discuss the employee's stated problem with the union steward and shall render a verbal decision within three (3) work days. The supervisor and steward should determine a meeting date within two (2) business days of the initial contact by the steward or the steward will automatically initiate the formal grievance.

- 11.2.1 It is the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal written grievance. Accordingly, an informal Issue Resolution Meeting will be requested with the immediate supervisor within thirty (30) calendar days after the event giving rise to the grievance (15 days for disciplinary actions including termination). Any resolution reached shall be final and shall not be considered precedent setting.
- 11.2.2 The employee and the Union steward may appeal to the first (1st) formal step of this procedure, provided notice is given to management within five (5) work days after such verbal decision.
- 11.3 Formal grievances shall be submitted by an authorized Union representative to the second (2nd) level of management and a meeting will be held within seven (7) calendar days. The Company shall give a written answer within seven (7) calendar days of this meeting.
 - 11.3.1 Meeting(s) may be waived by mutual consent of both parties.
- 11.4 If the grievance is not satisfactorily adjusted under the provisions of Section 11.3, the Union, through its Business Manager, may appeal the decision to the Human Resources Manager or a designated representative within ten (10) calendar days of the date of the Company's first written answer. Upon presentation of the grievance to this level, the Company shall arrange a meeting within fourteen (14) calendar days with the Union for the discussion of the grievance. The Company will, within fourteen (14) calendar days of this meeting, forward to the Union its written answer based upon the meeting and discussion therein.
- 11.5 Nothing in this Article shall prevent an employee or group of employees from presenting grievances directly to the Company. If, however, any grievance presented by an employee or group of employees involves a question of interpretation or application of these Agreements, which upon determination may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Company shall immediately notify the Business Manager of the Union, and he/she shall be entitled to be present and participate in the discussions and disposition of such grievance.
- 11.6 Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss the grievance with the aggrieved employee or employees except in the presence of an authorized representative of the Union.
- 11.7 The time period specified in this Article may be extended or modified by mutual consent.

- 11.8 No grievance shall be eligible for handling hereunder unless proceedings to that end shall be begun within thirty (30) days after the event out of which such grievance shall have arisen, with the exception of disciplinary action including termination.

Grievances involving disciplinary action including termination shall not be eligible for handling hereunder unless proceedings to that end shall be begun within fifteen (15) days after the event out of which such grievance shall have arisen.

- 11.8.1 In the case of a grievance involving an error in an employee's pay which resulted from incorrect application of the wage schedule or basis of compensation Articles of these Agreements, and which neither the Union nor the employee became aware of until a date within thirty days of the filing of the grievance, any wage adjustment to be made shall be governed by the following:

11.8.1.1 If the error involved an error in the employee's hourly rate which continued in effect until a date within thirty days of the filing of the written grievance, adjustment shall be made for the entire continuous period during which the incorrect rate was in effect.

11.8.1.2 In any case other than described in Paragraph 11.8.1.1 above, no adjustment in wages shall be made.

- 11.9 For the purpose of counting days or time periods within the grievance article and the following article concerning arbitration, the first day counted shall be the first calendar day following the day upon which the event occurred which is the basis of taking such action.

- 11.10 Should it be necessary for an employee to be temporarily relieved of duties in connection with grievance processing, the immediate supervisor shall be notified as to the nature of business to be transacted and the approximate time necessary. Since certain schedule problems may exist, as much advance notice as possible should be given. Said employee shall suffer no loss of pay.

An employee may be excused for other union business at the request of the Union Business Manager or the Union Business Representative, should the needs of the Company permit. Such requests will normally be made to the Company seven (7) calendar days prior to the day(s) for which the employee would be excused. Such time off would not be paid for by the Company.

ARTICLE 12. ARBITRATION

- 12.1 Only grievances which resulted from an alleged violation of the provisions of these Agreements which the parties are unable to settle by the use of the grievance procedure herein contained may be submitted to arbitration. Request for arbitration to the American Arbitration Association (with a copy to the Company) must be made in writing within thirty days after the date of the Company's final answer on the grievance.
- 12.2 Selection of the arbitrator and conduct of the arbitration shall be conducted under the existing rules of the American Arbitration Association unless mutually waived by the parties.
- 12.3 All proceedings under this Article shall be started and carried to conclusion as expeditiously as possible.
- 12.4 Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding mutually agreed to in advance shall be borne equally by the Company and the Union.
- 12.5 The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.
- 12.6 The arbitrator shall not have authority to add to, subtract from, or modify any provision of these Agreements, nor to rule on any question except the ones submitted for arbitration.

ARTICLE 13. CONTRACTING WORK

- 13.1 Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as in the discretion of the Company may become necessary for the proper construction, installation, maintaining and support of communication facilities owned, served and/or operated by the Company for the rendition of proper and adequate communication service to the Public. The Company shall not, however, enter into any contractual arrangement for the construction, installation, and current maintaining and support of communications facilities as may result in the layoff and/or part-timing of its employees customarily performing work of the same nature as that to be provided under the contractual arrangement.
 - 13.1.1 If an employee is on layoff status, the Company will not contract out that employee's normal work functions in their headquarters, e.g., if a Sales and Service Technician II is on layoff in Fort Wayne, the Company could not contract out work functions normally performed by Sales and Service Technician II's in the Fort Wayne headquarters.

- 13.2 It is understood that nothing in this Article shall be construed to obligate the Company to have any employee work more than the normal workweek because of the use of contract labor in any exchange or area.

ARTICLE 14. DISCIPLINE OR DISCHARGE FOR CAUSE

- 14.1 It is mutually agreed by the parties hereto that nothing in this Agreement shall restrict the right of the company to discipline or discharge an employee where such employee's efficiency, conduct, attendance, application or discharge of assigned duties are below the required standard; provided, however, that cases involving discipline or discharge from the Company may, at the request of the Union, be subject to review under the procedure set forth for the handling of such differences as provided under the Grievance Procedure and Arbitration Articles of this Agreement, except that cases involving probationary employees may not be submitted to arbitration.
- 14.2 The Company shall not initiate any disciplinary action against any employee for whom the Union is the bargaining agent after the expiration of (a) thirty days after the act was committed, or (b) ten (10) working days after the date on which the Company completes its investigation of the act, whichever is later. The Company will seek to initiate and conclude the disciplinary investigative process as expeditiously as possible under the given circumstances. Upon request from the Union with regard to a specific disciplinary investigation, the Company will provide an update of the status of the investigation.
- 14.3 The Company shall give the Business Manager of the Union written notification of the name of each discharged employee within five working days after discharge.

ARTICLE 15. SENIORITY

- 15.1 Employees shall have Bargaining Unit seniority based on the most recent date of employment by Frontier North Inc. or its predecessors, less deductions for leaves of absence.
- 15.1.1 Bargaining unit seniority reconciliation for employees with the same employment date shall be determined by the birth date of the employees, the oldest being the more senior.
- 15.1.2 Where bargaining units within IBEW Local 723 have mutual reciprocity, Bargaining Unit seniority will be portable.
- 15.1.3 Effective January 21, 2001, employees of Frontier North Inc. within the bargaining unit, will be grandfathered with their existing seniority date as their bargaining unit seniority.

15.1.4 Except as provided in Section 15.1.4.1, employees who leave the bargaining unit and return, and have no break in their employment with a Frontier Company of Indiana, will have the seniority held at the time they left the bargaining unit, immediately added when they return to the bargaining unit.

15.1.4.1 Employees who leave the bargaining unit for a management or exempt position and subsequently return to the bargaining unit will have prior bargaining unit seniority added after having been re-employed in the bargaining unit for a period of six (6) months.

15.2 The extent to which Bargaining Unit seniority shall govern in the case of assignment of vacations, promotion, or reclassification within work groups, assignment of hours, layoffs, and recall after layoffs shall be in accordance with the Articles covering these matters.

ARTICLE 16. SELECTION OF WORK SCHEDULES

16.1 Seniority in the assignment of Hours-Days Schedule and reporting locations shall apply as follows:

16.1.1 When the Company determines that a reporting location position needs to be filled within a specific job classification in a headquarters, it will be filled using an internal job posting system. The position will be posted at all reporting locations within the job classification and headquarters for a period of fourteen (14) days and will be filled by the most senior employee (except Switching Services) in the job classification who has submitted written notification to supervision.

16.1.1.1 If no employee submits written notification, the Company may move the least senior employee in the job classification and headquarters not presently at the location or leave the position vacant.

16.1.1.2 When a job posting is required for the position of Network Technician, the words "most senior" or "least senior" shall always be followed by the word "qualified." A Network Technician who moves to a new reporting location will be expected to remain at the new location for a period of eighteen (18) months unless the time requirement is waived by mutual consent - (see also Lateral Board – Network Technician MOA).

16.1.2 Every thirteen (13) weeks, the Company shall provide an Hours-Days Schedule showing work schedules for each job classification at each reporting location for employees with more than 24 months of seniority. Such Hours-Days Schedule will be prepared for each reporting location and show the hours and days applicable to individual work schedules at that location.

16.1.2.1 Only employees with more than 24 months of seniority will be accorded a choice of Hours-Days Schedule in order of seniority. If Company requirements for maintaining experience and qualifications are not met, the least senior qualified employee will be assigned prior to the effective date for posting the new schedule. The employees' bid of Hours-Days Schedule will be completed seven (7) calendar days prior to the effective date for posting of the new schedule.

The first schedule of the calendar year will be placed in effect the first full week of January in that year.

16.1.3 When the Hours-Days Schedule is vacated during the first ten (10) weeks of the 13-week schedule as a result of termination, promotion, reclassification, retirement, or military leave (active duty), and management determines the vacated schedule needs to be filled, management will post the schedule within seven (7) calendar days of such event so that employees in the affected job classification and reporting location, with more than 24 months of seniority may indicate within seven (7) calendar days their preference for such schedule. Assignments shall be made in accordance with Paragraph 16.1.1. If the experience and qualifications balance cannot be achieved within the reporting location, Paragraph 16.1.1.1 will apply. When the Hours-Days Schedule is vacated for any of the above reasons after the first ten (10) weeks of the 13-week schedule, and management determines the vacated schedule needs to be filled, the vacated schedule will be filled in accordance with the schedule change provisions in Section 16.2 of this Article.

16.2 The Company shall prepare weekly schedules showing hours and days by reporting location for all employees in a single job classification for the next week. The weekly schedule will be made available to employees no later than 4:00 p.m. Thursday of the preceding week. In addition, the weekly schedule for each named reporting location will be posted either electronically or at that location no later than 4:00 p.m. Thursday of the preceding week. The schedule shall indicate the hours and days which constitute the normal workweek. However, with forty-eight (48) hours notice, changes may be made in the posted weekly Hours-Days Schedule without premium penalty. When a schedule change is necessary, the

schedule to be changed will be that of the least senior, qualified employee which does not require backfilling.

- 16.2.1 Schedule Change Premium Penalty: Should the weekly Hours-Days Schedule be changed without forty-eight (48) hours notice, the affected employees shall be paid for the hours or days worked before or after the regular work schedule at a premium of one-half the regular rate. The premium penalty may be waived by mutual consent of management and the affected employee.
- 16.2.2 After weekly Hours-Days Schedules have been prepared and employees notified, an employee may exchange one or more work schedules with another employee within the same work group and reporting location, provided such an arrangement is made for compelling personal reasons and approved by the immediate supervisor(s) involved. The schedule thereby agreed upon to be worked by the employee(s) involved, shall be considered as scheduled for the purpose of determining payment for the hours worked. Total payment made by the Company shall not be increased as the result of changing the schedule.
- 16.2.3 An employee may request changes in a previously assigned Hours-Days Schedule to attend to matters of a personal nature provided approval is obtained before the day on which a change is desired. When such time off is made up during the same workweek, such time off will not be considered an occurrence of absence. Hours of make up time worked in the same workweek as the allowed time off will not be paid at the overtime rate and when the change is made at the employee's request, the premium penalty indicated in Section 16.2.1 is not paid.
 - 16.2.3.1 With management's approval, an employee may elect to make up time outside of his or her normal tour during what would normally be Sunday or night premium time; however, the normal Sunday or night premium payment would not be paid.
- 16.3 The Company and Union agree that 16.2 and 16.2.1 apply only to changes in the weekly work schedule as posted. Working additional hours and/or days out of the basic schedule does not constitute a schedule change and premium referred to in 16.2.1 does not apply.
- 16.4 When a Craft (Construction, Service, Supply) or Clerical (Service, Supply) employee is reclassified to a different job classification, the employee shall be assigned to a reporting location and granted a choice on the thirteen week Hours-Days Schedule in accordance with the employee's seniority at the next posting of that Hours-Days Schedule at that reporting location, such choice being subject to the employee's ability to adequately handle

the work requirements of the particular tour selected.

- 16.5 Return to Work - Employees returning from leaves of absence and furloughs, and employees coming in by transfer without a change in job classification, shall be assigned to a reporting location and granted a choice on the thirteen week Hours-Days Schedule in accordance with their seniority at the next posting of that Hours-Days Schedule at that location, subject to the employee's ability to adequately handle the work requirements of the particular tour selected.
- 16.6 Employees who work 16 hours or more in a 24 hour period, prior to the start of their regularly scheduled tour, shall be allowed a rest period of eight (8) hours before returning to work. This rest period will not be considered an occurrence of absence.

ARTICLE 17. FORCE ADJUSTMENTS

- 17.1 If the Company determines that part-timing or layoffs, or both are necessary due to adverse economic conditions or other reasons, it may carry out a reduction of the work force among its employees within their respective job classifications and within their respective headquarters locations in accordance with the following conditions and in order of seniority, shortest to longest. The Union will be notified prior to the effective date of the layoffs or part-timing.
- 17.1.1 First temporary, then part-time employees with less than one year of seniority will be laid off by seniority, shortest to longest.
- 17.1.2 Full-time employees with less than one year of seniority will be laid off or part-timed by seniority, shortest to longest.
- 17.1.3 After layoffs are made in accordance with Paragraphs 17.1.1 and 17.1.2 and additional layoffs or part-timing is still required, employees with more than one year of seniority will be laid off or part-timed by seniority, shortest to longest. The company must notify the Union at least 15 days prior to any layoff or part-timing under this paragraph.
- 17.2 Employees who are identified under the provisions of Paragraph 17.1.3 as being individuals who will be laid off shall have the right to claim a job in a position filled by an employee having less seniority. The method of claiming other jobs and any restrictions to claiming them are specified in Paragraphs 17.3, 17.4, and 17.5.

- 17.3 Any employee who is to be laid off shall have the right to (a) claim a job in a classification in which that employee formally worked in this bargaining unit, or (b) claim another job in his/her department which is of essentially the same type of work he/she is performing provided; however, in the judgment of management, the employee is immediately capable of performing the new job and also provided the employee to be bumped has less seniority. An employee who is bumped from a position under the aforementioned provisions also may, if eligible, bump under the provisions of this paragraph.
- 17.4 If an employee is unable to claim a job under Paragraph 17.3, the following shall apply: Employees with more than one year of seniority shall be able to claim jobs which require less than one week of formal training except that the numbers of positions available in each classification will be established by the Company. The classification which contains positions requiring less than one week of formal training is Service Clerk. The Company will indicate the numbers of positions within each classification into which the employee may bump. The employees eligible to bump will do so in order of seniority provided they have the necessary qualifications to perform the job.
- 17.4.1 Employees with more than one (1) year of seniority who are bumped out of jobs under this paragraph may bump into jobs (in this bargaining unit) in which they formerly worked provided the employee is immediately capable of performing that job and the employee to be bumped has less seniority.
- 17.5 Employees who bump into jobs under Sections 17.3, 17.4, and 17.4.1 who are not immediately capable of performing the job will be laid off, with recall rights only for the job the employee held when the layoff occurred.
- 17.5.1 Employee(s) who self nominate into positions in lieu of bumping under Sections 17.3, 17.4 and 17.4.1, who are unable to perform the job, will be laid off without termination pay. The employee will have contractual recall rights for the job/classification from which the employee was originally force reduced.
- 17.6 An employee who is reduced two or more wage schedules will have his/her present wage rate frozen for a period of six (6) weeks. At the end of the six (6) week period, the employee's rate of pay shall be reduced to the next lower wage rate of the new wage schedule.

ARTICLE 18. RECALL AFTER LAYOFFS

- 18.1 Employees who are laid off will be recalled in the same jobs or in other jobs which they are qualified to perform in order of seniority, highest to lowest.

- 18.2 The Company shall not hire any new employees until it has offered recall by a registered letter, mailed to the last mailing address known to the Company, to all employees laid off during the last two years in the same headquarters, provided that, in the judgment of management, the laid off employees have sufficient qualifications to fill the jobs the Company has open and provided that they have incurred no physical impairment that would prevent their performing the work.
- 18.2.1 If the Company elects to offer a job as a regular employee (in the same headquarters location) which is within or outside the bargaining unit to an IBEW represented employee, that employee must accept the job offered or be terminated.
- 18.3 It will be the responsibility of the laid off employees, who desire reemployment, to keep the Company informed as to their correct address and to advise the Company, within one week after the letter is sent by registered mail, of his/her acceptance of the job. The Company will assume that failure on the part of the laid off employee to notify the Company within the aforesaid week concerning acceptance of an offer of employment, or to report for duty within two weeks after accepting the job, constitutes a rejection.
- 18.4 Upon recall by the Company, laid off employees who are recalled within two years from the date of their layoff and who return to the Company shall be returned to the same seniority and accredited service status as held at the time of layoff. After two years, a laid off employee will be terminated and will not have any recall rights.

ARTICLE 19. PROMOTIONS AND RECLASSIFICATIONS

- 19.1 Seniority shall be given first consideration in a reclassification to a different job when the individuals being considered have substantially the same qualifications to efficiently and effectively perform the work.
- 19.1.1 An employee accepting a reclassification is required to work in the new classification for a period of time noted below, unless waived by management:
- | <u>Wage Schedule</u> | <u>Months</u> |
|---------------------------|---------------|
| A, 1, 2, 3 | 9 months |
| 4, 5, 5A, 6, 6A, 6B, 7, U | 18 months |
| 8, 9, 10, 11, 12 | 30 months |
- 19.1.1.1 The above time limits shall be waived for employees who are reclassified due to force adjustments to a lower wage schedule or from full-time to part-time.

- 19.2 In Accounting and Information Management, seniority shall be given consideration in promotions or reclassifications to a different job when the individual has the qualifications, including formal education (or its equivalent) and training to efficiently and effectively perform the work.
- 19.3 The Company reserves the exclusive right to make selections of employees for promotion to positions not covered by the Agreement.
- 19.4 The Company will provide the Union with notification of the successful candidate selected for jobs filled under the provisions of this Article.

ARTICLE 20. TRANSFERS

- 20.1 If an employee is transferred to another headquarters location either (a) at the request of the employee, or (b) at the request of the Company, and the new headquarters location is in a different wage group, the employee will receive wage treatment as follows:
 - 20.1.1 If there is no change in job title, the wage rate will be adjusted to the wage rate for the same interval on the schedule of the new headquarters location.
 - 20.1.2 If there is a change in job title, the title change is made at the old headquarters location and the wage rate is adjusted accordingly. Then the wage rate will be adjusted to the wage rate for the same interval on the wage schedule of the new headquarters location.
- 20.2 An employee may be transferred from one headquarters location to another if the transfer will not result in the demotion, layoff, or part-timing of employees in the headquarters location to which the employee is being transferred.
 - 20.2.1 In the case of Company-initiated transfers, the Company first will give preference in order of seniority to qualified employees who are willing to accept the transfer. If no employee is willing to accept the transfer, the least senior qualified employee in the headquarters location who has the necessary qualifications will be transferred.
 - 20.2.2 In the case of employee-requested transfers, where two (2) or more employees request the transfer, the most senior employee who has the necessary qualifications will be selected for the transfer.
 - 20.2.3 Employees who are transferred at their own request or who transfer to avoid layoff, will pay their own moving expenses. The Company will pay the moving expenses of an employee who transfers at the

Company's request.

- 20.2.4 The decision of the Company in any of the foregoing factors will be controlling unless the Company is shown to have acted in bad faith.

ARTICLE 21. OVERTIME

- 21.1 It is recognized that employees may, on occasion, be required to work overtime unless prevented from doing so by compelling, personal reasons. Effective January 1, 2007, the method of distribution for overtime work shall be by seniority among employees within a classification and reporting location who are qualified to do the work to be performed.
- 21.1.1 All employees will be given the opportunity to place their name on an active overtime list or an inactive overtime list.
- 21.1.2 An employee may be added to the active and inactive overtime lists by written request to his/her supervisor. Such request may be withdrawn at any time by written request to his/her supervisor.
- 21.1.3 It is recognized that employees on the inactive overtime list may, on occasion, be required to work overtime when there are insufficient numbers to work from the active overtime list, unless prevented from doing so by compelling, personal reasons.
- 21.2 In Accounting and Information Management, Section 21.1 will apply by work group.
- 21.3 Overtime records shall be posted on bulletin boards no later than the fifteenth of the month following the month to which the record applies.

ARTICLE 22. TOOLS

- 22.1 The Company will furnish, without cost to the employees, all tools necessary for the safe performance of their duties.
- 22.2 Employees will be responsible for the proper use and care of tools furnished by the Company and will be held accountable for tools assigned to them. Employees will not be held accountable if lost or stolen due to Company's failure to provide a secure place for storage.
- 22.2.1 Tools furnished to employees by the Company which become broken or worn out will be replaced by the Company upon presentation of the broken or worn out tools.

- 22.2.2 The Company may inspect tools at any time, and shall condemn from further use any tool which is found to be unsafe, and will arrange for repairs to any tool which is inoperable or malfunctioning.
- 22.3 For Vehicle Maintenance Technicians, Vehicle Maintenance Mechanics and Garage Attendants only, the company will furnish, without cost to the employees, all the tools necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them.
 - 22.3.1 Tool replacements will be made in accordance with the following:
 - 22.3.1.1 Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense.
 - 22.3.1.2 Tools that become broken or worn out will be replaced by the Company upon presentation of the broken or worn out tools.

ARTICLE 23. EXPENSE ALLOWANCE

- 23.1 Employees covered by this Agreement will be subject to work assignments at other than their normally assigned locations. These work assignments may be outside the jurisdiction of this Agreement and may be outside the operating area of Frontier North Inc. The assignments will be for the following reasons: (a) service requirements; (b) work of a project nature that exceeds the working capacity of the resident forces which necessitates such temporary shifts of personnel; and (c) for installation and/or maintenance of equipment outside the Frontier North Inc. service area.
 - 23.1.1 The selection of employees for such temporary reassignment of work location shall be at the discretion of management, except that such assignments shall be rotated to the greatest extent possible among volunteers from the affected job classification. If the number of volunteers is insufficient, management will assign the least senior qualified employee(s).
- 23.2 By mutual consent of the employee and the supervisor, an employee may use his/her personal vehicle in lieu of Company paid travel time when assigned to work temporarily at another job location more than fifteen (15) but less than sixty (60) miles from his/her normal reporting location. Round trip mileage will be paid between the normal reporting location to the temporary job location.
 - 23.2.1 When travel time is provided in Company vehicles, such mileage allowance does not apply.

- 23.2.2 For assignments zero (0) to fifteen (15) miles – no allowance for travel time or mileage.
- 23.3 An employee assigned to work sixty (60) miles or more away from his/her normal headquarters location will be allowed to travel on Company time and expense on the first trip to and the last trip from the assignment and be paid as follows:
- Meal Allowance: \$32.00 per day
Lodging Allowance: \$55.00 per day
- 23.3.1 An employee who departs and returns to his/her normal headquarters location the same day in a Company vehicle will not receive mileage or allowances.
- 23.3.2 An employee who departs and returns to his/her normal headquarters location the same day in his/her personal vehicle will receive mileage but not allowances.
- 23.4 An employee assigned to a school location away from his/her normal headquarters location will be allowed to travel on Company time and at Company expense on the first trip to and the last trip from the school location. When an employee is authorized to stay overnight, the Company will arrange for clean, comfortable lodging and will pay the cost of such lodging. The meal allowance is \$32.00 per day
- 23.4.1 Employees sent to one (1) day schooling, who are not authorized to stay overnight, will receive travel time and personal vehicle mileage, but not meal allowance. When travel time is provided in Company vehicles, such mileage allowance does not apply.
- 23.4.2 Employees electing to commute back and forth daily may do so on their own time and expense. Employees will receive personal vehicle mileage allowance from school to normal headquarters location as long as it does not exceed the cost of lodging and meal allowance. This option is not available when a Company vehicle is provided.
- 23.5 If the work/school assignment continues into a second consecutive week or more, the following rules apply:
- 23.5.1 If the assignment is less than 300 miles from the normal headquarters location, the employee will be paid under 23.3 or 23.4 for any nonscheduled days or may elect to return to his/her normal headquarters location on his/her own time in lieu of 23.3 or 23.4. The employee may utilize a Company vehicle or receive mileage for use of a personal vehicle.

- 23.5.2 For assignments of 300 miles or more, the employee will be paid under 23.3 or 23.4 for any nonscheduled days. In addition, the employee will be allowed to return to his/her normal headquarters location on Company time and at Company expense at the end of each four-week period in lieu of 23.3 or 23.4.
- 23.6 Whenever an employee is authorized by the Company to use his/her personal vehicle, the mileage allowance shall be paid in accordance with Company policy, but no less than the current IRS mileage rate.
- 23.6.1 When a mileage allowance is paid for the use of an employee's personal vehicle, it is intended to cover all the expenses incurred for operating the vehicle such as, but not limited to: gasoline, oil, and repairs.
- 23.6.2 When a mileage allowance is paid for the use of an employee's vehicle, the employee must have the minimum necessary liability limits on the vehicle used as required to comply with the Financial Responsibilities of the State.
- 23.7 When employee(s) are required to work continuously (overtime) three hours or more beyond the employee's normal tour ending, a meal period will be allowed. As work continuity requires, the meal period will be treated as paid work time whenever (a) the employee is requested to limit his/her meal period to thirty minutes or less, or (b) at the supervisor's direction, the employee is furnished a meal at the job site.
- 23.7.1 Whenever an employee requests and is granted permission to return home for a meal, the meal period will be taken on the employee's own time. Even though for other purposes, the overtime may be considered as being continuous with the ending of the normal tour.

ARTICLE 24. BRIDGING OF SERVICE

- 24.1 When an employee's employment **with Frontier North Inc.** has been terminated and thereafter the employee is reemployed **by Frontier North Inc.** and accumulates one thousand (1,000) hours of accredited service, then the break in the employee's employment shall be bridged and there shall be added to the one thousand (1,000) hours of accredited service, which has accumulated since the employee's reemployment, the period of all accredited service which the employee has previously accumulated **with Frontier North Inc.**, provided each such prior accredited service equaled or exceeded one thousand (1,000) hours **and provided the employee has not exercised a Frontier pension benefit or otherwise retired from a Frontier company.** Official Company records shall be used for the

verification of all prior service.

24.1.1 Notwithstanding the provisions of Sections 9.1 and 24.1, employees who a) accumulated 1000 hours or accredited service with Verizon in Indiana prior to July 1, 2010; b) were during that time represented by IBEW 723 in Indiana; c) were hired by Frontier North Inc. into one of the local Indiana Appendices to the MIFA # 2 Agreement between July 1, 2010 and April 25, 2016; and d) accumulate 1000 hours of accredited service at Frontier North Inc., will have their accredited service with Verizon bridged with their Frontier North Inc. accredited service for purposes of calculating vacation allotments, short term disability benefits, termination pay benefits, and Income Security Plan benefits.

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

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

ARTICLE 25. LEAVES OF ABSENCE

- 25.1 Authorized informal leaves of absence (furloughs) shall not be deducted from an employee's accredited service.
- 25.2 Absence beyond the first thirty calendar days of an authorized leave of absence will be deducted in computing an employee's accredited service.
- 25.3 Employees who are granted a leave of absence because of physical disability will be reemployed after they have recovered to the extent that they are able to resume full-time duties.
- 25.3.1 Employees inactive due to Long Term Disability are excluded from 25.3. Refer to the SPD on Long Term Disability for further details.

- 25.4 An employee who is granted a leave of absence for a reason other than physical disability will be reemployed at the termination of the leave (although not necessarily in the same job) if an opening exists and the employee has the necessary physical and mental qualifications to perform the job except as set forth in Section 25.5.
- 25.5 Any employee who accepts as primary employment a full-time paid position in Local 723 or the International IBEW Union (for a total of no more than twenty (20) years) shall, at the expiration date of the term(s) in office, be reinstated to the employee's former position including all seniority time and accredited service, provided the employee is qualified and able to perform the work. It is understood that in case of return(s) of such an employee, other employees below him/her on the seniority list will be demoted or laid off if necessary. No more than four employees (total - White Book, Blue Book, and South/Corydon Book) receiving a leave of absence for this purpose may obtain such leave of absence at one time.
- 25.6 Any full-time employee of a Frontier/GTE company in an IBEW bargaining unit who becomes a full-time employee of either IBEW or an IBEW local affiliate (a "Frontier/GTE-Union employee") shall be entitled to be on leave of absence status from Frontier. While on such leave status, the Frontier/GTE-Union employees shall continue to accumulate seniority and shall retain return rights to the bargain unit.
- 25.6.1 While on leave of absence status, a Frontier/GTE-Union employee shall accrue Accredited Service under the Frontier Pension Plan in which the employee actively participated while a bargaining unit employee until either:
- a. The Frontier/GTE-Union employee ends his/her full-time employment with the IBEW; or a local affiliate: or
 - b. The Frontier/GTE-Union employee retires from Frontier or otherwise affirmatively relinquishes his/her leave of absence: or
 - c. The aggregate length of all such leaves of absence equals twenty (20) years.
- 25.6.2 In the event that any court of competent jurisdiction finds Article 25.6 to be unlawful, it shall be null and void as of the date of its execution, but Frontier and the IBEW will immediately negotiate in good faith to provide the most equivalent lawful benefit for Frontier/GTE-Union employees.

ARTICLE 26. TEMPORARY EMPLOYEES

- 26.1 Employees may be engaged on a temporary basis from time to time for a specific project or need (arising, for example, because of a resort season, technological change, etc.) or for the purpose of relieving regular employees who are absent due to sickness, leaves of absence, furloughs, or vacations. They may also be engaged for the purpose of augmenting the regular force to meet the requirements of the service that may be occasioned by resignations, dismissals, increased traffic loads, or any other condition which may bring about a force shortage. It is definitely understood that the employment of temporary employees is to terminate upon completion of the project or fulfillment of need.
- 26.2 After being classified as temporary for twelve (12) consecutive months, an employee will be reclassified as a regular employee.
- 26.3 Temporary employees shall receive the same wage treatment and consideration as regular employees covered hereby with the exception of the provisions of the following Articles and any other then current provisions or agreements (e.g., MOAs, LOIs, etc.) related to these Articles:
- A. Article 16 (Scheduling);
 - B. Article 25 (Leaves of Absence);
 - C. Article 29 (Holidays and Holiday Premiums);
 - D. Article 30 (Vacations);
 - E. Article 31 (Short Term Disability);
 - F. MIFA # 2 Article 6 (Long Term Disability);
 - G. MIFA # 2 Article 7 (Health and Basic Life Insurance Benefits); and,
 - H. MIFA # 2 Article 8 (Retirement Benefits).
- 28.3.1 After six (6) consecutive calendar months as a temporary employee, the aforesaid exceptions A, B, C and D (Scheduling, Leaves of Absence, Holidays, and Vacations) shall not apply; however, exceptions E, F, G and H (Short Term Disability, Long Term Disability, Health and Basic Life Insurance Benefits, and Retirement Benefits) shall continue to apply.
- 26.4 It is not the intent of the Company to lay off regular full-time employees and return them to temporary status for the purpose of avoiding payment of benefits.

ARTICLE 27. INCLEMENT WEATHER

- 27.1 The Company recognizes that the nature of the work and the safety of the employees are important factors when assigning work during inclement weather. Continuous exposure to the elements during severe weather will not be required except in service emergencies such as to protect life, health, or property. Normal work assignments which require continuous exposure to the elements thus creating an unusual safety risk to the employee will not be required.
- 27.2 When the Company determines that a classification within a headquarters location is unable to effectively perform their work due to inclement weather and other productive work cannot be assigned, they will be paid in accordance with the following:
- 27.2.1 If employees report in person at their assigned reporting center, they will be paid a minimum of 4 hours.
- 27.2.2 If employees are sent out on the job and forced to discontinue their work, they will receive compensation for all hours worked, but not less than 4 hours.
- 27.2.3 If employees work into the second session, they will be paid for a full day.
- 27.2.4 The determinations listed in 27.2.1, 27.2.2, and 27.2.3 can be used by the Company only three (3) times in a calendar year.
- 27.2.5 The employee will be granted AT0 time for hours not paid under the above paragraphs or in lieu of the 4 hours minimum, the employee may elect to receive a day-at-a-time vacation or a floating holiday.

ARTICLE 28. BASIS OF COMPENSATION

- 28.1 Normal Workweek and Workday – Full-Time Employees:
- 28.1.1 A normal workweek consists of not more than forty hours within a calendar workweek and five eight-hour tours. This shall not be construed to constitute a guarantee of a minimum of forty hours of work per week. The extent to which Monday to Friday workweeks, and workweeks with two consecutive days off, can be scheduled is subject to service requirements and the overall needs of the business, as determined by the Company.

Exception: A normal workweek for Senior Construction Technicians and Construction Technicians consists of not more than forty hours within a calendar workweek scheduled on five consecutive days in one week, normally Monday through Friday, inclusive.

- 28.1.2 The schedule of hours and tours to be worked by employees shall be determined by the management of the Company, and changed from time to time to meet service requirements.
- 28.1.3 A tour of duty is a period of not more than eight hours divided into two parts, not necessarily the same length, normally separated by not more than one hour.
- 28.2 Normal Workday and Workweek – Part-Time Employees: Up to eight hours in any one day and normally less than forty (40) hours per week. Part-time employees must be scheduled one (1) day off each calendar week.
- 28.3 When management determines a need for non-consecutive work schedules (i.e., weeks, inclusive of the immediately preceding Saturday and immediately subsequent Sunday, without consecutive days off) within a classification and reporting location, schedules with designated weeks of non-consecutive days shall be distributed to the work group for selection by seniority.
 - 28.3.1 An employee will not be scheduled for back-to-back non-consecutive work weeks, except when a schedule change is made to backfill a vacated schedule(s).
 - 28.3.2 No employee in the work group may be required to work a non-consecutive schedule for more than three (3) weeks during a thirteen (13) week schedule.
 - 28.3.3 Notwithstanding the provisions of 28.3.1 and 28.3.2, an employee may volunteer to work back-to-back non-consecutive work weeks, or more than three (3) non-consecutive work weeks, if he or she desires to do so.
- 28.4 There are two rates of pay for hours worked as follows:
 - 28.4.1 Regular Rate: Basic rate plus differential, if any.
 - 28.4.2 Overtime Rate: One and one-half times the regular rate.
- 28.5 The overtime rate is paid under either of the following conditions. (Any hours for which the overtime rate is paid shall not be considered to constitute a part of the normal workday or normal workweek except that work scheduled on Sunday will be considered part of the normal workweek.):

- 28.5.1 Hours worked in excess of eight in one day.
- 28.5.2 Hours worked in excess of forty in one calendar week provided the overtime rate has not already been paid under Paragraph 28.5.1 for the same hours.
- 28.6 Appropriate call-out pay to an employee will be determined by the following:
 - 28.6.1 A full-time or part-time employee who has completed an eight-hour tour of duty and has left the Company premises may be called back to work. When this occurs, the employee shall receive a minimum of two (2) hours pay at the overtime rate for the call-out.
 - 28.6.2 A full-time employee who is called out on a nonscheduled day shall receive a minimum of two (2) hours pay at the overtime rate for the first call-out. Should an employee be called out again, the employee will be paid a minimum of two (2) hours pay at the overtime rate for this and each succeeding call-out on the same day.
- 28.7 Call-out pay and overtime pay are not paid concurrently.
- 28.8 A premium consisting of one-half the regular rate of pay will be paid for Sunday work. Employees in the Fort Wayne Residential and Business Sales and Service Call Centers are not eligible for this premium.
- 28.9 Regular rates will be paid for all other hours worked except holiday time worked.
 - 28.9.1 The following paid time items as referenced in the contract shall be considered as hours worked in determining overtime computations:

Paid time not worked due to inclement weather (Article 27.2); Holiday time (29.1); paid vacation time (MIFA # 2 Article 5: Vacation Time – General Provisions); death in the immediate family (33.2); time off for visit to company doctor (33.3); jury duty (33.4); witness time (33.5); time spent with representatives of management to discuss grievances and complaints (33.6); and voting time (33.7).

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

Otherwise, only hours actually worked shall be counted in determining when overtime shall apply.

ARTICLE 29. HOLIDAYS AND HOLIDAY PREMIUMS

29.1 The following days shall be observed as authorized holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day *
Independence Day	Christmas Day
Labor Day	Floating Holidays – Seven (7) *

* During the 2012 calendar year, employees in the Retail Store(s), the Residential Sales and Service Center and the Business Sales and Service Center will recognize an eighth (8th) Floating Holiday in lieu of the Day after Thanksgiving. Effective January 1, 2013, employees in the Business Sales and Service Center, the Credit and Collections Center, the Plant Service Center, the Residential Sales and Service Center, and the Retail Store(s) will recognize an eight (8th) Floating Holiday in lieu of the Day After Thanksgiving Day. The Company will allow a minimum of 50% of each classification within the Plant Service Center to utilize this eighth (8th) Floating Holiday to take off the Day After Thanksgiving Day.

29.1.1 Floating Holidays are available to employees upon completion of six (6) months of continuous service with the Company or an affiliate company. The number of Floating Holidays available to employees who reach six (6) months of continuous service during a calendar year will be pro-rated based upon the number of full weeks remaining in the calendar year when the employee reaches six (6) months of continuous service, divided by 52. If this pro-rated number of days is a fraction of a whole number, the amount will be rounded to the nearest multiple of “.5”.

29.1.2 The Company will allow as many employees as possible, while still maintaining appropriate service levels, to schedule floating holidays on Christmas Eve (December 24) and New Year's Eve (December 31).

29.1.3 Employees may take two (2) floating holidays in two (2) hour increments with supervisory approval.

29.2 When an authorized holiday falls on Sunday, it shall be observed on the following Monday, and in such a case the Sunday work shall be paid for at a premium of one-half ($\frac{1}{2}$) the regular rate, and the holiday pay shall be paid for the following Monday.

When an authorized holiday falls on a Saturday, it shall be observed on the prior Friday, and in such a case the holiday pay shall be paid on the prior Friday.

29.3 Employees who are eligible for floating holidays must bid the floating holidays at the same time and in the same manner as vacations. Refer to the Vacation and Floating Holiday Annual Bid Guidelines MOA, which expires on May 7, 2016.

29.3.1 Employees who become eligible for floating holidays after the vacation schedule has been bid will be allowed to select floating holidays on a first come, first served basis and subject to supervisory approval. Employees must provide notice to his/her supervisor of the day on which he/she wishes to observe the floating holiday by 5 p.m. Monday of the preceding week (the supervisor has the discretion to waive the 5 p.m. Monday deadline).

If a requested floating holiday is denied, the employee will receive a written response explaining the reason for denial.

29.3.2 Changes to previously scheduled floating holiday(s) will be made on a first come, first served basis, subject to supervisory approval. Employees must provide notice to his/her supervisor of the day on which he/she wishes to observe the floating holiday by 5 p.m. Monday of the preceding week (the supervisor has the discretion to waive the 5 p.m. Monday deadline). At the time the supervisor approves the floating holiday change, the employee must stipulate which previously scheduled floating holiday(s) are to be eliminated.

29.3.3 If, by October 15, one (1) or more employee(s) have still not scheduled one (1) or more floating holidays, management will provide the employee(s) a list of the available days remaining, and the affected employee(s) must select a day or days on that list to observe the remaining unscheduled floating holiday(s). This selection must be made before October 22 or the employee will forfeit any remaining unscheduled floating holiday(s).

29.4 Full-time employees, whether or not they are required to work on an authorized holiday or its observed equivalent (“holiday(s)”), shall be paid eight (8) hours at the employee’s basic wage rate for the holiday, provided, however, that when a holiday falls on the employee's regularly scheduled day off, such employee shall be scheduled one (1) other day off in the same workweek.

29.4.1 In addition to the holiday pay provided for in Section 29.4, full-time employees working on an authorized holiday or its observed equivalent shall be paid one and one-half (1½) times the regular rate for each hour actually worked up to eight (8) hours. This payment shall be in lieu of any and all other premiums including overtime premiums.

- 29.4.2 Hours worked on a holiday in addition to eight (8) will be compensated for at the rate of two and one-half (2½) times the regular rate.
- 29.4.3 Call-out time worked on a holiday will be compensated for at two and one-half (2½) times the regular rate for a minimum of two (2) hours.
- 29.4.4 In no event will any payment made on a holiday exceed two and one-half (2½) times the regular rate.
- 29.5 The holiday pay for part-time employees (whether or not they are required to work on a holiday) will be computed as follows:
- (a) the total number of hours worked by each such employee during the week in which the holiday falls
 - divided by
 - (b) five (5)
 - minus
 - (c) the number of holidays in any such week.
- The result will be the number of hours of holiday pay at the basic wage rate that each such part-time employee shall receive for the holiday, not to exceed eight (8). (If a holiday falls within an employee's scheduled vacation, the prior week worked will be utilized to determine the amount of holiday pay.)
- 29.5.1 In addition to the holiday pay provided for in Section 29.5, part-time employees required to work on a holiday shall be paid one and one-half (1½) times the regular rate for each hour actually worked up to eight (8) hours. This payment shall be in lieu of any and all other premiums including overtime premiums.
- 29.6 Some employees will be required to work regular hours on holidays. In each such case, the holiday hours will be considered to be a part of the normal workweek.
- 29.7 No holiday premium pay or holiday pay will be made when an employee is absent without permission any part of the employee's last scheduled workday before the holiday or the employee's first scheduled workday following the holiday.
- 29.8 An employee who is scheduled to work on a holiday, but who is absent without permission for any part of his/her tour, will receive holiday pay computed by multiplying the number of hours worked by the employee within the scheduled tour by the employee's basic wage rate.

- 29.9 Holiday Pay to an employee on furlough, leave of absence, or absent because of accident or sickness immediately prior to the holiday will be governed by the following:
- 29.9.1 Furlough, leave of absence, or accident disability – no holiday pay.
 - 29.9.2 Short Term Disability – an employee absent before a holiday because of Short Term Disability will receive holiday pay if all of the following three (3) conditions apply:
 - (a) The Employee will not receive Short Term Disability pay for the holiday;
 - (b) The Employee works at least one (1) full tour during the calendar week in which the holiday falls; and,
 - (c) Upon request the employee presents a physician's report, prepared on a form prescribed by the Company, describing the nature of employee's illness as detailed in Paragraph 31.8.

ARTICLE 30. VACATIONS

- 30.1 Vacations will be scheduled throughout the year in such a manner that standards of service may be maintained.
- 30.1.1 The Company and Union agree that employees on the same vacation bid schedule may trade vacations with the concurrence of management.
 - 30.1.2 The Company and the Union agree that employees on vacation or floating holidays will not be called out for routine overtime assignments. For the purpose of this agreement, vacation is determined to be from 12:01 a.m. Sunday to 11:59 p.m. the following Saturday.
- 30.2 The vacation selection process will be administered in accordance with the "Vacation and Floating Holiday Annual Bid Guidelines" MOA.
- 30.2.1 Subject to service requirements, seniority shall be the governing factor in choice of vacation time for employees in each job classification and reporting location. Vacations for the following year will be bid prior to December 31 of the prior year.
- 30.3 Regular full-time and part-time employees may take, on a half-day or day-at-a-time basis, vacation time already bid, provided the employee notifies his/her supervisor by 5 p.m. Monday of the week preceding the week in which the employee wants the day(s) off and approval is granted. The

supervisor has the discretion to waive the 5 p.m. Monday deadline provided service is not affected or overtime created. At the time the supervisor approves a half-day or day-at-a-time vacation, the employee must stipulate which day or days, in an already bid vacation week, are to be eliminated as vacation day(s). Any half-days or full vacation day(s) remaining on a bid vacation schedule by 5 p.m. Monday of the preceding week must be taken as scheduled.

- 30.3.1 Employees requesting a half-day or day of vacation in writing who include their reason for requesting the day will receive a written response either allowing the day or explaining the reason for refusal.
 - 30.3.2 Employees may use the half-day-at-a-time vacation benefit a maximum of one (1) week, i.e., ten (10) half-days.
 - 30.3.3 Employees working a 10 hour/4 day workweek shall be paid five (5) hours for each half-day-at-a-time vacation taken. Employees on 4/10's will not gain an advantage of vacation hours over someone on five (5) eight hour tours.
- 30.4 Vacations cannot be allowed to accumulate from year to year, but shall be completed each year.
- 30.4.1 Any full week(s) of carryover vacation permitted under MIFA # 2 Article 5, Section 3 ("Vacation Time – General Provisions"), will be scheduled according to Article 30, Section 30.2 and will be bid as part of the normal vacation schedule process. Any partial week(s) of carryover vacation permitted under MIFA # 2 Article 5, Section 3 ("Vacation Time – General Provisions"), will be scheduled according to Article 30, Section 30.3.
- 30.5 An employee who voluntarily resigns with proper notice, is laid off, or terminated will be paid for any unused vacation.
- 30.6 When a holiday falls in an employee's paid vacation, the Company shall, in such cases, grant an additional day off with pay. Such day will be either the first scheduled workday following or last scheduled workday preceding that vacation period, at the employee's option.
- 30.7 Vacation time off for part-time employees will be based on continuous service dates in accordance with the schedules provided for in MIFA # 2 Article 5, Section 1 ("Vacation Time – General Provisions"). However, payment to part-time employees for such vacation time off shall be pro-rated based on the average number of hours worked per week during the twelve (12) month period preceding the vacation time off. In no case shall vacation payment exceed forty (40) hours per week.

30.8 Employees who are reemployed at the termination of approved leaves of absence in excess of 30 days or recalled from layoffs shall not be eligible for a vacation until they have completed three months of accredited service following such reemployment and subject also to the provisions of 30.3.

Note: The first thirty days of an authorized leave of absence are not deducted from an employee's accredited service.

ARTICLE 31. SHORT TERM DISABILITY

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

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

Any questions as to whether an employee is in fact incapacitated by physical illness or physical injury, or should be hospitalized or allowed a recuperative period for mental or emotional illness, shall be subject to concurrence by physicians, psychiatrists, psychologists, or other qualified specialists duly appointed by the Company.

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

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

31.1.2 An employee, with management's approval, may have the option

of utilizing a vacation day(s) or floating holiday(s) to satisfy the above Short Term Disability waiting periods (column labeled “Payments Start On”). This option is not designed to circumvent normal vacation or floating holiday selection procedures.

- 31.2 Eligibility for Short Term Disability benefits shall begin on the scheduled Workday provided for in Section 31.1.1, except under the following circumstances:
- 31.2.1 The Short Term Disability waiting period under Section 31.1.1 (column labeled “Payments Start On”) will be waived and eligibility for Short Term Disability benefits will start on the 1st scheduled Workday of absence if the employee:
- A. has no absence for personal illness or injury for the previous **twelve (12)** months; or,
 - B. is hospitalized on the first scheduled workday of absence; or,
 - C. has a surgical procedure performed in an outpatient surgical facility or hospital and the employee provides documentation of the surgical procedure performed.
- 31.2.2 An employee absent due to illness within fourteen (14) calendar days of the employee’s return to work from a previous illness, for which Short Term Disability benefits were paid, will not be required to undergo an additional waiting period in connection with the subsequent illness. Any approved Short Term Disability benefits on account of such subsequent illness will begin on the first (1st) scheduled Workday of such absence.
- 31.3 Successive periods of Short Term Disability shall be subject to the Short Term Disability waiting days outlined above (column labeled “Payments Start On”) and shall be counted together as one (1) period in computing the period during which the employee shall be entitled to the Short Term Disability benefits provided for in Section 31.1, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness or injury and not as part of any disability which preceded such period of thirteen (13) weeks. Any reported absent sick or off-the-job injury would interrupt this thirteen (13) week restoration period.
- 31.4 An employee's length of service as of the first day of absence determines the length of the waiting period (column labeled “Payments Start On”) and the length of time for which benefits will be paid during that absence.
- 31.5 An employee who will be absent from work due to illness or injury must so notify his/her immediate supervisor as soon as possible after the employee

knows that he/she will not report for work. An employee who finds it necessary to leave work due to illness will be required to report to his/her immediate supervisor at the beginning of such absence. Failure to properly notify the immediate supervisor is sufficient reason to withhold Short Term Disability benefits.

- 31.5.1 An employee with more than one (1) year of service who is required to leave work due to illness **shall be paid only for hours worked. The balance of the day shall be credited toward the waiting period.**
- 31.5.2 If an employee wishes to leave town during a period when he/she is receiving Short Term Disability benefits, the employee will notify his/her supervisor of his/her intentions in advance. Failure to do so may result in the denial of benefits.
- 31.6 Short Term Disability benefits will not be granted to an employee after the employee has commenced a vacation or a leave of absence (and for this purpose, a vacation or a leave of absence will be considered to have commenced immediately after the termination of the employee's last tour of duty worked), except for an eligible employee on a pre-disability leave of absence.
 - 31.6.1 Employees on a pre-disability leave of absence who become disabled by the condition for which the pre-disability leave of absence was given will be granted Short Term Disability subject to the provisions of Article 31.
 - 31.6.2 An employee who becomes ill during a paid vacation period and is unable to return to work on the date scheduled may be entitled to Short Term Disability benefits. In such a case, the date on which the employee was scheduled to return to work shall be considered as the first (1st) scheduled Workday of absence due to Short Term Disability.
- 31.7 Upon request, employees who are receiving Short Term Disability will have their physician complete and forward to the Company's STD Administrator a certificate outlining the nature of the illness. Payment of Short Term Disability benefits in such cases will be contingent upon the receipt of a satisfactorily completed certificate.

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

- 31.8 In the event a bargaining unit employee obtains a judgment against a third party, which judgment provides for lost wages, and said employee is able to recover said judgment, including said portion attributable to lost wages, the Company shall then have a lien on the proceeds of said recovery from the third party as to the portion attributable to lost wages only, after deductions for all costs, expenses and attorney fees. The Company's lien

shall not exceed an amount or percentage equal to the amount or percentage of total lost wages only (in the event that all wages are not awarded) awarded to and recovered by the employee. In no event shall the Company's lien exceed the total amount (less applicable federal, state and local taxes) of Short Term Disability benefits paid to said employee by the Company's Short Term Disability plan.

- 31.9 When Short Term Disability benefits are exhausted and an employee is unable to return to work, the employee may apply for:
 - 31.9.1 Long Term Disability Benefits as specified in MIFA # 2 Article 6, "Long Term Disability", and the MIFA # 2 Supplemental Long Term Disability Benefits MOA (which expire on May 7, 2016); and/or,
 - 31.9.2 A leave of absence to maintain his or her employment; or,
 - 31.9.3 A Disability Pension (provided the employee participates in the Plan for Hourly Employees' Pensions).

ARTICLE 32. ACCIDENT DISABILITY

- 32.1 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Company will augment the payments the employee receives through Worker's Compensation in the following manner:
 - 32.1.1 For a period of thirteen weeks' absence resulting from any one such accident, the Company shall pay the difference between the amount received from Worker's Compensation and 90% of his/her basic pay.
 - 32.1.1.1 Under no circumstances shall the above language ever result in a reduction of the employee's basic weekly pay.
 - 32.1.2 For the next thirty-nine weeks of absence due to the same accident, the Company will pay the employee the difference between the amount received from Worker's Compensation and one-half of the employee's basic pay.
- 32.2 The payments mentioned in 32.1.1 and 32.1.2 shall be made on the employee's normal payday.

ARTICLE 33. ABSENCE – MISCELLANEOUS

- 33.1 Employees who are absent from work, whether for personal reasons or when incapacitated, must so notify their immediate supervisor as soon as possible after they know that they will not report for work. Failure to do so is sufficient reason to withhold sickness-disability benefits.
- 33.2 Death in the Family. When an employee is absent due to a death in the employee's family, payment shall be made as follows:
- 33.2.1 Three consecutively scheduled working days for the death of an employee's spouse, mother, father, son, daughter, brother or sister.
- 33.2.1.1 In extenuating circumstances, an employee may be allowed up to five (5) additional days off without pay with management's approval. Should this additional time be expected to be taken, the supervisor must be notified and approval must be granted prior to the employee leaving.
- 33.2.2 Two consecutively scheduled working days for the death of an employee's mother-in-law, father-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, aunt, uncle, brother-in-law, sister-in-law or other relative of the employee who lived in the employee's household at the time of death.
- 33.2.3 Death in the family benefits will not be paid for any "step" or "half" relationships except as detailed in 33.2.2.
- 33.2.4 Should a death in an employee's family covered by this Section 33.2 occur during an employee's scheduled vacation, the employee will, upon request, be placed on bereavement leave. If the scheduled vacation time and the bereavement period coincide, employees may choose to take any of the remaining scheduled vacation time on their scheduled work day(s) that immediately follow the end of the bereavement leave, or subject to the applicable contract provisions on rescheduling vacation, may reschedule that time at a later date.
- 33.3 Visit to Company Doctor. When the Company requires a visit to the Company doctor, an employee will be excused from regular duty without loss of basic pay.
- 33.4 Jury Duty. Employees absent from their duties with the Company because of jury duty shall receive their basic hourly wage rate for scheduled time lost.
- 33.4.1 Employees engaged in jury duty shall, while temporarily excused

from attendance in court, report and make themselves available for work during scheduled time of one-half day or more, as circumstances reasonably will permit.

- 33.5 Witness. Employees absent from their duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one day's absence with pay if they are not involved in the case in a manner discreditable to themselves or the Company. Payment shall be at the basic rate of pay for all hours the employee is required to be absent up to a maximum of eight (8) hours.
- 33.6 Union officers and representatives shall suffer no loss of basic pay for the time spent with representatives of management to discuss grievances and complaints. The company will pay up to three (3) Union representatives for reasonable time spent in bargaining a new labor agreement.
- 33.7 Voting Time. Upon arrangement for a time which will conflict the least with the requirements of the service, an employee entitled to vote shall suffer no loss of basic pay for reasonable time off to vote in any general, national, state, or county election. This will apply only to an employee who could not reasonably be expected to vote on the employee's own time.
- 33.8 Military Reserve Training. Regular full-time employees who attend military reserve training in the U.S. Armed Forces will be paid the difference, if any, between the total pay they receive from the government for the 14-day tour of duty and their basic wage rate for 10 workdays, provided the military pay is the lower of the two. This payment will not exceed 10 days in any calendar year. For the purpose of this contract, "Armed Forces" shall include the Army, the Air Force, the Navy, the Marine Corps, the Coast Guard, and the National Guard. Proof of pay received for reserve training must be provided to the Company.

ARTICLE 34. RELIEF PERIODS

- 34.1 A fifteen-minute relief period shall be granted or assigned to all inside employees for each scheduled four-hour tour worked; it shall be assigned not less than forty-five minutes from the start or end of each continuous period of work insofar as practicable.
 - 34.1.1 It is recognized that the normal provisions for scheduled relief periods may not apply when only one person is on duty. In such instances, reliefs should be taken so as not to interfere with service requirements.

ARTICLE 35. WAGE ADMINISTRATION

- 35.1 Exhibit 1 includes the wage schedules which indicate the intervals at which employees covered hereby will be considered for wage increases and basic wage rates at given intervals. The basic hourly wage rate assigned to each employee shall be determined by the following:
- 35.1.1 Job classification.
 - 35.1.2 Attendance, punctuality, ability, application, safety, and conduct, as well as quantity and quality of the employee's work.
 - 35.1.3 Accredited service since the last merited progression increase.
- 35.2 It is recognized that cases may arise where it would be advisable for the Company to grant increases at intervals three months longer than shown on the guide for those employees who are not making satisfactory progress, or to grant increases at shorter intervals than shown on the guide for those employees who are making exceptional progress.
- 35.3 When an increase is granted or withheld, the employee's supervisor shall notify the employee of such action and in those cases where the increase is withheld, the supervisor shall inform the employee of the reason therefore prior to the date on which the increase would have been effective had it not been withheld.
- 35.4 When an employee is needed to work out of classification (within a headquarters location) in the job classification and reporting location affected, management will first take qualified volunteers in order of seniority, highest to the lowest. The temporary assignment of work will be offered every 20 workdays. If the number of volunteers is insufficient, management will assign the least senior qualified employee(s).
- In situations where management needs to send employees out of their headquarters location to work, management will take qualified volunteers in order of seniority from the entire headquarters location. Such assignments shall be offered every 20 workdays. If the number of volunteers is insufficient, management will assign the least senior qualified employee(s).
- 35.4.1 When an employee performs work in the higher classification for a minimum of one hour, the employee's rate of pay will be adjusted to the next higher wage rate in the higher rated classification.
- 35.5 When an employee is reclassified from a lower to a higher wage schedule, the employee's rate of pay on the new wage schedule shall be adjusted to the next higher wage rate above the employee's present rate.
- 35.6 When an employee is reclassified from a higher to a lower wage schedule,

such employee at the time of reclassification shall be reduced to the next lower wage rate on the new wage schedule.

35.6.1 When an employee, in lieu of layoff, is reduced to the next lower wage in a lower wage schedule and within three years returns to the wage classification from which he/she was laid off, the employee will be returned to the same step that he/she was on at the time of layoff.

35.7 All wage progressions shall be based on the intervals in the wage schedules applying to the particular work classification in which the employee is actually working. The wage schedules are set forth in Exhibit I attached hereto and made a part of these Agreements.

ARTICLE 36. MISCELLANEOUS

36.1 It is agreed by the parties hereto that the provisions herein contained shall constitute all conditions of employment of the employees covered hereby; and the parties hereto further agree that no issue involving conditions of employment not covered herein will be raised for arbitration by either of the parties hereto during the term of these Agreements.

36.2 It is recognized that the employees are obligated to adhere to written Company practices which are not in conflict with these Agreements.

36.3 Nothing in these Agreements shall be construed to require either of the parties hereto to act contrary to any State or Federal law or regulation. In the event that any such condition arises, it is agreed that these Agreements shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

Exhibit 1

Wage Schedules

Wage Schedule 1

Interval	Current Rate	\$0.39		
		Top Wage 1/1/2017	Effective 1/1/2018	Effective 1/1/2019
Start	\$10.20	\$10.20	\$10.20	\$10.20
6 Mo.	\$10.72	\$10.72	\$10.72	\$10.72
12 Mo.	\$11.28	\$11.28	\$11.28	\$11.28
18 Mo.	\$11.94	\$11.94	\$11.94	\$11.94
24 Mo.	\$12.66	\$12.66	\$12.66	\$12.66
30 Mo.	\$13.46	\$13.46	\$13.46	\$13.46
Top	\$14.61	\$15.00	\$15.00	\$15.00

Job Title: Retail Sales Consultant

Wage Schedule 2

Effective 1/1/2017

Interval	Wage Rate
Step 1 (0-6 Months)	\$11.75
Step 2 (6-12 Months)	\$12.00
Step 3 (12-18 Months)	\$12.25
Step 4 (18-24 Months)	\$12.50
Step 5 (24-30 Months)	\$12.75
Step 6 (30-36 Months)	\$13.25
Step 7 (36-42 Months)	\$13.75
Step 8 (42-48 Months)	\$14.25
Step 9 (48 or more Months)	\$15.00

Job Title: Credit and Collections Associate

Exhibit 1**Wage Schedule 3A**

Interval	Current Rate	\$250	\$250	Effective 5/6/2018	\$250
		Lump 9/15/2016	Lump 5/7/2017		Lump 5/5/2019
Start	\$9.52	\$9.52	\$9.52	\$9.66	\$9.66
6 Mo.	\$10.40	\$10.40	\$10.40	\$10.56	\$10.56
12 Mo.	\$11.36	\$11.36	\$11.36	\$11.53	\$11.53
18 Mo.	\$12.42	\$12.42	\$12.42	\$12.61	\$12.61
24 Mo.	\$13.56	\$13.56	\$13.56	\$13.76	\$13.76
30 Mo.	\$14.80	\$14.80	\$14.80	\$15.02	\$15.02
36 Mo.	\$16.17	\$16.17	\$16.17	\$16.41	\$16.41
42 Mo.	\$17.67	\$17.67	\$17.67	\$17.94	\$17.94
Top	\$19.30	\$19.30	\$19.30	\$19.59	\$19.59

Job Title(s): Business Sales & Service Consultant Group A
Residential Sales & Service Consultant Group A

Wage Schedule 4

Interval	Current Rate	Effective	Effective	Effective	Effective
		5/8/2016	5/7/2017	5/6/2018	5/5/2019
Start	\$13.04	\$13.30	\$13.57	\$13.84	\$14.19
6 Mo.	\$13.65	\$13.93	\$14.21	\$14.49	\$14.85
12 Mo.	\$14.28	\$14.56	\$14.85	\$15.15	\$15.53
18 Mo.	\$15.01	\$15.31	\$15.62	\$15.93	\$16.33
24 Mo.	\$15.75	\$16.07	\$16.39	\$16.72	\$17.14
30 Mo.	\$16.63	\$16.96	\$17.30	\$17.65	\$18.09
36 Mo.	\$17.60	\$17.95	\$18.31	\$18.68	\$19.15
42 Mo.	\$18.64	\$19.01	\$19.39	\$19.78	\$20.28
Top	\$19.89	\$20.28	\$20.69	\$21.10	\$21.63

Job Title(s): Reports and Records Representative
Service Clerk

Exhibit 1**Wage Schedule 5**

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$13.39	\$13.53	\$13.66	\$13.80	\$13.94
6 Mo.	\$14.00	\$14.14	\$14.29	\$14.43	\$14.57
12 Mo.	\$14.70	\$14.85	\$15.00	\$15.15	\$15.30
18 Mo.	\$15.43	\$15.58	\$15.74	\$15.89	\$16.05
24 Mo.	\$16.28	\$16.44	\$16.61	\$16.77	\$16.94
30 Mo.	\$17.16	\$17.34	\$17.51	\$17.68	\$17.86
36 Mo.	\$18.31	\$18.50	\$18.68	\$18.87	\$19.06
42 Mo.	\$19.35	\$19.54	\$19.74	\$19.94	\$20.14
Top	\$20.70	\$20.90	\$21.11	\$21.32	\$21.54

Job Title(s): BSOC Support Clerk
 Business Sales & Service Consultant Group 1
 Dispatch Associate Group 2
 Switch Provisioning Specialist Group 2

Wage Schedule 6

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$14.51	\$14.65	\$14.80	\$14.95	\$15.10
6 Mo.	\$15.20	\$15.35	\$15.50	\$15.66	\$15.81
12 Mo.	\$15.96	\$16.12	\$16.28	\$16.45	\$16.61
18 Mo.	\$16.77	\$16.94	\$17.11	\$17.28	\$17.45
24 Mo.	\$17.70	\$17.88	\$18.06	\$18.24	\$18.42
30 Mo.	\$18.75	\$18.94	\$19.13	\$19.32	\$19.51
36 Mo.	\$19.89	\$20.09	\$20.29	\$20.49	\$20.69
42 Mo.	\$21.19	\$21.40	\$21.61	\$21.83	\$22.05
Top	\$22.71	\$22.93	\$23.16	\$23.40	\$23.63

Job Title(s): Accounting Analysis Clerk
 Dispatch Associate Group 1
 Switch Provisioning Specialist Group 1
 Activity Screener

Exhibit 1**Wage Schedule 6B**

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$15.31	\$15.61	\$15.92	\$16.24	\$16.65
6 Mo.	\$16.04	\$16.36	\$16.69	\$17.02	\$17.45
12 Mo.	\$16.84	\$17.17	\$17.52	\$17.87	\$18.31
18 Mo.	\$17.74	\$18.10	\$18.46	\$18.83	\$19.30
24 Mo.	\$18.77	\$19.15	\$19.53	\$19.92	\$20.42
30 Mo.	\$19.89	\$20.28	\$20.69	\$21.10	\$21.63
36 Mo.	\$21.17	\$21.59	\$22.02	\$22.46	\$23.02
42 Mo.	\$22.62	\$23.07	\$23.53	\$24.00	\$24.60
Top	\$24.28	\$24.77	\$25.26	\$25.77	\$26.41

Job Title(s): Senior Accounting Clerk

Wage Schedule 7

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$15.78	\$16.09	\$16.41	\$16.74	\$17.16
6 Mo.	\$16.61	\$16.94	\$17.28	\$17.62	\$18.06
12 Mo.	\$17.49	\$17.84	\$18.20	\$18.56	\$19.03
18 Mo.	\$18.48	\$18.85	\$19.22	\$19.61	\$20.10
24 Mo.	\$19.60	\$19.99	\$20.39	\$20.80	\$21.32
30 Mo.	\$20.86	\$21.28	\$21.70	\$22.14	\$22.69
36 Mo.	\$22.27	\$22.72	\$23.17	\$23.63	\$24.22
42 Mo.	\$23.88	\$24.35	\$24.84	\$25.34	\$25.97
Top	\$25.81	\$26.33	\$26.85	\$27.39	\$28.08

Job Title(s): Collector/Maintainer
Public Access Sales Technician

Exhibit 1**Wage Schedule 8**

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$17.02	\$17.36	\$17.71	\$18.06	\$18.52
6 Mo.	\$17.90	\$18.25	\$18.62	\$18.99	\$19.47
12 Mo.	\$18.95	\$19.33	\$19.71	\$20.11	\$20.61
18 Mo.	\$20.06	\$20.46	\$20.87	\$21.29	\$21.82
24 Mo.	\$21.35	\$21.78	\$22.21	\$22.66	\$23.22
30 Mo.	\$22.76	\$23.22	\$23.68	\$24.15	\$24.76
36 Mo.	\$24.48	\$24.97	\$25.47	\$25.98	\$26.63
42 Mo.	\$26.31	\$26.84	\$27.38	\$27.93	\$28.62
Top	\$28.62	\$29.19	\$29.78	\$30.37	\$31.13

Job Title(s): Construction Technician

Wage Schedule 9

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$17.09	\$17.43	\$17.78	\$18.13	\$18.59
6 Mo.	\$18.03	\$18.39	\$18.76	\$19.13	\$19.61
12 Mo.	\$19.07	\$19.45	\$19.84	\$20.23	\$20.74
18 Mo.	\$20.26	\$20.66	\$21.08	\$21.50	\$22.04
24 Mo.	\$21.59	\$22.02	\$22.46	\$22.91	\$23.49
30 Mo.	\$23.08	\$23.54	\$24.01	\$24.49	\$25.10
36 Mo.	\$24.84	\$25.34	\$25.84	\$26.36	\$27.02
42 Mo.	\$26.82	\$27.35	\$27.90	\$28.46	\$29.17
Top	\$29.23	\$29.82	\$30.41	\$31.02	\$31.80

Job Title(s): Facility Locate Assigner
Sales and Service Technician II
Sales and Service Technician II - Fiber
Senior Construction Technician
Vehicle Maintenance Mechanic

Exhibit 1**Wage Schedule 10**

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$17.47	\$17.82	\$18.18	\$18.54	\$19.00
6 Mo.	\$18.42	\$18.79	\$19.17	\$19.55	\$20.04
12 Mo.	\$19.53	\$19.92	\$20.31	\$20.72	\$21.24
18 Mo.	\$20.74	\$21.15	\$21.58	\$22.01	\$22.56
24 Mo.	\$22.09	\$22.54	\$22.99	\$23.45	\$24.03
30 Mo.	\$23.71	\$24.19	\$24.67	\$25.16	\$25.79
36 Mo.	\$25.53	\$26.04	\$26.56	\$27.09	\$27.77
42 Mo.	\$27.60	\$28.16	\$28.72	\$29.29	\$30.03
Top	\$30.14	\$30.74	\$31.36	\$31.99	\$32.79

Job Title(s): Building Services Technician
Vehicle Maintenance Technician

Wage Schedule 11

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$18.09	\$18.45	\$18.82	\$19.20	\$19.68
6 Mo.	\$19.11	\$19.49	\$19.88	\$20.28	\$20.79
12 Mo.	\$20.26	\$20.67	\$21.08	\$21.50	\$22.04
18 Mo.	\$21.54	\$21.97	\$22.41	\$22.86	\$23.43
24 Mo.	\$22.99	\$23.45	\$23.92	\$24.40	\$25.01
30 Mo.	\$24.67	\$25.16	\$25.67	\$26.18	\$26.83
36 Mo.	\$26.62	\$27.15	\$27.70	\$28.25	\$28.96
42 Mo.	\$28.86	\$29.44	\$30.03	\$30.63	\$31.39
Top	\$31.57	\$32.20	\$32.85	\$33.50	\$34.34

Job Title(s): Business Response Technician
Network Provisioning Technician - Switching
Network Provisioning Technician - Transport
Network Technician
Sales and Service Technician I
Real Estate Technician

Exhibit 1**Wage Schedule 12**

Interval	Current Rate	Effective 5/8/2016	Effective 5/7/2017	Effective 5/6/2018	Effective 5/5/2019
Start	\$18.12	\$18.48	\$18.85	\$19.22	\$19.70
6 Mo.	\$19.31	\$19.69	\$20.09	\$20.49	\$21.00
12 Mo.	\$20.61	\$21.02	\$21.44	\$21.87	\$22.42
18 Mo.	\$22.16	\$22.60	\$23.06	\$23.52	\$24.10
24 Mo.	\$23.93	\$24.41	\$24.90	\$25.40	\$26.03
30 Mo.	\$25.97	\$26.48	\$27.01	\$27.55	\$28.24
36 Mo.	\$28.46	\$29.03	\$29.61	\$30.20	\$30.95
42 Mo.	\$31.45	\$32.08	\$32.72	\$33.38	\$34.21
Top	\$35.13	\$35.83	\$36.55	\$37.28	\$38.21

Job Title(s): Customer Engineer - Data Applications

Section 2 – Application of Wage Guides

- 2.1 New inexperienced employees shall be employed at the starting rate applying to the position title classification. New experienced employees may be employed at a rate commensurate with the employee's ability and experience in the position title being applied for, provided, however, that the rate determined is mutually agreeable to the Company and the Union.
- 2.2 Employees transferred into this contract from other employee units in the Company will be granted such credit as the Company deems equitable in each specific case.

Section 3 – Premium Payments

- 3.1 A premium of \$1.25 per hour will be paid for any hour or portion thereof worked between 10:00 p.m. and 6:00 a.m. This premium does not apply when any other premium or overtime is applicable.

Exhibit 1

Section 4 – In-Charge and Residential Escalations Differential

- 4.1 When a Construction Technician or a Senior Construction Technician is assigned by management to be in-charge of a line crew, for a minimum of one (1) hour, the employee shall receive a differential of \$1.00 per hour above the employee's basic rate for all hours worked or fraction thereof during the period of the assignment.
- 4.2 When an employee is assigned by management to be in charge of a work group of three (3) or more other employees, for a minimum of one (1) hour, the employee shall receive a differential of \$1.00 per hour above the employee's basic rate for all hours worked or fraction thereof during the period of the assignment.
- 4.3 Assignments to in-charge will be on a voluntary basis.
- 4.4 **Effective January 1, 2017, employees assigned to the Residential Escalations Work Group will no longer receive the In-Charge Differential that had previously been applied to their base wage. In place of the In-Charge Differential, and also effective January 1, 2017, employees assigned to the Residential Escalations Work Group will receive a Residential Escalations Differential of one dollar and twenty five cents (\$1.25) above the employee's basic rate for all hours worked or fraction thereof during the period of the assignment.**

Section 5 – Evening Parking Accommodations

- 5.1 The Company will provide parking facilities adjacent to or within the same block of the building for employees whose tour begins or ends between the hours of 7:01 p.m and 6:59 a.m.

Section 6 – Political Action Committee Deductions

- 6.1 The Company shall make collection by payroll deduction, upon signed authorization by the employee, for IBEW Local Union 723's Political Action Committee and shall pay monthly to the designated representative of the Union the total amount thus deducted. Any cost incurred shall be paid by the Union.

Exhibit 1

Section 7 – Business Sales & Service Consultant

- 7.1 Effective on or after January 1, 2013 (the actual effective date to be determined at the Company's discretion), the Business Sales & Service Consultant Groups will be re-named and receive wage treatment, as follows:
- a. Business Sales & Service Consultant – Group 1 will be re-named to Business Sales & Service Consultant – Group A and will be compensated according to the compensation structure provided for in Section 7.2.
 - b. Business Sales & Service Consultant – Group 2 will be re-named to Business Sales & Service Consultant – Group B and will be compensated according to the compensation structure provided for in Section 7.3.
- 7.2 Group A Compensation Structure
- a. For calendar year 2013, Business Sales and Service Consultants – Group A will be provided with the option of (1) remaining on wage schedule 6, or (2) moving to wage schedule 3A and the Business Sales & Service Consultant – Group A Incentive Compensation Plan.
 - b. Effective January 1, 2014, all Business Sales and Service Consultants – Group A who did not elect to move to wage schedule 3A and the Business Sales & Service Consultant – Group A Incentive Compensation Plan for 2013 will be moved to wage schedule 3A and the Business Sales & Service Consultant – Group A Incentive Compensation Plan.
 - a. Participation in the Business Sales & Service Consultant – Group A Incentive Compensation Plan is subject to the provisions of the Plan and the Business Sales & Service Consultant – Group A Incentive Compensation Plan MOA.

Exhibit 1**7.3 Group B Compensation Structure**

- a. The applicable Base Wage Rates for Business Sales & Service Consultant – Group B employees are as follows:

	Starting Base Rate	Post-Certification Base Rate	Silver Achievement Level	Gold Achievement Level
Through 12/31/2016	\$11.50	\$12.50	+\$1.75/hr	+\$3.00/hr
Effective 1/1/2017	\$12.00	\$13.00	+\$1.75/hr	+\$3.00/hr
Effective 7/2/2017	\$12.50	\$13.50	+\$1.75/hr	+\$3.00/hr
Effective 1/1/2018	\$12.75	\$13.75	+\$1.75/hr	+\$3.00/hr
Effective 1/1/2019	\$13.00	\$14.00	+\$1.75/hr	+\$3.00/hr

- i. Base Rate Changes – base rates will be set quarterly based on the employee's results in the preceding quarter, and will remain at the set rate for a period of three months.
- ii. Criteria for Silver and Gold Compensation Levels:
- The Company will provide thirty (30) days notice of the criteria to be used in determining Silver and Gold compensation levels.
 - The Company retains the right to determine the criteria to be used. Such criteria may include, but is not limited to, the following: Revenue per Call (Net Sales per Call); Monthly Net Revenue; Calls per Hour; Average Handle Time; Availability; Quality (including Supervisory Observations), Customer Satisfaction, and Schedule Adherence.
- b. Business Sales & Service Consultant – Group B employees will participate in a sales incentive compensation plan. The objectives, measurements, and targets applied to Business Sales & Service Consultant – Group B employees participating in the sales incentive compensation plan may differ from those applied to Business Sales & Service Consultant – Group A employees or to employees in other job titles.
- i. Business Sales & Service Consultant – Group B employees will not participate in any other incentive plans. However, the Company

Exhibit 1

reserves the right to create and/or add additional incentive plans and/or performance pay plans as the needs of the business dictate.

- 7.4 The duties of employees in the two (2) Business Sales & Service Consultant Groups are the same.
 - a. Unless specifically provided otherwise, employees in the two (2) Business Sales & Service Consultant Groups will be considered one (1) classification.
- 7.5 The duties of employees in the two (2) Business Sales & Service Consultant Groups include, but are not limited to:
 - a. Sales and billing/collections duties;
 - b. All duties of the Credit and Collection Associate title; and,
 - c. Repair duties, including but not limited to interfacing with customers regarding (and performing work associated with) pending orders, repair requirements and repair resolution.

The provisions of this Section 7 supersede any other provisions in the CBA that would provide different treatment than is provided for above.

Section 8 – Credit and Collection Associate

- 8.1 **Effective January 1, 2017 the new Wage Schedule 2 for the Credit and Collection Associate classification will be as follows:**

Wage Schedule 2

<u>Interval</u>	<u>Wage Rate</u>
Step 1 (0-6 Months)	\$11.75
Step 2 (6-12 Months)	\$12.00
Step 3 (12-18 Months)	\$12.25
Step 4 (18-24 Months)	\$12.50
Step 5 (24-30 Months)	\$12.75
Step 6 (30-36 Months)	\$13.25
Step 7 (36-42 Months)	\$13.75
Step 8 (42-48 Months)	\$14.25
Step 9 (48 or more Months)	\$15.00

The provisions of this Section 8 supersede any other provisions in the CBA that would provide different treatment than is provided for above.

Exhibit 1

Section 9 – Dispatch Associate

- 9.1 Effective June 1, 2011, the Lead Dispatch classification was re-named to “Dispatch Associate”.
- a. All existing Lead Dispatch Clerks hired into the Lead Dispatch Clerk classification prior to June 1, 2011, were re-titled Dispatch Associate – Group 1 and remain on wage schedule 6.
 - b. All existing Dispatch Clerks hired into the Dispatch Clerk classification prior to June 1, 2011, were re-titled to Dispatch Associate – Group 1 and were upgraded from wage schedule 5 to wage schedule 6. The Dispatch Clerk classification was eliminated from the agreement.
 - c. New and existing employees hired into the Dispatch Associate classification on or after June 1, 2011 will be titled as Dispatch Associate – Group 2. Effective April 19, 2013, Dispatch Associate – Group 2 employees will be placed on wage schedule 5.
- 9.2 The duties of employees in the two (2) Dispatch Associate Groups are the same.
- a. Unless specifically provided otherwise, employees in the two (2) Dispatch Associate Groups will be considered one (1) classification.

The provisions of this Section 9 supersede any other provisions in the CBA that would provide different treatment than is provided for above.

Section 10 – Residential Sales & Service Consultant

- 10.1 Effective on or after January 1, 2013 (the actual effective date to be determined at the Company’s discretion), the Residential Sales & Service Consultant Groups will be combined and/or re-named and receive wage treatment, as follows:
- a. Those employees in Residential Sales & Service Consultant – Group 1 will move to Residential Sales & Service Consultant – Group A and the compensation structure provided for in Section 10.2. Residential Sales & Service Consultant – Group 1 will be eliminated from the agreement.
 - b. Residential Sales & Service Consultant – Group 2 will be re-named to

Exhibit 1

Residential Sales & Service Consultant – Group A and will remain on the compensation structure provided for in Section 10.2.

- c. Residential Sales & Service Consultant – Group 3 will be re-named to Residential Sales & Service Consultant – Group B and will remain on the compensation structure provided for in Section 10.3.

10.2 Group A Compensation Structure

- a. The applicable Base Wage Rates for Residential Sales & Service Consultant – Group A appear in wage schedule 3A.
- b. Residential Sales & Service Consultant – Group A employees will be eligible to participate in the Residential Sales & Service Consultant – Group A Incentive Compensation Plan, subject to the provisions of the Plan and the Residential Sales & Service Consultant – Group A Incentive Compensation Plan MOA.

10.3 Group B Compensation Structure

- a. The applicable Base Wage Rates for Residential Sales & Service Consultant – Group B employees are as follows:

	Starting Base Rate	Post-Certification Base Rate	Silver Achievement Level	Gold Achievement Level
Through 12/31/2016	\$11.00	\$12.00	+\$1.75/hr	+\$3.00/hr
Effective 1/1/2017	\$11.50	\$12.50	+\$1.75/hr	+\$3.00/hr
Effective 7/2/2017	\$12.00	\$13.00	+\$1.75/hr	+\$3.00/hr
Effective 1/1/2018	\$12.25	\$13.25	+\$1.75/hr	+\$3.00/hr
Effective 1/1/2019	\$12.50	\$13.50	+\$1.75/hr	+\$3.00/hr

- i. Base Rate Changes – base rates will be set quarterly based on the employee’s results in the preceding quarter, and will remain at the set rate for a period of three months.

Exhibit 1

- ii. Criteria for Silver and Gold Compensation Levels:
 - The Company will provide thirty (30) days notice of the criteria to be used in determining Silver and Gold compensation levels.
 - The Company retains the right to determine the criteria to be used. Such criteria may include, but is no limited to, the following: Revenue per Call (Net Sales per Call); Monthly Net Revenue; Calls per Hour; Average Handle Time; Availability; Quality (including Supervisory Observations), Customer Satisfaction, and Schedule Adherence.

b. Residential Sales & Service Consultant – Group B employees will participate in a sales incentive compensation plan. The objectives, measurements, and targets applied to Residential Sales & Service Consultant – Group B employees participating in the sales incentive compensation plan may differ from those applied to Residential Sales & Service Consultant – Group A employees or to employees in other job titles.

- i. Residential Sales & Service Consultant – Group B employees will not participate in any other incentive plans. However, the Company reserves the right to create and/or add additional incentive plans and/or performance pay plans as the needs of the business dictate.

10.4 The duties of employees in the two (2) Residential Sales & Service Consultant Groups are the same.

- a. Unless specifically provided otherwise, employees in the two (2) Residential Sales & Service Consultant Groups will be considered one (1) classification.

10.5 The duties of employees in the two (2) Residential Sales & Service Consultant Groups include, but are not limited to:

- a. Sales and billing/collections duties;
- b. All duties of the Credit and Collection Associate title; and,
- c. Repair duties, including but not limited to interfacing with customers regarding (and performing work associated with) pending orders, repair requirements and repair resolution.

The provisions of this Section 10 supersede any other provisions in the CBA that would provide different treatment than is provided for above.

Exhibit 1

Section 11 – Switch Provisioning Specialist

- 11.1 New and existing employees hired into the Switch Provisioning Specialist classification on or after June 1, 2011 will be titled as Switch Provisioning Specialist – Group 2. Effective April 19, 2013, Switch Provisioning Specialist – Group 2 employees will be placed on wage schedule 5.
 - a. All existing Switch Provisioning Specialists hired into the Switch Provisioning Specialist classification prior to June 1, 2011, were re-titled to Switch Provisioning Specialist – Group 1 effective June 1, 2011, and remain on wage schedule 6.
- 11.2 The duties of employees in the two (2) Switch Provisioning Specialist Groups are the same.
 - a. Unless specifically provided otherwise, employees in the two (2) Switch Provisioning Specialist Groups will be considered one (1) classification.

The provisions of this Section 11 supersede any other provisions in the CBA that would provide different treatment than is provided for above.

Section 12 – Job Classification Combinations & Redesignations

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

<u>Current Title/Classification</u>	<u>New Title/Classification</u>
Business Zone Technician I	Sales and Service Technician I
Customer Zone Technician II	Sales and Service Technician II *
Fiber Network Field Technician	Sales and Service Technician II – Fiber *
<p><i>* The job duties and responsibilities of the Sales and Service Technician II and Sales and Service Technician II – Fiber classifications will be the same; these two classifications shall be treated as one classification, except that for purposes of the scheduling of tours, the scheduling of vacation time, overtime administration, and force adjustments under Article 17, they shall be treated as separate classifications. Should the Company or Union see the need in the future to discuss this treatment of these classifications, the responsible officials of the Company and the Union will meet and confer over the matter.</i></p>	
Customer Zone Technician III	Utility Worker
Lineworker	Construction Technician

Exhibit 1

Cable Splicer	Senior Construction Technician
Network Technician	Network Provisioning Technician – Switching*
	Network Provisioning Technician – Transport*
* <i>Note: current Network Technicians will populate new titles based on their current job function (Switching or Transport)</i>	
Customer Zone Technician I	Network Technician
Switching Services Support Representative	Dispatch Associate
Dispatch Associate	
Customer Saves Representative	Residential Sales and Service Consultant
Residential Sales and Service Consultant	

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

ALLTEL PENSION CONVERSION

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions concerning the Plan for Hourly Employees' Pensions.

For employees whose coverage under the plan was effective November 1, 1993, the Plan will provide for recognition of accredited service for pension eligibility and calculation as outlined below.

Frontier will provide a defined pension plan benefit based upon the greater of:

- A. an ALLTEL accrued defined pension plan benefit as of the Closing Date of the exchange of properties (without consideration of any ALLTEL profit sharing benefit, if applicable) based upon (i) ALLTEL and future GTE average annual compensation for the five consecutive highest paid years and ALLTEL service plus (ii) a future accrual under the GTE defined benefit pension plan commencing on the Closing Date based upon GTE (and not ALLTEL) average annual compensation for the five consecutive highest paid years and GTE service;

OR

- B. the accrued benefit under the GTE defined benefit pension plan as if all ALLTEL service was recognized under the GTE plan.

The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

This Agreement shall become effective May **8, 2016**, and shall remain in effect until midnight, May **9, 2020** and shall automatically continue in full force and effect

thereafter until terminated, or amended, in accordance with the following procedure:

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

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

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

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

**BUSINESS SALES & SERVICE CONSULTANT –
GROUP A INCENTIVE COMPENSATION PLAN**

Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723, agree to the following with respect to the Business Sales and Service Consultant – Group A Incentive Compensation Plan:

1. Business Sales and Service may at any time modify, in whole or in part, the provisions of the Plan. Business Sales and Service may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
2. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on April 19, 2013,¹ 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 Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

¹ This MOA will apply to employees in Business Sales and Service Consultant – Group A when they move to Wage Schedule 3A in accordance with Exhibit 1, Section 7.2, of the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

CLASSIFICATION TITLES

Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723, agree to remove specific Classification Titles and their associated wage schedules from the body of the Collective Bargaining Agreement. The intent of so doing shall be to retain the negotiated titles/wage schedules as noted in the Collective Bargaining Agreement effective January 21, 2001, for future utilization should the need arise to populate these specific classifications in the future. The following classification titles shall not appear in the new Collective Bargaining Contract:

Accounting Clerk	Equipment Planner
Accounting Control Clerk	Facility Assignment Representative
Assignment Representative	Facility Tester
Building Custodian	Frame Attendant
Building Mechanic Helper	Garage Attendant
Building Services Mechanic	Garage Mechanic Helper
Building Services Representative	Housekeeper
Business Response Representative	Information Control Clerk
Business Sales Support Specialist	Mail Machine Operator
Cable Splicer Helper	NOMC Associate II
Cashier	Operator
CBC Representative	Payroll Input Clerk
Coin Telephone Representative	Senior Data Clerk
Customer Assistant	Station Installer Maintainer
Customer Assistant Clerk	Table Analysis Clerk
Customer Representative	Traffic Clerk
Data Clerk	Usage Validation Association
Data Entry Operator	Utility Worker
Data Stock Clerk	VIVID Advocate
Directory Representative	

This Memorandum of Agreement shall be in effect for the life of the Primary Agreement.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

[Existing MOA that was “continued as is” in 2012 MIFA # 2 negotiations]

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

CDL LICENSING/DOT PHYSICALS AND DRUG TESTS

The Company agrees to reimburse those employees in job classifications requiring CDL licenses the difference of costs incurred between renewing an employee's operator license and a Commercial Driver's License (CDL). In addition the Company agrees to reimburse the costs incurred by employees that as a result of State and Federal Law mandates are required to take the DOT Physical and Drug Test.

This agreement is effective upon ratification 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 Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

COMPENSATED AVAILABILITY

In selected classifications and locations, where business needs exist, Compensated Availability will be established.

1. The election to participate in Compensated Availability will normally be voluntary on the part of the employee. However, where business needs exist, management may rotate employees in inverse order of seniority on Compensated Availability.
2. Employees on Compensated Availability shall normally be excused from overtime assignments other than “call-outs” involving critical or emergency services.
3. Such "Compensated Availability" shall be rotated among those qualified employees in the selected classifications and locations by seniority.
 - a. No employee in a work group may be required to work Compensated Availability for more than three (3) weeks during a thirteen (13) week schedule.
 - b. Notwithstanding the provisions of (a) above, an employee may volunteer to work more than three (3) weeks of Compensated Availability if he or she desires to do so.
4. Single assignment on a scheduled day, (8:00 a.m. to 7:59 a.m. the following day), shall be compensated at \$20.00 per day. In the case of a non- scheduled day, (8:00 a.m. to 7:59 a.m. the following day), compensation will be \$30.00 per day and for Holidays (8:00 a.m. to 7:59 a.m. the following day), compensation will be \$35.00. In the case of a weekend only assignment coverage will be from 5:00 p.m. Friday to 8:00 a.m. the following Monday, and compensation shall be \$70.00. In the case of a week assignment, coverage will be from 8:00 a.m. Monday to 7:59 a.m. the following Monday, and compensation will be \$160.00 for the week. (Note: The increases to standby pay negotiated in 2012 MIFA # 2 negotiations will become effective no later than 30 days following ratification.)
5. Employees assigned to “Compensated Availability” must be reachable on their Company-provided cell phone and, in situations where cell service may not be available to an employee, the employee must provide the Company with an alternate telephone number where they can be reached.

6. If work is performed, the employee shall receive the minimum compensation referenced in Article 28.8 for each instance that they are called from home. In addition, the employee shall be paid overtime computed from the time the employee leaves home until returning home.
7. This practice does not supersede normal call-out procedures if additional employees are required to work.
8. Employees assigned to such duty must be available to promptly respond to a call out and accessible during the term of assignment in order to receive compensation.
9. When assigned "Compensated Availability" the employee may be granted permission where practical to take a Company vehicle home if not already participating in Home Dispatch. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not available for personal use.
10. If "Compensated Availability" assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
11. It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums or overtime provisions.
12. When management is aware of a continuous need for "Compensated Availability" prior to the posting of the 13 weeks schedule, management will post a schedule allowing employees to voluntarily bid on available weeks of "Compensated Availability" in order of seniority.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

CREATION OR ELIMINATION OF REPORTING LOCATION(S)

When a new reporting location is created or eliminated and seven (7) or more employees are affected, a general rebid in the job classification and headquarters will be conducted and the 10% unqualified rule will apply.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

CUSTOMER ENGINEER – DATA APPLICATIONS

1. Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723, agree to the provisions concerning the established classification of Customer Engineer – Data Applications set forth in this Memorandum of Agreement.
2. The Customer Engineer – Data Applications classification will be placed on IBEW wage schedule 12.
3. The Company may develop and implement incentive programs which will provide participating Customer Engineers – Data Applications the opportunity to earn cash, merchandise, and/or other awards based on performance in achieving objectives developed and administered solely by the Company. Employees will be responsible for any tax liability that arises out of participation in the incentive program.

The company shall have the responsibility to establish the standards of the program. This is not subject to the grievance and arbitration procedure of the Agreement. However, administration of the program and/or disputes arising from the payment in accordance with the terms of the incentive plan is subject to the grievance and arbitration procedures. It is understood by the parties that there is no guarantee of incentive earnings under this plan.

4. In an endeavor to meet customer demands for service and ensure our continued success, employees may be assigned to a specific customer service order or sales contract. Customers who stipulate a particular Customer Engineer – Data Applications as a condition of their contract with Frontier North Inc. will be accommodated. Such accommodations may require call-outs, overtime, travel, etc. When an employee is required to travel, the Company will provide as much advance notice as possible.
5. Customer Engineers – Data Applications shall work where assigned by the Company and may cross any and all jurisdictional boundaries covered by the CBA between Frontier North Inc. and all unions. However, it is agreed that Customer Engineers from other Bargaining Units may not work within the jurisdictional boundaries of Local 723 unless all Customer Engineers who are members of Local 723 are unavailable and the total number of hours worked by employees from other bargaining units will not exceed the following: 500 hours times the number of Local 723 Customer Engineers up to a maximum of 2,000 hours per calendar year. Should, for any

reason, the number of hours exceed this number in a calendar year, the overrun would be deducted from the allowable number of hours for the next year. Hours of work, overtime, and premium pay and holidays will be in accordance with the provisions of the home CBA. Customer Engineers – Data Applications will be offered travel expenses under the school or expense provisions outlined in Article 23 of the CBA.

6. Professional business attire is required for Customer Engineers – Data Applications.
7. During the initial staffing of the Customer Engineer – Data Applications classification, IBEW bargaining members will be given consideration over non-bargaining unit employees. The parties agree that current employees who demonstrate the required job knowledge and aptitude through passing of the required tests will not be denied the position due to the lack of formal college degree.
8. Customer Engineers – Data Applications may be assigned to Home Dispatch.
9. This Memorandum of Agreement is effective upon ratification and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May **9, 2020**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

DISPATCH CENTER REPORTING LOCATIONS

In recognition of a desire to provide better recognition of seniority and additional flexibility in scheduling Dispatch Associates in the Dispatch Center located at the West Jefferson facility in Fort Wayne, IN (the “Dispatch Center”), the parties agree to the following regarding reporting locations in the Dispatch Center:

1. The Company retains the right to utilize a single or multiple (two (2) or more) reporting location(s) in the Dispatch Center.
2. As soon as administratively feasible following ratification of the MIFA # 2 Collective Bargaining Agreement (the “CBA”), the Company will establish six (6) reporting locations for Dispatch Associates in the Dispatch Center, as follows:

<u>Reporting Location</u>	<u>Primary Focus</u>
Reporting Location 1 –	Michigan
Reporting Location 2 –	Indiana
Reporting Location 3 –	Circuits
Reporting Location 4 –	Dispatch Support (formerly the NDC First Shift)
Reporting Location 5 –	After Hours Dispatch Work (formerly the NDC Second Shift)
Reporting Location 6 –	After Hours Dispatch Work (formerly the NDC Third Shift)

Note: The creation of these six (6) reporting locations does not necessarily mean that the performance of any particular type of dispatch work will be exclusively reserved to any particular reporting location.

To the extent these six (6) reporting locations are first bid in the middle of a calendar year (outside the annual rebid process described in Section 3, below) the bid process will be as follows:

- a. Reporting Locations 1, 2 and 3 will be bid in seniority order by all Dispatch Center employees who held the Dispatch Associate title on the date the MIFA # 2 agreement is ratified. Work schedules for these reporting locations will be bid concurrently.

- b. Reporting Locations 4, 5 and 6 will not be rebid – the former NDC employees will remain in Reporting Locations 4, 5 and 6 for the balance of the calendar year (subject to any subsequent rebids as referenced in Section 4a, below).
3. Annual Reporting Location Rebid: All Dispatch Center reporting locations will be rebid annually, in order of seniority, by all Dispatch Associates in the Dispatch Center; this annual rebid should be completed no later than December 1 of each calendar year.
 - a. Except as provided in Section 3a.(i) below, the annual reporting location rebid may not result in any reporting location having more than ten percent (10%) of the employees in that reporting location who are unqualified.
 - (i) The first (1st) annual reporting location rebid following April 19, 2013, may not result in any reporting location having more than twenty percent (20%) of the employees in that reporting location who are unqualified.
 - b. The effective date for movement from one (1) reporting location to another as a result of an annual reporting location rebid may vary, but will generally fall near the beginning of the first quarter of a calendar year.
 - c. First quarter (13-week) work schedules for the calendar year under consideration will be bid concurrently with the annual reporting location rebid.
 - d. Upon completion of the annual reporting location rebid, vacation schedules for the calendar year under consideration will be bid in accordance with the Collective Bargaining Agreement.
4. Changes to Reporting Location Structure: Reporting locations may be combined, added and/or eliminated at any time and as determined necessary by management based on management's assessment of the needs of the business.
 - a. Should there be a need to combine, add, and/or eliminate reporting location(s), the Company will give the Union 30-days notice prior to implementation of the new reporting location structure.
 - b. To the extent seven (7) or more employees are affected by the new reporting location structure, the Company will conduct a general rebid of all reporting location(s) in the Dispatch Center, provided that this process may not result in any reporting location having more than ten percent (10%) of the employees in that reporting location who are unqualified.
5. Should it become necessary for the Company to temporarily assign one (1) or more employees from one (1) reporting location to another, such reassignment will

be considered a schedule change and such schedule changes will be administered in accordance with Article 16, Section 16.2.

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

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

DRUG AND ALCOHOL POLICY

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

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

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

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

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

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

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

FLOATING HOLIDAYS

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

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

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

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

GRIEVANCE MEDIATION

Effective upon ratification, the Company and the Union agree to the following guidelines for a Grievance Mediation process:

1. Upon mutual agreement between the Company and the Union, a grievance may be taken to mediation.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one principal spokesperson and may have additional witnesses at the mediation conference.
4. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
5. Proceedings before the mediator shall be informal in nature and evidence is not limited to that presented during the grievance proceedings. The rules of evidence do not apply and no record of the mediation conference will be made.
6. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
7. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate advisory decision.
8. The mediator shall state the grounds of the advisory decision.
9. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
10. If no settlement is reached at mediation, the Union can then proceed with the arbitration process.
11. The decision to arbitrate must be made within thirty (30) days following the mediation conference.

12. If a grievance, which has been mediated, subsequently goes to arbitration, the mediator cannot serve as arbitrator. Nothing said or done by the mediator or by either party (for the first time in the mediation conference) may be used in the arbitration.
13. The mediator shall conduct no more than three (3) mediation conferences per day.
14. The Company and the Union will each pay one-half (1/2) of the mediator's fee and expenses.
15. The Company will pay one-half (1/2) the wages of the grievant or the Steward for time spent participating in the mediation conference.

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

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723
HOME DISPATCH

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree to continue the Home Dispatch Program, which will operate under the following provisions.

1. The Company shall determine the eligible job classifications and work groups. The Company may establish eligibility criteria for participation in the Home Dispatch Program. The Home Dispatch Program may be presented on an individual basis or to groups of employees, at the Company's discretion.
2. Participation in the Home Dispatch Program will be voluntary; however, employees who elect to participate will be required to remain in the program for a minimum of thirteen (13) weeks.
3. Under this program, employees will report directly to a work site or sites and will travel on their own time. The scheduled workday will commence at the time designated by management, and the employee's scheduled tour will begin at the designated work site. The employee's first and last assignments should normally be within the Headquarters that serves as their headquarters location. On occasions when the first or last assignment is outside the Headquarters, employees will be paid for the reasonable time to travel from their headquarters location to the first job site or return to their headquarters location from the last job site.
4. Employees who participate will be furnished a company vehicle for travel to and from work. These vehicles will be used only for business purposes. Travel to and from home shall not be paid.
5. Employees must live within twenty-five (25) miles of their headquarters location to be eligible to participate in the Home Dispatch Program. Should the employee live beyond the twenty-five (25) mile limit, the Company may make an exception based on individual circumstances.
6. Employees will not be required to use personal time to maintain company vehicles. However, they shall be responsible to adhere to vehicle maintenance schedules for their assigned Company vehicle in accordance with the Company's preventive maintenance program.

7. Employees will be expected to exercise good judgment in the use, storage and care of the Company vehicle.
8. The contents of this Memorandum of Agreement shall be subject to the Grievance and Arbitration procedures as set forth in Articles 11 and 12.
9. The Company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.
10. Should an employee's Headquarters location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the thirteen (13) weeks minimum participation period.
11. Should the Company decide to discontinue the program, a thirty (30) day notice will be given to the local union and employees who are participating. Employees desiring to discontinue participation may be required to provide a thirty (30) day notice. Employees who deviate from the provisions of the program may be removed from participation at management's discretion.
12. This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May **9, 2020**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

LATERAL BOARD – NETWORK TECHNICIAN

When the Company posts a vacancy on the internal job posting system (lateral board), all Network Technicians interested in moving to a different reporting location (within a headquarters) shall submit, in writing, notification to their supervisor within ten (10) calendar days. The Company will then fill the vacancy in accordance with Article 16.1.1.2 of the agreement. The subsequent vacancy created by the aforementioned lateral move will then be matched against the remaining employee notifications of interest. If management determines that an interested, qualified employee can be moved from his/her current location to the newly vacated location without negatively impacting the operation of the business, then that employee may move laterally to the desired location. This process may be extended a second time at management's discretion.

This Memorandum of Agreement is effective May 6, 2012, 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 Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723
LAYOFF

When there are laid off/force adjusted employees, the Company and the Union agree that qualified IBEW employees within the headquarters (as defined in Article 9.11) will be considered for vacancies before the positions are filled with any other candidates. It is the employee's responsibility to notify the Company at the time he/she submits his/her self nomination form that he/she is laid off or force adjusted.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

LODGING

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree that in accordance with Article 23.3, Expense Allowance both parties understand the following additional provision for employee lodging:

1. Employees who are assigned work sixty (60) miles or more away from their normal headquarters location will attempt to obtain lodging at or below the daily allowance of **\$55.00**. Reservations should be made prior to arrival, with the support of their supervisor and/or administrative support team.
2. Should clean, comfortable lodging not be available at or below the authorized rate, the employee will contact their supervisor and request authorization to make accommodations at a higher rate.
3. After authorization the employee will obtain a receipt for lodging and provide it for reimbursement by the company on their expense report for the entire lodging bill.
4. When reimbursed for lodging by receipt, the lodging allowance provided for by the article cited above will not be provided.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723
MAKE-UP TIME

It is understood that the purpose and intent of Article 16.2.3 will be reviewed with all employees in an effort to provide for consistent application. Make-up time, as arranged under 16.2.3, does not count as an occurrence of absence.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

MODIFIED WORK SCHEDULE

The Company and the Union agree to establish for the classification of the Accounting Analysis Clerks and all classifications within the Business Sales & Service Center, a workweek consisting of four nine (9) hour days and one four (4) hour day.

1. Management will select the job classification, reporting locations, and occasions where the modified work schedules will apply. The modified schedules will be scheduled Monday through Friday, unless mutually agreed otherwise by employee(s) and management.
2. Overtime – Overtime will be paid for hours worked in excess of nine (9) in any one day or forty (40) hours in any one week.
3. Holidays
 - A. Weeks which contain a recognized holiday as described in Article 31.1 shall be scheduled on the basis of five (5) eight (8) hour tours.
 - B. Floating Holiday payment will be made on the basis of scheduled hours per day. However, employees cannot use their floating holiday on their scheduled 1/2 day of work. Employees on the Modified Work Schedule will not gain an advantage of Floating Holiday hours over someone on five (5) eight hour tours.
4. Vacation – Vacation shall be paid on the basis of forty (40) hours for the week not worked; for day-at-a-time vacation, employees shall be paid on the basis of their scheduled hours. An employee who schedules vacation on their 1 four (4) hour day will be paid on the basis of four (4) hours and be charged a half day of vacation. Employees on the Modified Work Schedule will not gain an advantage of vacation hours over someone on five (5) eight hour tours.
5. Authorized Paid Absences – Under Article 33 where payment is provided for authorized absences, the pay will be on the basis of their scheduled hours.
6. Short Term Disability (STD) Benefits – STD Payments will be made on the basis of scheduled hours.
7. If the Company deems it advisable to post a 13 week schedule which will include a modified workweek, it shall be done in accordance with Article 16 in the current Agreement.

8. Disputes over the intended use of the four nine (9) hour and one four (4) hour tours shall be subject to the grievance-arbitration procedure.
9. The terms of this Agreement shall take precedence over the principal agreement between the parties.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

PREFERENTIAL SCHEDULING PLAN

The Company and the Union agree to continue the Preferential Scheduling Plan within the Consumer Sales & Solution Center and Business Sales & Billing Center work groups in accordance with the office force management system which has been selected for use by the Company from time to time. The term of the Agreement shall take precedence over the principal Agreement between the parties.

This Memorandum of Agreement shall remain in full effect until May **9, 2020**.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723

RECLASSIFICATION OF NETWORK BZT I'S in 2006 NEGOTIATIONS

RECLASSIFY: Business Zone Technician I's* working primarily network activity/circuits

TO: Customer Zone Technician II**

WAGE SCHEDULE: Hourly wage rate grandfathered at WS 11

JOB DUTIES: BZT'Is reclassified to the CZT II classification as a result of 2006 negotiations will in priority order perform business network activity, insofar as service requirements permit. Business network activities and special circuits will be the job responsibility/function of the CZT II classification.

* Re-designated to Sales and Service Technician I in 2012 negotiations

** Re-designated to Sales and Service Technician II in 2012 negotiations

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

**RESIDENTIAL SALES & SERVICE CONSULTANT –
GROUP A INCENTIVE COMPENSATION PLAN**

Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723, agree to the following with respect to the Residential Sales and Service Consultant – Group A Incentive Compensation Plan:

1. Residential Sales and Service may at any time modify, in whole or in part, the provisions of the Plan. Residential Sales and Service may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
2. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on April 19, 2013,² 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 Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

² For employees who were formerly in Residential Sales and Service Consultant – Group 1, the terms of this MOA will apply on or after January 1, 2013 (the actual effective date to be determined at the Company's discretion). See Exhibit 1, Section 10.1, of the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

RETAIL SALES INCENTIVE COMPENSATION PLAN

Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723, agree to the following with respect to the Retail Sales Incentive Compensation Plan:

1. Retail Sales and Service may at any time modify, in whole or in part, the provisions of the Plan. Retail Sales may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
2. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on April 19, 2013, 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 Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723
SALES AND SERVICE TECHNICIAN I

The parties agree that a Sales and Service Technician I who either successfully completes a Frontier climbing course, or who has completion of a climbing course on his/her training record as of the effective date of this agreement, will have bumping rights to the job classification of Sales and Service Technician II. This agreement, however, will not reduce the affected employee's right to bump beyond what exists today.

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

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

SALES AND SERVICE TECHNICIAN II – FIBER

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

1. The title Sales and Service Technician II – Fiber will be placed on Wage Schedule 9 of the collective bargaining agreement. This title will be responsible for tasks assigned by the Company in connection with service order and repair activity on fiber network facilities between and including the customer-serving terminal and into the customer’s premise, as well as installation activity at the fiber hub. These tasks will include, but not be limited to, installation and maintenance of voice, data and video equipment and/or service at the customer premise, in addition to providing revenue enhancing offers to the customer. It is understood that the installation of the Optical Network Terminal (ONT) may be assigned to other job titles at the Company’s discretion.
2. The Company reserves the right to establish work schedules consistent with the collective bargaining agreement, requirements for training, selection, certification, Frontier Business Attire, appearance and other requirements for Sales and Service Technician II – Fiber.
3. These positions will be staffed, for a period of time to be determined by the Company, from existing Sales and Service Technician II’s who meet all requirements set by the Company. In making these selections, the Company will consider the employee’s seniority but reserves the right to make these designations on its determination of the employee meeting its requirements.
4. Future positions will be filled according to the Job Application Procedures outlined in Article 19. Candidates for these positions will be required to pass appropriate testing and all other requirements for this position as determined by the Company.

This Memorandum of Agreement is effective on May 6, 2012.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

TEN HOUR/FOUR DAY WORKWEEK

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

1. Management will select the job classification, reporting locations, and occasions where the "four-ten" schedules will apply. The "four-ten" schedules shall include at least two consecutive days off. Employees will not be scheduled on both a Saturday and Sunday on the same weekend. Employee(s) and management may mutually agree to waive the foregoing restrictions on the scheduling of "four-ten" workweeks.
2. Overtime – Overtime will be paid for hours worked in excess of ten (10) in any one day or forty (40) in any one week.
3. Holidays
 - A. Weeks which contain a recognized holiday as described in Article 29.1 shall be scheduled on the basis of five (5) eight (8) hour tours.
 - B. Floating Holiday payment will be made on the basis of a ten (10) hour day with the opportunity to make up time during any week if applicable. Employees on 4/10's will not gain an advantage of floating holiday hours over someone on five (5) eight hour tours.
4. Vacation – Vacation shall be paid on the basis of forty (40) hours for the week not worked or ten (10) hours for day at a time vacation. Employees on 4/10's will not gain an advantage of vacation hours over someone on five (5) eight hour tours.
5. Authorized Paid Absences – Under Article 33 where payment is provided for authorized absences, the pay will be up to ten (10) hours per day.
6. Short Term Disability (STD) Benefits – STD Payments will be made on the basis of a ten (10) hour day.
7. If the Company deems it advisable to post a 13 week schedule which will include a ten hour, four-day workweek, it shall be done in accordance with Article 16 in the current Agreement.

8. Disputes over the intended use of "four-ten" hour tours shall be subject to the grievance-arbitration procedure.
9. Under Article 27 if employees report in person at their assigned reporting locations, they will be paid a minimum of five (5) hours.

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

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

TERMINATION PAY

1. Frontier North Inc. (“the Company”) and International Brotherhood of Electrical Workers, Local Union 723, agree that employees force reduced under Article 17 who have not been offered the Income Security Plan (ISP) shall be permitted to elect Termination Pay in place of bumping or lay off with recall rights.
2. Regular full time employees with accredited service of one (1) year or more are eligible for Termination Pay.
3. Eligible employees will receive Equivalent Pay 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 Termination Pay is not prorated for any partial year of service.
4. 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 above.
5. Employees electing Termination Pay will receive a lump sum payment for the entire amount of the Termination Pay, paid in the month following the month in which the employee leaves the service of the Company.
6. The services of employees receiving Termination Pay shall be completely terminated and no further obligation rests upon the Company with respect to that employee.
7. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for any termination benefits including ISP and/or any ISP replacement or supplement. In subsequent terminations to which this Memorandum is applicable, the employee shall receive the difference between the termination benefits for which he or she is presently eligible and any benefits previously received.
8. All benefits payable under Termination Pay are subject to legally required deductions.
9. Termination Pay 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. Neither the determination of a surplus condition, eligibility for Termination Pay, or any part of Termination Pay or this Memorandum shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
11. This Memorandum of Agreement is effective 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 Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723
UTILITY WORKER

Management stipulates that the implementation of the Utility Worker classification will not be the cause of layoff in related classifications, nor will present employees in related classifications be reclassified to the Utility Worker classification.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

VACATION AND FLOATING HOLIDAY ANNUAL BID GUIDELINES

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions concerning the Annual Bid for full weeks off using Vacation and Floating Holidays. During this annual bid the following process will apply:

1. A vacation scheduling group (“group”) will consist of all employees in a classification within a single reporting location.
2. Floating holidays will be bid in the same manner and at the same time as vacations. All employees must bid five (5) Floating Holidays as a full week.
3. Minimum Monthly Allotment Formula for Annual Bid: The number of weeks the Company will make available for bid during each calendar month of the year being bid will at minimum equal 10% of the total of (a) the sum of the group’s annual allotted vacation weeks PLUS (b) the sum of the group’s annual full Floating Holiday weeks.
 - a. Fractions: If this formula results in a fraction, the number will be rounded up or down to the nearest whole number. Fractions ending in “.5” will be rounded up to the nearest whole number.
4. Designation of Weeks Available During Annual Bid Process: Using the minimum number of weeks that must be made available for bid during each calendar month (as calculated under Section 3), management will designate the number of weeks that will be available for bid during each calendar week of the calendar month, subject to the following:
 - a. For the purposes of this Memorandum of Agreement, any calendar week (Sunday through Saturday) which begins during the calendar month will be considered to be in the calendar month.
 - b. During the annual bid process, management guarantees that a minimum of one (1) week will be available for bid each calendar week in that calendar month, even in the event that the formula in Section 3 does not result in the availability of at least one (1) week available for bid during each calendar week of a calendar month.

- c. Example: In a calendar month with five (5) calendar weeks, eight (8) weeks of availability per month could be split up as follows:
- First calendar week: one (1) week is made available for bid;
 - Second calendar week: two (2) weeks are made available for bid;
 - Third calendar week: two (2) weeks are made available for bid;
 - Fourth calendar week: two (2) weeks are made available for bid; and,
 - Fifth calendar week: one (1) week is made available for bid.
5. After the annual vacation scheduling process and if work requirements permit, requests to reschedule selected vacation/ Floating Holiday weeks, or to schedule any remaining unscheduled Floating Holiday(s), will be granted on a first-come, first served basis.

This Memorandum of Agreement is effective on May **8, 2016**, and will 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 Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

VEHICLE MAINTENANCE TECHNICIAN

The Company requires that all Vehicle Maintenance Technicians hold and maintain either an ASE-Certified Master Automobile Technician certification or an ASE-Certified Master Medium/Heavy Truck Technician certification (National Institute for Automotive Service Excellence).

Vehicle Maintenance Technician candidates who are otherwise qualified but lack the aforementioned certification, can be selected for a Vehicle Maintenance Technician vacancy, but must obtain either an ASE-Certified Master Automobile Technician certification or an ASE-Certified Master Medium/Heavy Truck Technician certification within two (2) testing periods (usually twelve (12) months) from their date of hire or placement into the classification.

For Frontier North Inc.:

For IBEW Local 723:

Robert J. Costagliola
Senior Vice President, Labor Relations

Bruce Getts
Business Manager

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

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 723

RESIDENTIAL CALL CENTER REPORTING LOCATIONS

In an effort to provide greater recognition of seniority and additional flexibility in the scheduling of employees in the Residential Call Center located at the West Jefferson facility in Fort Wayne, IN (the “Residential Center”), the parties agree to the following regarding reporting locations in the Residential Center:

1. The Company retains the right to utilize a single or multiple (two (2) or more) reporting location(s) in the Residential Center.
2. Effective March 24, 2013, the Company established four (4) reporting locations for Residential Sales and Service Consultants in the Residential Center, as follows:

Reporting Location Primary Focus

Reporting Location 1 – Residential Online

Reporting Location 2 – Residential Empowered Leader Line (“ELL”)

Reporting Location 3 – Residential Customer-Facing Chat (“CRC” or “Chat”)

Reporting Location 4 – Residential Team Lead

Note: The creation of these four (4) reporting locations does not necessarily mean that the performance of any particular type of work performed in the Residential Center will be exclusively reserved to any particular reporting location.

3. Annual Reporting Location Rebid: All Residential Center reporting locations will be rebid annually, in order of seniority, by all Residential Sales and Service Consultants in the Residential Center; this annual rebid should be completed no later than October 15 of each calendar year.
 - a. Employees who have been disciplined as outlined below within the past 12 months will not be permitted to work in Reporting Locations 2, 3 and 4:
 - Verbal Warning level or higher for a Conduct infraction

- Written Warning level or higher for Total Job Performance (TJP) infractions
- Written Warning level or higher for an Attendance infraction
- I. To the extent an employee in Reporting Location 2, 3 or 4 is disciplined for a conduct infraction, total job performance, or attendance, the employee will be moved to Reporting Location 1 as soon as administratively feasible. Should the Company determine it is necessary to replace that employee in his/her original reporting location, the Company will rebid that reporting location position, in order of seniority, among all eligible Residential Sales and Service Consultants in the Residential Center.
- b. The effective date for movement from one (1) reporting location to another as a result of an annual reporting location rebid may vary, but will generally fall near the beginning of January of each calendar year.
- c. Upon completion of the annual reporting location rebid, vacation schedules for the calendar year under consideration will be bid in accordance with the Collective Bargaining Agreement.
- 4. Changes to Reporting Location Structure: Reporting locations may be combined, added and/or eliminated at any time and as determined necessary by management based on management's assessment of the needs of the business.
 - a. Should there be a need to combine, add, and/or eliminate reporting location(s), the Company will give the Union 30-day's notice prior to implementation of the new reporting location structure.
 - b. To the extent seven (7) or more employees are affected by the new reporting location structure, the Company will conduct a general rebid of all reporting location(s) in the Residential Center.
- 5. Should it become necessary for the Company to temporarily assign one (1) or more employees from one (1) reporting location to another, such reassignment will be considered a schedule change and such schedule changes will be administered in accordance with Article 16, Section 16.2.

This Memorandum of Agreement is effective retroactive to **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 Frontier North Inc.:

For IBEW Local 723:

Peter Homes
Director, Labor Relations

Corey Lehman
IBEW Local 723, Business Manager

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

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

NETWORK PROVISIONING TECHNICIAN – SUPPORT

This Memorandum confirms that Frontier North Inc. (the “Company”) and International Brotherhood of Electrical Workers, Local Union 723 (the “Union”) have agreed the new job title of “Network Provisioning Technician – Support”³ will be placed on Wage Schedule 11 of Appendix 2 to the MIFA # 2 Collective Bargaining Agreement (the “CBA”).

At the present time the Company’s best good faith estimate is that the Company will initially post up to 10 Network Provisioning Technician – Support vacancies. In order to ensure the successful establishment of this new function, it is critical that these initial vacancies be filled with qualified individuals with experience in circuit testing and circuit provisioning. These initial vacancies will be staffed from experienced existing employees who bid on the vacancies and who meet all qualifications set by the Company. In making these selections, the Company will consider the employee’s seniority but reserves the right to make designations on its determination of the employee meeting its qualifications. To the extent an insufficient number of experienced employees bid on and meet all qualifications set by the Company for these initial positions, the Company may choose to fill the vacancies with external candidates who meet its qualifications.

The parties understand that the requirements for any future vacancies in this title may vary from the qualifications set by the Company for the initial vacancies.

This Memorandum of Agreement (“MOA”) is effective on November 1, 2015, and will be incorporated into the CBA as a new subsection of Exhibit 1 in the CBA.

For Frontier North Inc.:

For IBEW Local 723:

Michael Kruger
Director, Labor Relations

Bruce Getts
Business Manager

³ The current non-negotiated job description for the Network Provisioning Technician – Support title is attached for informational purposes.