FRONTIER

January 4, 2024

Memorandum of Understanding

Between

Citizens Telecom Services Company, LLC Technical Support Organization (TSO) Work at Home

Frontier Communications

and

Communications Workers of America, District 6

2024 Texas TSO (WAH) NEGOTIATIONS SETTLEMENT AGREEMENT

This Memorandum of Understanding ("MOU") dated, January 4, 2024, (which includes all of the attachments hereto) is agreed to by and between Citizens Telecom Services Company, LLC Technical Support Organization (TSO) Work at Home (hereinafter referred to as the "Company" or "Frontier") and Communications Workers of America, District 6 (hereinafter referred to as the "Union" or "CWA"), in settlement of all items regarding 2024 negotiations between the parties.

It is agreed that this MOU and the new collective bargaining agreement between the Company and the CWA shall become effective on the date of ratification, unless a different effective date is specifically stipulated herein, and shall remain in effect through 11:59 p.m. on January 8, 2028, when the collective bargaining agreement shall be subject to termination in accordance with Article 23.

Except as otherwise provided herein, the new collective bargaining agreement shall consist of the provisions of the existing agreement, excluding any provisions that expire by their own terms and have not been specifically renewed, and as modified by the provisions of the January 4, 2024, Settlement Agreement MOU. The provisions of this MOU will be incorporated into the collective bargaining agreement between the Company and the Union.

January 4, 2024

Unless the parties have specified different effective dates, the provisions of this MOU will be effective on the date of ratification, if, and only if, the Company receives from the Union, on or before January 19, 2024, written notice that this MOU was ratified by the results of the voting in the bargaining units represented by the Union.

This MOU shall constitute a signed extension of the parties' collective bargaining agreements through the date on which this MOU is ratified. If this MOU is not ratified on or before the ratification deadline date set forth above, the parties' collective bargaining agreements shall remain extended subject to the right of either party to terminate the extensions upon 30 calendar days' written notice to the other of its desire to do so.

The Union agrees to support this Settlement and recommend ratification of this Settlement to their membership.

For Frontier:

Rick Carpenter

Rick A. Carpenter
Director, Labor Relations

Dated: January 4, 2024

For Communications Workers of America

Sherron Molina

Sherron Molina
CWA Representative

Dated: January 4, 2024

January 4, 2024

Attachment 1 to Frontier Settlement Proposal

➢ **Modify Article 23 - DURATION OF AGREEMENT, as follows:**

23.1 This Agreement shall become effective upon ratification.,

23.2 This Agreement shall continue in full force and effect until 11:59 p.m. on **January 8, 2028** ~~January 13, 2024~~, and it shall be automatically renewed and continued in effect from year to year thereafter unless written notice of termination is given by either party to the other at least sixty (60) days prior to **January 8, 2028** ~~January 13, 2024~~, or the expiration date of any succeeding annual period. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Company and the Union.

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Attachment 2 to Frontier Settlement Proposal

➢ **Modify Article 11 - HOLIDAYS, as follows:**

11.1 The following days are currently observed as holidays by the Company:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

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January 4, 2024

Attachment 3 to Frontier Settlement Proposal

Modify Article 9 – Wages, as follows:

All active Allen TSO bargaining unit employees on Frontier's payroll at the time of ratification of the **2024** ~~2019~~ Allen TSO Agreement will **receive General Wage Increases, as long as they are actively employed, as highlighted on the TSO Technician Wage Schedule below** ~~be placed on the TSO Technician Wage Schedule effective the first pay period following ratification. Placement on a wage progression step of the TSO Technician Wage Schedule will reflect an employee's current service with Frontier, unless placement on that step would result in a reduction to an employee's current hourly base wage rate. (In such case an employee will be moved to the appropriate higher wage progression step that is greater than the employee's current hourly base wage rate)~~.

~~General Wage Increases (GWIs) will occur as noted below.~~

- ~~GWIs effective the first pay period following the contract anniversary date in 2021-2.0%, 2022-2.0%, and 2023-2.0% (Actual effective date for the GWIs TBD based on the contract ratification date.)~~

TSO Technician Wage Schedule

General Wage Increase		1.5%*	1.5%	1.5%	1.5%	1.5%	1.5%	2.0%	1.5%
Effective Date	**Current**	**1/14/24***	**7/14/24**	**1/13/25**	**7/13/25**	**1/11/26**	**7/12/26**	**1/10/27**	**7/11/27**
Start	$17.44	**$17.70**	**$17.97**	**$18.24**	**$18.51**	**$18.79**	**$19.07**	**$19.45**	**$19.74**
12 months	$18.19	**$18.46**	**$18.74**	**$19.02**	**$19.31**	**$19.60**	**$19.89**	**$20.29**	**$20.59**
24 months	$18.94	**$19.22**	**$19.51**	**$19.80**	**$20.10**	**$20.40**	**$20.71**	**$21.12**	**$21.44**
36 months	$19.84	**$20.14**	**$20.44**	**$20.75**	**$21.06**	**$21.38**	**$21.70**	**$22.13**	**$22.46**
48 months	$20.69	**$21.00**	**$21.32**	**$21.64**	**$21.96**	**$22.29**	**$22.62**	**$23.07**	**$23.42**
60 months	$23.50	**$23.85**	**$24.41**	**$24.57**	**$24.94**	**$25.31**	**$25.69**	**$26.20**	**$26.59**

*January 14, 2024 Effective Date is contingent on ratification of a new agreement by January 19, 2024. If a new agreement is not ratified by January 19, 2024, the Effective Date of the initial 1.5% wage increase will be the date of ratification.

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January 4, 2024

Attachment 4 to Frontier Settlement Proposal

➢ **Add the following new Memorandums of Agreement to the parties' Agreement:**

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

COMMUNICATIONS WORKERS OF AMERICA

<u>INCOME SECURITY PLAN (ISP)</u>

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

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

   A. A need to layoff and/or force realign employees in any job title:

   B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.

2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:

   A Accredited service of one year or more;

B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

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

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

4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:

A. ISP Termination Allowance of $1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of $33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.

B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed $750, less withholding taxes, for each completed year of accredited service for a maximum of $3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

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

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

5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance

paid in the month following the month in which the employee leaves the service of the Company.

6. Re-employed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 4 A and B above.

7. All benefits payable under the Plan are subject to legally required deductions.

8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or 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.

9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.

10. This Agreement will be implemented prior to invoking the provisions of Article 17, Force Adjustment, of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.

11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the grievance/arbitration procedure of the Collective Bargaining Agreement.

12. This Memorandum of Agreement is effective on the date of ratification of the 2024 Agreement, and shall expire on January 8, 2028. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on January 8, 2028, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS	COMMUNICATIONS WORKERS OF AMERICA
______________________	______________________
Rick A. Carpenter Director – Labor Relations	Sherron Molina CWA Representative
______________________	______________________
Date	Date

FRONTIER

January 4, 2024

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

COMMUNICATIONS WORKERS OF AMERICA

<u>INCOME SECURITY PLAN – ENHANCED (EISP)</u>

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

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

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

   A. A need to layoff and/or force realigns employees in any job title.
   B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.

3. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created, or will create a surplus in any job title in any work group and/or work location; regular employees meeting the following qualifications shall be eligible for Plan participation:

A. Accredited service of one year or more.
B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

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

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

5. For those employees who are eligible in accordance with Sections 2 and 3, the Company will provide the following EISP Termination pay benefits:

   A. EISP Termination Allowance of $2,200, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of $66,000 prior to withholding taxes. The EISP Termination Allowance is not prorated for any partial year of service.

   B. In addition to the EISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with EISP benefits an EISP Expense Allowance not to exceed $750, less withholding taxes, for each completed year of accredited service for a maximum of $3,750 prior to withholding taxes. The EISP Expense Allowance is not prorated for any partial year of service.

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

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

6. Employees eligible for the (EISP) Enhanced Termination Allowance in accordance with Section 3 will receive a lump sum payment for the entire amount of the EISP

Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.

7. Reemployed employees must complete one (1) full year of accredited service with the Company before becoming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for (EISP) Enhanced Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 5 A and B above.

8. All benefits payable under the Plan are subject to legally required deductions.

9. Termination benefits shall not be made if the termination is the result of any sale or disposition by the Company, of the exchange or office at which the employee is working, or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.

10. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such thirty (30) calendar day period.

11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.

12. This Memorandum of Agreement is effective on the date of ratification of the 2024 Agreement and shall expire on January 8, 2028. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on January 8, 2028, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS

Rick A. Carpenter
Director – Labor Relations

Date

COMMUNICATIONS WORKERS OF AMERICA

Sherron Molina
CWA Representative

Date