

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

Section 1 General

- 1.1 The Company may establish and staff Work-at-Home (WAH) operations in any of its business operations as it deems appropriate. The wages, benefits eligibility and coverage, and other terms and conditions of employment for employees deployed in a WAH arrangement shall be governed by the applicable provisions of this Agreement, except as modified by the following terms, conditions, and principles for working-at-home. Work-at-Home arrangements will be staffed with employees in their current classifications.
- 1.2 Before implementing the provisions of this WAH Agreement for any work group or groups, the Company will meet with the Union to present and discuss its plans, including the reporting center(s) and job title(s) covered by those plans. Within 60 days after instituting these WAH plans, the Company and Union will meet to discuss any questions or concerns associated with the implementation of WAH in the group or groups that were discussed under this Section 1.2
- 1.3 Once the provisions of this WAH Agreement has been implemented under this Article for at least 120 days, the Company, upon request by the Union, will meet with the Union once every 4 months to discuss any or all ongoing WAH arrangements then in place. After WAH has been implemented for 12 months or longer, these meetings, if requested, will be held semi-annually.

Section 2 Eligible Employees

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

Company will provide the Union with lists of all employees, by job title and reporting location, who are and are not working from home as of November 8, 2022 and the parties will separately and jointly verify the work groups at each location and the overall accuracy of these lists. For purposes of Section 3.2, any employee who cannot be required to work from home under this Section 2.4 will not be assigned to work from home under Section 3.2

Section 3 Selection of Employees

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

3.1.1 An employee may return to their then-current Company assigned work location with management approval.

3.2 If there are insufficient volunteers to meet the Company's WAH staffing target, employees will be assigned to WAH in inverse seniority order.

3.3 New hires or employees who will be deployed to work from home who are required to attend training or re-training for their position may be required to attend all or a portion of the training or re-training in a location designated by the Company.

Section 4 Home Office Requirements and Parameters

4.1 Adequate space in the employee's residence (or other approved WAH location) with privacy and sufficient electric power and outlets for all equipment necessary to perform the work.

4.2 A workspace free of distractions, preferably one with a door that can be closed for privacy. No obtrusive background noise like the television, conversation, radio, or animals. The workspace must be arranged in such a way that proprietary and confidential Company and customer information cannot be viewed or accessed by anyone in the household.

4.3 A room with good lighting (overhead lighting and a desk lamp if needed) and appropriate temperature control.

4.4 A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.

4.5 Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards. If an employee suffers a work-related injury or illness in their residence, the employee must report the injury or illness in accordance with Company policy and, as applicable, California law.

4.6 High-Speed Internet access meeting technical and other requirements.

4.7 No deed, lease, condominium, HOA or co-op restrictions which would be violated by performance of the work at the residence.

4.8 In the event the Company requires a WAH employee to use Company-provided High-Speed Internet service to conduct Company business, the Company will reimburse the employee for the full cost of

the type of service required to conduct WAH work or, at its option, will provide such service free of charge.

4.9 An employee may designate only one remote WAH location, with Company approval.

Section 5 Equipment

5.1 The Company will provide, and bear the cost of, any special equipment and special services it determines are needed to perform, at home, the duties and responsibilities of the employee's job. To the extent that the Company determines an employee requires an accommodation, the Company will provide equipment and items required by law. All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee, generally twenty-four (24) hours' notice except in exigent circumstances.

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

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

Section 6 Schedule Adherence: Overtime

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

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

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

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

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

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

Section 8 Employee Safety: Ergonomics

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

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

Section 9 Equipment Malfunctions

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

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

Section 10 Reporting Location: Reporting to Locations Other Than Residence

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

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

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

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

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

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

Section 11 Supervisory Evaluation and Oversight

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

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

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

Section 12 Work Stoppage

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

Section 13 New Hire Orientation

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

Section 14 Termination of Program

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

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

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

Section 15 Quarterly In-Office Day

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

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

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

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

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

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

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

The contents of the survey will read as follows:

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

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

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

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

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

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

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