

# MEMORANDUM OF AGREEMENT

BETWEEN

**FRONTIER COMMUNICATIONS CORPORATION**

AND

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

## **2015 CALIFORNIA ACQUISITION-RELATED MEMORANDUM OF AGREEMENT**

By their authorized representatives, and intending to be legally bound, Frontier Communications Corporation ("**Frontier**" or "**Company**") and the Communications Workers of America, AFL-CIO ("**CWA**" or "**Union**") enter into this Memorandum of Agreement ("**MOA**") pertaining to CWA-represented employees in California who will transfer to the Company upon consummation of the transactions contemplated by the *Stock Purchase Agreement* dated February 5, 2015 between Verizon Communications Inc. and Frontier Communications Corporation (as may be amended from time to time, the "SPA") ("**Covered Employees**") and related matters.

All of the terms of this MOA are contingent upon the consummation of the transactions contemplated by the SPA ("**the Closing**"), currently expected to take place on March 31, 2016. The provisions of this MOA are specifically designed to address the transition related to this acquisition and shall expire coincident with each of the 2013 CBAs it has been incorporated into by reference.

In order to forge an ongoing Frontier-CWA partnership that benefits the Citizens of the State of California by providing superior telecommunications services and additional employment opportunities in the State, as well as to benefit the existing CWA-represented California employee workforce to be acquired in this Acquisition, the Company and Union agree, as follows:

### **1. Size of the California Employee Workforce**

- a) **Guaranteed Workforce Size:** the Company commits to maintain a CWA-represented guaranteed workforce size in California which is at least the same number as the number of Covered Employees (full-time equivalents) as of the date of the Closing. As used herein and hereinafter, Covered Employees are those employees who are on the job and actively working or, if not actively working, are on a leave of absence or other authorized absence with a right of continued employment or reinstatement to active employee status with the Company. Further, the parties have agreed that the Company will add **one hundred and fifty (150)** CWA-represented jobs within six (6) months of the date of the Closing as outlined in paragraph 2 below. These jobs will be added to the number of Covered Employees as of the date of the Closing, and that resulting total number will be the Guaranteed Workforce size (full-time equivalents) the Company commits to maintain through the expiration of this MOA, subject to the Temporary Guaranteed Workforce Fluctuations outlined in 1(b) below.
- b) **Temporary Guaranteed Workforce Fluctuations:** this Workforce Size commitment is subject to normal temporary workforce fluctuations associated with employees resigning, retiring, going on approved leaves of absence, etc. and the reasonable amount of time required to replace such losses, provided, however, that that this employment level shall not at any time fall below the Guaranteed Workforce Size for more than 45 consecutive work days, commencing six (6) months after the date of the Closing.

## **2. Affirmation of the Union's Request that Jobs be Added to the California Workforce**

In response to the Union's desire to have work currently performed out of state moved into California and to increase the amount of work performed by the CWA-represented California bargaining units, the Company commits that within six (6) months of the date of the Closing, it will add **one hundred and fifty (150)** CWA-represented jobs to the California workforce to perform the types of work listed below; any applicable recall rights will be honored in filling these positions. The establishment of these new operations in California and these workforce additions may not be construed to mean that the work in question will be performed exclusively by CWA-represented California employees. The foregoing sentence is not intended to affect in any manner the call-routing provisions of paragraph 6 (a) below.

At the present time, the Company is providing its best good faith estimate of the number of jobs it expects to need to add to each of the below-listed work categories based on projected workload and associated staffing needs. The actual number of employees added to each category will depend upon staffing in these job titles at Close (if any), workload projections, and other factors related to the needs of the business, all of which will be explained to and discussed with the Union. The Company and Union will work together cooperatively to staff these positions with qualified employees/applicants as expeditiously as possible.

- a) **Credit and Collections Work (as operated by Frontier)**: this work is not currently being performed in California. The Company will establish a Credit and Collections work operation in Oxnard, California and staff this operation with approximately **75** employees, who will be placed in the Consumer Consultant job title, a new job title which will be added to Wage Schedule 7B.
- b) **Central Office Equipment Installers (COEI) jobs**: the Company will add approximately **20** positions in this classification.
- c) **Field Operations Work**: the Company will add approximately **25** technician positions to the existing outside Field Operations workforce.
- d) **Operator Services Work**: the Company will add approximately **20** positions to the Operator Services workforce in Oxnard, California.
- e) **CPE Customer Support Work**: the Company will establish approximately **10** Business Sales Support Specialist positions to perform CPE customer support work in California.

## **3. Assumption and Extension of the California Collective Bargaining Agreements**

- a) **Assumption of Labor Contract**: the Company commits that it will honor the terms of the 2013 California CBAs it is assuming in this transaction (known as CBA # 4, # 9, and # 504) and any letters of agreements (LOAs) and letters of understating (LOUs) including MOAs, MOUs and all international union, district and local agreements that were valid and enforceable immediately prior to the effective date of this MOA, between CWA and Verizon Communications Inc. not contained in the 2013 CBAs.

- b) **Extension of Labor Contracts:** the Company and the Union agree that the term of the 2013 CBAs, and any letters of agreements (LOAs) and letters of understating (LOUs) including MOAs, MOUs and all international union, district and local agreements that were valid and enforceable immediately prior to the effective date of this MOA will be extended to March 2, 2019 and expire at 11:59 p.m. on that date. The 2013 CBAs are being extended to provide greater stability to CA operations and to extend enhanced job security to Covered Employees (paragraph # 4 below).
  - i. **Commencement of Bargaining:** the Company and the Union agree to commence bargaining at least six (6) months in advance of the expiration date of the extended "core" CBA (# 4) in an effort to avoid bargaining for an extended period beyond the new date when that CBA will expire, as such prolonged bargaining is not uncommon in renegotiating relatively large labor contracts.
  - ii. **Potential Affordable Care Act "Cadillac Tax" Re-opener:** See the Supplemental Memorandum of Agreement attached as "Exhibit I".
- c) **Material Changes to the Labor Contracts:** in the event any material change is negotiated to the 2013 CBAs, including MOAs, MOUs, all LOAs and all international union, district and local agreements that were valid and enforceable immediately prior to the effective date of this MOA, after the date on which this Memorandum of Agreement is executed by the parties, any such change shall not be binding on the Company unless separately approved by the Company in writing.
- d) **General Wage Increases:** in connection with these contract extensions, the Company will grant a 2017 General Wage Increase of two percent (2.0%) effective on March 5, 2017, and a 2018 General Wage Increase of two percent (2.0%) effective on March 4, 2018. These increases will be applied to Wage Schedules in the same manner as General Wage Increases have been previously applied under the 2013 CBAs.

#### 4. **Job Security Protection**

The Company agrees that effective upon the date of Close and through the extended contract expiration dates listed under paragraph 3(b) above, it will not layoff, downgrade or involuntarily terminate the employment, other than for "cause" under and subject to the terms of the applicable California CWA collective bargaining agreement (CBA), of any Covered Employee in the state of California represented by the Union who, as of the date of Close, is actively employed or, if not actively employed, is on a leave of absence or other authorized absence with a right of continued employment or reinstatement.

#### 5. **Job Upgrades**

- a) Accelerate the Timeline for upgrading all CST IIIs to CST IIs: complete all upgrades by July 1, 2016.
- b) Within 60 days after the date of Close, upgrade **35 to 40** FSC Fiber Customer Support Analysts in Oxnard, CA to Fiber Network Technicians; upgrades will be in seniority volunteer order provided the employee meets the minimum qualifications for the Fiber Network Technician job title.

**6. California Sales and Service Center Call Center Call Routing**

- a) **California State-Based Sales and Service Call Routing**: the Company commits that in-bound sales and service calls which are generated within the State of California and are the types of calls currently handled by Covered Employees will first be routed to the CWA-represented California and Missouri call centers; if those call centers are in an overflow situation, calls would then be routed first to other CWA-represented Company on-line call centers, and if those call centers are in an overflow situation, calls would then be routed to other union-represented Company call centers and if those centers are in an overflow state, the calls would then be routed to any available Company call center resources.

Conversely, the California Center will handle overflow calls from other Frontier Call centers in a virtual queue.

- b) **Maintaining the Integrity of this Commitment**: the Company agrees that it will not intentionally undertake any action that in any manner directs in-bound sales and service calls generated outside of California into California for the purpose of triggering the application of the overflow provisions of this Agreement. The Company will meet the Union on a regular basis to discuss how we can collectively make the California Call Centers successful including hiring, training, coaching, incentives, technology improvements and how to create a high performing atmosphere.
- c) **Emergency Situations**: it is understood that there may be isolated situations due to emergencies, such as technology failures, weather or acts of God that close or reduce the capacity of another call center that would require the Company to route calls from other states to California that may create an overflow situation. If there is a dispute over whether there was an emergency warranting an overflow situation described in the preceding sentence, the Company will provide supporting data and documentation upon request within five (5) business day of that request.
- d) **Call Routing Overviews**: the Company will, upon request from the Union, provide an overview of its call centers and the routing process across those centers quarterly beginning July 1, 2016.
7. **California State-Based Collections Call Center Routing**: the Company commits that in-bound collections calls which are generated within the State of California will first be routed to the CWA-represented California call center(s); if those call centers are in an overflow situation, calls would then be routed first to other union-represented Company collections call centers, and if those call centers are in an overflow situation, calls would then be routed to any available Company call center resources.
- a) The provisions of in Paragraph 6 (b), (c) and (d) above shall apply to collections call center routing.

**8. USA - Based Workforce**

As soon as operationally feasible, but no later than December 31, 2016, the Company will eliminate the use of any personnel outside of the United States of America to handle customer service calls, consistent with the Company's customer service philosophy to have a 100% USA - based workforce.

**9. Commitment on California Business Customer Premises Equipment ("CPE") Work**

Within 6 months of close, the Company commits that California Business CPE work that is currently performed by Covered Employees will be assigned to and will be exclusively performed by Covered Employees.

**10. Successorship**

The Company acknowledges and reaffirms language in the California CWA CBAs that binds successors and assigns to the terms of those agreements should there be a consolidation, merger, sale, transfer, reorganization, or assignment of the business.

**11. Restricted Stock Awards**

The Company will award, within 30 days following the date of the Closing, a grant of **100 shares** of the restricted stock of Frontier Communications Corporation to Covered Employees as set forth in and subject to the terms of the Frontier's Restricted Stock Program and attached "**Exhibit II**". The Union and the Company will coordinate on communications of this grant.

**12. Maintaining Positive Labor Relations and Partnering for the Success of the Business Going Forward**

- a) Upon complete execution of this Memorandum of Agreement, the parties will use their best efforts to discuss and prospectively resolve any outstanding grievances, arbitration cases, and unfair labor practice charges that Frontier will or may be assuming responsibility for in connection with this Acquisition.
- b) The Company and the Union will engage in an ongoing **Partnership Forum** process, as set forth in "**Exhibit III**".

**13. Work Apparel**

The Company and Union agree that the Company may, at its discretion, apply the following uniform provisions to any job classification covered by the 2013 CBAs:

- a) A minimum of seven (7) shirts and seven (7) pants/shorts will be issued. Jackets and caps will also be offered. For uniform pants, an option will include wearing pants with twill-type fabric, similar to Carhartt pant fabric. Employees may also elect to purchase and wear Carhartt-type pants provided they conform to the general color and style requirements of pants that are available to employees in the uniform program. (This does not include traditional Levi-style "blue jeans" unless they become an approved item in the uniform program.) Shirts will be labeled with "CWA XXX" on the front of the shirt. To the extent boots are required by law, they will also be supplied by the Company.

- b) Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees, except as permitted by federal labor law.
- c) The Company will issue replacement uniforms or pieces thereof as they become unserviceable due to normal "wear and tear".

#### **14. "One Technician Out" MOA**

See the agreed-to Supplemental Memorandum of Agreement attached as "**Exhibit IV**".

#### **15. Funding for the Alliance**

Over the life of the extended CBAs and commencing after Close and no later than July 1, 2016, the Company will provide funding to The Alliance of at least \$750,000 to supplement Frontier's training programs, funded in no less than equal monthly increments over the life of the 2013 CBAs. Funding may be accelerated at the Company's discretion.

#### **16. Use of Structured Interviews**

The Company believes in hiring the best qualified person for the job and in the case of internal promotions, the Company believes in selecting the most qualified, senior candidate. To that end, the Company will implement its current prevailing practices for interviewing candidates for jobs at Frontier and cease the Verizon approach called "structured interviews." The Company will review its approach to interviewing both external employment candidates and internal candidates with the CWA leaders at least 30 days in advance of the closing.

#### **17. Verizon Safety Compliance Plan**

- a) The Company will implement its current prevailing practices for ensuring all employees are safe and work safe at Frontier and replace the Safety Compliance Plan that Verizon implemented. The Company takes a serious, practical and fair approach to safety compliance. The Company provides regular, at least quarterly if not more frequent, safety training for employees in field operations depending on the job. The Company firmly believes in working with the Union and employees to create a culture of "Safety First."
- b) The Company and the Union will partner to form a Safety Review Committee made up of four (4) Union-designated representatives and employees, and four (4) Company-designated representatives who will set up a process to reward workplace safety and assess workplace accidents severity, responsibility and corrective action and training.
- c) This pilot committee will be set up within 6 months post close in a Local Area Market or "LAM" in California. An HR Leader and Union Leader will work together to form the governance for this committee.
- d) After 6 months of operations, the HR and Union leaders and the Region President will meet to evaluate whether these Safety Review Committees are viable and, if so, whether they should be expanded to other areas of the state or whether a state-wide committee should be established.

#### **18. Network Investment:**

The Company and Verizon are cooperating to apply for Connect America Funds II from the Federal Communications Commission. The Company firmly agrees that investing in underserved and unserved network in California is of paramount priority in this acquisition. Both parties recognize that these investments are critical to advance the economic, social, and employment needs of the Citizens of California.

#### **19. Flexible Use of FNFTs and CST IIs to Meet Customer Service Requirements**

- a) The Company and Union agree that it is in the best interests of customer service excellence, competitiveness, service efficiencies, and developing employee skills for both the Fiber Network Field Technician (FNFT) and Customer Service Technician II (CST II) job titles to perform both fiber-related and copper-related customer service work. Both parties recognize that this will require some employees to be cross-trained. The objective here is to utilize these technicians in a common sense manner to efficiently address recurring workload fluctuations in fiber-related and copper-related customer service work.
- b) This initiative will not involve creating new administrative work groups, so that FNFT and CST II technicians will continue to be treated as separate classifications for purposes of the scheduling of tours, the scheduling of vacation time, and force surpluses.
- c) Before launching this initiative, Company and Union officials will meet to discuss the Company's plans for its implementation and any Union questions or concerns.

#### **20. Incentive Compensation and Sales Activities MOA**

The parties agree to the terms of the Supplemental Memorandum of Agreement entitled "Incentive Compensation and Sales Activities" which appears as "Exhibit V".

#### **21. Cessation of All Union Activity in Opposition to the Proposed Acquisition Transaction**

**CWA Support:** upon complete execution of this Memorandum of Agreement, the CWA agrees that it will support and will not oppose, seek to delay, submit testimony or seek to impose conditions on the proposed transaction regarding Frontier's acquisition of the Verizon Communications operations in California, Texas and Florida in any federal, state or local regulatory or legislative proceeding, including in California Public Utility Commission ("CPUC") Application 15-03-005 and Federal Communications Commission ("FCC") WC Docket No. 15-44. As agreed to by Frontier and CWA and based on applicable regulatory requirements, the CWA will immediately file a written notice with the CPUC and the FCC to withdraw its intervention, opposition, and comments previously filed in the CPUC and FCC pending regulatory proceedings. The CWA will advise CPUC and the FCC in such notice that Frontier and the CWA have entered into an agreement resolving their outstanding issues related to the proposed transaction, the CWA no longer has any objection to the

transaction and the commission approving the transaction, and that the CWA will not be filing any further pleadings, advocating for any conditions related to the transaction or otherwise participating related to the transaction. Further, the CWA will not intervene or participate in any other regulatory or legislative proceedings involving the approval of the proposed transaction, nor will the CWA and its agents, representatives and attorneys engage in any advocacy contrary to this Memorandum of Agreement.


- a) **Joint Press Release:** upon complete execution of this Memorandum of Agreement and within two (2) business days from then, Frontier and CWA will jointly prepare, issue, and present the first Press Release announcing they have reached an agreement furthering their partnership in support of this Acquisition. Before such time, the Company and Union agree not to release any information on the fact they have reached this agreement, except to inform key Company, CWA, and Government officials privately regarding this MOA. The Union will be allowed to release information that they have reached agreement with Frontier to their membership one hour prior to the first Press Release.
- b) **Future Statements about this Acquisition:** upon complete execution of this Memorandum of Agreement, Frontier and CWA agree that they will speak in only positive terms about this Acquisition in all official public statements and in all contacts with public officials and that both Company and Union officers will not in any manner work to undermine this Acquisition or make any negative or otherwise disparaging remarks, or sponsor or condone such activity, about Frontier or CWA regarding this Acquisition.
- c) **Service Quality Proceeding in California:** CWA has actively participated in CPUC Docket R 11-12-001 regarding service quality and has advocated for an immediate network infrastructure audit of Verizon California's network. CWA agrees to work cooperatively with Frontier to identify and address any service quality or network deficiencies in the Verizon California network following closing of the proposed transaction. In light of the identified Connect America Funding (CAF) Frontier expects to receive in California of approximately \$32 million a year (for 6 years) to upgrade network infrastructure to deploy broadband services and the commitments Frontier has made in this MOU, CWA agrees that the infrastructure audit is not necessary at this time and that Frontier should be provided with a reasonable period, at a minimum one year following closing of the proposed transaction, to improve service quality and address any network deficiencies. As agreed to by Frontier and CWA and based on applicable regulatory requirements, CWA agrees to advise the CPUC that CWA agrees the infrastructure audit in CPUC Docket R 11-12-001 should either be eliminated or deferred for at least one year following the closing of the proposed Frontier/Verizon transaction to provide Frontier with an opportunity to address any outstanding service quality and network issues.
- d) **CWA Reservation of Rights:** except as otherwise provided above, post-closure CWA expressly reserves the right to be fully involved in any regulatory proceedings concerning the Company.

## **22. Term of this MOA**

The provisions of this MOA shall be incorporated by reference into each of the applicable California CBAs. The provisions of this MOA shall expire coincident with each of the 2013 CBAs it has been incorporated into by reference.


For the avoidance of any doubt, the terms Union or CWA, as used in this MOA, include the CWA International, CWA District 9, and all of the CWA Locals within District 9 that represent Covered Employees.

### **FOR THE COMPANY**

  
Cecilia K. McKenney  
Executive Vice President, Chief  
Customer Officer

**Dated:** July 24, 2015

### **FOR THE UNION**

  
Thomas Runnion  
International Vice President  
District 9, CWA, AFL-CIO

**Dated:** July 24, 2015

## **EXHIBIT I**

(2015 Acquisition-Related Memorandum of Agreement)

### **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

Between

**FRONTIER COMMUNICATIONS CORPORATION ("Company")**

And

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("Union")**

#### **High Value Health Plan Taxes and Health Plan "Re-Opener"**

This Supplemental Memorandum of Agreement is entered into in anticipation of the federal government's announced plans to impose a tax on any health plans an employer offers that have a total value greater than \$10,200 for single coverage or \$27,500 for family coverage, beginning in 2018; also, the premium thresholds for these high value health plans may be modified from time to time by the federal government. In connection with the extension of the terms of the acquired 2013 California CWA collective bargaining agreements ("2013 CBAs"), the Company and the Union agree as follows with respect to the potential effect of these taxes:

1. To the extent the premiums or premium equivalents for any Health Plan offered by the Company will exceed the government-mandated thresholds and be subject to this "Cadillac Plan" tax, the parties agree that the 2013 CBAs will be "re-opened" for the limited purpose of re-negotiating such Health Plan or Plans in January of 2017.
2. In the event the contract is re-opened for this purpose, the parties specifically agree that, during this period when the CBA is re-opened, there shall be no strike no lock-out. During such negotiations it is the intent of the parties to meet and make a good faith effort to agree upon a new or modified Health Plan or Plans with a total value below the government-mandated Cadillac Plan tax thresholds for all levels of coverage, and to do so in an expeditious manner.
3. Any new or modified Health Plan or Plans agreed to during this re-opener will become effective January 1, 2018.
4. If the parties are unable to reach agreement on a new or modified Health Plan or Plans within 90 days of commencement of negotiations under this agreement, the matter shall be submitted to a major actuarial/benefit consulting firm (that neither party uses or has used in the last two years), selected by the CWA and the Company. The consulting firm's authority shall be to review the plan or plan designs and to select the plan design, or offer an alternative plan design, which will not trigger an excise tax. The consulting firm shall provide its decision no later than 60 days from the date the matter was submitted to them. The consulting firm's decision shall not exceed its authority set forth above. The parties will split the cost of the consulting firm's fees 50%/50%.

This Memorandum of Agreement is effective as of the date of the Closing as defined in the principal MOA to which this Supplemental Memorandum of Agreement is attached, and shall expire on the date on which the 2013 CBAs expire.

## **EXHIBIT II**

(2015 Acquisition-Related Memorandum of Agreement)

### **Restricted Stock Award**

- One-time restricted stock grant of 100 shares to Covered Employees, as defined in the MOA to which this Exhibit is attached
  - Includes Regular and Term full-time Covered Employees who are on active status or who are on an approved short term disability leave of absence or other approved leave of absence; for the avoidance of doubt, temporary, and occasional employees are not eligible
  - Forecasted value between \$500-\$550 (based on current stock price)
- Vesting schedule aligns with anticipated acquisition integration timeline:
  - 3 year cliff vesting (100% ownership at the end of 3 years)
  - Must be actively employed on the date of the Closing to receive unvested awards, except as otherwise provided in this Exhibit
  - Same eligibility for dividends and voting under the Frontier Equity Incentive Plan under the terms of the Company's Restricted Stock Plan, as may be amended by Frontier's Board of Directors from time to time.
- Vesting for **Covered Employees** who receive a grant and are subsequently laid off, involuntarily separated in a reduction in force, retire, die, or go out on long-term disability before 3 years after the date of the Closing, vesting would be accelerated based on their last day worked ("Last Day"), as follows:
  - Last Day is before 1 year after the date of the Closing: 33.3% of the grant
  - Last Day is before 2 years after the date of the Closing: 66.6% of the grant
  - Last Day is before 3 years after the date of the Closing: 100.0% of the grant
- Employees who are involuntarily terminated for cause or resign before the date of the Closing would not be eligible for accelerated vesting, resulting in a forfeiture of grant
- All employees will be required to sign a restricted stock agreement for the grant, otherwise they will forfeit their shares. Online acceptance of awards and administration will be handled by Fidelity ([www.fidelity.com](http://www.fidelity.com)) or the then-current administrator.
- At the time of vesting, shares will be withheld to cover the employee's tax liability

### **EXHIBIT III**

(2015 Acquisition-Related Memorandum of Agreement)

#### **Joint National Frontier/CWA Partnership Forum to Promote the Success and Security of the Business and its CWA-Represented Workforce**

In recognition of the rapid changes that are occurring in the telecommunications industry and the impact these changes have on the Company, the Union, and employees/members, the parties desire to create a Forum to address areas of common interest and promote principles of partnership between the Union and the Company. Specifically this Forum will support the following principles:

1. Establish a forum for business discussion for early communication and discussion between the parties of business developments that affect the Company and the Union and their respective constituencies, including customers, employees/members, government officials and regulators may have.
2. Discuss and review innovative approaches to equip the Company to maintain high levels of excellence in service, operations, products and technology in an increasingly competitive communications marketplace in both traditional and newly emerging technologies. This will improve the employees' competitive responsiveness while protecting and enhancing opportunities for employment security.
3. Improve the communications and relationships between the parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes, competitive threats, cost challenges and developments in both the Union and Company environments.
4. Provide an opportunity for the Union to discuss at a national level various work being contracted out (recognizing that the Company and the Union may have agreed to engage in forums for discussion on the topic of contractors at the state and local level) and for the Unions to suggest how employees might perform the same work in a practical and effective manner that meets the cost and timeline objectives of the business. The Company will consider such suggestions. As appropriate, the parties may mutually agree that such discussions be continued between designated local management and union representatives.
5. Equal number of key Union and Company representatives shall constitute a Forum (unless otherwise waived by a party). For this National Partnership Forum ("NPF"), it is anticipated that the Company attendees would include at least one (1) senior leader with Operations and/or Labor responsibility and one (1) senior level Union leader with telecommunications responsibility at a regional or national level. Union members of the forum would include Local Presidents or national staff Representatives whose position in the Union includes broad authority and responsibilities. Similarly situated Company leaders would also be expected to participate in the Forum.
6. Regional Partnership Forums ("RPFs") will be formed. These Forums will include Company General Managers, Human Resources representatives, Local Union Business Managers, and Local Union Presidents or designees. The number of Regional Forums to be set up and whether they will be joint Forums with the CWA will be decided within six (6) months of the date of the Closing, as defined in the MOA to which this Exhibit is attached.

7. Meetings will be convened by the parties at a mutually agreeable place and time at least, but not limited to, three (3) times per year. The participants in the Forum shall determine its composition, structure, agenda, and operation.

It is intended that each Forum would support, but not displace, the collective bargaining process, the established dispute resolution procedures, and existing local Union-Company collective bargaining agreements and committees.

## **EXHIBIT IV**

(2015 Acquisition-Related Memorandum of Agreement)

### **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

Between

**FRONTIER COMMUNICATIONS CORPORATION ("Company")**

And

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("Union")**

### **PRINCIPLES FOR THE ASSIGNMENT OF WORK**

The following agreement applies to the CWA-represented California workforce the Company is acquiring from Verizon Communications Inc. and will become effective upon the date of the Closing.

To better enable the Company to meet its ever increasing competitive challenges, the Company needs the operational flexibility to improve the customer experience by utilizing a "single tech out" approach to assigning work, as it currently does in all other Frontier locations.

1. In assigning work to employees, the primary objective is to utilize all employees in a common sense manner to complete work, wherever possible, in a single dispatch or work assignment.
  - (a) It is recognized, however, that each job classification has its own set of primary job duties and functions (work jurisdiction) and that work is dispatched or assigned based on those primary areas of work jurisdiction.
2. Accordingly, when an employee is assigned work within his or her job classification, and it is necessary, in order to complete that entire job or work assignment, for the employee to perform work outside of his or her classification, the employee may perform (or be assigned to perform) any of the associated out-of-classification work, provided the employee has, in the Company's judgment, the training, experience, qualifications, and/or equipment needed to safely complete the entire job in a single dispatch or work assignment.
  - (a) Employees are expected to continue the practice of notifying their supervisor if they believe they are unable to safely complete an entire job in a single dispatch or work assignment due to unsafe conditions or due to lack of experience, qualifications and/or equipment.
3. In situations where this requires an employee to perform the work of a higher classification in order to complete a job within his or her primary jurisdiction, the pay treatment shall be in accord with Article 28, Section 2.4 of the parties "core" Agreement.
4. The provisions of this MOA does not apply to situations covered by Article 16 ("Temporary Assignments").

## **EXHIBIT V**

(2015 Acquisition-Related Memorandum of Agreement)

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**  
Between  
**FRONTIER COMMUNICATIONS CORPORATION ("Company")**  
And  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("Union")**

This Supplemental Memorandum of Agreement replaces the April 29, 2014 "Sales Incentive Program" Memorandum of Agreement.

### **Incentive Compensation and Sales Activities**

1. The Company may implement sales, sales referral, incentive, commission, prize and/or award plans and programs as it deems necessary to meet sales or other Company business goals and objectives. These plans and programs may provide employees the opportunity to earn merchandise, cash, meals, trips, recognition, and/or other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company.
2. The Company will provide the Union with reasonable advance notice of any new programs adopted pursuant to this MOA. The Company's current sales referral program is Take the Lead. Upon request, the Company will provide the Union with a report that provides a general overview of a specific incentive program(s), monies paid out to employees year-to-date, and the total number of employees who actually receive awards under such program(s).
3. The development, design, size, frequency, and/or administration of such plans and programs implemented pursuant to this MOA, including the amount of merchandise, cash or other awards earned by employees, are wholly within the discretion of the Company. However, if a dispute arises regarding the amount of the merchandise, cash or other awards of value earned by the participating employees in accordance with the provisions of an incentive plan, such disputes may be resolved through the Grievance and Arbitration procedures set forth in the Labor Agreement.
4. All employees are responsible for promoting the Company's products and services. In addition, all employees are expected to participate in the Company's sales and sales referral plans and programs, and may be required to do so, but only during working hours. The Company will not discipline non-commissioned employees solely on the basis of their sales or sales referral results.
5. This MOA does not apply to any sales incentive or commission plan or program governed by the Sales Incentive Program MOA.