

**MEMORANDUM OF AGREEMENT**  
**between**  
**FRONTIER COMMUNICATIONS CALIFORNIA, INC.**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**DISTRICT 9**

**2018 FRONTIER/CWA CALIFORNIA MEMORANDUM OF AGREEMENT**

Frontier Communications California, Inc. ("**Frontier**") and the Communications Workers of America, AFL-CIO ("**CWA**") hereby enter into this 2018 Memorandum of Agreement ("**2018 MOA**") pertaining to CWA-represented employees in California who are covered by the Collective Bargaining Agreements ("**CBAs**") between Frontier and the CWA that were acquired by Frontier in 2016.

In order to forge a better working relationship and enable Frontier to improve its overall financial condition and competitiveness, the parties have agreed to the following:

**1. Extension of Labor Contracts and General Wage Increases**

- a. **Extension of Contracts**: The term of the 2013 CA CWA CBAs -- known as CBAs # 4 ("**Core**") and # 9 ("**Supply Chain Services**"), the 2015 *California Acquisition-Related Memorandum of Agreement*, the 2016 *California Acquisition-Related Memorandum of Agreement*, and any letters of agreements (LOAs) and letters of understanding (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 are extended from March 2, 2019 to September 5, 2020. These extensions are subject to any modifications made herein to any of the aforementioned agreements, which modifications shall be treated as incorporated by reference into the applicable agreements. CBA # 504 ("**Buried Service Wire**") is being eliminated as part of this MOA and is therefore not being extended.
- b. **General Wage Increases**: in connection with this contract extension, the Company will grant a 2019 General Wage Increase of 2.25 percent (2.25%), effective March 3, 2019, and a 2020 General Wage Increase of 2 percent (2.0%), effective March 8, 2020. These increases will be applied to Wage Schedules in the same manner as General Wage Increases have been previously applied under the 2013 CBAs.

## 2. Elimination of Acquisition-Related Guaranteed Workforce Size Provisions

- a. The Guaranteed Workforce Size provisions contained in Paragraph one, subparagraphs (1)(a) and (1)(b) in their entirety, of the 2015 California Acquisition-Related Memorandum of Agreement are eliminated effective immediately.

## 3. Frame Worker Upgrade Opportunity

- a. As soon as administratively feasible after this MOA has been fully executed but no later than October 1, 2018, the Company will offer all employees currently in the Frame Worker job title the opportunity to voluntarily upgrade to the Customer Service Technician I job title. Employees will be given five (5) work days to decide whether to accept the upgrade.
- b. The upgraded Frame Workers will remain in their current vacation, personal holiday, and scheduling work groups for the balance of 2018, and pursuant to the terms of the *Workgroup MOA*, the parties will discuss in advance the impact on job assignments, vacations, personal holidays, and scheduling of any planned changes in 2019 to the composition of Customer Service Technician I work groups.
- c. The Frame Workers upgraded to Customer Service Technician I will be "grandfathered", that is, they will not be required to meet the job requirements of the Customer Service Technician I job title for working outside of the central office environment.

## 4. Filling of Requisitions for Installation and Repair Job Titles

- a. The Company will fill a total of at least forty (40) requisitions for regular full-time employees in Customer Service Technician II and Fiber Network Field Technician jobs (Installation and Repair or "I&R" jobs) between August 1, 2018 and December 1, 2018. The process for filling these vacancies is set forth below.
- b. The "Priority for Filling Vacancies" MOA will first apply except that Buried Service Wire Technicians will be considered after the 12<sup>th</sup> consideration and before the 13<sup>th</sup> consideration.
- c. **Buried Service Wire (BSW) Technicians** - Consideration for these openings will next be given to qualified Buried Service Wire (BSW) Technicians who apply to fill these I&R positions, which will be either Customer Service Technician II or Fiber Network Field Technician positions ("I&R positions").
  - 1) BSW technicians will be canvassed for interest. This process will be conducted in partnership with the Union. These employees will be given

ten (10) work days to decide whether to accept the opportunity. Bids by BSW Technicians for the vacancies will be in seniority order.

2) The parties will meet on at least two occasions to discuss how to facilitate the filling of the openings.

3) Process

i. A period of up to sixty (60) calendar days will be provided for the interested BSW technicians to prepare to qualify for the I&R positions. This up to 60-day qualifying period will be provided before a BSW technician is actually placed in the I&R vacancy.

ii. During this up to 60-day period, job visits (including "ride-alongs") will be offered to BSW Technicians who have accepted this opportunity.

iii. Effective on the date the BSW Technician begins pole climbing training, he or she will be placed in the I&R job title. BSW technicians

who fail pole climbing will retreat to their previous BSW job. The MOA on Training Failure shall not apply. BSW Technicians who pass pole climbing training will continue their new I&R job title.

d. **Lateral Transfer Canvassing** - Consideration for filling the Remaining I&R openings will next be given via Lateral Transfer Canvassing

1) For the I&R requisitions not sought by the BSW technicians, employees in job titles equivalent to the posted I&R positions will be canvassed for interest in filling those positions via a lateral transfer, and will select vacancies in seniority order; vacancies created by employees laterally transferring into an available I&R position will be backfilled at the same or another location. Any unfilled vacancies will be posted.

2) This canvassing process shall take no more than two (2) calendar weeks to complete and shall be conducted by the Company and Union.

3) The use of Lateral Transfer Canvassing sets no precedent.

e. **Filling Any Remaining I & R Requisitions**

1) The remaining unclaimed I & R requisitions (that is, those not sought by BSW technicians or filled by the Lateral Canvassing Process) will be posted and filled, with all levels of considerations opened up.

- 2) The Company's election to open up all levels of consideration for these vacancies is undertaken at its sole discretion pursuant to its reserved rights under the CBA and sets no precedent.

**5. Elimination of the Buried Service Wire ("BSW") CBA # 504 and Movement of the BSW Employees into the "Core" Contract**

- a. As soon administratively feasible after execution of this MOA but no later than October 1, 2018, the current twenty-one (21) BSW Technicians in the BSW CBA will be moved into CBA # 4 ("Core") and bring with them their current job title and corresponding wage schedule. The Recognition Clause in CBA # 4 shall be treated as modified to incorporate these job titles into that contract.
- b. The current ten (10) BSW Clerks in the BSW CBA will be moved into CBA # 4 ("Core"). As soon administratively feasible after execution of this MOA but no later than October 1, 2018 and effective on the start date of a payroll period, the Company will reclassify and upgrade these ten BSW Clerks to the job title of Business Dispatch and Control Specialist and be placed on the step of the Business Dispatch and Control Specialist Wage Schedule that corresponds to the Step they currently occupy on the BSW Clerk Wage Schedule. The Recognition Clause in CBA # 4 shall be treated as modified to incorporate these job titles into that contract. BSW Dispatch work may be performed by Business Dispatch and Control Specialists.
- c. The following provisions of the BSW CBA will continue to apply to the BSW Technicians transferred into CBA # 4, and to the work that may be performed by that job title, and these provisions will supersede any CBA # 4 provision that is similar to or would conflict with these BSW provisions:
  - 1) Article 11-2 – *Vacations*, until 1-1-2019
  - 2) Article 13-2 – *Workforce Sizing*
  - 3) Article 16-2 - *Outsourcing*
- d. Article 7 – *Contracting of Work* in CBA # 4 shall *not* apply to, cover, or include in any respect Buried Service Wire work contracted by the Company.
- e. For Credited Service and Seniority purposes, the Credited Service and Seniority recognized for BSW employees under the BSW CBA shall be recognized under CBA # 4.
- f. The provisions of this Paragraph 6 shall be treated as incorporated by reference into CBA # 4 and will be placed in CBA #4 as an Appendix, Exhibit or similar document when CBA # 4 is renegotiated.

## 6. Filling of Requisitions for Call Center Job Titles

- a. Residential: The Company will fill a total of twenty-five (25) requisitions for regular full-time employees in one or more of the following job title(s) on Wage Schedule 7A – 70/30 between August 1, 2018 and December 1, 2018:
  - 1) Customer Contact Sales Associate
  - 2) Language Assistance Customer Contact Sales Associate
  - 3) Customer Contact Sales Associate–VCCD
  - 4) Language Assistance Customer Contact Sales Associate–VCCD
- b. Commercial: The Company will fill a total of ten (10) requisitions for regular full-time employees in the Business Customer Representative (Schedule 9A – 90/10) job title between August 1, 2018 and December 1, 2018.

## 7. Apparel Program Changes

- a. The Work Apparel provisions of the 2015 *California Acquisition-Related Memorandum of Agreement* are hereby amended to eliminate the requirement to supply pants from the uniform program provisions; jeans may be worn if neat and clean, and have no tears or holes, etc.
- b. Commencing in August 2018, the Company will provide an allowance of \$125 every other year towards the purchase of work boots by technicians whose jobs require special footwear meeting applicable safety standards and requirements. Effective immediately, this allowance will replace any existing work boot allowance agreement or arrangement.
- c. The agreement to the immediately preceding work boot allowance provision is undertaken without either party waiving any rights it may have to seek enforcement of any potential legal requirements associated with the provision of work boots or an allowance for work boots, and without prejudice to either party's position on whether California law applies to, or is controlling on, any aspect of this issue.

**FOR THE COMPANY**



**Robert J. Costagliola  
Senior Vice President,  
Labor and Employee Relations**

**Dated: July 10, 2018**

**FOR THE UNION**



**Judy RaPue  
Staff Representative  
District 9, CWA, AFL-CIO**

**Dated: July 10, 2018**