

MEMORANDUM OF AGREEMENT

BETWEEN

FRONTIER COMMUNICATIONS CORPORATION

AND

International Brotherhood Of Electrical Workers, AFL-CIO

2015 FLORIDA ACQUISITION-RELATED MEMORANDUM OF AGREEMENT

By their authorized representatives, and intending to be legally bound, Frontier Communications Corporation (“**Frontier**” or “**Company**”) and the **International Brotherhood of Electrical Workers, AFL-CIO** (“**IBEW**” or “**Union**”) enter into this Memorandum of Agreement (“**MOA**”) pertaining to IBEW-represented employees in Florida who will transfer to the Company upon consummation of the transactions contemplated by the *Securities 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**” or “**Close**”), 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 CBAs it has been incorporated into by reference.

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

1. **Assumption and Extension of the Florida Collective Bargaining Agreements (“CBAs”)**

- a) **Assumption of CBAs:** The Company commits that it will honor the terms of the 2014 Florida CBAs it is assuming in this transaction (known as CBA # 11, 13, and 118)¹ 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 IBEW and Verizon Communications Inc. not contained in the CBAs. This includes any CBA provision that restricts the Company’s rights with respect to the use of subcontractors.
- b) **Extension of Labor Contracts**
 - i. The Company and the Union agree that the term of the below-listed CBAs, and any associated 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

¹ CBA 11 is the “core” and Enterprise Delivery CBA; CBA 13 is the Supply Chain Services CBA. CBA 118 covers Florida employees in the National Buried Service Wire Group.

effective date of this MOA will be extended to the dates set forth below. The CBAs are being extended to provide greater stability to Florida operations.

- 1) **FL CBA 11:** will expire at 11:59 p.m. on July 20, 2019
 - 2) **FL CBA 13:** will expire at 11:59 p.m. on July 20, 2019
 - 3) **FL CBA 118:** will expire at 11:59 p.m. on July 20, 2019
- ii. **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 Florida 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:**
- i. In connection with these contract extensions, the Company will grant General Wage Increases of two percent (2%) effective on each of the dates set forth below.
 - 1) **FL CBA 11:** July 23, 2017 and July 22, 2018
 - 2) **FL CBA 13:** September 17, 2017 and September 16, 2018
 - 3) **FL 118:** March 5, 2017 and March 4, 2018²

2. **Job Security Protection**

- a) The Company agrees that effective upon the date of Close and through the extended contract expiration dates listed under paragraph 1(d) above, it will not layoff, downgrade or involuntarily terminate the employment, other than for “cause”³ under and subject to the terms of the applicable Florida IBEW collective bargaining agreement (CBA), of any Covered Employee in the state of Florida 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.

3. **Jobs Additions to the Florida Workforce**

- a) **Florida Network Operations Center:** The Company currently plans to establish an expanded 24/7 Network Operations Center (“NOC”) in its acquired Florida operations. This will be an important addition to Frontier’s operations and will add at least 100 technician and technical support jobs to the Florida workforce.
- i. **NOC Staffing:** The Company currently plans to primarily staff the expanded Center with employees in the job classifications of Center Operations

² Since the expiration date of this contract has been changed from March 2, 2019 to July 20, 2019, any 2019 wage increase that is agreed to 2019 negotiations will be applied retroactivity to the period between March 2, 2019 and July 20, 2019.

³ Not applicable to “probationary” employees (or those in a similar status) who are not subject to the “just cause” standard or whose termination is excluded from the arbitration process.

Technicians (Wage Schedule A) and Center Operations Generalists (Wage Schedule C1). *This staffing is planned to begin pre-Close and continue post-Close.*

Post-Close, and notwithstanding any Florida CBA or other negotiated provision to the contrary, the Company will select the best qualified internal or external applicants to staff the NOC.

- ii. NOC Scheduling: Notwithstanding Article V, Subsection 2.4 of CBA # 11 or any other Florida CBA or other negotiated provision to the contrary:

- 1) In order to assure seamless customer service by allowing work to be transitioned (“handed-off”) during tour changes, all NOC/OCO/MCO employees will normally be scheduled for eight and one-half (8.5) hours, with an unpaid meal period of thirty (30) minutes. This change will be implemented as soon as administratively feasible after the date of Close, with due consideration given to the transitional needs for those employees currently working an eight (8) hour tour.

Post-close Discussions: Following Close, the parties will meet to discuss the potential reinstatement of an eight (8) hour overnight tour in these operations to the extent doing so is consistent with the needs of the business.

- 2) Relief breaks and the night differential shall continue to be provided in accord with Article V, Section 2.4 and Subsection 2.4.1, respectively.

The foregoing provisions (i) and (ii) will not terminate unless the Company and Union agree otherwise.

4. Florida Sales and Service Call Center Call Routing

- a) **Florida State-Based Sales and Service Call Routing**: the Company commits that in-bound sales and service calls which are generated within the State of Florida and are the types of calls currently handled by Covered Employees will first be routed to the IBEW-represented Florida call centers; if those call centers are in an overflow situation, calls would then be routed first to other IBEW-represented Company on-line 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 Florida Centers 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 Florida into Florida 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 Florida 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 Florida 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

5. **Workplace Performance Monitoring/Recording Memorandum Of Agreement**

The Company will implement its practice of call monitoring in the Florida [Sales and Service) Call Centers upon the Closing. Frontier's primary objective of call monitoring is to help Supervisors coach Contact Center representatives to improve their communication and overall performance with customer calls to achieve their sales and service goals. The secondary objective is to investigate customer escalations to understand the conversation between the representative and the Customer and determine what was said, how to resolve the escalation and as a result provide coaching, training and if appropriate, discipline. Frontier does not use call monitoring as a tool to target a particular employee or to "catch employees doing something wrong."

Frontier understands that this approach creates a negative work environment for employees; this is not consistent with Frontier's management philosophy. Frontier Contact Center leaders, Human Resources personnel, and the Union will form a Contact Center Culture Committee in Florida that will focus on creating a positive work environment including the use of call monitoring and proactive employee communications. This Committee will be formed within four (4) months after the Closing and remain active for one year thereafter. The Company and Union will jointly evaluate whether the Committee should continue beyond one year.

The foregoing provision shall be administered in conjunction with the Workplace Performance Monitoring/Recording MOA.

6. **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.

7. **High Level Discussions on Use of Contractors**

- a) Within six (6) months of Close, the parties will commence semi-annual meetings to discuss the use of contractors in its IBEW-represented Florida footprint on National Buried Service Wire work and on other types of installation, maintenance, and construction work.
- b) The Company will be represented by the responsible state leaders (such as VP/GMs) and Engineering leader(s), and the Unions will be represented by International, District, or Local officials and representatives of their choosing, provided that in order to assure these meetings are productive, each party will have no more than five (5) representatives in attendance at each such meeting.

8. **Commitment on Florida Business Customer Premises Equipment ("CPE") Work**

Within six (6) months of Close, the Company commits that Florida Business CPE work that is currently performed by Covered Employees will be assigned to and will be exclusively performed by Covered Employees. Frontier's objective is to pursue and grow CPE business in Florida.

9. **Successorship**

In any IBEW CBA specified in this MOA which has no successorship language, the Company agrees that the following language will be incorporated into such CBAs as of the Date of Close:

This Collective Bargaining Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Collective Bargaining Agreement.

If any such CBA has successorship language where the Union wishes to substitute or add the successorship language that appears above, it may elect to do so by notifying the Company of that desire within 90 days of the Date of Close.⁴

10. **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.

11. **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 continue to engage in the **Partnership Forum** process, as set forth in "**Exhibit III**".
- c) The Company and the Union agree to mutually support the IBEW Code of Excellence, including the associated Training Program.

12. **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

⁴ This notice should be sent by e-mail to Robert Costagliola, Senior Vice President - Labor Relations, Frontier Communications via Robert.Costagliola@ftr.com.

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” and also cease the Verizon approach of using “Job Families” to fill vacancies. The Company will review its approach to interviewing both external employment candidates and internal candidates with the IBEW leaders at least 30 days in advance of the Closing.

13. 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 agree to continue the Joint Safety Committee currently in place in Florida.
 - i. The current committee consists of the Business Manager and/or his designee, union-designated advocates from each work location and the Company Directors in each area as well as Company-designated advocates from each work location.

14. Network Investment

The Company and Union will work collaboratively to identify opportunities to apply for public and private funding to improve the network the Company is acquiring in Florida. The parties agree that investing in underserved and unserved areas of this network in Florida 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 Florida.

15. Training and Funding for the Alliance

- a) Post-Close, the Company and Union will work together to seek funding for training and employee certifications from federal, state, and local authorities (such as the federal and state departments of labor). After the Company has participated in The Alliance for one (1) year, the Company and Union will also discuss providing funds to The Alliance or NACTEL to supplement Frontier’s training programs.
- b) **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 \$450,000 to supplement Frontier’s training programs, funded in no less than equal monthly increments over the life of the extended 2014 CBAs. Funding may be accelerated at the Company’s discretion.⁵

⁵ **Note:** Since this provision appears in both the California and Florida acquisition-related MOAs, for the sake of clarity, the total amount the Company has committed to fund the Alliance for training IBEW-represented Frontier employees is \$450,000, not \$900,000.

16. **Business Attire**

See the agreed-to Supplemental Memorandum of Agreement attached as “**Exhibit IV**”. This provision does not expire.

17. **“One Technician Out” MOA**

See the agreed-to Supplemental Memorandum of Agreement attached as “**Exhibit V**”. This provision does not expire.

18. **Modification of the April 8, 2014 Force Adjustment Letter (“B is a B” letter)**

The classification of Fiber Network Field Technician will be added as a classification covered by the Letter and so considered as part of the one (1) group for force adjustment activity, as per the terms of this Letter. This provision does not expire.

19. **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 VI**”. This provision does not expire.

20. **Pension Funding To Be Received in the Proposed Acquisition Transaction**

The Company represents that the terms of the proposed transaction, regarding Frontier’s acquisition of the Verizon Communications operations in California, Texas and Florida, provide for Frontier’s pension plan to receive funding equal to 100% of the aggregate projected benefit obligations that relate to employees who are to transfer to Frontier in the transaction. Details regarding the funding that will be transferred to Frontier’s plan are set forth in the “Employee Matters Agreement”, which is part of the SPA.

21. **IBEW Support of the Proposed Acquisition Transaction**

- a) Upon complete execution of this MOA, the IBEW agrees that it will give its unconditional support to 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 Federal Communications Commission (“FCC”) WC Docket No. 15-44 and California Public Utility Commission (“CPUC”) Application 15-03-005. Other than the expressions of support described herein, IBEW agrees that it will not intervene or participate in any regulatory or legislative proceedings involving the approval of the proposed transaction, nor will the IBEW and its agents, representatives and attorneys engage in any advocacy contrary to this MOA.
- b) IBEW agrees that it will communicate its support of the transaction to the FCC and CPUC from its International President expressing the view that the transaction is in the public interest of the Citizens of the respective States involved in the transaction and in the best interest of the employees IBEW represents. This transmittal of these letters will occur coincident with the Joint Press Release described below.

c) **Joint Press Release:** Upon complete execution of this MOA and within a mutually agreeable reasonable time frame, Frontier and IBEW 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, IBEW, and Government officials privately regarding this MOA. The Union may release information that they have reached agreement with Frontier to its membership one hour prior to the first Press Release.

22. **Dispute Resolution**

A dispute over the provisions of this Memorandum of Agreement may be grieved and arbitrated pursuant to, and will be governed by, the grievance and arbitration provisions of the applicable CBA. This provision does not expire.

23. **“Affected Locals”**

The IBEW has entered into this Memorandum of Agreement on behalf of itself and any affected Locals, which for purposes of this MOA means any IBEW-affiliated union that is party to and/or authorized to amend any of the CBAs covered by this MOA. For the avoidance of any doubt, the terms Union or IBEW, as used in this MOA, include the IBEW International and the Florida IBEW Local Union (824) who represent Covered Employees.

24. **Term of this MOA**

The provisions of this MOA shall be incorporated by reference into each of the applicable Florida CBAs. Except as otherwise provided above, the provisions of this MOA shall expire coincident with each of the CBAs it has been incorporated into by reference.

FOR THE COMPANY

Cecilia K. McKenney
Executive Vice President, Chief
Customer Officer
Dated: _____

FOR THE UNION

Lonnie R. Stephenson
International President
IBEW⁶
Dated: _____

Danny Alfonso
Business Manager
IBEW Local Union 824
Dated: _____

⁶ The IBEW International is not a party to the IBEW Local Union 824 CBAs (CBAs 11 and 13)

EXHIBIT I

(2015 Acquisition-Related Memorandum of Agreement)

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS CORPORATION (“Company”)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, 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 Florida IBEW collective bargaining agreements (“the 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 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 CBAs 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. 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 CBAs expire.

EXHIBIT II

(2015 Acquisition-Related Memorandum of Agreement)

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS CORPORATION (“Company”)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (“UNION”)**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) 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)

Partnership for Success Forum

In recognition of the rapid changes that are occurring in the communications industry and the impact on Frontier Communications (“the Company”) and the International Brotherhood of Electrical Workers (“the Union”), the parties express their intent that a forum be formed to address areas of common interest and promote principles of partnership between the Union and Frontier. Specifically the Partnership for Success Forum will support the following principles:

1. Establish a forum for business discussion for early communication and discussion between the parties on business developments that affect the Company and the Union and concern their constituencies, including employees/members, government officials and regulators.
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 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 must consider such suggestions and as appropriate the parties may mutually agree that such discussions be continued between designated local management and union representatives.

Equal number of key Union and Company representatives shall constitute a Partnership Forum (unless otherwise waived by a party). For the National Partnership for Success Forum (“NPSF”), 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 Union Business Managers 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.

Regional Partnership for Success Forums (“RPSFs”) will be formed. These Forums will include Company General Managers, Human Resources representatives, and Local Union Business Managers. The number of Regional Forums to be set up and whether they will be joint Forums with the IBEW will be decided by the end of 2016.

Meetings will be convened by the parties at a mutually agreeable place and time at least but not limited to two (2) times per year. The participants in the forum shall determine the composition, structure, agenda and operation.

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

EXHIBIT IV

(2015 Acquisition-Related Memorandum of Agreement)

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS CORPORATION (“Company”)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (“UNION”)

Business Attire

1. In order to promote a professional business image in the marketplace, employees in classifications designated by the Company will be required to wear uniforms provided by the Company. The Company will notify the Union of the classifications designated by the Company that are required to wear uniforms. The Company reserves the right to establish, change or modify reasonable guidelines for business attire. Such guidelines may not alter the provisions of Section 2 below.
2. Following the date of Close, employees designated to participate in the Company’s uniform program will be allowed to order the following number of items annually, and on an “as needed” basis:
 - a) 4 hats
 - b) 1 Jacket
 - c) 7 Pants or Shorts*
 - d) 7 Shirts (any combination of polo, long-sleeve work shirt, short-sleeve work shirt)
 - e) Other uniform items (such as promotional items) may be available from time to time.
 - f) So long as the Company supplies pants, the following boot allowance provision shall apply:

Work Boot Allowance: Coincident with the implementation of the uniform program specified above, and then every other year thereafter, the Company will provide an allowance of \$125 towards the purchase of work boots by employees whose jobs require special footwear meeting applicable safety standards and requirements. Eligible newly hired or promoted employees will receive this allowance after being hired or promoted, and will then be covered by the standard bi-annual allowance program in January of the following year.

**The wearing of shorts will be based on management approval for the particular area, but the intent is to continue current policies allowing the wearing of shorts, subject to safety and similar considerations.*
3. The following items of work equipment may be provided by the Company, and will be worn as outlined below:

- a) SHOE/BOOT COVERINGS – When entering a customer’s premises, these coverings must be worn to avoid soiling the customer’s premises.
 - b) UNIFORM COVERALLS - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers’ premises.
4. Employees will be responsible for the laundering of uniform items unless the Company makes other arrangements for laundering.
 5. Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
 6. Shirts will include identification of the IBEW (including the appropriate Local number if requested by the Union) on the shirt sleeve.
 7. Baseball-style hats bearing only the IBEW name and/or International/Local logo and/or Local Number may be worn (except where hard hats are required).
 8. Other hats supporting local organizations, schools, and the like may be worn with the Company’s approval.

EXHIBIT V

(2015 Acquisition-Related Memorandum of Agreement)

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS CORPORATION (“Company”)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (“UNION”)

Principles for The Assignment Of Work

The following agreement applies to the IBEW-represented Florida operations 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 (job content) and will continue to be differentiated by their job content. This MOA is not intended to change the primary content of the various job classifications.
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.
3. 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. In order to complete a job in a single dispatch and/or work assignment, as provided for in Section 2 above, if an employee needs to perform work that is normally performed by a different classification and/or work group, the employee may complete the job during the scheduled and nonscheduled hours of the classification and/or work group that would normally perform the work in question.
4. It is not the Company’s intent to utilize these provisions to avoid filling CZT I positions, understanding that technological changes continue to impact central office staffing.

5. When local management plans to implement the assignment principles contained in this MOA in a particular work group or groups, the Local Union will be notified of such plans within a reasonable time frame in advance. Local management and union representatives will meet to discuss the plans for implementation; management will consider any input provided by the Union on those plans. These discussions will include collaboration on creating or maintaining processes or protocols to assure that when out of classification work is performed, the integrity of the Company's telecommunications facilities and equipment is protected; for example, (1) the use of patch cords for moving jumpers so that the frame remains well-maintained and (2) assuring line card inventory processes are followed. In carrying out the "single tech out" principles of this MOA, all technicians must adhere to all policies and protocols designed to assure that when out of classification work is performed, the integrity of the Company's telecommunications facilities and equipment is protected.
6. To the extent that former Florida Verizon outside field technicians have been performing central office work at their own discretion and without following policies and protocols designed to assure that the integrity of the Company's telecommunications facilities and equipment is protected, the Company (Frontier) will not allow this to continue. Instead, technicians must first receive coverage/training on policies and protocols designed to assure that the integrity of the Company's telecommunications facilities and equipment is protected.
7. As implementation plans are put into place, the local management and union representatives will meet periodically to discuss the progress being made and any concerns over the implementation. Representatives of the Local Union may be present for the meetings described above.

EXHIBIT VI

(2015 Acquisition-Related Memorandum of Agreement)

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS CORPORATION (“Company”)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (“UNION”)

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 development, design, size, frequency, and/or administration of plans and programs implemented pursuant to this Article, 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.
3. The Company agrees that the amount of merchandise, cash or other awards earned by employees pursuant to a plan or program established under this Article will not be relied upon in future negotiations as an offset for wages or benefits.
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 only during working hours. The Company will not discipline non-commissioned employees solely on the basis of their sales results.