

AGREEMENT
BETWEEN
BRIGHTSPEED OF OHIO, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

EFFECTIVE

December 1, 2023 Through November 30, 2028



TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Recognition.....	1
II	Authorized Representatives	2
III	Union Security – Dues Deduction	3
IV	Grievance Procedure	5
V	Arbitration Procedure	7
VI	No Strike – No Lockout	9
VII	Discipline	10
VIII	Union Bulletin Boards.....	11
IX	Union Business.....	12
X	Seniority.....	13
XI	Supervisors	16
XII	No Discrimination	16
XIII	Holidays	16
XIV	Paid Time Off.....	18
XV	Telephone Concession.....	22
XVI	Promotions and Transfers	22
XVII	Leave of Absence	25
XVIII	Management Rights.....	27
XIX	General Working Conditions	29
XX	General Working Conditions C.O.E.	39

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
XXII	Basic Personal Development/Job Displacement Training.....	40
XXIII	Bereavement	41
XXIV	Jury Duty	42
XXV	Reduction in Force	42
XXVI	Employee Income Protection Plan.....	45
XXVII	Wages	47
XXVIII	Jurisdictional Boundaries	49
XXIX	Common Interest Committee	50
XXX	Definitions	51
XXXI	Duration – Amendment – Separability	54
XXXII	Recognition and/or Incentive Programs	54
XXXIII	Contract Printing	55
	Signature Page	57
Appendix A:		
	Wage Schedules	58-62
	Job Schedules	63
	Differentials.....	63
	Network Tech II	63
Appendix B:		
	Short Term Disability.....	65
	Pension Plan	68
	Savings Agreement	73
	Health and Welfare	74
	Voluntary Benefits Program	76

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
	Appendix C:	
	Reporting Areas	79
	Letter of Understanding	79
	Appendix D:	
	Pension Tables.....	80
	Index	

THIS AGREEMENT made and entered into this **1st day of December 2023**, by and between the **Brightspeed of Ohio, Inc.**, hereinafter referred to as the "Company" and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union", Witnesseth. This agreement shall be binding upon the legal successors and the assigns of the Company and the Union. **The parties recognize that in the event of a transaction involving the sale of the Company's stock, the collective bargaining agreement will remain completely intact and binding on the employer and the Union by operation of law. In the event of any sale, transfer, or other assignment of the company, a business, or operation, the parties' collective bargaining agreement shall be binding on, without limitation, any buyer, assignee, transferee or other NLRA-defined successor.**

WHEREAS, the Company and the Union recognize that it is in the best interest of both parties, the Employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect and to ensure that this relationship continues and improves the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly and in accord with its intent and meaning. Each party shall bring to the attention of all Employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, and to the measure they have agreed upon to insure adherence to this purpose. Therefore, with the objective that the Company, the Union and the general public may be benefited, the parties hereto contract and agree with each other as follows, to wit:

ARTICLE I - RECOGNITION

Section 1.1

The Company hereby recognizes the Union as the exclusive bargaining representative for all Plant and Traffic department employees within those areas and departments of the Company's operations that the Union had been the recognized bargaining representative as of **December 1, 2023** with respect to wages, hours, and other conditions of employment, but excluding Office Clerical employees, Managerial employees, Confidential employees, and Guards as defined in the Labor Management Relations Act of 1947 as amended and such other employees as are not represented by the Union.

The terms Customer Services, Marketing, and Network departments as used in this Agreement were previously identified as Plant department.

Previously the term Plant department included the part of Customer Services department previously (1977-1979) identified as Plant and that part of the Network department that was previously identified as Plant.

The Traffic department is eliminated from this Agreement effective 03/01/88, with the understanding that should it be reinstated within the C.W.A. territory covered by this Agreement the 1987 Traffic Contract language will apply.

Section 1.2

The Commercial department and all references to Service Representative is eliminated from this Agreement effective 3/01/00, with the understanding that should it (the Commercial department) be reinstated within the CWA territory covered by this agreement, all language and references from the 1997 through 2/29/2000 Agreement will apply.

Section 1.3

All references to the Retail Sales Consultant, Custodian, Assigner Dispatcher, Warehouse Stockroom/Delivery Courier, Frame Worker, Lineworker, Building Operations Repair Person, Building Ops Mechanic, and Testboard historically covered by this agreement are eliminated effective March 1, 2018 with the understanding should this work be reinstated within the CWA territory covered by this agreement, all language and references from the March 1, 2015 through February 28, 2018 agreement will apply.

All references to the Business Services Technician and Public Access Technician historically covered by this agreement are eliminated effective March 1, 2021 with the understanding should this work be reinstated within the CWA territory covered by this agreement, all language and references from the March 1, 2018 through February 28, 2021 agreement will apply.

ARTICLE II AUTHORIZED REPRESENTATIVES

Section 2.1

The Union and the Company shall keep each other currently informed of their respective, duly authorized representatives, including grievance committee representatives. The Union will send a list to their local Human Resources department, of all officers and stewards in each Local as changes

occur. The Company will send a list of its duly, authorized representatives to the International Representative as changes occur, with a copy to the Local Union President.

Section 2.2

The Company shall allow an authorized representative of the Union time to welcome each new employee hired into a job covered by the bargaining unit. Such time shall be paid at the applicable basic wage rate.

Management will notify the local President when a new employee is hired. It is the responsibility of the Union Representative to set up and conduct this meeting.

ARTICLE III UNION SECURITY - DUES DEDUCTION

Section 3.1

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later. This payroll deduction authorization may be cancelled by the Company at its discretion upon the expiration or termination of the Agreement.

Section 3.2

The Company agrees to deduct Union dues from the pay of any employee upon receipt of a payroll authorization card, signed by such employee, and to forward the full amount thus deducted to the Secretary-Treasurer of the Union or to an authorized agent as directed.

Section 3.3

The Company agrees to make this deduction monthly as designated on the individually, signed payroll deduction authorizations and on or before the tenth (10th) day of the month following the month in which deductions are made, remit the total amount to the Communications Workers of America to such address as directed.

Section 3.4

When earnings are insufficient to cover deductions of dues after other essential deductions have been made, the dues shall be deducted from the next pay period in which there are sufficient earnings.

Section 3.5

Dues deductions shall be suspended during periods of leave of absence or layoff. When the employee is returned to the payroll, deduction of Union dues shall be resumed automatically.

Section 3.6

The authorization shall continue in effect until revoked by duplicate written notice from the employee by registered, receipted mail, one to the Company's Human Resources department and one to the State Office of the Union. The Company will rely solely on its copy of the written notice.

Section 3.7

Each month, the Company shall furnish the Union: (a) the names of employees for whom dues deductions are made and the amounts deducted for each employee; and (b) the names of employees who have dues deduction cards on file and for whom no deductions are made together with the reasons therefore. Dues deducted monthly during each calendar month shall apply to dues payable to the Union for the same month. Authorization forms received during the current month will be processed, if possible, by the Company for payment during the current month. Authorization forms not processed during the current month will be processed the following month.

Section 3.8

Each month, the Company shall furnish the Union a list of employees in the bargaining unit. This list will include the names of the employees, their employee number, district, job title, date of hire, current wage rate, and Union dues deducted for that month. If an employee is transferred or promoted to a position outside the bargaining unit, the Company will discontinue, at that time, the deduction of Union dues and will notify the employee and the Union that the new position is not covered by this Agreement.

Section 3.9

The Union agrees to save the Company harmless from any claim or action growing out of these deductions and made or commenced by any employee against the Company, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.1

For the purposes of this Agreement, the term "grievance" means any complaints or disputes arising during the term of the agreement between the Company and the Union or between the Company and an employee concerning the interpretation of applications of this Agreement or any claim of breach or violation of this Agreement or concerning any disciplinary action taken against an employee.

Nothing in this Agreement shall be construed as restricting the right of an individual employee to adjust any grievance within the Company, provided such adjustment is not inconsistent with the terms of this Agreement and provided a representative of the Union has been given the opportunity to be present at such adjustment. It is encouraged that the employee and his/her steward discuss the issue with the employee's supervisor in the spirit of trying to resolve the issue before resorting to the grievance procedure. If an employee places a grievance in the hands of the Union and a Union representative has informed the Company that the Union will represent such employee in handling such grievance, the Company will not endeavor to adjust such grievance with such employee without consent of the Union.

The time limitations for the grievance procedure provided for herein may be extended by mutual agreement of the Company and the Union. Such grievance shall be processed in the following manner:

Step 1. The aggrieved employee, through their Union Representative, shall present the grievance, in writing (on a form mutually agreed upon and furnished by the Company) to the employee's immediate supervisor with proper distribution according to the distribution list indicated on the form. The statement of grievance shall set forth the facts involved, the approximate time of their occurrence and/or when the employee first had knowledge of the occurrence, the relief requested and shall be signed and dated by the employee and/or their Union Representative. Grievances shall be presented to the employee's immediate supervisor within eight (8) working days after

the employee has knowledge of the event. The immediate supervisor shall then hold a meeting on the matter with the Union Representative within five (5) working days. This timeframe can be extended at the request of either party. The immediate supervisor shall then give an answer, in writing, (on a form mutually agreed upon, with proper distribution according to the distribution list indicated on the form), to the Union Representative within three (3) working days after meeting with the Union Representative. If a grievance cannot be adjusted on the local level, the grievance will be escalated to the second step of the grievance procedure.

Step 2. If the grievance is not adjusted at Step 1, the Union International Representative or designee may appeal the grievance, in writing, to the Local Human Resources Operations Office with proper distribution according to the form, within fifteen (15) calendar days after receiving the answer in Step 1. The parties shall meet at a mutually convenient time but at least within ten (10) calendar days after the Union has appealed the grievance. This meeting may be held via telephone or by video conference if available. The Company's answer will be given, in writing, to the Union International Representative or designee within fifteen (15) calendar days after the date of the meeting referred to in Step 2.

Either party to this Agreement shall be permitted to call witnesses pertinent to the grievance. The number of witnesses will be at least one (1) and can be augmented with mutual consent. Union representatives and employee witnesses participating in the Second Step grievance meeting shall be paid a maximum of eight (8) straight time hours per day at their basic hourly wage rate for regular, scheduled work time lost for time involved in such meeting. Each party's grievance hearing committee will be limited to a maximum of three (3) employees.

Section 4.2

Reimbursement under the provisions of this Article shall be for regularly, scheduled work time lost by the Union's grievance committee in joint, scheduled session with the Company which shall include fifteen (15) minutes prior to and fifteen (15) minutes after such session.

Section 4.3

Where a grievance is not appealed by the Union to the next higher step within the prescribed time limit, it shall be barred from further proceedings.

A grievance not resolved within any step by failure of the Company to meet the prescribed time limit shall be advanced automatically to the next step of

the grievance procedure. Where the Company elects to escalate a grievance to the next higher step, the Company will communicate its reason to the Union.

Section 4.4

Any grievance relating to a discharge, suspension or other disciplinary action must be filed by the close of the eighth (8th) working day following the day on which notice of such discharge, suspension or other disciplinary action has been given to the Union in accordance with provisions of Section 7.2 of Article VII of this Agreement. Such grievance shall then be processed under Step 2 of the above grievance procedure. (With the agreement of the Company's Employee Relations Manager and Union International Representative, or their designee a suspension grievance may be heard at Step One (1) by the Local President and applicable departmental manager or a management designee.) The first meeting between the Company and the Union is to be held within three (3) working days after the filing of the grievance. If as a result of the processing under the grievance procedure it is mutually found that the disciplined employee has been justly dealt with, then the action shall be final; if it is mutually found that the employee was unjustly dealt with, the disciplinary action shall be rescinded, and in the case of discharge or suspension, the employee shall be reinstated to their former status as of the date of such disciplinary action and, unless otherwise agreed to, paid the amount of wages that employee would otherwise have earned by being at work at the basic hourly wage rate less the following:

- (a) any unemployment compensation received by the employee which the employee is not obligated to repay; and
- (b) compensation the employee has earned outside the Company during the period covered by the back wages allowance provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline.

ARTICLE V ARBITRATION PROCEDURE

Section 5.1

Any grievance filed during the term of the agreement that is not adjusted by means of the grievance procedure provided for in Article IV may be submitted to arbitration by either party in accordance with the provisions of this Article.

Section 5.2

Whenever a grievance is to be submitted to arbitration, written notice will be served to the other party within thirty (30) days after receipt of the last written answer as provided in Step 2 of the grievance procedure. The time may be extended by mutual consent of the Company and the Union.

Within sixty (60) calendar days of the giving of such notice, the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Ohio, Kentucky or Indiana to the Federal Mediation and Conciliation Service, with a simultaneous copy to the Company's Manager-Labor Relations. If not taken forward within the above-mentioned timeframe, the matter will be considered closed and the Company's final grievance response will stand as written.

Section 5.3

Any awards of back wages by an arbitrator shall be limited to the amount of straight time wages at the employee's base rate the employee would otherwise have earned from her/his employment with the Company during the period involved, less any unemployment compensation or other compensation for employment that the employee may have received from any source during that period, provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as **PTO**) for more than eighteen months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.

Section 5.4

With mutual agreement the parties may hold a pre-arbitration meeting. The intent of this meeting would be for both parties to make a final attempt to resolve the issue before meeting in arbitration.

Section 5.5

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 4.1 of Article IV including disciplinary

actions. The Arbitrator shall have no authority to add to, or subtract from, or amend, or modify in any way the terms, conditions, or provisions of this Agreement, nor of any of the established routines, rules, or practices of the Company which are not inconsistent with the provisions of the Agreement.

Section 5.6

The decision of the Arbitrator shall be final and binding upon all employees, the Company, and the Union, and shall be complied with as soon as possible.

Section 5.7

The fees and expenses of the Arbitrator, including the cost of the transcript of the record, shall be shared equally between the Company and the Union. Each party will pay its costs for preparing and presenting its case to the Arbitrator. Two (2) employees, designated by the Union, will be paid a maximum of eight (8) straight time hours per day at their basic wage rate for regular scheduled time lost from work for the purpose of attending an Arbitration Hearing. Employees called as witnesses by the Union will be excused from their jobs, without pay, for the purpose of giving testimony.

Section 5.8

The Arbitrator shall have authority to include in the award an order for money restitution to an employee, or employees, where improper payment, for failure to make proper payment, is a point at issue or where suspension or discharge is involved.

ARTICLE VI NO STRIKE – NO LOCKOUT

Section 6.1

During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises or locations where Company employees are working. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management.

Section 6.2

During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.

Section 6.3

In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee engaging in any activity in violation of Section 6.1 shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

Section 6.4

Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE VII DISCIPLINE

Section 7.1

Employees covered by this Agreement shall not be discharged, suspended, demoted, or otherwise disciplined without just cause.

Section 7.2

The appropriate manager will notify the Union President or their designee in writing of any disciplinary action. This notification will include the circumstances leading to the action, the time and place of occurrence and the penalty imposed. Notification will be given in writing (which may be electronic) within 24-hours of the time such action is taken. Vehicular accidents over three (3) years old will not be used for disciplinary purposes.

Section 7.3

In case of discharge or suspension, the employee may be required to leave immediately the premises of the Company or other premises where that employee may be working.

Section 7.4

Nothing herein shall preclude voluntary discussion between the Local Union and the Company representatives concerning impending action against an employee with the opportunity being given the Union to apply its influence toward a correction of the undesirable situation relative to the employee.

ARTICLE VIII UNION BULLETIN BOARDS

Section 8.1

The Company shall furnish and maintain bulletin boards for the Union's exclusive use at suitable places on Company property. The placement of such bulletin boards shall be determined by mutual agreement between the Union and the Company.

Section 8.2

The use of the bulletin boards shall be restricted to:

- (a) Factual notices and announcements of the Union pertaining to the following:
 - 1. Union meetings.
 - 2. Union elections and nominations.
 - 3. Appointments to Union office.
 - 4. Union social and recreational affairs.
- (b) Regularly issued financial statements of the Union.
- (c) Jointly signed minutes of conferences between the Union and the Company.
- (d) Agreements concluded by the Union and the Company.
- (e) Such other material as may be approved in writing prior to posting by the appropriate Manager.

Section 8.3

No material shall be placed on Union bulletin boards except by designated Union representatives. Material posted shall not contain anything political or controversial or anything derogatory to the Company or its employees.

ARTICLE IX UNION BUSINESS

Section 9.1

Union activities as provided for within this Agreement, or as may be specifically approved in writing by the Company, shall be permitted on Company time and property as prescribed.

Section 9.2

Authorized Union representatives shall be granted necessary and reasonable time off, as provided for elsewhere under the terms and conditions of this contract, for the processing of grievances and for joint conferences with the Company in connection with the administration of this Agreement.

Section 9.3

Union officers and representatives, desiring to leave work for the purpose of conducting Union business will first report to their immediate supervisor and request permission to leave their job, giving the basic reason for their request and the probable duration of their absence. In each instance, permission will be granted unless to do so would seriously interfere with operations. In such cases the supervisor involved will make arrangements to give the representative the requested permission as soon as possible. Upon returning to the job, the Union representative will first report to the supervisor, when available, before resuming work or as soon thereafter as possible. When such request for permission to leave the job to attend a scheduled meeting, such request must be made at least twenty-four (24) hours in advance. Such excused time shall be without pay except as provided for in Section 9.4.

Section 9.4

Union representatives shall not suffer loss of pay for time lost by reason of meetings in joint conferences with the Company or that portion of the processing of grievances that involves discussion or meetings with Company representatives. Union representatives will be permitted to meet with members individually for the purpose of discussing grievances and matters subject to the grievance procedure; however, such representatives shall handle Union business with proper regard for the Company's operational needs, and shall cooperate in good faith with the Company in keeping to a minimum the time lost from work due to Union business. If any Union representative spends excessive or unreasonable time on Union business during working hours, the Union will undertake to correct the matter upon notice from the Company.

The Company shall excuse **three (3)** employee members for the purpose of Union contract negotiations. Employees excused for negotiations shall receive a maximum of eight (8) hours pay per day.

Section 9.5

At the request of the Union, the Company shall recognize and grant time away from work not in excess of two (2) weeks in duration for two (2) employees per Local, provided they are in different job titles or if in the same job title from different districts, designated by the Union for the purpose of attending a convention, educational or training program, or other activity, provided notice of at least **two (2) weeks** in advance is given the Company prior to the date of departure. The number of employees in the Bargaining Unit granted a Leave of Absence in accordance with the provisions of this Section shall not exceed eight (8) at any one time.

Section 9.6

At the request of the Union, the Company shall recognize and grant a Leave of Absence not in excess of three (3) years in duration for any one (1) employee designated by the Union as having been elected to Union Office or employed by the Union other than a Local Office. Such Leaves of Absence shall not exceed two (2) in number consecutively, after which period, the employee must return to active employment with the Company.

ARTICLE X SENIORITY

Section 10.1

Company seniority of an employee shall be computed from the last date of hire based upon continuous service with the Company, with another Company of the **Brightspeed**, with a predecessor company, or with any company to be merged into **Brightspeed**. Company seniority entitles employees to all general benefits based on total accredited service which includes but is not limited to such benefits as pensions, sickness, accident or Worker's Compensation Disability Benefits, length of **PTO** and wages.

Upon reemployment following any separation from employment, an employee may qualify for "bridging of service." Bridging of service shall be available to former employees in accordance with the Bridging of Service Policy applicable to non-represented employees of the Company.

The Company has the exclusive right to amend, modify, or discontinue the Bridging of Service Policy at any time so long as the changes are uniformly

applied to all eligible employees, both represented and non-represented of the Company.

Section 10.2

Bargaining Unit seniority of an employee shall be computed from the date such employee enters the Bargaining Unit, whether such entry is by hire, from a job within the Company not covered by this Agreement or from employment with another company of **Brightspeed**. Bargaining Unit seniority entitles employees to such benefits as are based on choice by seniority, such as but not limited to, selection of tours and selection of **PTO** period.

Any CWA bargaining unit employee of the company, who transfers into this bargaining unit from another CWA bargaining unit for any reason shall have their seniority honored. Only time actually accrued in a company bargaining unit will be credited for seniority purposes. The transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

Any CWA represented employee who transfers with their group into the bargaining unit as a consequence of a merger, consolidation, or buy-out, but not a reduction in force, with an affiliated or unaffiliated entity shall be credited with seniority consistent with this agreement.

Section 10.3

An employee's seniority shall be determined by the date that the employee first performs work for remuneration for the Company. The lower employee Social Security number within the last four (4) digits only will designate that employee having the greater seniority of those employees hired on the same date (but with no effect on changing seniority; in effect 02/28/85).

Section 10.4

New employees shall be considered to be probationary employees and not subject to the terms and conditions of this Agreement except as provided for herein until they have completed ninety (90) calendar days of continuous service with the Company. An employee who successfully completes the probationary period will become a regular employee, and the employee's seniority date will be the original date of hire. The probationary period may be extended by mutual agreement between the Company and the Union in each individual case, and at the expiration of such regular or extended probationary period, new employees shall become regular employees.

Section 10.5

An employee's seniority and employment may be terminated for any of the following reasons:

- (a) Voluntary resignation.
- (b) Retirement.
- (c) Continuous layoff for twelve (12) months or for a period equal to the employee's continuous length of service, whichever is shorter.
- (d) Discharge for cause.
- (e) Absence from work for three (3) consecutive working days without notifying the Company except where failure to do so is beyond the employee's control.
- (f) Failure to return to work within two (2) weeks from date of receipt when notice of recall was sent by certified mail to the employee's last known address on file with the Company.
- (g) Permanent disability prohibiting further employment of any gainful nature with the Company. If, however, that person becomes re-employable with the Company, seniority shall be restored as of the time it was terminated.
- (h) Approved absence in excess of two (2) calendar weeks without applying for and receiving an approved Leave of Absence, except in the case of sickness or injury disability, the severity of which would make it impractical for the employee to apply for a Leave of Absence or for any other reason when the failure to do so is beyond the employee's control.

Section 10.6

Seniority of regular part-time and temporary employees shall be computed on the basis of hours worked in relation to 2080 hours per year. Occasional employees shall have no seniority.

ARTICLE XI SUPERVISORS

Section 11.1

Work normally performed by employees within the Bargaining Unit shall not be performed by supervisory employees or other personnel except when instructing or where because of circumstances beyond the Company's control assistance is necessary to restore normal operations. Supervisory employees and other personnel will work with Bargaining Unit employees on experimental work and in the operation of new equipment for the purpose of tryout.

ARTICLE XII NO DISCRIMINATION

Section 12.1

There shall be no discrimination either by the Company or the Union against any employee or applicant for employment, in any manner relating to employment because of race, color, religion, creed, national origin, sex, age, marital status, sexual orientation or handicap; and will abide by the Americans with Disability Act.

Section 12.2

The subject matter of this Article is not subject to Arbitration.

ARTICLE XIII HOLIDAYS

Section 13.1

Effective 01/01/2024, the Company shall recognize **nine (9)** fixed paid holidays as follows:

- New Years Day
- Martin Luther King Jr. Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Thanksgiving Friday**
- Independence Day
- Christmas Eve**
- Christmas Day

Section 13.2

When any of the above holidays fall on Sunday, the following Monday will be observed as the holiday. When any of the above holidays fall on a Saturday, Friday will be observed as the holiday.

Section 13.3

Regular employees and temporary employees except as exempted in section 13.5 who have completed ninety (90) calendar days of service shall receive eight (8) times their regular, basic wage rate plus any normal differentials customarily received, excluding tour differentials, for each recognized holiday listed in Section 13.1. Regular employees who work on one of these holidays shall receive their regular holiday pay plus their regular, basic wage rate including any normal differentials customarily received, at the rate of time and one half for each hour worked.

Section 13.4

To be eligible for holiday payment, a regular employee must have at least ninety (90) calendar days seniority as of the date of the holiday and must work the regularly scheduled workday before the holiday, and the regularly scheduled workday after the holiday, and the holiday itself, if scheduled to do so, unless the employee has been excused by the immediate supervisor, or is absent because of personal illness or injury substantiated by a physician's statement.

Section 13.5

Part-time employees will be eligible for all paid holidays. Those same employees shall receive their regular basic wage rate plus any normal differentials customarily received, excluding tour differentials, based on the average hours worked per day in the previous four (4) weeks, but not to exceed eight (8) hours.

Section 13.6

Occasional and probationary employees shall not be eligible for holiday pay. Occasional, probationary and part-time employees not eligible for holiday pay and who work on a holiday, shall be paid in accordance with Article XIX for each hour worked on the holiday.

Section 13.7

Employees receiving wage payments from the Short Term Disability or the Worker's Compensation provisions of Appendix B of the Agreement on a holiday will not be eligible for holiday pay. The scheduled **PTO** days may be rescheduled to a mutually agreeable time provided the rescheduling is in the current calendar year.

Section 13.8

Scheduled holiday hours paid for and not worked shall be considered as hours worked in computing overtime.

ARTICLE XIV PAID TIME OFF

Section 14.1

Paid time off (PTO) hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of an occupational (effective January 1, 2023) or non-occupational disability related absence. The employee must use all available PTO hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In those cases, only, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available PTO hours, those hours for which PTO hours are not available shall be non-paid.

With supervisor approval, PTO may be taken and considered excused on any day during the calendar year except on another holiday. The supervisor will consider each request on a case-by-case basis. PTO shall not be counted as an unexcused absence if it is an immediate emergency. An immediate emergency is defined as a serious health condition of a family member or an unexpected situation regarding safety or property damage.

The approval of PTO time (both scheduled and unscheduled) is solely at the company's discretion based on operational needs of the business.

Scheduled PTO are those hours selected by the employee in accordance with the selection process outlined in this Article or requested by the employee

outside the selection process but approved by management. Scheduled PTO hours are included as part of the standard work week for overtime purposes.

Unexcused/unscheduled PTO are those hours requested by the employee outside the selection process and not approved by management. Unexcused/unscheduled PTO taken by an employee for pay purposes only shall result in an employee receiving an occurrence against their attendance according to the attendance policy. Unexcused/unscheduled PTO day hours are not included as part of the standard work week for overtime purposes.

Paid Time Off (PTO) shall be available to regular full-time employees at their basic rate of pay in accordance with the following schedule:

Length of Service	Eligible Hours
0 but < 1 year	Up to 80 hours*
1 year < 5 years	144 hours
5 years < 10 years	184 hours
10 years < 15 years	204 hours
15 years < 20 years	224 hours
20 years < 25 years	244 hours
25 years and over	264 hours

Section 14.2

*During the first calendar year of employment, employees earn PTO hours on a monthly basis (7 hours per full month, **up to a maximum of 80 hours**) based on the hire date. These hours will be available at the time of hire. However, if PTO is taken prior to it being earned and the employee leaves the Company, the payment for this time will be deducted from the final paycheck.

The PTO year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st of each year in which this Agreement continues in effect, except that in the anniversary year of 1, 2, 5, 10, 15, 20 and 25 years the employee earns PTO at the higher rate for the entire year.

Section 14.3

PTO for regular full-time employees shall be computed on the basis of a forty (40) hour week at their basic wage rate in effect for the last payroll period preceding the start of their PTO. PTO for regular part-time employees shall be computed on the basis of hours worked in relation to 2080 hours per year up to the maximum PTO pay and shall be paid at their

basic wage rate for the last payroll period preceding the start of their PTO not to include any normal differentials customarily received.

Section 14.4

PTO may be taken during the period from January 1st through December 31st. The Company will seek to accommodate employees as to PTO dates, but the right to schedule an employee's PTO period is reserved by the Company in order to insure orderly and efficient operations. The Company may reschedule an employee's PTO period for operational reasons. In the event that cancellation by the Company of scheduled PTO is necessary and no alternate date is agreed upon, the employee will be given the choice of carrying over the cancelled PTO to the next calendar year, or being paid the equivalent of the scheduled PTO time that was cancelled within the next pay period. If an employee is unable to take his or her PTO because of an absence caused by an industrial injury, such PTO shall either be rescheduled according to available dates or taken immediately following such disability as mutually agreed upon by both the employee and the supervisor.

Seniority shall govern in the choice of available PTO periods as determined by operational needs, provided that the employees involved have notified the Company of their choice of PTO dates prior to December 31st of each year for the following year. If an employee is away from work on Short Term Disability, Worker's Compensation, or FMLA during the selection period and cannot be reached, that employee will be skipped in an effort to ensure the schedules are completed on time.

Carryover time must be scheduled after all PTO for the following year has been scheduled. Thereafter, PTO will be scheduled without regard to seniority.

Section 14.5

Employees are encouraged to schedule and take all PTO within the calendar year. However, due to business or other needs, an employee may not be able to take all of his or her PTO time in the current year. In these instances, up to 40 hours of PTO will be automatically carried over for use by December 31 of the following year. This includes employees on Short Term Disability and/or Worker's Compensation. Any carryover hours not used by December 31 will be forfeited. Employees may not receive pay in lieu of PTO, except in situations where PTO is cancelled or postponed as described in this article.

Section 14.6

Time off shall be on the basis of full calendar week or weeks except that time taken a day or days at a time is subject to the following conditions:

1. Regular scheduled PTO take precedence over day or days at a time requests.
2. Such request will be honored on a first come first served basis.
3. Change in the work schedule if any, will not be considered a change under Section 19.13.
4. PTO day or days at a time should be **scheduled** prior to August 1st or the immediate supervisor will schedule thereafter, however, the supervisor may approve day at a time after October 1 if such time off is scheduled before August 1st.
5. All PTO may be taken one (1) day at a time or in one (1) hour increments.

If a holiday falls within an employee's PTO, the employee shall take an additional day with PTO pay in lieu of the holiday either at the beginning or at the end of the PTO period, at the option of the employee so long as the employee selects the day at PTO selection time, otherwise, the supervisor must approve which of the two (2) days will be taken.

Section 14.7

All unused accrued PTO hours will be paid out at termination or upon retirement, except when an employee is terminated for just cause or resigns during an investigation into their misconduct.

In the event of the death of an employee, all unused earned PTO time shall be paid to the estate. Should any PTO pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expense incurred due to loss of, destruction of, or damage to Company property and/or equipment.

If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the full amount of PTO hours which would have otherwise been earned and taken during the next calendar year. Employees that terminate prior to December 26, for any reason other than retirement, will not be eligible for any payment of any PTO which is being earned in the current year and to be taken during the next calendar year.

A retiring employee will earn PTO during the calendar year in which they retire on a pro-rated basis for full months of service. This will be paid to the employee at the time of retirement. For example, an employee that retires on May 1 will receive pay for 4/12 of their following year's PTO allotment.

Section 14.8

The Company shall use the following chart to determine the **minimum** number of employees in each job title and district(s) eligible for PTO at the same time.

# of Employees	Full Weeks
0-10	1
11-18	2
19-30	3

**ARTICLE XV
TELEPHONE CONCESSION**

Section 15.1

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a discount on service or services offered by the Company on the same basis as non-represented employees.

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the service that is provided to non-bargaining employees at the same location.

**ARTICLE XVI
PROMOTIONS AND TRANSFERS**

Section 16.1

Job postings will occur electronically for all job openings. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the name of the person to whom the bid is to be submitted. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee

bids which must be submitted via a job interest request form within seven (7) days of the notification.

Section 16.2

Applications must be submitted within the specified time period on a form provided by the Company. The employee will complete the document as indicated and include the date referenced on the job vacancy, experience, training and other qualifications.

Section 16.3

Jobs posted for bidding shall be subject only to the limitations in Section 16.4. The job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

Section 16.4

An employee's bid will be considered except employees who at the time of the vacancy are in one of the following classes:

- (a) Probationary and temporary employees;
- (b) Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same job title as the vacancy involved;
- (c) Employees who have received one (1) job within the previous twelve (12) months including new hires, unless this would result in hiring from outside of the bargaining unit, in which case the twelve (12) months may be reduced to nine (9) months.

Section 16.5

The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance.

The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate from any source as determined by the Company. Seniority will govern in the event multiple internal candidates are determined to be most qualified by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

Section 16.6

An employee within the Bargaining Unit selected for a promotion or transfer shall receive such training and assistance as may be necessary to enable the employee to satisfactorily perform the requirements of the job, for that period of time the employee is on such job. Should an employee, after a ninety (90) calendar day trial period, in the judgment of the Company, still fail to satisfactorily perform the requirements of the job, for that period of time they are on such job they may be returned to the job from which they came and those who followed set back to the extent necessary.

Section 16.7

An employee promoted in accordance with the provisions of this Article will be given a promotional increase to the rate in the new wage schedule which is next higher than the employee's present rate. Thereafter, the progression increases shall be in accordance with the wage schedule for the higher rated job.

Section 16.8

The Company may temporarily transfer employees between job titles, departments, **or reporting areas** in order to meet operational needs or emergencies or to fill in for **PTO** or other Leaves of Absence or absenteeism. An employee temporarily transferred shall be paid the basic wage rate of their regular job or the basic wage of the job to which that employee is transferred, whichever is higher.

Section 16.9

Prior to an involuntary transfer the Company shall seek volunteers. Employees selected for involuntary transfer from one **reporting areas** to another for an indefinite period shall be chosen on the basis of least seniority to the extent that ability and qualifications are consistent with the demands of the job to be filled. If the employee selected does not elect to transfer, lay off allowance will apply. Costs of moving to new **reporting areas** will

be assumed by the Company up to a maximum of \$6,000 for reasonable costs as supported by receipts, for relocation costs incurred by the employee. When opportunity arises, an employee involuntarily transferred shall be afforded an opportunity to re-transfer to that employee's former job or to another job for which that employee is qualified at the **reporting areas** from which that employee was transferred. The re-transfer shall be afforded in accord with seniority limited only by necessary considerations of telephone service requirements. Costs of moving back to the **reporting areas** from which that employee was transferred will be assumed by the Company up to a maximum of \$6,000 for reasonable costs as supported by receipts for relocation costs incurred by the employee.

Section 16.10

The Company may appoint qualified employees to act temporarily in an In-Charge capacity subject to the understanding that an employee desiring not to accept such appointment shall not be deprived of future opportunities for advancement. In each case, the employee placed In-Charge shall be an employee who is properly qualified to assume the responsibility, full consideration having been given to the seniority of the employees in the group.

The Company shall appoint, as required, qualified employees to act temporarily in an In-Charge capacity who are in the Line classification, working on construction specifically, with one (1) or more other employees in the Line classification.

Employees placed in an In-Charge capacity shall be paid the in-charge differential of **\$1.50** per hour, provided that on the tour involved, they work at least one (1) hour in such capacity.

ARTICLE XVII LEAVE OF ABSENCE

Section 17.1 - Administrative/Personal Leave

An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company's Leave of Absence Policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling twelve (12) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be

eligible for an Administrative/Personal Leave. All available **PTO** hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

Section 17.2 - Family and Medical Leave

The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company's Leave of Absence Policy.

Section 17.3 - Disability Leave

All employees who are not eligible for federal or state Family and Medical Leave, or have exhausted the maximum time available, are eligible for disability leave for recovery from bona fide disabling illnesses or injuries. This includes all on- and off-the-job illnesses and injuries. Except as otherwise allowed by law, disability leaves will be administered in accordance with the Leave of Absence Policy. Employees on disability leave may qualify for benefits under several Company plans (**PTO**, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.

Section 17.4 - General Rules Governing Leaves

The following rules shall apply to all leaves:

1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.
2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.
3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement.

This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.

4. Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company's Leave of Absence Policy.
5. The Company maintains the right to modify or amend the administration guidelines described in the Company's Leave of Absence Policy at its discretion.

ARTICLE XVIII MANAGEMENT RIGHTS

Section 18.1

Nothing contained in the Agreement shall be deemed to limit the Company in any way in the exercise of the regular and generally recognized customary functions and responsibilities of management. Moreover, such functions and responsibilities of management as may be mentioned or referred to herein shall not be deemed to exclude other functions or responsibilities of management not specifically included herein.

Section 18.2

The rights of the Company to establish, determine, maintain and enforce standards of telephone service within the terms and conditions of this Agreement are fully recognized. The Company shall not be required to retain in its employment any employee who refuses or is proved unable to meet established work standards. A regular employee who becomes physically incapable of meeting established work standards may be transferred to work that the employee is physically capable of performing. Such transfer may or may not constitute a promotion.

Section 18.3

Management trainees or professional employees may work temporarily in the various job titles covered by this Agreement for training experience. Such assignments shall not result in supplanting members of the Bargaining Unit in the event of layoff, overtime, or regular scheduling. It is understood

that the objective is to provide the individual with knowledge and skills required in the telephone industry.

Section 18.4

Nothing in the Agreement shall be construed to limit the right of the Company to employ such contract labor as may be necessary for the proper construction, installation and maintenance of the communications facilities owned, serviced and/or operated by the Company. However, the Company shall not enter into any contractual arrangement for the construction, installation and maintenance of plant facilities which would directly result in the layoff or part-timing of any employee who normally performs the same work in the job title and work location as contracted.

The Company shall provide, within reason, written information to the local Union when contractors will be used.

The foregoing prohibition shall not apply to the consolidation or transfer of work to other **Brightspeed** affiliated work groups. In such cases, the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

Section 18.5

Nothing in this Agreement shall constitute a guarantee of employment or of continuity of employment or of hours of work per day or per week.

Section 18.6 - Work and Safety Policies and Rules

The Company may from time to time establish, change and/or withdraw work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal appearance and dress (including any uniform apparel), performance evaluations, conflicts of interest, visitors, outside employment, smoking, personnel files and records, confidentiality and confidential information, alcohol and drugs (including testing), use of vehicles on Company business, and reimbursement for business related expenses.

The Company will provide the Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal, state, or local legislation or regulations. The Union may file a grievance at

Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

ARTICLE XIX GENERAL WORKING CONDITIONS

Section 19.1

Working conditions as outlined in this Article apply to all employees covered by this bargaining unit unless specifically noted within the Section or outlined differently for specific job titles in Articles 20.

Section 19.2

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week consisting of five (5), eight (8) hour days. The normal work week shall be on a calendar week basis, Sunday through Saturday and the normal weekly assignment will consist of five (5) full eight (8) hour shifts which may be on any calendar day of the week as designated by the Company. The Company will make every reasonable effort to schedule regular workdays consecutively. Each workday includes a non-compensable lunch period which will include any travel time to and from the job for the purpose of eating. The meal period, including travel time, shall begin and end at the actual work locations.

Section 19.3

It is recognized that in certain work units or groups, it may be beneficial to the employees and in the best interest of the business to establish a four (4)-day schedule as a normal work week. Accordingly, the number of hours which presently constitute a normal five (5)-day work week schedule will be scheduled in equal amounts over four (4) consecutive/non-consecutive days.

No daily overtime payment as required in Section 19.8 shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Continuous work over ten (10) hours in any workday will be paid at the applicable overtime rate. No differential payments for evening and night work shall be made unless some or all of the hours which would otherwise constitute a normal workday if scheduled over five (5) days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the Agreement.

Short-term disability and PTO while working four (4) ten (10) hour days will be based on the number of hours taken. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days.

Section 19.4

Employees may take a rest period in each half of the tour. Rest periods may not be taken earlier than one (1) hour after the starting time or one (1) hour before the quitting time of each half of their tour. Time of departure from point of work to return to duty at the same point for this purpose shall not exceed fifteen (15) minutes. Company vehicles may not be used for such purpose except when incidental to the route of travel.

Section 19.5

An employee's work tour may be scheduled or rescheduled, assigned or reassigned during any hours of a scheduled day of any work week. **If an involuntary schedule change is made without twenty-four hours' notice, all hours worked outside of the original schedule shall be paid at a premium rate of one and one-half (1.5) times the basic hourly rate.** An employee shall be notified at least twenty-four (24) hours in advance of such schedule changes except in emergencies.

Section 19.6

Seniority shall govern choices of tours (schedule of hours and days available), but only to the extent that it may be necessary for the Company to assign qualified employees to certain tours. Employees shall be afforded choice of available tours in the order of their seniority at least once every three (3) months.

Section 19.7

Regular, weekly schedules for employees will be posted at least two (2) weeks in advance but in no case later than Wednesday at 3:00 p.m. of the preceding week.

Section 19.8

The overtime rate is one and one-half (1.5) times the basic hourly rate of pay and is paid under the following conditions:

- (a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday;
- (b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek;
- (c) All hours worked on a non-scheduled Sunday (if Sunday is part of the regular posted work schedule, the first 8 hours are paid at the basic rate of pay.
- (d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 19.10.

The following hours will be considered as hours worked and will count toward the daily and weekly overtime calculation described in (a) and (b) above:

- Scheduled PTO hours.
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a Sunday.
- Paid union time off for joint meetings with the Company.

The following hours will not count toward the daily and weekly overtime calculation described in (a) and (b) above:

- Bereavement, Jury Duty, Witness Duty, Short-term Disability (STD), Workers Compensation, Military, unexcused/ unscheduled **PTO**, unexcused/unscheduled **PTO** days, inclement weather, and any other paid time off not listed above;
- Any non-paid time off, including non-paid union time;
- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold);
- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.

A differential of **\$3.00** per hour will be paid for the first eight (8) hours worked on a scheduled Sunday, any hours worked over eight (8) on a

scheduled Sunday will be paid at the overtime rate. There will be no more than twenty (20%) of the total workforce scheduled to work on the Sunday schedule.

Section 19.9

It is understood and agreed that employees may be required to work overtime hours as directed by the Company and employees are expected to be available and to generally accept call outs in order to meet customer service requirements. In order to meet this obligation, employees must provide the Company with a can be reached number or utilize the Company-provided phone after hours. If employees are unable to return phone messages in a reasonable amount of time or do not answer, they will be considered as unavailable for the callout.

Section 19.10

An employee may be required to participate in a "standby" program; the obligation will be limited to **twenty-six (26)** weeks in a calendar year. An employee may volunteer for additional available weeks. Employees will be assigned on a rotational basis by seniority. This program may consist of either a 7-day, daily, or week-end assignment. The employee may also arrange for alternate qualified coverage. Where reporting areas manpower cannot support the "standby" effort, reporting areas may be combined. An employee "standby" will keep the dispatch center advised of his/her location and be available for duty. For the convenience of the employee, pagers or radios and home garaging may be assigned to the employees when "standby" when requested.

An employee on standby will not be expected to work more than six (6) hours on call-out in a day, except on days off. This refers to worked time not paid time.

7-day Standby: Monday 8:00 a.m. through Monday 8:00 a.m.

Week-end Standby: Friday 5:00 p.m. through Monday 8:00 a.m.

Holiday Standby: If a standby assignment includes a Holiday, **\$75.00** will be paid for the holiday.

Daily: 8:00 a.m. through 8:00 a.m. - Daily standby can be used when an employee is unable to complete their weekly standby due to a compelling personal reason (subject to supervisor approval).

Standby Payment - **\$35.00** per day will be paid with the exception of a holiday as referenced above.

Over 26 weeks Standby: In reporting areas that cannot sustain the annual Standby effort, an extra **\$35.00** will be paid for any weeks/weekends that an employee volunteers over the **twenty-six (26)** week requirement.

If weekend standby has been assigned, and a holiday falls on a Monday or Friday, the entire 24 hours of the holiday will be included in the standby assignment.

If 7-day standby has been assigned, and a holiday falls on the following Monday, the Standby assignment will end at 8:00 a.m. on Tuesday.

Standby employees following or preceding a holiday schedule shall not have their standby pay prorated because of the holiday. This program does not lessen the responsibility of all employees to accept normal call outs.

Call out time shall be paid with a minimum payment of two (2) hours at the rate of time and one-half if called out after the employee's regular scheduled quitting time and before midnight, and a minimum payment of three (3) hours if called out between midnight and the employee's regular scheduled starting time. This Section does not apply to overtime that is continuous with the employee's regular schedule. The foregoing is superseded on Sundays and paid holidays, on Sundays the payment shall be time and one half and on holidays payment received shall not be less than two (2) hours at the rate of double time which rate shall continue for all hours worked if in excess of two (2).

Section 19.11

Overtime hours will be distributed as equally as possible within each job title among regular full time employees in the job titles.

Section 19.12

All hours worked between 7:00 p.m. and 6:00 a.m. shall be paid at the night differential of **\$3.00** per hour.

The differential in this section is applicable to regular scheduled tours and straight-time hours only. This differential will not be paid in addition to overtime; however, it will be paid on Sundays and paid holidays up to a

maximum of eight (8) hours only on all hours worked after 7:00 p.m. and prior to 6:00 a.m.

Employees working a split tour, wherein such tour constitutes two (2) sessions with a non-paid break of more than two (2) hours, shall be paid a differential of **\$3.00** for the second session, provided the complete tour is worked.

The differential is not compounded when the qualifying hours are worked at an overtime or premium rate.

Section 19.13

In the event of injury or accident while at work during scheduled working hours, an employee shall be paid for time lost from work due to medical treatment or care on the day the injury or accident occurs. If the employee is sent home by the Company or by the physician to whom the employee has been referred by the Company, the employee shall be paid for the number of hours that the employee was scheduled to work the day of the injury or accident. The payment or receipt of benefits under this Section shall be without prejudice to the rights or claims or defenses which the Company or the employee involved may have or may claim under the Worker's Compensation Statutes of Ohio or any other applicable Worker's Compensation Statutes.

When subsequent visits to the physician related to the same injury or accident are required, time lost from regularly scheduled work for such visits shall be paid by the Company.

Section 19.14

When an outside employee has reported to work as scheduled and inclement weather keeps that employee from performing the normal duties, that employee shall be assigned to other work, if available, at the employee's regular basic wage rate or shall be paid for the number of hours that employee was scheduled to work and was prevented from doing so. However, by mutual agreement employees may leave work without pay for an agreed to number of hours in lieu of doing other work during inclement weather. Inclement weather shall be defined for purposes of this Section as weather which would interfere with the safe performance of work, such as heavy rain, wet snow, or excessive cold or wind. Management shall determine the type and location of the alternate duties to be performed. Management shall determine, in all instances, the extent to which outside work shall be performed during inclement weather with reasonable

consideration being given to both the protection of the health and safety of employees and the continuity of essential services.

Section 19.15

Any regular, full time employee who is a member of the National Guard, State Guard or Reserve component of the United States Armed Forces, when ordered to report for training by the employee's commanding officer to any training center or camp, when such training cannot be obtained outside of said employee's scheduled working hours, shall be excused by the Company to receive such training upon giving at least fourteen (14) days prior written notice to the employee's supervisor. An employee granted absence for such training shall be paid, up to a maximum of two (2) calendar weeks, a sum which, when added to the payment received for such military training, shall equal the straight time pay which the employee would have earned for the same two (2) weeks, provided the employee furnishes the Company with written proof from the commanding officer of such time spent in training and payment received for such military training. Such payment will be made but once in any calendar year.

The foregoing provisions also apply to riot and other civil disturbance duty. In this case, it is understood the fourteen (14) day notice provision would not apply, nor the provision for payment once in a calendar year.

Section 19.16

An employee who works more than two and one half (2 ½) consecutive hours overtime past the normal tour ending time and is expected to continue working, shall receive a thirty (30) minute paid meal break.

Section 19.17

Employees will receive reimbursement for the reasonable cost of meals as follows: up to \$60.00 per day worked while working away from home and living away from home. The cost of breakfast will not be reimbursed when the employee is traveling on paid time to the work location and the cost of dinner will not be reimbursed when the employee is traveling from the work location on paid time. Receipts are required for reimbursement. **Or, the employee may receive a per diem of \$55.00 per day for the cost of meals.**

Employees will use a corporate credit card to pay for travel expenses when working out of **reporting areas** or attending training required by the Company including air fare, lodging, meals, parking, tolls and ground transportation. An electronic expense reporting process will be used and

reimbursement will be authorized only for approved expenses charged to a corporate credit card and approved incidental expense, which cannot be paid for with a credit card. The Company will pay the corporate credit card bill and reimburse incident expenses as a non-taxable item on the employee pay check provided an approved expense report has been promptly completed following the overnight assignment and supported by receipts.

Section 19.18

A per mile allowance will be paid in accordance with the Corporate Travel and Expense practice for driving a personal car, provided the employee obtains minimum liability insurance coverage of \$100,000-\$300,000 non-commercial.

Section 19.19

When an employee is assigned to work at a temporary work location less than 65 miles from his original reporting location the Company may elect, with mutual agreement with the employee to pay per diem of twenty dollars (\$20) if 25 but less than 35 miles one way, twenty-five dollars (\$25) if 35 but less than 50 miles one way, and thirty dollars (\$30) if 50 but less than 65 miles one way in lieu of lodging, mileage, etc. When this method is used the employee will provide his own transportation to/from the work location.

Travel time to the work location at the beginning of the assignment and travel time from the work location to the reporting location at the end of the assignment will be paid time. When this section is applied, contrary language in Articles 19 and 21 does not apply.

Section 19.20

All employees covered by this Agreement shall be required to attend Company and Manufacturers' Training Schools from time to time as designated by the Company.

The Company will give consideration to excuse an employee from attendance at such schools upon the employee's request, substantiated by a valid reason.

Section 19.21

The Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit for the purchase of approved garments through the Company

authorized vendor to employees in those job titles which the Company deems appropriate. New hires in those job titles may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

Employees will be required to wear uniform and non-uniform garments that are, in the Company's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all work hours. Regular and all appropriate maintenance of an employee's uniform is the responsibility of the employee.

The Company shall have the unilateral right to modify, amend, or cease the uniform program at any time.

Safety Footwear

Employees with exposure to foot hazards as determined by the Company's Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal **Brightspeed** requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

Employees identified as needing safety footwear will be required to wear safety footwear at all times when performing their work assignments. Those employees will have the choice of wearing steel toe or composite toe safety footwear as long as it meets the current national standard. The requirement to wear safety footwear will cease when employees leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal, or when safety footwear is no longer required.

Since safety footwear can be utilized both on and off the job, employees are responsible for the purchase and maintenance of their safety footwear. For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

The Company will provide Safety Footwear in accordance with the Safety Footwear Policy dated January 1, 2023, applicable to non-represented employees of the Company. This policy will remain unchanged for the life of the agreement.

Safety Eyewear

Employees in certain job titles and work environments may also be required to wear safety eyewear while at work. Employees who require corrective vision lenses must also wear safety eyewear, when required.

Effective March 1, 2018, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.

1. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.
2. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision ‘correction.’
3. The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades. Each order for prescription safety glasses will include detachable side shields.
4. The Company contribution for prescription safety eyewear will only be provided through the designated supplier(s) for the procurement of prescription safety glasses. There will be no company contribution, subsidy or reimbursement for prescription safety glasses obtained outside of the designated supplier(s).

This supplier will bill the Company for the \$75 annual maximum contribution and the remainder of the expense for prescription safety glasses, if any, will be paid by the employee. Employees will be responsible for the cost of prescription safety glasses above the Company’s annual contribution for additional or replacement pairs of prescription safety glasses, including frames and/or lenses. Employees will also be responsible for the cost of eye examinations.

Specialty safety eyewear that does not include a vision correction will be excluded from the company contribution for prescription safety eyewear.

The Company will make available, at no cost, non-prescription safety eyewear. Choices of non-prescription safety eyewear are available to employees through the SAP/CART ordering process.

Section 19.22

The Company will furnish at its own expense all the tools which employees need to perform their job duties. Employees who are furnished tools shall be responsible and accountable for their proper use and care. Tools which become broken or worn through normal wear will be replaced by the Company at its own expense, provided that they are returned to the Company. Tools which are lost or stolen shall be replaced at the employee's own expense except when loss results from causes beyond the employee's control, including failure of the Company to provide a secure place for storage. The Company will specify the quantity, kind, type and make of tools that are to be used in connection with each type of work.

Section 19.23

Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 18.6.

ARTICLE XX GENERAL WORKING CONDITIONS - C.O.E.

Section 20.1

As used in this Article, the following terms shall have the following meanings:

- (a) Home Location: The District Office of the Company nearest to the C.O.E. Installer's home. The employee's home location can change with mutual agreement of the Company. A C.O.E. Installer must join the C.W.A. Union Local nearest the employee's permanent residence. If the employee changes residence, the Union will notify their local Human Resources Office if there is any change in the employee's local Union membership.
- (b) Work Location: Central Office or other Company facility in which work is being done.

Section 20.2

Business Service Technician job title will install and maintain systems.

ARTICLE XXI BASIC PERSONAL DEVELOPMENT/ JOB DISPLACEMENT TRAINING

Section 21.1

A fast-paced, changing environment suggests a special need to offer employees additional training opportunities separate from those currently job specific. The training envisioned relates to training for personal development in anticipation of future career opportunities. The Company agrees to provide developmental resources via skills identification to those individuals wishing to take advantage of this opportunity. The Company and Union will initiate a joint venture to 1) research potential sources for acquiring those skills and 2) communicate the resources to the employee body. It is understood that technologies are constantly changing, therefore, skills identified for specific positions will also change.

Employees' participation in this development training will be voluntary, and time spent by employees in this training will be voluntary, and time spent by employees in this training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

Section 21.2

The basic developmental training called for by this program will be paid by the Company but only if prior approval in writing is first acquired by the employee.

Successful completion by an employee of any training or courses related to this program will be taken into account by the Company when considering the employee for an upgrade, downgrade, or transfer; however, no guarantees are implied. Successful completion of training will also be logged in the employee's training profile.

Both the employee's supervision and the Human Resources department will encourage the employees to participate in and successfully complete the available training courses.

Section 21.3

Nothing in this program will supersede the applicable promotion or transfer provisions of the labor agreement (contract).

Section 21.4

The Company and the Union recognize the value of training to increase employee skills in order to compete in an ever-changing business environment. The parties agree to work together to promote educational programs to bargaining unit employees to include, where possible, programs like CWA/NETT. Training associated with CWA/NETT or similar training is voluntary and taken on the employee's own time. Costs associated with this training must adhere to the Company's Tuition Reimbursement policy.

ARTICLE XXII BEREAVEMENT

Section 22.1

Regular employees and temporary employees who have completed ninety (90) calendar days of service shall be granted time off to attend a relative's funeral with pay at the employee's regular, basic wage rate plus any normal differentials on the following basis:

- (a) Five (5) working days for an employee's immediate family. "Immediate family" is interpreted to mean; husband, wife, domestic partner, parents, stepparents, children, stepchildren, (includes children and step-children of domestic partner), sister, brother, stepsister, stepbrother, and grandchild.
- (b) Three (3) working days for other relatives. "Other relatives" is interpreted to mean; grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents-in-law. This includes those who are related to you through marriage (step or in-law), or through your domestic partner. You are also eligible for three (3) working days off with pay for the death of your aunt, uncle, niece, or nephew
- (c) Proof of death of the relative and attendance at the funeral may be required in the form of a statement from the funeral director or officiating clergyman.

- (d) The term "funeral" as used in this Section shall also include a memorial service where one is held in lieu of a funeral. Probationary employees shall be granted such time off without pay.

**ARTICLE XXIII
JURY DUTY**

Section 23.1

Regular employees and temporary employees who have completed ninety (90) calendar days of service shall be granted time off to serve Jury Duty or to appear as a witness in court when summoned (excluding such appearance as a defendant) and for that period of time so serving shall be paid the employee's normal and usual employment pay received from the Company, computed on the basis of a forty (40) hour week at the employee's regular basic wage rate plus any normal and usual premium or differentials in effect for the last payroll period preceding the start of each period of court service. An employee shall request from the appropriate public official a written statement showing the court service dates by the employee which statement is to be presented to the Company.

Probationary employees shall be granted such time off without pay.

**ARTICLE XXIV
REDUCTION IN FORCE**

Section 24.1

Reductions in the work force shall be made, to the extent needed within each location and department, as follows:

- (a) Occasional, temporary, probationary, and regular part-time employees will be laid off first and in that order.
- (b) Thereafter, employees will be laid off from the job title affected in reverse order of seniority, namely, the employees with the least seniority shall be laid off first.
- (c) Employees laid off may in turn exercise reassignment rights in accordance with Section **24.2** of this Article.

Section 24.2

An employee with one (1) or more years of seniority shall have reassignment rights. Reassignment may be to a job in the same job title but in another

reporting area. Reassignment may be to a job in another job title which the employee previously held with the Company. In such instance the employee must have performed that job to the satisfaction of the Company and can still perform it satisfactorily with a maximum of forty (40) hours of refresher training. The Company shall decide whether qualifications are adequate. In the application of rights under this Section, the following limitations shall apply:

- (a) Employees having one (1) but less than three (3) years' seniority may exercise their reassignment rights within the same **reporting area**.
- (b) Employees having three (3) or more years' seniority may exercise their reassignment rights within the same Local (**4470 and 4322**).
- (c) Employees having ten (10) or more years' seniority may exercise their reassignment rights within the Collective Bargaining Unit.
- (d) Employees exercising reassignment rights must have greater seniority than the employees they displace.

Section 24.3

When an employee exercises reassignment rights under Section 24.2 requiring relocation, the Company may select the **reporting area** where operating factors become a matter for consideration. Costs of moving to the new **reporting area** will be assumed by the employee.

Section 24.4

An employee who declines to exercise reassignment rights available under Section 24.2 does not prejudice the employee's rights for recall from layoff under the provisions of Section 24.5 of this Article.

Section 24.5

In recalling employees laid off, seniority by location and job title in reverse order of layoff shall prevail, that is, the laid off employee with the most seniority will be recalled first, provided that employee is capable of performing the job available, with only such time as an employee with previous experience on such job assignment would reasonably require, and except that the employee shall not be upgraded by being recalled. An employee must accept recall to an opening in that employee's regular job title or to any similar or comparable job at the original district or sub-district. Otherwise that employee shall be deemed to have quit the Company's

employment. An employee may decline recall to an opening in that employee's regular job title or to any similar or comparable job at a district or sub-district other than the original district or sub-district, if to accept it would be a hardship because of geographical considerations.

Section 24.6

An employee who has been reassigned in accordance with the provisions of Section 24.2 of this Article shall have the opportunity to return to a job available in that employee's regular district or sub-district before laid-off employees of lesser seniority are recalled or new employees are engaged, provided the employee is capable of performing the job available, with only such time as an employee with previous experience on such job assignment would reasonably require and except that the employee shall not be upgraded by being returned. When offer of return has been made the employee shall accept within one (1) week of receipt of such notice and shall report for duty within two (2) weeks of the date such return is offered. Otherwise, that employee shall forfeit the right of return. Any offer of return shall be made in person and/or by certified mail, return receipt requested, addressed to the latest address furnished by the employee.

If an employee reassigns to a higher position or is promoted, thus being higher than the position from which they were laid off, and they are assigned to the District from which they were laid off, they shall not have recall rights down to that original position.

Section 24.7

Employees who have been laid off must keep the Company informed of the address at which they can be reached. Any offer of re-employment shall be made in person and/or by certified mail, return receipt requested, addressed to the latest address so furnished. When an offer of re-employment has been made, the employee shall accept within one (1) week of receipt of such notice and shall report for duty within two (2) weeks of the date such re-employment is offered. If an employee fails to comply with the time limits set forth in this Section, or fails to keep the Company informed of that employee's latest correct address, that employee shall forfeit all further rights and shall be deemed to be terminated. An exception shall be allowed if temporary personal disability prevents acceptance of the recall offer.

Section 24.8

An employee shall receive basic wage rate of the job to which that employee is reassigned, or returned, or recalled, which basic wage rate is to be

determined upon the basis of the employee's length of service except that the rate may not be higher than the basic wage rate the employee held on the regular job at the time of layoff.

Section 24.9

Reductions in force will be made on the basis of either layoffs or part-timing. The Company will notify the Union at least two (2) weeks in advance before laying off or part-timing regular full-time employees provided circumstances allow the Company to give such notice. **Any employee identified for part-timing shall be given the option to accept layoff in lieu of part-timing.** Upon request, the Company will meet with the Union to discuss its layoff or part-time plans, but this shall not preclude the Company from proceeding with such layoffs as may be necessary.

Section 24.10

Layoff allowance shall be in the amount of 100% of **three (3)** week's pay for each year of service up to a maximum of thirty (30) weeks' pay at the 100% rate which is paid in a lump sum. The number of weeks accrued will be established based on the number of years of service at the time of initial layoff.

Full separation pay for reduction in force shall be paid a second time if the employee has worked twelve (12) additional months after return from his or her layoff and is again laid off.

An employee who volunteers to accept permanent termination (except those employees whose job has been abolished or an employee bumped by such employee who would be automatically terminated) will be paid per the above severance schedule based on their length of service when approved by the Company.

ARTICLE XXV EMPLOYEE INCOME PROTECTION PLAN

Section 25.1

If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer employees the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Employee Income Protection benefits as described below subject to the following conditions:

- a) The Company in its sole discretion may offer EIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.
- b) An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.
- c) Employees who elect to receive benefits under the provisions of this Section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.
- d) If an employee voluntarily accepts EIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on the scheduled last day worked for EIPP designation regardless of the anticipated release date by the physician.

Section 25.2

Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with this Section begin within one month after such employee has left the service of the Company.

Section 25.3

For employees who so elect in accordance with this Section, the amount of Employee Income Protection benefits payable shall be a total of \$30,000. Employees may elect to receive the total benefits, in either a lump sum, or in 12 month, 24 month, 36 month, or 48 month equal payments.

Section 25.4

Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.

Section 25.5

In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate

Section 25.6

The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth herein if it deems appropriate. In the event the Company decides to offer an enhanced voluntary termination payment, the Company shall communicate its intentions and the details of the enhancement to the Union prior to extending any offer to employees.

ARTICLE XXVI WAGES

Section 26.1

The schedules of basic wage rates together with job titles for employees covered by this Agreement shall be as set forth in Appendix A attached hereto and made a part hereof.

Section 26.2

The Company agrees to grant scheduled wage increases specified in their appropriate schedules in accordance with the time intervals and amounts provided in such schedules, subject to the following conditions:

- 1) Wage progression/step increases will be effective based on the service anniversary date for active, full time employees and based on date last

given for part time employees after the employee has worked 1040 hours.

- 2) Annual wage increases will be effective the first day of the pay period closest to the effective date of the increase.

Section 26.3

The Wage Schedules set forth in Appendix A shall set forth the rates of pay applicable to the named job titles according to seniority or adjusted wage schedule for current employees. New employees who can verify previous actual or allied experience to the satisfaction of the Company may be paid a rate, at hiring, commensurate with the value of such experience to the Company's operations. Such rate shall not be set as to provide unearned wage advantage over current employees. A further adjustment, upwards or downwards, may be made during the trial period but not thereafter without review with, and agreement of the Union.

Section 26.4

The Company shall have the exclusive right to determine the sources of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants.

Section 26.5

Job titles for employees shall be as set forth in Appendix A. If substantial changes in the method of operation, or tools, or equipment or requirements of a job title set forth in Appendix A occur, indicating the need for re-evaluation, or if a job arises which is not classified in Appendix A, the job title and corresponding wage schedule shall be established by the Company and put into effect. The parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union.

Section 26.6

Thereafter, the Company shall promptly notify the Union, which notification shall be in writing and shall include the job title, the wage schedule and the date of the Company's action. The Union shall indicate its acceptance of or objection to the wage schedule within thirty (30) days from receipt of the Company's notification. Upon the Union's acceptance or non-response, the

Company's actions shall become final and incorporated herein for the duration of this Agreement. If the Union objects to the wage schedule of a substantially changed or new job title, the matter may be submitted for resolution through the Arbitration Procedure of Article V within thirty (30) days after the Union makes its objections known. It is understood and agreed that in the interim, affected employees will in good faith undertake to perform the job duties and meet the job standards required of them and that any agreed upon basic wage rate or one set by an arbitrator shall be retroactive to the date upon which the changed or new job duties began. If arbitrated, the authority of the Arbitrator will be limited to either the last offer made by the Company or the last offer made by the Union.

Section 26.7

Employees will be paid bi-weekly. The bi-weekly pay method will be direct deposit with access to pay stubs available to employees electronically.

ARTICLE XXVII JURISDICTIONAL BOUNDARIES

Section 27.1

The Company may temporarily transfer an employee across Union jurisdictional boundaries. The Company will utilize this to meet customer needs, project completion, to reduce contractor usage where feasible, to fill in for **PTO**, Leaves of Absence or absenteeism. An employee temporarily transferred shall be paid the basic wage rate of their regular job or the basic wage rate of the job to which that employee is transferred, whichever is higher.

The Company will inform the Local Union President where there is a need for an employee to cross Union jurisdictional boundaries for more than one (1) consecutive day, explaining the reason why the action is being taken.

Crossing jurisdictional lines will not be utilized for the singular purpose of supplanting overtime. If there is a need for additional manpower in an area for a period of more than four (4) hours, employees on scheduled days off will be offered such work prior to a person crossing jurisdictional lines.

The Company will not request the crossing of jurisdictional lines into a job title if a layoff exists in the area in that job title.

CWA Locals will only cross or allow crossing of jurisdictional boundaries if a reciprocal agreement exists with the other Union and providing that the

Company will not use any provisions of this Section to supply craft employees to areas served by another Union in the event of a strike by that Union.

Any of the above limitations may be waived by mutual agreement of the Company and the Union.

ARTICLE XXVIII COMMON INTEREST COMMITTEE

Section 28.1

In the interest of sound labor and management relations, unless mutually agreed otherwise, annually on a date mutually agreed upon, the Company and his/her designated representatives, second level and higher, shall meet with Local Union Presidents or their designees, and one (1) non-employee representative of the Union. The Company and Union agree to participate in this problem solving process in order to enhance customer satisfaction and promote a more harmonious relationship between the Union and the Company. If necessary, additional representatives may attend by mutual agreement of both parties. Both parties will be notified ten (10) working days in advance of the scheduled meetings with the names of those employee representatives who will be attending the meeting.

Section 28.2

The purpose of such meetings will be to notify either party of changes made or contemplated by the other which may affect either party and to allow a free exchange of thoughts, discussions, and opinions among the parties regarding those changes and to disseminate general information of interest.

Section 28.3

It is further agreed that if additional meetings are requested and mutually agreed upon, they will be convened as soon as feasible.

Section 28.4

Common Interest meetings are not intended as negotiation sessions or to alter or amend the basic agreement.

Section 28.5

Employees representing the Union as authorized by this agreement shall be given sufficient time without loss of pay or benefits to attend those meetings held during working hours.

Section 28.6

The Company and Union agree, the Common Interest Committee will not meet so long as the Cooperative Resource Committee is actively meeting.

ARTICLE XXIX DEFINITIONS

As used in this contract, the following terms shall have the following meanings:

Section 29.1

The probationary period is a period of ninety (90) calendar days from the last date of hire. The said period may be extended at the option of the Company, in which case, the probationary period will be the said ninety (90) days, plus the length of the extension period. Before extending the probationary period in the case of any employee, the Company will advise the Union of the reason for doing so and any extension will be by mutual agreement.

Section 29.2

A regular employee is a person who has completed the probationary period, has been accepted by the Company for continued employment, and has satisfactorily met the Company's standards for employment in a regular status.

Section 29.3

A regular, full-time employee is a regular employee whose normal schedule of work is on the basis of a normal work week.

Section 29.4

A regular, part-time employee is a regular employee whose normal schedule of work is less than thirty (30) hours per week.

Section 29.5

A temporary employee is a person who is employed for a specific project or for a definite period of time, ordinarily not to exceed six (6) months of continuous employment. The said period may be extended by mutual agreement of the Company and the Union. Retention of a temporary employee is not dependent upon length of their service.

Section 29.6

A probationary employee is an employee who has not completed the probationary period.

Section 29.7

An occasional employee is a person who is employed to perform assignments for which there is no regular schedule of work or to fill in for, or supplement the work of, regular employees on an occasional basis. Occasional employees are employed only on the specific days on which they work.

Section 29.8

A normal work week is a work week in which the scheduled work assignments do not exceed forty (40) hours, divided into not more than five (5) daily tours of not more than eight (8) hours each, exclusive of a lunch period except on a work tour requiring the employee's continuous presence on the job and during which that employee is permitted to eat. A normal tour is one of the daily tours comprising the normal work week. For the Plant Department, a normal workday is the twenty-four (24) hour period beginning with the starting time of an employee's normal tour. The said definitions do not constitute any guarantee or requirement that forty (40) hours per week or eight (8) hours per workday is either the minimum or the maximum of hours of work that may be required of any employee. The determination of the hours to be worked by an employee is the responsibility of the Company with due consideration being given to the health and safety of employees.

Section 29.9

Basic wage rate is the hourly rate of pay established in the wage schedules of this Agreement for the job title of an employee.

Section 29.10

Differential pay is an additional payment for working between 7:00 p.m. and 6:00 a.m. and for working certain designated positions.

Section 29.11

Overtime work is the time compensated for at a rate of one and one-half (1½) times the base wage rate in conformity with the Fair Labor Standards Act, as amended and/or the provisions of this Agreement.

Section 29.12

For the Plant Department, Sunday means the twenty-four (24) hour period between 12:01 a.m., Sunday, and the succeeding midnight.

Section 29.13

For the Plant Department, holiday means the twenty-four (24) hour period between 12:01 a.m. on the holiday or the day so observed and the succeeding midnight.

Section 29.14

A reporting area is a subdivision of the Company's territory: (1) in which a center of operations or headquarters is now or may be established, in view of the continuing amount of work there necessary, or (2) in which an employee is regularly assigned, because it is the most nearly permanent area the Company can designate in view of the work available, in order to aid the employee in determining the general location for establishing a home, or (3) in which the employee reports, works and quits.

Section 29.15

A session is the continuous period of time, not exceeding five (5) hours in length and not interrupted by a meal period, which an employee is assigned to work on any day. A session shall, however, include a relief period.

Section 29.16

A relief period is an assigned period which is usually fifteen (15) minutes in length, is paid time, and is included in each session.

Section 29.17

Call out time is when an employee is called as a same day request and the time, which is outside that employee's scheduled tour, is worked that same day.

Section 29.18

The term "continuous service" shall be defined as the total time an employee is on the active payroll of the Company, calculated from the last effective date of hire by the Company.

Section 29.19

At the time of negotiation of this contract, the term Plant Department includes the part of the Customer Services Department previously (1977-1979) identified as Plant and that part of the Network Department that was previously identified as Plant.

ARTICLE XXX DURATION - AMENDMENT - SEPARABILITY

Section 30.1

The Agreement shall continue in full force and effect from **December 1, 2023** through **November 30, 2028**. If either party desires to terminate or modify this Agreement, it shall, sixty (60) days prior to **November 30, 2028**, give written notice of the termination or modification. If neither party shall give notice to terminate or modify this Agreement as provided above, the Agreement shall continue in effect from year to year thereafter subject to termination or modification by either party on sixty (60) days written notice prior to termination date of any subsequent year.

Section 30.2

For the duration of this Agreement either Party may request amendment of this Agreement and the same may be amended in writing by the mutual consent of both parties.

Section 30.3

An interpretation or application of this Agreement agreed upon between the Company and the Union in writing shall be binding upon all employees.

Section 30.4

In the event that any provision contained herein is adjudged in a court of law to be a conflict with any federal law, or with any law of the State of Ohio, such provision shall be void until such time as said adjudication may be reversed. Notwithstanding such adjudication of conflict, all of the other provisions of this Agreement shall remain in full force and effect.

**ARTICLE XXXI
RECOGNITION AND/OR INCENTIVE PROGRAMS**

Section 31.1

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above-mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is agreed and understood that all customer contact employees may be required to make referrals of company products and services and perform informal and direct sales related work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program.

The Company agrees that it will not discipline employees for failure to complete sales of its products and services but may issue discipline for failure to make referrals or to perform other sales related functions. This prohibition does not apply to Retail employees that have assigned sales quotas.

**ARTICLE XXXIII
CONTRACT PRINTING**

Section 33.1

The Company and Union will endeavor to have the contract reviewed **and proofed** within one hundred twenty (120) calendar days after notification of ratification. **The Company will make this Agreement available to all employees covered by said Agreement electronically and allow it's download onto Company devices.**

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives the day and year first above written, date signed.

Brightspeed of Ohio, Inc.

Communication Workers of
America



Jeff Mitchell
VP Field Operations

Dustin Robinett
CWA Representative



John Sabat
Sr. Director
Labor Relations

Negotiating Committee:

Deanna Moore
Joe Ragozzine
Lucas Ferguson

Negotiating Committee:

Dustin Robinett
Sean Ennis
Jeremy Fatzinger
Adrian Smith

Brightspeed
WAGE SCHEDULE - CWA 4470-4322
EFFECTIVE: 12/10/2023

WAGE SCHEDULE

STEP	V01	V22
-------------	------------	------------

Start	\$15.34	\$17.12
6 Months	\$15.99	\$17.76
12 Months	\$16.98	\$18.78
18 Months	\$18.31	\$20.10
24 Months	\$19.98	\$21.76
30 Months	\$21.98	\$23.76
36 Months	\$24.31	\$26.09
42 Months	\$26.94	\$28.73
48 Months	\$29.96	\$31.75
54 Months	\$33.28	\$35.06

Group V02	Construction Tech, Equipment Installer, Network Tech, Customer Svc Tech, Building Operations Tech
Group V22	Network Tech II

**Effective the first day of the pay period closest to the effective date*

Brightspeed
WAGE SCHEDULE - CWA 4470-4322
EFFECTIVE: 12/01/2024

WAGE SCHEDULE

STEP	V01	V22
Start	\$15.72	\$17.55
6 Months	\$16.39	\$18.20
12 Months	\$17.40	\$19.25
18 Months	\$18.77	\$20.60
24 Months	\$20.48	\$22.30
30 Months	\$22.53	\$24.35
36 Months	\$24.92	\$26.74
42 Months	\$27.61	\$29.45
48 Months	\$30.71	\$32.54
54 Months	\$34.11	\$35.94

Group V02		Construction Tech, Equipment Installer, Network Tech, Customer Svc Tech, Building Operations Tech
Group V22		Network Tech II

**Effective the first day of the pay period closest to the effective date*

Brightspeed
WAGE SCHEDULE - CWA 4470-4322
EFFECTIVE: 12/01/2025

WAGE SCHEDULE

STEP	V01	V22
------	-----	-----

Start	\$16.11	\$17.99
6 Months	\$16.80	\$18.66
12 Months	\$17.84	\$19.73
18 Months	\$19.24	\$21.12
24 Months	\$20.99	\$22.86
30 Months	\$23.09	\$24.96
36 Months	\$25.54	\$27.41
42 Months	\$28.30	\$30.19
48 Months	\$31.48	\$33.35
54 Months	\$34.96	\$36.84

Group V02		Construction Tech, Equipment Installer, Network Tech, Customer Svc Tech, Building Operations Tech
Group V22		Network Tech II

**Effective the first day of the pay period closest to the effective date*

Brightspeed
WAGE SCHEDULE - CWA 4470-4322
EFFECTIVE: 12/01/2026

WAGE SCHEDULE

STEP	V01	V22
Start	\$16.59	\$18.53
6 Months	\$17.30	\$19.22
12 Months	\$18.38	\$20.32
18 Months	\$19.82	\$21.75
24 Months	\$21.62	\$23.55
30 Months	\$23.78	\$25.71
36 Months	\$26.31	\$28.23
42 Months	\$29.15	\$31.10
48 Months	\$32.42	\$34.35
54 Months	\$36.01	\$37.95

Group V02		Construction Tech, Equipment Installer, Network Tech, Customer Svc Tech, Building Operations Tech
Group V22		Network Tech II

**Effective the first day of the pay period closest to the effective date*

Brightspeed
WAGE SCHEDULE - CWA 4470-4322
EFFECTIVE: 12/01/2027

WAGE SCHEDULE

STEP	V01	V22
Start	\$17.09	\$19.09
6 Months	\$17.82	\$19.80
12 Months	\$18.93	\$20.93
18 Months	\$20.41	\$22.40
24 Months	\$22.27	\$24.26
30 Months	\$24.49	\$26.48
36 Months	\$27.10	\$29.08
42 Months	\$30.02	\$32.03
48 Months	\$33.39	\$35.38
54 Months	\$37.09	\$39.09

Group V02		Construction Tech, Equipment Installer, Network Tech, Customer Svc Tech, Building Operations Tech
Group V22		Network Tech II

**Effective the first day of the pay period closest to the effective date*

Schedule 14 Construction Tech
Equipment Installer
Network Technician
Customer Service Technician
Building Operations Technician.

Schedule 16 Network Technician II

DIFFERENTIALS:

In charge \$1.50 per hour

CLASS A DRIVER'S LICENSE

The Company will reimburse \$19.00 toward the Class A driver's license where the license is required by the Company.

NETWORK TECHNICIAN II

The Network Technician II position will serve a critical role for the Company in providing service for key customers with advanced products. Candidates awarded these position(s) will be required to have and maintain a minimum of two (2) industry and vendor certifications as determined by the Company which will be noted in the job posting. The Company shall have the unilateral right to adjust certification requirements to keep up with changing technology.

The Parties understand that these positions may be difficult to fill and retain due to the specialized skills needed and that the assignment of work for employees in this job title needs to provide a great degree of flexibility in order to efficiently operate.

At the Company's sole discretion, employees awarded a Network Technician II position may be placed into the wage scale at the rate appropriate to their skill sets as determined by the Company and may be eligible for a signing or retention bonus separate and apart from the hourly base wages or any other Company sponsored bonus/incentive.

New employees hired into the Network Technician II job title will have six (6) months to obtain the required minimum certifications. If an employee does not obtain the required minimum certifications, his/her employment will be terminated.

An internal candidate who is awarded a Network Technician II position will have twelve (12) months to obtain the required minimum certifications. If an internal candidate is not able to obtain the required minimum certifications, or is not able to maintain the required minimum certifications, the employee will be allowed to exercise his/her seniority rights under Article 26.02.

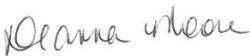
A current Network Technician II who fails to maintain required certifications will have their job title and pay rate changed to a Network Technician.

The Company will make available all training schedules including dates, times, and locations.

Time for formal training and the cost associated with the training, certification, and re-certification will be covered by the Company.

The Company has no need for additional Network Technician II's. Current employees may stay in the job title however no additional Network Technician II's will be added.

This letter of agreement is effective **December 1, 2023**, and will remain in effect until **November 30, 2028**, unless extended in writing by both parties.



Deanna Moore
Labor Relations Negotiator



Dustin Robinett
CWA Representative

APPENDIX B

Short Term Disability

The Company agrees to provide STD benefits for all regular full-time employees on a non-contributory basis. Regular part-time, temporary, or occasional employees are not eligible for STD benefits. The administration of STD leaves, including the application process and timelines, eligibility rules, notice requirements, return to work rights, and modified duty programs will be governed by the **Brightspeed** Disability Plan (the “Plan”).

Employees qualify for STD benefits when they are participants who cannot work at their normal job due to an illness or injury incurred off the job, and satisfy the requirements as outlined in this Article but subject to the terms of the Plan which control and govern. STD benefits begin on the 8th consecutive calendar day (sixth consecutive scheduled workday) of non-occupational illness or injury for participants. Written medical certification shall be required.

PTO hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence (STD waiting period). The employee must use all available **PTO** hours before hours can be taken unpaid. If an employee does not have available **PTO** hours, those hours for which **PTO** are not available shall be non-paid.

If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, plant/office closure, etc., while the employee is receiving STD benefits under the Plan, the employee may continue to receive benefits until the earlier of either the Plan’s benefits are exhausted, the employee fails to comply with the Plan’s STD administrative requirements or the employee’s doctor (or the IME doctor) states and the Plan agrees that the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.

The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and “fitness for duty” examinations.

STD benefits under the Plan may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (partial or full pay benefits) is a percentage of “base rate pay”. Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

- a) For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019, the STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee’s service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee’s service anniversary date.

If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
1 yr but < 2 yrs	2 weeks	24 weeks
2 yrs but < 3 yrs	4 weeks	22 weeks
3 yrs but < 4 yrs	6 weeks	20 weeks
4 yrs but < 5 yrs	8 weeks	18 weeks
5 yrs but < 6 yrs	10 weeks	16 weeks
6 yrs but < 7 yrs	12 weeks	14 weeks
7 yrs but < 8 yrs	14 weeks	12 weeks
8 yrs but < 9 yrs	16 weeks	10 weeks
9 yrs but < 10 yrs	18 weeks	8 weeks
10 yrs but < 11 yrs	20 weeks	6 weeks
11 yrs but < 12 yrs	22 weeks	4 weeks
12 yrs but < 13 yrs	24 weeks	2 weeks
13 yrs or >	26 weeks	0 weeks

- b) For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee’s service anniversary date.

If your length of service is:	Then benefits at 70% of Base Salary are paid for:
Less than one year	None

1 year or >	26 weeks
-------------	----------

- c) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty-two (182) consecutive days after any STD benefit usage.
- d) STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan’s STD administrative requirements, or c) the Plan’s benefits as described in this Article have been exhausted.

If you return to work for less than 182 calendar days following an STD absence, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit Payment Schedule described above based on your service at the first time you became entitled to Plan benefits.

If you return to work for at least 182 calendar days following an STD absence, your previous STD benefits under the Plan will not be considered in determining the amount and maximum period of benefits. In other words, you will be eligible for the full benefit described above for any STD absence.

Successive disabilities due to the same cause that are separated by thirty (30) calendar days or less of active full-time employment will be considered one disability.

Worker’s Compensation

The Company will provide all Worker’s Compensation benefits required by statute to an employee who sustains an on-the-job injury.

For employees hired, re-hired or transferred into this bargaining unit before January 1, 2019, the Company will provide an employee a salary continuation benefit (called Supplemental Worker’s Compensation Pay or SWCP) equal to 85% of regular base pay when combined with an approved Worker’s Compensation claim and statutory payment.

For employees hired-re-hired or transferred into this bargaining unit after January 1, 2019, the Company will provide an employee a salary continuation benefit (called Supplemental Worker’s Compensation Pay or SWCP) equal to 70% of regular base pay when combined with an approved Worker’s Compensation claim and statutory payment.

Effective January 1, 2023, for eligible employees that have completed one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the eighth calendar day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset. Employees with less than one year of completed service are not eligible for SWCP.

An employee is never entitled to more than 85%/70% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both SWCP salary continuation and Worker's Compensation benefit payments in excess of 85%/70% of regular base pay will be deducted from the employee's salary continuation check, regular paycheck, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular paycheck, or to reimburse the Company.

SWCP payments of salary continuation benefits will be in accordance with the **Brightspeed** Disability Plan (the "Plan") and shall cease upon the earlier of a) an employee's retirement, b) discharge for just cause, or c) when employment would otherwise terminate because of reduction in force.

PENSION AGREEMENT

Between Brightspeed of Ohio, Inc. and

Local Unions 4470 and 4322 of the Communications Workers of America

The Company has adopted the Embarq Pension Component of the **Brightspeed** Pension Plan (referred to herein as the "Retirement Pension Plan") and except as provided in Section 3 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement below. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision, or other law applicable to said Retirement Pension Plan, or to administer Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 3 below, any such action taken by the Company in its sole discretion with respect to the Retirement

Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

Nothing within this Agreement shall constitute an amendment to the Retirement Pension Plan, which is subject to its terms and conditions. In the event of an inconsistency between this Agreement and the Retirement Pension Plan document, the terms of the Retirement Pension Plan document shall govern. Administration of the Embarq Pension Component of the **Brightspeed** Pension Plan and benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

SECTION 1. Embarq Pension Component of the **Brightspeed** Pension Plan

The Company agrees to provide to Members, who are Eligible Employees as defined by the Embarq Pension Component of the **Brightspeed** Pension Plan (referred to herein as the "Retirement Pension Plan") pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective **December 1, 2023** subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

Except as provided in Section 3 below, a Member shall mean an employee of **Brightspeed of Ohio, Inc.** represented by Locals **4470 and 4322** of the Communications Workers of America who is eligible to participate in the Retirement Pension Plan pursuant to Article II of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in Sections 1.9, Continuous Service, and 1.11, Credited Service, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of the Pension Agreement, if as of such a date a subsequent Pension Agreement between the **Brightspeed of Ohio, Inc.** and Locals **4470 and 4322** of the Communication

Workers of America is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a pension table increase. No Credited Service shall be earned following such date. Continuous Service shall continue to be earned in accordance with Section 1.9, Continuous Service, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

SECTION 2. Amount of Allowance

- (a) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who retires under normal or early retirement under Article III, Retirement Allowance, of the Retirement Pension Plan shall be based on the Member's age in years and completed in whole months, Job Title and Credited Service at Termination of Employment; and date of Termination of Employment, or Normal Retirement Date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of Credited Service, subject to the provisions contained in Article IV, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.
- (b) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who is entitled to a Deferred Vested Early Retirement Allowance as defined in Section 1.12 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's Termination of Employment.

SECTION 3 – Hired, Rehired, or Transferred Employees On or After July 1, 2016 into CWA Locals **4470 and 4322**.

Any Employee who is first hired by the Company into CWA Locals **4470 and 4322** on or after July 1, 2016 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into CWA Locals **4470 and 4322** on or after July 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by CWA Locals **4470 and 4322** on or after July 1, 2016 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired or recalled. Service on or after July 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired or recalled (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

Any Legacy Embarq Employee who first becomes covered under the CWA Locals **4470 and 4322** Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented **Brightspeed** employees are or should be covered under the CWA Locals **4470 and 4322** Agreement) on or after July 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA Locals **4470 and 4322** Agreement on or after July 1, 2016 to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA Locals **4470 and 4322** Agreement. Service on or after July 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the CWA Locals **4470 and 4322** Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented **Brightspeed** employees are or should be covered under the CWA Locals **4470 and 4322** Agreement) or rehired into CWA Locals **4470 and 4322** on or after July 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after July 1, 2016 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later becomes covered under another union that allows benefit accruals under the Retirement Pension Plan, service earned with CWA Locals **4470 and 4322** prior to the subsequent move from CWA Locals **4470 and 4322** will not be used to determine the Retirement Allowance in the Retirement Pension Plan but such service will be considered for purposes of eligibility, participation and vesting.

For purposes of this section only, “Legacy Embarq Employee” shall mean:

1. Any employee of Embarq prior to July 1, 2009,
2. Any employee of **Lumen** first hired on or after July 1, 2009 but before July 1, 2016 who worked at an Embarq entity and who became an Eligible Employee or is eligible to become an Eligible Employee.

SECTION 4. Lump Sum Benefit Payment Option

The Retirement Pension Plan provides a lump sum benefit payment option to Members represented by CWA Locals **4470 and 4322**, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA Locals **4470 and 4322** who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member’s single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms.

The Company may, subject only to the Retirement Pension Plan’s terms and applicable law, eliminate the lump sum benefit payment option on a prospective basis, even prior to the termination of this Section.

This Section shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company may, unless contrary terms of the Retirement Pension Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Pension Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Member and to any Retirement Allowance of any such Member, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement Pension Plan, the calculation of benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Pension Plan shall rest with the Company and its delegates, shall be determined only under the terms of the **Retirement Pension Plan**, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

SAVINGS PLAN AGREEMENT
Between Brightspeed of Ohio, Inc. and
Communications Workers of America, Locals 4470, 4322

The Company has adopted the **Brightspeed** 401(k) Savings Plan (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of such 401(k) Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Agreement included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Agreement and to make Company contributions thereto. Said Savings Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include **Brightspeed** Corporation) retains the right to make such changes in the 401(k) Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the 401(k) Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the 401(k) Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said 401(k) Plan, or to administer said 401(k) Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the 401(k) Plan shall apply to all similarly situated employees of the Company in a uniform manner.

SECTION 1. Brightspeed 401(k) Savings Plan

- (a) The Company agrees to provide a means for employees to save for their retirement on a tax-preferred basis through the **Brightspeed** 401(k) Savings Plan (the "401(k) Plan"). Employee and Company contributions to said 401(k) Plan are specified in this Agreement. All terms defined in the 401(k) Plan shall have the meaning specified therein unless the context of this Savings Plan Agreement clearly indicates otherwise.

Participation shall be in accordance with Article 2, Participation, of the 401(k) Plan.

SECTION 2. Employee Contributions

- (a) Each participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant’s wage. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant’s account. The participant may contribute on a pre-tax, after-tax, Roth basis or any combination.

- (b) Catch-Up Contributions shall continue to be allowed as defined in the Plan document. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant's account. The participant may contribute on a pre-tax, Roth basis or combination.

A Participant's "wage" means base pay and approved incentives earned during a payroll period and shall not include overtime pay, shift differential pay, severance pay or any other extra pay or compensation.

SECTION 3. Company Contributions

- (a) For employees hired, rehired, or who become covered under the CWA Local **4470 and 4322** Agreement through any means before July 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant's Contribution up to a maximum of 6 percent of eligible wage.
- (b) For employees hired, rehired, or who become covered under the CWA Local **4470 and 4322** Agreement through any means on or after July 1, 2016, the Company may contribute a Company Matching Contribution in accordance with the same matching contribution formula provided for Non-Bargaining Employees in the 401(k) Plan as soon as administratively feasible.

SECTION 4. Automatic Enrollment

Employees hired or re-hired into the bargaining unit on or after **March 1, 2021**, shall automatically be enrolled in the 401(k) Plan in accordance with the terms of the 401(k) Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the 401(k) Plan and its administration procedures. This change will not go into effect until after all locals covered under the 401(k) plan have agreed to this language. Automatic enrollment will be implemented as soon as administratively feasible upon ratification.

HEALTH AND WELFARE

The Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

The Company will make available to employees, upon retirement, the same options for retiree health benefits as are offered to similarly-situated non-bargaining employees who retire from the Company. The retiree health benefits will be exclusively governed by the terms of the applicable plan(s).

The selection and administration of any plans to provide the coverage and benefits required by this Article shall be within the Company's exclusive control and sole discretion. The Company shall therefore have the unilateral right to make any changes which it deems necessary or desirable, including changes to establish, restore and/or maintain the most favorable qualification or treatment of the plan(s) under federal (or any applicable state) law. The selection of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion.

The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to all eligible employees, both bargaining unit and non-bargaining unit employees, of the Company.

During the term of this Agreement, the Company shall not have any obligation to engage in decision or effects negotiations of any type on any subject addressed (directly or indirectly) in or by this Article.

Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan, shall be exclusively resolved in accordance with the underlying plan, procedures and ERISA, and shall not be subject to the grievance and arbitration provisions of this Agreement.

VOLUNTARY BENEFITS PROGRAM

The Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.

It is understood that employees will be responsible for the entire cost for each component of the Voluntary Benefits program. At its sole discretion, the Company may permit employees to have the required costs withheld through payroll deduction.

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agents(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

Important Note: This program is not a Company-sponsored plan or benefit. It is not a plan covered under ERISA. The Company has chosen to allow these vendors to make these programs available to employees, but be advised that this is a voluntary program and only you can decide whether the benefits provided by this program are appropriate for you and your family. You are encouraged to research all suitable alternatives and consult with your personal advisors. Employees are encouraged to review the privacy and security policies and the practices of the various vendors and make sure they are comfortable with them prior to entering into any transactions. The Company is not able to provide you with advice regarding the program. Your participation is your decision, completely voluntary and at your own expense. **Brightspeed** does not endorse and is not responsible for any of the products, services or practices promoted on the voluntary benefit website. Access to this website is provided at no cost to you, and **Brightspeed** does not endorse and is not responsible for any of the products, services or practices promoted on the voluntary benefit website. Access to this website is provided at no cost to you, and **Brightspeed** does not benefit from your participation. There are no commissions or incentives paid to **Brightspeed** as a result of the products or services you may choose to purchase.

**APPENDIX C
REPORTING AREAS – Local 4470**

LIMA	CORTLAND	NAPOLEON
ADA	ANDOVER	ARCHBOLD
ALGER	BERLIN CENTER	BLOOMDALE
BEAVERDAM	BRISTOLVILLE	CYGNET
BLUFFTON	CORTLAND	DEFIANCE
CAIRO	DAMASCUS	DESHLER
DELPHOS	GREENE	FLORIDA
DUNKIRK	HARTFORD	GERALD
ELIDA	JEFFERSON	GREEN SPRINGS
GOMER	JOHNSTON	GRELTON MALINTA
LAFAYETTE	KINSMAN	HAMLER
LIMA	LAKE MILTON	HOLGATE
OTTAWA	NEW LYME	JEWELL
ROCKFORD	NORTH BENTON	LIBERTY CENTER
VAN WERT	WAYLAND	LUCKEY
VENEDOCIA	WINDHAM	LYONS
WAYNESFIELD	PATASKALA	METAMORA
WESTMINSTER	ALEXANDRIA	MOLINE
MT. VERNON	CROTON	NAPOLEON
ADAMSVILLE	HEBRON	OLD FORT
CALEDONIA	JOHNSTOWN	PORTAGE
CARDINGTON	MT STERLING	RICHFIELD CENTER
CENTERBURG	PATASKALA	RISING SUN
CHESTERVILLE	SUNBURY	STONY RIDGE
DANVILLE	MC CONNELSVILLE	STRYKER
FRAZEYSBURG	BARTLETT	SWANTON
FREDERICKTOWN	CHESTERHILL	WATERVILLE
GAMBIER	CROOKSVILLE	WAUSEON
JOHNSVILLE	GLOUSTER	WOODVILLE
MARENGO	JUNCTION CITY	
MARTINSBURG	MC CONNELSVILLE	
MT GILEAD	PENNSVILLE	
MT VERNON	REINERSVILLE	
UTICA	STOCKPORT	

**APPENDIX C
REPORTING AREAS - Local 4322**

BELLEFONTAINE	WOOSTER	LEBANON
BELLE CENTER	APPLE CREEK	LEBANON
BELLEFONTAINE	BIG PRAIRIE	MASON
BYHALIA	FREDERICKBURG	MORROW
DEGRAFF	GLENMONT	SOUTH LEBANON
EAST LIBERTY	HOLMESVILLE	WAYNESVILLE
HUNTSVILLE	KIDRON	
MAGNETIC SPRINGS	KILLBUCK	
MARYSVILLE	MADISONBURG	
MILFORD CTR.	MARSHALLVILLE	
MT. VICTORY	MILLERSBURG	
N. LEWISBURG	NASHVILLE	
RAYMOND	ORRVILLE	
RIDGEWAY	RITTMAN	
ROSEWOOD	SHREVE	
RUSHSYLVANIA	SMITHVILLE	
RUSSELLS POINT	STERLING	
W. MANSFIELD	WOOSTER	
WEST LIBERTY	BUCYRUS	
YORK CENTER	CHATFIELD	
	SHELBY	
	NEW WINCHESTER	
	LYKENS	

LETTER OF UNDERSTANDING #1

During the term of this Agreement, any employee in the Lineworker Technician job title will have the option to be upgraded to the Cable Splicer job title, without that change being subject to the posting and bid procedure outlined in Article 16. Should any employee desire to exercise this option, he should notify his supervisor.

If during the Term of the Agreement, the Lineworker job title is reduced to only one employee for any reason, the parties recognize that a one person line crew is not feasible and the remaining Lineworker Technician will be upgraded to the Cable Splicer job title immediately.

Should that occur, then all references to the Lineworker job title historically covered by this agreement will be eliminated effective with the understanding that this work has been and may continue to be performed exclusively by contractors. If, in the future, the Company determines in its sole discretion the need for Company employees to be added back to the workforce to perform Lineworker duties within the CWA territory covered by this agreement, it will fall under the jurisdiction of CWA, Locals **4470 and 4322**. The Company will meet with the Union at that time to discuss the wage rates for this affected title.

EXHIBIT IV
CWA Locals 4470 & 4322 – Brightspeed of Ohio, Inc.
PENSION PLAN
FLAT DOLLAR BENEFIT UNITS

APPENDIX D

Job Title	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
<u>December 1, 2023 – November 30, 2028</u>												
Schedule 1	V16	35.50	33.70	32.00	30.20	28.40	26.60	24.90	23.10	21.30	19.50	17.80
Schedule 2	V11	38.20	36.30	34.40	32.50	30.60	28.70	26.70	24.80	22.90	21.00	19.10
Schedule 3	V05	38.50	36.60	34.70	32.70	30.80	28.90	27.00	25.00	23.10	21.20	19.30
Schedule 4	V18	39.10	37.10	35.20	33.20	31.30	29.30	27.40	25.40	23.50	21.50	19.60
Schedule 5	V14	39.10	37.10	35.20	33.20	31.30	29.30	27.40	25.40	23.50	21.50	19.60
Schedule 6	V04	44.40	42.20	40.00	37.70	35.50	33.30	31.10	28.90	26.60	24.40	22.20
Schedule 7	V17	45.50	43.20	41.00	38.70	36.40	34.10	31.90	29.60	27.30	25.00	22.80
Schedule 8	V19	47.20	44.80	42.50	40.10	37.80	35.40	33.00	30.70	28.30	26.00	23.60
Schedule 9	V08	49.90	47.40	44.90	42.40	39.90	37.40	34.90	32.40	29.90	27.40	25.00
Schedule 10	V13	50.60	48.10	45.50	43.00	40.50	38.00	35.40	32.90	30.40	27.80	25.30
Schedule 11	V20	54.20	51.50	48.80	46.10	43.40	40.70	37.90	35.20	32.50	29.80	27.10
Schedule 12	V03	60.40	57.40	54.40	51.30	48.30	45.30	42.30	39.30	36.20	33.20	30.20
Schedule 13	V02	61.90	58.80	55.70	52.60	49.50	46.40	43.30	40.20	37.10	34.00	31.00
Schedule 14	V01	63.40	60.20	57.10	53.90	50.70	47.60	44.40	41.20	38.00	34.90	31.70
Schedule 15	V21	32.80	31.20	29.50	27.90	26.20	24.60	23.00	21.30	19.70	18.00	16.40
Schedule 16	V22	66.80	63.50	60.10	56.80	53.40	50.10	46.80	43.40	40.10	36.70	33.40

Index

A

Absence, Military, 35
Accrual of Seniority, 15
Administrative/Personal Leave, 25
Agreement Effective Date, 54
Amendment to Agreement, 54
American with Disabilities Act, 16
Arbitration Awards, 8
Arbitration Procedure, 7
Arbitrator Authority, 9
Arbitrator Decision, 8
Arbitrator Expenses, 9
Arbitrator Jurisdiction, 8
Authorized Representatives, 2

B

Bargaining Unit Seniority, 14
Basic Wage Rate, 3
Bereavement Leave, 41
Bridging of Service, 13
Bulletin Boards, 11

C

C.O.E. Working Conditions, 39
Call Out Pay, 33
Call Out Time, 53
Carryover of PTO, 20
Change in Work Schedule, 30
Choice of Tours, 30
Class A Driver's License, 62
Common Interest Committee, 50
Continuous Service, 54
Contract Labor, 28
Contract Printing, 55
Cross Jurisdiction, 49
Crossing **Area** Boundaries, 24

D

Definitions, 51
Developmental Training, 40
Differential, In-Charge, 25, 62
Differential, Night, 33
Differential Pay, 52, 62
Differential, Split Shift, 34
Differential Sunday, 31
Disability Leave, 26
Discharge, 10
Discipline, 10
Discrimination, 16
Driver's License, Class A, 62
Dues Deduction, 3

Dues Deduction List, 4
Duration of Agreement, 54

E

Eligibility for Holiday Pay, 17
Employee Income Protection Plan, 45
Equalization of Overtime, 33

F

Family and Medical Leave, 26
Federal/State Laws, 54
Force Reduction, 42
Four Day Work Week, 29

G

Grievance Procedure, 5

H

Health and Welfare, 75
Holiday Definition, 53
Holiday Pay, 17
Holiday Pay Eligibility, 17
Holidays, 16
Home Garaging, 39

I

In Charge Differential, 25, 62
Incentive/Recognition Programs, 54
Inclement Weather, 34
Injury/Accident on the Job, 34
Involuntary Transfer, 24

J

Job Applications, 23
Job Postings, 22
Job Titles, 48
Job Vacancies, 22
Jurisdictional Boundaries, 49
Jury Duty Leave, 42

L

Layoff, 42
Layoff Allowance, 45
Leave, Bereavement, 41
Leave, Jury/Witness Duty, 42
Leave of Absence, Administrative/Personal, 25
Leave of Absence, Disability, 26
Leave of Absence, Family and Medical, 26

Index

Leave of Absence, Rules, 26
Leave of Absence, Union, 13
Letters of Understanding, 79
Line Worker, 79
Lockouts, 9
Long Term Disability, 68
Lunch Period, 29

M

Management Rights, 27
Meal Break, Overtime, 35
Meal Reimbursement, 45
Mileage, 35
Military Absence, 35
Moving Costs, 24

N

Network Tech II, 63
New Employees, 3
New Job Titles, 48
Night Differential, 33

O

Occasional Employee, 56
On the Job Injury/Accident, 34
Overtime, 30
Overtime Equalization, 33
Overtime Meal Break, 35
Overtime Work, 53

P

Paid Time Off, 18
Pension Agreement, 68
Pension Benefit Units, 80
Per Diem, Temporary Assignment, 36
Personal/Administrative Leave, 25
Posting of Work Schedule, 30
Pre-Arbitration Meeting, 8
Probation Employee, 51
Probationary Period, 14, 51
Promotions and Transfers, 22
Pro-rated PTO, 19
PTO Carryover, 20
PTO Day(s) at a Time, 21
PTO Pay at Termination, 21
PTO, Pro-rated, 19
PTO Rescheduling, 20
PTO Scheduled, 18
PTO Scheduling, 21
PTO Unscheduled, 19

R

Reassignment Rights, 44
Recall from layoff, 43
Recognition, Union, 1
Recognition/Incentive Programs, 54
Reduction in Force, 42
Regular Employee, 51
Regular Full Time Employee, 51
Relief Period, 53
Relocation Costs, 24
Reporting Area, 53
Reporting Area Listing, 77
Rescheduling of PTO, 20
Rest Period, 30
Retiree Health Benefits, 74
Return to Former Job, 24
Rights of Management, 27
Rules Governing Leaves, 26

S

Safety Eyewear, 38
Safety Footwear, 37
Savings Plan Agreement, 73
Scheduling of PTO, 21
Seniority, 13
Seniority, Accrual, 15
Seniority at Transfer, 14
Seniority, Same Hire Date, 14
Seniority Termination, 15
Session, 53
Severance Pay, 45
Short Term Disability, 65
Split Shift Differential, 34
Standby Program, 32
Strikes, 9
Sunday Definition, 53
Sunday Differential, 31
Sunday Work, 30
Supervisors Performing Bargaining Work, 16
Suspension, 10

T

Telephone Concession, 22
Temporary Employee, 51
Temporary Transfer, 24
Termination of Agreement, 54
Termination of Seniority, 15
Tools, 39
Training, Developmental, 70
Transfer, Involuntary, 24
Transfer of Work, 28

Index

Transfer, Temporary, 24
Travel Expenses, 36
Travel, Meals, 36

U

Uniforms, 36
Union Bulletin Boards, 11
Union Business on Company Time, 12
Union Contract Negotiations, 12
Union Dues Deduction, 3
Union Leave of Absence, 13
Union Recognition, 1

V

Voluntary Benefits Program, 76

W

Wage Increases, 47
Wage Schedules, 58-62
Witness/Jury Duty Leave, 42
Work and Safety Policies & Rules, 28
Workday, 29, 52
Work Schedule Changes, 30
Work Schedule Posting, 30
Work, Sunday, 30
Work Week, 29, 52
Worker's Compensation, 67
Working Conditions, C.O.E., 39