

AGREEMENT

between

**BRIGHTSPEED OF CENTRAL ARKANSAS, LLC
BRIGHTSPEE OF NORTHWEST ARKANSAS LLC**

and

COMMUNICATIONS WORKERS OF AMERICA



August 29, 2024 through August 15, 2029

TABLE OF CONTENTS

<u>Article</u>		<u>Page #</u>
1	Union Recognition	2
1.1	Designation of Bargaining Unit.....	2
1.2	Recognition	2
1.3	Responsible Relationship	2
1.4	Introduction of Stewards	3
2	Definitions	3
3	EEO Commitment	8
4	Uninterrupted Service to Customers	8
5	Grievance Procedure	9
5.1	Definitions.....	9
5.2	Intent of Grievance Procedure.....	10
5.3	Reporting Grievances.....	10
5.4	Grievance Steps and Disposition.....	11
5.5	Grievance Meetings during Working Hours	12
5.6	Investigation of Grievances.....	13
5.7	Time Limits	13
5.8	Other Methods of Settling Grievances	13
5.9	Discussion of Other Matters	13
5.10	Arbitration of Grievances	13
6	Pay – Wages	16
6.1	Direct Deposit	16
6.2	Wage Rates.....	16
6.3	Administration.....	16
6.4	New Job Titles and Descriptions	17
6.5	Change of Job Titles.....	17
6.6	Union Right to Review New or Revised Jobs	17
7	Differential Pay	18
7.1	Management Relief Differential.....	18
7.2	Night Tour Differential	18
7.3	Christmas and New Year’s Eve Differential	18
7.4	Employees Temporarily Assigned to a Higher Classification.....	19
8	Standby Pay	19
8.1	Sunday Tour Pay	19
8.2	Standby.....	20

TABLE OF CONTENTS

<u>Article</u>		<u>Page #</u>
9	Overtime Pay Treatment	21
9.1	Overtime Compensation	21
9.1.5	Double Time.....	22
9.2	Call Out.....	23
9.3	Company Policy Regarding Overtime & Call Out.....	23
10	Holidays	24
10.1	Designated Holidays	24
10.2	Personal Holiday	24
10.3	Holidays falling on Saturday and Sunday	26
10.4	Holiday Tours.....	26
10.5	Employees Not Working on Designated Holidays.....	26
10.6	Employees Working on Designated Holidays.....	27
10.7	Absentees	27
10.8	Holiday Falling Within a Scheduled Vacation Period....	28
11	Vacations	28
11.1	Vacation Eligibility	29
11.2	Vacation Period	29
11.3	Vacations Cannot be Waived	29
11.4	Scheduling of Vacations.....	29
11.5	Vacation Carryover	31
11.6	Vacation Banking.....	31
11.7	Vacation Pay	32
11.8	Vacation Pertaining to Force Adjustment	32
11.9	Vacations Pertaining to Termination	32
11.10	Holiday Falling Within a Scheduled Vacation Period....	33
12	Work Schedules and Tours	34
12.1	Date When Tour Starts	34
12.2	Normal Tour of Duty.....	34
12.3	Work Schedules.....	34
12.4	Lunch Periods and Relief Periods	34
13	Working Practices	35
13.1	Status and Treatment of Probationary Employees.....	35
13.2	Limitations on Occasional Employment	35
13.3	Treatment of Temporary Employees.....	35
13.4	Inclement Weather	35
13.5	Productive Work by Management.....	36
13.6	Temporary Assignments Away from Headquarters	36
13.7	Temporary Assignments.....	37
13.8	Traveling Time Payments	37

TABLE OF CONTENTS

<u>Article</u>		<u>Page #</u>
	13.9 Use of Employee’s Motor Vehicles	39
14	Job Bidding Procedures	39
	14.1 Bidding Procedures	39
	14.2 General Provisions	40
15	Classification and Reclassification	42
	15.1 Classification	42
	15.2 Wage Treatment Upon Reclassification – Promotion	42
	15.3 Wage Treatment Upon Reclassification – Lower Job	43
	15.4 Wage Treatment Upon Reclassification – Lateral.....	43
16	Board and Lodging	44
	16.1 Per Diem Allowance	44
	16.2 Evening Meal Allowances.....	46
	16.3 General Provisions	46
17	Seniority	48
	17.1 Seniority	48
	17.2 Application of Seniority	48
	17.3 Loss of Seniority	49
	17.4 Transfers or Promotions	49
	17.5 Training Opportunities	50
18	Force Adjustment	50
	18.1 Definitions of Force Adjustment and of Related Terms.	50
	18.2 Method of Initial Force Adjustment	50
	18.3 Notification to Union	53
	18.4 Termination Pay	53
	18.5 Voluntary Termination	53
19	Tools and Equipment	54
	19.1 Furnishing of Tools and Equipment	54
	19.2 Employee Responsibility.....	54
	19.3 Replacement	54
	19.4 Inspection	55
	19.5 Uniforms	55
20	Safety Practices	56
	20.1 Company Policy to Provide Safe Working Conditions ..	56
	20.2 Safety Footwear.....	56
	20.3 Safety Eyewear.....	57

TABLE OF CONTENTS

<u>Article</u>		<u>Page #</u>
21	Authorized Absences	59
21.1	Absence for Jury, Witness or Election Day.....	59
21.2	Absence to Attend Funeral.....	59
22	Leaves of Absence	60
22.1	Administrative/Personal Leave	60
22.2	Military Leaves	60
22.3	Union Leaves.....	60
22.4	Family and Medical Leave	60
22.5	Disability Leave	60
22.6	Rules Governing Leaves	61
23	Pensions	62
24	Payroll Deduction of Dues and COPE Deductions	68
25	Union Business and Responsibilities	68
25.1	Union Activity on Company Time	68
25.2	Union Agrees Not to Coerce Employees.....	68
25.3	Leave of Absence for Union Business	68
25.4	Time Off for Union Duties	70
25.5	Bulletin Boards.....	71
25.6	List of Union Representatives	71
25.7	Joint Union-Management Negotiations.....	71
26	Company Rights and Responsibilities	71
26.1	Rights of Management	71
26.2	Company Shall Determine Size of Work Force	72
26.3	Company Will Not Interfere With Union.....	72
26.4	Company to Furnish List of Employees To Union.....	72
27	Conflict of Interest	72
28	Subcontracting and Transfer of Work	73
28.1	Subcontracting.....	73
28.2	Transfer of Work.....	73
28.3	Crossing Jurisdictional Lines	73
29	Health Care Benefits	74
29.1	Healthcare Coverage	74
29.2	Voluntary Benefits Program.....	75

TABLE OF CONTENTS

<u>Article</u>		<u>Page #</u>
30	Sickness Disability Benefits	76
31	Contents and Validation	80
	31.1 Contents of Agreement.....	80
	31.2 Federal and State Laws.....	80
32	Duration	81
	32.1 Duration of Agreement.....	81
	32.2 Negotiations at Ending of Initial Term.....	81
33	Recognition and/or Incentive Program	81
34	Telephone Concession	82
35	Home Garaging	82
36	Remote Work	82
	Appendix A: Town Classifications – Market Area.....	84
	Appendix B: Town Classifications – By District.....	85
	Appendix C: Wage Schedules	86-90

Memoranda of Agreement:

Brightspeed 401(k) Plan for Bargaining Unit Employees	81
Four-Day Work Week	94
Lump Sum Payment Option	97
Lump Sum Pension Calculation.....	97
Hourly Employees’ Pensions Lump Sum Pre-Retirement Death Benefit.....	101
Relocation Allowance.....	103
Voluntary Employees Beneficiary Association (Central).....	105
Voluntary Employees Beneficiary Association (Northwest)	109
Working Relations Committee	113
Letter of Agreement – VEBA.....	114
Job Titles.....	115
Training.....	116

AGREEMENT

This AGREEMENT made and entered into this **29th** day of **August, 2024** by and between **Brightspeed** of Central Arkansas, LLC, **Brightspeed** of Northwest Arkansas, LLC, or its successors (hereinafter called the "Company") and the Communications Workers of America, AFL-CIO (hereinafter called the "Union").

NOW, therefore, the parties hereto contract and agree with each other as follows:

ARTICLE 1 UNION RECOGNITION

Section 1.1 Designation of Bargaining Unit

1.1.1 This agreement recognizes the Union's right to sole and exclusive representation for collective bargaining purposes of the eligible employees of the Company as limited by the Labor Management Relations Act of 1947, concerning wages, hours, working conditions, and other conditions of employment, for employees in the job titles listed in Appendix B at the exchanges in Appendix A.

Section 1.2 Recognition

1.2.1 The Company agrees in the manner hereinafter described to meet and bargain with the representatives of the Union with respect to grievances, wages, hours of employment, and working conditions.

Section 1.3 Responsible Relationship

1.3.1 The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all relationships between them continue to be characterized by mutual responsibility and respect. To insure 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 in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all bargaining unit employees. The parties will endeavor to improve this relationship and apply the terms of the Agreement consistent with providing the best communications service, efficient work and recognizing the Company's status as a public service company.

1.3.2 The parties also recognize that their mutual long-term success in the face of increased competition in the communications industry will be dependent on the provision of high quality products and services, as well as increased sensitivity at all levels to competitive activity and to customer needs, expectations and perceptions. Both parties agree in principle that these challenges require increased individual and collective emphasis on involvement, teamwork, innovation, pride and commitment to quality. The parties will endeavor to support and promote the acceptance of these principles by all employees at all levels.

1.3.3 It is mutually recognized that the preceding paragraphs 1.3.1 and 1.3.2 are but a statement of broad principle and as such are exempt from the provisions of Article 5.

Section 1.4 Introduction of Stewards

1.4.1 The Company agrees, where practical, to introduce all new employees who are covered by this Agreement to the Union Steward in the department the employee is assigned. In those locations where it would not be practical due to travel, etc., the supervisor will furnish the new employee with the name, telephone number and address of the Union Steward (as currently available and as provided by the Union) as a part of the orientation process.

ARTICLE 2 DEFINITIONS

2.1 **Basic Wage Rate, Basic Rate:** The hourly rate of pay determined by the wage schedule for the job; it excludes differentials, premiums, and other extra payments.

2.2 **Calendar Week:** A consecutive period of seven (7) days, the first day of which is Sunday.

2.3 **Continuous Service Date:** Except as otherwise provided herein, the most recent date of employment less allowable deductions.

2.4 **Department:** For the purposes of this Agreement, the following are recognized as departmental entities:

**Local Field Operations
Technical Support Specialist**

Local Network Implementation

- 2.5 **Differential Pay:** An additional payment given for certain responsibilities or positions assigned to employees by the Company.
- 2.6 **Discharged:** Means involuntary discontinuance of employment with the Company when a probationary employee is terminated or a regular employee is terminated for just cause.
- 2.7 **Discipline:** Means the application of Company-initiated procedures or actions designed to correct unsatisfactory employee performance, and involving an action lesser than discharge.
- 2.8 **Employee:** The general term “employee” refers to those who perform the work of the Company for a regular stated compensation and the nature of whose work duties are within the scope of the collective bargaining unit.
- 2.9 **Employee, Full-Time:** A person who is normally scheduled to work forty (40) hours a week.
- 2.10 **Employee, Non-Regular:** A person who is not hired for continuous employment, does not accumulate credited service, and is not entitled to benefits such as pensions, vacations, sick leaves, etc., which accrue to regular employees. A non-regular employee may be disciplined or terminated in the Company’s sole discretion without cause.
- 2.11 **Employee, Occasional:** A person who has no normal weekly assignment of work, but works on a voluntary basis, as required by the Company to meet unusual service demands, to replace absentees, and for such other purposes as may arise. An occasional employee is an employee of the Company only on the days on which the employee works. Occasional employees shall not be subject to any provisions of this Agreement, and may be subject to discipline or discharge without cause and without recourse by the Union or the employee.
- 2.12 **Employee, Part-Time:** One whose normal assignment of work is less than thirty (30) hours per week. Such an employee shall receive credited service based on actual time worked.
- 2.13 **Employee, Probationary:** A person engaged by the Company with intent of assignment as a regular employee who has not acquired one thousand forty (1,040) straight-time hours of work and may be

disciplined or terminated in the Company's sole discretion without cause.

- 2.14 **Employee, Regular:** One who is hired for continuous employment, has been reclassified from probationary employment as defined in Section 2.13, accumulates net credited service, and is entitled to all the benefits and coverages as granted in this Agreement.
- 2.15 **Employee, Temporary:** A person engaged for a specific project or for a definite period of time not to exceed six (6) months in length and shall be subject to normal work schedules as regular employees. Temporary employees shall not be subject to any provisions of this Agreement, and may be subject to discipline or discharge without cause and without recourse by the Union or the employee.
- 2.16 **Headquarters:** An exchange, location or town designated by the Company as being the place of employment for a particular employee or employees, and on which location the employee's basic wage rate is established.
- 2.17 **Holiday Work:** Any work or tour which begins on an authorized holiday.
- 2.18 **In-charge:** Refers to the status of a Bargaining Unit employee who has been assigned certain responsibilities additional to the normal and usual duties for the employee's job title. These responsibilities may entail direction and coordination of work performed by other employees and proper usage of tools and equipment employed to perform such work.
- 2.19 **Laid Off, Lay Off:** Means the termination of an employee from active employment as a result of a force adjustment under Article 18 of this Agreement.
- 2.20 **Lead Employees:** A lead employee is one who, in addition to his occupational duties, is assigned to help in the direction of employees, his additional duties being limited to direction, distribution, coordination, and teaching of work in those cases where the size of the force and the character of the work or both require such assistance.
- 2.21 **Net Credited Service:** Term used to express the aggregate of the years, months and days of active employment with CenturyLink or any of its predecessors which will be recognized by the Company with respect to each employee. For employees of GTE Corporation who

were active employees working in the exchanges purchased by CenturyTel on July 31, 2000, and became active employees of CenturyTel on that date, it also includes the Net Credited Service recognized by GTE as of July 31, 2000. Active employment will include only that time for which the employee actually receives pay or is on authorized Union or military leave of absence, and will not include time for which the employee receives Workers' Compensation as a result of being totally and permanently disabled in excess of one (1) year. Active employment will be computed in terms of whole workdays.

2.22 **Sunday or Holiday Pay:** Is the amount in addition to basic rates which an employee is paid for working less desirable hours (Sundays or holidays).

Holiday pay shall be considered to be the pay an employee will receive for the holiday if they do not work, or pay at the regular rate, for the first eight hours, if they do work on the holiday.

2.23 **Reclassification:** Is a change in the position title of an employee.

2.24 **Released:** Means termination of employment by Company action when the employee is unable to perform the required work through no fault of his own, and no disciplinary action is involved.

2.25 **Relocate:** Is a change of an employee from one location to another on a voluntary or involuntary basis.

2.26 **Resigned:** Means voluntary severance of employment by choice of the employee.

2.27 **Retired:** Means termination of employment by attainment of adequate net credited service.

2.28 **Scheduled Hours:** Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the work schedule for a particular employee to work.

2.29 **Seniority:** Means the computed employment service according to which an employee can receive certain preferential treatments to such extent as specifically named within this Agreement.

For employees employed by GTE/Verizon prior to July 31, 2000 in one of the exchanges listed in Appendix A, and who continued employment

with CenturyTel after that date without a break in service, seniority shall be the date recognized by GTE/Verizon as of July 31, 2000. Seniority ceases to exist at any separation from employment, regardless of the reason or cause, subject to possible Bridging of Service.

- 2.30 **Service Emergencies:** Means that period of time or condition when service to the public, the welfare of the employees and/or the Company is or would be in jeopardy unless temporary measures are applied in an expedient manner.
- 2.31 **Service Requirements:** Means the requirements that are necessary to provide adequate and satisfactory telephone service to telephone customers and to efficiently and effectively perform the work necessary to economic operation.
- 2.32 **Session:** That portion of a tour of duty which occurs from the time an employee reports for work until they are excused for mealtime or from the time they return from their excused meal time until they have completed the scheduled day of work.
- 2.33 **Sunday Work:** Any work or tour which begins on Sunday.
- 2.34 **Termination Date:** If employees terminate their employment with this Company, voluntarily or involuntarily, the official date of termination shall be the last day actually worked, except employees who qualify to use earned vacation to extend the termination date, provided they report to and work on the 'last day worked'.
- 2.35 **Tour:** The entire scheduled workday of an employee, which will be eight (8) hours or less.
- 2.36 **Transfer:** Is a change of an employee from one job title to another with or without relocation.
- 2.37 **Work Day:** The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.
- 2.38 **Workweek:** The workweek shall begin on Sunday at 12:00 midnight and end on the following Saturday at 11.59 p.m.

**ARTICLE 3
EEO COMMITMENT**

- 3.1 The Company and the Union agree that the provisions of this Agreement will be applied without discrimination to all persons regardless of race, color, religion, ancestry, sex, national origin, marital or veteran status, union activity, physical or mental disability, age, sexual orientation or any status otherwise protected under applicable federal, state, or local law, except where required or allowed by any such law.
- 3.2 Company will provide a working environment free from all forms of unlawful harassment including, but not limited to, harassment based on the statuses recognized in Section 3.1
- 3.3 An employee who is subjected to, witnesses or suspects any violation of Sections 3.1 or 3.2 shall immediately report the matter directly to Human Resources. Alternatively, the employee may report the matter to any shop steward or Union representative, who in turn shall immediately report the matter to Human Resources so that the Company can discharge its legal obligation to timely investigate.

**ARTICLE 4
UNINTERRUPTED SERVICE TO CUSTOMERS**

- 4.1 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. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities. However, nothing in this Section 4.1 shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.
- 4.2 During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.
- 4.3 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 4.1 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.

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

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Definitions

- 5.1.1 A grievance is a complaint by an employee or the Union which arises during the term of this Agreement, and alleges:

5.1.1.1 a violation of the provisions, or application of the provisions, of this Agreement.

5.1.1.2 that an employee, or group of employees, has been subjected to discrimination by the Company.

5.1.1.3 that a regular employee has been discharged, suspended, demoted or otherwise disciplined without sufficiency of cause.

5.1.1.4 that an employee has suffered improper loss, or reduction of, any established benefits arising out of the job or of employment with the Company.

5.1.1.5 that an employee, or group of employees, is subjected unduly to hazardous or unsafe working conditions beyond the normal exposures inherent to the job assignment.

- 5.1.2 “Working Days” as used in this Article shall not include Saturdays, Sundays or holidays.

Section 5.2 Intent of Grievance Procedure

- 5.2.1 It is the intent of both parties that grievances filed shall be processed with sincerity and dispatch.

Section 5.3 Reporting of Grievances

5.3.1 In presenting grievances, the statement of grievance shall describe in substance the specific matters complained of, briefly, but in sufficient detail that dates, time if pertinent, occurrences, and the nature of the circumstances causing the grievance can be identified readily. The names and locations of employees concerned shall also be given where the grievance relates to specific employees as opposed to a general complaint.

5.3.1.1 There shall be a statement as to the specific section(s), of this Agreement believed to have been violated or misinterpreted and the requested remedy.

5.3.1.2 Grievances to be presented to Step Two of the grievance procedure, and thereafter, shall be in writing and contain the above required information.

5.3.2 Grievances (except those listed in Section 5.3.3 below) shall be presented to the Company within 30 calendar days of the action complained of or from the time when the employee or Union knew or reasonably should have known of the grievance, whichever is later. If the grievance is not presented within these time limits, it shall not be considered a grievance under the terms of this Agreement except by mutual consent.

5.3.3 Requests for meetings shall include notice of time, place, purpose and names of those expected to attend in behalf of the Union. The place and time shall be mutually agreed upon, with each party giving due consideration to the convenience of the other. It is understood meetings may be conducted face-to-face or via telephone conference.

5.3.3.1 At any meeting held under this Article for the adjustment of a grievance, any person present shall be afforded full opportunity to present any facts and arguments pertaining to the matter under consideration.

5.3.3.2 The Union and/or the Company may take minutes or notes during the meeting for its own purpose by stenographic or other similar means. Either party may secure the services of a professional stenographer or court reporter, in which case the other party, at its request, shall be provided a copy in which event the full cost shall be equally divided between the parties.

Section 5.4 Grievance Steps and Disposition

5.4.1 Generally, grievances shall be presented by the Union representatives and processed through the following procedure: Prior to the first step meeting, an informal resolution meeting between the supervisor and employee should take place. The employee may request to have a local Union steward present for this discussion. If the issue is not resolved at this meeting, and the Union desires to move forward with the grievance process, a joint investigation may be appropriate. Such investigation should be performed by the first level supervisor and the local Union steward, prior to the first step meeting.

Step 1 – The Company will be represented by second level management or designee and, at the Company’s discretion, a Human Resources representative. The Union will be represented by the Union’s representatives. Pay shall be allowed for not more than three (3) employees including the grievant.

Settlement of any Step 1 grievance may be settled without precedent if mutually agreed by both parties.

Step 2 – The Company will be represented by the Manager Labor Relations or a designee with authority to settle the grievance. The Union will be represented by a Staff Representative and a local union representative(s). The grievant may only be present for grievances involving suspension or termination, unless otherwise agreed to between the parties. Pay shall be allowed for up to two (2) employees, including the grievant.

5.4.2 Circumstances permitting, the Company agrees to meet either face-to-face or via telephone conference with the Union representative within fifteen (15) calendar days after a request for grievance meeting is received. If the Company fails to meet within fifteen (15) calendar days and if no mutual agreement exists for a later date, the Company shall be considered in default and the Union may immediately request a meeting at the next higher step.

5.4.3 If the grievance is not settled at the initial step and the Union elects to present the grievance to the second step, it must do so within fifteen (15) calendar days following receipt of the Company’s decision. The Union will explain the appeal to the second step so as to present its position in each such appeal.

5.4.4 When the Union has presented a grievance in writing, the decision of the Company shall be in writing and shall be submitted to the Union within fifteen (15) calendar days after the final conclusion of any negotiations at first step and within fifteen (15) calendar days of second step. Failure of the Company to submit its decision within the time limits shall be considered a default unless the parties agree to a later date, and the Union may immediately request a meeting at the next higher step.

5.4.4.1 Failure of the Company to meet at Step 2 within the time limit specified, or to submit its decision at Step 2 within the time limits specified, shall be considered completion of the grievance procedure and consent for the Union to appeal the grievance to arbitration.

5.4.5 If the grievance is not submitted to the next applicable level as outlined in this Article within the time limits specified, it shall be considered settled and shall not be eligible for further appeal except by mutual agreement between the Company and the Union.

5.4.6 Once a grievance has been presented by the Union to the Company, representatives of the Company will not settle nor attempt to settle such grievance with an employee or employees unless a Union representative has been given an opportunity to be present.

5.4.7 Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 5.5 Grievance Meetings During Working Hours

5.5.1 When representatives of the Union attend grievance conferences with representatives of the Company, they shall suffer no loss of basic pay at straight time rate plus any applicable differential and/or premium payments for time spent in actual meeting and such necessary travel time as may be mutually agreed. Pay shall be allowed only if such meetings are held during such employee's scheduled working hours and only if such employee would have worked had they not attended such meetings.

5.5.2 All second step meetings will be held in the Market Headquarters where the employee is located either face-to-face or via telephone conference or as mutually agreed.

5.5.3 Such time paid for in accordance with this Section shall be considered as time worked.

Section 5.6 Investigation of Grievances

5.6.1 The Company and Union agree to cooperate with each other in investigation of any grievance.

Section 5.7 Time Limits

5.7.1 Time limits shall be measured from the postmarked date of the written instrument, when properly addressed, from verified date of hand-delivery, or from verified date of electronic delivery. By mutual agreement between representatives of the Company and the Union, time limits as outlined in this Article may be modified provided the agreement is confirmed in writing.

Section 5.8 Other Methods of Settling Grievances

5.8.1 Nothing in the foregoing procedure shall be interpreted to prevent either the Company or the Union from, by mutual choice in unusual cases, dealing directly with one another or on other basis than herein set out, by mutual agreement between them.

Section 5.9 Discussion of Other Matters

5.9.1 Union representatives may meet with the Company at any reasonable time for the purpose of discussing informal complaints concerning working conditions, or problems not specifically covered by the provisions of this Agreement. The parties will strive toward solution of any such problems presented, but failure to reach agreement shall not, of itself, qualify the subject matter as a grievance.

Section 5.10 Arbitration of Grievances

5.10.1 A grievance which has not been satisfactorily settled after it has been presented in writing and processed completely through the grievance procedure contained in this Article may be submitted to arbitration by the Union by submitting a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal

place of residence in Arkansas, Missouri, Oklahoma, Kansas, Texas or Tennessee to the Federal Mediation & Conciliation Service, with a copy to the Company's Labor Relations representative, within thirty (30) calendar days of the Company answer at the second step (or the date of the default by the Company) provided the grievance concerns:

5.10.1.1 The interpretation, application or alleged violation of the terms of this Agreement;

5.10.1.2 The discharge, suspension, demotion or materially disciplining of any employee having more than one (1) year's net credited service with the Company.

The parties shall equally share the cost of the FM&CS list.

5.10.2 Notwithstanding the Union's obligation to request a panel of arbitrators as provided in Section 5.10.1 and select an arbitrator as provided in Section 5.10.3, the Union may simultaneously notify the Company that the request to arbitrate is involved in the Union's internal appeal process and therefore is solely to preserve the Union's right to arbitrate in the event the appeal is upheld. In these situations, it is understood that during the period the Union is processing the internal appeal, the Company shall assume no backpay or other grievance liability and that, within twenty (20) working days of concluding the internal appeal process, the Union will notify the Company of the outcome. If the appeal is upheld, the Union shall then request hearing dates from the previously selected arbitrator and the Company's grievance liability will resume as of the date of that request.

5.10.3 The Company and Union may attempt to agree on a neutral arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within ten (10) calendar days of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one name remains and he/she shall serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.

5.10.4 In the event that either party to this Agreement elects to submit an arbitrable grievance to arbitration, the parties agree that the matter shall be so submitted and agree that such submission shall be to a single arbitrator. However, by mutual agreement the parties may submit multiple grievances to the same arbitrator.

5.10.5 The arbitrator shall be confined to the subjects submitted for decision and may in no event as a part of any such decision impose upon either party any obligation to arbitrate any subjects which have not been agreed upon as subjects for arbitration, nor may the arbitrator as a part of any such decision effect reformation of this Agreement or otherwise alter any of its provisions.

5.10.5.1 In rendering the decision, the arbitrator shall be confined to the specific issue, and to the matters set forth in 5.10.1.1 and 5.10.1.2 of this Article as may be appropriate.

5.10.5.2 The arbitrator shall not possess authority to assess damage or punitive payments against either party to the other.

5.10.5.3 The arbitrator shall have authority to include in the order an award for money restitution to any employee, or employees, when improper payment, or failure to make proper payment, is a point at issue in the specific complaint. In making any such award for restitution, however, the arbitrator will follow the “make whole” concept, and no more. It is understood the Company shall assume no back pay liability for delays at the specific request of the Union in which the Company concurs.

5.10.6 The decision of the arbitrator shall be rendered without delay and shall be final and binding on all parties and shall be enforceable in a court of law.

5.10.7 Each party shall bear the expense of presenting their own case, including any attorneys’ fees, and shall share equally the expenses of the arbitrator and the general expense of the arbitration.

5.10.8 The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determining adjustments for settlement between the parties of any and all grievances as herein defined, and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

Nothing in this Section is intended to impair or limit access to the National Labor Relations Board.

ARTICLE 6 PAY - WAGES

Section 6.1 Direct Deposit

6.1.1 All employees will participate in direct deposit as their method of pay delivery. Pay stubs will be accessed electronically and printed by the employee.

Section 6.2 Wage Rates

6.2.1 The wages attached as appendices to this Agreement shall prevail for the duration of this Agreement and shall be considered a part of it.

6.2.2 Changes or revision in the wage rates attached shall not be subject to arbitration except by mutual agreement between the Company and the Union.

6.2.3 The wage rates attached for purposes of this Agreement are hereby defined as basic wage rates, or basic rates.

6.2.4 Wage Progression 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.

6.2.5 All wage adjustments associated with step increases and job reclassifications will be implemented to the closest payroll period.

Section 6.3 Administration

6.3.1 These appendices also include the wage schedules which indicate the progression intervals and basic wage rates. The basic hourly wage rate assigned to each employee shall be based on the following:

6.3.1.1 Job Title

6.3.1.2 Designated Work Location (where applicable)

6.3.2 New employees shall be hired at not less than the starting rate provided for the job title and wage group in which hired in accordance with the

wages established in Appendix C. Employees whose base rates are below the job rates of their respective job classification shall receive progression increases in accordance with Appendix C. An employee's positioning on any wage progression schedule is determined by classification, reclassification and related contractual procedures, and not by net credited services, as such. Thus, the positioning may not necessary be immediately related to actual net credit service.

Section 6.4 New Job Titles and Descriptions

6.4.1 The Company shall have the right in its discretion to establish new job titles to maintain efficient operation.

6.4.2 The Company shall furnish to the Union new job titles as they are created.

Section 6.5 Change of Job Titles

6.5.1 The Company shall have the right to review and to change job titles based on the content of the job and the work being performed.

6.5.2 The Company will advise the Union of any changes in job titles and descriptions.

Section 6.6 Union Right to Review New or Revised Jobs

6.6.1 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. Any dispute about whether a change in procedures, equipment, or systems is routine and has minimal (in contrast to substantial) impact must be brought by the Union within Thirty (30) calendar days of having knowledge of the change using the Grievance and Arbitration Procedure below.

Whenever the Company determines that it is appropriate to create new job title in the bargaining unit or to restructure an existing job title it shall give written notification to the Vice President of District 6. The notice will identify the job title, job descriptions, and the wage rate. Following the notice to the Union, the Company may proceed to staff the new job title or implement the restructured job title. The Union shall have the right, by giving written notice within thirty (30) calendar

days from receipt of the notice, to request negotiations concerning the wage rate established by the Company. If the Union does not timely request negotiations, the new or restructured job title will become permanent as will the wage rate.

If the Union timely initiates negotiations, and the parties are unable to reach agreement on the wage rate, the Union may submit the issue to arbitration in accordance with Article 5, Section 5.10 of this Agreement.

Within not less than fourteen (14) days prior to any arbitration hearing, each party will submit to the other its final offer (i.e., the wage rate that is appropriate) and neither party may thereafter change the offer without consent of the other. Notwithstanding the limitations on an arbitrator's authority under Article 5, Section 5.10.5, if it is a new job title the Arbitrator may select between the proposed wage rates and issue an appropriate opinion and order. If a restructured job title, there shall be a change in wage rate only if the Arbitrator finds that there has been a substantial change in job responsibilities which justifies an increase or decrease in the existing wage rate. If the Arbitrator determines that a substantial change has occurred, the Arbitrator shall then select between the proposed wage rates and issue an appropriate opinion and order.

ARTICLE 7 DIFFERENTIAL PAY

Section 7.1 Management Relief Differential

7.1.1 Hourly employees who are designated by management to be in charge of other hourly employees will receive an in-charge differential of One Dollar (\$1.00) per hour, provided such assignment is for a period in excess of one (1) consecutive full tour.

Section 7.2 Night Tour Differential

7.2.1 A night tour differential of \$2.00 per hour will be paid for all hours worked between 9:00 p.m. and 6:00 a.m.

Section 7.3 Christmas and New Year's Eve Differential

7.3.1 Employees required to work after 6:00 p.m. on Christmas Eve or New Year's Eve shall receive Four Dollars (\$4.00) in addition to their basic rate and any applicable differential and/or premium.

Section 7.4 Employees Temporarily Assigned to a Higher Wage Group

7.4.1 Except as otherwise provided in this contract, any employee assigned to a title within a higher wage group for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Article 15, Section 15.2 or 15.4, whichever is applicable.

7.4.1.1 This Section shall not apply to employees who are receiving specific training for another position.

7.4.1.2 "Temporarily assigned" shall mean an employee who works for at least one (1) hour on a specific job assignment.

7.4.1.3 Applicable differentials for work in the higher wage group as described above shall apply.

7.4.2 The Company will not make assignments in such manner as to constitute deliberate avoidance of wage rate readjustment by virtue of the one (1) hour preliminary period.

7.4.3 Any employee temporarily assigned to a title within a higher wage group in a location other than their principal location, will be paid in accordance with Article 15, Section 15.2.

7.4.4 The Company will determine the need for lead employees and will designate them as such when assigned.

7.4.4.1 An employee placed in a lead person capacity will receive an additional **\$2.00** per hour for all hours worked, provided such assignment is for a period in excess of one (1) full hour. This amount will not be used in the computation of overtime. This lead person amount will be in addition to any other applicable differentials.

**ARTICLE 8
STANDBY PAY**

Section 8.1 Sunday Tour Pay

8.1.1 A Sunday scheduled tour shall be one which starts at or after 12:00 midnight Saturday and before 12:00 midnight Sunday. Employees required to work on a Sunday scheduled tour shall be paid at the rate of

time and one-half for the first eight (8) hours. Work beyond eight (8) hours shall be treated the same as overtime work on other days.

8.1.2 Sunday Tour Premium Compensation shall not apply to Tours commencing at or after 10:00 p.m. Sunday Evening for employees performing central office installation.

Section 8.2 Standby

8.2.1 Employees in selected job title and locations who hold themselves subject to Standby schedules will do so at their own option. In the absence of qualified volunteers, management will rotate on-call among the qualified employees in inverse order of seniority.

No employee will serve Standby for more than one week per month, until all other qualified employees have served Standby.

8.2.1.1 The Standby differential will be paid as follows:

Scheduled Days - \$28.00 from midnight to midnight

Nonscheduled Days - \$40.00 from midnight to midnight

Holidays - \$50.00

Weekly - \$210.00

8.2.1.2 The Standby differential shall be paid in addition to any other differential, premium, or payment to which an employee is otherwise entitled.

8.2.2 Employees assigned to such duty must be available and accessible during the term of the assignment in order to receive this compensation. Contact with the employee will be by telephone and/or pagers as determined by the Company. Employees will be required to respond immediately when they are contacted. Employees on Standby must remain "fit-to-work" while they are assigned to Standby.

8.2.3 When participating in Standby the employee may be granted permission, where practical, to take a Company vehicle home. The use of this vehicle is limited to conducting Company business or as approved by management. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood that the vehicle and tools are not available for personal use.

ARTICLE 9
OVERTIME PAY TREATMENT

Section 9.1 Overtime Compensation

9.1.1 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 Sundays
- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in this Article.

9.1.2 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 vacation/personal holiday;
- Jury Duty and Military Leave
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a scheduled Sunday (NOTE: Sunday must be part of the regular posted schedule to qualify)
- Paid rest period hours
- Paid union time off for joint meetings with the Company
- All non-paid union time

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

- Bereavement, Short-term Disability (STD), Worker's Compensation, unscheduled vacation/personal holiday, inclement weather and any other paid time off not listed above;
- Any non-paid time off, except non-paid union time;
- Any hours worked on a non-scheduled Sunday

- 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

9.1.3.1 In the case of all employees, previously established work schedules may be changed at the discretion of management.

9.1.3.1.1 Overtime payment shall not apply when employees are given at least twenty-four (24) hours notification of change in work schedule.

9.1.3.2 An employee classified as a regular part-time may be called to work at the Company's request outside of assigned or scheduled hours without payment of overtime.

9.1.3.3 Holiday time worked shall be compensated as prescribed in Article 10.

9.1.3.4 The provisions of this paragraph 9.1.3 shall not operate to cancel the provisions of paragraph 9.1.1 herewith with respect to daily and weekly overtime payments.

9.1.4 When two (2) or more types of time and one-half compensation are applicable to the same hours of work, only one time and one-half rate shall be paid. In no case will time and one-half compensation be duplicated or pyramided. Time and one-half compensation shall mean time and one-half the employee's basic rate of pay.

9.1.5 When administratively feasible, management will endeavor to notify employees of the requirement to work same day mandatory overtime by no later than four hours before the anticipated need. Should there be a need to work mandatory overtime on an employee's unscheduled day, when administratively feasible, management will endeavor to notify the employee by noon on the scheduled workday prior the employee's unscheduled day off. Overtime shall not be worked unless it is first authorized by management or the employee's supervisor

Section 9.2 Call Out

9.2.1 Full-time employees who are called to report for work outside of their scheduled tour shall be paid compensation at the overtime rate of time

and one-half for a minimum of two (2) hours work. This minimum shall not apply if the special hours immediately precede or immediately follow regular scheduled tours.

9.2.2 The Company agrees that the two (2) hours actual work time will not be demanded arbitrarily but only that time as necessitated to meet service requirements. On the other hand, employees shall have no authority or privilege to perform call-out work in such manner as to promote compounding of further call-outs.

9.2.3 Holiday time worked shall be as prescribed in Article 10.

9.2.4 If employees are called to report for work outside of their scheduled tour, they may include their actual travel time up to a maximum of thirty (30) minutes, round trip, as part of the call-out time worked.

9.2.5 Home Telephone Calls

If a supervisor or his authorized designee calls an employee during the employee's off duty hours to discuss a work problem, the employee shall be paid a minimum of one-half (1/2) hour at the call-out rate. Discussions longer than one-half (1/2) hour shall be paid in one-half (1/2) hour increments.

Section 9.3 Company Policy Regarding Overtime Work and Call Outs

9.3.1 It is the policy of the Company to apportion overtime work equally among employees who are willing to perform the necessary overtime work and who are qualified within the work group to perform such overtime work.

9.3.1.1 "Apportion overtime equally" is meant to be construed on a practical basis, all pertinent factors considered.

9.3.1.2 "Work group" means those employees within the same headquarters location who normally perform the type or nature of the work expected to be accomplished during the overtime assignment. Whenever such employees cannot be reasonably reached for overtime work assignments, the Company will assign any other available employee who may be qualified to do the work.

9.3.2 It is recognized that due to the nature of our business and the necessity of providing continuous service, employees may be required to work overtime. 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 where feasible, to accept call outs.

9.3.3 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. Failure to answer calls or promptly return phone/text messages left by the Company will be considered unavailability for call out.

9.4 It is understood and agreed that in the assignment of overtime, the Company will consider voluntary overtime to the extent provided below:

- a) The Company will, to the greatest extent possible, determine weekly overtime requirements as soon as possible and shall schedule such overtime using qualified volunteers first before requiring any compulsory overtime.**
- b) Advance notice of daily overtime not previously scheduled shall be given to employees as early in the day as possible. If an employee requests not to work such overtime, the Company shall make a reasonable effort to obtain qualified volunteers to work the overtime within the work group.**
- c) When necessary to assign employees more than five (5) days in a week, such shall first be offered on a voluntary basis to qualified employees within the work group.**
- d) Employees who volunteer for work assignments shall be expected to work such commitment, which may arise.**

ARTICLE 10 HOLIDAYS

Section 10.1 Designated Holidays

10.1.1 **Nine (9)** holidays shall be observed as designated:

New Year's Day – January 1
Martin Luther King Jr Day (effective 1/1/22)
Memorial Day – Last Monday in May

Independence Day – July 4
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day – December 25

Section 10.2 Personal Holiday

10.2.1 Seven (7) Personal Holidays shall be observed.

10.2.1.1 A personal holiday will be any day of the employees' choosing, based on their normal schedule and service requirements. On these holidays employees will be paid at their basic rate of pay plus differentials and premiums (except Sunday premiums).

10.2.1.2 New employees hired during the first quarter will be eligible for seven (7) Personal Holidays, hired during the second quarter, eligible for four (4) Personal Holidays, hired during the third quarter, eligible for three (3) Personal Holidays, hired during the fourth quarter, but before November 1, eligible for one (1) Personal Holiday. New employees hired on or after November 1, will not receive Personal Holidays for that calendar year.

10.2.1.3 At least five (5) days notice prior to the day or days to be observed must be given to the employee's supervisor. Such time limit may be waived by mutual agreement between the employee and supervisor.

10.2.1.4 If an employee selects a day or days to observe as the holiday which, because of work requirements, would not be available, or if two or more employees in the same work group select the same day or days, the employees will choose an alternate available day or days in order of seniority.

10.2.1.5 The first holiday for which an employee is eligible under this Section 10.2 provision must be taken prior to July 1 of each calendar year.

10.2.1.6 If the remaining holidays for which an employee is eligible under these Section 10.2 provisions have not been selected by October 1 of each calendar year, management will designate the day to be observed.

10.2.1.7 It is the intent that Personal Holidays should normally be taken as a day off with pay and not worked. However, employees who are required to work on a Personal Holiday will be paid in accordance with Section 10.6 of this Article.

10.2.1.8 Employees may elect to take up to five (5) personal holidays in increments of two (2) hours which may be extended in one (1) hour increments thereafter up to four (4) hours for a maximum of forty (40) hours per year.

10.2.1.8.1 – Advance supervisory notice and approval are required prior to the beginning of the employee's shift. In the event more than twenty-five (25) percent of the work group is scheduled off or service requirements dictate the employee's presence, supervision reserves the right to grant or deny the request.

10.2.1.8.2 - Should any incremental hours described in 10.2.1.8 remain unscheduled as of October 1, supervision may schedule the remaining increment(s) to ensure orderly work force management.

10.2.1.9 Employees may not carry over personal holidays from one year to another. Any unused personal holidays at the end of the calendar year will be forfeited. In addition, employees who leave the Company for any reason prior to taking their personal holidays will forfeit their unused holidays.

Section 10.3 Holidays Falling on Saturday and Sunday

10.3.1 A designated holiday which falls on Sunday shall be observed the following Monday and a designated holiday which falls on Saturday shall be observed on Friday for all Departments.

10.3.1.1 Designated holidays for employees normally scheduled on weekends shall be observed on the actual day of the holiday and paid at their basic rate of pay plus differentials and premiums (except Sunday premium).

Section 10.4 Holiday Tours

10.4.1 Holiday tours are those which begin on the holiday, and holiday pay will be paid for holiday tours only on the legally observed holiday.

Section 10.5 Employees Not Working on Designated Holidays

- 10.5.1 Regular and temporary employees, except absentees, who are not assigned to work shall be paid one (1) full day's basic pay for the designated holidays plus any applicable differential and/or premium payments which they would have received had they worked their regular hourly assignment. Employees not working on a holiday and receiving holiday pay shall receive credit for the equivalent as time worked toward the computation of weekly overtime.
- 10.5.2 Part-time employees shall be paid holiday pay at their basic wage rates, based upon their average scheduled work day computed from the four (4) week period immediately preceding the holiday period.

Section 10.6 Employees Working on Designated Holidays

- 10.6.1 Regular and temporary employees, except absentees, who are assigned to work on a designated holiday shall be paid time and one-half in addition to their basic pay for the day and any applicable differential payments.

10.6.1.1 Occasional employees working on a recognized holiday will be compensated according to time actually worked. Compensation will be basic rate, with any applicable differentials, plus holiday premium computed at basic rate.

- 10.6.2 When daily overtime hours (as defined in Article 9, Paragraph 9.1.1) fall within a holiday, such hours shall be compensated at time plus time and one-half rate in lieu of otherwise prescribed daily overtime at time and one-half.
- 10.6.3 Hours worked on a call-out on a recognized holiday for which no hours were originally scheduled for the employee, shall be paid for at the rate of time and one-half for the first eight (8) hours.

The minimum time paid under this provision shall be two (2) hours at the time and one-half rate, even though time actually worked may be less than two (2) hours. This two (2) hour guarantee shall be subject to the rules set forth in Article 9, Section 9.2.2.

Section 10.7 Absentees

10.7.1 The term "Absentee" used in Sections 10.5 and 10.6 of this Article shall mean:

10.7.1.1 Any employee who does not work on a holiday and who is absent the scheduled work day preceding or following the designated holiday without being excused by the Company for such absence, or

10.7.1.2 Any employee scheduled to work who is absent on the holiday without being excused by the Company for such absence.

10.7.2 A regular and/or temporary employee who has not been excused under the terms of Paragraph 10.7.1 of this section may be excused on the scheduled work day preceding or following the holiday by presenting a medical doctor's certificate of inability to work due to illness, provided they were not scheduled to work on the holiday.

Section 10.8 Holiday Falling Within a Scheduled Vacation Period
(See Article 11 Vacations)

ARTICLE 11
VACATIONS

Section 11.1 Vacation Eligibility

11.1.1 Annual vacations with pay for regular employees will be granted in accordance with the following schedule:

Length of Service	Eligible Hours
1 yr but < 5 yrs	80 hrs
5 yrs but < 10 yrs	120 hrs
10 yrs but < 15 yrs	140 hrs
15 yrs but < 20	160 hrs
20 yrs but < 25 yrs	180 hrs
25 yrs and over	200 hrs

*During the first calendar year of employment employees are not eligible for vacation pay.

The vacation 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, 5, 10, 15, 20 and 25 years the employee earns vacation at the higher rate for the entire year.

11.1.2 Regular part-time employees scheduled for 20 to 30 hours per week are eligible for one-half (1/2) of the vacation time that a full time employee with the same length of service is entitled to. Vacation time for employees changed from part-time to full-time, or full-time to part-time, is determined on a prorated basis for the time worked in the respective status during the year.

Section 11.2 Vacation Period

11.2.1 Vacations cannot be accumulated from year to year, but must be completed within the calendar year (after January 1 and prior to December 31); except banked or carry-over vacations may be accumulated year to year, as outlined in this Article.

Section 11.3 Vacations Cannot Be Waived

11.3.1 Employees cannot waive their scheduled vacations and draw pay plus vacation allowance for working during the time allowed for a scheduled vacation, unless, in case of emergency, the Company requests the employee to work during the scheduled vacation period.

11.3.1.1 If an employee is called back from vacation because of an emergency, the employee shall have the choice of receiving vacation pay plus pay at the basic rate for the hours actually worked or substituting another vacation period in order to complete the full vacation to which the employee is entitled.

Section 11.4 Scheduling of Vacations

Employees will be allowed the following vacation options:

Day and/or days at a time vacation increments.

Half Day Increments

Carry-over vacation into the next calendar year.

Vacation Banking.

11.4.1 Scheduling of vacations shall take into account business needs and service requirements and then the preferences of the employees. For valid reasons, the Company shall also have the right to cancel previously approved vacation time with as much advance notice as possible. Vacations shall usually start on the first of the calendar week. Employees may split their vacations into periods of not less than one (1) week if service requirements permit. Likewise, the

scheduling of carry-over and/or days at a time vacations will be subject to service requirements.

- 11.4.2 Day and/or days at a time vacation increments must be scheduled at the beginning of the year in which it is to be taken. Day(s) at a time vacation, however, cannot be scheduled until all applicable employees have chosen their regular and carry-over vacations for that year.

- 11.4.2.1 Increments must be of less than one (1) week.

- 11.4.2.2 The maximum amount of day(s) at a time vacation that will be allowed will be the equivalent of one (1) week per year.

- 11.4.2.3 Employees who are eligible for five (5) weeks vacation will be allowed the equivalent of two (2) weeks per year of day(s) at a time vacation. At least one (1) week of day(s) at a time vacation must be taken during the months of January, February, March, April, October or November.

- 11.4.3 Employees eligible to receive four (4) weeks vacation shall take at least one (1) week of vacation during the months of January, February, March, April, October, or November. Unusual or unexpected circumstances will be reviewed on an individual basis.

- 11.4.4 Employees eligible to receive five (5) weeks vacation shall take at least two (2) weeks of vacation during the months of January, February, March, April, October, or November.

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

- 11.4.6 Effective 1/1/23 - Vacation/personal holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of an occupational/non-occupational disability related absence. The employee must use all available vacation/personal holiday 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 vacation/personal holiday hours or an unpaid absence. However, when the absence is Workers' Compensation related, the employee will have the opportunity to elect whether to take Vacation/Personal days or an unpaid absence.

Section 11.5 Vacation Carryover

- 11.5.1 Employees are encouraged to schedule and take all vacation within the calendar year. However, due to business or other needs, an employee may not be able to take all of his or her vacation time in the current year. In these instances, up to 40 hours of vacation 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. Carryover vacation must be scheduled at the beginning of the year in which it is to be taken. Carryover vacation may not be scheduled until all applicable employees have chosen their regular vacations for that year.
- 11.5.2 Carryover vacation must be taken in the calendar year immediately following the year in which it was earned and must be taken in increments of one (1) week. Any carryover hours not used by December 31 will be forfeited. Employees may not receive pay in lieu of vacation, except in situations where vacation is cancelled or postponed as described in this article.
- 11.5.3 All carried forward vacation shall be subject to supervisory approval, and future scheduling shall be subject to advance written application and approval.

Section 11.6 Vacation Banking

- 11.6.1 Employees eligible for four (4) weeks of vacation may bank up to one (1) vacation week for each vacation year; employees eligible for five (5) weeks of vacation may bank up to two (2) vacation weeks for each vacation year.

11.6.1.1 Vacation time must be banked in full forty (40) hour increments.

11.6.1.2 Banked vacation will be paid at the employee's basic rate of pay at the time the vacation is taken.

11.6.1.3 Banked vacation may be accumulated over the years, up to a maximum of two hundred forty (240) hours, in compliance with the stipulations above.

11.6.1.4 When an employee resigns with proper notice or when they retire, the banked vacation will be taken prior to the resignation/retirement date.

11.6.1.5 Employees terminated for cause, will not forfeit banked vacation.

11.6.1.6 The employee's request to bank vacation time must be received by November 15.

11.6.2 Banked vacation cannot be scheduled to be taken until all applicable employees have chosen their regular and day and/or days at a time vacations for that year.

Section 11.7 Vacation Pay

11.7.1 Full-time employees shall be paid during their vacation periods at their basic wage rates.

11.7.1.1 Part-time employees shall be paid vacation pay at their basic wage rates, based upon their average scheduled work week computed from the six (6) month period immediately preceding their vacation period.

11.7.2 Differential and/or Sunday payments will be included in vacation pay if the differential and/or Sunday was in full effect for the four (4) weeks prior to the vacation.

Section 11.8 Vacations Pertaining to Force Adjustment

11.8.1 Force adjustment as defined in Article 18 of this Agreement shall not operate to cancel an accrued vacation.

Section 11.9 Vacations Pertaining to Termination

11.9.1 Resignations and retirements shall not operate to cancel vacations, provided notice of resignation is given not less than two (2) weeks before the beginning of the scheduled vacation, and provided the employee shall work at the employee's regular scheduled hours

during the two (2) weeks' notice period unless excused by the Company.

- 11.9.2 Employees discharged for cause will be considered to have forfeited all right and claim to vacation pay with the exception of banked vacation as provided for in Article 11, Section 11.6.1.5. In the event of the death of an employee, all unused earned vacation time shall be paid to the estate.

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 vacation 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 vacation which is being earned in the current year and to be taken during the next calendar year.

A retiring employee will earn vacation 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 vacation allotment.

Section 11.10 Holiday Falling Within a Scheduled Vacation Period

- 11.10.1 An additional day of vacation with pay shall be granted within the same calendar year when an authorized holiday falls within a period during which an employee is on a scheduled vacation.

11.10.1.1 The Company shall schedule the additional day of vacation immediately preceding or immediately following the vacation period.

11.10.1.2 The additional day of vacation with pay for a scheduled holiday falling within a scheduled vacation period shall not be payable to the employees who have resigned from the Company and are to receive vacation pay under the terms of this Article, Section 11.9.

ARTICLE 12 WORK SCHEDULES AND TOURS

Section 12.1 Date When Tour Starts

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12.1.1 For all purposes, each tour of duty will be considered to have been worked on the calendar day it started. However, nothing herein precludes the reporting of hours worked as of the calendar days worked for the purpose of Company payroll preparation.

Section 12.2 Normal Tour of Duty

12.2.1 Forty (40) hours, consisting of five (5) consecutive daily tours of eight (8) hours each shall normally constitute the work week for all employees.

12.2.1.1 The Company shall have the right to schedule all tours and sessions and the starting and ending time of each.

12.2.1.2 Employees may be scheduled other than five (5) consecutive work days when required to maintain normal service conditions. Selection of such schedule shall be voluntary. If no selection is made, the Company may assign the schedule in the inverse order of seniority.

12.2.1.3 Scheduled Saturday assignments and split weeks of nonconsecutive daily tours will be consistent with the needs of the business.

12.2.1.3.1 - Grievances filed under this paragraph are excluded from the provisions of Article 5, Section 5.10.

Section 12.3 Work Schedules

12.3.1 Work schedules shall be furnished each employee by four (4) week periods, and shall be made available to the employees at least seven (7) days in advance of the commencement of a given four (4) weeks' scheduling.

Section 12.4 Lunch Periods and Relief Periods

12.4.1 Adequate lunch periods shall be allowed and two (2) scheduled relief periods of fifteen (15) minutes shall be given each day.

ARTICLE 13 WORKING PRACTICES

Section 13.1 Status and Treatment of Probationary Employees

- 13.1.1 Probationary employees shall be accorded the same applicable rights and benefits as regular employees under the terms of this Agreement except for discretionary disciplining or termination of probationary employment as set forth in Article 2, Section 2.13.
- 13.1.2 It is understood that probationary employees shall enjoy full rights and privileges of Union representation and there will be no discriminatory action taken by the Company by reason of affiliation or nonaffiliation with the Union.
- 13.1.3 The Company shall have the right in its discretion to transfer probationary employees.

Section 13.2 Limitations on Occasional Employment

- 13.2.1 Occasional employees shall not be employed to an extent as to adversely affect usual employment of the then current regular full-time or regular part-time employees. Employment for training or for needed periods in vacation reliefs will not be considered as adversely affecting usual employment.

Section 13.3 Treatment of Temporary Employees

- 13.3.1 Temporary employees will not be used in any case which would result in the reduction of the normal assignment of work of regular employees.
- 13.3.2 If a temporary employee's employment continues beyond six (6) months, other than by mutual agreement, the employee shall be reclassified as a regular employee and shall be given net credited service from the date of hire for such employment.

Section 13.4 Inclement Weather

- 13.4.1 Employees shall suffer no loss of time if they report in person to their headquarters and by decision of the Company they are not sent out on a job or are returned from the job before their regular quitting time due to weather conditions.
- 13.4.2 To the greatest extent feasible, time during which employees are not able to perform their normal work because of inclement weather will be used to perform other productive work and/or the maintenance of equipment and tools or for instruction.

Section 13.5 Productive Work by Management

13.5.1 The Company acknowledges a general policy and intent that supervisory personnel will not be expected to do substantial productive work of the same type and nature as normally assigned subordinate employees within the bargaining unit.

13.5.1.1 It is understood that the exercise of supervisory responsibilities can involve duly limited performance of productive work under the following circumstances: to acquire and maintain knowledge and skills of equipment and procedures for effectively directing the work of subordinates; to perform such inspection and testing as may be necessitated to evaluate quality and quantity of work performed by subordinates, or to determine what, if any, work needs to be performed by subordinates; to acquire and practice the skills necessary for Civilian Defense or other public emergency; to meet service emergencies; to accomplish appropriate training of employees; to teach and enforce safety practices; to perform such other work as may be necessary to meet the service requirements of the Company when an appropriate nonsupervisory employee is not available, or cannot be reached for assignment; or when the supervisor already is on the site for other management purposes and the correction of an existing difficulty entails such limited effort that customer service is facilitated and the calling out of a nonsupervisory employee would not be supportable by the circumstances.

Section 13.6 Temporary Assignments Away from Headquarters

13.6.1 Employees, who are assigned to work locations away from headquarters, excluding Company school attendance, may, at employee request, be returned to headquarters at Company expense once each three (3) weeks for personal time at home.

13.6.1.1 This provision will not be applicable under circumstances that the employee has accepted temporary relocation, with or without reclassification, in lieu of layoff at the employee's headquarters location.

13.6.1.2 Wherever there exists a service emergency, the three (3) week period will not operate to limit the Company in taking actions appropriate to the circumstances. In such events, the return to headquarters will be as expeditious as circumstances then existing will permit.

13.6.1.3 Whenever normal work can be completed within a fourth week, the work circumstances shall be controlling except that the period away from headquarters shall not exceed four (4) weeks except in service emergencies.

Section 13.7 Temporary Assignments

13.7.1 Employees may be assigned temporarily to work at other places, and/or in other job titles but, while so assigned, they retain status as of their principal location, including wage treatment.

13.7.1.1 The Company will provide at least two (2) calendar days advance notice, or as much notice as possible, of such assignment under circumstances that no service emergency exists.

13.7.1.2 Whenever a service emergency exists wherein the Company decides that direct action is required, notice given will be that which is consistent with the circumstances then existing.

13.7.1.3 The advance notice specified in this provision does not apply under circumstances that the employee will return to headquarters the same day.

Section 13.8 Traveling Time Payments

13.8.1 Traveling time spent by an employee as part of their principal job duties shall be treated as hours worked.

13.8.1.1 The time shall be inclusive between the limits of when the employee reports for work for the day, as required, and when released from work at the end of that day, meal time excluded.

13.8.1.2 The time commences when the employee reports for work at the designated place and time, and ends when released from duties, meal time excluded.

13.8.2 Time spent by an employee, under Company direction and in line of assigned job duties, as driver or passenger of a Company motor vehicle while going to or from a work location shall be treated as working time, meal time excluded.

13.8.2.1 Whenever an employee is directed to, or is authorized to use a personal motor vehicle in lieu of a Company-assigned motor vehicle, travel time shall be paid as specified in paragraph 13.9.2.

13.8.3 Traveling time spent by an employee, under Company direction and in connection with their job duties, by means of public transportation facilities, will be compensated as work time, but not in excess of eight (8) hours a day.

13.8.3.1 On scheduled work days, compensation will be for the time spent in traveling that falls within the limits of the scheduled work hours, meal time excluded.

13.8.3.2 On nonscheduled work days, compensation will be for the time spent in traveling that falls within the limits of those hours that correspond to a normal scheduled work day. In event of question as to what constitutes corresponding scheduled hours, the work day for a full-time employee shall be presumed to include eight (8) hours, 8:00 A.M. to 5:00 P.M.

13.8.3.3 Should the employee elect alternatively to travel by means of personal motor vehicle as a matter of convenience, and the Company consent be granted, traveling time will be compensated as though the employee had traveled by offered public transportation facilities.

13.8.4 Traveling time spent by an employee, by reason of Company-required attendance at Company schools or conferences, shall be compensated as work time under the provisions of paragraph 13.8.2 and 13.8.3.

13.8.5 There shall be no reduction in scheduled hours on a scheduled work day by reason of traveling under Company direction for Company business.

13.8.6 Compensable travel time on a Sunday shall be paid at time and one-half as prescribed for Sunday tours in Article 8, paragraph 8.1.1, or as overtime under Article 9, paragraph 9.1.1 whichever may be applicable.

13.8.6.1 The provisions of Article 8 are applicable to Sunday travel time only when such time is spent in direct connection with performance of immediate job duties.

Section 13.9 Use of Employee's Motor Vehicles

- 13.9.1 Employees will not usually be called upon to make use of their personal vehicles in connection with their job duties.
- 13.9.2 Whenever employees should be requested to use their personal vehicle in connection with job duties or whenever they may so use a personal vehicle upon their request with Company permission granted, the Company will reimburse the employees for such use at the Company policy rate determined on the direct route mileage between the respective points of travel.
- 13.9.3 An employee using a personal vehicle on Company business will become subject to all applicable Company policies.

ARTICLE 14 JOB BIDDING PROCEDURES

Section 14.1 Bidding Procedures

- 14.1.1 Job postings will be available on-line on the Company's internal website. 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 work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids.
- 14.1.2 Applications must be submitted electronically within the specified time period using the on-line application tool provided by the Company. The application shall contain a clear, concise statement of the employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position.

The job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

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

- 1) Probationary and temporary employees;
- 2) 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 title as the vacancy involved;
- 3) Employees in formal corrective action;

- 4) Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.

14.1.3 An employee who has been selected on a job vacancy may not bid or request another job vacancy for twelve (12) months from the day he or she was placed in the new job, with the exception of Business Svc Tech and Network Tech who may not bid or request another job vacancy for twenty-four (24) months from the day he or she was placed in the new job. An employee who submits a bid on a job vacancy and is selected as the successful candidate, but elects not to accept the new job, may not bid or request another job vacancy for twelve (12) months from the day he or she rejects the job offer. Exceptions require management approval if there are no qualified bidders.

14.1.3.1 These limitations shall not apply to an employee force adjusted under Article 18 to the extent that the employee is seeking to retreat to the position from which the employee was force adjusted. Nor shall the above limitations apply to employees involuntarily moved fifty (50) miles or less under the provisions of Article 18, Section 18.2.4, Paragraph 18.2.4.1.

Section 14.2 General Provisions

14.2.1 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 only 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.

14.2.2 The Company shall have the right, at its discretion, to fill any vacancy under the following circumstances:

14.2.2.1 When the vacancy is of a temporary nature.

14.2.2.2 When placing returnees from military leave, sickness or accident disability, authorized leave of absence or reemployment of laid-off employees.

14.2.2.3 Should no qualified employee submit a bid or should no valid bid be received for a job vacancy, the Company may fill the vacancy.

14.2.3 The parties recognize that there may be times when a distress transfer or reclassification of an existing employee must be made. The problem shall be resolved by mutual consent of the Company and the Union. The employee involved shall pay all moving expenses, if any, but with no loss in regular scheduled "basic wages" for reasonable travel time as determined by the Company.

14.2.4 For all jobs awarded to existing employees which require relocation from one headquarters' location to another, an employee shall be paid at the regular rate of pay for reasonable travel time, meals and lodging enroute and one-way mileage as determined by the Company. When the newly awarded job is the same title classification the employee held prior to the award and is on Wage Group 01 or 02, such employees will also be eligible for reasonable moving expense by Company-designated carriers.

14.2.4.1 When the newly awarded job is on Wage Group 01 or 02, and requires relocation within the Market Area, such employees will also be eligible for reasonable moving expense by Company-designated carriers.

ARTICLE 15

CLASSIFICATION AND RECLASSIFICATION

Section 15.1 Classification

15.1.1 The job title, to which any employee is assigned under this Agreement, will be in accordance with the preponderance of work duties they are called upon to perform as related to the nature of the duties attributable to the particular job title.

15.1.1.1 The foregoing does not preclude an employee being called upon to perform work not usually performed, nor does it preclude temporary assignments in a higher or lower job title.

15.1.1.2 An employee under consideration for reclassification to a higher or lower job category may be required to work in the other job for a period not exceeding one (1) month without formal reclassification. Such temporary assignment involves consideration for reclassification, and opportunity for observation of the employee's knowledge, skills and other qualifications, to perform the job duties associated with the assignment under consideration.

15.1.1.3 Employees may be temporarily assigned out of their own **title** for the purpose of receiving specific training for another position or as otherwise allowed under this Agreement.

15.1.1.4 None of the provisions of the foregoing paragraphs 15.1.1.1, 15.1.1.2, and 15.1.1.3 shall be applied in such manner as to negate the intents and application of Article 14, Job Bidding Procedures, nor of Article 17, Seniority, Section 17.5, nor of this Article 15.

Section 15.2 Wage Treatment Upon Reclassification - Promotion

15.2.1 Whenever an employee is reclassified to a higher rated job a reclassification wage increase will be made.

15.2.2 The employee's wage rate for the new assignment will be the higher schedule amount which most closely represents an immediate wage increase.

15.2.2.1 The amount of wage increase as described in paragraph 15.2.2 shall in no case be less than fifteen cents (\$0.15) per hour.

15.2.2.1.1 - For employees on incentive compensation plans the amount of wage increase as described in paragraph 15.2.2 shall in no case be less than seventy-five cents (\$0.75) per hour.

15.2.2.2 The adjusted wage rate may not be more than the top rate for the higher job.

15.2.2.3 The wage rate of an employee reclassified to a higher schedule job previously held would be determined either by placement on the corresponding step position the employee was in when they last held that position, or through the procedure set forth in this Section, whichever is greater.

15.2.3 The date for the employee's next wage progression adjustment, as established within the previous job, is not to be disturbed by the reclassification. This date remains the date for the next progression adjustment on the new job.

Section 15.3 Wage Treatment Upon Reclassification - Lower Job

15.3.1 When an employee is reclassified to a lower rated job, a reclassification wage decrease will be made.

15.3.2 The employee's wage rate for the lower rated job will be that lower schedule amount which most closely represents a minimal wage decrease.

15.3.2.1 The adjusted wage rate may not be less than the lowest rate for the lower job.

15.3.2.2 Where the downward reclassification is to the immediately preceding job assignment, and the action is taken within a period of six (6) months, the employee's wage rate treatment will be the same as though the original upward reclassification had not occurred.

Section 15.4 Wage Treatment Upon Reclassification - Lateral

15.4.1 When an employee is reclassified to an equally rated job (lateral) within the same Wage Group, the current wage rate would remain in effect until normal progression provides for a higher amount.

ARTICLE 16
BOARD AND LODGING

Section 16.1 Per Diem Allowance

16.1.1 Employees may be, from time to time, temporarily assigned by the Company to work or attend meetings or schools in a town other than the town in which they are located. All expenses identified throughout Article 16 must be submitted through the company expense reporting system (Concur).

16.1.2 The daily allowance (per diem) for such temporary assignments of one (1) full tour or more is listed in paragraph 16.1.2.1 below. The per diem allowance does not apply to temporary assignments of less than one (1) tour. In cases where the temporary assignment continues for two (2) or more consecutive tours, whether or not the employee worked part of the first tour at the employee's normal town location, the employee is eligible for the applicable daily allowance. On the last day of the assignment, the employee will be eligible for an incidental meal allowance of seven dollars (\$7.00) plus round trip mileage, if applicable.

16.1.2.1 The qualifying distance for per diem will be the one way highway distance by shortest direct route between the employee's normal work location and the temporary work location.

Daily Allowance	
<u>Distance</u>	<u>Amount</u>
Over 0 and up to 20	\$ 9.00
Over 20 and up to 40	\$26.50
Over 40 and up to 60	\$34.50
Greater than 60	\$43.50

16.1.2.2 When an employee is assigned to a distant location as outlined in paragraph 16.1.2 and the use of the employee's personal vehicle has been authorized for this purpose, the employee will be granted a mileage allowance for round trip mileage from the normal work location to the temporary assignment location on the last day of each such assignment at the **Brightspeed** rate. This will be in addition to the applicable per diem allowance on the first day of the assignment.

16.1.2.3 Employees assigned to a temporary location forty-five (45) miles or more from their headquarters location for seven (7) continuous days will be entitled to reimbursement for reasonable received laundry expense, excluding dry-cleaning.

16.1.2.4 On assignments to temporary locations of more than forty-five (45) miles from the employee's normal headquarters location, employees may elect, at their option, to receive actual expenses for company designated lodging and reasonable meal costs in lieu of per diem.

16.1.2.4.1 - When an employee has elected to receive actual meal expenses, a meal allowance shall be paid as follows:

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$22.00

16.1.3 The above daily allowance will be paid to employees temporarily assigned over sixty (60) miles, except absentees, for Saturdays, Sundays, holidays or scheduled days off when the employee works the last scheduled tour preceding and the first scheduled tour following the scheduled day(s) off.

16.1.4 The term "absentee" used in paragraph 16.1.3 above shall mean:

16.1.4.1 Any employee who does not work on a scheduled day off and who is absent the scheduled work day preceding or the scheduled work day next following the scheduled day(s) off.

16.1.4.2 Employees described in 16.1.4.1 above may have the absence excused at the supervisor's discretion.

16.1.5 Employees assigned qualifying duty for per diem who are not able to work because of illness or injury will continue to receive per diem while temporarily incapacitated, provided they are actually staying overnight and incurring expenses. Employees hospitalized or at home during the disability will not continue to receive the per diem while away from the job.

16.1.6 When fluctuations in distance from home headquarters occur during a temporary assignment, the daily per diem will be paid according to the distance from home headquarters at the end of each tour.

Section 16.2 Evening Meal Allowances

16.2.1 Employees will be reimbursed for evening meal expenses of thirteen dollars (\$13.00) if the employee works in excess of eleven (11) hours that day without a meal break during the last session.

16.2.1.1 This section shall not apply to employees receiving per diem expenses, or to employees eligible for an evening or night premium.

16.2.2 Under no circumstances will the per diem allowances set forth in paragraphs 16.1.2.1 and the evening meal allowance in paragraph 16.2.1 be paid for the same day.

Section 16.3 General Provisions

16.3.1 When the Company elects to furnish transportation and employees travel from the headquarters location to a temporary location and return to the headquarters location within the scheduled tour or during overtime, no daily allowance will be paid as set forth in paragraph 16.1.2.1; however, travel time shall be treated as time worked in these cases.

16.3.1.1 In the case of employees assigned to a temporary location forty-five (45) miles or more from the headquarters location under circumstances where there are no suitable commercial lodging facilities within a ten (10) mile radius of the temporary location, travel time to and from the nearest suitable lodging shall be considered as time worked. In this circumstance, the per diem allowance prescribed in paragraph 16.1.2.1 would be continued. Additionally, if use of a personal vehicle has been authorized for the temporary assignment, the mileage allowance would also be applicable to and from the lodging site.

16.3.2 Transportation to each distant temporary assignment location will be furnished by the Company, and at its option may be either by Company vehicle, public conveyance, or in lieu thereof, by paying a mileage allowance at the CenturyLink rate when the use of an employee's personal vehicle has been authorized as covered in paragraph 16.1.2.2.

16.3.2.1 Employees authorized or requested by the Company to use their personal vehicles at distant locations for Company business

activities will be reimbursed for miles driven in such activities at the CenturyLink rate.

- 16.3.3 The one-way highway distance by the shortest reasonable direct route will be used by the Company in computing mileage allowances. Reimbursement of turnpike tolls will be made to employees electing to receive actual expenses.
- 16.3.4 Under no circumstances will an employee qualify for per diem or mileage allowances by being temporarily assigned to a facility other than the employee's normal work facility which is located in the same town or exchange in which the employee is located or resides.
- 16.3.5 In the event an employee on temporary assignment becomes subject to disciplinary action requiring suspension without pay, the employee would receive per diem compensation as determined by Company management, based on the circumstances of each individual case.

16.3.5.1 For suspensions of one (1) day or less, there will be no interruption in per diem payments.

16.3.5.2 For suspensions of more than one (1) day when the employee has not been authorized the use of a personal vehicle, and return to the headquarters location would be inconvenient in the judgment of Company management, the employee will be authorized the appropriate per diem allowance for the period of the suspension, or until it becomes convenient to return the employee to the headquarters location, if that should occur before the end of the suspension.

16.3.5.3 For suspensions of more than one (1) day when the employee has been authorized use of a personal vehicle, the employee may be granted the applicable incidental meal allowances and the mileage allowance on the first day of the suspension. If return to work location requires travel on the last day of suspension, the employee would be eligible for applicable per diem for that day.

- 16.3.6 The Company recognizes that there may be certain special circumstances that make it impractical to apply the per diem described in paragraph 16.1.2.1. Examples of these cases are when travel for training or other purposes is to distant high cost locations outside the boundaries of the Company, or when unusual conditions such as tornadoes or hurricanes in the area temporarily assigned have temporarily created substantial increases in room and board

expenses. In these cases, and others determined qualifying by the Company, as well as special cases where an employee is required to spend the night at a location less than forty-five (45) miles away from the employee's headquarters location, the Company retains the right to shift to an actual expense form of reimbursement.

ARTICLE 17 SENIORITY

Section 17.1 Seniority

- 17.1.1 For employees hired on or after July 31, 2000, seniority shall be tenure of employment by the Company computed from date of hire.
- 17.1.2 In the application of seniority there may arise some occasions when a conflict develops by reason of two (2) or more employees possessing equal seniority. In such cases, applicable seniority will be determined by the order of dates of birth (mm/dd/yy) of each employee concerned.
- 17.1.3 In such case of an employee transfer into the bargaining unit, seniority will only be recognized if the other bargaining unit has reciprocal recognition. Employees transferring into the bargaining unit from non-bargaining units will not have prior seniority recognized for customary provisions of seniority.
- 17.1.4 Uses of Seniority. Seniority shall be taken into account in the treatment of employees covered by this Agreement insofar as the conditions of the business and the abilities of the employees permit.

Section 17.2 Application of Seniority

- 17.2.1 Seniority shall be the deciding factor, insofar as the ability of the employee and the conditions of the business will permit, in matters affecting assignment of hours and vacations. In matters affecting voluntary transfers and promotions, the position will be filled by the most qualified employee with seniority to govern in the event multiple employees are deemed equally qualified. Qualified shall have the meaning in Article 14, Section 14.2.1. Layoffs, and rehire after layoffs will be administered in accordance with Article 18, Force Adjustments.
- 17.2.2 Whenever any provision contained within this Agreement makes specific reference to application of seniority for a given

circumstance, the application prescribed within that provision will prevail.

17.2.3 One employee may displace another through application of seniority only under the following circumstances:

17.2.3.1 As specified in Article 17, Section 17.2.1.

17.2.3.2 Return from a leave of absence that is actual or implied, wherein reinstatement to the original job is a condition of the leave.

17.2.3.3 Return from any leave (for example, military leave and FMLA) where reemployment rights are established by law.

17.2.4 Nothing within this Agreement shall be construed to mean that, during application of force adjustment procedures, seniority may be applied in such manner that an employee may achieve a job assignment that is of a higher wage level than the job which the employee is vacating by reason of force adjustment.

Section 17.3 Loss of Seniority

17.3.1 Except as otherwise required by law, seniority and employment will be lost by any of the following:

17.3.1.1 Any resignation from employment.

17.3.1.2 Any termination of a probationary, occasional or temporary employee, or any termination of a regular employee for cause;

17.3.1.3 Absence from work for more than the maximum period established for any leave of absence or recall from layoff;

17.3.1.4 Failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received Human Resources' written approval for an adjusted return date; or

17.3.1.5 Failure to comply with Section 18.2.5.4.

Section 17.4 Transfers or Promotions

17.4.1 Employees transferred or promoted from the bargaining unit shall continue to accrue seniority.

Section 17.5 Training Opportunities

17.5.1 The Company agrees that opportunities for job training which would serve to equip employees for promotion to higher paid occupations within the bargaining unit will not be employed in such manner as to circumvent the seniority principles as set forth within this Article 17.

17.5.2 Job training herein means formal training and, as well, informal training by experience gained in temporary assignments to higher paid occupations within the bargaining unit.

ARTICLE 18 FORCE ADJUSTMENT

Section 18.1 Definitions of Force Adjustment and of Related Terms

18.1.1 Whenever, in the judgment of the Company there exists an occasion for the adoption of a program of force adjustment through layoffs of regular full-time non-supervisory employees of the Company, the Company agrees before proceeding with such a program to:

18.1.1.1 In a sequence to be determined by the Company lay off all part-time and temporary employees and promptly notify the Union of all such layoffs.

18.2.1 The Company shall determine the extent of the reductions required, the effective date or dates thereof, the exchanges, and the job classifications involved.

Section 18.2 Method of Initial Force Adjustment

18.2.1 When a force adjustment, that is other than temporary, is considered necessary by the Company, layoffs will be accomplished in the following order to the extent needed within each Department and location.

18.2.1.1 Occasional and/or temporary employees

18.2.1.2 Probationary employees

18.2.1.3 Regular part-time employees

18.2.1.4 Regular full-time employees

18.2.2 In the sequential laying off of regular part-time employees, and of regular full-time employees inverse seniority will be followed.

18.2.2.1 Part-time employees who have been available for, and ready to accept, full-time employment will have superior privileges for retention of employment over those who are part-time by their own choice and/or availability.

18.2.3 The order of layoff within any job classification and exchange selected shall be in inverse order by seniority.

In the event of a reduction in a work group, the least senior employee in the job title and exchange where the surplus exists may relieve the least senior employee within the job title within the district, or the least senior employee in any job title in the district where the surplus exists provided the employee has formerly held the job title and is immediately qualified to perform the work of that job title. Qualified shall be defined as having previously held the title of the available job, and if necessary, a maximum of forty (40) hours of refresher training. If formal classroom training is required, the employee shall not be considered qualified.

The less senior employee may then relieve the least senior employee in any job title within the bargaining unit provided that employee has formerly held the job title and is immediately qualified to perform the work of that job title as set forth above. In no case shall an employee be able to bump into a higher job title. Qualified shall have the meaning in Article 14, Section 14.2.1.

18.2.4 The provisions of this Article shall not be construed to prevent the Company at any time from:

18.2.4.1 Transferring employees from one (1) job classification to another (either at the same location or in another location) or transferring employees from one (1) location to another without change in job title, in inverse seniority order, so long as the transfer is within fifty (50) miles of the employees' exchange.

18.2.4.2 Making incidental layoffs in any job title and exchange on account of the normal fluctuations of the business or because of minor readjustments of force.

18.2.4.3 Engaging line construction or tree trimming crews on an independent contractor relationship or engaging any person on a temporary or occasional basis.

18.2.5 If, after a period of layoff, the Company again desires to increase the number its regular non-supervisory employees within a job title and exchange in which there has been a force adjustment, the Company agrees to offer reemployment, under the conditions hereinafter provided, to former regular employees previously engaged in such job title and exchange. Such reemployment shall be offered to employees in the inverse order in which they are laid off, subject to the following conditions.

18.2.5.1 The former employee has one (1) year or more of net credited service at the time he was laid off.

18.2.5.2 The period of time since the layoff of the former employee has not exceeded eighteen months.

18.2.5.3 The former employee is qualified, in the judgment of the Company, to perform the available work at the time the offer of reemployment is made.

18.2.5.4 The former employee shall accept and be available for reemployment within fourteen (14) days after the date of the mailing by the Company of the offer of reemployment. It shall be the obligation of the former employees to keep the Company advised of their home addresses, and the Company shall be deemed to have complied with the provisions of this paragraph upon mailing the offer of reemployment to the last known address of the former employee reflected in the personnel file.

18.2.5.5 Employees force adjusted under the provisions of this Article who are still in active regular employment status and are qualified shall have retreat rights if the original job becomes open within twelve (12) months. Such employees will be given the choice of remaining where they are or returning to the original job.

18.2.6 Net credited service as used in the Article shall mean credited service at the time of layoff.

18.2.7 The Company shall have no responsibility or liability for the maintenance in force of any insurance or pension benefits of a laid off employee.

Section 18.3 Notification to Union

18.3.1 The Company will keep the Union informed as soon thereafter as practical, of temporary force adjustments that exceed or are expected to exceed, five (5) consecutive work days.

18.3.2 Whenever possible, at least twenty-one (21) calendar days' notification will be given of expected full layoff of regular full-time employees.

18.3.3 All notifications will be directed to the designated office of the Union by Human Resources or designated representative.

Section 18.4 Termination Pay

18.4.1 Regular full-time employees whose service is terminated by permanent layoff or retirement without pension shall receive termination pay in a lump sum, at their regular basic straight-time hourly rate according to the following schedule.

No. of Years of Net Credited Service	No. of Weeks Pay
Less than 1 year	None
1 but less than 2	2
2 but less than 5	5
5 but less than 7	8
7 but less than 10	11
10 but less than 15	20
15 but less than 20	25
20 and over	35

However, in no case shall a termination allowance exceed \$39,000.

18.4.1.1 Whenever an employee who has been paid termination allowance is subsequently reemployed and is again terminated, termination allowance in the instance of the second, and subsequent, terminations will be computed on the basis of total net credited service less payments previously received.

Section 18.5 Voluntary Termination

18.5.1 To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to address workforce

adjustments by offering voluntary termination, in seniority order, to employees in the affected job titles(s) and location(s). Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Section 18.4 of this Agreement that would be provided to the least senior employee in the affected job title and location and will receive all other entitlements due them.

The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth above 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 19 TOOLS AND EQUIPMENT

Section 19.1 Furnishing of Tools and Equipment

19.1.1 The Company will furnish to new employees, and on a replacement basis to present employees, all tools and equipment necessary for the proper performance of the job. The Company will specify the quantity, kind, type and make of all such items to be furnished. No tools or equipment other than those furnished by the Company may be used unless specifically approved by the supervisor. Any such tool or equipment allowed will not be replaced by the Company or at Company expense.

Section 19.2 Employee Responsibility

19.2.1 All tools and equipment furnished by the Company will be charged to the employee, and the employee will be held responsible.

19.2.2 Employees who are furnished tools and equipment will be held responsible for the proper use, care and maintenance of these items, and will be held to an accounting of all tools and equipment at the time of replacement thereof, or upon termination of employment with the Company.

Section 19.3 Replacement

- 19.3.1 The Company will replace all tools and equipment that are broken and/or worn-out through normal wear, except those not specified as standard by the Company.
- 19.3.2 Tools and equipment that are lost or mistreated to the extent that they are no longer usable will be replaced by the Company, except those not specified as standard by the Company; however, the employee responsible for the items may be required at the discretion of management to pay for them, and will be billed accordingly.

Section 19.4 Inspection

- 19.4.1 The Company reserves the right of inspecting all tools and equipment at any time and condemning for further use any tools and equipment which are worn out or unfit for further use or any tools and equipment not of the kind, type or make furnished by the Company.

Section 19.5 Uniforms

- 19.5.1 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 titles which the Company deems appropriate. New hires in those 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 uniform and non-uniform garments.
- 19.5.2 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.
- 19.5.3 A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo.
- 19.5.4 The Company shall have the unilateral right to modify, amend, or cease the uniform program at any time. The Company will provide the CWA staff representative thirty (30) days notice of any changes to the uniform program.

ARTICLE 20 SAFETY PRACTICES

Section 20.1 Company Policy to Provide Safe Working Conditions

- 20.1.1 It is the Company's policy to provide employees with safe working conditions, and the Union will cooperate with the Company to effectively carry out this policy.
- 20.1.2 The Company shall provide to employees, when necessary, rubber gloves for the safe performance of their job assignment.
- 20.1.3 In cases of emergency or disaster when employees are required to work in inclement weather, the Company shall provide if available the necessary slickers and rubber foot covering.
- 20.1.4 The Company shall supply rubber aprons where necessary for employees working around batteries in central offices.

Section 20.2 Safety Footwear

- 20.2.1 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 CenturyLink 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.

The Company will provide Safety Footwear in accordance with the Company's Safety Footwear Policy. A copy of which was provided to the Union. For those employees that have only

occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

Section 20.3 Safety Eyewear

20.3.1 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 January 1, 2016, 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.

20.3.1.1 The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.

20.3.1.2 Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision ‘correction.’

20.3.1.3 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.

20.3.1.4 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.

ARTICLE 21 AUTHORIZED ABSENCES

Section 21.1 Absence for Jury, Witness or Election Duty

21.1.1 An employee shall suffer no loss in pay for reasonable absence from work for jury duty, to serve as a witness or to serve at a public election.

21.1.1.1 Reimbursement for witness duty is conditioned on a properly served subpoena requiring the employee to appear in court. No reimbursements are applicable whereunder the employee is plaintiff or defendant in a legal action.

Section 21.2 Absence to Attend Funeral

21.2.1 In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative. The length of time off in excess of three days will be at the discretion of the appropriate manager but will not exceed:

- five scheduled workdays for the following immediate family members: spouse, domestic partner, father, mother, son, daughter (includes step-parents and step-children and children of domestic partner)

- three scheduled workdays for the following immediate family members: brother, step-brother, sister, step-sister, mother-in-law, father-in-law, parents of domestic partner, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, persons living in the same household of employee, aunt and uncle.

21.2.2 When it is necessary for employees to be active pallbearers, they will be paid at their basic hourly rate of pay for a maximum of one (1) tour upon proper approval.

ARTICLE 22 LEAVES OF ABSENCE

Section 22.1 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 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. All available Vacation/ Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

Section 22.2 Military Leaves

22.2.1 Military leaves of absence shall be granted according to law. The employee will notify the Company as far in advance as possible of scheduled military service. An employee who has not taken the vacation to which he is entitled to take in the calendar year may take the vacation due him prior to reporting for military service or may be granted payment in lieu of the vacation.

Section 22.3 Union Leaves

22.3.1 Union leaves will be administered in accordance with Article 25, Union Business and Responsibilities.

Section 22.4 Family and Medical Leave

22.4.1 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 Policy.

Section 22.5 Disability Leave

22.5.1 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 Company Policy. Employees on disability leave may qualify for benefits under several Company plans (PTO/Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.

Section 22.6 General Rules Governing Leaves

The following rules shall apply to all leaves:

- 22.6.1 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.
- 22.6.2 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.
- 22.6.3 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.
- 22.6.4 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 Policy.
- 22.6.5 The Company maintains the right to modify or amend the administration guidelines described in the Company Policy at its discretion.

ARTICLE 23 PENSIONS

1. The Company will provide the defined benefit plan, currently known as the **Brightspeed** Retirement Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Plan”) for all Eligible Employees. The Retirement Plan by reference is hereby made a part of this Agreement.

Except as provided in Section **2(a), 2c and 2d** below, for employees entering the former CWA 6171 Northwest bargaining unit on or after June 13, 2008 and before January 1, 2016, the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For employees in the former CWA 6171 Northwest bargaining unit prior to June 13, 2008, the benefits shall remain the same except as set forth in section 2(a) **2c and 2d**.

Except as provided in Section 2(b) below, for employees entering the former CWA 6171 Central bargaining unit on or after August 16, 2007 and before January 1, 2016, the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For employees in the former CWA 6171 Central bargaining unit prior to August 16, 2007, the benefits shall remain the same except as set forth in section 2(a):

- (a) Solely with respect to any Employee who is or becomes disabled as determined in accordance with the definition of disability in the LTD Plan, the Retirement Plan was amended effective January 1, 2016 to provide that the employee’s benefit accruals under the Retirement Plan will cease on the later of (1) January 1, 2016, or (2) the date the employee becomes disabled as defined by the LTD Plan because, at that time, the employee is terminated from active employment with the Company and no longer is on the Company’s active payroll.
- (b) Hired, Rehired, or Transferred Employees On or After January 1, 2016 into CWA Local 6171.

Northwest and Central, hereinafter referred to as CWA Local 6171.

- (i) Any Employee who is first hired by the Company into CWA Local 6171 on or after January 1, 2016 shall not be eligible to become an Eligible Employee under the terms of the Retirement

Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.

- (ii) Any Legacy CenturyLink Employee who is rehired or recalled by the Company into CWA Local 6171 on or after January 1, 2016 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired or recalled by CWA Local 6171 on or after January 1, 2016 to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being rehired **or recalled**. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired **or recalled** (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.

- (iii) Any Legacy CenturyLink Employee who first becomes covered under the CWA Local 6171 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 Local 6171 Agreement) on or after January 1, 2016 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being covered under the CWA Local 6171 Agreement on or after January 1, 2016, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the CWA Local 6171 Agreement. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy CenturyLink Employee who first becomes covered under the CWA Local 6171 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 Local 6171 Agreement) or is rehired or recalled into CWA Local 6171 on or after January 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Participant in Retirement Plan. Service on or after January 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 Plan, service earned with CWA Local 6171 prior to the subsequent move from CWA Local 6171 will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

For purposes of this section only, "Legacy CenturyLink Employee" shall mean any employee of **Brightspeed** who worked at a CenturyLink entity (not including Embarq or Qwest) and who became an Eligible Employee or is eligible to become an Eligible Employee.

(c) Lump Sum Benefit Payment Option

The Company provides a lump sum benefit payment option to Participants represented by CWA Local 6171, effective as of the date specified in the Retirement Plan. Participants represented by Local 6171, who elect to receive their Accrued Benefit 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 Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan.

The Company may, subject only to the Retirement 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 Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Participant and to any Accrued Benefit of any such Participant, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement 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 Plan shall rest with the Company and its delegates, shall be determined only under the terms of the 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.

(d) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.

(i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant (“Participant”) who currently is, formerly was, or in the future will be, represented by CWA 6171 will be taken into account for any purpose of the Retirement Plan after June 30, 2022 (the “Compensation Freeze Date”). As a result, each Participant’s Accrued Benefit will be calculated using Final Average Pay (and its predecessor, “Average Annual Compensation,” as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment.

(ii) This change is not intended to reduce any Participant’s Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant’s Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier

of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment.

3. The administration of the Retirement Plan and trust fund so as to provide the negotiated benefits shall be within the sole province and discretion of the Company. However, the preceding sentence shall not be construed to give the Company the right to unilaterally change or defer pension benefits and provided further that the Company shall negotiate with the Union prior to making any change to those benefits.
4. The Company shall have the sole right and discretion to make changes in the Retirement Plan which it deems necessary to comply with legal requirements and/or to maintain the qualification of the Retirement Plan. The Company retains the right to make such changes in such plans in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the Retirement Plans are 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 plans, or to administer plans in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to either retirement plan, each of which is subject to its plan terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the Retirement Plan documents, the terms of the Retirement Plan documents shall govern. Administration of the Retirement Plans and, as described in Section 5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.
5. The Retirement Plan and its administration are not subject to the grievance and arbitration procedures in Article 5. All other disputes or complaints and any other issues arising out of or in any way connected with the Retirement Plan shall be exclusively resolved in accordance with the underlying Retirement Plan procedures and ERISA.

ARTICLE 24
PAYROLL DEDUCTION OF DUES AND COPE CONTRIBUTIONS

24.1 The Company will make collection of Union dues once each month through payroll deduction from employees pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Company.

The Company's obligations under Article 24, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). Upon expiration of the labor agreement with thirty (30) days written notice from the Company's bargaining agent to the CWA Representative of the Company's intent, the Company may discontinue the payroll dues deductions, without negotiation until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation. Discontinuance of payroll deduction of union dues shall take effect the first payroll period following the thirty (30) days notice.

24.1.1 Cancellation of Union Dues. It is understood that any authorization of dues deductions shall be irrevocable for the period of one (1) year from the date of the authorization or until the expiration of this Agreement, whichever first occurs. This also applies to any dues increase in such period.

24.1.2 After the period of one (1) year, and prior to the expiration of the Agreement, employees may cancel and revoke their dues authorizations by giving written notice to the Company with a copy to the Union, not more than forty (40) days nor less than ten (10) days prior to the anniversary date of this agreement.

24.2 The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the Union a copy of the list of employees for whom such deduction has been made and the amount of each deduction. The Company also agrees to furnish the Union a copy of a list of employees for whom no deductions have been made together with the reasons therefore.

24.3 The Company will make monthly deductions for COPE from the payroll of employees upon receipt of a written authorization form signed by the employee. Such written authorization will continue in effect until revoked by the employee.

24.4 The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the dues and COPE deduction authorization forms. The Company shall incur no liability from acting as agent in the collection of dues or COPE contributions.

24.5 The Union agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment) arising out of or in connection with this Article 24.

ARTICLE 25 UNION BUSINESS AND RESPONSIBILITIES

Section 25.1 Union Activity on Company Time

25.1.1 Neither the Union nor its members shall carry on Union activities during time when any one of the employees involved is on duty. Insofar as this provision is concerned, relief periods and lunch periods are not considered as time on duty.

Section 25.2 Union Agrees Not to Coerce Employees

25.2.1 The Union agrees not to exert any coercion or intimidation on any employee because of non-membership in the Union for the purpose of inducing membership in the Union.

Section 25.3 Leave of Absence for Union Business

25.3.1 Employees elected or selected to full-time positions in the International or Local Union which take them from their employment with the Company, shall, upon written request to the Company, each receive leaves of absence for a period of not less than thirty (30) days nor more than twelve (12) months, the sum total of which shall not exceed fifteen (15) years. Upon return they shall be reemployed at work generally similar to that which they did last prior to their leaving. Employees who return shall be assigned to the same position on the wage schedule where they were working at the time their leave of absence commenced.

25.3.1.1 A request for leave of absence for Union business shall be in writing from the Union and shall be furnished to the Company at

least thirty (30) calendar days in advance of the original request for leave. At least fifteen (15) calendar days notice shall be furnished to the Company in writing in advance of each subsequent twelve (12) months' leave.

25.3.1.2 Not more than five (5) such employees shall be granted a leave of absence for Union business at a time.

25.3.1.3 Employees who are allowed a leave of absence for Union business shall take such leave without prejudice to their job rights and credited service.

25.3.1.4 Sick benefit credits and wage progression credits will not accumulate while an employee is on leave of absence for Union business. Changes in the basic hourly rate for the employee's wage step will be recognized for the purpose of pension calculations.

25.3.1.5 Pension credits and full wage credit for pension purposes will accumulate to employees while on leave of absence for Union business.

25.3.1.6 Employees who do not return to work as specified in their request for leave of absence shall be considered to have automatically terminated their employment effective on the date when the leave of absence started.

25.3.2 Incidental leaves of absence for Union duties. Employees of the Company who are officers of the Union Local, not to exceed three (3) in number, may upon fifteen (15) days' written notice to the Company be granted incidental leave of absence without pay in accordance with the following, provided service requirements will permit:

25.3.2.1 A leave of absence shall be for not less than a period of thirty (30) days or more than sixty (60) days and must run continuously.

25.3.2.2 Any such leave of absence shall not prejudice an employee's job rights nor shall the period of such leave be deducted from an employee's credited service or cause a break in such service.

25.3.2.3 Any portion of such leave of absence over thirty (30) days shall not be counted for wage progression purposes.

25.3.2.4 If the Union shall request an extension of such leave of absence, such an extension shall be considered under the terms of Paragraph **25.3.1** (including subsections).

Section 25.4 Time Off for Union Duties

- 25.4.1 Employees of the Company who are officers or designated representatives of the Union may, upon reasonable notice to the employee's immediate supervisor, be allowed to take time off without pay up to and including forty (40) scheduled working days per contract year, provided, however, that no more than ten (10) scheduled working days of time off granted under that section shall run consecutively.
- 25.4.2 Reasonable notice shall be forty-eight (48) hours. Time off, as described in Paragraph 25.4.1 herewith, may be granted with less than forty-eight (48) hours' notice by the employee's immediate supervisor in case of emergency if the service requirements permit. It is understood and agreed that in those cases where the Union Representative has knowledge of the need to be off in advance of forty-eight (48) hours, it is incumbent upon such Representative to give the immediate supervisor as much advance notice as possible.
- 25.4.3 If the Union shall request an extension of time off for Union business, such an extension shall be considered under the terms of Section 25.3 of this Article.
- 25.4.4 For Union convention purposes, each year the Union may submit a list of representatives not to exceed seven (7) in number per year for whom time off is desired. Such list must be submitted at least thirty (30) working days prior to the beginning date of the absence. If service requirements permit, such time off without pay not to exceed three (3) scheduled working days not to include Saturday and Sunday for each employee shall be granted. This time off shall be deducted from the forty (40) days allowable as covered under Section 25.4, Paragraph 25.4.1.
- 25.4.5 This section shall not apply to any joint Union-Management meeting.

Section 25.5 Bulletin Boards

- 25.5.1 The Union shall have the use of Company bulletin boards for the posting of material necessary to the conduct of its affairs or space

shall be provided by the Company for Union bulletin boards to be erected by the Union.

Section 25.6 List of Union Representatives

25.6.1 The Union agrees to furnish and maintain a current list of its Union Representatives. Such list shall be given to the Vice President-Human Resources of the Company.

Section 25.7 Joint Union-Management Negotiations

25.7.1 The Company shall pay the Group Health, Dental and Life Insurance premiums, equal to that amount normally paid for regular full-time employees, for up to four (4) Company employees of the Union Negotiating Committee for the month prior and the portion of the month up to and including the expiration date of the labor agreement.

ARTICLE 26 COMPANY RIGHTS AND RESPONSIBILITIES

Section 26.1 Rights of Management

26.1.1 This Agreement shall not limit the Company in the exercise of any of the generally recognized customary rights of management to hire new employees; to discipline and discharge as provided in Article 2, Sections 2.10, 2.11, 2.13, and 2.15; to promote, demote, transfer and lay off in accordance with the provisions of this Agreement; to establish work schedules and hours of work; to use improved methods, material or equipment; to determine work assignments and tours; to develop and administer work standards and performance requirements; and to be the sole judge of the quality and acceptability of communications services rendered to the public. All other customary management rights shall be reserved solely by the Company.

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

changes in standards of personal appearance and dress shall also be reasonable and subject to review by an arbitrator under that standard.

Company will provide 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. 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.

Section 26.2 Company Shall Determine Size of Work Force

26.2.1 The Company shall determine the size of the work force and the number of employees needed at any particular time or place; and shall make such adjustments in the size of the work force as the Company deems necessary.

Section 26.3 Company Will Not Interfere With Union

26.3.1 The Company agrees not to coerce or interfere with any employee with the object of restraining membership in the Union nor to discriminate in any way against employees because of membership in the Union.

Section 26.4 Company to Furnish List of Employees to Union

26.4.1 Company agrees to furnish to the Union, on or before December 1, a list of all employees within the designated bargaining unit showing name, employee number, work location, job title, and seniority date.

26.4.2 The Company will provide the Union additional lists of employees, as designated in Paragraph 26.4.1 herewith, as requested by the Union at current net cost to the Company for production of the same. The cost is established to be sixty-five dollars (\$65.00) each throughout the principal term of this Agreement.

ARTICLE 27 Conflict of Interest

27.1 The Company and the Union agree that employees covered under this Agreement are not authorized to engage in gainful employment supplementary to Company employment, in the activity areas of sales,

operations, maintenance, repair, design, construction or installation of customer-owned or leased equipment that is interconnected with Company lines and/or central offices and which provides a service, feature or facility that the Company has or may have available.

- 27.2 Gainful employment under this Article includes personal work effort, direction or training of other persons or consultative advice for any form of remuneration for services rendered.
- 27.3 Any advice by an employee for the intended purpose of discouraging any potential or actual customer from utilizing service offerings of the Company will be considered as an act of serious disloyalty.

ARTICLE 28 SUBCONTRACTING AND TRANSFER OF WORK

Section 28.1 Subcontracting

The Company may subcontract bargaining unit work provided that such contracting does not result in the lay-off or part-timing of any regular full-time employee who regularly performed the work being subcontracted within the exchange. Employees who transfer to a different job title as a result of contracting will suffer no reduction in pay.

The Company shall notify the Union in writing at least seven (7) calendar days prior to the use of any subcontractors, except in case of serious emergency, in which case, notification to a Union representative as soon as practical will satisfy the notification requirements. Such notification shall inform the Union of the exact nature of the work to be performed, the number of contractors to be used and the expected period of time during which the subcontractor is expected to be utilized.

Section 28.2 Transfer of Work

The Company may transfer bargaining unit work to employees at other Company locations provided that it is for bona fide business reasons.

Section 28.3 Crossing Jurisdictional Lines

At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units and/or non-bargaining employees may be required to work at Company locations within the bargaining unit jurisdiction performing

bargaining unit work. The Company will not utilize employees from other bargaining units or non-represented employees to the extent it causes a reduction of employees in the bargaining unit or prevents the addition of more employees to the bargaining unit.

The parties agree that the assignment of bargaining unit work to non-unit employees and the assignment of non-bargaining unit work to bargaining unit employees as permitted under this agreement is not intended in any way to affect the separate community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.

ARTICLE 29 HEALTH CARE BENEFITS

Section 29.1 Health Care Benefits

Effective March 18, 2013, employees shall share in the cost of healthcare coverage and continuing for the term of this Agreement, 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 those offered to management 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.

In the event the Company decides to make available retiree health benefits to employees upon retirement outside of VEBA, the Company will make the same retiree health benefit options to employees 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 will provide the union ninety (90) days notice of any changes in the plans and/or changes in the amount of the employee contribution(s).

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 to management employees employed by the Company in the exchanges covered by this Agreement.

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.

Section 29.2 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 or all 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 of the Company.

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 the employee can decide whether the benefits provided by this program are appropriate for you and your family. Employees 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 employees with advice regarding the program. Participation is solely the employee's decision, completely voluntary and at their own expense. Lumen 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 Lumen does not benefit from your participation. There are no commissions or incentives paid to Lumen as a result of the products or services they may choose to purchase.

ARTICLE 30 SICKNESS AND DISABILITY BENEFITS

Effective January 1, 2018, 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 CenturyLink 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.

Vacation/PH 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 Vacation/PH hours before hours can be taken unpaid. If an employee does not have available Vacation/PH hours, those hours for which Vacation/PH 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, rehired or transferred into this bargaining unit before January 1, 2021 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, rehired, or transferred into this bargaining unit on or after January 1, 2021, the STD benefit under the Plan is seventy percent (70%) of 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 yr 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.

Worker's Compensation

Effective 1/1/23 - 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, rehired, or transferred into this bargaining unit before January 1, 2021, 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, rehired, or transferred into this bargaining unit on or after January 1, 2021, the Company will provide an employee a salary continuations benefits (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. The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first 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.

Effective 1/1/23 – 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% respectively 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% respectively 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 CenturyLink 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.

ARTICLE 31
CONTENTS AND VALIDATION

Section 31.1 Contents of Agreement

31.1.1 This Agreement contains the entire agreement between the Company and the Union. There are no oral agreements which have not been reduced to writing for inclusion in this Agreement, and no changes shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the Union.

31.1.2 The Company and the Union will each be responsible for printing their own contracts. Both parties will endeavor to have the contract reviewed, proofed, and printed within one hundred twenty (120) calendar days after notice of ratification.

Section 31.2 Federal and State Laws

31.2.1 Nothing in this Agreement shall be interpreted to require the parties to act contrary to any State or Federal law, governmental authority or declaration. In the event any such condition arises, it is agreed that upon request by either party within ten (10) calendar days thereafter, the parties shall enter into negotiations for purpose of arriving at a mutually satisfactory replacement of any such provision. If the parties are unable to reach a solution within thirty (30) calendar days from the commencement of negotiations, or by any mutually-agreed deadline thereafter, the remaining provisions of the Agreement will remain in full force and effect and the matter shall be deemed resolved until expiration of this Agreement.

ARTICLE 32 DURATION

Section 32.1 Duration of Agreement

32.1.1 This Agreement shall be effective **August 29, 2024** and shall remain in effect to and including **August 15, 2029** and shall continue in effect thereafter unless terminated by a sixty (60) day prior written notice given by either party to the other, in which event this Agreement shall terminate sixty (60) days following the receipt of such notice.

Section 32.2 Negotiations at Ending of Initial Term

32.2.1 At any time after sixty (60) days prior to the expiration of the initial term, either party may serve written notice on the other party of its desire to begin negotiations for a successor Agreement. In such event, the parties agree to commence collective bargaining within thirty (30) days after receipt of such notice by other party unless mutually agreed otherwise. Both parties agree to make bona fide bargaining attempts to resolve any differences during such negotiations.

ARTICLE 33 RECOGNITION AND/OR INCENTIVE PROGRAM

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 customer contact employees may be required to make referrals of company products and services and perform informal and direct sales 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. This prohibition does not apply to Retail employees that have assigned sales quotas.

ARTICLE 34
TELEPHONE CONCESSION

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a telephone concession benefit. 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 concession benefits that are provided to non-bargaining employees at the same location.

ARTICLE 35
HOME GARAGING

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 26.

ARTICLE 36
Remote Work

Employees in the Technical Support Specialist job title will be covered under the Company's Remote Work policy. It is recognized, that upon notification to the Union, the Company has the exclusive right to amend, modify wholly or in part this policy.

Brightspeed of Central Arkansas,
LLC



Jeff Mitchell
VP Field Ops



John Sabat
Director Labor Relations

Company Negotiating
Committee:

Joseph A. Basile
Billy Watson
Jennifer Scarpino
Renee Beebe

Communications Workers of
America



Sherron Molina
CWA Representative

Union Negotiating Committee:

Blake Wright
Travis Pirotte
Allen Whitaker
Chase Odle
Sherron Molina

APPENDIX A

TOWN CLASSIFICATIONS ARKANSAS MARKET AREA

Alma (NW)	Dardanelle (NW)	Judsonia (C)	Pollard (C)
Almyra (C)	De Valls Bluff (C)	Kensett (C)	Prescott (C)
Altus (NW)	Delaplaine (C)	Knobel-McDougal (C)	Ratcliff (NW)
Atkins (NW)	Des Arc (C)	Lake City (NW)	Rector (C)
Augusta (C)	De Witt (C)	Lamar (NW)	Roe-Ulm (C)
Bald Knob (NW)	Dover (NW)	Leachville (NW)	Rosston-Waterloo(C)
Bay (NW)	Dumas (NW)	Leonard (C)	Russellville (NW)
Biggers-Reyno (C)	Elm Springs (NW)	Little Rock AFB (C)	Salus (NW)
Blevins (C)	England (C)	London (NW)	Scranton (NW)
Boles (NW)	Garfield (NW)	Manila (NW)	Seligman (NW)
Blooming Grove (C)	Gateway (NW)	Mansfield (NW)	Siloam Springs (NW)
Booneville (NW)	Gentry (NW)	Marmaduke (C)	St. Charles (C)
Bradford (C)	Gillett (C)	Marvell (C)	Star City (NW)
Cabot (C)	Gould (NW)	Maynard (C)	Stuttgart (C)
Caraway (NW)	Greenwood (NW)	Maysville (NW)	Subiaco (NW)
Carlisle (C)	Griffithville (C)	McCrary (C)	Success (C)
Carryville (C)	Hackett (NW)	McRae (C)	Sulphur Springs (NW)
Centerton (NW)	Hartman (NW)	Midland (NW)	Taylor (C)
Centerville (NW)	Hazen (C)	Monette (NW)	Tillar (NW)
Charleston (NW)	Hector (NW)	Mountainburg (NW)	Trumann (NW)
Clarendon (NW)	Hickory Plains (C)	Ozark (NW)	Waldo (C)
Clarksville (NW)	Holly Grove (NW)	Paris (NW)	Waldron (NW)
Colcord (NW)	Humphrey (C)	Pea Ridge/Jacket (NW)	Watts (NW)
Corning (C)	Imboden (C)	Piggott (C)	Wheatley (C)
Cotton Plant (C)	Jacksonville (C)	Pleasant Plains (NW)	Winslow (NW)
Coy-Humnoke (C)	Jesup (C)	Pocahontas (C)	

APPENDIX B

TOWN CLASSIFICATIONS BY DISTRICT

Northeast District:

Augusta (C)	Corning (C)	Lake City (NW)	Monette (NW)
Bald Knob (NW)	Delaplaine (C)	Leachville (NW)	Piggott (C)
Bay (NW)	Griffithville (C)	Leonard (C)	Pleasant Plains (NW)
Biggers-Reyno (C)	Imboden (C)	Manila (NW)	Pocahontas (C)
Blooming Grove (C)	Jesup (C)	Marmaduke (C)	Pollard (C)
Bradford (C)	Judsonia (C)	Maynard (C)	Rector (C)
Caraway (NW)	Kensett (C)	McCrory (C)	Success (C)
Carryville (C)	Knobel-McDougal (C)	McRae (C)	Trumann (NW)

Northwest District:

Alma (NW)	Dardanelle (NW)	Lamar (NW)	Russellville (NW)
Altus (NW)	Dover (NW)	London (NW)	Salus (NW)
Atkins (NW)	Elm Springs (NW)	Mansfield (NW)	Scranton (NW)
Boles (NW)	Garfield (NW)	Maysville (NW)	Seligman (NW)
Booneville (NW)	Gateway (NW)	Midland (NW)	Siloam Springs (NW)
Centerton (NW)	Gentry (NW)	Mountainburg (NW)	Subiaco (NW)
Centerville (NW)	Greenwood (NW)	Ozark (NW)	Sulphur Springs (NW)
Charleston (NW)	Hackett (NW)	Paris (NW)	Waldron (NW)
Clarksville (NW)	Hartman (NW)	Pea Ridge/Jacket (NW)	Watts (NW)
Colcord (NW)	Hector (NW)	Ratcliff (NW)	Winslow (NW)

Southeast District:

Almyra (C)	De Witt (C)	Hickory Plains (C)	Roe-Ulm (C)
Cabot (C)	Dumas (NW)	Holly Grove (NW)	St. Charles (C)
Carlisle (C)	England (C)	Humphrey (C)	Star City (NW)
Clarendon (NW)	Gillett (C)	Jacksonville (C)	Stuttgart (C)
Cotton Plant (C)	Gould (NW)	Little Rock AFB (C)	Tillar (NW)
Coy-Humnoko (C)	Hazen (C)	Marvell (C)	Wheatley (C)
Des Arc (C)			

Southwest District:

Blevins (C)	Prescott (C)	Taylor (C)	Waldo (C)
Waterloo (C)			

Brightspeed
WAGE SCHEDULE – CWA6171C (Central) & CWA6171NW (Northwest)
EFFECTIVE: Upon Ratification 2024

WAGE SCHEDULE					
STEP	1	2	3A	3	
Start	\$14.83	\$14.04	12.99	13.96	
6 Months	\$17.51	\$16.57	15.34	16.29	
12 Months	\$19.19	\$18.20	16.83	17.71	
18 Months	\$21.15	\$20.02	18.55	19.24	
24 Months	\$23.23	\$21.99	20.36	20.89	
30 Months	\$25.45	\$24.11	22.27	22.65	
36 Months	\$28.04	\$26.57	24.58	24.76	
42 Months	\$30.77	\$29.15	26.97	26.89	
48 Months	\$33.79	\$32.04	29.62	29.24	
Group 01	Network Tech, Fleet Technician				
Group 02	Cable Tech, Customer Svc Tech				
Group 03A	Technical Support Specialist				
Group 03	Outside Plant Technician				

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

Brightspeed
WAGE SCHEDULE – CWA6171C (Central) & CWA6171NW (Northwest)
EFFECTIVE: August 16, 2025

WAGE SCHEDULE

STEP	1	2	3A	3	
Start	\$15.27	\$14.46	13.38	14.38	
6 Months	\$18.04	\$17.07	15.80	16.78	
12 Months	\$19.77	\$18.75	17.33	18.24	
18 Months	\$21.78	\$20.62	19.11	19.82	
24 Months	\$23.93	\$22.65	20.97	21.52	
30 Months	\$26.19	\$24.83	22.94	23.33	
36 Months	\$28.88	\$27.37	25.32	25.50	
42 Months	\$31.69	\$30.02	27.78	27.70	
48 Months	\$34.80	\$33.00	30.51	30.12	

Group 01		Network Tech, Fleet Technician
Group 02		Cable Tech, Customer Svc Tech
Group 03A		Technical Support Specialist
Group 03		Outside Plant Technician

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

Brightspeed
WAGE SCHEDULE – CWA6171C (Central) & CWA6171NW (Northwest)
EFFECTIVE: August 16, 2026

WAGE SCHEDULE

STEP	1	2	3A	3	
	\$15.73	\$14.89	13.78	14.81	
6 Months	\$18.58	\$17.58	16.27	17.28	
12 Months	\$20.36	\$19.31	17.85	18.79	
18 Months	\$22.43	\$21.24	19.68	20.41	
24 Months	\$24.65	\$23.33	21.60	22.17	
30 Months	\$26.98	\$25.57	23.63	24.03	
36 Months	\$29.75	\$28.19	26.08	26.27	
42 Months	\$32.64	\$30.92	28.61	28.53	
48 Months	\$35.84	\$33.99	31.43	31.02	

Group 01		Network Tech, Fleet Technician
Group 02		Cable Tech, Customer Svc Tech
Group 03A		Technical Support Specialist
Group 03		Outside Plant Technician

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

Brightspeed
WAGE SCHEDULE – CWA6171C (Central) & CWA6171NW (Northwest)
EFFECTIVE: August 16, 2027

WAGE SCHEDULE

STEP	1	2	3A	3	
Start	\$16.20	\$15.34	14.19	15.25	
6 Months	\$19.14	\$18.11	16.76	17.80	
12 Months	\$20.97	\$19.89	18.39	19.35	
18 Months	\$23.10	\$21.88	20.27	21.02	
24 Months	\$25.39	\$24.03	22.25	22.84	
30 Months	\$27.79	\$26.34	24.34	24.75	
36 Months	\$30.64	\$29.04	26.86	27.06	
42 Months	\$33.62	\$31.85	29.47	29.39	
48 Months	\$36.92	\$35.01	32.37	31.95	

Group 01		Network Tech, Fleet Technician
Group 02		Cable Tech, Customer Svc Tech
Group 03A		Technical Support Specialist
Group 03		Outside Plant Technician

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

Brightspeed
WAGE SCHEDULE -
EFFECTIVE: August 16, 2028

WAGE SCHEDULE

STEP	V01	V22			
Start	\$16.69	\$15.80	14.62	15.71	
6 Months	\$19.71	\$18.65	17.26	18.33	
12 Months	\$21.60	\$20.49	18.94	19.93	
18 Months	\$23.79	\$22.54	20.88	21.65	
24 Months	\$26.15	\$24.75	22.92	23.53	
30 Months	\$28.62	\$27.13	25.07	25.49	
36 Months	\$31.56	\$29.91	27.67	27.87	
42 Months	\$34.63	\$32.81	30.35	30.27	
48 Months	\$38.03	\$36.06	33.34	32.91	

Group 01		Network Tech, Fleet Technician
Group 02		Cable Tech, Customer Svc Tech
Group 03A		Technical Support Specialist
Group 03		Outside Plant Technician

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

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Brightspeed 401(k) Savings Plan

1. **Brightspeed** of Central Arkansas, LLC, **Brightspeed** of Northwest Arkansas, LLC will make the **Brightspeed 401(k) Savings Plan** (401(k) Plan”) available to regular full or part-time hourly employees of the Company who are covered by this Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the **Brightspeed Investment Committee**, to modify or amend in whole or part, any or all of the provisions of the 401(k) Plan, but no such amendment or modification shall have the effect of reducing the accrued benefits of participants, retired participants, former participants or their beneficiaries or of diverting any part of the 401(k) Plan to any purpose other than for the exclusive benefit of participants, former participants, or their beneficiaries and the payment of reasonable 401(k) Plan administration expenses.
3. The Company reserves the right, by action of the **Brightspeed Investment Committee**, to terminate or partially terminate the 401(k) Plan at any time. Upon termination or partial termination of the 401(k) Plan or upon the complete discontinuance of contributions under the 401(k) Plan, the participant accounts of the participants affected by the termination, partial termination, or complete discontinuance of contributions, as the case may be, shall be nonforfeitable.
4. The 401(k) Plan may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each participant and beneficiary under the 401(k) Plan would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer, if the 401(k) Plan had then terminated.
5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of

a favorable determination that the 401(k) Plan, as amended, continues to be qualified under Section 401(a) of the Internal Revenue Code. In the event any revision in the 401(k) Plan is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the 401(k) Plan.

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, this plan is deemed not qualified, or because of a change in existing laws.
7. The 401(k) Plan will be administered solely in accordance with its provisions and no matter concerning the 401(k) Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the 401(k) Plan and the interpretation of the **Brightspeed Investment Committee**.
8. The Company matching contribution to the 401(k) Plan will be as follows:
 - Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to August 16, 2007, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
 - Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Northwest Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit prior to June 13, 2008, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
 - Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Central Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit on or after August 16, 2007, but

prior to January 1, 2016, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.

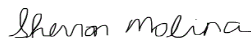
- Effective January 1, 2021, or as soon as administratively feasible for CenturyTel of Northwest Arkansas, LLC, employees hired, re-hired, or transferred into this bargaining unit on or after June 13, 2008, but prior to January 1, 2016, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
 - Effective January 1, 2016, for employees hired, re-hired, or who become covered under this Agreement through any means on or after January 1, 2016, the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula under the **Brightspeed** 401(k) Savings Plan for Non-Bargaining Employees.
9. Employees hired or re-hired into the bargaining unit on or after (date to be determined), 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. Automatic enrollment will be implemented as soon as administratively feasible.

This Memorandum of Agreement is effective on **August 19, 2024**, and shall expire on August 15, **2029**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Plan, shall also terminate on August 15, **2029**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC

Communications Workers of America

Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator

CWA Representative

8/29/2024

8/29/2024

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Four Day Work Week

Brightspeed of Central Arkansas, LLC, **Brightspeed** of Northwest Arkansas, LLC and Communications Workers of America recognize that in certain administrative work units or work groups, it may be beneficial to employees and in the best interest of the business to establish a four-days-per-week, ten-hours-per-day (four-day workweek) schedule as a normal workweek.

The provisions of the Agreement and any existing Union-Management agreements will continue to apply to bargaining unit employees on four-day workweek schedules except as noted in the parameters and implementation procedures listed below.

1. The Company shall determine the eligible job titles and locations. Participation in the ten-hour, four-day week shall be determined by a majority vote of the eligible work group.

If an employee should be unable to work the ten-hour, four-day week because of overriding domestic reasons, the schedule shall not be made mandatory.

2. The Company reserves the right to revert back to a 5/8 workweek in a work group or location where the 4/10 workweek proves not to be in the Company's best interest.

Management and the Union will jointly, at the local level, work together to implement the four-day workweek schedule for a particular work group.

3. Transfers/changes to or from a four-day workweek should, when practical, be made at the beginning of the workweek.
4. The normal workweek shall consist of four, ten-hour tours. The four, ten-hour tours must be scheduled on consecutive days unless a service emergency clearly dictates an exception or the eligible work group agrees by majority vote to one non-consecutive work day. For the purposes of

this Agreement a “tour” shall be defined as – “The entire scheduled work day of an employee, which will be ten (10) hours or less.”

5. Overtime will be paid when an employee works in excess of ten (10) hours per day, or in excess of forty (40) hours in a workweek for employees covered under this Memorandum of Agreement.

6. Holidays

A. Designated Holidays

Whenever a designated holiday occurs during the week, the weekly work schedule shall revert to a 5/8 schedule.

B. Personal Holidays

These holidays will be converted to hours up to a maximum of forty (40) hours. An employee scheduled off for a Personal Holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee’s total holiday hours.

Holidays must be scheduled in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours.

Employees with less than eight (8) hours may, with management’s consent schedule the remaining hours during days off or on scheduled days and be compensated at the straight time rate only for the remaining balance of hours.

Personal Holidays scheduled on days off will not count toward the workweek for overtime purposes.

7. Absence for Jury, Witness or Election Duty will be compensated on a ten-hour basis.

Employees who are required to be absent to attend a funeral as outlined in Article 21 will receive up to ten (10) hours pay for each day absent on account of funeral leave while on a 4/10 schedule.

8. Employees electing to take day-at-a time vacations will do so on a four-day, ten-hour basis. In no case shall they receive in excess of forty (40) hours vacation pay per week. Weekly vacation will be taken on a five-day, eight-hour basis.


9. Employees working the four-day, ten-hour schedule will be reimbursed for evening meal expense of nine dollars (\$9.00) if the employee works in excess of thirteen (13) hours that day without a meal break during the last session.
 - A. This section shall not apply to employees receiving per diem expenses, or to employees eligible for an evening or night premium.
 - B. Under no circumstances will the per diem allowances set forth in Article 16, paragraph 16.1.2.1 and the evening meal allowance in paragraph 9 be paid for the same day.
10. Employees working a four-day, ten-hour schedule who are assigned to a higher title for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Article 15.
11. Disputes arising out of the application or intent of this agreement, except for paragraph 2 above, shall be subject to the Grievance and Arbitration procedure.
12. This memorandum of Agreement is effective on **August 29, 2024**, and shall expire on August 15, **2029**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on August 15, **2029** and shall not survive the expiration of this Memorandum of Agreement.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

MEMORANDUM OF AGREEMENT
between
Brightspeed el of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Lump Sum Payment Option

1. **Brightspeed** of Central Arkansas LLC and **Brightspeed** of Northwest Arkansas, LLC will provide a lump sum option as provided in the CenturyLink Retirement Component of the **Brightspeed** Pension Plan (Referred to herein as the “Retirement Plan”). For employees in the bargaining unit prior to August 16, 2007 (CenturyTel of Central Arkansas) and prior to June 13, 2008 (CenturyTel of Northwest Arkansas), the lump sum option shall remain unchanged. For employees entering the bargaining unit on or after August 16, 2007 (CenturyTel of Central Arkansas) and on or after June 13, 2008 (CenturyTel of Northwest Arkansas) any lump sum option will be as provided in the **Brightspeed** Retirement Plan.
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
4. This Memorandum of Agreement is effective on **August 29, 2024**, and shall expire at midnight, on August 15, **2029**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, shall terminate on August 15, **2029**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Lump Sum Pension Calculation

Brightspeed of Central Arkansas, LLC, **Brightspeed** of Northwest Arkansas, LLC and the Communications Workers of America (CWA), recognize the lump sum pension calculations for retirement eligible employees change on January 1, 2000 as a result of the General Agreement on Tariffs and Trades (GATT) legislation.

The Company and Union agree to protect employees who are eligible to retire on or before December 31, 1999 from adverse implications from GATT legislation.

All employees who are eligible to retire on or before December 31, 1999, and who are eligible for lump sum pension distributions will be allowed to continue to receive the highest lump sum produced by the two lump sum calculation methods currently used in the CenturyLink Retirement Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Plan”) and a third new method that complies with GATT. Regardless of when these employees retire, on or after January 1, 2000, they will receive the highest lump sum amount produced by these three methodologies.

For employees who are eligible to retire on or after January 1, 2000, pensions will be calculated by using whichever of the following rates produces the largest lump sum amount.

- The rate under the CenturyTel Plan for Hourly-Paid Employees' Pensions (currently the 10-year treasury bond rate)
Or
- The GATT rate (30-year treasury bond rate), or its successor provided for in the Pension Protection Act of 2006.

The Memorandum of Agreement is effective **August 29, 2024**, and shall expire at midnight on August 15, **2029**, unless extended by the parties in writing.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Hourly Employees' Pensions
Lump Sum Pre-Retirement Death Benefit

1. **Brightspeed** of Central Arkansas, LLC and **Brightspeed** of Northwest Arkansas, LLC agree to modify the Plan for Hourly Employees' Pensions, effective August 16, 2004, which is now part of the **Brightspeed Pension** Plan, to make available a lump sum pre-retirement death benefit for spouse and non-spouse beneficiaries. Such modifications are subject to approvals by the Company's Board of Directors and the Internal Revenue Service. Therefore, the effective date of August 16, 2004, for the modifications will be contingent upon receipt of necessary approvals.
2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions, which is now part of the **Brightspeed Pension** Plan, to make available the following:
 - A. A pre-retirement lump-sum death benefit for spouses and non-spouse beneficiaries based on the present value (using the Plan's basis for computing lump sums in effect at the date of calculations) of the participant's vested accrued benefit. For married participants, this death benefit will be inclusive of the present value of the qualified pre-retirement survivor annuity (QPSA) provided under the Plan to surviving spouses.
 - B. For participants eligible for immediate commencement of retirement benefits at date of death, the lump sum will be based on the immediate retirement benefit of the participant, and the spouse or designated beneficiary may elect to receive substantially the same benefit the participant would have received if the participant had retired as of the date of death and elected payment of retirement benefits in the form of a lump sum.
 - C. For active participants not eligible for immediate retirement benefits at date of death, the lump sum will be based on the present value (computed at date of death) of the vested accrued benefit of the participant payable at normal retirement age.

3. This Agreement shall become effective as of **August 29, 2024**, and shall remain in effect until midnight, August 15, **2029**, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

4. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Relocation Allowance

Brightspeed of Central Arkansas, LLC, **Brightspeed** of Northwest Arkansas, LLC and Communication Workers of America agree to the following relocation allowance provisions as set forth in this Memorandum of Agreement, which may be granted in lieu of the provisions of Article 14 of the Agreement between **Brightspeed** and Communications Workers of America (the Agreement).

1. A lump sum relocation allowance of \$5,000, grossed up, may be considered if the following criteria are met:
 - A. The relocation is a result of a consolidation or movement of work centers.
 - B. The relocation of the work center is in excess of 50 miles.
 - C. The employee is relocating to approximately the same job title.
2. Employee eligibility for the lump sum relocation allowance shall be determined by the Company, subject to the following:
 - A. The provisions of Article 14, Section 14.2, Job Bidding Procedures, Article 17, Section 17.2, Seniority, and Article 18, Force Adjustment, of the Agreement, which provides for consideration of seniority.
 - B. The employee must possess the training and/or experience established in the selection criteria.
 - C. The employee relocates their primary residence in excess of 50 miles.
3. If an eligible employee makes a decision not to relocate, or subsequently terminates employment with **Brightspeed** within one year after completion of the move (except for employees who are terminated as a

result of Article 18 of the Agreement), the lump sum relocation allowance of \$5,000 shall be repaid to the Company in full.

4. Employees who receive the lump sum relocation allowance waive any other relocation assistance provided by the Agreement. If relocation expenses do not exceed the lump sum amount, the Company will not require employees to return the remaining balance. In accepting the lump sum relocation allowance, the employee agrees that the Company and the Union assumes no responsibility in connection with any tax responsibilities associated with this allowance. It is understood and agreed that neither the Company nor the Union nor any of its Officers or Agents shall be held liable in any way by virtue of this Memorandum of Agreement.
5. The provisions of Section 1(c) and Section 2 of this Memorandum of Agreement shall be subject to the grievance and arbitration procedure of the Agreement.
6. The Memorandum of Agreement is effective on **August 29, 2024**, and shall expire on August 15, **2029**, or may be terminated by either party with a 30-day written notification to the other. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 15, **2029** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
and
Communications Workers of America

Voluntary Employees Beneficiary Association (VEBA)

Brightspeed of Central Arkansas, LLC (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible **Brightspeed** of Central Arkansas employees who retire after August 15, 2007, with a service or disability pension under the **Brightspeed** Retirement Component of the **Brightspeed** Combined Pension Plan (referred to herein as the "Retirement Plan") and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law.
3. Effective August 16, 2004 for **Brightspeed** of Central Arkansas, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Retiree and Inactive Health Plan, which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below. The following contribution schedule is applicable only to current employees who will have 76 points and 15 years of credited service or more as of August 16, 2007:

Years of Accredited Service at Retirement	Company Contribution Percentage	Retiree Contribution Percentage/ Amount
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

5. The Company shall have the sole right and discretion to determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums") and the amount the company is willing to contribute toward such Retiree Medical Coverage.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

Coverage Amount	Capped Retiree Medical Amount
Retiree Only (primary coverage)	\$12,000
Retiree plus spouse	\$24,000
Retiree plus children	\$24,000
Family Coverage	\$36,000
Medicare covered retiree (per eligible life)	\$ 5,000

When a retiree or spouse becomes Medicare eligible, they are no longer eligible to participate in the Company medical plan and must find their own individual Medicare supplement plan. The Company provides a healthcare subsidy in the form of a Health Reimbursement Account (HRA). The HRA funds are available to the retiree and/or spouse to reimburse themselves for the Medicare supplemental plan premiums. The annual HRA amounts are shown below:


Medicare Eligible - Annual HRA Allowance

Points (age + yrs of svc)	Retiree or Spouse/ Domestic Partner Only	Retiree & Spouse or Retiree & Domestic Partner
65 to 69	\$790	\$1,580
70 to 74	\$1,185	\$2,370
75 to 79	\$1,580	\$3,160
80 to 84	\$2,370	\$4,740
85 to 89	\$3,160	\$6,321
90+	\$3,555	\$7,111

7. **Brightspeed** of Central Arkansas employees hired on or after August 16, 2004 and before January 1, 2011, will pay 100% of the premium for Retiree Medical Benefits.
8. Employees hired on or after January 1, 2011 are not eligible for Retiree Medical Benefits.
9. The Company agrees to notify the Union at least 30 calendar days in advance of any changes in the plan.
10. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the determination of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement. The Company shall not have any obligation to engage in negotiations on any subject connected with this benefit or the terms and conditions of this MOA.
11. This Memorandum of Agreement is effective on **August 29, 2024** and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution, amount and the level and type of Retiree Medical Benefits shall terminate

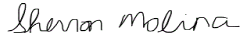
on August 15, **2029**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

Memorandum of Agreement
Between
Brightspeed of Northwest Arkansas, LLC
And
Communications Workers of America

Voluntary Employees Beneficiary Association (VEBA)

Brightspeed of Northwest Arkansas, LLC (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501(c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs (“Retiree Medical Benefits”) for eligible employees who retire after June 13, 2005 with a service or disability pension under the **Brightspeed** Retirement Component of the **Brightspeed** Combined Pension Plan (referred to herein as the “Retirement Plan”) and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law.
3. Effective June 13, 2005, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Retiree and Inactive Health Plan which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium (“Retiree Contribution Percentage/Amount”). Similarly, the Company will pay a percentage/amount of the premium (“Company Contribution Percentage/Amount”), subject to Section 5 below. The following contribution schedule is applicable only to current employees who will have 76 points and 15 years of credited service or more as of December 31, 2008:

Years of Accredited Service at Retirement	Company Contribution Percentage	Retiree Contribution Percentage/Amount
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

Effective June 13, 2005, through June 12, 2008, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule for those who will not have 76 points and 15 years of service by December 31, 2008.

Age & Service Premium Table	
Points	% Retiree Pays of Total Cost
65-69	80%
70-74	70%
75-79	60%
80-84	40%
85-89	20%
90+	10%

- The Company shall have the sole right and discretion to determine the cost of providing Retiree Medical Coverage (“Retiree Medical Benefits Premiums”) and the amount the company is willing to contribute toward such Retiree Medical Coverage.

The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart below.

- In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above (“Retiree Contribution Amount”). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

Coverage Amount	Capped Retiree Medical Amount
Retiree Only (primary coverage)	\$12,000
Retiree plus Spouse	\$24,000
Retiree plus Children	\$24,000
Family Coverage	\$36,000
Medicare Covered Retiree (per eligible life)	\$ 5,000

When a retiree or spouse becomes Medicare eligible, they are no longer eligible to participate in the Company medical plan and must find their own individual Medicare supplement plan. The Company provides a healthcare subsidy in the form of a Health Reimbursement Account (HRA). The HRA funds are available to the retiree and/or spouse to reimburse themselves for the Medicare supplemental plan premiums. The annual HRA amounts are shown below:

Medicare Eligible - Annual HRA Allowance

Points (age + yrs of svc)	Retiree or Spouse/ Domestic Partner Only	Retiree & Spouse or Retiree & Domestic Partner
65 to 69	\$790	\$1,580
70 to 74	\$1,185	\$2,370
75 to 79	\$1,580	\$3,160
80 to 84	\$2,370	\$4,740
85 to 89	\$3,160	\$6,321
90+	\$3,555	\$7,111

7. Employees hired on or after January 1, 2006, will pay 100% of the premium for Retiree Medical Benefits.
8. Employees hired on or after January 1, 2011, are not eligible for Retiree Medical Benefits.
9. The Company agrees to notify the Union at least 30 calendar days in advance of any changes in the plan.
10. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing

mechanisms; the determination of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement. The Company shall not have any obligation to engage in negotiations on any subject connected with this benefit or the terms and conditions of this Memorandum of Agreement.

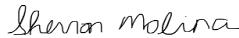
11. This Memorandum of Agreement is effective on **August 29, 2024** and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution, amount and the level and type of Retiree Medical Benefits shall terminate on **August 15, 2029**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

MEMORANDUM OF AGREEMENT
Between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
And
Communications Workers of America

Working Relations Committee

The Company and the Union recognize that competition and technological, regulatory and legal changes in the Telecommunications industry have and will continue to present new challenges. The success of the company in this environment and the security of its employees depend on our ability to operate in an efficient and cost effective manner and to adapt quickly to industry changes.

To achieve these purposes, the Company and the Union have established a working relations committee for the purpose of discussing concerns of mutual interest.

1. The committee shall consist of no more than three (3) representatives designated by the Company and no more than two (2) employee representatives designated by the Union.
2. The Company will pay for actual lost time for Union designated employees on the day of the meeting.
3. Committee may meet every six months upon request of either party, or more frequently upon mutual agreement.
4. Committee decision shall not add to, subtract from or modify the terms and conditions of this agreement or be subject to the grievance and arbitration provisions.
5. The memorandum of agreement is effective on **August 29, 2024** and shall expire on August 15, **2029**.
6. The parties agree that the provisions of this Memorandum of Agreement would only apply in the event that the Cooperative Resource Committee established at the Regional and National levels are discontinued.

Brightspeed of Central Arkansas, LLC

Communications Workers of America

Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator

CWA Representative

8/29/2024

8/29/2024



August 14, 2015

Tony Shaffer
Communications Workers of America
Woodview Tower, Suite 610
1349 Empire Central
Dallas, TX 75247

Subject: VEBA

Dear Tony:

During our most recent contract negotiations the question was raised as to what would happen to an employee's eligibility for VEBA benefits in the event that employee were to transfer to another exchange which was outside their recognized VEBA coverage while still remaining inside the CWA 6171 franchised territory.

It is the position of the Company, for VEBA purposed only, employees are "grandfathered" under either the Northwest VEBA benefit or the Central VEBA benefit. An employee voluntarily or involuntarily transferring to another exchange which is outside their VEBA grandfathered exchange but still within the CWA 6171 franchised territory, will continue to be grandfathered under their original VEBA benefit and the transfer will have no impact on VEBA benefit eligibility. Should an employee transfer outside of the CWA 6171 franchised territory that employee would lose their VEBA eligibility.

I hope this answers your question.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan".

Dan Gronniger
Negotiator, Labor Relations

MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

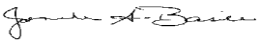
G.B.N.F

As a result of Company Actions, the following job titles are not necessary in this collective bargaining agreement; Building Service Technicians, Chief Garage Mechanic, Facility and Outside Plant Technician, Cable Technician, Facility Technician Graphics Operator II, Graphics Operator I, Plant Support Technicians, General Clerk, Retail Sales Consultant, Customer Support Specialist and Supply Tech, **Business Svc Tech**.

In the event the referenced above job titles (formerly listed in the August 16, 2015, through August 15, 2018 Collective Bargaining Agreement) are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles.

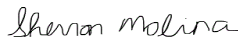
This Memorandum of Agreement is effective of **August 29, 2024**, and shall expire at midnight, on August 15, **2029**.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

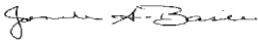
MEMORANDUM OF AGREEMENT
between
Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC
and
Communications Workers of America

Training

The Company and the Union recognize the value of training and offering employees additional opportunities to increase their skills in order to compete in an ever-changing business environment. The Parties agree to work together to promote educational programs to all bargaining unit employees to include, where possible, programs like CWA/NETT.

This Memorandum of Agreement is effective of **August 29, 2024**, and shall expire at midnight, on August 15, **2029**.

Brightspeed of Central Arkansas, LLC
Brightspeed of Northwest Arkansas, LLC



Labor Relations Negotiator
8/29/2024

Communications Workers of America



CWA Representative
8/29/2024

INDEX

A

Absence - leaves, 60
Absences - authorized, 59
Administrative/personal leave, 60
Appendix A - town classifications
market area, 84
Appendix B - town classifications
by district, 85
Appendix C - wage schedules, 90
Arbitration of grievances, 13

B

Board and lodging, 44
Bulletin boards, 70

C

Brightspeed 401K plan, 91
Christmas Eve premium, 18
Classification & reclassification, 42
Concession, telephone, 82
Conflict of interest, 72
Company rights & responsibilities, 71
Contents and validation, 80
COPE deductions, 68
Crossing jurisdictional lines, 73

D

Deduction of union dues, 67
Definitions, 3
Differential pay, 18
Direct deposit, 16
Disability benefits, 76
Disability leave, 60
Dues deduction, 67
Duration of agreement, 81

E

EEO Commitment, 8
Election duty leave, 59
Equipment, 54
Evening meal allowance, 46

F

Family and medical leave, 60
Federal and state laws, 80
Force adjustment, 50
Four day work week, 94
Funeral leave, 59

G

Grievance procedure, 9

H

Health care benefits, 74
Holiday work, 27
Holidays, 24
Home Garaging, 82
Call Out, 22

I

In-charge differential, 18
Incentive/Recognition Program, 81
Inclement weather, 35
Insurance plans, 74
Introduction of stewards, 3

J

Job bidding procedures, 39
Job title change, 17
Jury duty, 59

L

Layoffs, 50
Lead person differential, 18

INDEX

Leave – administrative/personal, 60
Leave – disability, 60
Leave – family and medical, 60
Leave - funeral, 59
Leave - military, 60
Leave of absence, 60
Leave of absence without pay, 60
Leave, Rules 61
Leave – union, 60
Lockout, 8
Loss of seniority, 49
Lump sum payment option, 97
Lump sum pension calculation, 97
Lump sum pre-retirement death benefit, 101
Lunch periods, 34

M

Management rights, 71
Management relief differential, 18
Meal allowance, 46
Mileage rate, 39
Military leave, 60

N

Negotiations, 71, 81
Net credited service, 5
New job titles and descriptions, 17
New Year’s Eve differential, 18
Night tour differential, 18
Non-discrimination, 8

O

Occasional employment, 35
Overtime pay treatment, 21
Overtime equalization, 23

P

Pensions, 62

Per diem allowance, 44
Personal/administrative leave, 60
Personal holiday, 25
Overtime pay, 21
Probationary employees, 35
Productive work by management, 36
Professional examinations, 61

R

Recall, 49
Reclassification, 43
Recognition/Incentive Program, 81
Relief periods, 34
Relocation allowance, 103
Retiree healthcare, 74
Rights of management, 71
Rules governing leaves, 61

S

Safety eyewear, 57
Safety footwear, 56
Safety practices, 56
Schedules - work, 34
Scheduling vacations, 29
Seniority, 48
Seniority loss, 49
Short term disability, 76
Sickness and disability benefits, 76
Signature page, 83
State Workers Compensation, 78
Stewards - introduction, 3
Strikes, 8
Subcontracting, 73
Sunday overtime pay, 19
Sunday tour pay, 19

T

Telephone concession, 81
Temporary assignments, 37
Temporary employees, 5

INDEX

Termination pay, 53
Tools and equipment, 54
Tours - work, 34
Town classifications-district, 85
Town classifications-market area, 84
Training, 50
Transfer and bumping privileges, 50
Transfer of work, 73
Travel time payments, 37
Wage progression, 16
Wage schedules, 86-90
Wages, 16
Witness duty, 59
Work out of classification, 19
Work schedules and tours, 34
Worker's compensation, 78
Working practices, 34
Working Relations Committee, 113

U

Uniforms, 55
Uninterrupted service to customers, 8
Union business and responsibilities, 68
Union business leave, 68
Union dues, 67
Union 401(k) Plan, 91
Union recognition, 2
Union representatives, 71
Union right to review new or revised jobs, 17
Use of personal vehicle, 39

V

Vacation banking, 31
Vacation carryover, 31
Vacation, day at a time, 30
Vacation scheduling, 29
Vacations, 28
VEBA letter, 105
Voluntary benefits program, 75
Voluntary Employees Beneficiary Association –Central, 105
Voluntary Employees Beneficiary Association –Northwest, 109
Voluntary Termination, 53

W

Wage rates, 16