

AGREEMENT

Between

BRIGHTSPEED OF ILLINOIS, LLC

And

COMMUNICATIONS WORKERS
OF AMERICA



Effective: November 1, 2024
Expires: October 31, 2029

ARRANGEMENT OF AGREEMENT

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AGREEMENT

This agreement **made and** entered into on this **1st day of November 2024** between **Brightspeed of Illinois, LLC**, hereinafter referred to as the “Company” and the Communications Workers of America, hereinafter referred to as the “Union”. **This agreement shall be binding upon the legal successors and the assigns of the Company and the Union. The parties recognize that in the event of a transaction involving the sale of the Company’s stock, the collective bargaining agreement will remain completely intact and binding on the employer and the Union by operation of law. In the event of any sale, transfer, or other assignment of the company, a business, or operation, the parties’ collective bargaining agreement shall be binding on, without limitation, any buyer, assignee, transferee or other NLRA-defined successor.**

ARTICLE 1 RECOGNITION

- 1.01 The Company hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all its employees in the collective bargaining unit as defined in the Act (per NLRB Case No. 38-RC-399 and Case No. 33-RC-2401), excluding professional employees, guards, confidential secretaries, supervisors, and all other employees.
- 1.02 The provisions of this Agreement apply to:
1. All employees working in the various titles shown in attached wage schedules and to the work performed by them for **Brightspeed of Illinois, LLC**, except that;
 - a. Only the occupational wage rates, working hours, appropriate Company sponsored benefits, other benefits provided for in this Labor Agreement on a pro-rated basis and Union membership provisions apply to part-time employees; and
 - b. Only the occupational wage rates and Union membership provisions apply to temporary employees; and

- c. Only the occupational wage rates, working hours, appropriate Company sponsored benefits, grievance and arbitration procedures, unless excluded, and Union membership provisions apply to probationary employees until they have completed at least one hundred eighty (180) calendar days or more of continuous service with the Company and become regular employees. Regular employees remaining in the employ of the Company after such one hundred eighty (180) calendar days shall automatically be credited with one hundred eighty (180) calendar days seniority.
- d. During the probationary period, an employee may be separated by the Company for any cause, without recourse to the arbitration procedure.

1.03 New Job Titles. Whenever the Company determines it appropriate to create a new job title or new job title in the bargaining unit, it shall be handled as follows:

The Company shall notify the Union in writing at least fourteen (14) calendar days before the new job title or new job title is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

Modified Job Titles. First, 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 title 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 a substantial) impact must be brought by the Union within fourteen (14) calendar days of the date of the change using the Arbitration Procedure below.

Whenever the Company determines it appropriate to make a substantial change in the nature and scope of the work employees in an existing job title have historically performed, it shall be handled as follows:

The Company shall notify the Union in writing at least fourteen (14) calendar days before the changes are implemented, and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.

The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the proposed wage rate or wage schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

- 1.04 Where the assignment of working forces is subject to service and work requirements, the responsibility for determining the requirements rests solely with Management.
- 1.05 The Company and the Union recognize that it is in the best interest of both parties, the employees and public, that all dealings 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 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 employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

ARTICLE 2
TEMPORARY, PART-TIME, AND REGULAR EMPLOYEES
DEFINED

- 2.01 "Temporary employees" are employees hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. The Company may, at its option, terminate temporary employees at any time.
- a. An employee shall not be classified as a temporary employee for more than six (6) months, except when by mutual agreement between the Company and the Union, this time is extended to cover the full period of the particular employee's temporary employment.
- 2.02 "Part-time employees" are employees who are normally scheduled and regularly work less than thirty (30) hours in an established regular work week as defined in Article 25 of this Agreement.
- 2.03 "Regular employees" are those whose employment is intended to be permanent at the time they are engaged, although it may be terminated subsequently either by the Company or by the employee. Regular employees are normally scheduled for and work the regular work week as defined in Article 25 of this Agreement. Regular employees temporarily assigned to part-time work shall continue to accrue seniority and wage service credit on a pro rata basis. The date of employment of regular employees who have satisfactorily completed one hundred eighty (180) days or more of continuous service with the Company shall be the last date upon which the employee entered the Company's full time employment.

- 2.04 “Regular employees” who are permanently unable to perform the work of their regular assignment, may by mutual agreement between the Company designated representative and the Business Manager or his/her designated representative of the Union:
- a. Be assigned to perform available work which they are able to perform and which needs to be performed; and
 - b. Be paid for such work at the appropriate wage rate for the title to which the employee is reassigned.

ARTICLE 3

ADJUSTMENT OF GRIEVANCES

- 3.01 During the term of this Agreement, should any grievance or difference arise between the Company and the Union, or any employee or employees covered by this Agreement as to any alleged unjust discharge, or the application, or interpretation, or alleged violation of the provisions of this Agreement, such grievance of difference shall be processed according to the following procedure:

Note: “Days as used under this heading shall not include Saturdays, Sundays, or holidays as specified in this Agreement.”

- 3.02 Informal Resolution. Prior to the first step meeting, an informal resolution meeting between the supervisor, the employee, and a union representative should take place within ten (10) working days of the occurrence. If the issue is not resolved and the Union desires to move forward with the grievance process, the grievance shall be reduced to writing and presented to the Area/General Manager within ten (10) working days of the informal resolution meeting.
- 3.03 Step 1 Area/General Manager. If the grievance is not resolved at the Informal Resolution, the Union may refer the grievance for a meeting with the Area/General Manager or designee by making a written request within ten (10) working days after receiving the supervisor’s informal response. A face-to-face or telephone conference meeting shall be held within ten (10) working days of the Union request, and the Area/General Manager or designee shall issue a written response within ten (10) working days following the meeting. If the Area/General Manager or designee

does not provide a timely written response, the grievance automatically moves to Step 2.

- 3.04 Step 2 Manager, Labor Relations. If the grievance is not resolved at Step 1, the Union may refer the grievance for a meeting with the Manager, Labor Relations or designee by making a written request within ten (10) working days after receiving the Step 1 response. A face-to-face or telephone conference meeting shall be held within ten (10) working days of the Union request, and the Manager, Labor Relations or designee shall issue a written response within ten (10) working days following the meeting. If a timely written response to the grievance is not given, Union may move the grievance to arbitration by timely following the procedure in Article 4.
- 3.05 No Grievance shall be considered by the Company or the Union unless presented within **twenty (20)** working days after the employee has knowledge of the event.

Any grievance arising as a result of a termination of employment or a change in benefits will be entered into the grievance procedure directly at Step 2. Other issues that cannot be adjusted at Step 1 of the grievance procedure may be escalated directly to Step 2 upon mutual agreement.

- 3.06 Nothing in this Agreement shall be construed as restricting the rights of employees, individually or collectively to present grievances to the Company through the regular channels of the Company's administrative organization, such grievances shall be adjusted without the intervention of a Union representative, as long as the adjustment is not inconsistent with this contract. Provided further, that a Union representative has been given the opportunity to be present at such adjustment.
- 3.07 The Company agrees, however, that after a grievance has been referred to a Union Representative and such representative has dealt with a Company representative with respect thereto, no Company representative will discuss the matter with the employee or employees involved unless a Union representative is given an opportunity to be present at any such discussion or conference.
- 3.08 Each party recognizes the right of the other to investigate the circumstances surrounding any grievance, and agrees to cooperate with the other in such investigations.

- 3.09 The aggrieved employee and the employee acting as authorized representative of the Union following reasonable advance notice, may discuss grievances with the Company during the regular hours of work without loss of pay, but an employee shall not be paid for any time devoted to such discussion except for time falling within his regular scheduled work day or work week. No employee shall be paid by the Company for any time lost while acting on behalf of the Union during arbitration proceedings.
- 3.10 The Union and the Company shall keep each other informed regarding the personnel who are authorized to represent them.
- 3.11 The Union and the Company may by mutual agreement, in writing, waive the time limits contained in this Article in connection with the adjustment of any grievance.

ARTICLE 4 **ARBITRATION**

- 4.01 A grievance which has not been satisfactorily resolved after it has been timely and properly processed completely through the Grievance Procedure may be submitted to arbitration by either party during the term of the agreement. To do so the filing party shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Ohio, Kentucky, Indiana, Wisconsin, Michigan and Illinois to the Federal Mediation & Conciliation Service, with a simultaneous copy to the other party designated representative within fifteen (15) workdays of the Step 2 answer.
- 4.02 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) work 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.
- 4.03 The arbitrator shall interpret the contract in accordance with the reserved rights theory of labor contracts whereby all rights not specifically limited by the Agreement are reserved to the Company. The arbitrator shall be confined to the issue(s)

presented by the parties, and shall have no right to alter, amend, modify, or change the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding.

- 4.04 This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages "make whole" means reimbursing the individual for the basic wages they would have made if employment had been continuous, less Workers' Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for provided that such compensation was not a normal part of the employee's income prior to the employee being suspended or discharged, during that period. In situations where the Company has allowed the Union additional time for its internal appeal process, it is also understood that the Company shall assume no backpay or other grievance liability for that time and the Union will also be obligated to notify the Company of the outcome of such process within five (5) working days of its conclusion. If the appeal is upheld, the Union shall then request hearing dates from the arbitrator previously selected under Section 4.02 and the Company's grievance liability will resume as of the date of that request.
- 4.05 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.
- 4.06 Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be equally shared by the parties.

ARTICLE 5

BULLETIN BOARDS

- 5.01 The Company shall furnish and maintain a bulletin board for the Union's exclusive use in a single location, which shall be by

mutual agreement between the Company and the Union, at those premises occupied by Union members.

5.02 Bulletin boards shall be for purposes such as:

- a. Notices and announcements of the Union pertaining to the following:
 1. Union meetings
 2. Union elections and nominations
 3. Appointments to Union offices
 4. Union social and recreational affairs
 5. Appropriate Union educational material.
- b. Regularly issued financial statements of the Union.
- c. Jointly signed minutes of conferences between the Union and the Company.
- d. Agreements concluded by the Union and the Company.
- e. The Union and the Company agree that such other mutually agreeable material may be posted.

ARTICLE 6

COLLECTIVE BARGAINING PROCEDURES

- 6.01 Collective bargaining on rates of pay, hours of employment, or other conditions of employment shall be carried on only between the authorized representatives of the Company and the authorized representatives of the Union.
- 6.02 The parties hereto agree that conclusions reached as a result of collective bargaining on matters set forth in 6.01 of this Article, shall be reduced to writing and shall be signed by the authorized representatives of the Company and the authorized representatives of the Union.
- 6.03 The Company will compensate two (2) members of the local union bargaining committee for lost time during collective bargaining sessions. Time compensated will be limited to eight (8) hours per day at the regular straight time rate of pay for days on which the Company and the Union hold joint bargaining sessions not to exceed a total of forty (40) hours for each member.

ARTICLE 7
DEMOTION, DISMISSAL OR SUSPENSION

- 7.01 In the event the Company discharges or demotes for just cause any employee, the Company shall notify the Local Union President or their designee and review the facts with them.
- 7.02 Nothing in the foregoing shall prevent the Company from immediately removing an employee, for just cause, from the premises or assignment without pay pending final disposition of the case.

ARTICLE 8
FEDERAL AND STATE LAWS

- 8.01 It is understood and agreed that any part of this Agreement that may be construed by proper authority, or by mutual agreement to be in conflict with a mandatory State or Federal Law or Executive Order, then such part shall be suspended and the appropriate mandatory provision of the State or Federal Laws or Executive Orders shall prevail.
- 8.02 Nothing in this Agreement shall be construed to require either party to this Agreement to act in defiance of any State or Federal Law or regulation, and in the event any such conditions arise, it is agreed that this Agreement shall be modified in respect to either or both parties to the extent necessary to comply with such laws or regulations.

ARTICLE 9
SENIORITY

- 9.01 Seniority shall mean an employee's Net Credited Service in the employ of the Company, less deduction of any time when seniority does not accumulate as set forth in other provisions of this Agreement.
- 9.02 Insofar as practicable and consistent with rendering good telephone service, seniority shall apply as follows whenever more than one (1) employee has the required qualifications (as determined by the Company) and is capable of performing the work:

- a. Selection of scheduled working hours for which an employee is qualified.
- b. Selection of vacation period in conformity with Article 23, Section 23.04.
- c. For the purpose of layoffs, those employees who perform essentially the same type of work within the same title.
- d. Voluntary transfers and involuntary transfers.

9.03 Where the seniority of two or more employees is equal, preference as between the particular individuals shall be established on the basis of the last four numbers of their social security numbers. The senior employee will be the employee possessing the lowest number.

9.04 Seniority shall be broken and employment terminated for the following reasons:

- a. Quitting or retiring, except for retirements in October, 1998 of employees designated as affected employees in the Asset Purchase Agreement of April 26, 1998;
- b. Discharge for cause;
- c. Absence for three (3) days without notification to the employee's supervisor (outside the Bargaining Unit) by telephone or in writing on or prior to the third day;

Notification of any absence shall be given to the employee's supervisor (outside the Bargaining Unit) before the start of the shift on the first day except in the case of illness or disability of such a serious nature that the employee cannot give such notification;

- d. Failure of a laid off employee to report for work within two (2) weeks of notification or recall sent to him by Registered or Certified Mail, Return Receipt Requested, to his last address on the Company's records; and
- e. Layoff for a period equal to whichever is lesser of twelve (12) months or the employee's continuous service with the Company on the date of layoff.

- 9.05 Seniority for each part-time employee will be modified as of October 1, each year. Based on the average hours of work per week during the year, seniority credit will be given as follows:

30 hours	1 year
22 hours but less than 30 hours	$\frac{3}{4}$ year
14 hours but less than 22 hours	$\frac{1}{2}$ year
Under 14 hours	$\frac{1}{4}$ year

- 9.06 Net Credited Service shall mean continuous employment with **Brightspeed of Illinois, LLC**, it's Parent, and affiliates of Parent is recognized service less deductions for personal leaves of absence other than Union business.

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

The Company has the exclusive right to amend, modify, or discontinue the Bridging of Service Policy at any time so long as the changes are uniformly applied to all employees, both represented and non-represented of the Company.

- 9.08 Any bargaining unit employee of the Company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored under the following conditions: Only time actually accrued in a company bargaining unit will be credited for seniority purposes. The bargaining unit from which the transfer is being made must have contractual provisions that provide for the same recognition of seniority under the same terms and conditions. Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

ARTICLE 10

JOB VACANCY

- 10.01 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 bids.

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.

Any employee who is on vacation throughout the entire period that any such notice is posted who would like to be considered for the vacancy may submit a written application for the job to be filed within forty-eight (48) hours following the time that he is scheduled to return to work.

- 10.02 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:

- a) Probationary and temporary employees;
- b) Laid off employees;
- c) 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;
- d) 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.

- 10.03 The Company will fill the vacancy with the candidate it determines to be the most qualified. In doing so, the Company will attempt to fill the vacancy internally from those employees submitting a job bid request. **If there are no internal candidates deemed qualified**, 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 with seniority to govern in the event multiple internal candidates are deemed to be equally 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.

ARTICLE 11

FORCE ADJUSTMENTS

- 11.01 No Reduction in Headcount Overall. In cases of work force adjustments where the Company has determined a need to reduce a job title in one report location within the exchanges set forth in Exhibit C and increase it in another report location within the exchanges set forth in Exhibit C, the Company will give consideration to volunteers on the basis of qualifications and seniority in the report location being reduced and transfer the required number of qualified employees to the report location being increased. If there are not enough volunteers, the Company may transfer the required number of qualified least senior employees to the report location being increased.
- 11.02 Layoffs because of lack of work shall be made in accordance with the following procedure:
- a. When it becomes necessary to reduce the force, the Company shall advise the union **no less than thirty (30) days** in advance of any force reduction and impact on the bargaining unit employees. **The Company agrees to meet with the Union to discuss alternatives to the force reduction. Any affected employees shall be given notice no less than ~~ninety (90)~~ thirty (30) days in advance of any force reduction. The Company agrees to hold explanation meetings within two (2) weeks of the notice to affected employees for the purpose of explanation of the process and options.**

- b. Prior to a layoff of any bargaining unit employee the Company agrees to remove any "Temporary employees" as defined in Article 2.01, who are performing bargaining unit work from the payroll.
- c. Next the Company will assign displaced employees to perform work being performed by contractors provided that the work is currently being performed by existing employees, that the displaced employee(s) has been in the department and has, previously performed the work, are still qualified to perform the work, and the Company can reasonably accommodate displacing the contractors.
- d. Employees within the wage group title who are eligible for a pension and whose work could reasonably be performed by the affective surplus employee(s) shall be allowed to retire in order of seniority. Employees who accept retirement shall not be subject to recall. If the surplus still exists then:
- e. Regular employees otherwise subject to layoff from the affected job title shall be assigned to displace the least senior employees, according to service requirements, in titles which they have previously held and are qualified, as determined by the company, to perform provided:
 - 1. If a regular employee refused to accept such reassignment offered in order to preserve his employment, to available work at the prevailing wage rate for that title, he may be laid off without regard to his seniority.
 - 2. If a regular employee accepts such reassignment, offered in order to preserve his employment, to available work at the prevailing wage rate for that title, and is later reassigned to his former title, his wage service credit in his former title shall be the same as it would have been had he remained in his former title.

11.03 Additions to the work force shall be made in accordance with the following procedures:

- a. Employees most recently laid off within the past twelve (12) months on account of curtailment of work, shall, in accordance with the employee's seniority, be the first to be recalled to the job title from which he has been laid off

provided that he is mentally and physically qualified to return to work and is still qualified to perform the type of work to which he is to be assigned.

- b. If the position is not filled as outlined in paragraph a., employees most recently reassigned within the past twelve (12) months on account of curtailment of work, shall, in accordance with the employee's seniority, be the first to be reassigned to the job title from which he has been reassigned provided that he is mentally and physically qualified to return to work and is still qualified to perform the type of work to which he is to be assigned.
- c. In the event the position remains unfilled as outlined in paragraphs a. and b., Section 10.01 will apply.

An employee reassigned on account of curtailment of work who refuses assignment shall remain in his reassigned position or be laid off, according to service requirements.

- 11.04 The seniority of any employee shall not be affected if he is temporarily laid off, through no fault of his own, and reinstated within twelve (12) months after layoff; provided that when a laid off employee is requested to return to work, the employee shall be given not less than two (2) weeks advance notice to that effect, such notice to be sent to the employees last known address by Registered Mail.

Seniority shall be broken and employment terminated on the failure of a laid off employee to report to work within two (2) weeks of notification sent to him by Registered Mail, Return Receipt Requested, to his last address on the Company's records.

- 11.05 Voluntary Termination Status. 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 title(s) and location(s). Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article 18 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 12 **EXCUSED ABSENCES**

12.01 An employee who is absent because of witness or jury duty shall be paid his or her basic pay during the performance of jury duty:

- a. Such employee notifies his immediate supervisor (outside the Bargaining Unit) of the receipt of such summons on the employee's first scheduled work day following receipt of such summons – unless prevented from so doing by conditions beyond the employee's control – will be assigned or reassigned, to a regular 8:00 a.m. to 5:00 p.m. day or shift for the period of such service.
- b. Any such employee who on any day is excused from such jury or witness duty, at a time that will permit him to return to work for a part of the day, shall communicate with his immediate supervisor (outside the Bargaining Unit) for such assignment as is reasonable under the circumstances.

12.02 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 will be at the discretion of the appropriate manager but will not exceed:

- a. five scheduled workdays for the following immediate family members: spouse, domestic partner, father, mother, son, daughter (includes step-parents and stepchildren), **brother, step-brother, sister, step-sister, and grandchild.**
- b. three scheduled workdays for the following immediate family members: mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother,

grandfather, grandmother-in-law, grand- father-in-law, grandchild, aunt, uncle, **niece and nephew.**

- c. Employees requesting time off without pay to serve as a pallbearer shall receive consideration by the Company based on the needs of the business.

ARTICLE 13 **LEAVE OF ABSENCE**

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

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

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

General Rules Governing Leaves. The following rules shall apply to all leaves:

1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.
2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.
3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.
4. Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company's Leaves of Absence Policy.
5. The Company maintains the right to modify or amend the administration guidelines described in the Company's Leaves of Absence Policy at its discretion.

13.02 Absence for Union Business. Any employee who is an authorized representative of the Union and whose Union assignment requires that he be absent from the Company will, upon request by the employee to his immediate supervisor (outside the Bargaining Unit) with no less than a 30 day notice, be excused without pay.

- a. It is understood that in certain rare circumstances a 30 day notice may not be possible. Such requests for such excused absences shall be made as far in advance as possible. The

Company shall act promptly upon each request and if the needs of the business allow such request shall be granted.

- b. All requests for such excused absences shall be made as far in advance as possible and the Company shall act promptly upon each request. Such excused absences shall not exceed fourteen (14) consecutive calendar days, or a total not to exceed sixty (60) working days in any calendar year.
- c. It is understood that the above limitations shall be exclusive of time spent in collective bargaining and grievance handling.
- d. No more than one (1) employee from any one departmental work group or two (2) employees in total shall, at any one time, be excused, unless in special cases, other arrangements are made and agreed upon between the Company and Union a reasonable period in advance.

ARTICLE 14

MILITARY LEAVES

- 14.01 Leaves of absence, hereinafter referred to as military leaves will be granted to all regular employees entering the Armed Forces of the United States. Such leaves will be for the military service period during which the employee's right to reemployment is guaranteed by any law now in effect, or which may be enacted.
- 14.02 Following honorable discharge from military service, any such employee shall, upon written application made within ninety (90) days thereof be re-employed. Subject to seniority and such employees have the physical and mental fitness and capacity to perform the work, such employees shall be reinstated;
 - a. On the same job he/she left when such leave of absence began, provided that job is available; otherwise
 - b. At work generally similar to that in which he/she was engaged immediately prior to the beginning of such leave of absence, and at the appropriate wage progression schedule rate applicable to such work, provided that such job is available; otherwise
 - c. If no vacancy exists in any job referred to in Index A or B, one (1) may be immediately created by demotion or layoff subject to the provisions of Article 11

- 14.03 Employees granted military leaves who are eligible for a paid annual vacation in the current calendar year, which they have not already taken, shall at the time of their induction, or within a reasonable period thereafter, receive the appropriate vacation pay or unpaid portion thereof.
- 14.04 Employees returning from military leaves will be eligible for paid vacation. The amount of such vacations to be computed upon the basis of the employee's continuous service with the Company, plus the period of the employee's military leave granted in accordance with the foregoing provisions.
- 14.05 Absence Due to Military Duties. Effective January 1, 1992, employees on annual military leave shall be paid their basic hourly rate for up to three (3) weeks per year (up to one hundred twenty (120) hours), and allowed to retain any military pay received. Employees who are to be gone for more than three (3) weeks during any one (1) year shall be allowed to use available vacation time, or shall be granted an unpaid leave of absence. All arrangements should be discussed with the immediate supervisor as far in advance as possible.

ARTICLE 15

PAYROLL DEDUCTION OF UNION DUES

- 15.01 The Company shall make collection of Union dues through payroll deduction upon receipt of a request in writing signed by the employee and shall pay over to the Union, monthly, the total amount thus deducted from all employees. Authorization by employees for such deductions shall be on the union form. All deductions shall be made from the wages earned by employees and whenever possible from the first paycheck received in each month and shall be submitted to the Union on or before the fifteenth (15th) of each month.

The Company's obligations under Article 15, 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). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues checkoff obligation.

- 15.02 The Union agrees to certify to the Company by the Secretary-Treasurer of the Union, the amount of the Union dues to be deducted and any changes in the amount of the dues. Such certification shall be made to the Company on or before the second Wednesday of the month in which the certification is to be effective.
- 15.03 The Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees, or charges of any kind which may arise out of or result from the honoring by the Company of dues deduction authorizations in accordance with the provisions of this Agreement, and the transmitting of such deducted dues to the Union.
- 15.04 Cancellation by an employee of such written authorization for payroll deduction shall be in writing, and signed by such employee. Upon receipt thereof, the Company shall honor any such cancellations. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred or promoted out of the Bargaining Unit.
- 15.05 Deduction of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available after allowing for all other authorized deductions. Such dues will be deducted the following month when Union dues are deducted provided the employee's pay is sufficient for this deduction.
- 15.06 The Company will furnish the Union a monthly statement showing for each employee having a dues deduction authorization on file, the name and amount of dues deducted, (change of name will be indicated).
- 15.07 Upon the request of the Union, the Company will furnish to the Union, monthly, a list of employees hired by the Company who are eligible for Union membership.

ARTICLE 16

GENERAL

- 16.01 Effective November 1, 2018 and continuing for the life of this Agreement, the Company agrees to provide the employees covered by this Agreement the same group medical insurance

and 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 spending accounts and dependent day care spending account, and at the same premiums, as the Company provides for its non-bargaining employees. The Company may provide any of the plans required by this Article through insurance and/or self-funded plans.

Retiree Medical Benefits. To be eligible for retiree medical and dental benefits, employees must be at least age 55 with 10 years of service at time of retirement. Years of service for eligibility is based upon an employee's original date of hire. Employees hired prior to January 1, 2008, receive a credit of \$10 per month per year of service towards their entire retiree premium (for themselves, spouse and family) for non-Medicare coverage. Years of service commence on the later of (1) November 1, 1998 or (2) an employee's date of hire. The earliest date years of service may start accumulating is November 1, 1998 for Gallatin River and is frozen as of December 31, 2007. Years of service after December 31, 2007 do not count towards the \$10 per year credit. Medicare eligible retirees are eligible to receive a Company contribution to your Health Reimbursement Account (HRA) to use to reimburse yourself for private Medicare supplemental coverage. The contribution amount equals 50% of your annual subsidy credit.

Employees who are eligible for retiree health care are also provided retiree life insurance benefits. Employees hired before January 1, 2008 are provided with retiree life coverage equal to the lesser of \$25,000 or 50% of pay as 12/31/2007. Employees hired after January 1, 2008 have retiree life coverage equal to \$10,000.

The Company reserves the right to amend, change or terminate any of these plans or spending accounts at any time, or change the premiums of any plan, so long as the amendments, changes or terminations apply equally to all eligible employees, both non-represented and bargaining unit employees, of the Company. The Company does not have to bargain such amendments, changes or terminations with the Union.

Madison River Telephone Co., LLC Employees Retirement Plan has been frozen effective 12-31-05. The affects of freezing this benefit are noted in Exhibit "B".

Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan, shall be exclusively resolved in accordance with the underlying plan, procedures and ERISA, and shall not be subject to Articles 3, Adjustment of Grievance, and Article 4, Arbitration, of this Agreement.

- 16.02 Any reference to either male or female gender in this Agreement is intended to include both genders and is not to be considered as a limitation on either sex.
- 16.03 Consistent with the other provisions of this Agreement, the Company and the Union agree to continue to support their policies of avoiding discrimination against any employee regarding the terms or conditions of employment because of age, sex, race, color, religion, disability, or national origin. The Company will comply with the applicable provisions of the Vietnam Era Veterans' Readjustment Act of 1972, as amended, the Rehabilitation Act of 1973, the American's with Disabilities Act, and the Family Medical Leave Act of 1993.
- 16.04 Nothing in this Agreement shall be construed to limit the right of first line supervision from doing self training in the installation and maintenance of equipment, also detailed demonstration and instruction of employees pertaining to equipment. Supervision shall also not be limited from doing anything in an emergency situation.
- 16.05 The Company agrees that it will not contract out any work covered by this Agreement, if, as a result thereof, it would become necessary to lay off, or reduce to part-time, or to reduce the rate of pay of any employee, within the affected job title.

The restriction on using contractors described in Article 16.05 above does not apply to the consolidation or transfer of work outside of the jurisdiction of the Union. In such cases the Company shall advise the Union at least 2 weeks in advance of its intention to consolidate or transfer work prior to implementing such changes. If the consolidation or transfer of work results in

the layoff or reassignment of employees, impacted employees will be entitled to all rights outlined in Article 11 of this Agreement.

16.06 **All employees will** receive pay via direct bank deposit **which** shall be paid on the Friday following each bi-weekly pay period and the pay weeks shall be recognized as starting on Sunday and ending on Saturday.

16.07 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 both uniform and non-uniform garments.

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

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 will not cover the Company logo.

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

ARTICLE 17

SHORT TERM DISABILITY (STD)

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

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

Vacation/Personal Holiday 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/Personal Holiday hours before hours can be taken unpaid. If an employee does not have available Vacation/Personal Holiday hours, those hours for which Vacation/Personal Holiday are/is not available shall be non-paid.

Based on the Illinois Employee Sick Leave Act, the first forty (40) hours of vacation/personal holiday hours can be taken with no attendance occurrence(s) being charged.

17.02 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.

17.03 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.

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

- a) For employees hired, re-hired or transferred into this bargaining unit before January 1, 2017, 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.
- b) 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.

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

- c) For employees hired, re-hired or transferred into this bargaining unit on or after January 1, 2017, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

If your Length of Service is:	Then benefits at 70% of Base Salary are Paid for:
Less than one year	None
1 year or >	26 weeks

- 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.

17.05 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.

17.06 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.

17.07 For employees hired, re-hired or transferred into this bargaining unit before January 1, 2017, the Company will provide an employee a salary continuation benefit (called Supplemental

Worker's Compensation Pay or SWCP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

For employees hired, re-hired or transferred into this bargaining unit on or after January 1, 2017, the Company will provide an employee a salary continuation benefit (called Supplemental Worker's Compensation Pay or SWCP) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

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 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. Employees with less than one year of completed service are not eligible for SWCP.

Effective 01/01/2023 - For eligible employees that have completed one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the eighth calendar day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset. Employees with less than one year of completed service are not eligible for SWCP.

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

17.09 SWCP payments of salary continuation benefits will be in accordance with the **Brightspeed of Illinois, LLC** 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 18
TERMINATION ALLOWANCE

18.01 Regular, full time employees who are terminated because of lack of work shall be paid, at the termination of employment a termination allowance based on years of Net Credited Service in accordance with the following schedule:

Term of Employment	Termination Allowance (Basic Weekly Pay)
1 year and less than 3 years	1
3 years and less than 4 years	2
4 years and less than 5 years	3
5 years and less than 6 years	4
6 years and less than 7 years	6
7 years and less than 8 years	8
8 years and less than 9 years	10
9 years and less than 10 years	12
10 years and less than 11 years	14
11 years and less than 12 years	17
12 years and less than 13 years	19
13 years and less than 14 years	21
14 years and less than 15 years	23
15 years and less than 16 years	25
16 years and over	Equivalent of 25 weeks pay plus 2 weeks for each additional full year of service to a maximum of 39 weeks or \$45,000 whichever is less.

18.02 Such payments shall be in addition to earned pay and any vacation payment to which employees may be eligible.

18.03 Termination allowance shall be paid out in the form of a lump sum. The rate of pay to be used in calculating termination allowances shall be the employee’s regular rate in effect on the employee’s last day of work.

ARTICLE 19

UNION SECURITY

- 19.01 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, not later than the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall not later than the 30th day following the beginning of such employment become and remain members in good standing in the Union.
- 19.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. The failure of any employee to become or remain a member of the Union at such required times shall obligate the Company, upon written notice from the Union to the effect that an employee who by the terms of this Agreement was required to join or maintain membership in the Union has, because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union, to forthwith discharge such employee.

ARTICLE 20

WAGE SCHEDULES

- 20.01 The wage progression schedules and differential payments for the various job titles set forth in Exhibit "A" of this Agreement shall be in effect for the term of this Agreement.
- 20.02 The Company agrees to grant scheduled wage increases specified in their appropriate schedules in accordance with the time intervals and amounts provided in such schedules, subject to the following conditions:
- 1) Wage progression/step increases will be effective based on the service anniversary date for active, full time employees

and based on date last given for part time employees after the employee has worked 1040 hours.

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

The Company shall have the right to employ persons at starting wage rates commensurate with their previous training, employment, and experience.

ARTICLE 21

HEALTH, SAFETY, AND TOOLS

- 21.01 Both the Company and the Union recognize their mutual obligation to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions. Mutual cooperation between the Company, Union, and all employees will ensure that the Company's premises, trucks, tools, and other equipment remain in safe working condition. The company will strive to keep employees informed of the latest safety practices and the employees agree to observe all safety rules and make proper use of the information and safety devices provided. **All personal protective equipment (PPE) necessary on the job will be provided by the company.**
- 21.02 Tools customarily and necessarily used by the Company's employees in the performance of their duties shall be furnished by the Company. Such tools furnished by the Company shall be signed for by the employee who shall be held responsible for their return in good condition, reasonable wear and tear expected. Tools, lost or damaged through employee negligence shall be replaced at the employee's own expense.
- 21.03 **Safety Footwear.** Employees with exposure to foot hazards as determined by the Company's Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal **Brightspeed** requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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

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

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

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

Effective January 1, 2017, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.

1. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.
2. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision 'correction.'
3. The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades.

Each order for prescription safety glasses will include detachable side shields.

4. The Company contribution for prescription safety eyewear will only be provided through the designated supplier(s) for the procurement of prescription safety glasses. There will be no company contribution, subsidy or reimbursement for prescription safety glasses obtained outside of the designated supplier(s).

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

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

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

ARTICLE 22 **HOLIDAYS**

22.01 The following are recognized as holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Personal Holiday (6)
	Effective 01/01/25 – Personal Holidays (7)

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

22.03 Employees failing to work on a holiday for which they are scheduled to work, or employees failing to work on either their

last scheduled work day preceding, or their first scheduled work day following the holiday shall receive no holiday allowance or other holiday pay, unless excused by the Company.

- 22.04 If it is necessary for an employee to work during a holiday, he shall receive holiday pay plus one and one-half (1 ½) times the basic wage rate for the hours worked.
- 22.05 When a holiday falls within the selected vacation period of an employee, such employee will be given one (1) additional day's vacation. Such a day off will not necessarily be continuous to the vacation period, but shall be limited to the extent that the requirement of the service permits and provided that notice is given no later than the day before the requested vacation day.
- 22.06 Employees not scheduled to work on a holiday and who are scheduled to work five (5) days in a week containing a holiday **will be paid eight (8) hours at the straight time rate of pay for the holiday, and will be paid in the payroll period containing the holiday.**
- 22.07 An employee may use their "Personal Holidays" in two (2) hour increments. Initial selections may be made by seniority after vacation schedules are selected. After initial selections are made, remaining selections will be made subject to the following conditions:
1. Selection will be on a first-come, first-served basis.
 2. Prior to the start of a scheduled tour, a request must be made to the employee's immediate supervisor (outside the Bargaining Unit). The Company will make a reasonable effort to grant the employees request but approval of the Personal Holiday will be at the discretion of supervision, based on service requirements.
 3. Any changes in selection will be subject to the needs of the business and with the concurrence of management.
 4. Holidays may not be selected.
 5. All selections must be made prior to October 1. Any personal Holiday(s) not selected prior to October 1 will be assigned by the Company.

6. Unused personal holidays cannot be carried over into the next calendar year and will be forfeited upon termination/retirement.
7. With supervisor approval, a personal holiday may be taken and considered excused on any day during the calendar year except on another holiday. The supervisor will consider each request on a case-by-case basis. A personal holiday shall not be counted as an unexcused absence if it is an immediate emergency. An immediate emergency is defined as a serious health condition of a family member or an unexpected situation regarding safety or property damage.

*In the first year of employment, employees hired between January 1 and June 30 will be granted twenty-four (24) hours of personal holiday time; employees hired between July 1 and September 30 will be granted fourteen (14) hours of personal holiday time; employees hired between October 1 and December 1 will receive ten (10) hours of personal holiday time.

- 22.08 Part-time employees shall be paid holiday pay at their basic wage rates, based upon their average hours worked computed from the four (4) week period immediately preceding the holiday period.

ARTICLE 23 **VACATIONS**

- 23.01 Vacation/personal holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational or occupational (effective 01/01/2023) 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. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available vacation/personal holiday hours, those hours for which vacation/personal holiday hours are not available shall be non-paid.

Vacation with pay will be allowed as follows:

- a. 80 hours of vacation – after completion of twelve (12) months of service.
- b. 120 hours of vacation – Employees whose sixth anniversary date of employment (six (6) years of Net Credited Service) falls at any time during the current calendar year shall be eligible for 120 hours of vacation.
- c. 140 hours of vacation - Employees whose tenth anniversary date of employment (ten (10) years of Net Credited Service) falls at any time during the current calendar year shall be eligible for 140 hours of vacation.
- d. 160 hours of vacation - Employees whose fifteenth anniversary date of employment (fifteen (15) years of Net Credited Service) falls at any time during the current calendar year shall be eligible for 160 hours of vacation.
- e. 180 hours of vacation - Employees whose twentieth anniversary date of employment (twentieth (20) years of Net Credited Service) falls at any time during the current calendar year shall be eligible for 180 hours of vacation.
- f. 200 hours of vacation – Employees whose twenty-fifth anniversary date of employment (twenty-five (25) years of Net Credited Service) falls at any time during the current calendar year shall be eligible for 200 hours of vacation.

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, 6, 10, 15, 20, and 25 years the employee earns vacation at the higher rate for the entire year.

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

23.02 Vacation/personal holiday hours will fall under two categories, either scheduled or unscheduled time.

Scheduled Vacation/personal holiday are those hours selected by the employee in accordance with the Vacation/personal holiday selection process or hours requested by the employee and approved by management. Scheduled Vacation/personal

holiday hours are included as part of the standard work week for overtime purposes.

Unscheduled Vacation/personal holiday are those hours that are not pre-scheduled and are requested by the employee 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/tardy 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.

23.03 A week of vacation shall be understood to mean a period of seven (7) consecutive days, a calendar week, the first day of which is Sunday starting at 12:01 a.m.

23.04 Selection of Vacations:

a. The time frame in which vacations may be selected will not be restricted except that, initial selections (by seniority) shall be limited to two (2) weeks per employee per work group. However, the Company reserves the right to determine the schedule of vacations consistent with the requirements of the business.

23.05 Preference in the selection of vacation periods shall be given to employees on the basis of seniority in their particular work group.

23.06 Payments to employees for vacations will be in an amount equal to the employee's basic hourly wage rate plus –

a. Any differential continuously in effect in the two (2) weeks immediately preceding the start of vacation.

b. Sunday premium paid for regularly assigned all night shift.

23.07 When the major portion of a vacation week falls within the current calendar year, that entire vacation week will be construed as falling within the current calendar year.

23.08 An employee's vacation period will not be changed because of illness or accident which occurs after a vacation has begun.

23.09 Employees who are eligible for two or three (3) weeks of vacation may, at their option, and in accordance with the present vacation scheduling practice schedule a two (2) week portion of such vacation as a tentative vacation week. This tentative vacation week will consist of ten (10) paid vacation days that may be scheduled on a day-at-a-time basis. Employees who are eligible for four (4) or more weeks of vacation may, at their option, and in accordance with the present vacation scheduling practice schedule a three (3) week portion of such vacation as tentative vacation weeks. These tentative vacation weeks will consist of fifteen (15) paid vacation days that may be scheduled on a day-at-a-time basis. A week containing a holiday may not be scheduled as a tentative week (this exclusion does not apply to normal vacation weeks).

- a. If the employee has not taken all of the scheduled tentative vacation week(s) on a day-at-a-time basis prior to the employee's scheduled tentative vacation week(s), those vacation day(s) remaining will be taken during the scheduled tentative vacation week(s).
- b. The employee shall submit his request for such day(s) of his vacation to his immediate supervisor (outside the bargaining unit) at least three (3) days, if practicable, in advance of the day he wishes to use as his tentative vacation day (s).
- c. Once a day(s) has been selected by the employee and agreed to by the Company, no employee's day(s) shall be changed except by mutual agreement between the Company and the affected employee.
- d. Such days shall be granted service requirements permitting.
- e. Tentative Vacation days shall not be used to offset days of illness for which sickness benefits are payable, or for other absences from duty under the terms of the Agreement.
- f. Holidays may not be selected as tentative vacation days.

23.10 Selecting vacation periods; posting vacation schedules. By November 15 of each calendar year the Company will post on appropriate bulletin boards a list showing the vacation allowance which each employee at the particular location is, or will become, eligible for within the following calendar year and a

chart showing the available vacation periods in the particular department with space provided for employees to indicate their choice according to seniority. Employees will prepare themselves to select their vacations.

- a. On or before December 1 of each year employees will be contacted in the order of seniority to select their vacation for the following years in accordance with Sections 23.04 and 23.11. Employees will be expected to select vacation at the time they are contacted. If they are unable to choose at that time, the selection process will move on to the next senior employee.
- b. All vacations will be selected by December 31st.
- c. On or before February 1, the company shall post on appropriate bulletin boards the finalized vacation schedule for the current year.

23.11 Carryover Vacation. Up to a maximum of one week (40 hours) of vacation may be carried over to the following calendar year, and must be used by December 31st. Carryover vacation is not cumulative from one year to another. This includes employees on Short Term Disability and/or Worker's Compensation. Any carryover hours not used by December 31 will be forfeited. Employees may not receive pay in lieu of vacation, except in situations where vacation is cancelled or postponed as described in this article.

23.12 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.

23.13 All earned vacation hours that are unused will be paid out at termination or upon retirement, except when an employee is terminated for just cause or resigns during an investigation into their misconduct. In the event of the death of an employee, all unused earned vacation time shall be paid to the estate. Should any vacation pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expense incurred due to

loss of, destruction of, or damage to Company property and/or equipment.

If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the full amount of 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.

ARTICLE 24 **INCLEMENT WEATHER**

- 24.01 During weather which the supervisor determines as inclement, employees will be assigned to work under shelter as far as practicable and the scheduled tour shall be paid for provided the employee reports for duty and performs such duties as may be assigned, such as truck clean-ups, tool sharpening, etc. During such weather on days outside of the scheduled basic work week that an employee has been requested to work and has reported for duty, a minimum of three (3) hours' pay at the employee's basic hourly wage rate will be provided. The supervisor shall make the decision regarding the inclemency of the weather; such decision shall be subject to the Grievance procedure, but it shall not be subject to the Arbitration procedure.
- 24.02 Continuous exposure to the elements in severe weather will not be required except to provide and maintain service.

ARTICLE 25 **WORK SCHEDULES AND COMPENSATION**

- 25.01 A regular work week shall consist of forty (40) hours, five (5) eight (8) hour days worked during a calendar week, beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. the following Saturday. A regular work week may be scheduled on any of the seven days of said calendar week. Exceptions to the regular

scheduled week may be scheduled per Article 25, Section 25.11.

25.02 A regular tour of duty shall consist of eight (8) hours excluding a meal period not to exceed one (1) hour.

- a. Tour – the hours of work scheduled for an employee for a particular day.
- b. Day tour – a tour, the hours of which fall entirely within the period of 7:00 a.m. to 7:00 p.m.
- c. Night tour – a tour, the hours of which fall partly or entirely outside the period of 7:00 a.m. to 7:00 p.m.

25.03 A differential of **\$2.50 (two dollars and fifty cents per hour)** will be paid for work performed on a regularly scheduled shift falling wholly or partially between 8:00 p.m. and 7:00 a.m. This differential is not applicable to premium time.

A differential of \$3.00 (three dollars) per hour will be paid for the first eight (8) hours worked on a Sunday that is part of a regular posted work schedule.

25.04 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 tour.
- b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a tour.
- c) All hours worked on a non-scheduled Sunday (if Sunday is part of the regular posted work schedule, the first eight (8) hours are paid at the basic rate of pay.
- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 25.

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;
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a scheduled Sunday (Note: Sunday must be a part of the regular posted schedule to qualify);
- Paid union time off for joint meetings with the Company.

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

- Bereavement, Jury Duty, Witness Duty, Inclement Weather, Short-term Disability (STD), Workers Compensation, unscheduled vacation/personal holidays, and any other paid time off not listed above;
- Any non-paid time off, including 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.

Compensation at the rate of two (2) times the basic hourly straight time rate of pay will be paid for all time worked in excess of sixty (60) hours. Only hours actually worked will be used to establish the sixty (60) hours threshold.

25.05 Insofar as it is practical to do so, the Company will endeavor to distribute overtime work equally and impartially to the employees who are qualified to do the class of work to be performed.

25.06 Call Out Time:

When an employee is called to work outside his scheduled hours he will be compensated as follows:

- a) When he reports to duty and is dismissed before the initial period of two (2) hours, a minimum of two (2) hours pay at **the greater of either** time and one-half (1-1/2) his basic wage **or applicable overtime rate** unless the call occurs less than two (2) hours before the start of the employee's next scheduled shift.
- b) All time worked in excess of two (2) hours shall be paid on the basis of **the greater of either** time and one-half (1-1/2) **or applicable overtime rate** up to his regularly scheduled tour.
- c) When called out on Sundays or holidays, the employee shall receive not less than two (2) hours at **the greater of either** time and one-half (1-1/2) **or applicable overtime rate**.
- d) When an employee is called at home to report to work, the work time allowed in the previous sections shall include a total travel allowance of one-half (1/2) hour.

25.07 If an employee is assigned by the Company to a job title calling for a higher wage rate than is paid for his regular job, for four (4) hours, or more, on any one (1) shift, he shall receive the higher wage rate for such time as he works on the higher rated job. Upon return to his regular job he shall again receive his regular rate. If the rate for the job to which he is temporarily assigned is lower, the employee's rate of pay shall not be reduced.

Additionally, any employee who regularly fills in within a higher rated wage group and is deemed by the Company to be proficient will be paid for the temporary assignment at the top rate of the assigned position.

25.08 All mobile employees will take their lunch periods on the job site where they are working, or immediately adjacent thereto, or at a point in route between jobs. Company vehicles will not be used for the specific purpose of traveling to or from a different location to obtain lunch.

25.09 It is recognized that it may be beneficial to the employees and in the best interest of the business to establish a four (4)-day schedule as a normal work week. Accordingly, the number of hours which presently constitute a normal five (5)-day work

week schedule will be scheduled in equal amounts over four (4) consecutive/non-consecutive days.

- a) No daily overtime payment shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Overtime will be paid after 40 hours are worked per Article 25, Section 25.04.
- b) No differential payments for evening and night work shall be made unless some or all of the hours which would otherwise constitute a normal work day if scheduled over five (5) days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the Agreement.
- c) An employee must be scheduled for a four (4)-day week at the beginning of a week and remain on this schedule for the entire week.
- d) All paid or non-paid absence days (sickness, excused work day, day at a time vacation, optional holiday) within a week in which the employee is scheduled for four (4) ten (10)-hour days will be treated as ten (10)-hour days.
- e) A week in which a regular holiday falls shall be scheduled as a five (5)-day eight (8)-hour work week.
- f) Tentative vacation days must be taken in full eight (8) or ten (10)-hour days until a balance of two, four, or six hours remains. Those two, four, or six hours must be taken within the same day.
- g) An employee who becomes ill and the illness extends to disability, will be assumed to remain on the schedule last worked until the employee is able to after the disability benefits have been exhausted.
- h) There will be no restrictions regarding which four (4) days in a week will be scheduled except that at least two (2) non-scheduled days must be consecutive.
- i) All other contract provisions will apply to employees assigned to work four (4), ten (10)-hour days.

- 25.11 Employees may be required to be available for callout to provide prompt response to customer service requests that are received outside normal business hours. Standby may be for periods of daily (5:00 p.m. to 8:00 a.m.), weekly (8:00 a.m. to 8:00 a.m. beginning and ending on the same day of the week, i.e., Monday to Monday, Tuesday to Tuesday), or weekend (Friday 5:00 p.m. to Monday 8:00 a.m.). Employees on standby during these periods of time shall be paid the following: daily **\$40.00**. When a recognized holiday is included, **\$75.00** will be paid **for the holiday**. Employees who are on Standby Duty will carry an access device (cellular phone, pager, etc).
- a) Standby Duty will be rotated among qualified employees in the standby pool, by seniority. Standby Duty may be utilized within the following titles: Customer Service Technician and Network Technician. Additionally other employees qualified to perform all requirements of Standby Duty may volunteer to be considered for the Standby Duty pool. Once the employee is accepted into the Standby Pool by the Company, they will be subject to Standby Duty assignment in accordance with this Section.
 - b) Employees on Standby Duty will be permitted to take a Company vehicle home at their option.
 - c) When it is necessary to call out an employee to respond to a service affecting condition, the employee on Standby Duty will be called first and will be expected to respond immediately. The employee will receive pay for call out in accordance with Section 25.06 of this Agreement in addition to standby pay.
 - d) The Company retains the right to call out employees other than those employees assigned to Standby Duty.
 - e) Employees assigned to Standby Duty, who are not available for callout, will be responsible for making arrangements for a substitute. Those employees who become ill or have an emergency during their Standby Duty week will notify their supervisor, as soon as practical, to find a substitute.
 - f) Standby rotation picks will not interfere with scheduled vacation weeks or training weeks.

- 25.12 It is recognized that due to the nature of our business and the necessity of providing continuous service, overtime and call outs after hours are a normal part of the business. **In no event shall the Company require employees to work overtime for more than two (2) weekends in a row. For the purpose of this section, working a Saturday or Sunday constitutes a weekend. Nothing in this Article shall prevent an employee from volunteering for overtime.**

Employees will be notified of mandatory overtime on a scheduled day off with at least forty-eight (48) hours advanced notice. Should a need arise to work same day mandatory overtime, employees will be notified by noon of that day. Exceptions may be made in declared emergency situations (i.e. severe weather events, flooding, earthquakes, fire).

ARTICLE 26

TEMPORARY ASSIGNMENTS- LEAD PERSON

- 26.01 The Company may, if it deems necessary, appoint a qualified Bargaining Unit employee to act as a Lead Person. A Lead Person may lead and/or direct other employees in the Bargaining Unit or may do the administrative work normally performed by management or administrative employee(s). An employee so appointed may continue to perform Bargaining Unit work during such assignment. Such employee shall not take disciplinary action, prepare performance appraisals, or make value judgments regarding other employees' performance.
- 26.02 When practical, the group to be considered in the appointment of a Lead Person will consist of those employees in the same work group. The Company shall determine those employees who are qualified and available for such assignment from those employees who express an interest in being considered for the assignment.
- 26.03 An employee so temporarily assigned shall receive a Lead Person differential of **\$2.50** per hour for each hour worked as a Lead Person.
- 26.04 Prior to the commencement of the assignment, the employee shall be told whether the appointment will be on a daily, weekly

or longer basis. However, the assignment may be terminated earlier by the Company based upon the needs of the business.

26.05 Crossing Jurisdictional Boundaries

- a. At the discretion of management, due to service requirements, employees covered by this agreement may be assigned to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units and/or non-bargaining employees may be assigned to work at Company locations within the bargaining unit performing bargaining unit work. The Company will notify the local Union representative when it is necessary to bring non-bargaining employees into this local's jurisdiction.

When bargaining unit employees are assigned work **outside of their jurisdiction in a non-bargaining territory** which there exists a higher rate of pay for the same work, the higher wage rate will be paid for all hours worked outside the jurisdiction.

When bargaining unit employees are assigned work outside of their jurisdiction in a bargaining territory which there exists a higher rate of pay for the same work, a differential of \$0.75 per hour will be paid for all hours worked outside their jurisdiction.

- b. The parties agree that such assignments as permitted under this agreement are 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 27 **MANAGEMENT RIGHTS**

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

- 27.02 The rights of the Company to establish, determine, maintain, and enforce standards of telephone service within the terms and conditions of this Agreement are fully recognized. The Company shall not be required to retain in its employment any employee who refuses or is proved unable to meet established work standards. A regular employee who becomes physically incapable of meeting established work standards may be transferred to work that the employee is physically capable of performing. Such transfer may or may not constitute a promotion.
- 27.03 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, family and medical leave, unlawful harassment and discrimination, personal appearance and dress (including any uniform apparel), conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs (including testing), use of vehicles on Company business, and reimbursement for business related expenses.

ARTICLE 28

NO STRIKE/NO LOCKOUT

- 28.01 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, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management. However nothing in this Section 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.

- 28.02 During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.
- 28.03 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 28.01 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.
- 28.04 Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE 29

HOME GARAGING

- 29.01 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 Section 27.03.

ARTICLE 30

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 all customer contact employees may be required to 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.

ARTICLE 31

TELEPHONE CONCESSION

31.01 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 32

DURATION OF AGREEMENT

This Agreement shall become effective as of **November 1, 2024**, and continue in full force and effect through **October 31, 2029** and shall continue in full force and effect from year to year thereafter unless one (1) of the parties shall notify the other at least sixty 60 days prior to the expiration of the then current term of its desire to terminate, modify, amend or change the same.

ARTICLE 33

CONTRACT PRINTING

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

Brightspeed of Illinois, LLC.

**Communications Workers of
America**



Jeff Mitchell,
VP, Field Operations



Dustin Robinett
CWA Representative



John Sabat
Sr Director
Labor Relations

**Company Negotiating
Committee:**

Deanna Moore
Tom Braml
Mylo Magness

**Union Negotiating
Committee:**

Dustin Robinett
Stacy Stambaugh
Travis Young

Brightspeed
WAGE SCHEDULE - CWA 4217
EFFECTIVE: November 1, 2024

WAGE SCHEDULE		
STEP	Group 1	
Start	\$16.15	
6 Months	\$17.37	
12 Months	\$18.70	
18 Months	\$20.30	
24 Months	\$22.10	
30 Months	\$24.23	
36 Months	\$26.81	
42 Months	\$30.08	
48 Months	\$34.40	
Group1		Network Technician, Customer Service Technician

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

Brightspeed
WAGE SCHEDULE - CWA 4217
EFFECTIVE: November 1, 2025

WAGE SCHEDULE		
STEP	Group 1	
Start	\$16.63	
6 Months	\$17.89	
12 Months	\$19.26	
18 Months	\$20.91	
24 Months	\$22.76	
30 Months	\$24.96	
36 Months	\$27.61	
42 Months	\$30.98	
48 Months	\$35.43	
Group1		Network Technician, Customer Service Technician

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

Brightspeed
WAGE SCHEDULE - CWA 4217
EFFECTIVE: November 1, 2026

WAGE SCHEDULE		
STEP	Group 1	
Start	\$17.13	
6 Months	\$18.43	
12 Months	\$19.84	
18 Months	\$21.54	
24 Months	\$23.44	
30 Months	\$25.71	
36 Months	\$28.44	
42 Months	\$31.91	
48 Months	\$36.49	
Group1		Network Technician, Customer Service Technician

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

Brightspeed
WAGE SCHEDULE - CWA 4217
EFFECTIVE: November 1, 2027

WAGE SCHEDULE		
STEP	Group 1	
Start	\$17.64	
6 Months	\$18.98	
12 Months	\$20.44	
18 Months	\$22.19	
24 Months	\$24.14	
30 Months	\$26.48	
36 Months	\$29.29	
42 Months	\$32.87	
48 Months	\$37.58	
Group1		Network Technician, Customer Service Technician

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

Brightspeed
WAGE SCHEDULE - CWA 4217
EFFECTIVE: November 1, 2028

WAGE SCHEDULE		
STEP	Group 1	
Start	\$18.17	
6 Months	\$19.55	
12 Months	\$21.05	
18 Months	\$22.86	
24 Months	\$24.86	
30 Months	\$27.27	
36 Months	\$30.17	
42 Months	\$33.86	
48 Months	\$38.71	
Group1		Network Technician, Customer Service Technician

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

EMPLOYEE RETIREMENT PLAN

Bargaining Unit Employees of Gallatin River Communications LLC

Represented by Local Union 4217 CWA (The Plan)

As a result of the Madison River Telephone Co., LLC Employees Retirement Plan being frozen effective 12-31-05, the Company agreed to make a non-elective contribution (to employees who worked 500 hours in the calendar year the contribution is made) To the 401(K) Plan account as follows:

Service: Vesting 20% per year for 5 years

Contributions to be made to Employees 401K Account:

	4-30-06	4-30-07	4-30-08	4-30-09
<10 years	\$500	\$750	\$750	\$750
10-20 years	\$750	\$1,000	\$1,000	\$1,000
20-25 years	\$1,200	\$1,200	\$1,200	\$1,200
Over 25 years	\$1,500	\$1,500	\$1,600	\$1,600

NOTE: Employees need not participate in the 401K Plan to receive this contribution.

The Company has satisfied this obligation.

Exhibit C

Brightspeed of Illinois, LLC “Galesburg” Exchanges

Avon
Cameron
Galesburg
Knoxville
Wataga

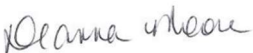
**MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF ILLINOIS, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA**

BRIGHTSPEED 401(K) SAVINGS PLAN

Effective May 1, 2010 or whenever administratively feasible, **Brightspeed of Illinois, LLC** and the Communications Workers of America of CWA 4217 agree the Company matching contribution to the **Brightspeed** 401(k) Savings Plan will be in accordance with the same matching contribution formula provided for Non-Bargaining Employees in the 401(k) Plan effective January 1, 2022.

Employees hired or re-hired into the bargaining unit on or after November 1, 2021, shall automatically be enrolled in the Plan in accordance with the terms of the 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 Plan and its administrative procedures. Automatic enrollment will be implemented as soon as administratively feasible following ratification.

Brightspeed of Illinois, LLC



Deanna M. Moore
Labor Negotiator

Communications Workers
Of America



Dustin Robinett
CWA Representative

**MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF ILLINOIS, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA**

JOB TITLE CHANGES

As a result of Company actions, the Lineperson/Combination Technician, Storekeeper, Assignment Clerk, Repair Clerk, Service Order Clerk, Dispatch Clerk, Building Serviceperson and General Clerk job titles are not necessary in this collective bargaining agreement.

In the event the Lineperson/Combination Technician, Storekeeper, Assignment Clerk, Repair Clerk, Service Order Clerk, Dispatch Clerk, Building Serviceperson and General Clerk job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 2010 – 2013 Labor Agreement.

Effective May 1, 2016, the Testperson and Customer Care Consultant job titles have been deleted from this agreement. In the event the Testperson or Customer Care Consultant job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 2013-2016 Labor Agreement. Group 2 Wage Schedule is eliminated.

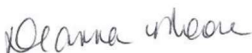
Eliminate 56 Group 3, 4 and 5

In addition, it is understood the Union shall have no claim to work historically performed by the job title of Lineperson/Combination Technician.

Effective November 1, 2018, the Cable Splicer job title has been deleted from this agreement. In the event the Cable Splicer job title is reinstated, all language and references from 2016-2018 Agreement will apply.

Effective November 1, 2024, the Business Service Tech job title has been deleted from this agreement. In the event the Business Service Tech job title is reinstated, all language and references from 2021-2024 Agreement will apply.

Brightspeed of Illinois, LLC



Deanna M. Moore
Labor Negotiator

**Communications Workers
Of America**



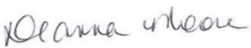
Dustin Robinette
CWA Representative

**MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF ILLINOIS, 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.

Brightspeed of Illinois, LLC



Deanna M. Moore
Labor Negotiator

Communications Workers
Of America



Dustin Robinett
CWA Representative

**MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF ILLINOIS, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA**

POLITICAL ACTION FUND

The Company agrees to provide payroll deduction for PAF (Political Action Fund) for employees represented by the Communications Workers of America provided:

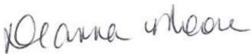
- (1) Deduction requests are submitted on a properly completed authorization card which the Union will provide.
- (2) There is sufficient paycheck money available in the amount specified by the employee to be deducted every pay period.

The total amount of PAF payroll deductions will be forwarded to a person designated by the Union.

The Union agrees to hold the Company harmless against any claims that might be made by an employee as to the deduction or application of the funds.

The Parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to payroll deductions for PAF shall terminate on October 31, **2024**, unless extended by mutual agreement of the Company and the Union.

Brightspeed of Illinois, LLC



Deanna M. Moore
Labor Negotiator

Communications Workers
Of America



Dustin Robinett
CWA Representative

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