

AGREEMENT

Between

COMMUNICATIONS WORKERS OF AMERICA

and

CENTURYTEL OF ALABAMA, LLC



March 13, 2024 through March 12, 2029

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**AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS
OF AMERICA
AND
BRIGHTSPEED OF ALABAMA, LLC.**

This Agreement, made and entered into this 13th day of March **2024**, between Brightspeed of Alabama, LLC, d/b/a CenturyLink, their successors and assigns, collectively herein called Company and Communications Workers of America herein called Union. WITNESSETH:

**ARTICLE 1
RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining agency with respect to rates of pay, hours of employment, and other conditions of employment for all employees within the Alabama exchanges coming under the operating jurisdiction of the above-named company and within the job **titles** shown in Appendix A - Wage Schedules of this Agreement. All supervisory and professional employees and those performing confidential labor relations duties are excluded from the bargaining unit.

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 2
COMPANY-UNION RELATIONS**

- 2.1 Bargaining on wages, hours of employment, working conditions and other general conditions of employment shall be conducted by the duly authorized representatives of the Union and by the duly designated representatives of the Company.
- 2.2 The Union and the Company agree to certify to each other the

names of their respective officers and representatives who are authorized to represent the parties in collective bargaining.

- 2.3 Meetings concerned with the settlement of grievances, as covered under Article 9 of this Agreement shall be limited to two (2) employees in the first step meeting and three (3) employees in the second and third step meetings. In the event such scheduled meetings extend beyond the hours regularly scheduled for a work day or are scheduled outside the employee's normal working hours, no compensation will be paid by the Company for time consumed outside such hours.
- 2.4 In collective bargaining sessions not more than three (3) employee representatives shall be allowed time off with pay in attending collective bargaining sessions with representatives of the Company.
- 2.5 Both the Company and the Union agree to keep each other currently advised in writing of the names of their representatives who are authorized to handle grievances at each Step of the Grievance Procedure.
- 2.6 When notice from one party to the other is required under this Agreement, the parties agree to keep each other informed in writing of the name of the representative who is to receive such notices.
- 2.7 Union members who are certified in writing to the Company by the International Representative of the Union as having the right to be absent from their Company job for the proper performance of their lawful Union duties shall be excused without pay for not more than thirty (30) consecutive days in any one (1) calendar year. The granting of approval to more than three (3) employees at a time shall be in the Company's sole discretion. Any employee desiring to be so excused under this Section 2.7 shall notify the immediate supervisor at least seven (7) days in advance when the absence is to begin and for what period the employee expects to be absent. The Union agrees to exert its best efforts to insure that all employees desiring to be excused as provided in this paragraph will provide their immediate supervisors with as much advance notice as is possible. The status of employees absent under this Article shall be the same as for other employees excused from Company duties for personal reasons. The excusing of employees under this section shall not be carried out to the extent of withdrawing adequate protection to telephone service.

- 2.8 Employees whose Union duties require their absence from Company work for periods in excess of those covered in Section 2.7 above shall be granted a leave of absence, without pay, for consecutive periods not to exceed a total of two (2) years. No more than one employee shall be on such leave at one time.
- 2.8.1 Requests for such leaves shall be made by the employee and the designated International Representative of the Union in writing to the Company at least two (2) weeks in advance of the beginning of such leave the Company shall give a written reply to any such requests.
- 2.8.2 An employee granted a leave of absence under this section will notify the Company in writing at least two (2) weeks prior to termination of the leave that he/she will, or will not, return to work at the expiration of the leave.
- 2.8.3 Such employee, upon return from leave of absence, shall be reinstated to a job of equal pay to that in which the employee was last engaged prior to the absence, provided that the employee is then qualified to perform the work of that position.
- 2.8.4 When such employee has been reinstated, the employee shall be placed on the wage schedule appropriate for the job to which he/she returns at the rate received at the time that the leave began, adjusted for any wage rate changes within the schedules made during the period of absence.
- 2.9 Neither the Union nor its members shall carry on Union activities during time when any one of the employees involved is on duty. The Union may carry on legitimate Union activities in space where no Company work is being performed; and such Union activities shall be limited to small groups which will not interfere with the operation of the Company.
- 2.10 The Union shall be assigned adequate and proper space in Company buildings on which to place Union bulletin boards. Bulletin boards will be of a type and size approved by the Company, and such boards will be used to publicize any lawful Union activity or function. Nothing derogatory of the Company may be posted on such boards.
- 2.11 The Company will advise each new employee that there is a

collective bargaining agreement in existence. The Company will notify the Union President of the name, job title and location of any newly hired employee to the bargaining unit. **The Company shall notify the two (2) Local presidents of all bargaining job vacancies. The company shall allow the union to meet with each new hire for 30 minutes. The time spent in this meeting will be paid by the company.**

- 2.12 **The Company agrees to have this Agreement proofed and finalized and the Company will be responsible for providing each local president with an electronic copy of said agreement. Local 3972 and 3974 will be responsible for distribution of the agreement in a manner of their choice to their members. Both parties will endeavor to have the contract reviewed and proofed within 60 days after notice of ratification.**

ARTICLE 3 MANAGEMENT RESPONSIBILITY

- 3.1 Management Responsibility. It is the exclusive responsibility of the Company to manage the business and direct the work force except where expressly and specifically modified, limited, or restricted by the provisions of this Agreement. This shall include, but not be limited to, determining the size of the work force and the number of employees needed at any particular time or place; using improved methods, material or equipment; determining work assignments and tours; developing and administering work standards and performance requirements; and being the sole judge of the quality and acceptability of communications services rendered to the public. All other customary management rights shall be reserved solely to the Company.
- 3.2 Productive Work. The Company acknowledges a policy that management employees will not perform productive work of the same type or nature as normally assigned to bargaining unit employees as covered in Article 1. It is understood, however, that it is a normal function of management to perform productive work under conditions of emergencies, enforcement of safety practices, inspection of work completed by bargaining unit employees, work incidental to the training of employees to lend-a-hand, or to management duties, and when a qualified employee is not available.
- 3.3 Work and Safety Policies and Rules. 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), performance evaluations, 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.

- 3.4 New and Revised Jobs. When the Company determines that it is appropriate to create a new job title in the bargaining unit or to restructure an existing job title it shall give written notification to the CWA Staff Representative and the local Union President(s) at least fifteen (15) calendar days in advance. The notice will identify the job title, the new or revised job duties, and the wage rate. Following the notice to the Union, the Company may proceed to staff the new job title or implement the restructured job title. The Union shall have the right, by giving written notice within thirty (30) calendar days from receipt of the notice, to request negotiations concerning the wage rate established by the Company. If the Union does not timely request negotiations, the new or restructured job title will become permanent as will the wage rate. The parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union.

If the Union timely requests negotiations and the parties are unable to reach agreement on the wage rate, the Union may submit the issue to arbitration in accordance with Article 10.3 of this Agreement.

Within not less than fourteen (14) days prior to any arbitration hearing, each party will submit to the other its final offer (i.e., the wage rate that is appropriate) and neither party may thereafter change the offer without consent of the other. Notwithstanding the limitations on an arbitrator's authority under Article 10.3, if it is a new job title the Arbitrator may select between the proposed wage rates and issue an appropriate opinion and order. If a restructured job title, there shall be a change in wage rate only if the Arbitrator finds that there has been a substantial change in job responsibilities which justifies an increase or decrease in the existing wage rate. If

the Arbitrator determines that a substantial change has occurred, the Arbitrator shall then select between the proposed wage rates and issue an appropriate opinion and order.

- 3.5 Crossing Jurisdictional Boundaries. At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units and/or non-represented employees may be required to work at Company locations within the bargaining unit jurisdiction performing bargaining unit work. This work will be confined to unusually high service workloads, STD absences, and service effecting emergencies.

Any overtime within a represented area must be offered to represented employees in the affected work group before being given to non-represented employees.

Any job vacancies occurring within a represented area will be filled in the represented area as opposed to a non-represented area.in accordance with Section 16.2.

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

Should an involuntary lay-off occur within the bargaining unit no non-represented employee will be permitted to perform work within that title and work location except for service effecting emergencies.

When bargaining unit employees are physically performing work within the jurisdiction of a different local union and/or non-represented areas in which there exists a higher rate of pay for the same work, the employees will be paid the basic wage rate of their regular job or the basic wage rate of the job to which that employee is working, whichever is higher.

- 3.6 Home Garaging. The Company, at its sole discretion, may elect to offer certain work groups the opportunity to

participate in Home Garaging. Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 3.3 of this Agreement.

ARTICLE 4 NO STRIKE - NO LOCKOUTS

- 4.1 During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, 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 4.1 shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.
- 4.2 During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.
- 4.3 In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee engaging in any activity in violation of Section 4.1 shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.
- 4.4 Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE 5 PAYROLL DEDUCTION OF UNION DUES

5.1 Union Dues

- 5.1.1 The Company will make payroll deduction of Union dues for employees covered by this Agreement, upon receipt of a

written authorization, and pay over to the Union the amount thus deducted.

5.1.2 It is understood that any authorization of dues deduction shall be canceled by the employee, or by an authorized representative of the Union, at any time upon thirty (30) days' written notice to the Company.

5.1.3 Dues deduction for each employee shall be suspended for the month in which there are not sufficient earnings in the payroll period when dues deductions are made and such dues deductions shall be automatically resumed when there are sufficient earnings in the payroll period in which dues are deducted.

5.1.3.1 The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the next month, if earnings are sufficient. In no event, however, will deductions be made for more than one month's dues in arrears.

5.1.4 The Company will furnish the Union each month a duplicate list showing:

5.1.4.1 The names and payroll number of each employee in the bargaining unit, which will show the amount of dues deductions made that month for each employee for whom the Company holds effective payroll deduction authorization cards.

5.1.5 The Union agrees to reimburse the Company at a total charge of fifteen dollars (\$15.00) for each month.

5.2 CWA – Cope Political Deduction

5.2.1 The Company agrees to make deductions of monthly CWA-COPE Political Contributions from the pay of an employee, upon receipt of a payroll Authorization card(s) properly executed by such employee and witnessed and to pay over to the Secretary-Treasurer of the International Union the amounts thus deducted.

5.2.2 The Company will furnish the Union each month, a list showing:

5.2.2.1 Each member's name and the amount of CWA-COPE deductions.

5.2.2.2 Names of Employees with deductions.

5.2.2.3 An indication of no deductions deducted because of insufficient earnings.

5.2.3 If for any reason the Company is unable to make the authorized monthly deduction from an individual's pay in any payroll period, the Company will deduct the accumulated authorized deduction in an ensuing year when the employee's pay is sufficient. However, in no event will deductions be made for more than one month in arrears

5.2.4 When an employee is granted a leave of absence, any authorization for CWA-COPE deduction shall be automatically suspended and resumed if an Individual on leave is placed on the payroll.

5.3 Indemnification to Company

The Union agrees that the Company assumes no liability in the administration of this Article 5, and further agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary or otherwise.

5.4 The Company's obligations under Articles 5.1 and 5.2, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the termination of this Agreement (or the 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.

ARTICLE 6 SENIORITY

6.1 Probationary Period. New employees and part-time employees shall serve in a probationary status for at least one thousand forty

(1,040) straight-time hours worked and may be disciplined up to and including termination in the Company's sole discretion without cause and without access to Article 10. An employee who successfully completes this period shall become a "regular" employee, and will acquire seniority as of the initial date of hire.

- 6.2 Seniority. The term seniority, as used in this Agreement, shall mean the length of continuous service with CenturyTel or any of their predecessors or affiliates. For employees of Verizon who were active employees working in the exchanges purchased by the Company on June 30, 2002, and became active employees of CenturyTel on that date, it also includes the seniority recognized by Verizon as of that date. Seniority ceases to exist at any separation from employment, regardless of the reason or cause, subject to possible Bridging of Service as described below.

Service as a part-time employee will not count toward seniority unless the employee becomes a regular employee.

- 6.2.1 Part-time employees shall accrue seniority on the basis of time actually worked. A part-time employee shall have the seniority date adjusted when the employee has completed the probationary period at the straight time rate since initial employment or since the last adjustment.

- 6.2.2 When two (2) or more employees have the same seniority date, the following will determine the employee who is most senior:

For employees hired before March 13, 2009, the employee having the lower social security number, using the full number, will be the senior.

For employees hired on or after March 13, 2009, the employee having the lower social security number, using the last two digits of the employee's social security number, will be the senior.

- 6.2.3 Upon transfer within CWA, CenturyLink family of locals, bargaining unit members' seniority shall be recognized within and between CWA bargaining units. Employees entering this unit from a non-bargaining unit position will be credited with seniority equal to the accredited service accumulated in this unit.

6.2.4 A former bargaining unit employee who has retired will have their seniority date start from date of reemployment into the bargaining unit.

6.3 Bridging of Service. Upon reemployment, following any separation from employment, an employee may qualify for “bridging of service.” Bridging of service shall be available to former employees of the Company in accordance with the Bridging of Service Policy applicable to non-represented employees of the Company. However, bridging of service shall only be for purposes of vacations, seniority and customary applications of seniority such as selection of vacation, shift selections, promotions, transfers and force adjustments (except as provided for in sections 6.2.3 and 6.2.4). Bridging of service for pension purposes will be governed by the Pension Summary Plan Description. Official Company records shall be used for the verification of all prior service.

6.4 Loss of Seniority.

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

6.4.1.1 Any resignation from employment;

6.4.1.2 Any termination of a probationary, occasional or temporary employee, or of a part-time employee or any termination of a regular employee for just cause;

6.4.1.3 Absence from work for more than the maximum period established in this Agreement for a leave of absence or layoff;

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

6.4.1.5 Failure to report to work on the date specified in any recall from layoff notice mailed at least fifteen (15) calendar days in advance to the last address listed in the employee’s personnel file unless the employee has earlier received Human Resources’

written approval for an adjusted return date.

ARTICLE 7 HOURS OF WORK - BASIS OF COMPENSATION

- 7.1 Work Schedules. Work schedules for all employees for the next calendar week shall be officially posted by 3:00 PM on Thursday to show for each such employee the scheduled or assigned tours for that week including the starting and ending time of such tours and the time of meal periods.
- 7.1.1 Employees with more than twelve months in their present job **title** will be able to exercise their seniority rights in the selection of weekly tours.
- 7.2 The Company agrees to assign hours in accordance with the preference of employees in the order of their seniority provided that such scheduling results in meeting service requirements.
- 7.2.1 Changes in Tours and Days Off. At the request of the employee or employees involved, and by mutual consent between the supervisor and such employee or employees involved, tours and days off may be exchanged, or individually posted work schedules may be changed.
- 7.2.2 Saturday and Sunday Assignments. For employees whose normal work schedule would include Saturday and Sunday work, days off during the calendar week shall be rotated among those employees in the work group provided that such scheduling results in meeting service requirements.
- 7.2.2.1 When an employee is scheduled by the Company more than five days in one week, the employee's normal day off, or rotating day, will be paid as a nonscheduled day.
- 7.2.2.2 Such Saturday and/or Sunday assignments shall be rotated among those employees regularly assigned to the work.
- 7.3 Holiday Assignments. For employees whose normal work schedule would include holiday work, such work assignments shall be made equitably.
- 7.4 Relief Periods. All employees shall be assigned or allowed one

fifteen minute relief period during each session worked. Such relief periods shall be assigned as near the midpoint of the session as is feasible.

7.5 Overtime and Sunday Pay. The overtime rate is one and one-half (1.5) times the basic rate of pay and is paid under the following conditions:

- a) All hours worked after an employee has worked 8 hours at the basic rate of pay in a workday
- b) All hours worked after an employee has worked 40 hours at the basic rate of pay in a workweek
- c) All hours worked on Sundays
- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 25.4

7.5.1 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 Sunday;
- Paid union time off for joint meetings with the Company

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

- Bereavement, Jury Duty, Witness Duty, Short-term Disability (STD), Worker's Compensation, Military, Unscheduled vacation/personal holiday, **inclement weather** and any other paid time off not listed above;
- Any non-paid time off, including non-paid union time;

- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold);
- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate
- Any hours worked on a non-scheduled Sunday

7.5.3 Insofar as practicable, opportunity for overtime work shall be equalized among all those employees within a workgroup doing similar work.

7.5.4 Overtime work will generally be assigned to those employees who normally perform the work operations involved in the overtime assignment, providing they are readily available and have required skills.

7.5.5 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. It is understood that employees may be requested to work call out hours and employees are expected to be available and to generally accept call outs. In order to meet this obligation employees must provide the Company with a can be reached number or utilize the Company-provided phone after hours. Failure to promptly return phone messages left by the Company will be considered unavailability for call out.

ARTICLE 8 NORMAL WORK SCHEDULES

8.1 Normal Work Day - All Departments

8.1.1 Eight (8) hours of time on duty shall constitute a normal tour of work.

8.2 Normal Work Week - All Departments

8.2.1 Five tours shall constitute the normal work week. Assignments of daily tours shall be between the hours of 12:01 AM, Sunday, to 12:00 Midnight the following Saturday.

- 8.3 The Company may establish a ten (10) hour day, four (4) day workweek. The terms of this agreement shall take precedence over the principal agreement between the parties.
- 8.3.1 The Company will seek volunteers first. If there are not enough volunteers then management will select the employee groups, locations, and occasions where the "four-ten" schedule will apply and select by least senior.
- 8.3.2 Overtime. Overtime will be paid for hours worked in excess of ten (10) in any one (1) day or forty (40) in any one (1) week.
- 8.3.3 Holidays. Weeks which include any fixed holiday will be worked and paid on the basis of five (5), eight (8) hour days.
- 8.3.4 Vacation and Personal Holidays. Vacation and personal holiday shall be paid on the basis of a ten (10) hour day.
- 8.3.5 Authorized Paid Absences (death in immediate family, jury/witness duty, and "other reasons"). In those instances where payment is provided for authorized absences, the pay will be up to ten (10) hours per day.
- 8.3.6 Short-Term Disability and Worker's Compensation Benefits. For an employee working the "four-ten" schedule, payments will be made on the basis of a ten (10) hour day.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 The procedure for the adjustment of a grievance between the Company and the Union, or any employee or employees, as to an unjust discharge, unfair discipline, or other unfair or improper treatment as to the interpretation or alleged violation of the terms of this Agreement shall be as follows:
- 9.2 No grievance shall be recognized to exist unless it is presented, as provided herein, within twenty (20) calendar days after its original occurrence.
- 9.3 Grievances filed after the effective date of this Agreement and involving alleged violations occurring during its term shall be presented and processed in the following manner and within the time limits and according to the procedures established in this

Section. Grievances not so presented or processed shall be considered waived by the Union:

Informal Step - The grievance will be submitted orally or to the aggrieved employee's immediate supervisor. The supervisor will meet and explore the problem and give a decision within seven (7) days. Discharge cases will be initiated directly at the step 1.

STEP 1 Area/General Manager - If the immediate supervisor's answer is not satisfactory to the Union, the grievance may then be submitted in writing on a form provided by the Company to the Area/General Manager or designee within seven (7) calendar days after receipt of the supervisor's answer; and he/she shall meet with the Union grievance committee (meeting may be held via telephone conference with mutual consent) within ten (10) calendar days after receipt of the written grievance. The Area/General Manager or designee will give a written decision within seven (7) calendar days after the meeting.

- 9.3.1 The written statement shall set forth the general nature of the grievance briefly, but in sufficient detail that dates, times, occurrences and the nature of the circumstances causing the grievance can be readily identified. The statement shall contain a reference to the specific contract article believed to be violated and the desired remedy.

It is understood that an International Representative of the Union may be present on the Union's behalf and a representative of the Human Resources Department may also be present during this Step and onward.

STEP 2 Labor Relations - If the Area/General Manager or designee's answer is not satisfactory to the Union, the grievance may be submitted in writing to the Manager - Labor Relations and/or designee within twenty (20) calendar days after receipt of the answer in Step 1. The Manager - Labor Relations and/or designee will meet and discuss the grievance with the Union grievance committee (meeting may be held via telephone conference with mutual consent) within fifteen (15) calendar days after receipt of the grievance at Step 2 and shall have 15 calendar days after the meeting to give an answer.

- 9.4 Nothing contained in this article shall be construed to restrict in any way the individual right of employees to present grievances

directly to the Company provided the Union has been given an opportunity to be present at the adjustment and such adjustment does not conflict with any terms or provisions of this Agreement.

9.4.1 Employee presented grievances shall only be handled in accordance with the procedures outlined in Section 9.3 above.

9.5 Any claim for back wages shall be limited to the amount of wages the employee would otherwise have earned at the employee's basic rate as described in Section 10.4.

9.6 It is understood that the parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed. Any waiver agreed upon shall be either made in writing or confirmed in writing. Any grievance not timely answered by the Company may, in the Union's sole discretion, be appealed to the next step by giving timely notice from the date the answer was due.

9.7 Grievance settlements at Step 1 and Step 2 shall be binding on the parties only with respect to the particular circumstances and the employee or employees involved in the grievance so settled and shall not be considered in any way as having a precedent-setting effect on any future grievance or grievances. By mutual agreement, the parties may also agree that a grievance settlement at Step 3 shall have this same effect.

ARTICLE 10 ARBITRATION

10.1 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 the Union. To do so the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Alabama, Tennessee or Florida to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Manager - Labor Relations, within thirty (30) calendar days of the Step 3 answer (or any default in answering) or the conclusion of mediation.

10.2 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) 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.

- 10.3 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.
- 10.4 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 wages, from any source, Workers' Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been 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 back pay 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 seven (7) calendar days of its conclusion. If the appeal is upheld, the Union shall then request hearing dates from the arbitrator previously selected under Section 10.2 and the Company's grievance liability will resume as of the date of that request.

- 10.5 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.
- 10.6 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 11 ABSENCES FROM DUTY

11.1 Administrative/Personal Leaves.

Administrative/Personal leave of absence without pay may be granted by the Company in its discretion, with approval or disapproval to be based upon its individual merits, taking into account all factors the Company deems pertinent. 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.

11.2 Family and Medical Leave. Family and medical leave will be granted to an eligible employee for a qualifying reason under the federal family and medical leave act and/or any applicable state family and medical leave law. Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that/those law(s), and any additional benefit required under this Agreement. Any changes in the Company's existing FMLA policies and rules shall be subject to Section 3.3 of this Agreement.

11.3 Medical Leave. Medical leave without pay will be granted to an employee who is unable to perform one (1) or more of the essential job duties because of illness, injury or other medical conditions, including pregnancy and childbirth and on-the-job injuries. Except as otherwise required by law, medical leave, including any time which qualifies as family and medical leave under Section 11.2 above, is limited to a cumulative total of six (6) months in any twelve- (12-) month period.

NOTE: Subject to satisfying eligibility requirements, an employee may be eligible for workers' compensation or Sickness and Disability Leave Benefits or Long-Term Disability Benefits.

11.4 Military Leave. Military leave, including eligibility for pay, benefits and reinstatement, shall be as required by applicable

federal and/or state law(s) and in accordance with Company policy on military leaves in place at the time. An employee who has not taken entitled vacation in the calendar year may take the vacation due prior to reporting for military service or a cash payment in lieu of vacation may be paid, but the election shall be made by the employee.

11.5 Rules Governing Leaves. Except as provided in Sections 11.1-11.4 above, the following rules shall also apply:

11.5.1 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 written permission of the Company. Working for another employer during leave shall constitute grounds for termination of employment.

11.5.2 Applying for unemployment compensation during leave may constitute grounds for termination of employment, except this shall not be applicable where the employee has requested reinstatement in accordance with the provisions of this Article and no work is available.

11.5.3 Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible and has satisfied the conditions applicable to the granting of the initial leave.

11.5.4 Company may require at Company expense such physical or other professional examinations from health care providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act, 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 medical leave or family and medical leave or additional sick leave; applies for or is receiving sick pay or long-term disability benefits financed by the Company; and “fitness for duty” examinations.

11.5.5 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.

11.5.6 The Company maintains the right to modify or amend the administration guidelines described in the Company's Leaves of Absence Policy subject to Section 3.3 of this Agreement.

ARTICLE 12 PAID ABSENCES

12.1 Bereavement Leave. Bereavement leave with pay shall be granted to a regular employee because of death in the employee's immediate family for necessary absent time as determined by the Company but not to exceed:

- o Five (5) scheduled work days for the following immediate family members – husband or wife, son or daughter, mother or father, domestic partner, stepmother, stepfather, stepchild.
- o Four (4) scheduled work days for the following family members - sister or brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts, uncles, grandmother, grandfather, grandparents-in-law or grandchild.

Pay shall be at the employee's straight-time hourly rate, and bereavement leave and/or pay shall be for the sole purposes of allowing time from work to grieve, assist in making arrangements and/or attend the funeral or services.

Employees will be granted a personal holiday or day-at-a-time vacation day to attend the funeral of nieces and nephews. In the event the employee has already used all available personal holidays and day-at-a-time vacation days, he will be granted one day off without pay.

12.2 Jury Duty Leave. Jury duty leave shall be granted to a regular employee who is required to serve on a jury under some form of subpoena or court order for that period of time and any involuntary extensions. Pay for leave shall be based upon the straight-time hours of work actually scheduled and missed as a result of the obligation.

However, any employee who is excused from such jury duty at or before noon that day will contact his/her supervisor for such assignment as is reasonable under the circumstances.

- 12.3 Witness Duty Leave. Witness duty leave shall be granted in the same manner as jury duty leave and subject to the same conditions and benefits provided no reimbursement is available if the employee is a plaintiff or a defendant in a legal action not arising out of employment (if arising out of employment reimbursement it shall be determined by the circumstances involved).

ARTICLE 13
SHORT-TERM DISABILITY AND
WORKER'S COMPENSATION BENEFITS

13.1 Short-Term Disability Benefits

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

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

Personal Holiday/Vacation hours must be utilized 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 Personal Holiday hours first and then vacation hours before hours can be taken unpaid. If an employee does not have available Personal Holiday/Vacation hours, those hours for which Personal Holiday/Vacation time is not available shall be non-paid.

13.1.2 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.

13.1.3 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.

13.1.4 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 the basic rate. Basic rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

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

years of service as determined by the employee's service anniversary date.

If your length of service is	Then benefits at 100% of Basic Rate are paid for:	And benefits at 60% of Basic Rate 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

b) For	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

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

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

c) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.

d) STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan's STD administrative requirements, or c) the Plan's benefits as described in this Article have been exhausted.

13.1.5 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.

13.2 Worker's Compensation Benefits

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

13.2.2 For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019, the Company will provide an employee a salary continuation benefit (called Supplemental Workers' Compensation Pay or SWCP) equal to 85% of basic rate 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, 2019, the Company will provide an employee a salary continuation benefit (called Supplemental Workers' Compensation Pay or SWCP) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.

Effective 1/1/23, for eligible employees that have completed one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the eighth (8th) 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.

13.2.3 An employee is never entitled to more than 85%/70% of basic rate 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 basic rate 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.

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

ARTICLE 14

EXPENSES, BOARD AND LODGING, TRANSFERS

14.1 When an employee is transferred to a job having a lower wage schedule, the employee's rate of pay shall be reduced to the amount next below the present wage rate on the wage schedule applicable to the employee's new job title.

14.1.1 Within two years after being promoted, should an employee return to his/her last-held job title, the employee's rate of pay shall be adjusted to the wage rate that would have applied had the employee remained in the last-held job title.

14.1.2 When an employee is placed in a lower classification as a result of a force reduction and the employee's wage rate prior to the force adjustment is in excess of the maximum wage rate for the new job, the employee's wage rate will be adjusted to the maximum rate for the new job, effective at the beginning of the sixth payroll period which occurs after the effective date of the reclassification. When the employee's rate of pay at the time of the adjustment is equal to or less than the top rate of the new job, the

employee shall be paid at his existing rate.

14.2 When an employee is promoted to a higher rated job, the employee's wage rate will be adjusted to the amount next above the present wage rate on the wage schedule applicable to the employee's new job title.

14.2.1 The employee will progress on the new wage schedule to the next applicable rate within the same number of months that the employee would have progressed on the prior schedule, and progress thereafter in accordance with the wage schedule.

14.3 When a job is to be filled by transfer from one job to another or from one location to another, and no one has requested transfer under Section 14.1 above, the job will be offered to qualified employees in their order of seniority. In the event no one accepts the job, the job will be filled by transferring the junior employee in the location from which the transfer is made who has sufficient qualifications to fill the job.

14.3.1 In case of transfer made at the request of the Company, the request will be presented by a representative of the Human Resources Department, and the employee shall be reimbursed for actual costs of transportation, meals, lodging for the employee and members of the employee's immediate family residing with him/her, including drayage costs for moving the employee's household furnishings, upon presentation of receipted bills for such items. The employee shall suffer no loss of basic pay for reasonable time off to arrange for and move household furnishings.

14.4 When an employee is selected to fill a job through job bidding any transfer or moving expense will be borne by the employee.

14.5 When an employee is assigned to work away from his/her normal reporting work location which requires overnight absence(s) as determined by the Company, meal, lodging, transportation and other necessary expenses will be paid by the Company. The employee may elect to submit actual receipts for meal expenses not to exceed reasonable costs for the area or receive a fixed meal allowance of forty-four (\$44.00) dollars per day. The employee must select one option only. All expenses must be submitted through the company expense reporting system (Concur).

- 14.5.1 In those cases where the employee requests and is approved by the Company to commute in his/her personal vehicle to and from his/her established home, the employee will be paid daily mileage allowance in accordance with the approved Company rate.
- 14.6 When employees are temporarily assigned to attend a Company sponsored school away from their headquarters, they shall suffer no loss of basic pay for reasonable travel time. The employee's immediate supervisor may grant permission for the employee to use his/her own vehicle and be reimbursed at the standard mileage rate per mile authorized by the Company. This mileage will be modified during the term of this Agreement to match the Company standard authorized mileage rate.
- 14.6.1 Employees on such temporary assignments in excess of three (3) weeks will be allowed to return to their headquarters once every three (3) weeks with reasonable travel expenses paid by the Company provided they do not absent themselves from class.
- 14.7 On assignments to temporary locations of more than forty-five (45) miles from the employee's normal reporting work location, which do not require overnight absence(s) as determined by the Company, employees may elect, at their option, to submit actual receipts for meal expenses not to exceed reasonable costs for the area, or receive a fixed meal allowance as follows:

Breakfast	\$10.00
Lunch	\$16.00
Dinner	\$20.00

- Employees will be entitled to breakfast allowance if required to work at least two hours before the start of their regularly scheduled shift. Employees will be entitled to dinner allowance if required to work at least two hours beyond their regularly scheduled shift. Employees eligible for the dinner allowance as described above will not also be entitled to the meal allowance described in Article 14.8.
- 14.8 Employees will be reimbursed sixteen (\$16.00) dollars for a meal allowance after working three (3) consecutive overtime hours immediately following his/her scheduled tour. It is understood that the company shall only reimburse employees for meals actually

eaten.

ARTICLE 15 TEMPORARY ASSIGNMENT

- 15.1 A regular employee temporarily assigned to the work of a higher rated job for at least two (2) hours shall be paid a differential as defined below for all the period of the temporary assignment. Upon returning to the regular job title, the rate of pay shall be adjusted to that which the employee would have been making had he/she remained on his/her regular job.
- 15.1.1 Assignments from Wage Group 3 to Wage Group 2 – \$1.75/hr.
- 15.1.2 Assignments from Wage Group 2 to Wage Group 1 - \$8.25/hr.
- 15.2 A regular employee temporarily assigned to the work of a lower rated job shall continue to receive the rate of pay applicable to his/her regular job.
- 15.3 Employees working in any of the job titles covered under this Agreement may be required to perform work typically performed by another job title when deemed necessary by the Company and provided such assignment does not cause an employee to be laid off.

In the event that a temporary assignment is required, the company will first seek volunteers to work the assignment **in seniority order for such assignments and if there are no volunteers then the assignment will be based on inverse order of seniority. A temporary assignment will in no case exceed 90 days in a calendar year.**

- 15.4 Out-of-Town Assignments - When temporary out-of-town assignments are required, such assignments will be based upon seniority within the work from which the employee is to be selected, provided:
- 15.4.1 The Company is aware of the need for the out-of-town assignment at least ten days before the effective date of the assignment.
- 15.4.2 The length of the assignment is to be more than one week.

- 15.4.3 Service requirements permit selection based on seniority.
- 15.4.4 The above provision will not require the Company to make out-of-town assignments on the basis of seniority when doing so would result in an undue hardship to the employee or the employee's family.
- 15.4.5 The above will not apply for assignments made for training purposes.
- 15.5 When the Company has determined to provide the entire workgroup specific training, in as much as practical, the Company will offer the senior employee, by reporting location and workgroup, the opportunity to attend the training.

ARTICLE 16
JOB VACANCIES/PROMOTIONS

- 16.1 Job vacancies within the bargaining unit shall be filled through this procedure. Temporary or Part-Time job vacancies are excluded.
- 16.2 Job postings will be available on-line on the Company's internal website. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids.
- 16.3 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.
- 16.4 It is understood that a regular employee who has at least twelve (12) months in his/her present job title and location may apply online for a job vacancy posted on the Company's intranet website during the job posting period, with the exception of **Svc Techs** and **Network Techs**, who must have at least twenty-four (24) months in his/her present job **title** and location. This requirement may be waived by the Company when required by conditions of the business or with supervisory approval.

- 16.5 The Company shall first attempt to fill the vacancy from those qualified employees submitting a job bid request online via the Company's intranet website. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and 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 and performance (and any performance evaluations), applicable technical education, attendance, etc. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate from any source as determined by the Company. Seniority will govern in the event multiple internal candidates are deemed most qualified. All candidates will be treated equally in regards to criteria for selection used.
- 16.6 In the event there are no qualified or valid bids the Company may fill the vacancy at its discretion.
- 16.7 An employee promoted to a new position will be given up to ninety (90) calendar days to demonstrate his/her qualifications and abilities. If he/she does not qualify within such time, he/she shall be returned to the position formerly held.
- 16.8 An employee who is selected for a job vacancy in accordance with Article 16 normally will be placed in the job within thirty (30) days from the date of acceptance. The job title change will be effective a maximum of forty-five (45) days from the acceptance of the new position.

ARTICLE 17

FORCE ADJUSTMENTS

- 17.1 Whenever the Company deems it necessary to part-time or lay off regular employees, such force adjustments as it may be deemed necessary shall be made effective among employees in the designated job **title** and location within the workgroup through part-time or layoffs, or both. The Company will provide fourteen (14) calendar days written notice of a surplus condition. Job Vacancies/ Promotions in Article 16 will not be used in filling job

vacancies approved for staffing if such use would prevent the Company from offering equal or lower vacant positions to qualified employees who are surplus.

- 17.2** To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to reduce and/or eliminate the surplus 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 Severance Allowance in accordance with Article 20 of this Agreement that would be provided to the least senior employee in the affected job classification and location and will receive all other entitlements due them. The Company may also substitute part-timing or combine part-timing with layoffs as it deems appropriate.

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.

- 17.3** Force adjustments will be effected in accordance with the following procedure:

Senior employee(s) in the job title and location impacted by any force adjustment will first be permitted to volunteer for layoff and, if multiple requests are received, those requests will be granted in descending seniority order. Employee(s) who volunteer for layoff and are granted their request will be eligible for termination allowance in accordance with Article 20, and will not be eligible for recall rights. In addition, the Company will have no restrictions regarding contractor usage within the job title and location affected by the voluntary layoff.

Should involuntary work force adjustments be necessary they will be administered as follows:

- 17.3.1** Temporary and or occasional employees will be separated first within the designated job title and location within the workgroup.

- 17.3.2 Probationary employees will be separated within the designated job title and location within the workgroup.
- 17.3.3 Regular part-time employees will be separated within the designated job title and location within the workgroup.
- 17.3.4 Regular employees will be separated within the designated job title and location within the workgroup.
- 17.3.5 The employees shall be laid off within the designated job title and location within the workgroup in the inverse order of seniority.
- 17.3.6 An employee notified by the Company that he/she is to be laid off shall have the following two options:

Claim a job in the employee's current job title in the closest geographical location within the bargaining unit, and which currently is being filled by an employee having less seniority.

Claim a job equal to or lower than the employee's current job title, in a job title which the employee has either previously held and is deemed qualified to perform by the Company with minimal refresher training (defined as 40 hours or less) or is deemed qualified by the Company as a result of current skill level, in the closest geographical location within the bargaining unit and which currently is being filled by an employee having less seniority.

- 17.3.7 Employees that do not have seniority rights in their current job title, a previously held title, or that are not deemed qualified by the Company will not have bumping rights and will be laid off.
- 17.4** In making force adjustments in accordance with this Article, job vacancies approved for staffing will be exempt from the Job Vacancies/ Promotions outlined in Article 16. Such job vacancies approved for staffing within the bargaining unit during a surplus situation will be made available in seniority order to the most senior qualified surplus employee who meets the minimum acceptable job qualifications for the job vacancy.
- 17.5** An employee shall not accumulate net credited service or seniority while on layoff, but shall retain seniority and continuity of net

credited service as of the date of layoff for a period not to exceed twelve (12) months from the date of layoff; such employee will cease to have seniority which may give any right of recall.

17.5.1 Laid off employees shall be offered reinstatement to the former position or one previously held by the employee provided that the job can be performed with minimum additional training before new employees are engaged.

17.5.2 When the Company has a job vacancy to which an employee has recall rights, it will send a registered letter to the former employee's last known address as shown in the Company personnel file. Former employees who are still qualified to perform the duties required in the available job shall be notified in the inverse order in which such employees were laid off. The former employee shall advise the Company, by telephone to its Human Resources Department, of acceptance or rejection within five (5) days after the date the Company letter is received or delivery was attempted, and shall report for work within fifteen (15) days after the date the Company letter is received. Refusal to accept recall to a job of equal pay to the one from which the former employee was laid off or failure to reply to the Company's letter will cause the former employee to forfeit any further right to employment under this provision.

ARTICLE 18 VACATIONS

18.1 Vacations shall be granted to regular full-time employees at their basic rate of pay in accordance with the following schedule:

0 but < 1 yr	0*
1 yr < 5 yrs	80 hrs
5 yrs < 10 yrs	120 hrs
10 yrs < 15 yrs	140 hrs
15 yrs < 20 yrs	160 hrs
20 yrs < 25 yrs	180 hrs
25 yrs and over	200 hrs

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

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

- 18.2 Regular part-time employees scheduled for 20 to 30 hours per week are eligible for one-half (1/2) of the vacation time that a full-time employee with the same length of service is entitled to. Vacation time for employees changed from part-time to full-time, or full-time to part-time, is determined on a prorated basis for the time worked in the respective status during the year
- 18.3 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.

- 18.4** Effective 1/1/23 Personal Holiday/Vacation hours must be utilized for all incidental absences from work and for the first five (5) consecutive scheduled workdays of an occupational/non-occupational disability related absence (STD waiting period). The employee must use all available Personal Holiday hours first and then vacation hours before hours can be

taken unpaid. However, when the absence is Workers' Compensation related, the employee will have the opportunity to elect whether to take vacation/personal holidays or an unpaid absence or any combination of the three. If an employee does not have available Personal Holiday/Vacation hours, those hours for which Personal Holiday/Vacation time is not available shall be non-paid.

Scheduled vacation/personal holiday are those hours selected by the employee in accordance with the selection process outlined in this Article, or requested by the employee outside the selection process but approved by management. Scheduled vacation/personal holiday hours are included as part of the standard work week for overtime purposes.

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

18.5 Vacations may be taken any time during the calendar year, subject to service requirements, and vacations may be split into periods of calendar weeks if desired. Selection of vacation time will be based upon seniority in each work group.

18.5.1 The Company will make available to each work group, on or about November 1 of the preceding year, a vacation schedule showing the number of employees in each work group who can be off during a given period, in order of seniority, together with the vacation allowance for which each is eligible.

18.5.2 Starting on or about November 1, the Company will make a reasonable effort to contact employees, in the order of their seniority, so that they may choose a vacation period from those available. Employees not making a selection at the time of contact and employees whom the Company was unable to contact after a reasonable effort to do so, shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time

prior to December 1. Except by mutual agreement, vacation periods for employees failing to meet this requirement shall be assigned by the Company.

18.6 Up to a maximum of three (3) week's vacation may be taken one-day-at-a-time. Two (2) weeks of vacation may be taken in an hour at a time increments. In selecting vacations in such a manner, the following rules shall apply:

18.6.1 Full weeks of vacation shall be selected or assigned first. Eligible employees desiring to take vacation one-day-at-a-time may take no more than five (5) days of this vacation during each calendar quarter. Eligible employees will indicate on the vacation schedule posted for selection in accordance with Article 18.5 above, the quarters in which they desire to take two of these vacation days.

18.6.2 Written request for single days and hour at a time increments will be granted with supervisory approval.

18.6.3 All requests submitted thirty (30) days prior to the desired vacation day will be considered in order of receipt. Such requests received on the same day shall be considered based on seniority.

18.6.4 Requests submitted from thirty (30) to eight (8) days prior to the desired vacation day will be considered based on seniority but after above.

18.6.5 Requests submitted less than eight (8) days prior to the desired vacation day will be considered in order of receipt, but after 3 and 4 above.

18.6.6 All choices and subsequent changes will be by mutual agreement between the employee and the supervisor. However, when an employee voluntarily accepts a vacated position within four (4) months, he/she may be required to reschedule his/her remaining vacation based on business needs.

18.7 Employees eligible for three (3) weeks or more of vacation may bank a limited number of weeks each vacation year in accordance with the following provisions:

- 18.7.1 Employees eligible for three (3) or more weeks of vacation may bank a maximum of one (1) vacation week for each vacation year.
- 18.7.2 Employees eligible for four (4) or more weeks of vacation may bank a maximum of two (2) vacation weeks for each vacation year.
- 18.7.3 Such banked vacation shall be subject to advance written application.
- 18.7.4 Future scheduling of such banked accumulated vacation is subject to Company approval.
- 18.7.5 Banked vacation may be accumulated to a maximum of three hundred sixty (360) hours.
- 18.7.6 Employees terminated for cause, will not forfeit banked vacation.**
- 18.8 Employees may carry over into the following year up to forty (40) hours of vacation. However, all carried over vacation must be taken by December 31 of the following year and may be taken in full weeks or in day-at-a-time increments. This carried over vacation must be taken from the available weeks remaining after the regular vacation selection procedure has been completed. Any carryover hours not used by December 31 will be forfeited.
- 18.9 An employee who is hired or transferred into this bargaining unit from any other CenturyLink facility or entity will receive vacation time as established under this Article 18, but when appropriate the vacation amounts established herein shall be reduced (prorated) to reflect vacation time (or its equivalent) previously credited for any part of the same period of time (anniversary or calendar year).
- 18.10 An employee who has a death in the immediate family (as defined in 12.1) on the first day of any full week of vacation, to include the preceding Saturday or Sunday, and notifies his/her supervisor by Monday of that week, may substitute bereavement leave for the approved number of days (up to 5, at the discretion of the supervisor) in lieu of vacation for that week.
- 18.11 Upon completion of vacation selections if a vacation period becomes vacant or available, an employee otherwise eligible for a vacation week will be offered at the same time to the part of the work group that was unable to select that week. After all

employees that were blocked from selecting the vacated week has had a chance to pick based on seniority. If the vacant week is not selected, that period will become available to the rest of the work group.

ARTICLE 19 HOLIDAYS

19.1 The Company recognizes the following designated holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve**
- Christmas Day
- Seven (7) Personal Holidays

19.1.1 On or about December 1 of each year the Company will post the day and date of holidays to be observed during the next year.

19.1.2 While it is recognized that there may be appropriate exceptions, each employee is expected to notify the supervisor at least ten (10) days preceding the day desired to observe as a Personal Holiday(s) of that management may review work requirements to determine that the day(s) requested is available so that the schedule may be properly posted. The supervisor may waive this requirement. Employees may be granted a Personal Holiday under special circumstances without regard to the time limit as provided herein with the approval of the supervisor.

19.1.3 Personal Holidays must be utilized during the calendar year. Personal Holidays may not be carried over into subsequent years and will be forfeited if not utilized. In order to help avoid any loss of time employees should use Personal Holidays before using day-at-a-time vacation. Eligible employees will be required to utilize a minimum of five (5) Personal Holidays prior to September 30 each year. Eligible employees must indicate his/her choice of

all remaining Personal Holidays no later than September 30 of the current year. Any Personal Holidays that are not scheduled by September 30 of the current vacation year will be assigned by management.

- 19.1.4 New employees hired during the first quarter will be eligible for six (6) Personal Holidays (effective 1/1/18 – seven (7) Personal Holidays), hired during the second quarter eligible for five (5) Personal Holidays, hired during the third quarter eligible for four (4) Personal Holidays, hired during the fourth quarter but before December 1, eligible for two (2) Personal Holidays. New employees hired on or after December 1, will not receive Personal Holidays for that calendar year.
- 19.2 Regular full-time employees will be paid a holiday allowance of eight (8) hours' pay at the basic rate for recognized holidays except as modified below.
- 19.3 Employees scheduled to work on a holiday shall be paid the holiday allowance and in addition shall be paid for the time they work on the holiday at 1 -1/2 the straight-time rate of pay. Holiday allowance will not be paid when an employee is absent on the holiday or either of the scheduled work days which immediately precedes or follows the holiday, unless such absences are approved by the employee's supervisor.
- 19.4 If a recognized holiday falls on Saturday, the previous Friday shall be observed.
- 19.5 If a recognized holiday falls on Sunday, the following Monday shall be observed.
- 19.6 When a holiday recognized by this Agreement falls within an employee's vacation period, another day of vacation in lieu of the holiday will be allowed.
- 19.7 Part-time employees shall be granted holiday pay for the number of hours they work on the holiday, or for the average daily hours if they work on at least four (4) days in the calendar week in which the holiday is observed.
- 19.8 Scheduling of Personal Holidays shall take into account business needs and service requirements. For bona fide business reasons,

the Company shall have the right to cancel previously approved Personal Holidays with as much advance notice as possible.

ARTICLE 20 SEVERANCE ALLOWANCE

- 20.1 Regular full-time employees who are laid off in accordance with Article 17 will receive a lump sum severance allowance at the basic hourly rate according to length of service with the Company as follows:

Number of Years of Net Credited Service	Number of Weeks' Pay
Less than 1 year	None
1 but less than 2	2 weeks
2 but less than 5	5 weeks
5 but less than 7	8 weeks
7 but less than 10	13 weeks
10 but less than 15	22 weeks
15 but less than 20	28 weeks
20 and over	35 weeks

- 20.2 Employees who have once been paid a termination allowance, and later reengaged must complete one full year of employment before being eligible for a termination allowance for a subsequent separation, and the amount of such allowance shall be based on the period of employment between the day of the employee's most recent reengagement and the subsequent separation.
- 20.3 No termination allowance will be paid employees who are separated from the Company in any other manner than as specified in this Article.

ARTICLE 21 PENSION

- 21.1 The Company will provide a separate defined benefit plan, currently known as the CenturyLink Retirement Component of the **Brightspeed** Combined Pension Plan (referred to herein as the "Retirement Plan") for all Eligible Employees. Except as provided in Section 21.1 (a through c) and Section 21.5 below, for employees entering the bargaining unit on or after March 13, 2009 and before January 1, 2016, the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered

Represented Employees as defined in the Retirement Plan. For employees in the bargaining unit prior to March 13, 2009, the pension benefits shall remain unchanged except as set forth in Section 21.1(a through c) and Section 21.5 below:

- (a) Solely with respect to any Employee who is or becomes disabled as determined in accordance with the definition of disability in the LTD Plan, the Retirement Plan was amended effective January 1, 2016 to provide that the employee's benefit accruals under the Retirement Plan will cease on the latter of (1) January 1, 2016, or (2) the date the employee becomes disabled as defined by the LTD Plan because, at that time, the employee is terminated from active employment with the Company and no longer is on the Company's active payroll.
- (b) Hired, Rehired, or Transferred Employees On or After January 1, 2016 into CWA Local 3972/4.
 - (i) Any Employee who is first hired by the Company into CWA Local 3972/4 on or after January 1, 2016, shall not be eligible to become an Eligible Employee under the terms of the Retirement Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.
 - (ii) Any Legacy CenturyLink Employee who is rehired or recalled by the Company into CWA Local 3972/4 on or after January 1, 2016 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired or recalled by CWA Local 3972/4 on or after January 1, 2016 to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being rehired or recalled. Service on or after January 1, 2016 for such Employee will be considered only for purposes

of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired or recalled (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.

- (iii) Any Legacy CenturyLink Employee who first becomes covered under the CWA Local 3972/4 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 3972/4 Agreement) on or after January 1, 2016 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being covered under the CWA Local 3972/4 Agreement on or after January 1, 2016, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the CWA 3972/4 Agreement. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy CenturyLink Employee who first becomes covered under the CWA Local 3972/4 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA Local 3972/4 Agreement) or is rehired or recalled into CWA Local 3972/4 on or after January 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Participant in **the** Retirement Plan. Service on or after January 1, 2016 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later becomes covered under another union that allows benefit accruals under the Retirement Plan, service earned with CWA Local 3972/4 prior to the subsequent

coverage under CWA Local 3972/4 will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

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

- (c) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.
 - (i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant ("Participant") who currently is, formerly was, or in the future will be, represented by CWA 3972/4 will be taken into account for any purpose of the Retirement Plan after June 30, 2022 (the "Compensation Freeze Date"). As a result, each Participant's Accrued Benefit will be calculated using Final Average Pay (and its predecessor, "Average Annual Compensation," as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment.
 - (ii) This change is not intended to reduce any Participant's Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant's Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the

Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment.

- 21.2 During the term of this Agreement the Company shall have the sole right and discretion to make any changes in the Retirement Plan which it deems necessary or desirable to comply with legal requirements and/or to maintain the qualification of the Retirement Plan. The Company retains the right to make such changes in such Retirement Plan in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the Retirement Plans are exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement plans, or to administer the Retirement Plan in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to the Retirement Plan, which is subject to its plan terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the Retirement Plan documents, the terms of the Retirement Plan documents shall govern. The Company agrees no changes will be made in the Retirement Plan which will in any way reduce, diminish, or defer pension benefits without prior concurrence of the Union.
- 21.3 The administration of the Retirement Plan and Trust Fund to provide the negotiated benefits shall be within the sole province and discretion of the Company. However, the preceding sentence shall not be construed to give the Company the right to unilaterally change or defer pension benefits and provided further that the Company shall negotiate with the Union prior to making any change to those benefits.
- 21.4 The Retirement Plan and its administration are not subject to the grievance and arbitration procedures in Articles 9 and 10. All other disputes or complaints and any other issues arising out of or in any way connected with the Retirement Plan shall be exclusively resolved in accordance with the underlying Retirement Plan procedures and ERISA.

21.5 Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Plan to provide a lump sum benefit payment option to Participants represented by CWA 3972/4, effective as of the date specified in the Retirement Plan. Participants represented by CWA 3972/4 who elect to receive their Accrued Benefit in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan. This Section is not, and is not intended to be, an amendment of the Retirement Plan which can only be amended by authorized persons designated by the Retirement Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Plan to provide a lump sum benefit payment option is within Company's sole and complete discretion. If the Company, however, amends the Retirement Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement Plan's terms and applicable law, eliminate the lump sum benefit payment option on a prospective basis, even prior to the termination of this Section.

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

ARTICLE 22

INCLEMENT WEATHER

Except in service emergencies, employees will not be required to work outside in inclement weather. Employees who have reported for scheduled work and who do not perform their regular work because of bad weather will be assigned to inside activities for their regular tours so that they will incur no loss in straight-time pay.

Employees who cannot report to their headquarters as a result of inclement weather and have personal holidays or vacation days available may request them in lieu of reporting. The immediate supervisor will determine whether or not to grant requests based on individual circumstances.

ARTICLE 23 TOOLS

- 23.1 Tools required by employees in the performance of their duties will be furnished by the Company. All tools so furnished will be and remain the property of the Company.
- 23.2 Employees who are furnished tools by the Company will be held responsible for the proper use, maintenance, and care of such tools, and will be held to an accounting for such tools as are lost or damaged because of improper care on their part.
- 23.3 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 meets the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify the tasks that require safety footwear to be worn and the 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 those identified work assignments/tasks. Those employees will have the choice of wearing steel toe or composite toe safety footwear as long as it meets the current national standard. The requirement to wear safety footwear will cease when employees leave the position through transfer, promotion, retirement, separation, voluntary

resignation or dismissal, or when safety footwear is no longer required.

The Company will provide Safety Footwear in accordance with the Company's Safety Footwear Policy and will be effective during the term of the Agreement. A copy of which was provided to the Union.

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

Effective March 13, 2015, 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. \

ARTICLE 24 DISCHARGES, SUSPENSIONS, DEMOTIONS AND OTHER DISCIPLINE

24.1 Requirements and Limitations

24.1.1 Any discharge, suspension, demotion or other discipline of a regular employee shall be only for just cause.

24.1.2 Any regular employee who is discharged, suspended or demoted shall, upon written request, be given a written statement setting forth the complete reasons for such action.

24.1.3 The Company recognizes the principles of progressive discipline; however, the Company is not required to go through any specific number of steps (or in any particular order), and will use the form of discipline deemed appropriate considering the employee's conduct, past record, length of service and the surrounding circumstances.

ARTICLE 25 DIFFERENTIAL PAYMENTS AND CALL-OUT

25.1 In-Charge Differential

25.1.1 When an employee is assigned by management to be in-charge of a work group of two (2) or more other employees for more than one hour, the employee shall receive a differential of **(\$2.00)** per hour above the employee's basic rate for all hours worked during the period of the assignment.

25.2 Shift Differential

25.2.1 A differential of **(\$3.00)** per hour will be paid for each full regular scheduled hour worked between the hours of 8:00 PM and 6:00 AM.

- 25.4.1 Employees called out to work during hours outside their scheduled hours for that day shall be paid at the overtime rate for all such call-out hours, with a minimum of two (2) hours' pay at the overtime rate for time worked which includes a maximum of thirty (30) minutes driving time. This provision does not apply to time worked that connects to the normal work schedule.
- 25.4.2 In so far as practical, the opportunity for call-out work will be equalized among those employees in the work group qualified to perform such work.

25.5 Christmas and New Year's Eve

- 25.5.1 All employees working on a regular scheduled tour ending after 7:00 PM on December 24 and/or December 31 and at or before 7:00 AM on December 25 and/or January 1, will receive a premium of four dollars (\$4.00) plus the applicable evening or night premium.

**ARTICLE 26
EEO AND ANTI-HARASSMENT COMMITMENT**

- 26.1 The Company and the Union agree that the provisions of this agreement will be applied without discrimination to all persons regardless of race, color, religion, ancestry, sex, national origin, marital or veteran status, physical or mental disability, age, or any status otherwise protected under applicable federal, state, or local law, unless it is a bona fide occupational requirement reasonably necessary to its operations. The Company and the Union also agree that this shall also apply to Union membership or non-membership.
- 26.2 Company will provide a working environment free from all forms of unlawful harassment including, but not limited to, harassment based on the statuses recognized in Section 26.1.
- 26.3 An employee who is subjected to, witnesses or suspects any violation of Sections 26.1 or 26.2 shall immediately report the matter directly to Human Resources, so that the Company can discharge its legal obligation to timely investigate.

26.4 The words “he” or “she” are used in this Agreement and any Appendices for explanatory purposes only and do not refer to the actual sex of any person.

ARTICLE 27 CONTRACTING AND TRANSFERRING WORK OUT

The Company recognizes the right of its employees to perform its work and will make every reasonable effort to plan its work and forces to accomplish this end.

The Company may subcontract bargaining unit work provided that such contracting does not result in the lay-off or part-timing, nor continue on lay-off or part-time status, of any regular employees who regularly performed the work. Before any layoff or part-timing of regular employees can occur, contractors performing the same work on a regular full-time basis within 75 driving miles of the work location impacted by the layoff will be released to the extent necessary to prevent the layoff.

Employees who transfer to a different job title as a result of contracting will suffer no reduction in pay for the one (1) year period following the effective date of the transfer.

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

ARTICLE 28 HEALTH AND WELFARE

28.1 Effective March 13, 2012, and continuing for the term of this Agreement, the Company agrees to provide regular full-time employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, business travel accident, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

- 28.2 The Company will make available to employees, upon retirement, the same options for retiree health benefits as are offered to similarly-situated non-bargaining employees who retire from the Company. The retiree health benefits will be exclusively governed by the terms of the applicable plan(s).
- 28.3 The selection and administration of any plans to provide the coverage and benefits required by this Article shall be within the Company's exclusive control and sole discretion. The Company shall therefore have the unilateral right to make any changes which it deems necessary or desirable, including changes to establish, restore and/or maintain the most favorable qualification or treatment of the plan(s) under federal (or any applicable state) law. The selection of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion.
- 28.4 The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to all eligible employees, both bargaining and non-bargaining employees, of the Company.
- 28.5 During the term of this Agreement, the Company shall not have any obligation to engage in decision or effects negotiations of any type on any subject addressed (directly or indirectly) in or by this Article.
- 28.6 Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan, shall be exclusively resolved in accordance with the underlying plan, procedures and ERISA, and shall not be subject to the grievance and arbitration provisions of this Agreement.
- 28.7 Voluntary Benefits Program. Effective March 13, 2021, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program

It is understood that employees will be responsible for the entire

cost for each component of the Voluntary Benefits program. At its sole discretion, the Company may permit employees to have the required costs withheld through payroll deduction.

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

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

ARTICLE 29 INCENTIVES AND RECOGNITION

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees,

may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

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

The Company agrees that it will not issue discipline to employees for failure to complete sales of its products and services. This prohibition does not apply to Customer Care Associates that have assigned sales quotas and commission plans.

ARTICLE 30 UNIFORMS

Beginning 1/1/19 and in subsequent years, the Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit for the purchase of approved garments through the Company authorized vendor to employees in those job titles which the Company deems appropriate. New hires in those job titles may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

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

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 31 TELEPHONE CONCESSION

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

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

ARTICLE 32 CONTENTS OF AGREEMENT

- 32.1 It is agreed that practices and/or policies of any prior owners or managers of the properties covered by this agreement shall not be binding on either party unless any such practices and/or policies are set forth in this agreement.
- 32.2 Nothing in this agreement shall be construed to require either of the parties to act contrary to any State or Federal Law, governmental authority or declaration. In the event any such condition arises it is agreed that this agreement shall be deemed to be modified in respect to either or both parties only to the extent necessary to comply with the law, order or declaration.

ARTICLE 33 DEFINITIONS

- 33.1 Employee - Is a person who performs the work of the Company in a job **title** that is in the recognized collective bargaining unit.
- 33.2 Probationary Employee – One who has been hired for continuous employment but has not yet successfully completed the Probationary Period established in Section 6.1.

- 33.3 Regular Employee - One who is hired for continuous employment, has successfully completed the Probationary Period, accumulates accredited service and seniority, and is entitled to all the benefits and coverages as granted in this Agreement.
- 33.4 Full-Time Employee – One who is normally scheduled to work forty (40) hours a week.
- 33.5 Part-Time Employee - One whose assignment of work is normally less than thirty (30) hours per week. Part-time employees who successfully complete the probationary period shall become a “regular” employee and shall qualify for prorated benefits where expressly provided by this Agreement.
- 33.6 Temporary Employee - One who is employed for a specific project or for a limited continuous work assignment, and in neither event to exceed six (6) months without Union consent. A temporary employee may be disciplined or terminated in the Company’s sole discretion without cause and without access to Articles 9 or 10. Temporary employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, paid sick leave, etc., which accrue to regular employees.
- 33.7 Occasional Employee - An employee engaged for a short period of time, normally to relieve some temporary force shortages, and is an employee of the Company only on the day(s) which the employee actually works. An occasional employee may be disciplined or terminated in the Company’s sole discretion without cause and without access to Articles 9 or 10. Occasional employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, paid sick leave, etc., which accrue to regular employees.
- 33.8 Promotion - The change of an employee from one job title to another job title which is on a wage schedule providing for a higher top rate of pay than the job which the employee vacated.
- 33.9 Scheduled Hours - Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the work schedule for a particular employee to work.
- 33.10 Session - That portion of a tour of duty which occurs from the time an employee reports for work until excused for meal time or from the time the employee returns from excused meal time until completion of the scheduled day of work.

- 33.11 Tour - The entire scheduled work day for an employee. For all purposes, each tour of duty will be considered to have been worked on the calendar day in which it started.
- 33.12 Headquarters – The normal reporting work location designated by the Company as being the place of employment for a particular employee or employees.
- 33.13 Basic Rate - The rate of pay for a given job title as set forth in the wage schedule of the Labor Agreement.
- 33.14 Straight-time Rate - The employee's basic rate of pay plus effective premiums and/or differentials, but excluding premiums or differentials which equal one-half the basic rate of pay.
- 33.15 Overtime Rate - One and one-half times the employee's basic rate.
- 33.16 Call-Out-Time - Non-scheduled time worked by an employee who is called out to work during hours outside his/her scheduled hours. A minimum of two (2) hours at the overtime rate will be paid for such time for time worked which includes a maximum of thirty (30) minutes driving time. This thirty (30) minute driving time provision does not apply to time worked that connects to an employees' normal work schedule.
- 33.17 Service Requirements - The requirements that are necessary to provide adequate and satisfactory telephone service to telephone subscribers and to efficiently and effectively perform the work necessary to economic operations.
- 33.18 Service Emergencies - That period of time or condition when service to the public, the welfare of the employees, and/or the Company is or would be in jeopardy unless temporary measures are applied in an expedient manner.
- 33.19 Technological Change - Means a development in the telephone art which results in improvements in technical or automatic processes which increase the productiveness of telephone equipment thereby reducing or eliminating the requirement for manual operations.
- 33.20 Gender - Where a male gender is used in this Agreement, it shall also indicate female gender if applicable in context of the sentence.

- 33.21 Work Group - A group of employees in the same job title in one or more work locations, who are on the same tour and vacation selection schedule.
- 33.22 Accredited Service - The term "accredited service" shall mean the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies or companies affiliated with the corporation that is recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or absence time that was specifically approved for service credit purposes in accordance with published statements of Company Policy.
- 33.23 Connecting Work – Any connecting time which follows a tour is part of the workday on which the tour begins.

ARTICLE 34 AMENDMENT AND DURATION

This Agreement, dated the thirteenth day of March **2024**, when signed by the proper officials of the Company and the Union shall be effective from March 13, **2024**, to and including the 12th day of March, **2029** and shall continue in full force and effect thereafter, unless either party shall give written notice to the other at least sixty (60) days prior to the end of such period, or ninety (90) days prior to any date thereafter, that the party desires to enter into negotiations for a successor agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

Brightspeed



Jeff Mitchell
VP Operations

Communications Workers of
America

Mike Dolan

CWA Staff Representative



John Sabat
Director
Labor Relations

Company Negotiating
Committee:

Jeff Adams

Union Negotiating Committee:

Mike Dolan
Jerry Sain
Randy Kuhn
Allen Brasher
Kevin Wheeler

APPENDIX A
WAGE ADMINISTRATION

1. These Appendixes include the wage schedules which indicate the progression intervals and basic wage rates for given lengths of wage credit.
2. Upon employment of persons having previous experience in the type of work for which they are being employed, they may be given reasonable credit for such previous experience in establishing their rate of pay.
3. 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.
4. Annual wage increases will be effective the first day of the pay period closest to the effective date of the increase.

Brightspeed
WAGE SCHEDULE - CWA 3972/3974
EFFECTIVE: 6/17/2024

WAGE SCHEDULE

STEP		02	03		
Start		\$14.65	13.78	0.00	0.00
6 Months		\$16.19	15.22	0.00	0.00
12 Months		\$18.00	16.89	0.00	0.00
18 Months		\$19.92	18.70	0.00	0.00
24 Months		\$22.10	20.78	0.00	0.00
30 Months		\$24.61	23.09	0.00	0.00
36 Months		\$27.37	25.68	0.00	0.00
42 Months		\$30.44	28.62	0.00	0.00
48 Months		\$33.85	31.83	0.00	0.00

Group 02		Business Svc Tech, Network Tech
Group 03		Customer SVC Tech

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

Brightspeed
WAGE SCHEDULE - CWA 3972/3974
EFFECTIVE: March 13, 2025

WAGE SCHEDULE

STEP	02	03		
Start	\$15.09	14.19	0.00	0.00
6 Months	\$16.68	15.68	0.00	0.00
12 Months	\$18.54	17.40	0.00	0.00
18 Months	\$20.52	19.26	0.00	0.00
24 Months	\$22.76	21.40	0.00	0.00
30 Months	\$25.35	23.78	0.00	0.00
36 Months	\$28.19	26.45	0.00	0.00
42 Months	\$31.35	29.48	0.00	0.00
48 Months	\$34.87	32.78	0.00	0.00

Group 02		Business Svc Tech, Network Tech
Group 03		Customer SVC Tech

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

Brightspeed
WAGE SCHEDULE - CWA 3972/3974
EFFECTIVE: March 13, 2026

WAGE SCHEDULE

STEP	02	03		
Start	\$15.54	14.62	0.00	0.00
6 Months	\$17.18	16.15	0.00	0.00
12 Months	\$19.10	17.92	0.00	0.00
18 Months	\$21.14	19.84	0.00	0.00
24 Months	\$23.44	22.04	0.00	0.00
30 Months	\$26.11	24.49	0.00	0.00
36 Months	\$29.04	27.24	0.00	0.00
42 Months	\$32.29	30.36	0.00	0.00
48 Months	\$35.92	33.76	0.00	0.00

Group 02	Business Svc Tech, Network Tech
Group 03	Customer SVC Tech

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

Brightspeed
WAGE SCHEDULE - CWA 3972/3974
EFFECTIVE: March 13, 2027

WAGE SCHEDULE

STEP		02	03		
Start		\$16.01	15.06	0.00	0.00
6 Months		\$17.70	16.63	0.00	0.00
12 Months		\$19.67	18.46	0.00	0.00
18 Months		\$21.77	20.44	0.00	0.00
24 Months		\$24.14	22.70	0.00	0.00
30 Months		\$26.89	25.22	0.00	0.00
36 Months		\$29.91	28.06	0.00	0.00
42 Months		\$33.26	31.27	0.00	0.00
48 Months		\$37.00	34.77	0.00	0.00

Group 02		Business Svc Tech, Network Tech
Group 03		Customer SVC Tech

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

Brightspeed
WAGE SCHEDULE - CWA 3972/3974
EFFECTIVE: March 13, 2028

WAGE SCHEDULE

STEP	02	03		
Start	\$16.49	15.51	0.00	0.00
6 Months	\$18.23	17.13	0.00	0.00
12 Months	\$20.26	19.01	0.00	0.00
18 Months	\$22.42	21.05	0.00	0.00
24 Months	\$24.86	23.38	0.00	0.00
30 Months	\$27.70	25.98	0.00	0.00
36 Months	\$30.81	28.90	0.00	0.00
42 Months	\$34.26	32.21	0.00	0.00
48 Months	\$38.11	35.81	0.00	0.00

Group 02	Business Svc Tech, Network Tech
Group 03	Customer SVC Tech

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

MEMORANDUM OF AGREEMENT
Between
CenturyTel of Alabama, LLC
And
Communications Workers of America

JOB TITLES

In the event that the Company determines a need to hire employee(s) back into one of the following titles that were included under the 2015-2018 Agreement, the parties agree to meet to negotiate the appropriate wage rates for the impacted job title:

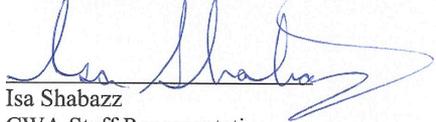
Senior Clerk
Customer Care Associate
Building Services Technician
Cable Technician
Facility Worker
Supply Technician

CenturyTel of Alabama, LLC



William A. Stubbs
Director, Labor Relations

Communications Workers of America



Isa Shabazz
CWA Staff Representative

MEMORANDUM OF AGREEMENT
Between
Brightspeed of Alabama, LLC
And
Communication Workers of America

HOURLY EMPLOYEES' PENSIONS

1. CenturyTel of Alabama, LLC and Communications Workers of America agree to the provisions of the CenturyLink Retirement Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Plan”).
2. For employees who retire on or after March 12, 2005, the Retirement Plan reflects the following:

Years of Accredited Service	Annual Minimum Pension
40 or more years	\$12,200
35 but less than 40 years	\$10,800
30 but less than 35 years	\$ 9,400
25 but less than 30 years	\$ 8,000
20 but less than 25 years	\$ 6,600
15 but less than 20 years	\$ 5,200

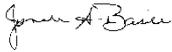
The above minimums only apply to eligible employees hired prior to March 12, 2009.

3. This Agreement shall become effective as of March 13, **2024** and shall remain in effect until midnight, March 12, **2029** and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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

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

Brightspeed of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America

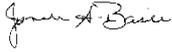


CWA Staff Representative

**MEMORANDUM OF AGREEMENT
Between Brightspeed
And
Communications Workers of America, Local 3972/4**

In keeping with our current Collective Bargaining Agreement, Article 1 – Recognition, the Company and the Union agree to establish a local committee to discuss matter of mutual interest. The purpose of this committee is to maintain harmonious working relations between management and employees. The Committee is to discuss, explore areas of mutual concern and study problems referred to it by the parties to this Agreement.

Brightspeed of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America



CWA Staff Representative

MEMORANDUM OF AGREEMENT
Between
CenturyTel of Alabama, LLC
And
Communication Workers of America

BRIGHTSPEED 401 (K) SAVINGS PLAN

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and **Brightspeed** of Alabama, LLC (hereafter "Company") agree as follows:

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

5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the 401(k) Plan, as amended, continues to be qualified under Section 401 (a) et. Seq. of the Internal Revenue Code. In the event any revisions in the 401(k) Plan are necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the 401(k) Plan.
6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, this plan is deemed not qualified, or because of a change in existing laws.
7. The 401(k) Plan will be administered solely in accordance with its provisions and no matter concerning the 401(k) Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the 401(k) Plan and the interpretation of the **Brightspeed Employee Benefits Committee**.
8. The Company matching contribution to the 401(k) Plan will be as follows:
 - For employees hired, re-hired, or transferred into this bargaining unit prior to March 13, 2009, the match will be:
 - o 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay
 - for employees hired, re-hired, or transferred into this bargaining unit on or after March 13, 2009, but prior to January 1, 2016, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent

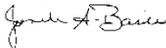
of pay.

for employees hired, re-hired, or who become covered under this Agreement through any means on or after January 1, 2016, the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula under the **Brightspeed** 401(k) Savings Plan for Non-Bargaining Employees.

9. Employees hired or re-hired into the bargaining unit on or after March 12, 2021 shall automatically be enrolled in the 401(k) Plan in accordance with the terms of the 401(k) Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the 401(k) Plan and its administration procedures. Automatic enrollment will be implemented as soon as administratively feasible.

10. This Memorandum of Agreement is effective on March 13, **2024** and shall expire on March 12, **2029**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on March 12, **2029** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Alabama,



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America

Mike Dolan

CWA Staff Representative

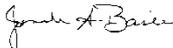
MEMORANDUM OF AGREEMENT
Between
CenturyTel of Alabama, LLC
And
Communication Workers of America

LUMP SUM PAYMENT OPTION

1. Brightspeed of Alabama, LLC will provide a lump sum option as provided in the CenturyLink Retirement Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Plan”). For employees in the bargaining unit prior to March 13, 2009, the lump sum option provided under this MOA shall remain unchanged. For employees entering the bargaining unit on or after March 13, 2009, any lump sum option will be provided in the Retirement Plan, which will be the same as for non-bargaining unit employees. For employees in the bargaining unit prior to March 13, 2009, any lump sum option provided for employees hired on or after March 13, 2009 (which is covered under Article 21) may be added as a comparison to the lump sum provided under this MOA. Those employees will receive the greater lump sum benefit under that comparison.
2. Regular employees who are eligible to receive a single life annuity from the Retirement Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Retirement Plan are governed by the provisions of the Retirement Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Retirement Plan in effect at the time regular employees separate from service. The operation and administration of the Retirement Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on March 13, **2024** and shall expire on March 12, **2029**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the lump sum payment option, shall terminate on March 12, **2029** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Brightspeed of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America

Mike Dolan

CWA Staff Representative

MEMORANDUM OF AGREEMENT
Between
Brightspeed of Alabama, LLC
And
Communications Workers of America

OVERTIME ADMINISTRATION

Communications Workers of America (CWA) and CenturyTel of Alabama, LLC agree to the principle of “equalization” in the assignment of overtime among those qualified employees who do the work in the same tour selection schedule. Further, both the Union and the Company agree that employees must be readily available to respond to the Company’s service needs.

Overtime, (call-outs, connecting and scheduled) will be equalized among all those employees within a workgroup, doing similar work, insofar as practicable, and will be administered as follows:

1. An assignment that requires a call-out as defined in Article 25 will be handled as follows:
 - a. The qualified employee assigned to be on Standby Duty within the applicable workgroup will be contacted first.
 - b. Call outs in workgroups without a designated Standby Duty employee on call will be made by attempting to contact the employee with the least amount of overtime based on the most current mechanized Overtime Hours Report who is qualified to perform the work in question.
 - c. Should the employee with the least amount of overtime be unavailable to respond to the call out, management will then attempt to contact employees in the workgroup in order of least amount of overtime hours on the most current mechanized Overtime Hours Report.
2. An assignment that requires continuity of the same employee who began the work assignment will be completed by that employee.
3. An assignment that requires scheduled overtime, except as described above, will be offered to the employee in the workgroup, qualified to do the work, who has the least amount of overtime on the most current mechanized Overtime Hours Report. Should that employee be

unavailable, the offering will continue through the report in inverse order of overtime hours until the Company's service need is met.

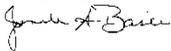
4. In a short notice situation, based on time and logistics, it is understood that the Company may contact either the qualified employee on Standby Duty and/or the qualified employee in the workgroup with the least amount of overtime hours on the most current mechanized Overtime Hours Report.
5. The parties agree that, by mutual agreement between the employee called out and management, a qualified employee who is more readily available (lives closer to the work site) may be substituted to complete the work assignment.

6. It is understood that the instant personal circumstances of the employee who has been either called out or offered scheduled overtime will be taken into consideration. It is not our intent to place an undue burden on the employee or the Company. A legitimate conflict could result in a more senior employee and/or an employee with more overtime hours being assigned the work. This same consideration does not apply to the employee assigned to Standby Duty who is receiving additional Standby Duty pay and is expected to respond when assigned to work.

7. An overtime equalization report for work groups will be sent via email to employees at the same location as the employee's vacation schedule. This list will be used for any overtime assignments worked during the two (2) week period starting at midnight on the Saturday following the close of each payroll period. The report will be issued on a monthly basis.

The overtime report will show for each employee his/her name and the cumulative total of overtime hours worked. Employees entering a new work group (either temporarily or permanently) will be credited with an average of the cumulative hours accrued by the members of that work group as shown on the current overtime report.

Brightspeed of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America

Mike Dolan

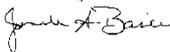
CWA Staff Representative

MEMORANDUM OF AGREEMENT
Between
Brightspeed of Alabama, LLC
And
Communication Workers of America

PRE-RETIREMENT SPOUSE’S PENSION

1. CenturyTel of Alabama, LLC and Communications Workers of America agree to maintain the current Pre-Retirement Spouse’s Pension provisions under the CenturyLink Retirement Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Plan”) to provide a survivor benefit to an employee who is actively employed on the effective date and who is vested in the Retirement Plan.
2. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. For unmarried employees, a valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
3. Subject to the small benefits provision contained in the Retirement Plan, the survivor will have the option of choosing between a 50% survivor annuity or the lump sum equivalent in the event of the death of the employee.
4. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.
5. This Memorandum of Agreement is effective on March 13, **2024** and shall expire on March 12, **2029**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on March 12, **2029** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

CenturyTel of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America

Mike Dolan

CWA Staff Representative

MEMORANDUM OF AGREEMENT
Between
CenturyTel of Alabama, LLC
And
Communications Workers of America

STANDBY DUTY

This agreement provides for the assignment of Standby Duty and the differential which is to be paid for this duty.

1. The Standby Duty assignment results in the employee being available and accessible to respond, during the period of the assignment, in a timely manner to a call out as determined by business needs.

Normal contact to the employee will be via the regular telephone switch network. Other technology may be used when available (example: cellular telephone) at Company discretion. Additionally, the employee on Standby Duty may be allowed to participate in Home Garaging during the period of the assignment with approval from supervision.

2. Management will select the workgroup(s) where Standby Duty is used as determined by the business needs.
3. A Standby Duty assignment shall be no longer than seven (7) consecutive days except during a holiday week in which the holiday falls on a Monday. In this case, the Standby Duty assignment shall be no longer than eight (8) days. Employees will not be assigned more than one (1) rotation of seven (7) days (excluding eight (8) days during weeks in which a holiday falls) in a three week period.
4. Normally, Standby Duty assignments will reduce or eliminate Saturday work for those employees whose normal work schedule would include Saturday work provided that such scheduling results in meeting service requirements.
5. Standby Duty assignments will be rotated among those qualified employees regularly assigned to the work in inverse order of seniority. The parties agree that, by mutual agreement between the employee called out and management, a qualified employee who is more readily available (lives closer to the work site) may be substituted to complete the work assignment. No employee on

vacation may be assigned to Standby Duty.

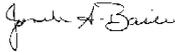
6. Standby Duty Pay differential pay shall be **\$35.00** per day for each day of assignment and **\$65.00** for each assignment on a Company designated Holiday. No other differentials will be applicable during the period the employee is receiving a Standby Duty Pay differential.

If work is performed, the employee shall receive the Standby Duty pay plus the applicable call out amount as contained in the primary Agreement.

For the purposes of this Memorandum, a Standby Duty day begins at 5:00 p.m. and ends at 4:59 p.m. the next day. The Standby Duty week will be from Monday to Monday. It is understood, that with mutual agreement, days or weeks may be exchanged with other employees in the group.

7. This practice does not supersede normal call out procedures if additional employees are needed.

Brightspeed of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America



Mike Dolan
CWA Staff Representative

MEMORANDUM OF AGREEMENT
Between
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And
Communication Workers of America

VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)
RETIREE MEDICAL BENEFITS

CenturyTel of Alabama, LLC (hereinafter referred to as the Company) and Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire after March 13, 2009 with a service or disability pension under the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the "Retirement Plan") and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.
3. Effective March 13, 2009 the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Retiree and Inactive Health Plan which may be amended or discontinued by the Company at its discretion subject to paragraph 11 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage of the Retiree Medical premium ("Retiree Contribution Percentage"). Similarly, the Company will pay a percentage of the premium ("Company Contribution Percentage"), subject to Section 5 below. The following formula is applicable only to current employees who will have seventy-six (76) points and 15 years of credited service or more as of December 31, 2008:

Years of Accredited Service at Retirement	Company Contribution Percentage	Retiree Contribution Percentage
Less than 10	0	100
10 through 14	20	80
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

- The Company shall have the sole right and discretion to determine the cost of providing Retiree Medical Coverage (“Retiree Medical Benefits Premiums”) and the amount the Company is willing to contribute toward such Retiree Medical Coverage.
- In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above (“Retiree Contribution Amount”). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

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

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

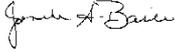
Medicare Eligible – Annual HRA Allowance

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

8. Employees hired on or after January 1, 2006 and before January 1, 2011, will pay one hundred percent (100%) of the premium for Retiree Medical Benefits.
9. Employees hired on or after January 1, 2011 are not eligible for Retiree Medical Benefits.
10. The Company agrees to notify the Union at least thirty (30) calendar days in advance of any changes in the plan.
11. The funding and operation of the trust; the level and administration of the Retiree Medical Benefits; amount or cost of premiums; premium pricing mechanisms; the determination of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement. The Company shall not have any obligation to engage in negotiations on any subject connected with this benefit or the terms and conditions of the Memorandum of Agreement.
12. This Memorandum of Agreement is effective on March 13, **2024** and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate on March 12, **2029** and shall not survive the

expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Alabama, LLC



Joseph A. Basile
Labor Relations Negotiator

Communications Workers of America

Mike Dolan

CWA Staff Representative

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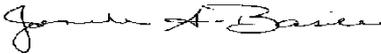
In no event shall the Company require or schedule employees for more than three (3) consecutive weekends in a row. For the purpose of this Article, working a Saturday or Sunday constitutes a weekend. Nothing in this Article shall prevent an employee from volunteering for weekend work.

All hours worked over fifty-eight (58) in a week or sixteen (16) consecutive hours will be paid at the double time rate. Only hours actually worked count towards the double time build, including callouts. Any hours that are paid for, but not worked (i.e. holiday, vacation, jury duty, bereavement, Short Term Disability, etc) will not count towards the double time build. Any hours paid at the double time rate for working over sixteen consecutive (16) hours will not compound with weekly double time pay.

This Memorandum of Agreement is effective on 6/11/24 and shall expire on March 12, 2029. The parties agree that all the terms and conditions set for in this MOA shall expire on March 12, 2029 and shall not survive the expiration of this Agreement, unless agreed to by the parties in writing.

**Brightspeed of Alabama
Workers of America**

Communications



Mike Dolan

Joseph A. Basile

Mike Dolan

**Labor Relations Negotiator
CWA Representative**

6-11-24

Date: 6-11-24

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