

AGREEMENT

Between

**COMMUNICATIONS WORKERS
OF AMERICA**

and

**Brightspeed of Eastern North Carolina, LLC
(formerly known as Carolina Telephone &
Telegraph Company)**

Effective **August 18, 2024**
Through **June 6, 2029**

TARBORO, NORTH CAROLINA



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AGREEMENT

THIS AGREEMENT, made this **18th** day of **August 2024**, by and between **Brightspeed of Eastern North Carolina, LLC, a North Carolina limited liability company formerly known CAROLINA TELEPHONE AND TELEGRAPH COMPANY**, herein referred to as the "Company" and the **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, herein referred to as the "Union". WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing an agreement with respect to wages, hours and other terms and conditions of employment, and have reached agreement upon the terms of an agreement. NOW THEREFORE, this Agreement shall be binding upon the legal successors and assigns of the Company and the Union; and in consideration of mutual covenants herein contained, the parties have contracted and agree as follows:

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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 denied successor.

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DEFINITIONS

1.01 Basic Rate of Pay. The rate of pay, exclusive of all differential or extra payments.

1.02 Call-out. A call of an employee while off duty to work hours not previously scheduled and when the duration of the work cannot be predetermined, except that the following shall not be considered a call-out:

If the time worked immediately precedes, follows, and connects with regularly scheduled time.

A. Work assignments, when notice is given in advance and the minimum assigned time is two (2) hours on weekdays and three (3) hours on holidays and Sundays.

- 1.03 Change in Schedule. A change in schedule is a shifting of hours within the previously posted work schedule.
- 1.04 Connecting Work. Any work that connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the connecting time, such break shall not change the connecting nature of the work.
- 1.05 Full-Time Employee. An employee engaged to work a full-time or normal workweek.
- 1.06 Gender. The use of the masculine or feminine gender, in this Agreement, shall be construed as including both genders and not a sex limitation.
- 1.07 Headquarters Exchange, Location, Town. An exchange area, location or town designated by the Company as being the place of employment for a particular employee.
- 1.08 Holiday Work. Any work that begins on an authorized holiday.
- 1.09 Company Service Date. Length of service as computed for pension and benefit purposes.
- 1.10 Night Tour. A tour that falls wholly or partly within the period from 8:00 p.m. to 7:00 a.m.
- 1.11 Nonscheduled Time. Nonscheduled time consists of the following:
- A. Nonconnecting work of which the employee is advised while on duty or when the duration of the work assignment can be predetermined.
 - B. Assignment of an employee to work on a nonscheduled day for a full tour or when the duration of the assignment can be predetermined.
- 1.12 Occasional Employee. One who is engaged for a period of not more than three consecutive weeks regardless of the length of his/her daily or weekly assignments. He/she is an employee only on the days he/she works.

- 1.13 Overtime Rate. One and one-half times the basic rate of pay as required under the terms of the Fair Labor Standards Act.
- 1.14 Part-Time Employees. An employee is scheduled to work less than thirty (30) hours in the normal workweek.
- 1.15 Part Tour. A work assignment of shorter length than the normal tour or workday.
- 1.16 Premium Pay. Pay at the overtime rate for non-overtime work at hourly rates equal to the overtime rate, for example, Sunday work.
- 1.17 Regular Rate of Pay. Basic pay plus any differential pay for work on evening and night tours. No overtime or extra pay other than evening or night differential is included in regular pay.
- 1.18 Service Requirements. Service requirements as determined by the Company.
- 1.19 Session: One of the two parts into which a tour is divided.
- 1.20 Sunday Work. Any that begins on a Sunday.
- 1.21 Temporary Employee. One whose term of employment is intended to last more than three (3) weeks but not more than one (1) year.
- 1.22 Tour. Any eight hours of performance of assigned duty.
- 1.23 Tour Differential. Payments, over and above the basic rates, made to weekly rated employees who work tours that do not fall wholly within the day period, 8:00 p.m. to 7:00 a.m.
- 1.24 Wage Length of Service (Wage Credit). Period credited to an employee in the application of the wage schedule for his/her job title.
- 1.25 Workday. The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the workday on which such tour or call-out begins. Any connecting time that precedes a tour is a part of the workday on which the connecting time begins. Any connecting time that follows a tour is a part of the workday on

which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work that starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

- 1.26 **Work Group.** A group of employees who are assigned to the same work location (place of reporting) and who interchange on work assignments and relieve each other; or who are assigned to the same first line supervisor and are assigned to separate work locations and who interchange on work assignments and relieve each other. However, it is understood and agreed that this definition shall have no application for weekly work schedules (vacation excluded) for employees who are required by the Company to perform work functions related to special circuits.

Article 1 RECOGNITION

The Company recognizes and will deal with the Union as the sole collective bargaining agent with respect to wages, hours of employment, and other conditions of employment for all employees presently listed under the wage guides in Appendix A of the Network Operations at the Company's offices and installations in the State of North Carolina but excluding all professional employees, confidential secretaries, Director's secretaries, General Manager's secretaries, Branch Manager's secretaries (for Marketing and Business Development), supervising clerks, guards and supervisors as defined in the National Labor Relations Act, as amended. Not included are employees of the Company at Southern Pines, Pinehurst, Vass, Carthage, Whispering Pines, Robbins, Fuquay Varina, Angier, Siler City, Pittsboro, Bonlee, Goldston, Gibsonville, and Kernersville.

Article 2 COMPANY-UNION RELATIONS

Section 1: The Company and the Union recognize that it is in the best interest of the parties, the employees, and the public that all dealing between them be characterized by responsibility and respect. To this end, the Company and the Union and their respective representatives will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

In keeping with our current Collective Bargaining Agreement, Article 2 – Company-Union Relations, the Company and the Union agree to establish a local committee to discuss matters 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.

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Article 3 MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the Company has all customary and usual rights, functions, and authority of management.

Section 2: The Company shall have the exclusive right to:

- A. Direct and supervise the Company's plant and business operations and policies;
- B. Assign, modify or change work duties or requirements;
- C. Establish and maintain rules for safe and efficient operations;
- D. Move a facility or operation to another location or another facility, or close or liquidate a facility;
- E. Discontinue, temporarily or permanently, in whole or in part, the conduct of its business or operations;
- F. Install, remove, or change machinery and equipment and introduce new or improved methods, materials and facilities;
- G. Determine the qualifications for and make the selection of its managerial, supervisory, professional and administrative personnel;
- H. Determine, administer, rearrange and change methods, materials, equipment work and safety standards or performance requirements needed in any job or area;
- I. Decide the number of employees needed at any particular time or place and be the sole judge of the quality and acceptability of the communication service rendered to the public.

The exercise by the Company of any right listed in A.-I., inclusive, of this section may not be made the subject of the grievance or arbitration procedure of this Agreement. The Company has the unqualified right to place any or all of such enumerated rights into effect without notice to, or negotiation with the Union.

Section 3: It is further understood and agreed that all rights heretofore exercised by, or inherent in the Company, not modified or restricted by the terms of this Agreement, are retained solely by the Company.

Section 4: Work and Safety Policies and Rules

The Company may from time to time establish, change and/or withdraw reasonable work and safety policies and rules as it deems necessary or appropriate.

The Company will provide the Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal, state, or local legislation or regulations. The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

**Article 4
WORK JURISDICTION**

Section 1: This Agreement does not guarantee to any employee or classification of employee in the unit described in Article 1 the exclusive right to any work. While the Company recognizes the right of its employees in normal circumstances to perform its work rather than suffer a lay-off from employment, yet the Union recognizes the right of the Company to contract out or transfer work to other persons when it determines that same is warranted.

Section 2: The Company agrees that in its employment of contract labor to assist in the carrying out of its program of construction, installation, removal, maintenance or repair of its telephone plant, it will not use contract labor so as to result in the layoff of any regular employee normally performing the same work as that which is contracted out, and that the Company will not work hourly rated contract forces in excess of a normal forty (40) hour workweek when qualified Company forces performing the same type of work in the

exchange are available and have not been afforded the same amount of overtime opportunity in that week.

Article 5 NON-DISCRIMINATION

Section 1: Neither the Company nor the Union, its agents or members shall:

- A. Discriminate against any employee because of his/her being or not being, or becoming or not becoming, a member of the Union; or
- B. Intimidate or coerce any employee into joining or not joining, or continuing or not continuing his/her membership in the Union; or
- C. Discriminate against any employee because of action taken by either party in processing grievances under the provision of this Agreement; or
- D. Discriminate against any employee because of race, religion, color, age, handicap, creed, sex, sexual orientation or national origin. In keeping with this Agreement, neither the Company nor the Union will tolerate sexual harassment by any of its employees. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - 1. Submission to the conduct is made either an explicit or implicit condition of employment;
 - 2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
 - 3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Section 2: The Company and the Union will comply with the Americans with Disabilities Act to ensure fair and equitable treatment of applicants and employees with disabilities. The parties herein will further ensure that reasonable accommodations are afforded to disabled applicants and employees on a case by case basis.

Article 6 PROBATIONARY PERIOD

Section 1: Any employee covered by this Agreement shall be regarded as a probationary employee for the first six (6) months [except Network Tech and Business Svc Tech - twelve (12) months] of his/her employment. If such employee is retained in the employ of the Company longer than said probationary period, he/she shall be considered a regular employee and seniority shall date back to the date of original employment.

Those employees first hired as a contractor or temporary employee will have all such time worked in a specific classification count toward his/her probationary period for such classification.

If probationary employees are laid off during the probationary period because of lack of work, they shall have credit for all time worked prior to such lay-off counted for the purpose of completing their probationary period.

Section 2: Should such probationary employee be deemed unsatisfactory, in the judgment of the Company, at any time during the probationary period, he/she may be discharged, disciplined or suspended, without recourse to the arbitration provision of this Agreement.

Section 3: The designated union representative shall have the opportunity to address new employees during orientation for a period not to exceed one (1) hour within the first thirty (30) days of employment without loss of pay. The Company shall endeavor to notify the local president of any new employees hired who are covered by this agreement.

Article 7 HOURS OF WORK AND BASIS OF COMPENSATION

Section 1: Work Schedules

A. Work schedules for all employees shall be posted officially by 3:00 p.m. on Thursday for each employee who is scheduled for assigned tours for the next calendar week, except that:

1. Holiday schedules shall be posted not later than 3:00 p.m. on Thursday of the second week preceding the week in which the holiday falls.

2. Schedules for Sunday will be posted on the preceding Monday.
- B. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions shall be shifted as necessary to meet service requirements.
 - C. Where employees work common hours as a group, a statement which meets the requirements of paragraph B. may be posted for the group as such.
 - D. At locations where no management person is assigned to supervise the employees involved, a letter to such employees which meets the requirements of paragraph B. may be addressed to them advising that until further notice they are to work that schedule. At such locations this shall be considered as complying with paragraph A. above.
 - E. Insofar as service requirements permit, Sunday assignments shall be rotated among the qualified employees within a work group.
 1. Network Operations employees only, evening, night and day tours will be rotated on Sundays among those in the work group normally scheduled to work such tours.
 2. **Employees will not be scheduled to work the Sunday preceding a full week of paid time off (vacation/personal holiday) or the Saturday following a full week of paid time off (vacation/personal holiday).**
 - F. Four – Ten Hour Work Days
 1. In certain work groups, the establishment of four (4) ten (10) hour day work schedules will be at the discretion of management based on the needs of the business. Incidental absence, sick leave, vacation and personal holidays while working four (4) ten (10) hour days will be based on the amount of hours taken in any scheduled day. Weeks which include any fixed holiday will be scheduled as five (5) eight (8) hour days.

2. No daily overtime payment as required in Article 7, Section 5(c) shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Continuous work over (10) hours in any scheduled work day will be paid at the applicable overtime rate.
3. It is recognized that various conditions, other than those specifically addressed in this section, may necessitate temporarily reverting employees from a four-day work week to a normal five-day work schedule (e.g. formal schools, temporary transfers, employee(s) on STD or vacation, worker's compensation).

Section 2: Scheduling Tours

- A. Tours may fall on any day of the week necessary to meet service requirements, except that tours and part-tours which make up the normal workweek may not be spread over more than six (6) days of the calendar week except for part-time employees who work less than thirty (30) hours per week. Network Operations employees regularly assigned to evening and night tours shall have their tours scheduled in accordance with Article 15.
 1. Scheduled time is composed of tours and/or part-tours and the scheduled time for any workday shall not normally exceed the length of the normal tour.
 2. There shall be no more than four (4) hours between sessions of a split tour. The session shall not be less than three (3) hours or more than five (5) hours in length.
- B. **In no event shall the Company require or schedule employees for more than three (3) consecutive weekends in a row or twelve (12) consecutive days. 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 overtime.**
- C. Insofar as service requirements will permit, except for rotation of Sunday and holiday hours and choice of tours, a minimum time interval of twelve (12) hours shall elapse between a scheduled ending time of one tour and the scheduled starting time of the next. A minimum of six (6) hours must elapse between the

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scheduled ending of a tour and the scheduled starting time of the next tour when rotating Sunday and holiday tours, or when exercising choice of tours.

D. Employees shall be either scheduled to work or scheduled off on authorized holidays.

1. Insofar as service requirements permit, employees shall be excused on authorized holidays.

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a. Insofar as practicable employees working on a holiday will be rotated from holiday to holiday among those qualified within a work group. Christmas and Mother's Day (even though Mother's Day is not an authorized holiday) will be rotated from Christmas to Christmas and Mother's Day to Mother's Day, except that rotations shall not apply to employees who have vacation scheduled during **a holiday week or Mother's Day week.**

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E. Changes from officially posted weekly work schedule may be made in accordance with the following:

1. At the discretion of the supervisor in charge to meet service requirements.

2. At the request of employees and subject to the provisions of paragraph E.1 of this section and sub-paragraphs a. and b. below.

a. Such requested changes shall be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.

b. When a replacement of the employee's schedule is required, the change shall be made provided an agreeable change can be made in the schedule of another employee and provided such change does not involve overtime pay. The minimum period for which an employee may change hours with another employee is one session. An employee will not normally be allowed to make more than one scheduled change for a particular day.

- c. Employees shall not be restricted to the number of hours between sessions of a tour when they wish to trade any part or all of their tour, provided that no less than six (6) hours elapse between the ending of one tour and the beginning of the next as a result of such trade.

F. Any connecting time worked that precedes or follows a scheduled tour shall be paid separately on a minute-by-minute basis.

Section 3: Reporting Time Worked.

Work time for the basic workweek shall be reported on an actual work time basis in one minute increments.

Section 4: Relief and Meal Periods

- A. A relief period of fifteen (15) minutes during each session shall be granted each employee. The time for such relief periods to be taken shall be fixed by the supervisor in charge and shall be near the mid-point of the session as is practicable. Such time shall be considered as time worked.
- B. In cases of connecting, call-out or nonscheduled work when an employee requests time off for a relief or meal period, such request will be granted, without pay, if practicable in view of the nature or expected duration of the work.
- C. When service requirements so dictate, the normal one (1) hour lunch period may be reduced to thirty (30) minutes by the Company.
- D. Employees shall be entitled to an evening meal allowance of \$12.00. To be eligible for this allowance the employee must work a minimum of three (3) additional hours beyond his/her scheduled end of tour or employees who are assigned daily to work more than 75 miles outside their normal work location (exchange/town).

Section 5: Overtime and Sunday Payments

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

- (a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday.

- (b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek.
- (c) All hours worked on Sundays.
- (d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 7 except as noted in Article 7, Section 6D.
- (e) When scheduled hours are changed by the Company with less than 20 hours notice, the new scheduled time worked on weekdays shall be paid for at the overtime rate.

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

- Scheduled vacation/personal holiday;
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a Sunday;
- Paid union time off for joint meetings with the Company;
- When scheduled hours are changed by the Company with less than 20 hours notice, the new scheduled time worked on weekdays shall be paid for at the overtime rate.

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

- Bereavement, Jury Duty, Witness Duty, Short-term Disability (STD), Worker's Compensation, Military, unscheduled vacation/personal holiday, and any other paid time off not listed above;
- Any and all non-paid time off, including non-paid union time;
- Any and all 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 over 40 in a workweek already paid at the overtime rate.

All hours worked over fifty-eight (58) in a week, or sixteen (16) consecutive hours shall 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, PTO, 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.

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Section 6: Call-Out

- A. A call of an employee while off duty to work hours not previously scheduled and when the duration of the work cannot be determined, except that the following shall not be considered a call-out:
1. If the time worked immediately precedes, follows, and connects with regularly scheduled time.
 2. Work assignments, when notice is given in advance and the minimum assigned time is two (2) hours on weekdays and three (3) hours on holidays and Sundays.
- B. The minimum compensation for a call-out on a weekday that does not connect with an employee's scheduled tour, shall be two (2) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 a.m. and before 8:00 p.m., and three (3) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 8:00 p.m. and before 7:00 a.m. Time worked during a call-out on weekdays shall not be considered in computing overtime for the week.
- C. Similar assignments on holidays shall carry a minimum of three (3) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 a.m. and before 8:00 p.m. and a minimum of four (4) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 8:00 p.m. and before 7:00 a.m.

- D. For a call-out on Sunday, hours will be as specified in paragraph C. and pay shall be at the double time rate. The time shall not be included in determining the forty (40) hour workweek.
- E. Due to technological improvements, employees may be able to handle and resolve a call-out from home that does not require travel to the report center or to the customer location. In this situation, the employee will be paid a one (1) hour minimum at the employee's call-out rate of pay, to resolve the problem at home. If the time worked exceeds one (1) hour, then the actual time worked to resolve the problem will be paid at the call-out rate.

An employee who has accepted a call out and is unable to resolve the problem from home due to circumstances beyond their control, shall be paid a one (1) hour minimum at the employee's call-out rate of pay. If the time exceeds the one (1) hour, then the actual time worked will be paid at the call-out rate.

If the employee is unable to resolve the problem from home and has to leave home to repair the problem, then Article 7, Section 6B, C and/or D will apply.

Section 7: Nonscheduled Time

- A. Nonscheduled time consists of the following:
 - 1. Non-connecting work of which the employee is advised while on duty or when the duration of the work assignment can be predetermined.
 - 2. Assignment of an employee to work on a nonscheduled day for a full tour or when the duration of the assignment can be predetermined.
 - 3. In the case of nonscheduled work as described in A. 1. and A. 2. above, a minimum of two (2) hours at the applicable rate shall be paid when the work takes place on any day other than a Sunday or a holiday. A minimum of three (3) hours at the applicable rate shall be paid when the work takes place on a Sunday or a holiday. Time worked in excess of the minimum shall be paid at the rate applicable.

Section 8: Pay for Authorized Holiday

- A. Employees shall be paid a day's basic pay for an authorized holiday irrespective of any payment for time worked on the holiday, except as provided in paragraphs 1. through 5. below:
 - 1. Absentees, meaning employees failing to report for scheduled work on the holiday or on either of the scheduled days that immediately precede or follow the holiday, shall receive no pay for the holiday unless such absences are excused.
 - 2. Employees who have been granted a formal or informal leave of absence during a period in which a holiday occurs shall not be eligible to receive pay for the holiday. For the purposes of this paragraph only, absence for five (5) consecutive scheduled workdays shall constitute an informal leave of absence unless such absences are permitted by the Company due to a temporary force surplus.
 - 3. Employees who are eligible to receive Short Term Disability/Worker's Compensation benefit payments or accident benefit payments under the Employees' Benefit Plan because of disablement on a holiday shall receive no further pay for the holiday.
 - 4. An employee whose last day of work before leaving the service is on a day immediately preceding a paid holiday shall receive no pay for the holiday.
- B. Regular part-time employees shall be paid regular pay equal to the number of hours normally worked on a weekday.

Section 9: Pay for Work on Holiday

- A. Employees working on a holiday shall be paid at one and one-half (1 1/2) times the basic rate except as otherwise provided in this section.
- B. Employees working on a holiday shall be paid at the overtime rate for work in excess of a normal tour.
- C. Pay under this section is in addition to pay under Section 8.

Section 10: Equalization of Overtime Pay Work Opportunity

- A. Opportunity to work at the overtime rate shall be equalized insofar as practicable within each work group. Scheduled time, worked on Sundays and holidays is not covered by this section, but is rotated in accordance with other provisions of this Agreement.
- B. The cumulative total hours of overtime worked will be reset to zero at the beginning of each calendar year. Employees will be contacted by seniority for overtime opportunities when overtime hours are equal. The overtime equalization report will be updated bi-weekly. When the Company fails to offer overtime assignments to available qualified employees in the inverse order listed on the report and offers the assignment to another employee or employees, the by-passed available qualified employee or employees will be allowed to work the equivalent amount of overtime and receive the equivalent pay at the applicable overtime rate. The opportunity to work this additional overtime will be scheduled by mutual agreement between the employee and the supervisor and worked by the employee no later than 14 calendar days of notifying the Company of the error. This penalty pay will be due only if the employee was available and qualified but was not offered the assignment. The number of employees who are due penalty pay under this section will not exceed the number of employees who erroneously worked the overtime assignment.
- C. The Company has a right to require an employee to work on overtime, call-out or nonscheduled assignment.

Article 8
WAGES AND DIFFERENTIALS

Section 1: Wage Rates

- A. Full-Time Employees. Pay and progression schedules for full-time employees shall be those shown in the appendix attached hereto and made a part of this Agreement.
- B. Part-Time Employees.
 - 1. The rate of pay and amount of increase for part-time employees shall be prorated by relating his/her hours of work to the normal workweek.
 - 2. A part-time employee shall receive progression increases at the same work experience intervals as a full-time employee.

Section 2: Starting Rates

The Company shall have the right to determine the starting rate of each employee and shall assign wage credit as it feels proper according to the background of the individual being employed. As the proficiency of an employee is evaluated by the Company, the rate of pay may be adjusted upward or downward accordingly.

Section 3: Effective Date for Wage Increases

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

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

Section 4: Transfers to a Lower Rated Job

Employees transferred to lower rated jobs, either at their own request or due to unadaptability on existing assignments, will receive compensation based on the wage length of service in the lower rated job and under no circumstances to exceed the maximum for the lower rated job.

Section 5: Night Differential Payments

Employees shall be paid an hourly differential of **\$3.00** for working scheduled hours which fall wholly or partly within the period 8:00 p.m. to 7:00 a.m. **Effective 01/01/2027 the hourly differential will increase to \$3.50/hour.** R

Section 6: Head Craftsperson Differential

Employees in the Network Operations may be designated as head craft persons from within the affected work group and assigned the responsibility of working leader. During the period in which the title is

held a differential of one dollar (\$1.00) per hour will be paid for all hours of the assignment.

Section 7: Relief Differentials

Employees temporarily assigned to another classification shall not have their wages reduced, and if the assignment is to a position in a higher classification, shall be paid the rate of the higher classification when so assigned. **In the event that a temporary assignment to another classification is required, the Company will first seek volunteers to work the assignment in seniority order from the work group affected by such assignments. If there are no volunteers, the assignment will be based on inverse order of seniority.**

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Section 8: Coach Differential

Employees designated by the Company to act as a coach will receive a differential of **\$1.50** per hour for all hours worked and will not perform their normal job duties during such assignment unless specifically directed to do so by the Company. It is recognized that the Company may from time to time, in its discretion, direct employees designated as coaches to perform other (non-coach) work; but such employees will receive the Coach Differential, so long as they are designated as a coach by the Company.

Section 9: Standby Duty

Standby Duty may be utilized for all classifications covered under this Agreement. The Company reserves the right to designate the areas in which this program will be utilized. When the Company chooses to utilize standby, the person assigned standby duty will be the first person contacted for a callout.

This program will be voluntary if an adequate number of employees are available. Otherwise, the Standby Duty will be rotated among qualified employees, as determined by management.

The following guidelines will be used for application of this program.

1. The Standby Duty may be rotated on a daily and/or a weekly basis (Friday at 8:00 a.m. to the following Friday at 8:00 a.m.).

2. Employees on weekly standby duty will not be required to perform Standby Duty more than twice per month unless they volunteer.
3. If no one volunteers, the Standby Duty will be rotated among qualified employees, as determined by management.
4. The Company will contact the Standby employee by means of wireless communications designated and provided by the Company.
5. The Standby employee will be required to report within one hour of being contacted.
6. Standby technicians will be paid a differential of \$35 per day (Monday thru Friday) and **\$60** on holidays. Employees required to be on Standby for Saturday and/or Sunday will be paid a differential of **\$50** per day for each twenty-four (24) hour period which shall commence at 12:00 a.m. and cease at 11:59 p.m. on the day in question. This differential will be in addition to any call out pay the technician may earn.
7. Standby employees will normally be used within their assigned areas. In no instance will the company require a Standby employee to travel more than 75 miles on a call out assignment. Employees who are used or designated as "Standby Technicians" will be utilized within the areas where he is qualified to perform the work.
8. During periods of Standby Duty, the employee may choose to use a vehicle for business purposes only. The vehicle must be kept at the employee's place of residence and parked off the public street when possible.
9. Upon agreement with the local Union President(s) and Management, the standby technician coverage area may be expanded beyond his/her normal assigned area.

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Article 9 HEALTH AND SAFETY

Section 1: The Company shall make available the inclement weather policy on the same basis as applies to non-represented employees.

Section 2: The maintenance of proper health and sanitary conditions and the observance of all laws relating to fire protection and safety are of mutual concern to the Company and the Union.

**Article 10
HOLIDAYS**

Section 1: Authorized Holidays

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

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Section 2: Holidays Falling on Sunday

When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 3: Holidays Falling on Saturday

When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 4: Holidays within Vacation Period

When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be granted and may, unless acute service demands prohibit, be taken at any time within the vacation year provided that the additional day is selected not later than Tuesday noon preceding the posting of the schedule for the week in which the holiday is to be taken.

Section 5: Personal Holidays

A. In the first year of employment, employees hired between January 1st and February 28th will be granted four (4) personal holidays; employees hired between March 1st and April 30th will be granted three (3) personal holidays; employees hired between

May 1st and June 30th will be granted two (2) personal holidays; employees hired between July 1st and August 31st will be granted one (1) personal holiday; and employees hired between September 1st and October 31st will not be granted a personal holiday.

After the first year of employment, personal holidays shall be earned based on the following schedule:

1 year < 2 years	5 personal holidays
2 years and above	7 personal holidays

- B. All personal holidays shall be scheduled individually at the conclusion of the vacation selection process in seniority order. Personal holidays may be rescheduled during the unexpired portion of the calendar year upon the request of any employee service requirements permitting.
- C. Employees may select two (2) personal holidays in the calendar year individually among the employees in the workgroup. The selection of these two (2) holidays will be made by seniority. Up to 10% of the employees in the workgroup may select the same day and not be subject to staffing requirements. However, for Service Provisioning employees only, the overall number of employees off for vacation and personal holidays within a workgroup shall not exceed 15%. If more than 10% of the employees in a work group select the same day, then staffing requirements as determined by management will be the determining factor.

Employees may take two (2) personal holidays (up to 16 hours) in segments of one (1) hour or more in accordance with paragraph B. above. Service provisioning employees may take all personal day hours in one hour increments.

Article 11 VACATIONS

Section 1: Vacation Eligibility

Effective January 1, 2018, vacations shall be granted to regular full-time employees at their basic rate of pay in accordance with the following schedule:

Length of Service	Eligible Hours
0 but < 1 year	0
1 year < 5 years	80 hours
5 years < 10 years	120 hours
10 years < 15 years	140 hours
15 years < 20 years	160 hours
20 years < 25 years	180 hours
25 years and over	200 hours

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.

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.

Vacation/Personal holiday hours are provided for the first five (5) consecutive scheduled workdays of a non-occupational or occupational disability related absence and all incidental absences from work including but not limited to incidental absences of five days or less due to illness/injury. In situations of Worker's Compensation absences or FMLA covered absences to care for covered relatives, the employee will have the option to take vacation/personal holidays or unpaid time off.

Vacation and Personal holidays includes both scheduled and unscheduled vacation and/or personal holidays. Scheduled vacation and/or Personal holidays are those hours selected by the employee in accordance with the vacation and/or Personal holiday selection process or other employee requests approved by the immediate supervisor contained in Section 2 of this article. Scheduled vacation and/or Personal holiday hours are included as part of a regular work week for overtime purposes and unscheduled vacation and/or personal holiday hours are not included.

Unscheduled vacation and/or personal holidays occur when an employee is absent from work. Based on the needs of the business, a request for an unscheduled vacation and/or personal holiday may be considered excused or unexcused by the supervisor. Should a supervisor grant an “excused” unscheduled vacation day and/or personal holiday, it will not count as an occurrence. Unscheduled “unexcused” vacation and/or personal holidays will count as an occurrence under the attendance plan. The Company recognizes that situations occur where an employee may need to take unscheduled time off and agrees to make every effort possible to work with the employee to avoid an occurrence, situation permitting. Unscheduled vacation and/or personal holidays are not included as part of the regular work week for overtime purposes.

Section 2: Vacation Assignments

- A. Vacations in accordance with the provisions of Section 1 may be taken at any time, subject to service requirements, during the calendar year. Vacations shall be scheduled five (5) consecutive days and may be scheduled for two (2), three (3), or four (4) consecutive weeks. Vacations should be scheduled to begin on the first working day of the week. Although vacation normally will be taken in segments of one week, an employee may take vacation in increments of one-half day, a day or more at a time where service requirements permit, as determined by management.
- B. The selection of vacation time shall be based upon seniority in each work group. An individual employee may exercise his/her seniority with respect to vacation periods only at the time the vacation schedule for a given work group is established. If the vacation period is to be split, seniority may be exercised only on the first segment until all employees in the work group have made their selection. Thereafter an employee may exercise his/her seniority with respect to the second segment of his/her vacation as outlined above, and the same procedure shall be adhered to with respect to any additional vacation segments.
- C. The Company will post no later than November 1 preceding the vacation year a vacation schedule showing the number of employees in each work group who can be off during the vacation period, together with the vacation allowance for which each is eligible.

- D. Starting no later than December 1 preceding the vacation year the Company will make a reasonable effort to contact employees, in 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 with 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 January 1 of the vacation year. Vacation periods for employees failing to meet this requirement shall be assigned by the Company.
- E. Vacations may be rescheduled during the un-expired portion of the vacation year upon the request of any employee providing such rescheduling is consistent with service requirements.
 - 1. If an employee is on STD the first day of his/her vacation period, or the first day of any subsequent full week's segment of his/her vacation period, to the extent that he/she would be unable to take vacation, or such segment, or return to work, the vacation, or such segment shall be rescheduled upon his/her request, provided that the employee's supervisor is notified on the first day of illness.
 - 2. If reasonable notice is provided his/her supervisor, an employee who is required to report for jury or witness duty as described in Article 17, Section 4.A.1., on the first day of the vacation period, or the first day of any subsequent full week's segment of the vacation period, shall have vacation, or such segment, rescheduled upon request.
- F. If emergency conditions exist, an employee may be required to postpone or even cancel any portion of their scheduled vacation for the current year. In the event that cancellation by the Company of scheduled vacation is necessary and no alternate date is agreed upon, the employee will be given the choice of carrying a maximum of 40 hours over to the next calendar year, or being paid the equivalent of the scheduled vacation time that was cancelled within the next pay period.
- G. Vacation Carryover: The Company agrees to allow employees covered by the labor agreement to carry over up to a maximum of one (1) week (40 hours) of vacation to the following calendar year. The week of vacation must be scheduled and taken

before December 31st of the following year and is not cumulative. Employees on Short Term Disability at year-end also will be able to carry over a maximum of 40 hours of unused vacation with a December 31st expiration date. Carryover vacation shall be selected after regular vacation and personal holidays have been selected for the following year.

Section 3: Vacation Pay

- A. Vacation pay for a regular full-time employee shall be at the basic rate of pay.
- B. Vacation pay for regular part-time employees shall be at the basic rate of pay prorated according to the average weekly scheduled hours of the employee during the preceding four (4) weeks.

Section 4: Vacation when Leaving Service

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.

If an employee's retirement or 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 vacation allotment for the next calendar year.

Article 12 TRAVEL TIME

Section 1: Time Considered Worked

- A. Excluding periods when an employee is Home Garaging/Satellite, time spent by an employee in traveling from the Company designated place of reporting to the job, and from the job back to such place at the conclusion of the day's work, shall be considered as time worked.
- B. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.
- C. Excluding periods when an employee is Home Garaging/Satellite, time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work," shall be considered as worked time.
 - 1. Insofar as it is practicable, the Company will not require employees to travel on Sundays or holidays.

Section 2: Pay Basis for Travel Time

When it is to be considered as time worked, travel time shall be paid for on the same basis as actual work time.

Section 3: Home Garaging

Home Garaging/Satellite is voluntary and will be administered in accordance with the current Company policy, a copy of which has been provided to the Union. The Company reserves the right to amend or discontinue the policy in accordance with Article 3.

Article 13 TRAVEL EXPENSES

Section 1: Expense in Connection with Transfers

- A. The Company shall not pay transfer or moving expenses when an employee is transferred at his/her request.

1. The employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings and to make the trip to the new location.
- B.
1. When an employee is transferred at the instance of the Company from one town to another, he/she shall be given reasonable notice prior to the transfer, and reasonable expenses to the employee in connection with the transfer shall be borne by the Company.
 2. The employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings, and to make the trip to the new location.
 3. The employee shall be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual cost of transportation, meals, lodging, and other incidental expenses for the employee and the members of his/her immediate family residing with him/her including drayage costs and other incidental expenses of moving household furnishings.
 4. The employee shall be reimbursed for loss of unexpired rent or house payment for a period not to exceed one (1) month except that in case of undue hardship consideration will be given to reimbursing the employee for unexpired rent or house payment beyond one (1) month but not to exceed three (3) months.
- C. Any change in the designation of an employee's headquarters town shall be considered and treated as a transfer for the purpose of this section.

Section 2: Travel Expense

- A. Employees shall, when required to travel, be reimbursed for necessary reasonable board, lodging and other expenses in accordance with the **Brightspeed** Business Expense Reimbursement Policy. R
1. An employee entitled to receive such expenses may elect to make his/her own living arrangements. In cases where the travel requires an overnight stay away from the employee's

home, the employee will be paid an allowance of \$70.00 per night in lieu of such expenses for those meals, lodgings, and other expenditures which would otherwise be payable on an actual expense basis.

- a. In the case of training schools or group movements of employees for emergency reasons, the Company may make suitable arrangements for lodging and/or meals for employees involved. If such an employee elects to make his/her own living arrangements, he/she will be paid the allowance otherwise payable under paragraph 1 above.
2. An employee entitled to receive expenses incurred during a temporary transfer may elect to travel on his/her own time to and from his/her regularly established home by means of their personal vehicle. This commuting allowance of \$25.00 is payable only for round trips from the location of the temporary assignment to the employee's home and return, and only on occasions which would have required an overnight stay had the employee not elected to return home.
 - a. An employee on actual expenses or receiving the allowance of \$70.00 per day who returns to his/her regularly established home overnight shall be considered to be on a commuting status for that day on which the trip home begins and shall be paid the commuting allowance of \$25.00 for that day.
 3. When an employee is authorized by the Company to travel by means of his/her personal automobile, the employee shall receive the mileage allowance authorized by the Internal Revenue Service, for travel over the agreed upon route. The employee may be required to submit evidence that he/she has the minimum amount of liability insurance required by State law.

Article 14

SERVICE AND SENIORITY

Section 1: An employee's company service date shall be determined by the company and will be the controlling factor for determining the level of benefits an employee is eligible for.

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 in accordance with the Bridging of Service Policy applicable to non-represented employees of the Company.

Section 2: During the term of this Agreement, seniority shall be used for the purpose of assignment of tours as covered by Article 15, the choice of vacations, transfers at the instance of the employee or the Company, and for lay-offs and recalls.

Notwithstanding other provisions of this article, employees entering the bargaining unit with previous CWA 3680/A/81/82/85 bargaining unit seniority will have such bargaining unit seniority immediately apply as seniority for all uses.

Section 3: Seniority During Absences

Only the first thirty (30) days of an approved leave of absence other than military or Union leave will count toward an employee's service and seniority. Service and seniority will accrue during layoffs up to a maximum of six (6) months.

Section 4: Seniority for New Hires

Effective September 10, 2007, seniority for new employees hired on the same day will be determined by using the last four digits of the employees' social security numbers with the higher number being more senior.

Section 5: Seniority for Part-Time Employees

Part-time employees shall accrue seniority credit in accordance with the following table:

<i>Number of Hours Normally Assigned Per Week</i>	<i>Seniority Credit (Per Calendar Month)</i>
Up to 8 Hours, inclusive	1/5 month
Over 8 hours to 16 hours, inclusive	2/5 month
Over 16 hours to 24 hours, inclusive	3/5 month
Over 24 hours to 32 hours, inclusive	4/5 month
Over 32 hours	1 month

Section 6: Reciprocal Seniority

If any employee is transferred into any area covered by this Agreement who is covered by a **Brightspeed** Collective Bargaining Agreement that has a reciprocal provision shall have their seniority honored subject to the following conditions:

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1. Only time accrued within a **Brightspeed** bargaining unit will be credited for seniority purposes.
2. An employee entering the bargaining unit will have their previous **Brightspeed** bargaining unit seniority bridged after two (2) years.

Article 15 CHOICE OF TOURS

Section 1: Network Operations

- A. Insofar as service requirements permit, the Company shall assign tours within the work group in accordance with the preference of employees in the order of their seniority no less frequently than every four (4) weeks. The Company reserves the right to make assignments as may be necessary for compliance with the law, training or retraining and to determine the particular job classification experience level, or specialized training required for the tours being assigned.
 1. When scheduled Saturday day tours (falling between 7:00 a.m. - 8:00 p.m.) are required, the assignment to work on Saturday will be rotated among all qualified employees in the same group who work at the same location(s) and who normally work day tours during the week. The hours of such tours will be assigned by the Company.
- B. Each employee shall exercise the choice of tours from the posted schedule in accordance with seniority.
- C. Tours will generally consist of two (2) four-hour sessions; however, there will be situations requiring sessions of three (3) hours and five (5) hours and/or three and one-half (3 1/2) hours and four and one-half (4 1/2) hours, separated by a lunch period of not less than one-half (1/2) hour except for employees on night tours falling wholly between 4:00 p.m. and 8:00 a.m. Where no lunch period is provided during the tour, the tour will be considered as consisting of two four-hour sessions.

- D. Once a schedule assignment is complete, no change shall be made in the assignment until the next selection period except where the Company finds it necessary for service requirements to revise the schedule to less than four (4) weeks. For each such revision, the opportunity to exercise preference for choice of tours will be afforded.
- E. An employee returning from leave of absence, or layoff or coming in by transfer, or employees who have their service bridged following the selection, shall be granted choice of tours in accordance with their seniority at the next revision of the schedule or selection as provided above.
- F. Not more than four (4) weeks prior to the effective date of a new schedule the Company will post the schedule notice for the work group. The notice shall state the effective date of the new schedule and the date for submitting preference.
 - 1. At the time of posting the schedule the Company shall also post for each work group the names and seniority dates, as of the date of schedule revision, for all employees. An employee who will enter the work group or report to the work group when it is known in advance will be included on the list.
 - 2. An employee on vacation or leave of absence who is expected to return on or before the effective date of the new schedule, or an employee who has not indicated a preference will be assigned in accordance with the employee's last previously expressed preference, if such tour is available. If no preference has been expressed and the tour previously held is not available, any similar available tour will be assigned.
 - 3. Employees who return from leave of absence or vacation or who are transferred into the work group after the effective date of the new schedule shall be placed on the seniority list immediately after the last employee who has exercised a preference.
 - 4. Employees entering or returning to the work group who have not been assigned in the current weekly work schedule shall be assigned any available tours for the current week.

5. After the weekly schedule is posted, employees who relieve in a higher rated job shall assume the hours assigned to the person being relieved.
6. The posted schedule notice for submitting preference shall include only the names of employees who, in the judgment of the supervisor concerned, are qualified as a result of experience and training to satisfactorily perform their job assignments with minimum assistance and supervision. Only those employees whose names are so listed shall be eligible to choose tours.
7. The posted list shall not be required in work groups of less than four (4) employees.

Article 16
TRANSFERS AND JOB BIDDING PROCESS

Section 1: Conditions and Terms of Transfer at Instance of Employee

- A. Consideration shall be given to the request of an employee for transfer as set forth in this article provided: (1) that it is based on good and sufficient reason as determined by management; (2) service requirements in the exchange or on the job from which the transfer is to be made will permit it; and (3) that the employee's qualifications as determined by management are such that his/her services may be profitably used in the exchange or on the job to which he/she wishes to transfer.
 1. Employees seeking to change work locations without changing their job title will submit a request (Appendix D) to their supervisor. When the Company determines an opportunity becomes available at a work location, management will review the qualifications of interested employees and make selections.
 2. Employees will be limited to having two transfer requests on file at any time during the calendar year.
 3. Employees desiring to move from one district to another may be disqualified if they have active formal disciplinary action.

- 4. The transfer list will reset each year on January 1st. At the end of each year, the employees on the transfer list will be contacted to see if they want to continue to be on the list for the following year. Employees may submit additional transfer requests at any time and the request will be confirmed via email. Employees shall be provided a copy of the transfer list upon request.**
- B. An employee who wishes to return from a leave of absence to a job title formerly held by that employee shall take precedence over an employee who seeks a transfer under the provisions of Sections 1. and 2. of this article.
- C. Where more than one employee, who is qualified, in the opinion of management, has requested a transfer to the vacancy, seniority shall prevail.
- D. When an employee is selected for a job vacancy and job requirements preclude his/her immediate release, the employee shall be transferred to a similar vacancy as soon as his/her replacement can be found and trained.
- E. When an employee is transferred to a job title having a lower wage guide, his/her rate of pay shall not be reduced if it is not above the maximum rate for the new job title. If his/her rate is above the maximum in the new job title, his/her rate shall be reduced to that maximum.
- F. When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by management.
- G. Where an employee has transferred pursuant to the provisions of this section, and the Company determines that such employee fails to perform his/her new job satisfactorily within ninety (90) days of the transfer, the Company may either (1) retransfer him/her to his/her former job or its equivalent if one is available, or (2) it may demote him/her to a lower rated classification if one is available, or (3) place the employee on leave of absence pending availability of a suitable job.
- H. Normally, an employee granted a transfer under the provisions of this article shall not be granted another transfer for a period of one

(1) year [except for transfers and new hires into the Network Tech, Business Services Tech, - eighteen (18) months].

- I. Hardship transfers shall be considered on a case by case basis. They shall be for good and sufficient reasons and mutually agreed to by the local President (having jurisdiction over the job being filled) and the appropriate Company representative.

Section 2: Transfer at Instance of the Company

- A. When a job is to be filled by transfer to another job having the same classification among Union represented employees within the Company, the job will be offered to qualified employees in their order of seniority. In the event no one accepts the job, it shall be filled by transferring the junior employee, in the exchange from which the transfer is to be made, who is qualified.

If the new principal exchange is over fifty (50) miles from the original principal exchange, then the employee is not required to accept the transfer.

In order to attempt to avoid a layoff, for transfers requests over fifty (50) miles, the Company and the Union will meet and discuss the need for the transfer(s) along with any transfer requests on file per Article 16, Section 1. The Company will have the right to offer an incentive payment over and above the relocation expenses covered in Article 13.

- B. When an employee is transferred at the instance of the Company to a job title having a lower wage guide, his/her rate of pay shall not be reduced if it is not above the maximum rate for the new job title. If his/her rate is above the maximum in the new job title, his/her rate shall be reduced to that maximum.
- C. When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by management, both at the time of transfer and in the future.

Section 3: Temporary Assignments

- A. Temporary assignment of an employee to perform work in the same job classification to meet service needs at a location other than the regularly assigned work location shall not be considered as a transfer. **Temporary assignments made the day of the assignment will not be determined by seniority. Temporary assignments that will consist of more than one day and/or an overnight stay will be determined by seniority.**
- B. **In the event that a temporary assignment is required to work outside of the employee's job classification, 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 within the work group affected. Effective January 1, 2025, a temporary assignment will in no case exceed 120 working days in a calendar year.**

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Section 4: Conditions and Terms of Transfer of Physically Disabled Employee

When an employee becomes physically unable to perform in his/her assigned job title but is able, in the opinion of management, to perform in a less physically demanding job classification, management may offer the employee employment in such job vacancy. Under such conditions the requirements of Section 1. of this article will not apply.

Section 5: Job Bidding Process

- A. 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. The Company shall notify the four (4) Local presidents of all bargaining job vacancies.
- B. 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.

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

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

1. Probationary and temporary employees.
 2. Laid off employees.
 3. Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same classification as the vacancy involved.
 4. Employees in formal corrective action.
 5. Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.
- D. The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate from any source as determined by the Company. Seniority will govern only in the event multiple internal candidates are determined to be most qualified by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

Section 6: New and Modified Job Titles

New Job Titles:

Whenever the Company determines it appropriate to create a new job title in the bargaining unit, it shall be handled as follows:

The Company shall notify the union in writing at least thirty (30) calendar days before the new job title is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

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

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

Modified Job Titles:

First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc. and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment, or systems is routine and has minimal (in contrast to a substantial) impact must be brought by the Union within thirty (30) calendar days of the date of the change using the Arbitration Procedure below.

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

The Company shall notify the Union in writing at least thirty (30) calendar days before the changes are implemented, and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.

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

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

Arbitration Procedure for Disputes Over New and Modified Job Titles:

Although the Company may create a new job title or modify the nature and scope of existing job titles, without bargaining, the effects of such actions shall be subject to final and binding arbitration according to this procedure.

If the dispute is whether the modifications in job duties or responsibilities of an existing job title have substantially changed the nature and scope of the work, the arbitrator may resolve that dispute. If the arbitrator finds that a substantial change has occurred, the issue of the appropriate wage rate or wage schedule shall be returned to the parties for negotiation.

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job title or a modified job title as described above, the parties shall select an arbitrator following the procedure in Article 25. The parties further agree that within thirty (30) calendar days after selection of the arbitrator each party will submit its final offer position on the wage schedule to an arbitrator, copying the other party. These final offer positions may thereafter be changed only with mutual agreement of the parties. Notwithstanding the

limitations on an arbitrator's authority under Article 25, an arbitrator selected under this procedure shall have the authority to choose between the two final offers, and may also award retroactive wage adjustments. The decision of the arbitrator shall be final and binding.

Article 17 ABSENCES FROM DUTY

Section 1: Administrative/Personal Leave

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

Section 2: Miscellaneous Paid Absences

- A. Jury Duty and Subpoenaed Witnesses. If reasonable notice be given his/her supervisor, an employee shall suffer no loss of base pay for the time necessarily consumed in the performance of jury duty and no deductions shall be made for any amount of monies received from civil authorities. While employees will not receive pay for time missed while serving as a witness, duly subpoenaed witnesses will be allowed time off without pay; and such time off will not be counted as a chargeable occurrence under the attendance program.

- B. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company shall be subject to the same treatment absence due to personal illness, provided under Section 2 of this Article.

- C. Deaths. In the case of death in the family of an employee, excused time off with pay for scheduled time will be granted as follows:

Up to five (5) days of paid leave for a death in the immediate family, defined as:

- Spouse (domestic partner)
- Parents (including step-parents)
- Child (including step-children & children of domestic partner)
- Sibling (including stepbrother or stepsister)
- Grandchild

Up to three (3) days for other covered relatives or household of such employee defined as:

- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- In-law (including mother, father, son, daughter, brother, sister, grandparents)

“Household of employee” includes persons who regularly make their home with the employee as a part of the family.

Such time off will begin on the day of the death and may extend through the day following the funeral.

The Company shall be given reasonable notice prior to intended absence or funeral leave. In no case will payment be granted in lieu of time off nor will payment be made if death and funeral occur during non-work time. If a death or funeral of a member of the employee’s immediate family occurs during the employee’s vacation, the employee will be allowed to use funeral leave and reschedule the remainder of his/her vacation if time and service requirements permit.

- D. Voting. If reasonable notice be given his/her supervisor, an employee shall suffer no loss of regular pay for time necessarily consumed in voting in any federal, state, municipal, or county elections, if the polls are not open during the employee’s off hours, or if the employee does not have sufficient time to reach the polling place before or after his/her scheduled work hours.

- E. Blood Donors. Employees who volunteer to donate blood to individuals or through the facilities of a blood collecting unit may be excused with pay for the time required to donate blood, not to exceed two (2) hours.

Section 3: Family and Medical Leave

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

Section 4: Disability Leave

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

Section 5: General Rules Governing Leaves

The following rules shall apply to all leaves:

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

the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.

4. Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company's Leaves of Absence Policy.

Section 6: Short Term Disability

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

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

Vacation/Personal Holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence (STD waiting period).

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

If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, plant/office closure, etc.,

while the employee is receiving STD benefits under the Plan, the employee may continue to receive benefits until the earlier of either the Plan's benefits are exhausted, the employee fails to comply with the Plan's STD administrative requirements or the employee's doctor (or the IME doctor) states and the Plan agrees that the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.

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

Benefits may be paid up to a maximum of twenty six (26) weeks. The amount of pay (sixty percent (60%) or full pay benefits) is a percentage of "base salary". Base salary for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base salary does not include incentive compensation, overtime, shift differential or other special payments or calculations.

1. For employees hired, re-hired or transferred into this bargaining unit before January 1, 2020, the STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

<i>If your service is:</i>	<i>Benefits are 100% Base Rate Pay for:</i>	<i>Benefits are 60% of Base Rate Pay for:</i>
Less than 1 year	0 Weeks	0 Weeks
1 Yr but < 2 yrs	2 Weeks	24 Weeks
2 Yrs but < 3 yrs	4 Weeks	22 Weeks
3 Yrs but < 4 yrs	6 weeks	20 weeks
4 Yrs but < 5 yrs	8 weeks	18 weeks
5 Yrs but < 6 yrs	10 weeks	16 weeks
6 Yrs but < 7 yrs	12 weeks	14 weeks
7 Yrs but < 8 yrs	14 weeks	12 weeks
8 Yrs but < 9 yrs	16 weeks	10 weeks
9 Yrs but < 10 yrs	18 weeks	8 weeks
10 Yrs but < 11 yrs	20 weeks	6 weeks
11 Yrs but < 12 yrs	22 weeks	4 weeks
12 Yrs but < 13 yrs	24 weeks	2 weeks
13 Yrs or more	26 weeks	0 weeks

For employees hired, re-hired or transferred into this bargaining unit on or after January 1, 2020, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

<i>If your length of service is:</i>	<i>Then benefits at 70% of Base Salary are paid for:</i>
Less than one year	None
1 year or >	26 weeks

2. 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.
3. STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan's STD administrative requirements, or c) the Plan's benefits as described in this Article have been exhausted.

If you return to work for less than 182 calendar days following an STD absence, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit

Payment Schedule described above based on your service at the first time you became entitled to Plan benefits.

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

Section 7: Worker's Compensation

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

For employees hired, re-hired or transferred into this bargaining unit before January 1, 2020, the Company will provide an employee a salary continuation benefit (called Supplemental Workers' Compensation Pay or (SWCP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

For employees hired, re-hired or transferred into this bargaining unit on or after January 1, 2020, 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.

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

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

salary continuation check, regular paycheck, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular paycheck, or to reimburse the Company.

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

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Section 8: Absences Excused with Pay.

A. Excusals for Military Duty

1. Employees who are members of the National Guard, or reserve components of the Army, Navy, Air Force, Marine Corps, or Coast Guard, and who are excused when called out with their military units for normal training periods or emergency service or when ordered to participate individually in training activities shall be paid the amount, if any, by which their basic company pay exceeds government pay. For this purpose, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents the difference between quarters allowance established for members of the uniformed services with dependents and those established for members of the uniformed services with equal rank without dependents.
2. Requests to be excused for military training or duty involving absences of more than two (2) weeks in any one (1) year will be considered individually.
3. It is not the intent of any of the foregoing to provide such payments for more than ten (10) workdays in any one (1) year, unless such payments are approved by the president or vice president.
4. Participation in active training or emergency duty under the conditions outlined above shall not affect the regular vacation to which the employee may be entitled.

Section 9: Absence Payment Limitation.

No payment beyond five (5) full days basic pay shall be made for absence from duty during any calendar week.

Section 10: Overtime Payment Limitation.

Paid excused time shall not be considered as time worked when computing overtime payments, except as provided by Article 7, Section 5.

Section 11: Military Leaves.

A. General

1. Military Leaves of Absence or Armed Forces Training Leaves of Absence, referred to as "Military Leaves" for the purpose of these instructions will be granted to regular and temporary employees entering on active duty with the Armed Forces of the United States, on or after June 27, 1950.
2. For the purpose of this section, temporary employees shall include all temporary employees within the meaning of these instructions, except those who leave a "temporary position" within the meaning of the Military Selective Service Act as amended.
3. For the purpose of this section, the term "Armed Forces" shall include the Army, the Air Force, the Navy, the Marine Corps, the National Guard when ordered into Federal Service, and the U.S. Coast Guard.
4. Active duty, as used herein, means active duty for training and service and does not mean periods of duty entered upon solely for the purpose of active duty for training.
5. Military Leaves shall cover the period of absence in the Armed Forces, subject to the conditions and limitations hereinafter stated.

B. Reemployment

1. All employees who are granted, or who have been granted heretofore, Military Leaves to enter the Armed Forces and who have reemployment rights under the appropriate Act,

and all others who have such reemployment rights will be re-employed in accordance with the provisions of the appropriate Act as now written and as it may be changed.

2. Employees granted Military Leaves who have reemployment rights under the appropriate Act and who do not apply for reemployment within the specified period shall be considered as resigned and the Military Leave terminated.

C. Status Under the Benefit Plan.

1. Employees re-employed by the Company, in accordance with paragraph B.1. above, will receive full net credited service credit for the period of absence in military service.

D. Pay Treatment

1. Employees, except those described in paragraph 2. below, who are granted Military Leaves to enter the Armed Forces will (where their Company pay is greater) receive the difference between their Company pay and their government pay, as defined in paragraphs 3. and 4. below, for the first two (2) weeks of military service.
2. Employees granted Military Leaves with one (1) or more years of net credited service and: (1) who are inducted into the Armed Forces under the Act, or (2) who are subject to induction under the Act and enlist for the minimum period permitted by the branch of the Armed Forces in which the enlistment occurs, or (3) who are members of the Reserve Components of the Armed Forces, including the National Guard, and are ordered or called into active duty other than on the basis of voluntary action initiated by the employee, will receive (where their Company pay is greater) the difference between their Company pay and their government pay, as defined in paragraphs 3. and 4. below, for the first three (3) months of military service or for any shorter period of such service.
3. For the purpose of paragraphs 1. and 2. above, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents, the difference between quarters allowance established for members of the uniformed services with equal rank without dependents.

4. Government pay for the purpose described in paragraphs 1. and 2. above, shall be determined in accordance with paragraph 3. above, at the time of entry into the Armed Forces and the rate so determined shall be used in computing the payments to be made by the Company for the first two (2) weeks or three (3) months of service in the Armed Forces, as the case may be. Company pay for this purpose will be based upon the basic rate in effect at the time of the employee's entry into the Armed Forces.

E. Payments on Behalf of Dependents

1. Following completion of the payments provided in paragraph D. above, employees who are granted Military Leaves, regardless of their length of net credited service, and (a) enter the Armed Forces under conditions described in paragraph D. 2. above, and (b) who have spouses and/or dependent children under eighteen (18) years of age at the commencement of the Military Leave, will receive for a further period of three (3) months the difference between their Company pay and their government pay determined as of the beginning of such three (3) months additional period. Government pay for this additional period shall be an amount computed in accordance with paragraph D. 3. above, plus any family allowances provided by law. Company pay for this purpose will be based upon the basic rate in effect at the time of the employee's entry into the Armed Forces. Such employees who have only dependents other than spouses or children under eighteen (18) years of age at the commencement of their Military Leave shall, upon submission of proof of dependency, receive special payments from the Company not to exceed those provided for dependents herein.

F. Vacation Treatment

1. Employees entering active duty in the Armed Forces will be given such vacations to which they are entitled. A lump sum payment in lieu of any unused vacation to which an employee may be entitled at the date on which the leave begins, shall be made at that time.
2. Upon being re-employed after returning from Military Leaves, employees shall receive any vacation to which they are

entitled to the extent that such vacation may be taken within the current calendar year.

G. Concession Telephone Service

When an employee is granted a Military Leave, concession telephone service shall be continued provided the carrier is **Brightspeed**.

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H. Payroll Deductions

All payroll deductions authorizations will be cancelled as of the date on which the leave begins.

I. Application of Pay Treatment Where an Employee Reports for Military Service More Than Once

1. If an employee has received payments under paragraph D. or E. of this section and returns to the employee of the Company and thereafter within twelve (12) months of his/her return is granted another Military Leave pursuant to this section, he/she will receive such pay in connection with such subsequent Military Leave as provided for under this section, less the total amount of payments made in connection with such previous Military Leave.
2. The amount of pay provided by this Section for an employee granted a Military Leave will be reduced by payments, if any, made (for absences during the sixty (60) days prior to the effective date of the Military Leave) to such employee pursuant to Section 4.B., Article 17 of this Agreement.

Section 12: Leave of Absence for Union Duty.

A. Informal Leaves.

Subject to the needs of the service, incidental leaves of absence may be granted to qualified Union representatives, as designated in writing to the Company by the International Representative of the Union, for the performance of lawful **Brightspeed** Union business. Such leaves shall be without pay and shall not exceed thirty (30) consecutive days at any one time nor more than sixty (60) days (ninety (90) days in the case of the president, executive vice president, secretary/treasurer, and secretary or treasurer of the local) in any one calendar year. Each qualified employee

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desiring such a leave shall notify his/her immediate supervisor in writing at least three (3) days prior to the time the leave is to begin and specify the length of time he/she desires to be absent. The status of employees absent under this article shall be the same as the status for other employees granted leaves of absence for good and compelling reasons and the service credit shall be limited to thirty (30) days for any one leave. Except by mutual agreement between the designated Human Resources Department representative of the Company and the International Representatives for the Union, the number of employees at one time on informal leaves of thirty (30) days shall be limited to three (3) per local.

B. Formal Leaves.

1. For leaves of absence not covered in paragraph A. above, qualified employees as designated by the International Representative of the Union, shall apply to the Company for a leave of absence without pay and the Company shall grant such leave of absence, subject to the needs of the service, for a period not to exceed twelve (12) months.

This leave shall be renewable for **nine (9)** additional periods so that the maximum period of leave will be **ten (10)** years. **This leave may be further extended by mutual agreement between the Company and the Union.** The initial leave and each renewal is conditioned upon proper application and sufficient proof of performance of lawful union business.

2. Not more than three (3) qualified employees shall be on formal leave at one time. Requests for formal leaves shall be signed by the employee and the International Representative of the Union. Such requests shall be presented to the designated Human Resources Department representative of the Company at least twenty-one (21) days prior to the date of such leave. The request should include the length of the proposed leave and the activities of the employee during such leave. During absences of this type, wage experience will accrue for only the first thirty (30) days of such absence and seniority and net credited service will accrue for the period of leave.
3. When the employee returns from leave, his/her wage progression shall be accelerated by reducing the normal intervals between increases by one-half until the employee

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shall have attained his/her position on his/her wage schedule commensurate with his/her length of service had he/she not been on leave of absence.

4. Employees on a formal union leave shall retain the right to participate in the Company medical care insurance, dental insurance, and group life insurance in effect at the same time the leave originally commences. The retention of these benefits is conditioned upon submitting timely payments for each such benefit in which the employee is enrolled. The Company has no obligation to remind employees of payment due.
5. An employee may return to Company duty before or at the expiration of such leave of absence, provided (1) that he/she has suffered no loss on job qualifications, (2) that he/she is able to perform on a regular basis and (3) that a job vacancy in his/her classification is available. He/she shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence.
6. The termination of this Agreement by either party shall not affect the leave status or reemployment rights of an employee who is on a leave of absence granted under this section.
7. Notwithstanding the provisions of Article 24, Section 7., employees on such leaves of absence shall not be entitled to receive from the Company any pay or compensation for time consumed in meetings with management, or necessarily consumed in traveling to and from such meetings.
8. In the event the Company is of the opinion that the activities being performed by an employee are not within the intent of this article, the Company shall notify the employee and the Union and require the employee to cease such activities subject to cancellation of the leave.

Article 18

FORCE ADJUSTMENTS

Section 1: Reduction in Force.

- A. Whenever the Company deems it advisable to part-time or lay off regular employees, such force adjustments as it may deem advisable shall be made effective among employees performing essentially the same type of work in any department and any exchange, through part-timing or layoffs or both, subject to the following conditions:
1. Temporary and occasional employees shall be laid off first.
 2. Next in order, employees with less than two (2) years' seniority shall be declared surplus in the inverse order of seniority.
 3. After the steps as outlined in paragraph 1. and 2. above have been taken and further reductions in the work force are advisable, the Company may either part-time all employees after notifying the Union of its proposal to part-time including the applicable reduction in hours, or it may declare employees surplus in the inverse order of seniority.
- B.
1. Employees who are designated as surplus shall be offered reassignment to available jobs within the exchange affected or in the other exchanges of the Company.
 2. Employees who are surplus shall be offered transfer to the jobs in paragraph 1. above in order of their seniority.
 3. Employees who are declared surplus may displace employees in similarly rated jobs or lower jobs for which they are qualified to the extent of replacing the employee with the lowest seniority in the similarly rated job or the lower rated job within the exchange, or work group if work group covers more than one exchange, or district (see Appendix C for applicable list of exchanges, districts and divisions to be used in the event of a reduction in force). Qualified is defined as minimal refresher training (3 weeks or less). If formal classroom training of 3 weeks or more is required, the employee shall not be deemed qualified to bump.

- a. Employees with more than three (3) years of net credited service may, if not able to displace an employee in the exchange or work group if work group covers more than one exchange, or district in the same classification, displace the least senior employee in the division in the same classification. Employees with ten (10) or more years of net credited service may, if not able to displace an employee in the exchange or in the division in the same classification, displace the least senior employee in the Company in the same classification.
4. If there are no jobs available in the same or other exchanges as provided in paragraph 1. above or the employees refuse the offer or who do not accept or qualify under paragraph 3. above, then the employees shall be laid off.
- C.
1. If additions to the work force are required subsequent to a reduction in force, laid-off employees, in order of seniority, who submit a bid, shall be awarded the job for which they are qualified, prior to anyone bidding under Article 16.
 - a. In the event an employee on layoff status does not successfully bid into an available job for which they are qualified within eighteen (18) months from the date of his/her layoff, the employment status of such employee shall be considered terminated.
 - b. An employee rehired within eighteen (18) months from the date of his/her layoff shall have the continuity of his/her service protected and shall receive service credit for the period of the layoff not to exceed six (6) months. Under no circumstances shall more than six (6) months credit be allowed during any twelve (12) month period.
 - c. Notification shall be sent by certified mail to such employee's last known address.
 2. Any employee offered reemployment in any classification for which he/she is qualified and who does not accept such reemployment within two (2) days and return to employment within fourteen (14) days shall be considered terminated.

Section 2: Technological Displacements.

- A. A technological displacement occurs when the job of a regular employee or group of regular employees is no longer considered necessary due to a technological change in the type of plant or equipment used, or a change in operating procedures reducing the total number of employees considered necessary to provide the same service. Technological change shall be defined as any change in equipment, material and/or methods after the date of this Agreement which results in any reduction in the number of bargaining unit employees. This is to be distinguished from a force surplus due to lack of work covered in Section 1. above.

- B. When regular employees are displaced by a technological change, such employees shall be offered continuing employment with the Company in accordance with the following conditions:
 - 1. Employees displaced shall be offered the opportunity for reassignment to available jobs within the exchange affected or other locations of the Company. Such employees shall take precedence over employees who seek a transfer under Article 16. Employees exercising their option for reassignment under this Section who are unable to qualify for the job or who the Company determines fails to perform his/her job satisfactorily within ninety (90) days of the new assignment will only be eligible for termination allowance under the schedule in Article 19, Section 1. C. In no instance, will the amount paid under this provision exceed the amount to which the employee would have been entitled under Article 19, Section 1. A. 1.
 - 2. The offering of reassignment shall be in order of seniority.
 - 3. Employees accepting reassignment which results in transfer from one exchange to another shall have reasonable expenses in connection with the transfer borne by the Company, in same manner as a transfer at the instance of the Company.
 - 4. Employees who are technologically displaced may in order of seniority displace employees in similarly rated jobs or lower rated jobs for which they are qualified to the extent of replacing the employees with the lowest seniority in the similarly rated jobs or the lower rated jobs within the

exchange or work group if work group covers more than one exchange, or district.

- a. Employees with more than three (3) years of net credited service may, if not able to displace an employee in the exchange, or work group if work group covers more than one exchange, or district in the same classification, displace the least senior employee in the division in the same classification. Employees with ten (10) or more years of net credited service may, if not able to displace an employee in the exchange or in the division in the same classification, displace the least senior employee in the Company in the same classification.
5. Employees offered, but not accepting reassignment in the same exchange and in a similarly rated job or not displacing an employee as described in paragraph 4. above shall be retired if eligible or considered terminated. In either case, the employee will have eligibility for termination allowance under Article 19 - Termination Allowance - Section 1.B.
 6. If an employee is transferred to a job title having a lower wage guide, his/her rate of pay, if above the maximum for the new job title, shall be reduced to that maximum.
- C. Employees displaced who are not offered continued employment or who refused employment in another exchange or in a lower rated job in the same exchange shall:
1. be retired, if eligible in accordance with the United System Employee Retirement Plan with eligibility for termination allowance under Article 19 - Termination Allowance - Section 1.B.
 2. be placed on a twenty-four (24) months layoff and receive termination pay according to Article 19 - Section 1.B.
- D. When employees are placed on layoff following a technological displacement, the following conditions shall apply:
1. If additions to the work force are required subsequent to a technological displacement, laid-off employees, in order of seniority who submit a bid, shall be awarded the job for which they are qualified prior to anyone bidding under Article 16.

2. Any employee offered reemployment in any classification for which he/she is qualified in locations as described in paragraphs 1 above who does not accept such reemployment within nine (9) days and return to employment within twenty-one (21) days, shall be considered terminated.
3. Employees accepting reemployment in another exchange shall be paid normal moving expenses, as in paragraph B 3.
4. As vacancies occur, employees on layoff under this section shall be given preference in order of seniority for regular employment over employees on leaves of absence except for employees who have reemployment rights under Article 17, Section 7.B.

E.

1. In the event an employee on layoff status is not offered reemployment within eighteen (18) months from the date of layoff, the employment status of such employee shall be considered terminated.
2. An employee rehired within eighteen (18) months from the date of layoff shall have the continuity of service protected and shall receive service credit for the period of layoff not to exceed six (6) months. Under no circumstances shall more than six (6) months credit be allowed during any twelve (12) month period.

Section 3: The Company will offer to employees on layoff status any temporary work available in their district for which they are qualified. The offering will be made by seniority of those on layoff in the exchange. The acceptance or rejection of this offer is completely voluntary and will not affect the original layoff status. If regular work becomes available, laid-off employees, in order of seniority who submit a bid, shall be awarded the job for which they are qualified prior to anyone bidding under Article 16. Employees accepting temporary work will be classified as temporary, will be paid on the applicable wage guide of the classification of the temporary work at whatever wage experience level is proper, and such employees will automatically revert to layoff status when the need for temporary help ends. If an employee accepting such temporary work has unused termination pay, the unused portion shall be repaid to the Company. At the conclusion of the temporary work, if the employee goes back on layoff, the same unused portion of termination allowance will be paid to the employee. Employees who accept such temporary work

but who cannot satisfactorily perform the work will be returned to layoff status.

Section 4: Supplemental Income Protection Plan.

- A. If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is provided to the Union, the Company may at its sole discretion elect to offer employees the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Supplemental Income Protection benefits as described below subject to the following conditions:
1. The Company may offer SIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section 4 shall be subject to arbitration.
 2. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar) days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such fourteen (14) calendar day period. After the fourteen (14) day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.
 3. Employees who elect to receive benefits under the provisions of this section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Supplemental Income Protection Plan payments.
 4. If an employee voluntarily accepts SIPP and is out or should go out on Short Term Disability, the Short Term Disability

would end on the scheduled last day worked for SIPP designation regardless of the anticipated release date by the physician.

- B. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with this section begin within one month after such employee has left the service of the Company.
- C. For employees who so elect in accordance with this section, the amount of Supplemental Income Protection benefits payable shall be \$26,400.00. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.
- D. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.
- E. In the event of the death of a recipient of Supplemental Income Protection payments before all of the monthly payments to which he/she is entitled have been made, the remaining amount shall be paid to the individual's estate.
- F. If the workforce adjustment is not satisfied by the SIPP offering, the Company may make additional workforce adjustments as provided under other provisions of this Agreement.

Section 5: Voluntary Termination

When the Company determines there is a need to adjust the workforce, the Company may at its sole discretion elect to offer Voluntary Termination to employees in the affected work group in order of seniority. However, the Company may at its sole discretion terminate the offering within the work group prior to adjusting the workforce. Employees so selected by the Company are eligible for termination allowance in accordance with Article 19 - Termination Allowance, paragraph B. When deemed appropriate, the Company may, at its sole discretion, offer such employees a choice of

reassignment to certain available job(s) or termination allowance. Employees who are offered this Voluntary Termination have the right to accept or reject the Company's offer. Employees who elect to receive benefits under the provisions of this section shall not be entitled to benefits under Section 4. of this Article. Employees who accept Voluntary Termination and leave the service will be considered to have voluntarily terminated employment and will not be subject to provisions of Section 1.C and Section 2.

Section 6: Enhancements to Voluntary Termination

The Company shall at its sole discretion have the right to offer an enhanced SIPP payment or termination allowance payment over and above the provisions set forth herein if it deems appropriate. In the event the Company decides to offer an enhanced SIPP or 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.

Section 7: Homing Rights

Employees who are involuntarily transferred to a different classification or exchange as a result of being displaced shall receive equal consideration to return to their former classification and exchange, or classification and work group, on a seniority basis, if qualified to perform the duties in the available jobs, along with employees currently on lay off status with recall rights to that classification and location, prior to such job being posted for bid. This provision of homing rights shall expire at three (3) years from the date of involuntary transfer, or upon refusing an offer, whichever occurs first.

Section 8: Group Insurance Benefits

The Company will continue group medical care and dental insurance for three (3) months after layoff or termination under the provisions of the Supplemental Income Protection Plan, on the same basis as the employee had immediately prior to such layoff or termination unless the employee obtains other medical and dental coverage at an earlier date. The benefit continuation will not apply if an SIPP offer is enhanced, and that enhancement includes a benefit continuation of longer than three (3) months. The payment of the premium contributions by the Company will be made on the same basis as for active employees.

Section 9: Force Adjustment Pay Protection Plan.

When an employee is placed in a lower rated job through provisions of Article 18, Force Adjustments, the affected employee's rate of pay shall be reduced to the applicable level based on accrued months of wage credit for the wage guide to which the employee has been placed. The employee's job title will be changed at the time of displacement.

**Article 19
TERMINATION ALLOWANCE**

Section 1:

A. Termination allowance shall be paid to a regular employee whose service is terminated under any of the conditions outlined below:

1. Laid off due to lack of work.
2. Dismissed or induced to resign for unadaptability to perform properly the duties of the job following reassignment under Article 18, Section 2 (Technological Displacements).

B.

1. For each regular employee covered by this agreement on or before November 29, 1999, the termination allowance due under paragraph A.1 above shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following, not to exceed 100 weeks' pay:

<i>Completed Net Number Credited Service</i>	<i>Weeks' Pay</i>	<i>Completed Net Number Credited Service</i>	<i>Weeks' Pay</i>
6 months	1 week	10 years	18 weeks
1 year	2 weeks	11 years	20 weeks
2 years	3 weeks	12 years	22 weeks
3 Years	4 weeks	13 years	24 weeks
4 Years	5 weeks	14 years	26 weeks
5 years	6 weeks	15 years	28 weeks
6 years	8 weeks	16 years	30 weeks
7 years	10 weeks	17 years	32 weeks
8 years	12 weeks	18 years	34 weeks
9 years	15 weeks	19 years	36 weeks
		20 years	40 weeks
		Addtl weeks pay for each year over 20	4

However, in no case shall a termination allowance exceed **\$85,000**.

2. For each regular employee entering the bargaining unit after November 29, 1999, the termination allowance due under A.1 above shall be at the basic pay rate of the employee at the time of the service terminations and shall be at a rate of two (2) weeks per year of completed net credited service, not to exceed fifty two (52) weeks' pay.
- C. Termination allowance due under paragraph A.2. above shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following:

<i>Complete Net Credited Service</i>	<i>Number Weeks' Pay</i>
1/2 year	0
1 year	1 weeks
2 years	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years	8 weeks
9 years	9 weeks
10 years	10 weeks
11 years – 15 years	13 weeks
Over 15 years	20 weeks

- D. Termination allowances paid under paragraph B. and C. above are subject to the following conditions:
1. An employee who has his/her service terminated in accordance with paragraph A. above after having been reengaged from a previous service termination under the condition outlined in paragraph A.1. above shall be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service termination.

2. If an employee has received a termination allowance under paragraph B. above and returns to the employ of any **Brightspeed** Company in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she shall repay the Company the difference between the amount of the termination allowance paid and the amount of his/her basic wage rate for the period of absence. R
3. Termination allowance will not be paid to an employee who accepts continued employment with the Company or with any other **Brightspeed** Company. R
4. An employee who is surplus and accepts employment at another **Brightspeed** company shall retain recall rights at the Company from which surplus for the period specified under the Contract. R
5. Technologically displaced employees accepting reassignment shall have reasonable moving expenses within the Mid-Atlantic Region borne by the Company as outlined in Article 13, Section 1.

Article 20 TOOLS AND WORKING EQUIPMENT

Section 1: Tools and Equipment

- A. The Company will furnish at no expense to the employee all tools, instruments, equipment as determined by the Company for him/her to perform his/her assigned duties.
- B. The items referred to above should be used only to accomplish the work for which they were issued and be given reasonable care and attention.
- C. The items referred to above that are broken or damaged beyond repair will be replaced by the Company at no expense to the employee.
- D. The items referred to above that are lost or maliciously damaged will be replaced at the employee's expense.

Section 2: Uniform Program

The Company and the Union recognize the importance of our employees presenting a professional image to our customers and the general public. In order to assure consistency in dress and present a professional image, the Company and the Union agree to the following uniform policy.

The Company will provide an annual credit of \$175 for the purchase of approved garments through the Company authorized vendor to employees in those classifications which the Company deems appropriate. New hires in those classifications 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.

Employees will be required to wear 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 may be worn only on the uniform shirt. 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.

The Company agrees to provide 30 days written notice in the event the Company decides to cease the uniform program.

Section 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 meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal **Brightspeed** requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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Employees identified as needing safety footwear will be required to

wear safety footwear at all times when performing their work assignments. Those employees will have the choice of wearing steel toe or composite toe safety footwear as long as it meets the current national standard. The requirement to wear safety footwear will cease when employees leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal, or when safety footwear is no longer required. For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

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

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Employees will receive a \$200 reimbursement every three years towards the purchase or repair of safety footwear.

Section 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 January 1, 2019, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.

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

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

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

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

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

Article 21 RETIREMENT AND BENEFITS

Section 1: Health and Welfare

Effective November 16, 2011 and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

The selection and administration of any plans to provide the coverage and benefits required by this Article shall be within the Company's

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

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

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

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

VOLUNTARY BENEFITS PROGRAM

- A. Effective November 16, 2011 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.
- B. 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.
- C. In addition, 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.

Important Note: This program is not a Company-sponsored plan or benefit. It is not a plan covered under ERISA. The Company has chosen to allow these vendors to make these programs available to employees but be advised that this is a voluntary program and only you can decide whether the benefits provided by this program are appropriate for you and your family. You are encouraged to research all suitable alternatives and consult with your personal advisors. Employees are encouraged to review the privacy and security policies and the practices of the various vendors and make sure they are comfortable with them prior to entering into any transactions. The Company is not able to provide you with advice regarding the program. Your participation is your decision, completely voluntary and at your own expense.

Brightspeed does not endorse and is not responsible for any of the products, services or practices promoted on the voluntary benefit website. Access to this website is provided at no cost to you, and **Brightspeed** does not endorse and is not responsible for any of the products, services or practices promoted on the voluntary benefit website. Access to this website is provided at no cost to you, and **Brightspeed** does not benefit from your participation. There are no commissions or incentives paid to **Brightspeed** as a result of the products or services you may choose to purchase.

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Section 2: Pension Agreement

The Company has adopted the Embarq Pension Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Pension Plan”) and except as provided in Section 3 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement below. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include

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Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualified under Section 401(a) of the Internal Revenue Code 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 3 below, any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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

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Section 1 – Embarq Pension Component of the **Brightspeed** Pension Plan

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The Company agrees to provide to Members, who are Eligible Employees as defined by the Embarq Pension Component of the **Brightspeed** Pension Plan (referred to herein as the “Retirement Pension Plan”), pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective **August 18, 2024**, subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

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Except as provided in Section 3 below, a Member shall mean an employee of **Brightspeed of Eastern North Carolina, LLC**, represented by Local Union No. 3680/1/2/5 of the Communications Workers of America who is eligible to participate in the Retirement Pension Plan pursuant to Article II of the Retirement Pension Plan.

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

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Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as such date a subsequent Pension Agreement between **Brightspeed of Eastern North Carolina, LLC** and the CWA 3680/1/2/5 is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a pension table increase. No Credited Service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.9, Continuous Service, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in the form other than a life annuity or commences on a day other than the Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

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Section 2 - Amount of Allowance

- (a) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who retires under normal or early retirement under Article III, Retirement Allowance, of the Retirement Pension Plan shall be based on the Member's age in years and completed whole months, Job Classification and Credited Service at Termination of Employment; and date of Termination of Employment, or Normal Retirement Date if earlier, determined from the attached tables by multiplying the appropriate monthly benefit per year of service by the number

of years of Credited Service, subject to the provision contained in Article IV, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

The amount of the retirement allowance payable in the form of a life annuity to a Member who is entitled to a Deferred Vested Early Retirement Allowance as defined in Section 1.12 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's Termination of Employment.

Section 3 - Hired, Rehired, or Transferred Employees On or After January 1, 2016 into CWA 3680/1/2/5.

Any Employee who is first hired by the company into CWA 3680/1/2/5 on or after January 1, 2016 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarrq Employee who **was** rehired or recalled into CWA 3680/1/2/5 on or after January 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by CWA 3680/1/2/5 on or after January 1, 2016 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired or recalled. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired or recalled (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

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Any Legacy Embarrq Employee who first becomes covered under the CWA 3680/1/2/5 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or

unrepresented **Brightspeed** employees are or should be covered under the CWA 3680/1/2/5 Agreement) on or after January 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA 3680/1/2/5 Agreement on or after January 1, 2016, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA 3680/1/2/5 Agreement. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

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Any non-Legacy Embarq Employee who first becomes covered under the CWA 3680/1/2/5 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented **Brightspeed** employees are or should be covered under the CWA 3680/1/2/5 Agreement) or is rehired or recalled into CWA 3680/1/2/5 on or after January 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after 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 Pension Plan, service earned with CWA 3680/1/2/5 prior to the move from CWA 3680/1/2/5 will not be used to determine the Retirement Allowance in the Retirement Pension Plan but such service will be considered for purposes of eligibility, participation and vesting.

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

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

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Section 4 - Lump Sum Benefit Payment Option

The Retirement Pension Plan provides a lump sum benefit payment option to Members represented by CWA 3680/1/2/5, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 3680/1/2/5 who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member's single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms.

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

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

Section 3: Savings Agreement

The Company has adopted the **Brightspeed** 401(k) Savings Plan (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of such 401(k) Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Agreement as included below.

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

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A. **Brightspeed** 401(k) Savings Plan

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

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

B. Employee Contributions

1. Each Participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant’s wage. Such bi-weekly wage

deductions shall be in increments of one percent (1%) and shall be contributed to the Participant's account. The participant may contribute on a pre-tax, after-tax, Roth basis or any combination.

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

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

C. Company Contributions

For employees hired, re-hired or who become covered under the CWA 3680/1/2/5 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to twenty-five percent (25%) of the participant's Contribution up to a maximum of 6 percent of eligible wage.

For employees hired, re-hired, or who become covered under the CWA 3680/80A/1/2/5 Agreement through any means on or after January 1, 2016, the Company may contribute a Company Matching Contribution in accordance with the same matching contribution formula provided for Non-Bargaining Employees in the 401(k) Plan as soon as administratively feasible.

D. Automatic Enrollment

Employees hired or re-hired into the bargaining unit on or after **June 7, 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.

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Automatic enrollment will be implemented as soon as administratively feasible upon ratification.

Section 4: Adoption Assistance Plan.

Effective November 16, 2014, and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

The Company reserves the right to modify or terminate the Adoption Assistance Plan at any time without negotiation so long as the changes are uniformly applied to all eligible employees.

Section 5: Embarq Retiree Medical Plan

- A. Employees in the bargaining unit on or prior to November 29, 1999, and subsequently retiring will retain their health care coverage in place at the time of their retirement. The deductibles for the indemnity plans will be 1.5% of the base pay at the time of their retirement; the minimum will be \$325.00 effective January 1, 1999, with \$25 minimum increments in successive years. In addition, the out-of-pocket maximum is \$1,300 effective January 1, 1999 with \$100 minimal increments in successive years.
1. The Company may, in its sole discretion, designate the insurance carrier(s) and the agent(s) for administering claims and other transactions for the Embarq Retiree Medical Plan and other components thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that sufficient notice is given.
 2. In certain areas retirees may be provided with an alternate plan to the basic indemnity medical plan and the Company, in its sole discretion, in any manner or through any organization, including but not limited to, a program or programs provided by arrangement with a hospital plan corporation, professional health service organization or similar plan or organization, through a preferred provider arrangement, through a self-insured plan, or through a combination of any such methods, may provide an alternative to the basic indemnity plan. Retirees will be free

to elect or not elect coverage under any alternative plan offered by the Company and under no circumstances will retirees be forced to accept the alternate plan.

3. The Company expects to continue the Embarq Retiree Medical Plan indefinitely. However, the Company reserves the right to amend or terminate any one of the various components of the Embarq Retiree Medical Plan at any time including changing the level of Company contributions, deductibles, out of pocket maximums, and requiring retiree contributions, so long as the changes are uniformly applied to all eligible retirees.
- B. Employees entering the bargaining unit on or after November 30, 1999, and subsequently retiring with benefits from the Embarq Retirement Pension Plan will convert their health coverage to the Embarq Retiree Medical Plan described in Summary Plan Description.
1. The Company, in its sole discretion, shall designate the insurance carrier(s) and the agent(s) for administering claims and other transactions for the Embarq Retiree Medical Plan and other components thereof. The Company may change the insurance carrier(s) and /or the claims administrator(s) at any time provided that sufficient notice is given.
 2. The Company expects to continue the Embarq Retiree Medical Plan indefinitely. However, the company reserves the right to amend or terminate any one of the various components of the Embarq Retiree Medical Plan at any time, including changing the Company contributions, retiree contributions, deductible amounts, and maximum out of pocket amounts for certain health care options, so long as the changes are uniformly applied to all eligible retirees.

Section 6: VEBA

Sickness death benefits, accident death benefits and sickness and accident disability benefits equivalent to those now provided by the Carolina Telephone and Telegraph Company Plan for Employees' Pension, Disability Benefits and Death Benefits as amended July 1, 1971 will be continued. The Carolina Telephone and Telegraph

Company Sickness Death Benefit (VEBA) Plan will not be available for all employees hired or rehired on or after November 15, 2008.

Any employee with the job title of cashier, senior cashier, retail sales consultant, senior retail sales consultant coming from CWA 3680A are not eligible for the Carolina Telephone and Telegraph Company Sickness Death Benefit (VEBA) benefit plan. Any employee who was a member of CWA 3680A who may have been employed prior to November 15, 2008 is not considered eligible for the VEBA benefit.

Article 22 CONCESSION TELEPHONE SERVICE

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

Article 23 DISCIPLINE AND DISCHARGE

Section 1: The Company reserves the right to discipline, discharge, suspend or demote employees for proper cause.

Section 2: Proper cause may include, but not be limited to, failure to obey instructions of supervisors, violation of Company rules, or failure to perform a job or tour of duty in accordance with the Company standards.

Section 3: In the event an employee is demoted a charge that the demotion was without proper cause shall be handled in accordance with the following:

- A. If the employee has less than three (3) months service in the job from which he/she was demoted at the time of the demotion, the matter shall be subject to the grievance procedure set forth in Article 24, but shall not be subject to arbitration under Article 25.
- B. If the employee has three (3) months or more of service in the job from which he/she was demoted, the matter shall be subject to

the full grievance and arbitration procedures set forth in Articles 24 and 25.

Section 4: Except as modified by Section 3.A. of this article, a discipline, discharge, suspension or demotion imposed upon a non-probationary employee shall be subject to arbitration under Article 25.

The arbitrator shall not be precluded from reducing the penalty imposed by the Company if he/she determines that a lesser penalty is more appropriate.

Article 24 GRIEVANCE PROCEDURE

Section 1: The parties recognize two types of grievances under the Agreement:

- A. Arbitrable Grievances are those grievances which consist of an allegation that either party has violated or is violating the express provisions of a specific article of this Agreement, or consist of a dispute about the interpretation and application of a particular article of this Agreement.
- B. Non-arbitrable Grievances are those grievances which may arise during the term of this Agreement which do not consist of an allegation that an express provisions of a specific article of this Agreement has been violated, or which do not consist of a dispute about the interpretation and application of a particular article of this Agreement. Grievances of this type which are not resolved under the steps of this grievance article, will not be subject to the arbitration provisions of Article 25.

In the event the Company considers that the number of non-arbitrable grievances presented are excessive, abusive or of a harassing nature, it may submit a determination of that issue to the permanent arbitrator provided under Article 25, Section 2. If the arbitrator answers the issue in the affirmative, he/she has the authority to limit, suspend or cancel this provision of the grievance procedure.

Section 2: The provisions of this article are the sole and exclusive procedure for the adjustment of a grievance of an employee, employees, the Union, or the Company.

Section 3: Casual corrections, routine changes and questions concerning the supervision and direction of the working forces may be handled by the foreman directly with the employee or employees concerned and will be subject to the grievance procedure should the application of such matters create a grievance as herein described.

Section 4: Should any complaint arise during the term of this Agreement, an earnest effort shall be made to settle such complaint in the manner described in this section: (It is understood and agreed that in the event an arbitrator should suspend or cancel the provisions of Section 1.B. of this article, thereafter an employee's Union or management representative shall not be required to receive or process such non-arbitrable grievances under the terms of this Agreement.)

Informal Resolution: An employee having a complaint may present it to the employee's immediate management representative at the level of the exchange in which the employee is employed, or may present it to his/her local Union representative for processing with the employee's immediate management representative.

Normally, the complaint will be handled with the Company by a local Union representative, but it is agreed that any individual employee or a group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment shall not be inconsistent with the terms of this Agreement, and provided that the Union representative has been given opportunity to be present at such adjustment.

Step 1: A grievance shall be presented on a form provided for by the Company at Step 1 of the grievance procedure as soon as possible after it arises, but in no event later than thirty (30) calendar days after it occurred, and the failure to present the matter within this time shall constitute an abandonment and waiver of the grievance.

The grievance shall be presented in writing, signed by the grievant and the Union representative, and shall contain a brief statement of the grievance and list the specific provision(s) of the Agreement claimed to have been violated (or in the case of a non-arbitrable grievance as defined in Section 1.B., a statement of the dispute).

At the request of either party, the aggrieved employee may be present at the presentation and settlement of his/her grievance at this step of the grievance procedure only. If more than one aggrieved employee

is involved, participation of more than one aggrieved employee shall be by mutual agreement.

The management representative will make an earnest effort to reach a satisfactory settlement of the grievance and will give his/her answer within fourteen (14) calendar days after its presentation to him/her. The Company's response shall contain a brief statement of the Company's reasons for granting or denying the grievance, and where applicable, will list the provision(s) of the Agreement which it contends applies. If not decision is given by the Company within the fourteen (14) calendar day period, or such time as may be mutually extended, the grievance may be appealed to the next step of the grievance procedure.

Step 2: If the grievance is not settled satisfactorily it may be presented to the Labor Relations representative by the Union's local president within thirty (30) calendar days after receipt of the management representative's answer under Step 1. A Failure to present the matter within the time limits set forth above shall constitute an abandonment and waiver of the grievance.

The grievance at this level shall be presented in writing, signed by the grievant and the Union representative, and shall contain a brief statement of the grievance and list the specific provision(s) of the Agreement claimed to have been violated (or in the case of a non-arbitrable grievance as defined in Section 1.B., a statement of the dispute).

The Company shall furnish the Union a written reply to the grievance within thirty (30) calendar days after the matter was presented to it, in a formalized meeting (either face to face or telephone conference by mutual agreement), and this reply shall contain a brief statement of the Company's reasons for granting or denying the grievance, and where applicable, will list the provision(s) of the Agreement which it contends applies.

If no decision is given by the Company within the thirty (30) calendar day period, or such time as may be mutually extended, the grievance shall be deemed resolved on the basis claimed by the Union. The duly accredited International Representative of the Union shall have access to the Company premises for the purpose of investigating grievances normally at Step 2 of the grievance procedure when accompanied by, or in accordance with permission granted by, the management representative at Step 2. Such representative shall assume all risk and if injured on the premises, the Union agrees to

save harmless and indemnify the Company from any claim made by such representative for any such injury.

Section 5: After any matter appropriate for grievance handling under this Agreement shall have been referred to the Union for grievance handling and the Company informed of such reference, the Company agrees that it will neither initiate nor participate in any discussion of the matter with the individual employees affected except in the presence of a Union representative.

Section 6: Insofar as practicable, the investigation of a grievance by the Union or its representatives will be handled only during non-work time and shall not interfere with the performance of duties by employees. It is recognized that there may be occasions when in an investigation of a grievance it may be impossible to handle such investigation during non-work time, and the Company will not unreasonably withhold its permission for the investigation of such grievance during work time.

Section 7: At the grievance meetings under this article, the Union may have up to two (2) employees present from within the Company. Grievance meetings under the grievance procedure will be held at reasonable hours and usually during work hours. Time devoted by employees in grievance meetings and in handling grievances outside of normally scheduled work hours will not be paid by the Company. Time spent by employees during grievance meetings will be treated as time worked for the purpose of computing premium pay under this Agreement.

Section 8: Where matters of an identical nature arise among locals 3680/1/2/5, the union agrees it will give consideration to combine the grievances into one grievance on behalf of all of the locals. In the event this occurs, the union further agrees the resolution/decision regarding the representative grievance shall apply equally for all of the locals covered by this labor agreement.

Article 25 ARBITRATION

Section 1: In the event that a grievance between the Company and the Union as to the meaning or application of a provision(s) of this Agreement has not been settled to the satisfaction of the parties involved through the grievance procedure of Article 24 during the term of this Agreement, either the Company or the Union may, within sixty (60) calendar days after the answer of the Company at Step 2 of the

grievance procedure, request by written notice to the other party that the grievance be submitted to arbitration. No request for arbitration shall be valid which is not made within the time prescribed.

Section 2: The parties agree to select an impartial arbitrator from a list of seven (7) members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service with their principal place of residence in North Carolina, South Carolina, Virginia, Georgia and Florida. Each party shall alternately strike one name each until one name remains. The person so named shall be the arbitrator for the case being arbitrated.

Section 3: The arbitrator shall receive testimony and evidence from the parties and shall render a decision within a period of twenty (20) days after the conclusion of the hearing unless both parties agree to an extension of such period. The arbitrator shall find the facts, render his/her decision and award in writing, and sign same.

Section 4: An arbitrator may hear only one grievance at a time unless otherwise agreed to in writing by both parties.

Section 5: The power and authority of the arbitrator shall be strictly limited to determining grievances concerning the interpretation and application of the terms of this Agreement. The language of this Agreement is controlling, and past practice can be used only when the language is ambiguous. The arbitrator shall confine himself/herself strictly to the facts submitted in the hearing, the evidence before him/her and the terms of this Agreement. It is agreed that the arbitrator shall have no authority or power to:

- A. Make an award affecting a change, modification or addition to this Agreement.
- B. Change any progression schedule for increases. He/she shall have no power to award or establish holidays, vacations, insurance benefits, pensions or other economic benefits than are provided for in this Agreement.
- C. Make an award against the Company for back wages or payments for more than thirty (30) calendar days beyond the date on which the grievance was first presented in accordance with the grievance procedure.

Section 6: All expenses and charges of the arbitrator shall be borne half by the Company and half by the Union.

Section 7: The arbitration hearings will be conducted at times and places to be fixed by the arbitrator. Each party shall bear its own cost of preparation, including those of witnesses and representatives at the hearing. Time spent by employees in attending the arbitration hearings shall not be compensated by the Company.

Section 8: 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.

Section 9: The decision and award of the arbitrator shall be final, conclusive and binding upon both parties, and upon the aggrieved employee or employees.

Section 10: Any awards of back wages by an arbitrator shall be limited to the amount of straight time wages at the employee's base rate the employee would otherwise have earned from her/his employment with the Company during the period involved, less any unemployment compensation or other compensation for employment that the employee may have received from any source during that period, provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as vacations) for more than eighteen months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.

Article 26 LOCKOUTS AND STRIKES

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. The Company will not use any provisions of this Article to supply employees covered by this Agreement to areas served by another Company Union in the event of a strike by that union.

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 good faith objective belief of bodily harm in which event they will immediately notify management. However, nothing in this Section shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

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

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 the Section may be subject to disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

Article 27 MANAGEMENT PERFORMANCE OF CRAFT WORK

The Company agrees that it will not as a general practice work supervisory employees on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on such non-supervisory work.

Article 28 UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collection of initiation fees, dues or assessments, or conduct of any Union business on Company work time or on Company property during the assigned working schedule of any of the employees involved. This

limitation shall not be construed to prohibit casual or personal conversation about the Union and its activities, provided such conversations do not result in employees quitting or delaying their work.

Section 2: The Union shall not distribute on Company premises literature which is controversial, political, advertising or similar in nature. The Company reserves the right, within its sole and unreviewable discretion, to cancel this section of the Agreement if it considers that its provisions are being abused.

Article 29 RECORDS

Section 1: All personnel records kept by the Company on an employee, which may affect the conditions of such employee's employment, shall be subject to his/her inspection upon reasonable notice to his/her supervisor. After such inspection, the employee shall initial and date the records as acknowledgment of having inspected the record on that date. Upon the development of a grievance condition, where necessary to develop pertinent facts having to do with the presentation or resolution of such grievance, the personnel record of any employee shall be subject to inspection by a Union representative upon such employee's written consent and in the presence of a management representative.

Section 2: When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee shall be so advised. When such an entry is to be made in a personnel record it shall be made within thirty (30) calendar days after the Company conducts and completes its investigation.

Article 30 DISTRIBUTION OF AGREEMENT

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

Article 31 BULLETIN BOARDS

Section 1: The Company will install and maintain bulletin boards in mutually agreed upon locations for use by the Union.

Section 2: Use of such bulletin boards by the Union shall be confined to such local Union matters as notices of meetings, recreational activities, social affairs, nomination and election of Union officers and such other matters as may properly be considered as non-controversial and non-political and advertising and similar material will not be posted. Where any material posted by the Union is deemed by the Company to be controversial in nature, it shall be promptly removed at the request of the Company.

Section 3: The cost of providing, installing, maintaining and relocating such bulletin boards will be paid for by the Union.

Article 32 PAYROLL DUES DEDUCTION

Section 1: Paychecks and/or paystubs for all employees working under the terms of this Agreement shall be delivered by means determined by the Company. All payroll deductions shall be made from electronic checks issued to cover the first two payroll periods of each month. Electronic paystubs shall be made available to employees on the day preceding the payday or delivered through the Intranet. Each electronic paycheck/paystub shall be for the two calendar weeks ending not earlier than the end of the preceding calendar week. The Company will make a reasonable effort to deliver electronic paychecks by Friday of the pay week.

Section 2: The Company agrees to make collection of Union dues of any eligible employee through payroll deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union.

Section 3: An employee may, however, cancel and terminate his/her dues deduction authorization at any time within the fifteen day period immediately preceding or the fifteen day period following June 30th of each year. The Company agrees to notify the Union forthwith of the receipt of any such written cancellation.

Section 4: The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.

Section 5: Cancellation of Union dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.

Section 6: The Company's obligations under Article 32, Section 2 as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation.

The Union agrees that the Company assumes no liability in the administration of this Article, and further agrees to indemnify and hold harmless the 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.

Section 7: Effective on the first anniversary of this Agreement, upon proper authorization, the Company will provide for a monthly payroll deduction for individual employees who wish to participate in the CWA Savings and Retirement Trust Fund. The Union agrees to hold the Company harmless against any claims that might be made by any employee as to the application of such funds.

Section 8: The Company agrees to provide payroll deductions for COPE (Committee on Political Education) for employees represented by the Communications Workers of America subject to the following conditions:

- A. Deduction requests must be submitted on a properly completed authorization card.
- B. The amount specified will be deducted every pay period if sufficient paycheck money is available and the total amount will be forwarded once per month to the person designated by the CWA.

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

Article 33

COLLECTIVE BARGAINING PROCEDURE AND COVERAGE

Section 1: Collective bargaining by and between the Union and the Company shall be conducted by and between the duly accredited representatives of the parties of this Agreement, and each party to such bargaining shall notify the other in writing of the names of its representatives and any changes which may occur. An alternate shall be accorded the same recognition as representative when acting in the capacity of the latter.

Section 2: Neither the Union nor the Company shall be represented ordinarily by more than six (6) persons.

Section 3: Meetings for purposes of collective bargaining shall be held at mutually convenient times and places on request of either of the parties to such bargaining. Agreements reached in the meeting other than on grievances shall, on the request of either of the parties thereto, be recorded as formal agreements and an executed copy thereof shall be provided for each party.

Section 4: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Article 34
FEDERAL AND STATE LAWS**

Section 1: In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 2: Notwithstanding anything to the contrary, where any one clause or Article of this Contract is applicable to a request for a leave of absences as defined by the Family and Medical Leave Act of 1993 (FMLA), the minimum requirements provided by the FMLA shall prevail unless the Contract provides for a type or level of benefit greater than that specified under the FMLA.

**Article 35
DURATION OF AGREEMENT**

Section 1: This Agreement becomes effective on **August 18, 2024** and shall remain in full force and effect until 12:00 midnight on **June 6, 2029**.

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Section 2: This Agreement shall continue in full force and effect after **June 6, 2029** unless either party gives the other party sixty (60) days written notice to cancel, revise or modify part of the Agreement. In the event agreement is not reached within sixty (60) days after such notice of cancellation, the Agreement shall in all respects be voided and terminated. Extensions may be agreed to by written agreement between the parties.

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**ARTICLE 36
RECOGNITION AND/OR INCENTIVE PROGRAM**

Recognition and/or Incentive Programs - 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 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 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 call center or Retail employees that have assigned sales quotas and commission plans.

**ARTICLE 37
REPRESENTED EMPLOYEE REPORT**

Upon request, the Company will provide a list of all represented employees to each Local President and the International Secretary/Treasurer (or designee).

**ARTICLE 38
REMOTE WORK**

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

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Brightspeed of Eastern North
Carolina, LLC

Communication Worker's of
America



Mike Dolan II

Jeff Mitchell
VP Field Operations

Mike Dolan
CWA Representative



John Sabat
Sr. Director
Labor Relations

Company Negotiating
Committee:

Union Negotiating Committee:

Deanna Moore
Rick Gould
Heather Hallmark
Kim Jones

Mike Dolan
Mickey Messer
Larry Newsome
Dana Pittman
Brian Sawyer
Brian Smith

Brightspeed
WAGE SCHEDULE - CWA 3680-3681-3682-3685
EFFECTIVE: August 18, 2024

WAGE SCHEDULE

STEP	61	65	70	71	75	76	803
Start	\$9.63	\$11.34	14.22	14.60	10.25	14.44	12.99
6 Months	\$10.61	\$12.91	15.69	16.13	11.29	15.94	15.34
12 Months	\$11.71	\$14.69	17.28	17.79	12.46	17.56	16.83
18 Months	\$12.91	\$16.73	19.10	19.61	13.73	19.40	18.55
24 Months	\$14.22	\$19.05	21.07	21.64	15.14	21.41	20.36
30 Months	\$15.67		23.25	23.90	16.69	23.62	22.27
36 Months	\$17.25		25.68	26.38	18.40	26.05	24.58
42 Months	\$19.01		28.28	29.12	20.29	28.75	26.97
48 Months	\$20.95		31.23	32.10	22.38	31.76	29.62
54 Months	\$23.08		34.49	35.45	24.65	35.07	

61	Operations Clerk
65	House Services Worker
70	Construction Tech, Line Worker
71	Building Maintenance Tech, Business Svc Tech, Network Tech
75	Supply Associate
76	Cable Tech, Customer Svc Tech
803	Technical Support Specialist

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

Brightspeed
WAGE SCHEDULE - CWA 3680-3681-3682-3685
EFFECTIVE: June 7, 2025

WAGE SCHEDULE

STEP	61	65	70	71	75	76	803
Start	\$9.92	\$11.68	14.65	15.04	10.56	14.87	13.38
6 Months	\$10.93	\$13.30	16.16	16.61	11.63	16.42	15.80
12 Months	\$12.06	\$15.13	17.80	18.32	12.83	18.09	17.33
18 Months	\$13.30	\$17.23	19.67	20.20	14.14	19.98	19.11
24 Months	\$14.65	\$19.62	21.70	22.29	15.59	22.05	20.97
30 Months	\$16.14		23.95	24.62	17.19	24.33	22.94
36 Months	\$17.77		26.45	27.17	18.95	26.83	25.32
42 Months	\$19.58		29.13	29.99	20.90	29.61	27.78
48 Months	\$21.58		32.17	33.06	23.05	32.71	30.51
54 Months	\$23.77		35.52	36.51	25.39	36.12	

61	Operations Clerk
65	House Services Worker
70	Construction Tech, Line Worker
71	Building Maintenance Tech, Business Svc Tech, Network Tech
75	Supply Associate
76	Cable Tech, Customer Svc Tech
803	Technical Support Specialist

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

Brightspeed
WAGE SCHEDULE - CWA 3680-3681-3682-3685
EFFECTIVE: June 7, 2026

WAGE SCHEDULE

STEP	61	65	70	71	75	76	803
Start	\$10.22	\$12.03	15.09	15.49	10.88	15.32	13.78
6 Months	\$11.26	\$13.70	16.64	17.11	11.98	16.91	16.27
12 Months	\$12.42	\$15.58	18.33	18.87	13.21	18.63	17.85
18 Months	\$13.70	\$17.75	20.26	20.81	14.56	20.58	19.68
24 Months	\$15.09	\$20.21	22.35	22.96	16.06	22.71	21.60
30 Months	\$16.62		24.67	25.36	17.71	25.06	23.63
36 Months	\$18.30		27.24	27.99	19.52	27.63	26.08
42 Months	\$20.17		30.00	30.89	21.53	30.50	28.61
48 Months	\$22.23		33.14	34.05	23.74	33.69	31.43
54 Months	\$24.48		36.59	37.61	26.15	37.20	

61	Operations Clerk
65	House Services Worker
70	Construction Tech, Line Worker
71	Building Maintenance Tech, Business Svc Tech, Network Tech
75	Supply Associate
76	Cable Tech, Customer Svc Tech
803	Technical Support Specialist

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

Brightspeed
WAGE SCHEDULE - CWA 3680-3681-3682-3685
EFFECTIVE: June 7, 2027

WAGE SCHEDULE

STEP	61	65	70	71	75	76	803
Start	\$10.53	\$12.39	15.54	15.95	11.21	15.78	14.19
6 Months	\$11.60	\$14.11	17.14	17.62	12.34	17.42	16.76
12 Months	\$12.79	\$16.05	18.88	19.44	13.61	19.19	18.39
18 Months	\$14.11	\$18.28	20.87	21.43	15.00	21.20	20.27
24 Months	\$15.54	\$20.82	23.02	23.65	16.54	23.39	22.25
30 Months	\$17.12		25.41	26.12	18.24	25.81	24.34
36 Months	\$18.85		28.06	28.83	20.11	28.46	26.86
42 Months	\$20.78		30.90	31.82	22.18	31.42	29.47
48 Months	\$22.90		34.13	35.07	24.45	34.70	32.37
54 Months	\$25.21		37.69	38.74	26.93	38.32	

61	Operations Clerk
65	House Services Worker
70	Construction Tech, Line Worker
71	Building Maintenance Tech, Business Svc Tech, Network Tech
75	Supply Associate
76	Cable Tech, Customer Svc Tech
803	Technical Support Specialist

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

Brightspeed
WAGE SCHEDULE - CWA 3680-3681-3682-3685
EFFECTIVE: June 7, 2028

WAGE SCHEDULE

STEP	61	65	70	71	75	76	803
Start	\$10.85	\$12.76	16.01	16.43	11.55	16.25	14.62
6 Months	\$11.95	\$14.53	17.65	18.15	12.71	17.94	17.26
12 Months	\$13.17	\$16.53	19.45	20.02	14.02	19.77	18.94
18 Months	\$14.53	\$18.83	21.50	22.07	15.45	21.84	20.88
24 Months	\$16.01	\$21.44	23.71	24.36	17.04	24.09	22.92
30 Months	\$17.63		26.17	26.90	18.79	26.58	25.07
36 Months	\$19.42		28.90	29.69	20.71	29.31	27.67
42 Months	\$21.40		31.83	32.77	22.85	32.36	30.35
48 Months	\$23.59		35.15	36.12	25.18	35.74	33.34
54 Months	\$25.97		38.82	39.90	27.74	39.47	

61		Operations Clerk
65		House Services Worker
70		Construction Tech, Line Worker
71		Building Maintenance Tech, Business Svc Tech, Network Tech
75		Supply Associate
76		Cable Tech, Customer Svc Tech
803		Technical Support Specialist

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

CWA Local 3680//1/2/5
 PENSION PLAN
 FLAT DOLLAR BENEFIT UNITS

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
		<u>August 18, 2024 TO June 6, 2029</u>										
Schedule 1	65	35.10	33.30	31.60	29.80	28.10	26.30	24.60	22.80	21.10	19.30	17.60
Schedule 2	66	36.70	34.90	33.00	31.20	29.40	27.50	25.70	23.90	22.00	20.20	18.40
Schedule 3	68	40.40	38.40	36.40	34.30	32.30	30.30	28.30	26.30	24.20	22.20	20.20
Schedule 5	81	38.90	37.00	35.00	33.10	31.10	29.20	27.20	25.30	23.30	21.40	19.50
Schedule 6	61	42.50	40.40	38.30	36.10	34.00	31.90	29.80	27.60	25.50	23.40	21.30
Schedule 10	75	45.40	43.10	40.90	38.60	36.30	34.10	31.80	29.50	27.20	25.00	22.70
Schedule 10A	74	45.40	43.10	40.90	38.60	36.30	34.10	31.80	29.50	27.20	25.00	22.70
Schedule 10B-1	801	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
Schedule 10B-2	802	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
Schedule 10B-3	803	45.60	43.30	41.00	38.80	36.50	34.20	31.90	29.60	27.40	25.10	22.80
Schedule 15	63	59.40	56.40	53.50	50.50	47.50	44.60	41.60	38.60	35.60	32.70	29.70
Schedule 16	70	63.60	60.40	57.20	54.10	50.90	47.70	44.50	41.30	38.20	35.00	31.80
Schedule 17	76	64.60	61.40	58.10	54.90	51.70	48.50	45.20	42.00	38.80	35.50	32.30
Schedule 18	71	65.30	62.00	58.80	55.50	52.20	49.00	45.70	42.40	39.20	35.90	32.70
Schedule FV5B	FV5B	31.50	29.90	28.40	26.80	25.20	23.60	22.10	20.50	18.90	17.30	15.80

Appendix B

**CWA Local 3680/1/2/5 – CT&T
APPENDIX P BENEFIT UNITS**

JOB CLASSIFICATION	SCHEDULE	YEAR 1	YEAR 2
Schedule 1	65	26.20	27.00
Schedule 2	66	27.80	28.20
Schedule 3	68	30.50	31.10
Schedule 5	812	29.40	29.90
Schedule 6	61	32.20	32.70
Schedule 10	75	34.40	35.00
Schedule 10A	74	34.40	35.00
Schedule 10B-1	801	32.20	32.20
Schedule 10B-2	802	32.20	32.20
Schedule 10B-3	803	34.50	35.10
Schedule 15	63	44.90	45.70
Schedule 16	70	48.10	48.90
Schedule 17	76	48.90	49.70
Schedule 18	71	49.40	50.20
Schedule FV5B	FV5B	23.80	24.30

APPENDIX C

Exchanges included in the three (3) North Carolina districts for bumping purposes in accordance with Article 18, Section 1(b) are as follows:

Fayetteville Division	New Bern Division	Rocky Mount Division
<i>Clinton District</i>	<i>Greenville District</i>	<i>Ahoskie District</i>
Roseboro Wallace Warsaw Beulaville Kenansville Garland Rose Hill Faison Newton Grove	Greenville Farmville Snow Hill Ayden Fountain Bethel	Ahoskie Colerain Gatesville Murfreesboro Roxobel Winton Aulander Conway Lewiston Rich Square Woodland
<i>Dunn District</i>	<i>Jacksonville District</i>	<i>Elizabeth City District</i>
Dunn Benson Erwin Lillington	Jacksonville Holly Ridge Richlands Swansboro Topsail Island Sneads Ferry Maysville	Elizabeth City Edenton Moyock Piney Woods South Mills Weeksville Woodville Coinjock Hertford Sunbury Sligo Shiloh Welch
<i>Fayetteville District</i>	<i>Kinston District</i>	<i>Henderson District</i>
Fayetteville Raeford St. Pauls Maxton Red Springs Parkton	Kinston Grifton Pink Hill LaGrange	Henderson Centerville Wake Forest Warrenton Louisburg Franklinton Oxford Norlina

<i>Smithfield District</i>	<i>Morehead City District</i>	<i>Manteo District</i>
Smithfield Princeton Four Oaks Clayton	Morehead City Marshallburg Newport Atlantic Beaufort	Manteo Ocracoke Buxton Kill Devil Hills Waves Mamie Hatteras KittyHawk
<i>Whiteville District</i>	<i>New Bern District</i>	<i>Roanoke Rapids District</i>
Whiteville Chadbourn Tabor City Lake Waccamaw Clarkton Elizabethtown Bladenboro	New Bern Vanceboro Havelock Oriental Trenton Bayboro Pollocksville	Roanoke Rapids Halifax Seaboard Jackson Littleton Weldon
	<i>Washington District</i>	<i>Rocky Mount District</i>
	Washington Belhaven Swanquarter Aurora Bath Engelhard	Rocky Mount Nashville Spring Hope Scotland Neck Enfield Whitakers Pinetops Tarboro
	<i>Williamston District</i>	<i>Wilson District</i>
	Williamston Plymouth Hamilton Columbia Creswell Robersonville Windsor	Wilson Bailey Stantonsburg Lucama Elm City Fremont

**APPENDIX D
TRANSFER REQUEST FORM
MID ATLANTIC EAST**

Please fill in all information required below, thank you.

DATE: _____

LAST NAME: _____ FIRST NAME: _____

EMPLOYEE E-MAIL ADDRESS: _____

MY JOB TITLE IS: _____

MY SENIORITY DATE IS: _____

MY CURRENT WORK LOCATION IS: _____

I WOULD LIKE TO TRANSFER TO: _____

I understand the following related to location placement:

1. Completing and submitting this form indicates my interest in changing locations.
2. I am responsible for retaining a copy of this form and confirming it was received.
3. When offered the opportunity I will provide an immediate response.

The supervisor will confirm the accuracy of the employee Seniority dates before forwarding the form to the Labor Relations Manager.

MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
and the
COMMUNICATIONS WORKERS OF AMERICA

Technological Displacement – Moving Expenses

In recent cases of technological displacement, questions have arisen regarding the eligibility of payment of moving expenses for employees transferring as a result of a technological displacement, and the same status of employees displaced (bumped) by employees who are technologically displaced. To settle these questions of interpretation, it is understood and agreed that employees who are technologically displaced and who transfer to another exchange as a result of either accepting reassignment to an available job or displacing (bumping) a junior employee shall have reasonable expenses in connection with the transfer borne by the company, as stated in Article 18, Section 2.B.3. of the current Agreement. It is further understood and agreed that if employees are technologically displaced and elect to displace (bump) a junior employee, under the provisions of Article 18, Section 2.B.4., such employee subsequently displaced (bumped) shall be considered as surplus and shall be covered by the provisions of Article 18, Section 1., Reduction in Force.

Brightspeed of Eastern North
Carolina, LLC.

Communications Workers of
America

Deanna Moore

Mike Dolan II

Deanna Moore
Labor Negotiator

Mike Dolan
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
and the
COMMUNICATIONS WORKERS OF AMERICA

Crossing Jurisdictional Lines

In an effort to meet temporary staffing requirements and to minimize the need for contractors, Carolina Telephone and Telegraph Company (the Company) and Locals 3680, 3681, 3682, and 3685 of the Communications Workers of America (the Union) agree that the Company will have the right to supplement the work force within the jurisdiction of the Union with other Company employees under the conditions outlined below:

Short-Term Temporary Assignments

The Company will have the right to make short-term temporary assignments not to exceed ten (10) working days resulting from the following:

1. Unscheduled absences.
2. Skill and training requirements.
3. Abnormal, nonrecurring workloads (such as golf tournaments, weather conditions, PBX installations, unusually high service order or trouble activity).
4. Special projects (such as pay station conversions, inventories, UCRIS conversions).

Should conditions warrant, the above may be extended for an additional ten (10) working days upon notification to the Union.

Long-Term Temporary Assignments

Where temporary assignment needs are in excess of twenty (20) working days, the Company shall first offer such temporary work to qualified employees who are represented by the Union who are on layoff.

If those employees who are on layoff refuse such temporary work, the Company will have the right to assign other Company

employees for a period not to exceed ninety (90) calendar days to perform such work.

These long-term temporary assignments shall be limited to supplementing the existing work force to provide on-site training in digital offices, to perform pre-cutover activities, and installation of central office equipment.

This language shall not be used to eliminate or erode bargaining unit positions in the Union.

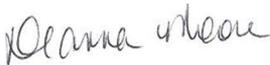
Should other situations occur that are not covered above, the Parties shall discuss and handle each occurrence individually. It is also understood that the Memorandum of Understanding shall not be used for recurring routine assignments. The Company shall provide a notice to the Union of any such assignment prior to the effective day of the assignment.

It is further agreed that this agreement is covered by collective bargaining agreements which have a similar reciprocal provision covering this matter.

This Memorandum of Understanding shall be effective upon the date of agreement and shall remain in effect indefinitely.

Brightspeed of Eastern North
Carolina, LLC.

Communications Workers of
America



Deanna Moore
Labor Negotiator

Mike Dolan
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
And the
COMMUNICATIONS WORKERS OF AMERICA

Payroll Deduction for CWA Savings and Retirement Trust

Section 6 of the Joinder agreement regarding payroll deduction for the CWA Savings and Retirement Trust specifically addresses new applications and changes in eligible employees' participation. The parties hereby agree that in the event an eligible employee cancels participation that payroll deductions will cease at the first pay period after the Employer is notified.

This Memorandum of Understanding is effective from the date it is signed by both the Company and CWA representatives until the expiration of the current agreement, **June 6, 2029**.

R

**Brightspeed of Eastern
North Carolina, LLC.**

Communications Workers of
America

Deanna Moore

Mike Dolan II

Deanna Moore
Labor Negotiator

Mike Dolan
CWA Representative

**AGREEMENT REGARDING MUTUAL INTERPRETATION
OF ARTICLE 18, FORCE ADJUSTMENTS, SECTION 2.B.1.**

The following interpretation regarding the implementation of Article 18, Section 2., paragraph B.1 is considered the true intent and meaning of the parties:

When employees are notified that a surplus may occur at a future date due to technological change, employees in the affected work group may be offered available jobs under the provisions of Article 18, Force Adjustments, Section 2.B.1. Affected employees shall be considered surplus and eligible for available jobs from the date the affected employees are notified until the date the surplus situation has been satisfied or the technological change taken place or until the affected employees refuse to take the same or equal jobs in the affected exchange. Job placement, displacement, SIPP, or Special Surplus Status may be offered as appropriate to relieve such surplus.

**Brightspeed of Eastern
North Carolina, LLC.**

Communications Workers of
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MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
And the
COMMUNICATIONS WORKERS OF AMERICA

COPE Payroll Deduction Costs

The Union proposes that any charges that are covered by Carolina Telephone to CWA for the administration of payroll deduction for COPE (Committee on Political Education) be eliminated, and the collection, disbursement and administration be at no charge to the Union.

Brightspeed of Eastern North Carolina, LLC.	Communications Workers of America
--	--------------------------------------

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Mike Dolan
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
And the
COMMUNICATIONS WORKERS OF AMERICA

Job Titles

As a result of Company actions, the Mail Room Helper, Storeroom Worker, Mail Truck Driver, Auto Mechanic, Facilities Assigner, Switch Analyst, Service Center Assistant, Operator, Senior Cashier and Cashier job titles are not necessary in this collective bargaining agreement. In the event the Mail Room Helper, Storeroom Worker, Mail Truck Driver, Auto Mechanic, Facilities Assigner, Switch Analyst, Service Center Assistant, Operator, Senior Cashier, Cashier, Public Access Technician, **Cable Splicer, Retail Sales Consultant, Service Provisioning Specialist I, II, and III** job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected classifications.

R

The Addendum for CWA 3680A has been removed from this agreement with the understanding should this work be reinstated within the CWA territory covered by this agreement; this addendum will apply. The removal of this addendum in no way reduces or eliminates any benefits including pension of those employees who previously held the titles covered in the addendum.

**Brightspeed of Eastern
North Carolina, LLC.**

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MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
And the
COMMUNICATIONS WORKERS OF AMERICA

NEW TECHNOLOGY

The Company and the Union recognize that technologies used to provide communication services to customers will continue to evolve. It is in the interest of the Company and the Union to work together to make the introduction of New Technologies successful. To that end, the Company agrees to notify the Union as soon as possible when it is considering the introduction of New Technology that affects the bargaining unit. The Company agrees to bargain with the Union over the effects this New Technology will have on the Bargaining Unit after the decision is made by the Company to deploy New Technologies within the jurisdiction of Local 3680/1/2/5. The Company has the right to determine whether that deployment of New Technologies results in additional work for bargained employees. The Company is willing to discuss any issues that may negatively impact the bargaining unit. The Company and the Union will work together to maximize the opportunities for existing bargaining unit workforce to receive adequate training where necessary to be able to perform the work created or modified by the introduction of the technologies or methods. This MOU shall be subject to the grievance and arbitration procedure.

N

This Letter of Agreement will be effective upon ratification and continue throughout the life of the Agreement.

**Brightspeed of Eastern
North Carolina, LLC.**

**Communications Workers of
America**

Deanna Moore

Mike Dolan II

**Deanna Moore
Labor Negotiator**

**Mike Dolan
CWA Representative**

MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
And the
COMMUNICATIONS WORKERS OF AMERICA

OVERTIME – NETWORK OPERATIONS

Both the Union and the Company understand the benefits of letting technicians volunteer for overtime jobs before requiring them to work overtime. The Company will decide whether to permit volunteer overtime based on its anticipated workload schedule. Before requiring unscheduled weekend work, the Company shall first try to offer as much overtime as feasible Monday through Friday. Nothing in this MOA shall modify the Company's right to schedule work in accordance with the collective bargaining agreement. In the event this MOA conflicts with the collective bargaining agreement, the language in the collective bargaining agreement shall prevail.

N

**Brightspeed of Eastern
North Carolina, LLC**

**Communications Workers of
America**

Deanna Moore

Mike Dolan II

**Deanna Moore
Labor Negotiator**

**Mike Dolan
CWA Representative**

MEMORANDUM OF UNDERSTANDING
Between
BRIGHTSPEED OF EASTERN NORTH CAROLINA, LLC
And the
COMMUNICATIONS WORKERS OF AMERICA
Locals 3680-3681-3682-3685

Standby Schedules

The Company and the Union agree to the following combined work areas for the purposes of Standby schedules. These combined areas may only be modified with the mutual agreement between the Company and the Union. Any additional titles that are added to standby can only have work areas combined with the mutual agreement between the Company and the Union.

These combined areas can be used for weekly, weekend, daily, or holiday standby, whichever is assigned. If new technicians enter the standby group, they will fall into the rotation.

Should the Company determine a need to split up the combined schedules, they may do so under Article 8, Section 9 of the agreement.

Henderson/Wake Forest – Network Technicians

Henderson, Centerville, Wake Forest, Warrenton,
Louisburg, Franklinton, Oxford, Norlina

Wilson/Greenville – Network Technicians

Wilson - Wilson Bailey Stantonsburg Lucama Elm City
Fremont

Greenville - Greenville Farmville Snow Hill Ayden
Fountain Bethel

Rocky Mount/Roanoke Rapids/Ahoskie – Network Technicians

Roanoke Rapids - Roanoke Rapids Halifax Seaboard
Jackson Littleton Weldon

Rocky Mount - Rocky Mount Nashville Spring Hope
Scotland Neck Enfield Whitakers Pinetops Tarboro

Ahoskie Ahoskie Colerain Gatesville Murfreesboro
Roxobel Winton Aulander Conway Lewiston Rich Square
Woodland

Washington/Williamston – Network Technicians

Washington - Washington Belhaven Swanquarter Aurora
Bath Engelhard

Williamston - Williamston Plymouth Hamilton Columbia
Creswell Robersonville Windsor

Manteo /Elizabeth City – Network Technicians

Manteo - Manteo Ocracoke Buxton Kill Devil Hills Waves
Mamie Hatteras KittyHawk

Elizabeth City - Elizabeth City Edenton Moyock Piney
Woods South Mills Weeksville Woodville Coinjock
Hertford Sunbury Sligo Shiloh Welch

Elizabeth City/ Williamston/ Washington/ Ahoskie/ Manteo –
Business Service Technicians

Manteo - Manteo Ocracoke Buxton Kill Devil Hills Waves
Mamie Hatteras KittyHawk

Elizabeth - City Elizabeth City Edenton Moyock Piney
Woods South Mills Weeksville Woodville Coinjock
Hertford Sunbury Sligo Shiloh Welch

Washington - Washington Belhaven Swanquarter Aurora
Bath Engelhard

Williamston - Williamston Plymouth Hamilton Columbia
Creswell Robersonville Windsor

Ahoskie - Ahoskie Colerain Gatesville Murfreesboro
Roxobel Winton Aulander Conway Lewiston Rich Square
Woodland

Fayetteville/Raeford/Whiteville/Clinton/Dunn/Smithfield/Clayton -
Network Technicians, Cable Technicians, Business Service
Technicians

Clinton - Roseboro Wallace Warsaw Beulaville
Kenansville Garland Rose Hill Faison Newton Grove

Dunn - Dunn Benson Erwin Lillington

Fayetteville - Fayetteville Raeford St. Pauls Maxton Red
Springs Parkton

Smithfield - Smithfield Princeton Four Oaks Clayton

Whiteville - Whiteville Chadbourn Tabor City Lake
Waccamaw Clarkton Elizabethtown Bladenboro

Wallace/Kinston/Jacksonville/New Bern/Morehead
City/Swansboro – Network Technicians, Cable Technicians,
Business Service Technicians

Kinston - Kinston Grifton Pink Hill LaGrange

Jacksonville - Jacksonville Holly Ridge Richlands
Swansboro Topsail Island Sneads Ferry Maysville

New Bern - New Bern Vanceboro Havelock Oriental
Trenton Bayboro Pollocksville

Morehead City - Morehead City Marshallburg Newport
Atlantic Beaufort

Brightspeed of Eastern Communication Workers of
North Carolina, LLC. America

Deanna Moore

Mike Dolan II

Deanna Moore

Mike Dolan

A

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Absence, Death in Family, **40**
Absence, Jury Duty, **40**
Absence, Military Duty, **48**
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