AGREEMENT

Between

Brightspeed of Virginia, LLC

And

Communications Workers of America

Applicable to the Company's Martinsville District

June 2, 2024 through June 1, 2029





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DECLARATION OF AGREEMENT

THIS AGREEMENT made and entered into this June 2, **2024**, between the **BRIGHTSPEED OF VIRGINIA, LLC** (hereinafter called the "Company") and their respective successors or assigns as defined in the National Labor Relations Act, as amended, and the COMMUNICATIONS WORKERS OF AMERICA, (hereinafter called the "Union").

ARTICLE 1
RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining representative in matters with respect to rates of pay, wages, hours of employment and other conditions of employment for all of its Network Services, Operator Services, Real Estate, Wholesale Markets and Clerical employees who are included in the Bargaining Unit:

(a) Insofar as the Network Services employees are concerned to the extent certified by the National Labor Relations Board on June 16, 1967, in Case No. 5-RC-5996, and

(b) Insofar as the Operator Services employees are concerned to the extent certified by the National Labor Relations Board on August 3, 1967, in Case No. 5-RC-6042, and

(c) Insofar as the Clerical employees are concerned to the extent certified by the National Labor Relations Board on July 1, 1977, in Case No. 5-RC-10089, and

(d) Insofar as the Merchants and Farmers Telephone Company is concerned to the extent certified by the National Labor Relations Board on December 28, 1981, in Case No. 5-RC-11684 but excluding all other managerial, confidential and professional employees, and guards and supervisors as defined by the National Labor Relations Act, as amended.

1.02 This Agreement shall apply to all represented employees in the Company's Martinsville, Virginia District at the following locations:

Axton, (1)	Martinsville, (1)
Ararat, (4)	Meadows of Dan, (4)
Bachelors Hall, (1)	Montpelier, (2)
Bassett, (1)	Ridgeway, (1)
Beaverdam, (2)	Rocky Mount, (3)
Boones Mill, (3)	Spencer, (1)
Burnt Chimney, (3)	Stuart, (4)
Collinsville, (1)	Union Hall, (3)
Ferrum, (3)	Whitmell, (1)
Fieldale, (1)	Woolwine, (4)
Gumtree, (2)	

* The numbers indicate the areas as outlined in Section 25.17.

The parties recognize that in the event of a transaction involving the sale of the Company's stock, the collective bargaining agreement will remain completely intact and binding on the employer and the Union by operation of law. In the event of any sale, transfer, or other assignment of the company, a business, or operation, the parties' collective bargaining agreement shall be binding on, without limitation, any buyer, assignee, transferee or other NLRA defined successor.

1.03 New/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.

The Company will provide advance notification to the Union regarding substantial changes to existing job titles or when creating new job titles. The Union, within thirty (30) calendar days of receipt of the notification, may request a meeting between Company representatives. During the meeting, both the Company and the Union will present their respective positions on the matter, attempt to negotiate alternatives presented by the Union to resolve any differences, and both parties will make every effort to reach a mutually agreeable settlement, If the parties are unable to reach agreement within thirty (30) calendar days, the matter will be directly pursued to arbitration by the Union. In the interim, the

Company will continue with the implementation of the change or new title.

1.04 The provisions of this Agreement shall not, except as to wage rates, working hours, holidays and the grievance procedure (but not the arbitration procedure) apply to any employee hereafter employed who has not completed a full-time probationary period of six (6) months employment with the Company.

1.05 The Company retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Company retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The Company shall have no obligation to bargain with the Union with respect to any such decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further bargaining for the term thereof, and any subject which was or might have been raised in the course of collective bargaining.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and right of the Company shall include the following:

1. To direct and supervise all plant and business operations and policies.

2. To close or liquidate an operation or facility, or combination of facilities, or to move such operation or facility.

3. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.

4. To establish the standards for hiring, job titles, promotion, quantity of work, quality of work, safety, materials, equipment, methods and procedures.

5. To install new, or to discard, wholly or in part, old methods, procedures, materials, equipment, plant and facilities, or standards.

6. To assign and distribute work.

7. To contract work as determined by the Company.

8. To assign shifts, work days and work locations.

9. To assign all work duties.

10. To introduce new jobs and to revise job titles and duties into the unit.

11. To determine the need for and the qualifications of new hires, transfers and promotions.

12. To discipline, suspend, demote or discharge an employee so long as such action is not without cause.

ARTICLE 2
TERM OF AGREEMENT - AMENDMENTS - TERMINATION

2.01 This Agreement shall become effective June 2, **2024** and shall continue in effect through June 1, **2029**, and thereafter until either party serves written notice on the other of its desire to terminate the Agreement, in which case the termination shall become effective as provided in such notice, but not earlier than sixty (60) days after the date of delivery of such notice.

2.02 The wage rates to be paid under the terms of this Agreement shall be those appearing in Exhibit A and made a part hereof, and shall be effective as indicated in said Exhibit A. In no event, however, will these wage rates be made effective prior to the date indicated in said Exhibit A, nor will they exceed the wage rates provided for in Exhibit A.

Any other form of additional remuneration provided for by this Agreement including, but not necessarily limited to, insurance improvements, accident and sickness insurance, and any other "fringe" benefits shall be effective as agreed to, but in no event will these "fringe" benefits be made effective earlier than **June 1, 2024.**

2.03 It is hereby agreed that this contract contains the complete agreement between the parties or their successors and no additions, waivers, deletions, changes, or amendments shall be made during the life of this contract, except by mutual consent in writing by the parties.

It is understood that Section 2.03 does not prohibit the Union from exercising its rights to bargain over subjects covered under the National Labor Relations Act during the term of this contract.

2.04 This Agreement amends and replaces all agreements previously entered into by and between the Company and the Union.

ARTICLE 3
METHOD OF NEGOTIATION

3.01 The Company and the Union, through a properly authorized representative of the Company and a properly authorized representative of the Union, shall furnish and keep each other informed of the names, capacities and addresses of personnel authorized to represent them in bargaining proceedings associated with this Agreement.

3.02 Meetings between authorized representatives of the Union and the Company will be held at any time upon reasonable notice by either party to the other.

3.03 The Union and the Company also agree to certify to each other the names of their respective officers and representatives who are authorized to represent them at each step of the grievance procedure.

ARTICLE 4
RESPONSIBLE UNION - COMPANY RELATIONSHIP

4.01 The Company and the Union recognize that it is in the best interests of both parties the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels 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. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

4.02 Consistent with the other provisions of this Agreement, the

Company and the Union agree to continue to support their policies of avoiding discrimination against any employee regarding the terms or conditions of employment because of sex, race, color,

religion, age, sexual orientation or national origin. Additionally, the Company and the Union shall not discriminate against, interfere with, restrain or coerce employees because of membership, or non-membership, in the Union, or activity on behalf of the Union.

4.03 During the term of this Agreement, the 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 the 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.

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

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

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

4.07 The Company and union recognize the value of training and offering employees additional opportunities to increase their skills in order to compete in an ever-changing business environment. The

parties agree to work together to promote educational programs to all bargaining unit employees to include, where possible, programs like CWA/NETT.

4.08 New Employee Orientation - The Company will provide notice to the Union when a new employee(s) is first hired into the bargaining unit. The Company will provide a reasonable amount of time, not to exceed thirty (30) minutes, as soon as practical after a new employee(s) enters the unit for a Union Representative (or designee) to meet with the new bargaining unit employee(s) to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held during normal working hours in a meeting room provided by the employer and the meeting will be initiated by the union with approval by the local supervisor. Time spent in the meeting will be paid for the new employee and the Union Representative (or designee); travel time to and from such meeting by the Union Representative (or designee) will not be paid.

ARTICLE 5
PAYROLL DEDUCTION OF UNION DUES

5.01 The Company agrees that during the term of this Agreement it will, if furnished a written individual payroll deduction authorization form, voluntarily executed by an employee covered by the terms of this Agreement, deduct from the wages of such employee, the amount of monthly Union dues (including initiation fees) to be paid to the Union provided that:

(a) Each such payroll deduction authorization shall: (1) be made on forms approved by the Company; (2) be dated; (3) indicate "the amount of my regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America" to be deducted regularly each month; (4) provide that the authorization can be terminated by the employees on December 31, of any year by written notice delivered to the Company not later than December 1, of that year; and (5) that the employee will also furnish the Union with a copy of any notice to the Company terminating such authorization;

(b) All such payroll deduction shall be made from checks issued to cover the last payroll period of each month;

(c) When a new request for payroll deduction of Union dues card, or if any written notice terminating a previous authorization to make payroll deductions of Union dues, is delivered to the company after the fifth (5th) day of the then current calendar month, it shall first become effective in the following month;

(d) An employee's payroll deduction of Union dues authorization shall terminate automatically with the termination of his/her employment within the Bargaining Unit, except only when such termination is temporary and results from the employee being temporarily assigned to a management position;

(e) The total sum of Union dues so deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union as soon after the deductions have been made as in the ordinary course of carrying on the business of the Company is possible; accompanied by a statement showing: (1) the Local Union Number 2204; (2) all employees for whom the Company holds effective payroll deduction authorization cards; (3) the amount of dues deducted for each employee or the reason if no deduction has been made; and (4) a list of employees hired during the previous month who are in the Bargaining Unit, along with their job titles and locations.

(f) The Company assumes no responsibility in connection with Union dues deducted, except of forwarding monies so deducted to the Union's Secretary-Treasurer as indicated under e. above;

(g) The Union will keep the Company informed at all times - by letter - as to who the Secretary-Treasurer of the Union is, and of his/her official addresses;

(h) Execution of a payroll deduction of Union dues authorization form shall in no event be a condition of employment by the Company.

(i) 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:

1. Deduction requests must be submitted on a properly completed authorization card.

2. 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 employee as to the application of the funds.

It is understood that a one (1) time set up fee of $500 will be paid to the Company from the Communications Workers of America.

The Company's obligations under Article 5.01, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). Upon expiration of the labor agreement (or the expiration or termination of any written extensions) with thirty (30) days written notice from the Company's bargaining agent to the CWA Representative of the Company's intent, the Company may discontinue the payroll dues deductions, without notification until the parties have successfully negotiated a successor Agreement which includes a dues checkoff obligation. Discontinuance of payroll deduction of union dues shall take effect the first payroll period following the thirty (30) days notice.

ARTICLE 6
HOURS OF WORK AND BASIS OF COMPENSATION

6.01 The Company agrees to post work schedules for all employees by 3:00 p.m. on Wednesday to show for each such employee his/her scheduled or assigned tours for the next two calendar week. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of each session. The scheduled interval between the two (2) sessions may be shifted not more than one (1) hour either way at the instance of the Company in order to meet necessary service requirements without changing

the length of time which had originally been scheduled between the sessions or the total number of scheduled hours for the tour.

The Company may change such schedules in order to meet work requirements and service conditions subject, however, to Section **6.09** of this Article.

6.02 Employees shall have the opportunity to exercise their seniority for choice of working hours for which they are qualified, generally not less than every ninety (90) days nor more than one hundred twenty (120) days; provided, however, that such selections may be made more or less frequently when the Company determines that force and service conditions require.

6.03 Employees returning from leaves of absence, layoff, or employees coming in by transfer shall be granted choice of hours in accordance with their seniority and qualifications at the next revision of the schedule, per above.

6.04 Tours may fall on any day of the week necessary to meet service requirements, except that the tours which make up the normal work week may not be spread over more than five (5) days of the calendar week.

(a) Scheduled time is comprised of tours and the scheduled time for any work day shall not exceed the length of a normal tour.

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

6.05 Insofar as service requirements will permit, a minimum time interval of ten (10) hours shall elapse between the scheduled ending time of one tour and the scheduled starting time of the next tour, except when a shorter interval between tours results from an employee exercising his/her seniority for choice of hours or voluntary, approved changes of hours with another employee.

6.06 Insofar as service requirements and employee's qualifications permit, holiday assignments shall be rotated among employees having the same job titles within a particular work group.

6.07 Changes from officially posted weekly work schedules may be made (without changing the total scheduled hours for the week) to provide for changes in hours, work days, or off-days in accordance with the following:

1. At the request of the Company in order to meet service requirements and service conditions subject, however, to Section 6.10 of this Article.

2. At the request of employees.

3. If an employee requests time off for personal reasons, he/she may be permitted to work one (1) non-scheduled day in the same work week at his/her regular wage rate, plus applicable differentials.

4. If the Company contacts an employee in connection with a shift of his/her tour and if the employee agrees to the shift, the shift shall not be considered to be made at the request of the employee.

5. Employees assigned to like work will be permitted, with prior knowledge and consent of their supervisor to, from time to time, exchange tours or shifts if they so desire, provided this does not interfere with the efficiency or quality of the telephone service and provided further that it does not cause an employee to work more than a normal day's tour in one (1) day or more than a normal work week in any one (1) calendar week.

6.08 **Relief Periods.** A relief period of not in excess of fifteen (15) minutes shall be provided for all employees once each uninterrupted work session provided that:

(a) All employees shall be assigned such relief periods as near the midpoint of the session as practicable, but in no event shall they be assigned to start less than one (1) hour from the beginning or end of each session unless a service emergency develops, except:

(b) Employees shall, whenever possible and as near the midpoint of the session as practicable, take their relief periods between jobs. Otherwise they may leave a job, or their truck at a point enroute, during their relief periods, provided they take precautions commonly recognized under the circumstances, for the protection of the service and the safety of the public and return to work promptly at the end of the relief period.

6.09 **Pay for Work on a Week Day (Other than an Authorized Holiday).** Employees working on a week day shall be paid at their regular rate for all scheduled time worked, except as otherwise provided in this Section.

When the Company assigns an employee to work a regular work day on a day on which the employee had not been scheduled to work, the employee's work time on another day in the same calendar week may be reduced to the extent of the additional assignments, provided that:

(a) The employee is notified of the change as long in advance as practicable and not less than twenty-four (24) hours prior to the beginning of the additional or decreased assignment - whichever is earlier;

(b) If the employee is not notified of the change by the Company within the time limits prescribed above, then the employee may - at the time of receiving such non-scheduled assignment - elect to work out the hours of his/her previously scheduled work week in addition to the added assignment which on this basis would be paid for as overtime.

6.11 **Part-time.** Part-time employees may be employed but not used to the extent as will cause other regular employees to be reduced to a part-time basis.

6.12 **Pay for Authorized Holiday**. All regular employees shall receive for the day on which a holiday is observed pay for a normal day's tour at the employee's basic hourly rate, including applicable differentials, for all holidays, whether or not they perform work, except as otherwise provided below.

Employees who work on a holiday shall be paid at one and one-half (1-1/2) times the employee's basic hourly rate plus applicable differentials for all time worked within a normal day's tour.

Employees failing to work on a holiday for which they are scheduled to work, or employees failing to work on either their last scheduled work day preceding, or their first scheduled work day following the holiday shall receive no holiday allowance or other holiday pay, unless excused by the Company.

6.13 Overtime Work. 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 6.14

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

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

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

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

- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold)
- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate
- **Double Time:**
- **All hours worked over fifty-eight (58) in a week or sixteen (16) consecutive hours will be paid at the double time rate. Only hours actually worked count towards the double time build, including callouts. Any hours that are paid for, but not worked (i.e. holiday, Vacation, jury duty, bereavement, Short Term Disability, etc.) will not count towards the double time build. Any hours paid at the double time rate for working over sixteen consecutive (16) hours will not compound with weekly double time pay.**

6.14 Call Outs. Employees shall be paid their overtime rates for all non-scheduled time worked subject to the following**:**

When employees are called back after having been released from a regular tour or shift, or before their scheduled starting time of their next regular shift and who are required to leave their residence in order to perform work for the Company, shall be paid for not less than two (2) hours at time and one-half (1 ½) their regular rate of pay. Employees called back after having been released from a regular tour or shift, or before their scheduled starting time of their next regular shift, and who are not required to leave their residence in order to perform work for the Company, will be paid for not less than one (1) hour at time and one-half (1 ½) their regular rate of pay. Such call-out time shall be computed from the time the employee leaves home and continue until the employee has had time to return home (or the equivalent). It is understood and agreed that any subsequent recall (prior to returning home) within the call-out minimum period shall not be treated as a second or third call-out. All time actually worked in excess of the first two (2) hours of call-out rate shall be paid at the appropriate rate. When the necessary work extends beyond the starting time of the employee's next regular work day only the traveling time from the employee's home to the job shall be included in the computation of the call-out time worked and effective with the beginning of the employee's regular work day he shall be paid at his/her regular rate for the regular time worked.

Both the Company and the Union recognize that due to the nature of our business and the necessity of providing continuous service, overtime and call outs after hours are part of the business. It is

understood and agreed that employees may be required to work overtime hours as directed by the Company. The Company shall make every attempt to limit same day mandatory overtime. Employees will generally be expected to be available and to accept call outs.

6.15 **Meal Period.** Employees will be given a lunch intermission of not to exceed one (1) hour without pay as determined by the Company. Employees positions may request a one half (1/2) hour lunch, Company approval will be based on current service requirements. Meals shall be taken as near the time indicated, or normal meal times for the employee, as is reasonable under the circumstances.

6.16 All overtime and Sunday work shall, so far as practical, be equally and impartially divided among the employees within their title.

6.17 If an employee is requested by the Company to fill a temporary vacancy in a job calling for a higher wage rate than is paid for his/her regular job, for one (1) session or more, he/she shall receive the higher wage rate for such time as he/she works on the higher rated job. Upon return to his/her regular job he/she shall again receive his/her regular rate. If the rate for the job to which he/she is temporarily assigned is lower, the employee's rate of pay shall not be reduced.

ARTICLE 7
WAGE SCHEDULES

7.01 The wage increase schedules and differential payments for the various job titles set forth in Exhibit A in this Agreement shall be in effect for the term of this agreement.

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

1) Wage progression increases will be effective based on the service anniversary date for active, full time employees and based on date last given for part time employees after the employee has worked 1040 hours.

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

ARTICLE 8
DIFFERENTIALS PAYMENTS

8.01 **In Charge.** The Company will pay non-supervisory employees "In Charge" differentials in the following amounts whenever they are specifically appointed to an "In Charge" capacity as a temporary replacement of a management employee, subject to the provisions in a., b., c., d. and e. below:

(a) The differential rate shall be $2.00 per hour for each full session of such assignment.

(b) There shall be no change in title.

(c) The employee shall retain eligibility to the working conditions to which he/she was eligible prior to appointment.

(d) Employees appointed "In Charge" will, whenever possible, be given advance oral notice of such appointments and the probable duration thereof. Confirmation of each such appointment will be posted, not later than the effective date thereof, on the bulletin board in the department involved. Following termination of each such appointment, the bulletin relating thereto will be removed from the bulletin board and held by the Company on file for future reference. It shall be the employees choice as to whether accept the “In Charge” responsibility.

(e) Such appointments shall be made only when, in the Company's judgment, supervision of a group of employees or a property is required during the absence of supervisors due to vacation, leave of absence, sickness or other absence where the regular supervisor, or other supervisor designated in his/her place, is not readily available by telephone or the job requirements make a replacement necessary. It is not contemplated that the payment of "In Charge" differentials will be required for supervisory absences due to scheduled days off, holidays, weekends, or conferences where telephone contacts are readily possible and employees so assigned shall not perform bargaining unit work.

8.02 **Working Leader.** Employees selected by the Company to serve in the capacity as working leader shall be paid, in addition to their base rate of pay, a differential of $2.00 per hour for all hours worked in such capacity.

8.03 **Tour Differential.** Employees working a scheduled tour with hours that fall within the period between 7:00 PM and 6:00 AM shall be paid an hourly differential of $**3.00** for each hour worked which falls within that time period. Any overtime which also falls during this period and connects to the scheduled tour shall also be eligible for the $**3.00** differential added to the overtime rate.

ARTICLE 9
VACATIONS

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

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

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

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.

9.02 A week of vacation shall mean a period of seven (7) consecutive days, including Saturdays, Sundays and holidays.

9.03 Employees on leave of absence for any full calendar year will not

be eligible for a paid vacation during that year. Accrued and carried over vacation time and personal holiday time will be used for incidental absence needs not covered by any paid benefit referenced within this agreement (to include absences for the employee's own medical condition for the first five days of any such absence as noted in Article 28).

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

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

9.04 Up to a maximum of one week (40 hours) of vacation may be carried over from one year to another, and must be used by December 31st or forfeited. Carry-over is not cumulative. Carryover may be selected only after all vacation selections for the current year earned vacation have been completed.

9.05 Employees who are eligible for two (2) or three (3) weeks of vacation may, at their option and in accordance with the present vacation selection schedule, schedule a one (1) portion of such vacation as a tentative vacation week. This tentative vacation week will consist of five (5) paid vacation days that may be scheduled on a day-at-a-time basis or increments as small as four (4) hours, service conditions permitting.

9.06 Similarly, employees who are eligible for four (4) or more weeks of vacation may, at their option in accordance with the present vacation schedule practice, schedule two (2) weeks of such vacation as tentative vacation weeks.

These tentative vacation weeks will consist of ten (1) paid vacation days that may be scheduled on a day-at-a-time basis or increments as small as four (4) hours, service conditions permitting.

9.07 If the employee has not taken all five (5) days or ten (10) days of the tentative vacation weeks, on a day-at-a-time basis, prior to the employee's scheduled tentative vacation weeks, those vacation days remaining will be taken during the scheduled vacation weeks.

9.08 Insofar as practical, the employees shall make their request for such day(s) of vacation to their supervisor no later than the Monday of the week preceding the week in which they desire to take a day(s) of vacation as described above. Such days of vacation will be granted to employees upon request, service requirements permitting. Premium paid days (Sunday and holidays) may not be selected as tentative days in conjunction with the tentative vacation week.

9.10 Work load, service requirements and other requirements of the business permitting, the vacation schedules shall be prepared in such a manner as will permit a maximum number of vacations to be taken during the more desirable vacation periods.

9.11 In November of each year, the Company will post on appropriate bulletin boards a schedule showing the vacation allowance which each employee at the particular location will be eligible for in the succeeding calendar year.

9.12 Concurrently from November 1st to January 31st, the Company, through its respective supervisors will consult with all employees eligible for vacations in the succeeding calendar year as to their choice of vacation period(s) for the particular year.

(a) Employees shall, in the order of their seniority, be entitled to express preference as to the time of taking their vacations, provided:

1. Employees eligible for more than one (1) week of vacation electing to take their vacations in segments will only be entitled to, in the order of their seniority, express preference for one (1) segment at a time; and

2. No segment shall be less than one (1) week, or the balance of the vacation the employee is eligible for, if less than one (1) week.

(b) Any employee who fails to indicate a choice of vacation period by January 31st will be construed to have waived whatever right he/she may have had to choose his/her vacation period(s) for the succeeding calendar year.

9.13 Between November 1st and January 31st, the Company will establish the vacation time schedule for all employees who will be eligible for vacations in the succeeding calendar year. In so doing, the Company will give consideration to each employee's seniority and expressed choice of vacation period or periods insofar as the available vacation periods established under Section 9.10 will permit.

After the vacation periods for all employees who have informed the Company of their choice of vacation period or periods (as provided for in Section 9.12 have been assigned, vacation for all other employees who will be eligible for vacations in the succeeding calendar year shall be assigned to such periods as remain available.

9.14 On or before February 1st of each year the Company shall post on appropriate bulletin boards the vacation time schedule for employees at the particular location.

9.15 An employee who leaves the employ of the Company before his/her vacation is completed shall be granted pay in lieu of such vacation, or remainder thereof, if any, as he/she is entitled to in conformity with the foregoing provisions, except employees discharged for cause or resign during an investigation into their misconduct.

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

If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the full amount of vacation hours which would have otherwise been

earned and taken during the next calendar year. Employees that terminate prior to December 26, for any reason other than retirement, will not be eligible for any payment of any vacation which is being earned in the current year and to be taken during the next calendar year.

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

ARTICLE 10
HOLIDAYS

10.01 The Company recognizes the following holidays:

New Year's Day
Memorial Day
Martin Luther King Jr. Day
Christmas Eve
Christmas Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Fourth of July

(8) Personal Holidays*

*Effective 01/01/05 eight (8) personal holidays.

10.02 Effective 01/01/05 personal Holiday time will be used for incidental absence needs not covered by any paid benefit referenced within this agreement (to include absences for the employee's own medical condition for the first five days of absence as noted in Article 28).

(a) An employee may select eight (8) days each calendar year as "Personal Holidays". The day need not be the same each year. Initial selection may be made by seniority after all vacations are selected. After initial selections are made, remaining selections will be made subject to the following conditions:

1. Selection will be on a first-come, first-served basis.

2. Premium pay days may not be selected as "Personal Holidays".

3. The Company will make a reasonable effort to grant the employee's selection, but service requirements of the Company shall prevail.

4. Once the selection process has been completed, an employee's day(s) shall not be changed except by mutual agreement between the Company and the affected employee.

5. In the first year of employment, employees hired by March 31st will be granted five (5) "Personal Holidays"; employees hired by June 30th will be granted four (4) "Personal Holidays"; employees hired by September 30th will be granted three (3) "Personal Holidays"; and employees hired by November 30th will be granted one (1) "Personal Holiday."

6. "Personal Holidays" may be taken in partial day increments.

10.03 Holidays occurring on Sunday will be observed on the following Monday; holidays falling on Saturday, at the option of the Company, may be scheduled to be observed on the preceding Friday. The Saturday and/or Sunday shall be considered the same as any other Saturday or Sunday. Any tour of duty which begins on a holiday shall be known as a holiday tour.

10.04 When an authorized holiday falls within an employee's vacation period, either an additional day's regular pay in lieu of vacation or an additional day of vacation shall be provided. The employee and his/her supervisor will mutually agree before the start of the employee's vacation which of these will be applicable.

Employees may not carry over personal holidays from one year to another. Employees who leave the Company for any reason prior to taking their personal holidays will forfeit their unused holiday.

ARTICLE 11
SENIORITY – JOB BIDDING

11.01 Insofar as practical and consistent with rendering good telephone service, seniority shall apply as follows whenever more than one (1)

employee has the requisite ability and qualifications and is capable of performing the work:

(a) Selection of scheduled working hours for which an employee is qualified in conformity with Article 6 within his/her work group.

(b) Selection of vacation periods in conformity with Article 9 within the work group.

(c) For the purpose of layoffs, those employees who perform essentially the same type of work within the same working area, and in conformity with Article 24, "Force Adjustments".

(d) Voluntary transfers and involuntary transfers.

(e) Temporary assignment to higher-rated job titles.

11.02 All employees on military leaves of absence shall continue to accrue seniority during such leaves in conformity with Article 17, "Military Leaves".

11.03 In the exercise of Section 11.01 (a) and (b) above, in any case where seniority is equal, the selections shall be on a rotation basis.

11.04 The seniority of a regular full-time employee temporarily assigned to part-time work and the seniority of part-time employees will accrue on a pro rata basis during the period of the employee's part-time work.

11.05 Any employee transferred or promoted into a position covered by the Bargaining Unit who has had six (6) months or more of employment with the Company will be credited with seniority based upon his/her total service beginning with the last date upon which he entered the Company's employ.

11.06 The Company will, as soon as possible after the date of this Agreement, and annually thereafter, prepare seniority rosters of employees covered by this Agreement and copies thereof will be furnished to the Union. Such rosters will show:

(a) The names of all regular employees;

(b) The department in which each listed employee is employed;

(c) The last date upon which the employee entered the Company's employ;

(d) Assigned job title of all regular employees; and

(e) Footnote explanations relative to any periods subsequent to the last date on which the employee entered the Company's employ when seniority did not accrue.

11.07 The first rosters so prepared shall be subject to review and correction for a period of sixty (60) days, after which time they shall become the official seniority rosters, except as to any corrections, if any, to be made through the elimination of inaccuracies presented before the end of said sixty (60) day period, subject only to additions, removals and changes made between the date of the first such rosters and the dates of any rosters prepared thereafter.

11.08 Effective June 2, 2015, all members of any CenturyLink bargaining unit who transfer into CWA Local 2204 on or after June 2, 2015, will have immediate seniority portability. This language does not cover management and/or non-bargaining unit employees. Where other **Brightspeed** contracts require reciprocity, this language will authorize those reciprocal agreements.

11.09 Effective September 7, 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.

11.10 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.

Applications must be submitted electronically within the specified time period using the on-line application tool provided by the Company. The application shall contain a clear, concise statement of the employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position.

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

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

(a) Probationary and temporary employees;

(b) Laid off employees;public service

(c) Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same title as the vacancy involved;

(d) Employees in formal corrective action unless they receive Manager's approval.

(e) 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.

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.

ARTICLE 12
TRANSFERS AND EXPENSES

12.01 Employees transferred from one (1) permanent location to another permanent location, at the request of the Company in accordance with Article 36, shall suffer no loss in regular pay (basic hourly rate for hours normally worked - no overtime) for necessary and reasonable time off to arrange for moving his/her household furnishings;

Such employees shall also upon presentation of receipted bills, or other evidence of payment, be reimbursed for necessary moving expenses consisting of reasonable costs of transportation, meals and lodging for himself/herself and members of his/her immediate family who regularly reside with him/her, including drayage cost of moving the employee's furnishings for his/her household; Provided that the employee secures Company approval in advance of taking any time off for these purposes, or contracting any such expense.

ARTICLE 13
TRAVEL TIME - TRANSPORTATION - BOARD AND LODGING

13.01 Except where expressly stated within this Article, all expenses paid for board, lodging and travel allowance will be in accordance with the **Brightspeed** Employee Business Expense practice except that receipts for all expenses will be required by local management. Employees will be responsible for obtaining Company designated credit cards for billing purposes when required by the Company.

13.02 Travel time for assignments involving travel other than normally required between the employee's residence and assigned report location will be paid as follows:

(a) Standby. Travel time between the employee's residence and their work center or the employee's first/last work assignment that is in excess of the normal drive time between the residence and the assigned work center will be paid at the appropriate rate. This is true whether or not employees are in a company vehicle.

(b) Call Out. Travel time between employee's residence and their work center or the employee's first/last work assignment, will be paid at the appropriate rate. This is true whether or not employees are in a company vehicle.

(c) Training or Temporary Assignment. Travel time at the beginning and completion of training or temporary assignments that is in excess of the normal drive time between the residence and the assigned work center, will be paid at the appropriate rate. This is true whether or not employees are in a company vehicle.

(d) While Driving A Personal Vehicle. For employees who receive prior approval to travel by personal vehicle instead of by air, the maximum travel time paid (at the appropriate rate of pay) is limited to the equivalent number of hours it would normally take to travel from the employees' home to the hotel, by means of a commercial air carrier.

(e) When traveling via any commercial carrier. Employees may be paid for up to eight (8) hours per day. In no case will employees be paid overtime as a result of travel delays.

13.03 Employees working a tour which normally ends prior to 7:00 p.m. who are required to work overtime a minimum of three (3) consecutive hours beyond their scheduled tour and who are not given an opportunity to go home to eat, shall be given an evening meal allowance of ten dollars ($10.00) for an evening meal.

ARTICLE 14
TOOLS

14.01 The Company will furnish all tools and equipment necessary to provide and maintain telephone service.

14.02 Tools and equipment referred to in Section 14.01 found upon inspection to be unsafe, in the judgment of the supervisor, for continued use will be turned into and replaced by the Company, except as provided in 14.04.

14.03 Suitable rain protective equipment for employees required to work out-of-doors in inclement weather, will be furnished by the Company.

14.04 Such tools and equipment furnished by the Company as referred to in Sections 14.01, 14.02, and 14.03 shall be signed for by the employee who shall be held responsible for their return in good condition, reasonable wear and tear expected.

ARTICLE 15
INCLEMENT WEATHER

15.01 When employees report for duty and because of inclement weather, are, in the opinion of the supervisor, unable to safely perform their regular work, they shall be assigned other work as may be available in order that their time may be profitablyutilized.

(a) Notwithstanding the provisions of Section 15.01 above, employees who report for work and who, because of unsatisfactory or unsafe working conditions that are beyond the control of the Company, are unable to satisfactorily perform any work shall be paid for four (4) hours or until dismissed from duty, whichever time is greater. Employees may, at their discretion take a half of a day's vacation or excused time without pay.

15.02 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.

15.03 Safety rules and regulations issued by the Company, or local, state and federal governments for health and safety of employees and the public shall be strictly complied with. The Union and the Company shall cooperate in enforcing all such measures.

15.04 Any question regarding matters referred to in this Article 15 shall be subject to the grievance procedure but shall not be subject to arbitration. Any Union complaint of unfair treatment under this Article shall, however, be subject to final review by the Labor Relations Manager and the Virginia Area Director of theUnion.

ARTICLE 16
ABSENCES FROM DUTY

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

All requests for Administrative/Personal leaves of absence shall be submitted at least thirty (30) days in advance, if possible.

An employee shall, upon his/her return from a leave of absence -- subject to the seniority and associated provisions of this Agreement and provided that the employee has the physical and mental fitness and capacity to perform the work -- be reinstated:

1. On the same job, and at the same level of the wage progression schedule he/she left when his/her leave of absence began, provided that job is available; otherwise

2. At work generally similar to that in which he/she was engaged immediately prior to the beginning of his/her leave of absence, and at the appropriate wage rate applicable to such work, provided that such job is available.

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 Policy.

Disability Leave. All employees who are not eligible for federal or state Family and Medical Leave, or have exhausted the maximum time available, are eligible for disability leave for recovery from approved disabling illnesses or injuries. This

includes all on- and off-the-job illnesses and injuries. Except as otherwise allowed by law, disability leaves will be administered in accordance with the Company Policy. Employees on disability leave may qualify for benefits under several Company plans (Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.

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

1. An employee shall not seek or accept other employment of any kind, including any business of his/her own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he/she 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 Policy.

5. The Company maintains the right to modify or amend the administration guidelines described in the Company Policy at its discretion.

6. Net credited service shall accrue for employees temporarily absent from work due to accidental injuries or to illness for any period not in excess of six (6) months, provided that the employee returns to active work promptly upon recovery and after his/her physician finds and reports to the employee and to the Company that he or she is qualified to do so;

7. If an employee is elected to fill a term of office with the Local Union which requires absence from duty with the Company, and both the Union and the employee request, in writing, as far in advance as possible (normally not less than thirty (30) days), that the employee be granted a leave of absence, then the Company will grant a leave of absence not to exceed three (3) years. No more than two (2) employees shall be on leave of absence for Union business at one time.

16.02 Employees shall be excused by Company with pay under the following conditions:

(a) Absence Due to Death in the Immediate Family. In the event of a death in the immediate family of an employee, excused time off, with pay for scheduled time, will be granted for up to five (5) workdays beginning the day of the funeral/memorial service or the day immediately prior to the funeral/memorial service, if travel is. The term "immediate family" as used herein, is defined as mother, father, brother, sister, spouse, domestic partner, child, children of domestic partner, stepparent, stepchild, stepbrother and stepsister. In addition, excused time off, with pay for scheduled time, will be granted for up to three (3) workdays beginning the day of the funeral/memorial service or the day immediately prior to the funeral/memorial service, if travel is needed for other covered family members. The term "other covered family members" as used herein, is defined as aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father- in-law, son-in-law, daughter-in-law, brother-in-law, sister-in- law and grandparent-in-law. Additional time off, without pay, may be granted if necessary and requested, at the Company's discretion.

Days may be taken off intermittently with the approval of the employees' supervisor. Bereavement days must start within 30 days of the death and within 3 months of the date of the death.

(b) Absence for Jury Duty. Any regular employee who has been

lawfully summoned to report for jury service and/or who actually performs jury service, will be paid by the Company

the basic straight-time rate of pay for such regular time as he/she is required to be absent from duty provided that:

1. The employee notifies the immediate supervisor on the employee's first working day following receipt of such summons - unless prevented from doing so by conditions beyond the employee's control - and is assigned or reassigned, to a regular 8:00 a.m. to 5:00 p.m. tour for the period of such jury service.

2. Any such employee who on any day is excused from such jury duty, at a time that will permit him/her to return to work for a part of the day, shall communicate with the supervisor for such assignment as is reasonable under the circumstances.

16.03 **Absence for Union Business.** Service and other business conditions permitting, any employee who is an authorized representative of the Union and whose Union assignment requires that he/she be absent from the Company will, upon request by the employee to his/her immediate supervisor be excused without pay.

All requests for such excused absences shall be made as far in advance as possible and the Company shall act promptly upon each request. Such excused absences shall not exceed twenty (20) consecutive calendar days, or a total not to exceed sixty (60) working days in any calendar year.

It is understood that the above limitations shall be exclusive of time spent in collective bargaining and grievance handling.

No more than one (1) employee from any one departmental work group or five (5) employees in total shall, at any one time, be excused, unless in special cases, other arrangements are made and agreed upon between the Company and the Union a reasonable period in advance.

16.04 In the spirit of community involvement and public service, service and other business conditions permitting, the company agrees to excuse employees from work for eight (8) hours on a non-paid basis when they serve the community during normal business hours as appointed poll workers and election officials (excluding campaign

work for any political party or candidate) for primary and general elections.

ARTICLE 17
MILITARY LEAVES

17.01 Leaves of absence will be granted to all regular employees entering the Armed Forces of the United States under any law now in effect, or which may be enacted. Such leaves, hereinafter referred to as military leaves, will be for the initial period of the employee's military service and of any hospitalization continuing after discharge for a period of not more than one (1) year.

17.02 Employees granted such military leaves shall continue to accrue seniority during such leave.

17.03 Any employee who enlists in, or who is inducted into, the military forces of the United States shall be re-employed in accordance with the re-employment rights provided under the Vietnam Era Veterans' Re-adjustment Assistance Act, as of now or hereafter amended.

17.04 If at the time of application for re-employment by an employee who has been in military services, no vacancy exists, one may be created by discharge or layoff. Any layoff shall be made in accordance with procedure outlined in Article 11, "Seniority".

17.05 Employees granted military leaves who are eligible for a paid annual vacation in the current calendar year, which they have not already taken, shall at the time of their induction, or within a reasonable period thereafter, receive the appropriate vacation pay, or unpaid portion thereof.

17.06 **Military Reservist Policy.** Effective May 16, 1997, any regular full-time or regular part-time employee who is a member of the National Guard, State Guard or Reserve component of the United States Armed Forces, when ordered to report for training by his/her commanding officer to any training center or camp, when such training cannot be obtained outside of said employee's scheduled working hours, shall be excused by the Company to receive such training upon his/her giving at least fourteen (14) days prior written notice to his/her Supervisor. An employee granted absence for such training shall be paid, up to a maximum of two (2) calendar weeks, a sum which, when added to the payment received for such military

training, shall equal straight-time pay which the employee would have earned for the same two (2) weeks, provided he/she furnishes the Company written proof from his/her commanding officer of such time spent in training and the payment received for such military training. Such payment will be made but once in any calendar year.

ARTICLE 18
GRIEVANCE PROCEDURE

18.01 If any grievance or difference arises between the Company and the Union during the term of the agreement, or any employee or employees covered by this Agreement, as to any alleged unjust discharge, or any alleged unjust treatment, including alleged unjust treatment in connection with matters adversely affecting the protection during the working hours of the health and safety of employees, or the application or interpretation, or alleged violation of the provisions of this Agreement, such grievance or difference shall be processed in accordance with the following procedure; provided, that any individual employee or 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 Union, as long as the adjustment is not inconsistent with the terms of this Agreement or Agreement then in effect; provided further, that the Union has been given opportunity to be present at such adjustment:

Step 1

The grievance/difference shall first be presented by the Union to an immediate supervisor. The Union shall notify the supervisor prior to the expiration of time limits set forth in 18.04. The grievance shall be identified, setting forth the facts giving rise to the grievance, including the contract provision(s) alleged to have been violated and the remedy requested. Once notified The Company and the Union will meet within seven (7) calendar days to formally discuss the grievance. Once the grievance has been presented in this manner, no Company representative shall discuss the grievance with the involved employee or employees without first notifying the Union so a properly authorized Union representative can be present. This will remain true up to the final disposition of the matter.

The Company shall have ten (10) calendar days from the date of the initial Step 1 Meeting to provide an answer. If the grievance or difference is not resolved satisfactorily within this ten (10) calendar day time frame, the Local Union President shall reduce the grievance to writing and shall be forwarded to the Area Operations Manager within ten (10) calendar days of the Company's answer.

Step 2

The Company's Area Operations Manager, having jurisdiction (and/or his/her designated representative) and the Local Union President (and/or his/her designated representative), who may be accompanied by the aggrieved employee, shall then meet within ten (10) calendar days and attempt to settle the grievance or difference. Within ten (10) calendar days after at the Step 2 meeting the Area Operations Manager shall forward a written answer to the Local Union President. If the grievance or difference is not satisfactorily settled at Step 2 above, the CWA Representative or Local Union President may forward a written appeal to the Company's Labor Relations Representative, within ten (10) calendar days after the Company's answer under Step 2 above.

Step 3

The Company Manager-Labor Relations (and/or the designated representative) and the Union Representative shall meet within fourteen (14) calendar days of the date of the written appeal referenced in Step 2 (either face-to-face or via telephone conference). Within fourteen (14) calendar days after the Step 3 meeting, the Company Manager – Labor Relations (or designated representative) shall forward a written response to the Union Representative. If a satisfactory agreement is not obtained under Step 3, then the Union shall within thirty (30) calendar days of the Company's third step response subject to the provisions of Article 19, have the right to submit the grievance to arbitration by delivering to the company written notice of its intention to do so.

18.02 Any grievance related to a suspension or discharge may be presented to the Company's designated representative at the final step of the grievance process by the close of the 30th calendar day following the day on which such suspension or discharge action is taken.

18.03 The time limits specified in any of the foregoing steps may be extended with respect to the particular grievance or difference by mutual consent of the parties hereto and confirmed in writing.

18.04 Any grievance shall be presented as soon as practicable after the last occurrence, but in no event later than twenty-one (21**)** calendar days thereafter. Failure to submit a grievance within such period shall constitute a bar to further action thereon, unless it is shown that such failure was due to causes beyond the control of the employee, or that neither the employee nor the Union knew that the cause of the grievance existed.

18.05 The aggrieved employee and the employee acting as authorized representative of the Union may, without loss of pay and following reasonable advance notice, and at a time mutually agreed to in advance, discuss and investigate grievances when accompanied by a Company representative during their respective scheduled work days.

18.06 If the aggrieved employee and/or his/her representative employed by the Company or other employees are requested by the Company to leave their normal working area in the handling of an alleged grievance or difference, the Company will reimburse him/her for reasonable board, lodging and transportation expense incurred in connection therewith.

18.07 Exclusive of Company representatives, attendance at grievance meetings shall be limited to three (3) persons employed by the Company, one of which must be the aggrieved. Within these limitations, employees of the Company shall suffer no loss of time or pay for regular scheduled work time during the normal work week spent in attendance at such meetings. The Union may have additional attendees external to the Company for grievance meetings at their own expense. Any additional employees of the Company must be mutually agreed upon in order to attend.

18.08 The failure by the Union to adhere to the time limits pertaining to the processing of a grievance, shall result in the grievance being withdrawn. If the Company does not provide a timely written response, the grievance shall automatically move to the next step of the grievance process (excluding arbitration).

ARTICLE 19
ARBITRATION PROCEDURE

19.01

(a) Any grievance or difference involving the alleged unjust suspension, or dismissal or demotion of an employee, or the interpretation, or alleged violation of any of the provisions of this Agreement occurring during the term of this Agreement.

(b) Any particular grievance or difference not included in the preceding subparagraph a., by mutual agreement of the parties hereto.

19.02 In order to be timely filed for arbitration, the matter must be submitted to the Federal Mediation and Conciliation Service within sixty (60) days from the date the Company notifies the Union it has received its appeal to arbitration, otherwise, the grievance will automatically be deemed resolved in the Company's favor.

(a) Either party may request the Director of the Federal Mediation and Conciliation Service to submit to the two (2) member Board, a list of seven (7) Arbitrators, from the National Academy of Arbitrators. After receiving the list of arbitrators, and within thirty (30) days of its receipt, an arbitrator shall be selected. The Company member and the Union member shall each have the right to strike three (3) names from such list. The parties shall alternate in striking the names; the representative of the aggrieved party exercising the first strike. The person whose name remains on the list shall be designated the Arbitrator;

(b) Either party may reject one arbitration panel, provided it does so within 10 business days, immediately submits a request for a new panel with the FMCS, and notifies the other party. The requesting party will pay the cost of the new panel.

(c) The decision of the Arbitrator, which shall contain a statement of the grounds upon which the issue or issues have been decided, shall be final and binding upon each of the parties hereto and they will abide thereby.

19.03 The Arbitrator to be appointed in accordance with the foregoing provisions shall have no power to alter, amend, annul, or disregard any of the terms or provisions of this Agreement.

19.04 This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award a direction for the payment of money, retroactively or otherwise, limited to making the employee whole and no more, for a maximum of 18 months (plus any time that the processing of the arbitration was delayed at the specific request of the Company). With respect to wages "make whole" means reimbursing the individual for the basic wages they would have made if employment had been continuous at the employee's regular straight-time wage rate and not including overtime or other premium payments or interest. Deductions must be made for interim earnings, Unemployment Compensation, other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged during that period. It is understood the Company shall assume no backpay liability for delays at the specific request by the Union in which the Company concurs.

19.05 Each of the parties shall bear the expense of its own representatives and witnesses and the parties hereto shall jointly bear any general expenses of the Arbitration, including the expense of providing the Arbitrator.

19.06 The time limits specified in any of the foregoing procedures may be extended by mutual agreement of the parties hereto expressed in writing.

19.07 No employee shall be paid by the Company for any time lost while acting on behalf of the Union during arbitration proceedings.

19.08 The Arbitrator will give his/her decision within thirty (30) days after receiving briefs from both sides if any.

ARTICLE 20
JURISDICTION OF WORK

20.01 The Company agrees that it will not contract out work covered by this Agreement if, as a result thereof, it would become necessary to

lay off, or reduce to part time, or to reduce the rate of pay of any employee within the affected job title and working area. The Company will determine whether or not vacancies exist. If the Company determines a vacancy exists, it will be the Company's election to either backfill said vacancy with a Company employee or utilize other means of accomplishing the work.

20.02 The Company and the Union shall meet quarterly to review and discuss work done by contractors, and employees from outside the bargaining unit. At such meeting the Company shall provide information on the work performed by contractors, and employees from outside the bargaining unit. Nothing contained in the requirement shall impose any restrictions on the Company's ability to contract work out except as specifically stated in Section 20.01 above.

20.03 The Company agrees that it will not work supervisory employees on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions.

20.04 Employees may, on occasion, be required to travel outside the service area represented by CWA, Local 2204, to perform work. Likewise, employees from other bargaining units and/or non-bargaining unit employees may be required to work at Company locations within the bargaining unit jurisdiction performing bargaining unit work to address extended customer intervals and/or plant conditions contributing to intervals, for emergencies, fill in for employee absences, or giving and receiving training. The Company's use of employees from outside the bargaining unit will not exceed more than 8% of the total hours of work encompassed within the bargaining unit on an annual basis excluding hours attributable to natural disasters or declared state of emergencies. It is understood that all qualified and available employees within the service area represented by CWA, Local 2204, will be utilized before additional Company individuals are brought in from the outside.

The parties agree that the assignment of bargaining unit work to non-unit employees and the assignment of non-bargaining unit work to bargaining employees as permitted under this agreement is not intended in any way to affect the separate

community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.

20.05 Nothing in this section is to be interpreted as prohibiting the Company from the consolidation or transfer of work to other **Brightspeed** groups. In such cases, the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

20.06 When bargaining unit employees are performing work within the jurisdiction of a different local union in which there exists a higher rate of pay for the same work, the employees will be paid the basic wage rate of their regular job or the basic wage rate of the job to which that employee is working, whichever is higher, to include travel time to and from the jurisdiction.

ARTICLE 21
UNION BULLETIN BOARDS

21.01 The Union shall have the right to mount and maintain bulletin boards at its own expense upon the Company's property at such locations and of such construction as may from time to time be mutually agreed upon in advance between the Company and the Union.

21.02 Such Union bulletin boards shall only be used for:

(a) Factual notices and announcements of the Union pertaining to the following:

1. Meetings and Convention calls of the Union,
2. Nominations and elections of the Union,
3. Results of Union elections,
4. Appointments to Union offices and committees, and
5. Social, educational and recreational affairs of Union.

(b) Announcements or letters issued jointly by the Union and the Company.

21.03 Material posted shall not contain anything of a controversial or political nature, anything derogatory to the Company, its Management or any of its employees.

21.04 Should the Union desire to post any material, including promotional and organizational material, not provided for in Section 21.02, it may be posted only after an authorized representative of the International Union has secured the written approval of the Labor Manager or designated individual in this regard.

21.05 o material shall be posted upon these Union bulletin boards, except by a properly authorized representative of the Local Union. The Union agrees to keep all material posted neat in appearance at all times.

ARTICLE 22
UNION ACTIVITY ON COMPANY PROPERTY

22.01 Neither the Union, its representatives, nor its members shall carry on Union activities on Company premises, or on Company time, except that Union officers and members, who are also employees, and other authorized Union representatives may carry on legitimate Union activities outside of working periods of all employees participating, in space where no Company operations or other work is performed, provided that:

(a) Such activity shall be limited to small groups of not to exceed six (6) employees;

(b) Shall not interfere with the business of the Company or the use of such space for the purposes for which the space is intended; and

(c) Arrangements for use of such space are made in advance with the appropriate supervisor.

22.02 The Company and the Union agree to cooperate in the inspection of working conditions and in the investigation of circumstances involving any alleged grievance.

ARTICLE 23
BASIC WAGE ADJUSTMENT IN THE EVENT OF A CHANGE IN JOB TITLE

23.01 When an employee is transferred or promoted he/she shall be given a trial period not to exceed six (6) months in the new assignment. If the employee shows that he/she is unable to efficiently perform the work of the new assignment within such trial period, he/she shall be returned to his/her former job title, if such job is available, at the

former wage rate. If no vacancy in the employee's former job title exists, the employee may transfer to an alternative position, if available, provided the employee is qualified. An employee may request at any time during the trial period to return to his/her former job title, provided said position is available as determined by the Company.

23.02 When an employee is promoted in accordance with Article 11, Paragraph 11.10, or is reclassified, the wage rate application shall be as follows:

(a) An employee promoted through the bidding procedure to another schedule with higher rated progressions shall upon entering the new job receive the pay of the lowest rated interval of the higher schedule which gives an increase, retaining all time in the former scale, and shall progress according to the regular interval of said higher rated schedule.

(b) An employee, who has been reclassified to a lower rated job which he/she previously held, shall be placed at the highest rated step of the lower schedule which gives a decrease. In the event the employee has not previously held the lower rated job, the pay shall be the highest rated step of the lowest scale which gives a decrease, less one (1) additional step.

ARTICLE 24
FORCE ADJUSTMENTS

24.01 Reduction in Force or Technological Displacement

(a) Whenever the Company deems it necessary to reduce to the work force or working hours of regular employees, within a job title and working area the Company will first discontinue any contracting out of work within that title and working area and assign CWA bargaining unit employees to perform that work which was being contracted out. If there is need for additional reductions, such force adjustments shall be made effective among employees by job title and working area, performing essentially the same type of work in the district, through reducing to part-time or layoffs or both, subject to the following conditions:

1. Temporary 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 declare employees surplus in the inverse order of seniority.

4. The Company may offer Voluntary Termination as outlined in 24.03

(b)

1. Employees who are designated as surplus shall be offered reassignment to available jobs in the same or lower pay levels within the working area affected, provided they have previously held the job title and are qualified (meaning up to three day acquaintance period) to perform such jobs.

2. Employees who are surplus shall be offered transfer to the jobs in paragraph 1. in order of their seniority.

3. If there are no jobs available in the working area as provided in paragraph 1. above, the employee shall be offered reassignment to the least senior positions in the same or lower pay levels within the entire bargaining unit, provided they have previously held the job title and are qualified (meaning up to a three day acquaintance period) to perform such job.

4. If a regular employee accepts such re-assignment, offered in order to preserve his/her employment, to available work at the prevailing wage rate for that job title, and is later re-assigned to his/her former job title, his/her Wage Experience Credit in his/her former job title shall be the same as it would have been had he/she remained in his/her former job title.

   If the employee(s) refuse the offer, then the employee(s) shall be laid off in accordance with Section 24.01.B.5.

5. **Layoff Procedure -** When the Company is contemplating laying off an employee, the employee to be affected shall

be given ten (10) days' advance written notice of the layoff (copy to the Local Union) provided that any temporary continuation of employment for not more than sixty (60) work days shall not necessitate the giving of any additional notice in advance of the layoff being made effective. An employee anticipating quitting shall be expected to give ten (10) days' advance written notice to the Company.

Displaced employees who are not offered continued employment or who refused reassignment to available jobs in accordance with Section 24.01 B.1.above, shall be retired, if eligible, in accordance with the Embarq Pension Component of the **Brightspeed** Combined Pension Plan, including Appendix MM, with eligibility for severance pay under the Severance Plan.

24.02 Rehiring After Layoff

The net credited service of an employee temporarily laid off through no fault of his/her own, and reinstated within twelve (12) months after layoff shall continue to accrue during such layoff period; provided that when the laid-off employee is notified to return to work such notice shall be mailed not less than two (2) weeks in advance of the date on which he/she is directed to report for work. Such notice shall be sent by registered mail, return receipt requested, to the employee's last known address and it shall be his/her duty to inform the Company by registered mail, return receipt requested, within ten (10) days after the date on which the Company's notice was mailed, whether he/she will return to work on the date stated in the Company's notice.

An employee who fails to send the Company such notice, or who fails to report, as directed, shall be deemed to have terminated. An employee laid off shall keep the Company informed at all times of his/her current mailing address.

When adding to the forces, the former employees most recently laid-off within the past twelve (12) months, or employees most recently re-assigned within the past twenty-four (24) months, will, in accordance with their net credited service, be the first to be re-assigned to their former job title or re-employed, if available

qualifications being sufficient, and provided they are physically qualified to return to work.

24.03 Voluntary Termination

(a) To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to address workforce adjustments by offering voluntary termination, in seniority order, to employees in the affected job title(s) and location(s). However, the Company may at its sole discretion terminate the offering within the work group at any time during the offering. Employees so selected by the Company are eligible for severance pay in accordance with Article 37, Severance Plan. 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 Voluntary Termination have the right to accept or reject the Company's offer. Employees who voluntarily terminate and leave the service will be considered to have voluntarily terminated employment.

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

24.04 Reallocation of Workforce

In cases of work force adjustments where the Company is reducing a job title in one location and increasing it in another location within a distance no greater than 50 miles between locations, the Company will provide one weeks' notice in writing to the Local president prior to announcing a reallocation. The Company will first poll employees in the job title at the location being reduced to determine if any volunteers are interested in seeking to transfer to the new location. Selection of volunteer(s) shall be in accordance with Article 11.01. If no employee(s) volunteers, then the least senior employee(s) with the requisite ability and qualifications will be assigned to the new location.

ARTICLE 25
DEFINITIONS

25.01 **Appropriate wage schedule** as used herein shall be deemed to mean the wage schedule applicable to the employee's particular location and job title.

25.02 **Basic hourly rate** as herein used shall not be construed to include differential payments or overtime payments.

25.03 **Employee or employees** as used in this Agreement shall be deemed to mean regular full-time, regular part-time and temporary non-supervisory employees.

25.04 **Job titles** as used herein shall mean those individual job titles specified in the various wage schedules attached to this Agreement.

25.05 **Net credited service** shall mean length of continuous Company service accrued from the last date the employee actually began work within the Company's Martinsville, Virginia District, excluding appropriate periods and as shown on Company records.

25.06 **Non-supervisory employees** as used in this Agreement shall be deemed to mean those employees engaged within the job titles expressly set forth in Exhibit A, inclusive, of this Agreement.

25.07 **A normal day's tour** for full-time employees shall consist of eight (8) working hours and shall consist of two (2) work sessions. The first session shall be that portion of the normal daily tour which is scheduled before the assigned lunch or supper period or shall be the hours of work assigned in the first portion of a morning - evening tour. The second session shall be that portion of the normal daily tour which is scheduled after the assigned lunch or supper period or the hours of work assigned in the last portion of the morning - evening tour.

25.08 **Normal report location** shall mean the location, such as a central office, garage or storeroom at a city or town to which location employees regularly report for duty at the time shown on their work schedules posted at such location.

25.09 **A normal work week** for full-time employees shall consist of five (5) "normal days' tours" which may be scheduled on any of the seven (7) days of a calendar week.

25.10 **Part-time employees** are regular, probationary or temporary employees who are employed for less than the normal daily or weekly working periods not to exceed thirty (30) hours, provided, however, that such employees may be assigned to work full-time during the temporary absences of other employees.

25.11 **Probationary employees** are those employees who are employed with the understanding that they will become regular employees, provided that during the six (6) months' probationary period they show that they have the requisite ability and qualifications.

25.12 **Regular employees** are those who have been employed by the Company for more than six (6) months and who have successfully completed their respective probationary periods. The date of employment of regular employees who have satisfactorily completed a probationary period of employment shall be the last date upon which the employee entered the Company's full-time employment (whether as a probationary or a temporary employee).

25.13 **Seniority** shall mean any right of preference accruing to a regular employee upon the basis of the employee's net credited service (as defined in Section 25.05).

25.14 **Temporary employees** are persons whose term of employment is intended not to be more than six (6) months, provided that the period for which a temporary employee may be employed can, by mutual agreement of the parties hereto, be extended to cover the full period of the temporary employment, not to exceed twelve (12) months. Such employees shall be reclassified as regular employees
if their employment exceeds one (1) year of continuous service since date of last engagement.

25.15 **Wage Length of Service (Wage Experience Credit).** Period credited to an employee in the application of the wage schedule for his/her job title. Generally, the wage length of service of an employee whose entire service has been continuously in the same job will be his/her total length of service. If one is employed at a starting rate higher than the normal starting rate on account of previous telephone or other experience or special training, the wage

length of service will include such credit as is given at the time of employment or re-employment, plus service accumulated thereafter.

25.16 **Work group** shall mean groups of employees having the same job **title** and reporting to the same normal report location.

25.17 **Working area** shall mean the areas served by the Company in Martinsville (1), Montpelier (2), Rocky Mount (3) and Stuart (4), Virginia. It is recognized, however, that working areas can be different for different job **titles** working out of the same normal report locations. (The numbers indicate the locations as outlined in Section 1.02)

25.18 **Working Leader.** A non-supervisory employee on productive work who is assigned by the Company to coordinate the work activities of a group of workers and who may contribute to the training of employees.

ARTICLE 26
FEDERAL AND STATE LAWS

26.01 Nothing in this Agreement shall be construed to require either party to this Agreement to act contrary to any State or Federal Law or regulation, having the effect of law. In the event any such condition arises, it is agreed that this Agreement shall be modified in respect to either or both parties to the extent necessary to comply with the law or regulation having the effect of law.

26.02 The **Brightspeed** Disability Plan, the Health and Welfare Benefits Program, the Embarq Pension Component of the **Brightspeed** Combined Pension Plan, and the **Brightspeed** 401(k) Savings Plan (for employees of **Brightspeed of Virginia, LLC**) are, by this reference, made part of this Agreement.

26.03 Notwithstanding anything to the contrary, where any one clause or Article of this Contract is applicable to a request for a leave of absence 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.

26.04 The Company and the Union will comply with the Americans with Disabilities Act.

ARTICLE 27
SERVICE BRIDGING

27.01 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.

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

ARTICLE 28
SHORT TERM DISABILITY BENEFIT PLAN (STD PLAN)

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

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

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

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

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

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

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

a) For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2020**, t**he STD benefit

under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

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

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

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

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

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

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

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

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

28.7 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.

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

Effective 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.

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

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

ARTICLE 29
STAND-BY PROGRAM

29.01 The Company will designate which areas and job titles whereby a "Stand-By Program" will be utilized and the length of thestand-by period.

29.02 The Company will first attempt to satisfy stand-by coverage needs through qualified volunteers. In the event there is a sufficient number of qualified volunteers, the Company will not mandate any further stand-by duty assignments. In the event there is an insufficient number of qualified volunteers the Company may then require employees to serve on stand-by.

29.03 Stand-by will be rotated among all qualified employees as determined by the Company in a geographic area defined by the Company on a seniority basis. The stand-by period will normally be for a five (5) day work week, two day weekend, or holiday. Individual days of standby may be scheduled based on service requirements.

29.04 Under normal circumstances no employee will be required to serve on stand-by for more than one week in each four (4) week period unless the relative size of the workgroup requires greater frequency. This restriction will not prevent employees from volunteering for stand-by duty on a more frequent basis, nor will it prevent employees from trading weeks of stand-by. During the period of stand-by, the employee will be available to take all calls and report to a job site as needed.

29.05 Employees who are designated for stand-by will be utilized in any working area location where he/she is qualified to perform the work. Additionally, employees may be required to diagnose problems that are outside the area of their responsibility.

29.06 Employees on stand-by will be available with company provided mobile phone or be required to provide a can-be reach number. The stand-by employee will normally be available to respond to the trouble (i.e., be enroute) within thirty (30) minutes.

29.07 During periods of stand-by, the employee may be assigned a vehicle for business purposes only. If assigned a vehicle, the vehicle must be kept at the employee's residence and parked off the public street when possible. If the vehicle cannot be kept at the employee's place of residence due to an ordinance or other regulation, it may be parked at the nearest Company approved location/s. Employees on stand-by are responsible for ensuring that Company vehicles are properly maintained. The Company will pay for all required vehicle maintenance.

29.08 Travel time (for stand-by) between the employee's residence and their work center or the employee's first/last work assignment that is in excess of the normal drive time between the residence and the assigned work center will be paid at the appropriate rate. This is true whether or not employees are in a company vehicle.

29.09 It will be the responsibility of all employees on stand-by to report the completion of a case of trouble. This will clear the employee for additional call-outs and allow the customer to be given a status of trouble report if required.

29.10 The stand-by employees will be paid thirty dollars ($30) per week day for stand-by periods and forty dollars ($40) per weekend day and fifty dollars ($50) on an observed holiday.

ARTICLE 30
PAYDAY AND PAY METHODS

30.01 All employees will be paid on a bi-weekly basis with the payday being Friday following the pay period ending date. When a normal payday falls on a Company holiday, the payday will be on the preceding Thursday. Effective January 1, 2011 payment shall be by direct deposit.

30.02 Electronic paystubs will be available on each payday and shall include a statement of hours worked, earnings and a listing of all deduction from earnings.

ARTICLE 31
HEALTH, SAFETY AND APPEARANCE

31.01 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 Company requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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

The Company will provide Safety Footwear in accordance with the Company's Safety Footwear Policy. A copy of which was provided to the Union. For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

31.02 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 July 1, 2015, the Company will provide an annual (calendar year) maximum contribution of $75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.

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

2. Prescription safety glasses shall meet current ANSI standard Z87.1 and include protective specialty safety eyewear where the user requires a vision 'correction.'

3. The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades. Each order for prescription safety glasses will include detachable side shields.

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

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

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 32
TELEPHONE CONCESSIONS

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

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

If a National Concession Plan is offered to other represented units or if another represented unit is offered concession over and beyond that of non-represented employees, employees under this agreement shall be made the same offer.

ARTICLE 33
PROFESSIONAL WEAR

33.01 The Company will provide an annual credit of $175 for the life of the agreement for the purchase of approved garments through the Company authorized vendor to employees in those titles which the Company deems appropriate. New hires in those titles may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non- uniform garments.

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

33.03 A pin, not to exceed 1 ½ inches in diameter designating affiliation with the CWA, may be worn with the uniform. This pin will not cover the Company logo.

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

ARTICLE 34
HOME GARAGE

34.01 Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 41.01. The Company agrees to discuss with the Union any changes to the policy if they should occur.

ARTICLE 35
FOUR DAY WORK WEEK

35.01 For purposes of implementing and administering a four-day work week, **Brightspeed** (the "Company") and the Communications Workers of America (the "Union") do hereby agree as follows:

1. General

It is agreed a four-day work week may be implemented which will replace the normal five-day schedule, to all titles whenever practicable, depending on service requirements and work load. In executing this agreement, it is mutually agreed that deriving incidental or indirect benefits, not specifically addressed, because of the implementation of a four-day work week is not in keeping with the intent and spirit of this Agreement and any such efforts to derive such benefits will not be supported by either the Company or the Union.

When implemented, the four-day work week generally should apply to all eligible employees of the work group, however, the Company reserves the right to restrict the number of available four day workweek schedules based on operational necessity. Work Group for this purpose shall consists of "a group of employees who work under the same first line supervisor and who regularly relieve each other."

2. Work Day

For employees normally scheduled forty (40) hours per week, each tour will be of ten (10) hours duration. A session - one of the two parts into which a tour is divided - shall not be less than three (3) hours. One fifteen (15) minutes relief period shall be assigned or allowed as near to the midpoint of each session as practicable. Utilizing a four-day work week will not change weekend or holiday rotation.

For employees on a ten (10) hour work day, all work performed over ten (10) hours in any one day, or over forty (40) hours in any one week, shall be paid for at the employee's overtime rate of one and one-half (1 1/2) times the employee's regular rate, provided the employee works the remainder of the scheduled work week, unless the Company authorizes otherwise.

3. Evening and Night Differentials

For four-day work week employees, the payment of evening and night differentials shall be based upon work hours which fall wholly or partly between 7:00 PM and 6:00 AM.

4. Holidays

For four-day work week employees, the schedule for weeks containing a core or personal holiday will revert to a normal five day schedule with the employee either scheduled and excused or scheduled to work on the holiday.

5. Vacations

For vacation purposes, those employees assigned a four-day work week will be reassigned to a five-day work week and treated in accordance with Article 9 of the Labor Agreement.

6. Absences Excused with Pay

All leaves of absence (union activity time, jury duty, funeral leave) paid or unpaid, will be made on the basis of a five-day work week.

7. Reverting to a Five-Day Schedule

It is recognized that various conditions, other than those specifically addressed in this Article, may necessitate the temporary reverting of four-day work week employees to five-day schedules (e.g. formal schools, temporary transfers, other employees in work group on vacation, other employees in work group on Short Term Disability, Workers' Compensation, jury duty).

ARTICLE 36
REIMBURSEMENT OF RELOCATION EXPENSES

36.01 Effective May 16, 1997, regular, full-time bargaining unit employees shall be eligible for reimbursement of relocation expenses incurred as the result of approved transfers to a new work location that is at least 50 miles further (one way) from his/her old residence than the old residence was from his/her former place of work.

36.02 Relocation expenses shall be in a lump sum payment of $5,000.

36.03 If the spouse of a transferring employee also is a **Brightspeed** employee, the spouse shall not be eligible for reimbursement of relocation expenses.

ARTICLE 37
SEVERANCE PLAN

37.01 The Company will grant severance pay to regular employees who are laid off under the provisions of Article 24, at their straight time hourly rate, at a rate of one (1) week per year of continuous service to a maximum of **50** weeks not to exceed **$65,000** in total payment.

37.02 Employees will receive severance pay at the time of service termination. Such severance pay shall be in addition to earned pay and vacation pay to which the employee may be eligible and without regard to unemployment benefits. Such severance pay shall begin within one (1) month of layoff and shall be payable for the eligible number of weeks indicated in paragraph A. above, at regular pay roll periods, until paid in full or the employee is recalled by the Company or rehired by a **Brightspeed** System Company, whichever occurs first. At the Company's discretion, severance pay may be paid in a lump sum.

37.03 Employees who have once received severance pay, and have later been re-employed or recalled, must complete one (l) full year of employment before being eligible for severance pay for a subsequent layoff, and the amount of such severance pay shall be based on the period of employment between the date of the employee's most recent re-employment or recall and the subsequent layoff.

ARTICLE 38
HEALTH AND WELFARE

38.01 Effective June 2, 2012 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.

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

38.03 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.

38.04 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.

38.05 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. The Company shall provide notice to the Union before making any changes to the Health and Welfare plan(s).

38.06 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

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

38.08 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.

38.09 In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agents for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agents at any time provided sufficient notice is given.

The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

Important Note: This program is not a Company-sponsored N 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. Lumen does not endorse and is not responsible for any of the products, services or practices promoted on the voluntary benefit website. Access to this website is provided at no cost to you, and Lumen does not endorse and is not responsible for

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

ARTICLE 39
INCENTIVE RECOGNITION

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

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

ARTICLE 40
WORK AND SAFETY POLICIES AND RULES

40.01 The Company may from time to time establish, change and/or withdraw work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal appearance and dress (including any uniform apparel), performance evaluations, conflicts of interest, visitors, outside employment, smoking, personnel files

and records, confidentiality and confidential information, alcohol and drugs (including testing), use of vehicles on Company business, and reimbursement for business related expenses.

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

ARTICLE 41
CONTRACT PRINTING

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.

Brightspeed of Virginia, LLC



Jeff Mitchell
VP Field Ops

Communications Workers of America, Local Union 2204



Richard Hatch
CWA Representative



John Sabat
Director
Labor Relations



Chuck Simpson
President
Local Union No. 2204

Company Negotiating Committee:

Joe Basile
Jason B Price

Union Negotiating Committee

Richard Hatch
Chuck Simpson
Bobby Wethington

Brightspeed

WAGE SCHEDULE - CWA 2204 - Martinsville, VA

EFFECTIVE: 6/14/24

WAGE SCHEDULE

STEP	311	312
Start	$15.27	$15.44
6 Months	$16.69	$16.90
12 Months	$18.27	$18.50
18 Months	$19.93	$20.21
24 Months	$21.83	$22.11
30 Months	$23.86	$24.14
36 Months	$26.09	$26.40
42 Months	$28.48	$28.85
48 Months	$31.11	$31.55
54 Months	$34.03	$34.50

Group 311		Customer Svc Tech, Network Tech, Equipment Installer
Group 312		Network Tech II

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

Brightspeed

WAGE SCHEDULE - CWA 2204 - Martinsville, VA

June 2, 2025

WAGE SCHEDULE

STEP	311	312
Start	$15.73	$15.90
6 Months	$17.19	$17.41
12 Months	$18.82	$19.06
18 Months	$20.53	$20.82
24 Months	$22.48	$22.77
30 Months	$24.58	$24.86
36 Months	$26.87	$27.19
42 Months	$29.33	$29.72
48 Months	$32.04	$32.50
54 Months	$35.05	$35.54

Group 311		Customer Svc Tech, Network Tech, Equipment Installer
Group 312		Network Tech II

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

Brightspeed

WAGE SCHEDULE - CWA 2204 - Martinsville, VA

June 2, 2026

WAGE SCHEDULE

STEP	311	312
Start	$16.20	$16.38
6 Months	$17.71	$17.93
12 Months	$19.38	$19.63
18 Months	$21.15	$21.44
24 Months	$23.15	$23.45
30 Months	$25.32	$25.61
36 Months	$27.68	$28.01
42 Months	$30.21	$30.61
48 Months	$33.00	$33.48
54 Months	$36.10	$36.61

Group 311		Customer Svc Tech, Network Tech, Equipment Installer
Group 312		Network Tech II

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

Brightspeed

WAGE SCHEDULE - CWA 2204 - Martinsville, VA

June 2, 2027

WAGE SCHEDULE

STEP	311	312
Start	$16.69	$16.87
6 Months	$18.24	$18.47
12 Months	$19.96	$20.22
18 Months	$21.78	$22.08
24 Months	$23.84	$24.15
30 Months	$26.08	$26.38
36 Months	$28.51	$28.85
42 Months	$31.12	$31.53
48 Months	$33.99	$34.48
54 Months	$37.18	$37.71

Group 311		Customer Svc Tech, Network Tech, Equipment Installer
Group 312		Network Tech II

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

Brightspeed

WAGE SCHEDULE - CWA 2204 - Martinsville, VA

June 2, 2028

WAGE SCHEDULE

STEP	311	312
Start	$17.19	$17.38
6 Months	$18.79	$19.02
12 Months	$20.56	$20.83
18 Months	$22.43	$22.74
24 Months	$24.56	$24.87
30 Months	$26.86	$27.17
36 Months	$29.37	$29.72
42 Months	$32.05	$32.48
48 Months	$35.01	$35.51
54 Months	$38.30	$38.84

Group 311		Customer Svc Tech, Network Tech, Equipment Installer
Group 312		Network Tech II

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

EXHIBIT B

Brightspeed 401(k) Saving Plan

The Company has adopted the **Brightspeed** 401(k) Savings Plan (the "Plan") and agrees to include employees covered by this Agreement as members of such Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Agreement and to make Company contributions thereto. Said Savings Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include **Brightspeed** Corporation) retains the right to make such changes in the 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 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 Plan, or to administer said Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the Plan shall apply to all similarly situated employees of the Company in a uniform manner.

Section 1. **Brightspeed** 401(k) Saving 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 **Savings** (the "Plan"). Employee and Company contributions to said Plan are specified in this Agreement. All terms defined in the Plan shall have the meaning specified therein unless the context of this Savings Plan Agreement clearly indicates otherwise.

Participation shall be in accordance with Article 2, Participation, of the Plan.

Section 2. Employee Contributions.

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

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

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

Section 3. Company Contributions.

(a) For employees hired, re-hired, or who become covered under the CWA 2204 Agreement through any means before July 1, 2016, the Company will 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.

(b) For employees hired, re-hired, or who become covered under the CWA 2204 Agreement through any means on or after July 1, 2016, the Company will contribute a Company Matching Contribution in accordance with the same matching contribution formula provided for Non Bargaining Employees in the Plan as soon as administratively feasible.

Section 4. Automatic Enrollment

Employees hired or re-hired into the bargaining unit on or after June 2, 2021, shall automatically be enrolled in the Plan in accordance with the terms of the Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the Plan and its administration procedures. Automatic enrollment will be implemented as soon as administratively feasible upon contract ratification.

EXHIBIT C

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

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

Section 1. Embarq Pension Component of the Brightspeed Pension Plan

The Company agrees to provide to Members, who are Eligible Employees as defined by the Embarq Pension Component of the **Brightspeed** Pension Plan referred to herein as (the "Retirement Pension Plan"), pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective **June 2, 2024** subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan, including Appendix MM, shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

Except as provided in Section 3 below, a Member shall mean an employee of Central Telephone Company of Virginia represented by Local Union No. 2204 of the Communications Workers of America who is eligible to participate in the Retirement Pension Plan pursuant to Article II of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Sections 3.1, Retirement Allowance General, 3.2, Retirement Allowance on Termination

of Employment or Retirement, and 3.3, Retirement Allowance Upon Permanent Disability, 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 the provisions of Article IX, Definitions; and Paragraphs I, Continuous Service; and J, Credited Service respectively, of Appendix MM of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the Pension Bands 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 of such a date subsequent Pension Agreement between Central Telephone Company of Virginia and the Local Union No. 2204 of the Communications Workers of America is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a Pension Band increase. No Credited Service shall be earned following such date. Continuous Service shall continue to be earned in accordance with Article IX, Paragraph I. of Appendix MM of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

Section 2. Eligibility for Benefits

(a) Effective May 16, 1999, the benefit accrued by a Centel Union Employee covered by this Agreement shall be frozen with regard to determining the benefit ultimately payable under Article VII, Paragraph C., Centel Special Early Retirement of Appendix MM of the Retirement Pension Plan (the "60/30 Provision") in the manner described in Section 2(b). The 60/30 Provision shall not apply to any Centel Union Employee who has no Continuous Service under the Retirement Pension Plan on or before May 16,1999.

(b) For each Centel Union Employee covered by this Agreement as of May 16, 1999, the Retirement Allowance of such Centel Union Employee who has a Termination of Employment prior to his/her attainment of age 65 and on or after the attainment of age 60 and 30 or more years of Continuous Service, shall be greater of:

1. The benefit accrued as of May 16, 1999, as if such Centel Union Employee had a Termination of Employment as of that date under the 60/30 Provision, i.e., the accrued benefit shall not be reduced for early retirement, or

2. The benefit accrued as of the date the Centel Union Employee actually terminates employment reduced by the early retirement factors in effect at that time.

(c) Effective May 16, 1999, the Special Early Retirement Allowance, as defined in Section 1.43 of the Retirement Pension Plan, and the Special Early Retirement Date, as defined in Section 1.44 of the Retirement Pension Plan shall be extended to a Centel Union Employee. The determination of a benefit under the Special Early Retirement Allowance shall be made in accordance with Section 7.5(b) of the Retirement Pension Plan.

Section 3. Hired, Rehired, or Transferred Employees On or After July 1, 2016 into CWA 2204

Any Employee who is first hired by the Company into CWA 2204 on or after July 1, 2016 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into CWA 2204 on or after July 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by CWA 2204 on or after July 1, 2016 to the extent he/she was not given a distribution of his/her entire prior Vested Interest prior to being rehired or recalled. Service on or after July 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of

Retirement Allowance earned prior to being rehired or recalled (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

Any Legacy Embarq Employee who first becomes covered under the CWA 2204 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 2204 Agreement) on or after July 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA 2204 Agreement on or after July 1, 2016, to the extent he/she was not given a distribution of his/her entire prior Vested Interest prior to being covered under the CWA 2204 Agreement. Service on or after July 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the CWA 2204 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 2204 Agreement) or rehired or recalled into CWA 2204 on or after July 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after July 1, 2016 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later becomes covered under another union that allows benefit accruals under the Retirement Pension Plan, service earned with CWA 2204 prior to the subsequent move from CWA 2204 will not be used to determine the Retirement Allowance in the Retirement Pension Plan but such service will be considered for purposes of eligibility, participation and vesting.

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

(1) Any employee of Embarq prior to July 1, 2009,

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

Section 4. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by CWA 2204, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 2204 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.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Pension Plan to provide a lump sum benefit payment option is within **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.

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.

Schedule of Pension Bands
Central Telephone Company of Virginia
Communications Workers of America, Local 2204

BAND 3

Schedule 8 (311): Customer Svc Tech, Network Tech, Equipment Installer

BAND 4

Schedule 9 (312): Network Tech II

Schedule of Retirement Incomes
Central Telephone Company of Virginia
Communications Workers of America, Local 2204

Method A: Current Centel Method
Average salaries for each schedule or group are developed on the basis of employees who are age 55 & older. The average band salary is not a weighted average of the groups within the band. The pension band amount for year 1 is based on a 5-year average salary, with the amount for years 2 and 3 equal to the year 1 amount times the proposed salary increases.

Age 65 Benefit Amounts	
Band	**6/2/2016 to 6/1/2029**
3	$64.44
4	$65.72

Early Retirement Benefits

Employees who begin receiving benefits after attaining age 55 but prior to age 65 will have their normal monthly retirement benefit (which equals the applicable age 65 band amount multiplied by years of credited service) reduced in accordance with the following early retirement factors:

*Early Retirement
*Age adjustment

At Commencement Of Benefits	Factors (5% Per Year From Age 65)
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

*Factors will be incrementally increased for each full month an employee's age at early commencement of benefits exceeds the early retirement ages shown above.

EXHIBIT D

NETWORK TECH II

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

Effective the first day of the pay period closest to the ratification of the agreement, the employee(s) currently in the Business Service Tech job title will be moved to the Network Tech II job title. If additional Network Tech II positions are needed, the Company will seek volunteers from the current Network Techs to become certified and moved into the Network Tech II title prior to posting the position.

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

New employees hired into the Network Tech II job title will have twelve (12) months to obtain the required minimum certifications. If an employee does not obtain the required minimum certifications, his/her employment will be terminated.

An internal candidate who is awarded a Network Tech II position will have twelve (12) months to obtain the required minimum certifications. If an internal candidate is not able to obtain the required minimum certifications or is not able to maintain the required minimum certifications, the employee will have their job title and pay rate changed to a Network Tech.

Time for formal training and the cost associated with the training, certification, and re-certification will be covered by the Company. The Company will make available all training schedules including dates, times, and locations

Memorandum of Understanding
Between
Central Telephone Company of Virginia
And
Communications Workers of America

JOB TITLES

It is understood that where job titles are removed from the current agreement, if the Company re-populates such job duties such titles and wage rates will continue to be in effect.

This agreement shall continue to be in effect until the expiration date of this General Agreement, unless amended by mutual consent of the parties.

Central Telephone Company of Virginia

Amy D Rehberg
Labor Relations Negotiator

Communications Workers of America, Local 2204

Richard Hatch
CWA Staff Representative

CWA2204
Virginia
2024 BARGAINING
Memorandum of Agreement
Overtime

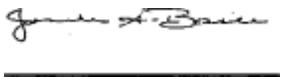
Both the Union and the Company understand the benefits of letting technicians volunteer for overtime jobs before requiring them to work overtime. The Company will decide whether to permit volunteer overtime based on its anticipated workload schedule. Before requiring unscheduled weekend work, the Company 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.

Joseph A. Basile
Labor Relations Negotiator
Date: 5-29-24

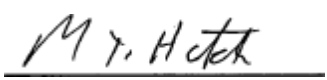
Richard Hatch
CWA Staff Representative
Date: 5-29-24

Memorandum of Understanding – Training

The Company and the Union recognize that it is in the best interests of both parties to prioritize and to maintain a stable, well-trained workforce. The Company agrees to provide training to employees and employees will be given the opportunity to acquire the necessary knowledge and skill to receive such training to be able to successfully perform their job; to include fiber splicing, fault locating and all other such skills to be able to maintain and service the network. This will not restrict the Company's right to continue to utilize Article 20, Section 20.01 Jurisdiction of Work.



Joseph A. Basile
Labor Relations Negotiator
Date: 5-30-24



Richard Hatch
CWA Staff Representative
Date: 5-30-24

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