2024 - 2029
AGREEMENT

BRIGHTSPEED OF KANSAS, INC
BRIGHTSPEED OF WEST MISSOURI, INC.

AND THE

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 6372

EFFECTIVE: FEBRUARY 1**, 2024**
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AGREEMENT

This Agreement entered into on this **1st day of February 2024** between **Brightspeed of Kansas, Inc.** and **Brightspeed of West Missouri, Inc.**, its successors and assigns, herein after referred to as the "Company", and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union".

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

ARTICLE 1
UNION RECOGNITION

Pursuant to certification and direction of the National Labor Relations Board the Company recognizes the Union as the sole collective bargaining agent for hours, wages, and other conditions of employment for all non-supervisory employees, except for: management, administrative, professional, general office, guards, janitors, watchmen, officials and confidential employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2
COMPANY-UNION RELATIONS

Section 2.1 – Management Rights

It is agreed that the Company has all the customary rights of management and that managing and directing the business and work force will include all areas not specifically limited by a provision of this Agreement. These rights of the Company will include, but are not limited to: direct and supervise the Company's operations, establish safety rules, hire, decide the number of employees necessary at any given time or place and to assign and distribute overtime.

Section 2.2 – Work and Safety Policies and Rules

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

appropriate 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. The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are unreasonable or inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than forty-five (45) calendar days after its effective date.

Section 2.3 – Service Interruption

(a) During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management. However nothing in this Section shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

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

(c) In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee engaging in any activity in violation of Section 2.3(a) may be subject to immediate disciplinary action, up to and including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

(d) Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

Section 2.4 – Non-Discrimination

The Company and Union agree they will not discriminate against any employee because of race, color, religion, sex, national origin, veteran status or disabled status; and will abide by the Federal Age Discrimination Act of 1967, as amended and will take all action necessary to comply with the Americans with Disabilities Act.

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 and the contract provides for a greater level of benefits, as required under the FMLA, the provisions of the contract shall prevail. In no instances shall the contract diminish any rights guaranteed under the Act. The Company shall have final discretion with regards to those options where the employer is provided with discretion under the FMLA.

Section 2.5 – Union Security

(a) Union Shop – (Applicable to Missouri only). It is agreed that all employees in the bargaining unit shall remain or become, by making application for membership in the Union within thirty-one (31) days following the beginning of such employment, members of the Union in good standing during the life of this Agreement. This subsection shall apply only where lawful under state law.

(b) Admission to Membership – (Applicable to Kansas and Missouri). The Union agrees that it will admit to membership in the Union all present employees and all future employees hired or rehired by the Company who, under the terms of this Agreement, are represented by the Union and who maintain their membership in good standing by the payment of periodic dues and initiation fees.

1. The Company agrees not to coerce, or interfere with any employee for the object of restraining membership in the Union, and agrees not to discriminate in any way against an employee by virtue of membership therein; and agrees in all other respects to observe the guarantees vouchsafed the Union and the members thereof by the National Labor Relations Act. The Union likewise agrees not to exert any coercion or intimidation on any employee

because of non-membership in the Union, or for the purpose of including membership therein.

(c) Check Off - For the duration of the Agreement the Company agrees to deduct from the first pay of each month of every employee covered by this Agreement who properly authorized the Company in writing to do so their regular periodic Union membership dues and promptly remit same to the Union. Such deductions will be made by the Company without cost to the Union. Such consent shall be in writing upon a form designated "Payroll Deduction Authorization", and such forms shall be furnished by the Union. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay.

The Company's obligations under Article 2, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). Upon expiration of the labor agreement with thirty (30) days written notice from the Company's bargaining agent to the CWA Representative of the Company's intent, the Company may discontinue the payroll dues deductions, without negotiation until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation. Discontinuance of payroll deduction of union dues shall take effect the first payroll period following the thirty (30) days notice.

(d) For the duration of the Agreement the Company agrees to furnish the Union an address listing of those employees who have identified themselves as Union members through the execution of a "Payroll Deduction Authorization" as specified in paragraph (c) above as of January 1 and July 1, of each year. It is further understood and agreed that the Union will reimburse the Company at a rate of $45.00 per request for each request in excess of two (2) per calendar year per company.

Section 2.6 – Union Rights and Responsibility

(a) The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments, on Company work time; provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further that this shall

not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

(b) The Company agrees that the activities described in Section 2.6(a) of this Article may be conducted on the Company property on free time of Union members who are employees of the Company as long as such activities do not interfere with the efficiency of the employees who are thus addressed.

(c) The Company declares that it will pursue the firm policy of not aiding or supporting in any manner whatsoever any employee or group of employees for the purpose of undermining the Union. The Union agrees not to coerce or intimidate employees into membership or to engage in any Union activity on Company time or property except as herein permitted.

(d) The Company shall not give financial aid or otherwise support any labor organization. This, however, shall not prevent both parties to this Agreement from cooperating and exchanging such information essential for the furtherance of agreeable relations. On any matter which has been negotiated between the Company and the Union, the Company will notify the Union before it notifies its organization.

(e) The Company recognizes the claim of the Union to jurisdiction over telephone work in territory served by the Company and covered by this Agreement. It is understood that the Company will not be asked to act upon any question regarding jurisdiction between labor organizations and that it shall be the duty of the Union to settle such controversies without work stoppages if possible.

(f) At the sole discretion of management, bargaining unit employees may be required to work at other Company locations outside the bargaining unit. Management agrees to allow bargaining unit employees the option to return to their normal work location after (30) calendar days. Similarly, employees assigned to other Company work locations outside the 6372 jurisdiction may be required to perform bargaining unit work. The use of this provision will not be the cause of a reduction of current employees.

Should the Company determine a need to utilize employees from outside the 6372 jurisdiction to perform bargaining unit work on scheduled/mandatory overtime or call-out after hours, it will do so only after exhausting the bargaining unit seniority list of employees in the work group that have the necessary qualifications/certifications and would normally perform the work, without obtaining enough

volunteers. The Company will not include employees from outside the 6372 jurisdiction on the work schedules furnished to CWA 6372 in accordance with Section 11.5 of the Agreement.

When bargaining unit employees are physically 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.**

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

(h) The Company agrees that it will not contract out any work covered by this Agreement, if, as a result thereof, it would become necessary to lay off, or reduce regular work hours to less than 30 per week, or to reduce any work hours as provided in Article 5.2 (b), or to reduce the rate of pay of any employee, within the affected job title and the work area (as defined in Appendix 5) and an additional 50 driving miles from the impacted work location within the state.

(i) The foregoing prohibition shall not apply to the consolidation or transfer of work to other **Brightspeed** work groups. In such cases the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

(j) No management personnel may do any productive work normally performed by any employee included in the bargaining unit covered by this Agreement if such employee is idle and available, except in emergencies until proper employees can be secured or incidental to the training of employees.

Section 2.7 – Bulletin Boards

(a) Bulletin boards for the exclusive use of the Union shall be provided by the Company in all locations where employees normally report for work. Such bulletin boards shall be placed in locations mutually agreed to by both parties.

(b) The Union's use of these bulletin boards shall be intended for notices of Union meetings, Union appointments, nominations and election of Union officers, social, educational or recreational affairs of the Union; and such other notices as may be mutually agreed upon in advance between the Company and Union.

(c) No material shall be posted on these Union bulletin boards unless it is approved by an officer of the Local Union. The Union agrees to keep all materials posted neat in appearance at all times.

Section 2.8 – 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.

ARTICLE 3
WELFARE

Section 3.1 – Voluntary Termination

If, during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer voluntary termination, in seniority order, to employees. The Company may offer voluntary termination to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.

Employees accepting an offer of voluntary termination will have the payment calculated in accordance with Section 3.5 of this Agreement up to a maximum of 32 weeks or $38,000 (whichever is less) and will receive all other entitlements due them.

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

The Company will make every effort to provide at least two days advance notice in writing to the Union of any offers and enhancements.

Section 3.2 – Work Places

The Company shall make every reasonable effort to furnish at all times a healthful, sufficiently ventilated, properly heated and well lighted space for the performance of all work and a safe and convenient place for the employee's clothes and personal belongings during work hours. Healthful sanitary conditions shall be provided.

Section 3.3 – Protection of Health and Welfare

No employee shall be required to work under any condition which is unsafe and injurious to health or welfare.

Section 3.4 – Health and Welfare

Effective February 1, 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.

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).

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

The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to all eligible employees, both bargaining unit and non-bargaining unit employees. The Company further agrees to provide the union a minimum of 30 days notice before making changes to the plan.

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

Section 3.5 – Termination Pay

(a) Bargaining Unit employees terminated due to discontinuance of a (1) commercial business office or (2) plant operation and who cannot accept a transfer involving relocation and who are not eligible for the Voluntary Termination shall be entitled to receive a termination allowance as follows: One (1) week's pay for each completed year of net credited service from two (2) to seven (7) years, inclusive; plus two (2) week's basic pay for each completed year of net credited service from eight (8) to eleven (11) years, inclusive; plus three (3) week's basic pay for each completed year of net credited service for twelve (12) years and over.

However, in no case shall a termination allowance exceed 58 weeks pay or $55,000 (whichever is less) computed at an employees basic weekly rate of pay.

Employees who are eligible for an immediate pension and who cannot accept a transfer shall be entitled to receive such pension or a termination allowance.

(b) An employee who has once been paid a termination allowance in accordance with the above schedule, who has been rehired and again terminated, shall receive payments computed on the basis of the employee's total net credited service less the payment previously received.

(c) If an employee who has received a termination allowance is rehired and the number of weeks since the date of the employee's termination is less than the number of weeks upon which the payment was based,

the amount paid to the employee for the excess number of weeks shall be considered as an advance by the Company and shall be repaid to the Company by Payroll deductions at the rate of not less than ten (10%) percent of the employee's earnings.

Section 3.6 – Bridging of Service

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

Bridging of service shall only be for purposes of vacation, short term disability, severance allowances and other service related benefits. Bridging of service for qualified retirement and 401(k) purposes will be governed by the respective Plan documents. Official **Brightspeed** records shall be used for the verification of all prior service.

Bridging of service will be administered in accordance with Company policy. The Company reserves the right to amend or modify the policy in accordance with Article 2, Section 2.2.

Section 3.7 – Adoption Assistance

Effective February 1, 2003, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees, subject to this Agreement, of **Brightspeed of Kansas, Inc.** and **Brightspeed of West Missouri, Inc.** represented by Local 6372 of the Communications Workers of America AFL-CIO in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company.

The Company reserves the right to modify or terminate the Adoption Assistance Plan at any time so long as the changes are uniformly applied to all eligible employees.

Section 3.8 – Telephone Concession

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

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

equivalent to the service that is provided to non-bargaining employees at the same location.

Section 3.9 – Voluntary Benefits

Effective January 29, 2006, and continuing for the life of this Agreement, the Company agrees, subject to the limitation described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverage, Legal Services and Critical Illness Insurance. It is understood that employees will be responsible for the entire cost for each component of the Voluntary Benefits Program. At its sole discretion, the Company may permit employees to have the required costs withheld through payroll deduction.

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agent(s) for the various components of the Voluntary Benefits Program. The Company may change the insurance carrier(s) and/or the agent(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one 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.

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

participation. There are no commissions or incentives paid to **Brightspeed** as a result of the products or services they may choose to purchase.

ARTICLE 4
EMPLOYMENT

Section 4.1 – Full Employment Before Hiring New Workers

The Company agrees that it will not employ new workers until such time as present full-time employees have been offered forty (40) or more hours of work per week or until all available and qualified employees on layoff have been given an opportunity to fill the vacancies in accordance with Article 5, Section 5.7.

Section 4.2 – Notice of Hiring

The Company shall, within 72 hours after a new employee eligible to membership in the Union is engaged or an eligible laid off employee is reemployed or reinstated, notify the Union thereof, and give to the Union information as to the name, department and home address of each such employee.

Section 4.3 – Probationary Employees

All new employees shall serve a probationary period of six (6) months before they can become permanent employees. During the probationary period of employment, the Company may, at its discretion, discharge or dispense with the services of such employee. If an employee satisfactorily completes the probationary period, his or her rights under this Agreement shall be governed by the date of employment. However, the Union shall retain the full right to represent such probationary employees for any claims of personal prejudice or claims of discrimination for Union activity in connection with the lay-off or discharge of such probationary employees. The probationary employee will receive a letter that states the reason for his/her termination.

Section 4.4 – Part-Time Employees

Part-time employees are employees who work less than thirty (30) hours in an established regular work week. Part-time employees shall accrue service credits for wage progression, vacation pay and holiday pay on a pro rata basis.

ARTICLE 5
LAYOFF, REHIRING, WORK SHARING

Section 5.1 – Layoff Notice

Whenever possible, the Company shall give to the Union and employees affected two weeks notice of all proposed layoffs.

Section 5.2 – Layoff and Rehiring Procedure

In the event there is lack of work in any job title in any work location for employees covered by this Agreement, the Company shall decide the necessity for and the extent of the force adjustment, and the following shall be the layoff and rehiring procedure, subject to provisions set forth in other Sections of this Agreement:

(a) If the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Voluntary Termination benefits under the terms and conditions as described in Article 3, Section 3.1.

(b) It may be jointly determined by the Company and the Union that those employees remaining shall remain at work until there is insufficient work to be provided them with a work week of a minimum of thirty-two (32) hours.

(c) Transfers to Avoid Layoffs.

1. The Company shall make every reasonable effort to avoid laying off employees by first offering transfers, in seniority order, to fill existing job vacancies provided the following conditions exist:

    a. The job vacancy is not in a higher wage group.

    b. The displaced employee has the skill and ability to perform the vacant job with a minimum of on the job training and familiarization. If formal classroom training is required, the displaced employee does not have the necessary skill and ability to perform the job.

2. A job vacancy is defined as one that has been posted or about to be posted and an award has not been made. During a layoff period, Section 5.2 (c) of this Article supersedes and causes

Section 7.1 through Section 7.5 of Article 7 to be inoperative. The terms and conditions of Article 7, however, shall remain operative if the job vacancy is in a higher wage group than that of the employee(s) to be laid off.

Section 5.3 – Layoff Procedure

(a) When a reduction in force is necessary, temporary, probationary and part-time employees at the affected location in the affected job title(s) (in the above order) shall be first laid off.

(b) Contractors in the impacted work area will be released in accordance with Article 2.6 (h).

(c) Should further reduction of force be necessary, in seniority order, employees who have been identified as surplus may exercise one of the following options:

1. Replace a contractor performing the same or similar work functions as defined in Appendix 2 as the impacted employee in another work area within the state, or exercise their bumping rights. The parties agree that the work functions of the Customer Service Tech and the Construction Tech are not considered similar work functions.

2. Exercise their bumping rights by bumping an employee with less seniority as follows:

   First option, the surplus employee, if qualified, may exercise his/her seniority to remain in the area as follows: (See Appendix 5 for exchanges included in three (3) Kansas areas for bumping purposes and in four (4) Missouri areas for bumping purposes).

   a. The surplus employee may bump the least senior employee in the same area in the same job title.

   b. If the surplus employee does not have sufficient seniority to bump in his/her job title, the surplus employee, if qualified, may bump the least senior employee, in the area, in the wage group.

   c. If the surplus employee does not have sufficient seniority or qualifications to bump in his/her wage group, the surplus employee, if qualified, may bump the least senior employee, in the area, in the next lower wage group.

Second option, the surplus employee, if qualified, may bump the least senior employee in the state in the following order: same job title, then same wage group, then next lower wage group.

Third option, the surplus employee, if qualified, may bump the least senior employee in the same job title within the Company.

3. An employee who is bumped shall be added to the surplus list in seniority order and such employee may replace a contractor or exercise bumping rights as specified in paragraphs (c) (1) and (2) above.

4. It is understood and agreed that an employee exercising a bumping right under any of the options above, must have the proven skill and ability to perform the new job and be able to satisfactorily demonstrate those skills to the Company with a minimum of on the job refresher training and familiarization (three (3) weeks or less). If formal classroom training is required to perform the work, the employee may not bump.

5. An employee whose job title is listed in Wage Group F may not bump an employee whose job title is listed in Wage Group G. It is also understood and agreed that an employee in the Customer Service Technician, Network Technician, or Business Service Technician job title may not bump an employee in the Construction Technician, Senior Lineworker, or Equipment Installer job title.

6. Employees are laid off when it is determined no bump rights are available.

7. The company will be prohibited from utilizing contractors or employees from other bargaining units in the impacted work area for a minimum of six (6) months from the time the employee is laid off or dislocated.

(d) In all situations associated with Reduction in Force in accordance with Article 5.3, the Company will pay moving expenses in accordance with Article 7, 7.3 Moving Expenses.

Section 5.4 – Layoffs of Union Representatives

Notwithstanding anything that may be contained herein, in the event of a layoff as described in this Article, the following officials of the Union,

during their term of office, shall be the last persons to be laid off in the affected job title and the first to be rehired.

(a) Local President
(b) Local Vice-Presidents
(c) Local Secretary-Treasurer
(d) Union Representative of each exchange or major work group. In the Customer Service Group this shall mean the District Steward.

Section 5.5 – Rate of Pay

When an employee exercises a transfer or bump right that results in a lower rated job title, the employee shall be paid the wage rate of the lower job title. The employee will be placed at a rate of pay in the new job title based upon the employee's progression step at the time of layoff.

Section 5.6 – Waiver of Bid and Transfer Frequency

When an employee exercises a transfer or bump right because of a reduction in force, the one (1) year waiting rule as described in Article VII, Section 7.5 is waived.

Section 5.7 – Recall After Layoffs

(a) Regular employees who are on a layoff status shall first be offered reemployment under the following conditions:

    1. Before new employees are hired provided the increase in available work is in the same job title, or in a lower wage group, which the laid off employee has the skill and ability to perform under the conditions described in Section 5.3(c) (5) above.

    2. Before the provisions of Article **7** are invoked provided the increase in available work is in the job title performed by the employee at the time of layoff, or in a lower wage group, which the laid off employee has the skill and ability to perform under the conditions described in Section 5.3 (c) (4) above.

(b) Employees on a layoff status shall be recalled in the order of their seniority, i.e., the most senior employee shall be the first employee called back, subject to other provisions of this Agreement.

(c) The Company shall notify laid off employees in writing, addressed to the last known address of the employee, to report back to work, and

shall provide a copy of such notice to the Union so that the Union can verify the order of seniority.

(d) If, within one week after the giving of such notice, the Union raises no question with respect to the recalling of any individual, such recall shall be deemed to be in order and no grievance or complaint may be raised with respect thereto.

Section 5.8 – Employee Response to Recall Notice

(a) Within three (3) working days of the date of the notice to return to work, the employee shall report his or her desire to return to work.

(b) Failure to give notice of intention within three (3) working days shall be regarded as quit without notice with consequent loss of all recall rights.

(c) Any such employee, presenting satisfactory reasons within three (3) working days from the date of the notice to return, shall lose his or her priority only to that vacancy for which called, if the failure to report is due to substantiated illness, injuries, or some cause beyond his or her control.

(d) If the Company is notified within the three (3) working day period he or she shall retain position on the seniority list for the next available opening.

(e) When an employee with seniority presents satisfactory reasons as outlined in paragraph (c) above, this shall not prevent employees next in seniority from being called back.

Section 5.9 – Recall Rights

Employee recall rights from the date of layoff shall be 18 months.

Section 5.10 – Refusal of Recall

(a) To lower rated job title. If an employee is recalled to work in a job title which is lower rated than that held by the employee when laid off, such employee may refuse the recall. Such refusal shall not affect his or her position on the seniority recall list.

(b) To other than full time work. If an employee is recalled to work which involves fewer hours than was being performed at the time of layoff,

such employee may refuse the offered work without affecting his or her positions on the recall list.

(c) To temporary full time work. If an employee is recalled to perform work for a temporary period of time, such employee may refuse the offered work without affecting his or her position on the recall list.

It is further understood and agreed that when temporary requirements cannot be filled by recall of employees on layoff status in the same job title, the Company shall exercise its right to employ contractors in accordance with Article 2, Section 2.6(h).

Section 5.11 – Seniority during Lay-Off

When employees are laid off in accordance with this Article, they shall accrue seniority as set forth under Article 15, Section 15.3 (a).

Section 5.12 – Vacation Pay

When employees are laid off in accordance with this Article, they shall be granted the vacation pay as set forth under Article 14, Section 14.2.

ARTICLE 6
DISCHARGE, DISCIPLINE, RESIGNATION

Section 6.1 – Discharge or Discipline

Immediate causes of discharge or discipline are offenses which have occurred or been discovered not more than six months before the date of removal from work or discipline, and no offense shall be regarded as an immediate cause of discharge or discipline unless acted upon within that period. While discharge or discipline must be directly related to an offense or offenses which have occurred within the time period just stated, consideration of any given case shall not necessarily be limited to the specific offense. The record of previous good service, or of previous offenses, if any, shall also be considered.

The sole purpose of placing a time limit upon action following any given offense is to provide a period of time during which an employee may clear the record of an immediate cause for discharge or discipline. It is not the intent of this provision to provide a time limit which operates to cancel the effect either of good service or of repeated offenses which interfere with the proper conduct of the business. When an employee has been issued formal disciplinary action (Written Warning, Final Written Warning or Discharge), the Local Union President shall be given written notice of such action.

Section 6.2 – Improper Discharge

In the event an employee shall be discharged from his or her employment from and after date hereof, and believes he or she has been unjustly dealt with, such discharge shall constitute a case coming under the method of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to his or her discharge, the Company shall reinstate such employee. The decision of the Arbitrator hearing the case shall establish the conditions under which the discharged employee shall be reinstated. All cases with respect to grievances in connection with such discharge shall be taken up within twenty-one (21) calendar days from the date of such discharge.

Section 6.3 - Absenteeism

Absenteeism or tardiness is recognized by both the Company and the Union as being harmful to the business. The Union shall assist the Company toward reducing absenteeism or excessive tardiness whenever the Company brings such tardiness or absenteeism to the attention of the Union. Repeated tardiness or absences from work on the part of an employee may make such employee subject to discipline.

ARTICLE 7
PROMOTIONS, TRANSFERS, AND DEMOTIONS

Section 7.1 – Posting of Job Bids

Except as provided in Article 5, Section 5.2 and Section 5.7, this section shall apply in the posting of all vacant jobs covered by this Agreement which are described as a promotion or a transfer.

(a) Job postings will be available on-line on the Company's internal website. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location(s) of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids.

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

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

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

1) Probationary and temporary employees;

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

3) Employees in formal corrective action;

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

Section 7.2 – Selection Process

The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate from any source as determined by the Company. Seniority will govern only in the event multiple internal candidates are determined to be most qualified by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

Section 7.3 – Moving Expenses

Effective February 1, 2003, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees, subject to this Agreement, of **Brightspeed of Kansas, Inc.** and **Brightspeed of West Missouri, Inc.**, represented by Local 6372 of the

Communications Workers of America AFL-CIO in the Relocation Program as it is applicable to non-represented employees of the Company.

The Company reserves the right to modify or terminate the Relocation Program at any time so long as the changes are uniformly applied to all eligible employees.

Section 7.4 – Notification of Bid Results

The Company will electronically (e-mail) notify the Local President within twenty-eight (28) calendar days after the position has been filled. If an award is made, the notice will give a tentative date the position will become effective. The pay change becomes effective on this date.

Section 7.5 – Bid and Transfer Frequency

Except as provided in Article 5, Section 5.2 and Section 5.7, all employees are prohibited from bidding or transferring out of a job for which they hired, bid or transferred into until one (1) year on the job has elapsed.

Section 7.6 – Relocation

Transfers are defined as movement from one exchange to another or from one job title to another job title in the same or lower wage group in another exchange. When the Company finds it necessary to affect a "transfer" of employees from one reporting location to another reporting location, it shall be done in the following steps:

(a) The Company shall first notify in writing all employees in the affected job title at the location involved and the Local Union as to the number of employees that are to be moved. Such notice shall be given at least sixty (60) calendar days prior to the move.

(b) The employees desiring to be transferred to the new location shall notify in writing, the immediate supervisor within thirty (30) calendar days of the notice of their acceptance or rejection of the transfer.

(c) If no employees desire to be moved, the least senior employee or employees of that job title shall be transferred.

(d) The Company may elect to discontinue the intended transfer at this step.

(e) The employee or employees to be transferred may exercise his/her seniority rights to remain in their area as follows:

1. The employee(s) to be transferred may bump the least senior employee in the same area in the same job title.

2. It is understood and agreed that an employee exercising a bump right has no choice of work locations. Rather, the employee must bump the least senior employee in that job title in that area.

(f) When the employee's reporting location is changed which requires a change in residence, the Company shall pay physical moving expenses in accordance with Article 7, Section 7.3. For Kansas employees only, if both employees require a change in residence, only one employee is entitled to Company paid moving expenses, with seniority being the determining factor.

(g) The job at the new location under this Section will be exempted from the normal job posting/bidding procedure.

(h) In the event the least senior employee is required to transfer to a new reporting location as a result of the Company's decision to adjust the work force in accordance with this section, the least senior employee shall have first right of acceptance for any future vacant positions in his job title (from which he was displaced) in his former exchange for a period not to exceed twenty-four (24) months from the effective date at the new reporting location.

(i) The employee shall be required to inform the Company of their intent to return to their former reporting location within fourteen days from the date of the job vacancy notice.

Section 7.7 – Probation and Pay Treatment for Promotions and Transfers

(a) Probation. An employee who is awarded a new job title will be placed on probation for six (6) months during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the duties of the new job title, the employee will be returned to his or her former job title, if available. If such job is no longer available, the Company will attempt to return the employee to another job title in the former wage group for which the employee is qualified. If no jobs are available in the former wage group, the Company will place the employee in a job title at a lower wage group than previously held for which the employee is qualified. If the original award involved

relocation, an attempt shall be made to absorb the employee at the new location.

(b) Promotion Pay. During the six (6) month probationary period in the new job title, the employee shall receive the appropriate wages in the new wage group.

(c) Transfer Pay. An employee transferred in accordance with the provisions of this Article shall be paid the wage rate for the wage group transferred to based upon the employee's progression step at the time of the transfer. An employee in progression will progress in the new wage group as he or she would have in his or her former wage group.

Section 7.8 – Changes in Job Duties

Employees may request assignment to jobs with preferential duties or hours of an equal or lower rate of pay within the same exchange. The Company will give consideration to these requests.

Section 7.9 - Demotions

Demotions to a lower paid job shall be made only in cases where an employee is not satisfactorily performing his or her present job. The employee will be placed at a rate of pay in the new job based upon the employee's progression step at the time of demotion, except that an employee being demoted during the probationary period of a job award shall be returned to that progression step equivalent to where the employee would have been had the award not occurred.

Section 7.10 – Apprenticeship Program

(a) It is the intent of the Company to establish an apprenticeship classification in order to offer advancement opportunities to employees with limited telephony experience and to insure a diversified workforce for the future. This classification will cover job titles listed under Wage Groups F and G.

(b) The Company shall have the option of posting an opening as an apprenticeship position when in the judgment of the Company, the vacancy can be filled by an employee with limited experience. All employees covered under this Labor Agreement shall be eligible to bid on job vacancies posted as Apprenticeships.

(c) Employees may apply for an apprenticeship position by sending an application to Human Resources Staffing Department within seven (7) days from the date of the job vacancy notice. This application shall state the employee's overall qualifications and experience for the position for which they are applying.

(d) Apprenticeship positions shall be awarded on the basis of current job performance, qualifications and seniority. Only those applicants whose current job performance is satisfactory will be eligible for consideration.

(e) Employee awarded an apprenticeship position shall be classified as such for a period of two (2) years for Wage Group F positions, and three (3) years for Wage Group G positions. During this apprenticeship period, the apprentice employee will be required to attend training classes at the discretion of the Company.

(f) At the conclusion of the apprenticeship period, the employee shall be considered as fully qualified and shall be awarded the appropriate title associated with the position the employee originally bid.

(g) An employee awarded an apprenticeship position resulting in a promotion shall be placed on the first progression step of the new job title which represents an increase over the employee's current wage rate. The employee shall be maintained at this progression step for twelve (12) months from the effective date of the award. The employee's progression date shall be changed to reflect the effective date of the award. At the completion of the first year of the program, the employee shall resume progression at six month intervals in the wage group. Employees with the job title of Network Technician or Equipment Installer being awarded an apprenticeship position in Wage Group F, shall retain their current progression level but shall be placed on the appropriate wage group for the apprenticeship position.

(h) Bid & Transfer Frequency

Employees who have bid and been awarded an apprenticeship position shall be restricted from bidding or transferring to another position for a period of two (2) years for Wage Group F positions and for three (3) years for Wage Group G positions.

(i) Probationary Period

An employee who is awarded an apprenticeship position will be placed on probation for two (2) years during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the

duties of the new job, Section 7.7(a) of this Article will become operative.

ARTICLE 8
ABSENCE TIME

Section 8.1 – Administrative/Personal Leave

An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with 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 Day hours, except for one week (40 hours), must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

Section 8.2 – Disability Leave

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

Section 8.3 – Family and Medical Leave (FMLA)

FMLA Compliance: It is the Company's and Union's intention that the leave policy set forth in this Article comply in all respects with the Family and Medical Leave Act and the **Brightspeed** Family and Medical Leave Policy.

Section 8.4 – Leaves for Union Representatives

Any employee appointed to any position with the Union shall be granted leaves of absence, if requested from the Company either for the duration of such appointment or for such periods as may be necessary in the performance of Union duties not to exceed a total of three (3) years. A leave of absence under this Section will be granted with the following conditions:

(a) Upon the granting of such leave of absence, the employee's seniority shall accumulate throughout the period of his or her leave of absence.

(b) Upon return from the leave, the employee shall be reemployed at his or her regular work or its equivalent, seniority permitting, and providing he or she is qualified for such work.

(c) The rate of pay upon return from leave shall be that rate on the wage schedule the employee would have reached if he or she had remained an active employee.

(d) All rights of an employee under a leave of absence granted under this Section shall terminate if the employee resigns his or her employment with the Company or accepts employment with a new or different employer prior to the expiration of the leave.

Section 8.5 - General Rules Governing Leaves

The following rules shall apply to all leaves:

1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company.

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 and in accordance with Article 2, Section 2.2.

Section 8.6 – Retention of Seniority and Service on Leave

Employees on approved leaves will continue to accrue seniority and service as provided in this Agreement.

Section 8.7 – Failure to Report from Leave

Failure to report to work within three days after the expiration of any leave of absence will be considered as a quit without notice, unless the employee has contacted the Company and been granted an extension of the leave.

Section 8.8 – Refusal of Leave

If the Company shall refuse an employee a leave of absence, the employee may then make use of the grievance procedure set forth in this Agreement.

Section 8.9 – Miscellaneous Paid Absences

(a) Death. In the case of death in the immediate family of an employee, absence with pay for scheduled time will be granted for the day of the death to, and including, the day after the funeral, not to exceed five (5) days. Additional time off without pay may be granted if necessary and requested. The term "immediate family" as used herein, is defined as mother, father, brother, sister, husband, wife, child, stepchild or step parents.

In the event of a death of an aunt, uncle, niece, nephew, grandparent, grandchild or in-law (including mother, father, son, daughter, brother, sister, and grandparents) and persons living in the same household of an employee, absence with pay for scheduled time will be granted for the day of the death, to, and including the day after the funeral not to exceed three (3) days. Additional time off without pay may be granted if necessary and requested.

(b) Jury Witness and Election Duty. Pay shall be allowed for necessary scheduled time absent on account of Election Duty, Jury Duty, or when subpoenaed as a Witness. Pay for witness duty shall not exceed eight hours in any calendar year at the basic wage rate. Prior notice will be given to Management.

(c) Military Duty. The Company will provide for Military Training Duty and Emergency Duty for regular employees (and temporary employees having six (6) months or more of continuous service since

date of engagement or reengagement, whichever is later) who are members of the National Guard, Air National Guard, Army Reserve, Air Force Reserve, Naval Reserve, Marine Corps Reserve or Coast Guard Reserve and are called for training or emergency duty during hours in which he or she otherwise would be scheduled Company duty, shall be excused or granted a leave of absence for such causes. Difference in pay shall be allowed for the number of scheduled work days falling within the periods of excused absence, but not to exceed the first fourteen (14) such days within the calendar year. However, total compensation, including all gross military compensation due employee and his dependents, shall not exceed the employee's basic pay.

(d) Payments for absences in (a), (b), and (c) will be at the basic rate of pay plus any applicable differentials. However, total compensation shall not exceed the employee's basic pay including applicable differentials.

ARTICLE 9
SHORT TERM DISABILITY

Section 9.1

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. Articles 16 and 17 apply to any dispute over an employee's qualification for STD benefits.

Vacation/Personal 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 hours before hours can be taken unpaid. If an employee does not have available Vacation/Personal

hours, those hours for which Vacation/Personal are not available shall be non-paid.

Section 9.2

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.

Section 9.3

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.

Section 9.4

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

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

(b) For employees hired, 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 year or >	26 weeks

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

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

Section 9.5

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.

ARTICLE 10
WORKERS' COMPENSATION BENEFITS

Section 10.1

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

Section 10.2

For employees hired, re-hired or transferred into this bargaining unit before January 1, 2020, the Company will provide an employee a salary continuation benefit (called Supplemental Workers' Compensation Pay or SWCP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2020, the Company will provide an employee a salary continuation benefit (called Supplemental Workers' Compensation Pay or SWCP) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

Effective January 1, 2023, for eligible employees that have 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 (8^{th}) 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**.**

Section 10.3

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

Section 10.4

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

ARTICLE 11
HOURS OF WORK

Section 11.1 – Work Week and Work Day

(a) The normal work week for the Regional Operations - Field Operations and Engineering and Construction shall be as follows:

1. Eight (8) hours of work shall constitute a regular day's work. Forty (40) hours of work, Sunday through Saturday inclusive, shall constitute a regular full time work week. The standard work week shall consist of five daily tours of eight (8) hours each between 6 a.m. and 7 p.m.

2. On hours scheduled outside the hours of the normal work day (6 a.m. to 7 p.m.) a differential of $2.50 will be paid for each hour ending after 7 p.m. Sessions of a tour will be consecutive, separated only by a lunch period. If an employee works a scheduled tour and also other time in the same day, the scheduled tour worked determines whether or not a differential is payable.

3. These regular tours ending after 7:00 p.m. shall be subject to bid openings within the local exchange group in the wage group. If no bids are received, the tours shall be assigned.

Section 11.2 – Scheduling Days By Seniority

The scheduling of work days and of non-work days shall be made on the basis of the preference of the senior employees within the job function(s) assignment, service requirements permitting.

Section 11.3 – Reporting For Work

Employees normally are assigned to a designated work location where the posted work schedule designates the daily and weekly hours of work. However, employees may be required to report for work at a job site, or at a point enroute to the job site. For those employees instructed to report at a job site or a point enroute, time spent in traveling between the designated work location and job site shall be counted as work time. When employees are staying in a motel or hotel away from the designated work location, their work hours begin at the job location and continue through until quitting time. Transportation to and from the motel and other locations being on their own time in a company vehicle or personal car with reimbursement for mileage.

Section 11.4 – Relief Periods

Each employee shall be assigned or permitted fifteen (15) minutes of relief during each session worked and these regular relief periods shall be in addition to relief periods of sufficient time to take care of the employee's needs. In those exchanges where only one employee is on duty, the relief period shall be taken in accordance with the demands of the service.

Section 11.5 – Work Schedules

(a) Work schedules for Regional Operations – Field Operations and Engineering and Construction employees shall be as follows:

1. Work schedules showing the days to be worked shall be furnished by Friday to be effective for the next two calendar weeks.

2 An employee may not change his/her day off in any work week unless Management has been given notice and service requirements permit.

3. Work schedules may be changed by the Company, with one week prior notice in order to meet service requirements.

Section 11.6 – Four-Ten Hour Work Day

(a) It is recognized that in certain work units or groups, it may be in the best interest of the business to establish a four (4) day schedule as a

normal work week. Four (4) ten (10) hour days will be understood to be consecutive, where possible, and apply within the hours of 6:00 a.m. to 7:00 p.m. Sick leave and vacation while working four (4) ten (10) hour days will be based on the amount of hours taken. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days.

(b) Four (4) ten (10) hour work days shall be on a voluntary basis, provided a sufficient number of employees within the applicable work group volunteer for the four (4) ten (10) hour work schedule. If there are not enough qualified volunteers to meet the requirements of the service, the schedules shall be assigned.

(c) No daily overtime payment as required in Article 12, Section 12.1 shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Continuous work over ten (10) hours in any work day will be paid at the applicable overtime rate. Night differential payment will be paid for hours worked before 6:00 a.m. and after 7:00 p.m.

(d) If an employee is required to work thirteen (13) or more consecutive hours in any one day while assigned to a four (4) day ten (10) hour work schedule, he or she shall receive a meal allowance of **$15.00**.

Section 11.7 – Adequate Rest

Employees working 14 or more hours during the 24 hour period immediately preceding the start of their next scheduled tour of duty will be entitled to an eight hour rest period before reporting to their next scheduled tour of duty. An employee who chooses not to report to work until his/her eight hour rest period has expired, shall be paid no more than two (2) hours base rate for those rest period hours which extend into the employees' next scheduled tour. All rest hours paid or non-paid which are a part of the next scheduled tour shall count towards the daily and/or weekly overtime build.

Should an employee be required to report back to work, and before eight (8) hours rest period has elapsed, the employee shall be paid one and one-half (1 ½) times the regular rate of pay for all hours worked until eight hours from the time the rest period began, but no less than a minimum of two (2) hours.

Section 11.8 – Home Garaging

Home Garaging will be administered in accordance with the Company policy. The Company reserves the right to amend the policy in accordance with Article 2, Section 2.2.

ARTICLE 12
OVERTIME AND OTHER PAYMENTS

It is recognized that due to the nature of our business and the necessity of providing continuous service, employees may be required to work overtime hours. When administratively feasible, management will endeavor to notify employees of the requirement to work same day mandatory overtime by no later than four hours before the anticipated need. Should there be a need to work mandatory overtime on an employee's unscheduled day, when administratively feasible, management will endeavor to notify the employee by noon on the scheduled workday prior the employee's unscheduled day off. Overtime shall not be worked unless it is first authorized by management or the employee's supervisor.

Section 12.1 – Overtime

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 a non-scheduled Sunday. (If Sunday is part of the regular posted schedule, then the first 8 hours are paid at the basic rate of pay).

(d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 12, Section 12.3

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 and personal day hours
- 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)

- Rest period hours paid or non-paid that are part of the next scheduled tour

- Paid union time off for joint meetings with the Company

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

- Bereavement, Jury Duty, Witness Duty, Election Duty, Short-term Disability (STD), Worker's Compensation, Military, Inclement Weather, unscheduled vacation/personal days, 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

Section 12.2 – Holiday Pay

(a) Employees scheduled to work on a holiday shall be paid, in addition to one (1) day's pay, at the rate of one and one-half (1 1/2) times the basic rate of pay for each hour so worked. Such tours are those which start after midnight of the preceding day, and before midnight on the holiday.

(b) Employees, except absentees, shall be paid at the regular basic rate of pay if excused from work on a holiday. An absentee is an employee who is absent the day before or the day after a holiday, or is absent on the holiday when scheduled, without the approval of the Supervisor prior to such absence.

(c) Employees required to work out-of-schedule on a holiday, in addition to one (1) day's pay, shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay for each hour so worked.

(d) When an employee is required to work on a non-scheduled Saturday and/or Sunday immediately preceding a Holiday observed on a Monday, or immediately following a Holiday observed on a Friday, he/she will be paid double time their base rate of pay for all hours worked.

Section 12.3 – Call-Out Minimum

It is recognized that due to the nature of our business and the necessity of providing continuous service, employees may be called upon to work call-out and overtime hours. Call-outs after hours are a normal part of the business and employees are generally expected to be available and accept call-outs. In order to meet this obligation employees must provide the Company with a can be reached number or utilize the Company-provided phone after hours. If employees are unable to return phone messages in a reasonable amount of time or do not answer, that will be considered unavailability for a call-out.

All call-out time for employees outside of the employee's regular scheduled working hours and not contiguous with scheduled time worked shall be paid the applicable rate of pay in accordance with the following:

Call-out pay shall be at the rate of 1 ½ times the base rate of pay. Employees called out will receive a minimum of two hours call-out pay for any call-out which requires an employee to physically report to a company directed work location. It is understood and agreed that any subsequent recall within the same time period for which the employee will be paid Call-Out Minimum shall not be treated as a second or third call-out. All time actually worked in excess of the first two (2) hours of the call-out rate shall be paid at 1 ½ times the base rate of pay.

If a supervisor or his authorized designee calls an employee during the employee's off duty hours to discuss a work problem, the employee shall be paid a minimum of one-half (1/2) hour at the rate of one and one-half (1 ½) times the basic rate of pay.

Section 12.4 – Regular Time Not Lost by Overtime

No employee shall be required to take regular time off for any overtime worked in a scheduled work week.

Section 12.5 – Overtime and Premium Pay for Other Than Full Time Employees

Employees classified other than regular full time employees are not entitled to out-of-schedule payments for other than changes to scheduled hours. However, they shall receive overtime pay for all hours worked in excess of forty (40) in any one week in accordance with Section 12.1 of this Article.

Section 12.6 – Meal/Board and Lodging Allowance

(a) If an employee is required to work eleven (11) or more consecutive hours in any one day he or she shall receive a meal allowance of **$15.00**. Meal Allowance will be paid through the Company expense reporting system.

(b) An employee when working away from his or her permanent location, **which requires an overnight stay,** at the convenience of the Company, shall continue at his or her regular location wage rate **unless, Article 2 Section 2.6 (f) for crossing jurisdictional boundaries applies**. He or she shall be entitled to receive a partial per diem for meals and personal laundry of **$45.00**. **Example: if you travel on a Monday and return to your reporting location on a Tuesday, you will receive a per diem for both days.** He or she shall also be entitled to receive Company paid lodging. However, upon approval of the Company, the employee may elect to commute to the job location. The first day travel to the job shall be by Company vehicle on Company time. Upon completion of the job the employee shall return to his or her permanent location by Company vehicle on Company time. When commuting, the employee shall provide his or her own transportation and, with the exception of the first day of travel to the job and the last day of travel upon completion of the job, travel shall be on his or her own time. The employee's election as to lodging or daily travel shall not affect the partial per diem as described above.

(c) Employees working out of town shall be permitted to return to such town for lunch only if they can return to such town and report back to the job in one (1) hour. If the employee cannot return to such town and report back on the job in one (1) hour, it shall be the responsibility of the employee to carry his or her own lunch. Prior agreement must be reached between the employee and the supervisor to take a thirty (30) minute lunch period.

Section 12.7 – Transportation

When an employee is authorized to drive his or her private vehicle on Company business, mileage reimbursement shall be according to the Business Expense Reimbursement Policy, **at the IRS non-taxable rate**. However, such reimbursement expenses may not exceed the cost the Company would have normally incurred had the employee traveled by the customary public transportation available to the employee.

Section 12.8 – Training School Assignments

Employees who incur travel and subsistence expenses due to a training assignment shall be reimbursed in accordance with this section of the Labor Agreement. Reimbursement is for certain normal and reasonable expenses incurred due to the necessity of being away from home overnight for the purpose of training. It is not intended to provide full reimbursement for all personal expenses incurred by the employee.

Section 12.9 – Employee Expenses

(a) For each day of training requiring an employee to stay overnight, a fixed per diem amount of reimbursement is set at **$45.00**. The per diem allowance is intended to provide reasonable reimbursement for meals and laundry. Employees authorized to commute will receive a fixed per diem of **$45.00** for each day of training and will be reimbursed for mileage for the trip to the training location on the first day of training and for the trip to return home on the last day of training. See Section 12.11 for employees enrolled in training programs for four (4) weeks or longer.

(b) Due to the location of the training site, it may become necessary to provide reimbursement based upon reasonable receipted actual expenses. With approval from the employee's supervisor these expenses shall be reimbursed in accordance with the Business Expense Reimbursement Policy.

(c) Reasonable receipted expenses incurred on travel days are reimbursed in accordance with the Business Expense Reimbursement Policy.

(d) When employees are required to attend training within the district away from their normal exchange area, noon meals will be reimbursed not to exceed **$10.00**.

(e) All other expenses, including lodging, rental cars, and telephone expenses, shall be reimbursed in accordance with the Business Expense Reimbursement Policy.

Section 12.10 – Travel To and From Training Location

(a) The actual cost, by the most suitable means of public transportation, is reimbursed in accordance with the Business Expense Reimbursement Policy. This would include public transportation to and from the training location, authorized intermittent return trips and local transportation while at the training location.

(b) An employee may be authorized to drive his/her private vehicle. The total reimbursable amount for travel time pay, mileage and other associated expenses, such as toll road fees, shall not exceed costs normally incurred when utilizing the mode of transportation designated by management. Personal vehicle mileage will be reimbursed **at the IRS non-taxable rate** and based on the most direct highway route.

(c) If a company vehicle is provided, enroute expenses not charged to the vehicle credit card system such as gas, oil, and emergency repairs or toll road fees are reimbursable.

(d) The employee is responsible for providing receipts in accordance with the Business Expense Reimbursement Policy.

(e) Normally, the employee is expected to actually drive (excluding the lunch period) no more than eight (8) hours each day. If the employee has not reached his/her reporting or home location after eight (8) hours, the employee is authorized up to an additional three (3) hours of paid driving time if the employee so elects. However, for safety reasons an eleven (11) hour work day is the maximum authorized.

(f) Employees released from training four (4) or more hours prior to their commercial carrier departure, are expected to make a reasonable effort to reschedule their departure arrangements permitting an earlier departure and return trip home.

(g) Paid work hours for travel to and from a training site shall be limited to the hours required to reach the site by Commercial Carrier. This shall include no more than one hour waiting time prior to any commercial carrier departure.

(h) Upon arrival at the employee's home or work location the employee is expected to report to his/her supervisor or work location to finish a normal work day. However, if this day is an overtime day, the employee's time would stop upon reaching his/her home location.

Section 12.11 - Traveling from Training Location to Home before Completion of Training Session

(a) Employees enrolled in training programs four weeks in length are reimbursed for the expenses of a return home visit on the second weekend, or with advance management approval, the spouse may visit the training location.

(b) Employees enrolled in training programs five or more weeks in length are reimbursed for the expenses of a return home visit every third weekend, or with advance management approval, the spouse may visit the training location.

(c) If the employee prefers to have the spouse visit the training location as an alternative to the return home visit, the travel expense for the spouse is reimbursable only when specifically approved in advance. Reimbursable transportation expenses for the spouse are the same as for the employee.

(d) All other trips to and from home or any other destination are at the employee's expense.

Section 12.12 – Expense Reports

The employee is responsible for reporting expenses and providing receipts in accordance with the Business Expense Reimbursement Policy.

Section 12.13 – Lodging

Lodging will be provided on a single room basis for each employee. Double room accommodations, if desired, may be arranged. Such arrangements should be requested through the employees' supervisor. The supervisor should note any special requests or requirements on the Employee Training Request.

Section 12.14 – Local Transportation at Training Center

(a) Company pool vehicles may be provided, when available, for local transportation and/or other arrangements may be made to transport students to and from the Training Center and the motel.

(b) Arrangements for local transportation should be made prior to attending out-company training sessions. This may require advance arrangements for rental vehicles. If approved, rental vehicles are to be economy, compact type vehicles. Management shall determine the need for local transportation depending on training location, length of course, and number of students attending.

Section 12.15 – Exceptions

On certain rare occasions an exception to the above provisions may appear to be necessary. No employee is permitted to make any exceptions without proper advance approval. Any exceptions that may involve additional

monetary reimbursement must be supported by receipts. Supervisors are cautioned not to make individual exceptions until proper authority, in accordance with Company accounting procedures, is obtained.

Section 12.16 – Standby

(a) Employees in each of the job titles listed in Appendix 1, in each Area, can be required to be on standby during the non-scheduled work hours. Standby employees must be available twenty-four (24) hours a day to respond to a call and for emergency work. During periods of standby the employee may, with management approval choose to use a vehicle for business purposes only, in which the vehicle must be kept at the employee's place of residence and parked off the public street when possible.

(b) The employee must be within 45 miles of his/her reporting location at all times while on standby. The employee must maintain telephone contact with the standby supervisor so that if a call-out is required, the supervisor is aware of the phone number to be used to contact the standby employee. Failure to meet this requirement may result in forfeiture of any standby compensation for hours over and above actual hours worked that day.

(c) Time paid for being on standby required under this section shall not be considered as work time for the computation of overtime. Standby pay shall be in addition to any compensation received for the actual call-out(s).

(d) An employee will be paid standby using 8-hour segments. Each day has a total of 3 segments possible, to equal 24 hours (midnight to 8am, 8am to 4pm, and 4pm to midnight). On a non-scheduled work day a maximum of 3 segments can be used (Examples – non-scheduled Saturday, non-scheduled Sunday, non-scheduled Company Holiday Monday thru Friday). On a scheduled work day only 2 segments can be charged (midnight to 8am and 4pm to midnight).

(e) Each segment is paid at $15.

(f) Day Standby Coverage (24-hour coverage, midnight to midnight) – 3 segments will be charged for this time period and paid at $45.

(g) Weeknight Standby Coverage (16-hour coverage, 4pm/end of scheduled tour through 8am) – 2 segments will be charged for this time period and paid at $30.

(h) Weekend Standby Coverage (Friday 4pm/end of scheduled tour through Monday 8am) – 8 segments will be charged for this time period and paid at $120.

(i) Weekend/Holiday Standby Coverage (Friday 4pm/end of scheduled tour through Tuesday 8am for a holiday on a Monday, Thursday 4pm/end of scheduled tour through Monday 8am for a holiday on a Friday) – 11 segments will be charged for this time period and paid at $165.

(j) Weekly Standby (Monday 8am to Monday 8am) – 16 segments will be charged for this time period and paid at $240.

(k) Weekly Standby with Holiday mid-week (Monday 8am to Monday 8am) – 17 segments will be charged for this time period and paid at $255.

(l) Weekly Standby with Holiday – 8 Day (Monday 8am through Tuesday 8am [8-day coverage]) – 19 segments will be charged for this time period and paid at $285.

(m) Standby time will be posted with the normal work schedule in accordance with Article 11, Section 11.5 Standby shall be on a voluntary basis, provided a sufficient number of employees in the job title within the work group volunteer to be on standby. If there are not enough qualified volunteers to meet the standby requirements in any workgroup, management shall assign standby on a rotation basis by job title within each work group. Such assignment shall be in inverse seniority order.

(n) Employees not in a standby status who are called out to work will be paid in accordance with Article 12, Section 12.3 above.

ARTICLE 13
HOLIDAYS

(a) Holidays to be observed are:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
	8 personal days

(b) **New employees shall be eligible for personal days as follows:**

Hired during first quarter	**8 days**
Hired during second quarter	**4 days**
Hired during third quarter	**2 days**
Hired during fourth quarter	**0 days**

(c) When any of the holidays named falls on Sunday, the holiday shall be observed on Monday for both scheduling and pay purposes. If the holiday falls on Saturday, the holiday shall be observed on Friday for both scheduling and pay purposes.

(d) In scheduling work on holidays, the Company will make every effort to see that holiday work is distributed as equally as possible among the employees. Employees scheduled on a holiday shall be done on a rotational basis.

(e) During a week a holiday falls, the Company will make every effort to only schedule four (4) days excluding the holiday, therefore, providing the employee the holiday off with pay where service requirements permit.

(f) Deferred Fixed Holiday. When work is available due to service requirements, and is agreeable with management, employees may elect to work a fixed holiday, at straight time and defer said holiday to a floating holiday to be taken at a later date, pending management approval. All deferred holidays must be taken during the current calendar year and may not be carried over to the following calendar year.

(g) Employees may not carry over personal days from one year to another. Any unused personal days at the end of the calendar year will be forfeited. In addition, employees who leave the Company for

any reason prior to taking their personal days will forfeit their unused days.

(h) Personal days may be scheduled during the vacation selection process or may be requested in accordance with the process described in Section 14.1 under vacations. Employees may elect to utilize one (1) personal day each year for unscheduled absences in order to avoid receiving an occurrence against their attendance.

ARTICLE 14
VACATIONS

Section 14.1 – Vacation Eligibility

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

0 but < 1 year	0*
1 year < 5 years	80 hours
5 years < 10 years	120 hours
10 years < 15 years	140 hours
15 years < 20 years	160 hours
20 years < 25 years	180 hours
25 years and over	200 hours

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

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

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

Vacation/Personal day hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of an occupational (effective 1/1/23) or non-occupational disability related absence (waiting period). The employee must use all available

Vacation/Personal day hours before hours can be taken unpaid. However, when the absence is Workers' Compensation related, the employee will have the opportunity to elect whether to take Vacation/Personal days or an unpaid absence. If an employee does not have available Vacation/Personal day hours, those hours for which Vacation/Personal day are not available shall be non-paid.

Scheduled vacation/personal day 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. Requests for vacation/personal days outside the selection process shall be made as far in advance as possible, ordinarily not less than ten (10) working days prior to the day(s) being selected. These requests will generally be granted if there is available time on the vacation/work schedule. Requests for vacation/personal days made with less than ten (10) working days' notice will be considered and granted or denied at the supervisor's discretion based on workload. Scheduled vacation/personal day hours are considered as hours worked and will count for overtime purposes in accordance with Section 12.1.

Unscheduled vacation/personal day are those hours requested by the employee outside the selection process and not approved by management. Unscheduled vacation/personal day taken by an employee shall result in an employee receiving an occurrence against their attendance according to the attendance policy. Unscheduled vacation/personal day hours will not count for overtime purposes in accordance with Section 12.1.

Section 14.2 – Vacation When Leaving Service

Employees who leave the service of the Company for any cause, after becoming eligible for vacation and before having been granted same for the current year, shall be allowed full vacation pay in addition to wages or other compensation due at the time of leaving the service of the Company. If an employee's termination date is December 26 through December 31, such employee is eligible to receive pay for vacation time which would have otherwise been taken during the succeeding calendar year.

In the event of the death of an employee, all unused accrued Vacation time shall be paid to the estate.

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

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

Section 14.3 – Vacation Pay

Regular employees granted vacation shall be paid at their basic rate of pay plus applicable differentials but such pay shall not be less than 40 hours per week for any full-time employee. When a holiday occurs during an employee's vacation, the employee shall be granted holiday pay or the vacation day moved to either end of the vacation period or, as approved by management, an additional vacation day later in the year requested by the employee.

Section 14.4 – Vacation Carryover

Up to a maximum of one week (40 hours) of vacation may be carried over to the following calendar year, and must be used by December 31st. Carryover vacation is not cumulative.

Section 14.5 – Working During and Scheduling of Vacation

(a) Employees who work at the direction of Management during the time scheduled for vacation shall have the vacation period rescheduled, and receive time and one-half (1 1/2) the basic hourly rate for all time worked. In the event the vacation time cannot be rescheduled, the employee will be given the choice of carrying a maximum of 40 hours over to the next calendar year, or being paid the equivalent of the scheduled vacation time that was cancelled within the next pay period.

(b) Scheduling of vacation shall be according to seniority. Carried over vacation days shall be chosen after full weeks and day at a time selections. The actual days to be scheduled on a day-at-a-time basis shall be elected after all employees have had an opportunity to select their full weeks of vacation by seniority. Seniority in the choice of a vacation period or periods may only be exercised once.

(c) Full week vacation shall usually start on the first of the calendar week and employees may split vacation into periods of one (1) week. Service and other business conditions permitting, employees will not be scheduled to work on the weekend prior to or immediately after a full week vacation.

(d) Day-at-a-time vacations may be elected during the vacation selection period by seniority or selected later in accordance with paragraph (b).

(e) Vacation preference selection schedules for the following year shall be offered by Management no earlier than September 1st each year and must be completed by December 15th.

Section 14. 6 – Vacation Restrictions

The number of employees on vacation at any one time shall be decided in each instance by the Company, giving due consideration to requirements of the service.

Section 14.7 – Vacation Year

The vacation year shall be from January 1st to December 31st, inclusive.

Section 14.8 – Funeral Leave While on Vacation

If the death of a family member as outlined in Article 8 Section 8.9(a) occurs while employees are on a scheduled vacation, those days remaining eligible for funeral leave "for the day of the death to, and including, the day after the funeral, not to exceed five (5) days," shall be changed to funeral leave as of the date of Company notification of the death. This change does not imply nor permit the changing of scheduled vacation once started to sickness time should the employee become ill while on vacation.

Section 14.9 – Vacation Payment Associated with STD/Worker's Compensation

(a) This section applies to employees who are on an approved STD/Worker's Compensation absence during the fourth quarter of the calendar year.

(b) Upon return from STD/Worker's Compensation the employee must contact their supervisor (call and/or email) within two weeks to discuss the amount of unused vacation time the employee has remaining in the calendar year and attempt to schedule all of that time. Employees will be eligible to carry over a maximum of forty (40) hours of vacation as outlined in Section 14.4.

(c) The employee must schedule that unused vacation time if there are any available options on the vacation schedule.

(d) Any time that cannot be scheduled as described above will be cancelled and paid to the employee within the next pay period following cancellation.

(e) An employee that fails to contact their supervisor or elects not to schedule unused vacation following their return from STD/Worker's Compensation will not be eligible for payment under this section. If a supervisor fails to respond to the employee regarding (b) above, the employee will be paid for all unused vacation hours in excess of 40.

(f) If the STD/Worker's Compensation leave extends past the end of the calendar year, the employee will be paid for all unused hours in excess of 40 as soon as practical following their return to work.

ARTICLE 15
SENIORITY

Section 15.1 - Purpose

It is recognized that seniority rules are intended to provide maximum job protection for workers with the longest service, and to eliminate opportunities for favoritism and discrimination in employment by utilizing an objective measurement, length of service to determine the allocation of jobs.

Section 15.2 - Establishment

(a) Seniority shall be the relative status of employees in respect to length of service with the Company. Length of service for full-time regular employees shall be the total service with the Company, unbroken by discharge, in accordance with terms of this Agreement. Seniority between employees whose length of service is equal shall be determined by age, the employee oldest in age shall be deemed to have the greater seniority. Seniority for new employees hired on the same date on and after September 7, 2007, will be determined by using the last four digits of the employees' social security numbers with the higher number being more senior.

(b) Any bargaining unit employee of the company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored under the following conditions:

1. Only time actually accrued in a company bargaining unit will be credited for seniority purposes.

2. The bargaining unit from which the transfer is being made must have contractual provisions that provide for similar recognition of seniority conditions.

Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

(c) The employee's seniority date shall not be used to determine the level of employee benefits. The employee benefits shall be determined based on the employee's System Service Date established by the Company, bridging of service shall be in accordance with Article 3, Section 3.6 of this agreement.

(d) Seniority date of the employee shall be considered in layoffs, recalls, filling of vacancies if qualified for such vacancies, vacation scheduling, overtime distribution within the work group assignment, selection of work schedules within the work group assignment.

Section 15.3 – Seniority During Absences

Unless otherwise provided, no additional time shall accrue to an employee when absent over thirty (30) days on leaves of absence for which no payments are made and during layoffs.

(a) When the absence is a layoff under Article 5, Section 5.2 hereof, no seniority shall accrue after thirty (30) days absence but service shall be bridged for a permanent employee if reengaged as follows:

Net Credited Service at Time of Layoff	Layoff to be Considered Temporary if Employee is Reengaged Within
0 to 1 year	1 year
2 years	2 years
3 years	3 years
4 years	4 years
5 years	5 years

(b) No seniority shall be deducted during the period of time an employee is on an approved Military Leave of Absence as Prescribed by Federal Law.

Section 15.4 – Bridging Seniority

An employee who has had previous seniority with the CWA Local 6372, and who completes one (1) year of uninterrupted service, shall have his or her previous seniority bridged for all benefits listed under Section 15.2(d) above.

Section 15.5 – Seniority When Transferred out of Unit

If any employee is transferred to a supervisory or other position so as to be excluded from the coverage of this Agreement, such employee shall retain his or her seniority in the position from which he or she was transferred and, in the event he or she shall be re-transferred to such position, shall resume the seniority which he or she had before transferring

Section 15.6 – Seniority When Transferred in the Unit

Employees who have been transferred from one exchange area to another shall maintain and accumulate their seniority.

Section 15.7 – Seniority Lists

Upon request, the Company will prepare a seniority list to the President of the Local Union. The list will contain names, job titles, seniority and service dates**, and** locations.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 16.1

A grievance shall be a complaint by any employee or group of employees for whom the Union is the bargaining agent, or by an authorized Union Representative.

(a) The grievance shall contain a statement of the alleged complaint, will identify the aggrieved employee or group of employees, will list the provisions, if any, of the contract the grieving party feels have been violated and will state the remedy expected.

Section 16.2

(a) Grievances shall be presented as prescribed in Section 16.3. Only those employees designated by the Union not to exceed three (3) for time spent in any step of the grievance procedure prior to arbitration shall be prevented by the Company from suffering any loss in pay. In the event the Local President shall be designated by the Union to participate in the grievance procedure, such officer shall be considered to be one (1) of the three (3) Union designees. Each party has the right

to change representatives within the limitations imposed in this Article.

(b) When the grieving party fails to follow the time limits, the grievance will be considered dropped. Time limits may be extended by mutual consent.

(c) After the grievance initiated under this Article has been referred to the Union, and the Company informed of this reference, the Company agrees that it will neither initiate nor participate in any discussion of the matter with the individual employees affected except in the presence of the Union representative.

(d) Any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

(e) Any complaint which is not reduced to writing by the Union shall be handled on an informal basis; provided however, that nothing in this Section shall preclude the Union and the Company from using any other mutually satisfactory and proper method of presentation, discussion, and disposition of complaints.

Section 16.3

A grievance shall be handled in the manner as outlined below.

(a) Except as provided in Section 16.4 below, an employee, group of employees, or the Union should first present a grievance verbally to the immediate supervisor who has supervision over the work performed. The supervisor will provide a written response following the verbal discussion within fourteen (14) days after the meeting.

(b) Step 1 - If the grievance is not resolved as set forth above, the differences shall be submitted in writing to the Operations Manager, or the Operations Manager's designated representative within forty-five (45) calendar days of the alleged occurrence. A meeting will be held within fourteen (14) calendar days (either face-to-face or via telephone conference) after receipt of the request and a written decision given within fourteen (14) calendar days after the meeting.

(c) Step 2 - If the grievance is not resolved in Step 1 above, the differences shall be submitted in writing, to the Labor Relations Manager or his/her designated representative within twenty-one (21) calendar days after the Operations Manager's written answer. A meeting will be held within fourteen (14) calendar days (either face-to-face or via telephone conference) after receipt of the request and a written decision given within twenty-one (21) calendar days after the meeting.

(d) If the grievance process does not satisfactorily settle the grievance, the Union may proceed to arbitration.

Section 16.4

Any grievance arising because of a discharge shall be commenced at Step 2 of the grievance procedure by filing a grievance in writing with the Labor Relations Manager or his/her designated representative within twenty-one (21) calendar days of the date the grievant is notified of her/his discharge. The Company shall give written notice to the Local Union President as soon as practicable.

A class action grievance may be moved directly to Step 1 of the grievance procedure by filing a grievance in writing with the Operations Manager or his/her designated representative within forty-five (45) calendar days of the alleged occurrence.

ARTICLE 17
ARBITRATION

Section 17.1

In the event a satisfactory settlement has not been reached through the grievance procedure, then the grievance may be submitted to arbitration provided the grievance concerns:

(a) The true extent and meaning of any specific provision or provisions thereof (except as such provision or provisions relate, either specifically or by effect, to prospective modification or amendments of such agreements), or

(b) The application of any provision or provisions thereof to any employee or group of employees, and grievances arising from such application, or

(c) The dismissal of any employee.

Section 17.2

In order to be eligible to be filed for arbitration, an event giving rise to a grievance must have occurred during the term of the agreement and in accordance with Section 16.3. Within thirty (30) calendar days of the Step 2 answer, the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Manager, Labor Relations. In situations where the Union needs additional time to complete its internal appeal process, it shall submit written notice to the Company and the time limit outlined above shall be paused. The Union shall notify the Company of the outcome of the appeal process within seven (7) calendar days of its conclusion. If the appeal is upheld, the aforementioned time limit will resume from the point paused and the Union shall move forward with submitting a request for a panel of arbitrators.

Section 17.3

Within fourteen (14) calendar days (unless mutually agreed to extend the time limits) after receipt of the panel of arbitrators, the parties shall meet to select an arbitrator. The arbitrator shall be selected in the following manner:

(a) Determination of which party will strike first will be decided by lot. The party striking first will also strike third. The other party will strike second and fourth. The remaining name will be submitted to the Federal Mediation and Conciliation Service as the arbitrator for the case.

Section 17.4

Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The cost of the arbitrator, meeting rooms and other items mutually used and agreed upon shall be borne equally by both parties. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.

The Company agrees to compensate a maximum of one (1) employee for time spent participating in arbitration proceedings either as a representative or as a witness.

Section 17.5

The following general rules will apply:

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

(b) The language of this Agreement is controlling. The arbitrator shall have no authority to add to, subtract from, or to amend in any way the express terms of this Agreement or any written mutually executed supplement or amendment hereto. The arbitrator shall confine his award to a determination of only those issues as are necessary to decide the grievance submitted. He shall have authority to render a final and binding decision with respect to the dispute brought before him.

Section 17.6

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

ARTICLE 18
TOOLS

(a) The Company will furnish, without cost to employees, all tools necessary for the performance of their duties.

(b) Employees who are furnished tools by the Company will be held responsible for the proper use and care of such tools, and will be held to accounting of all tools at the time of replacement of, or upon termination of service with the Company.

(c) Tools furnished to employees by the Company, which become broken or worn out through normal wear, will be replaced by the Company without cost to the employees.

(d) Tools furnished to the employees by the Company which are lost or stolen will be replaced by the Company without cost to the employees, except in cases of employee negligence.

(e) The Company reserves the right to inspect all tools, and to condemn for further use any tool which is found to be unsafe or unfit.

(f) Employees will continue to use their present tools until such tools are, or become worn out, lost or otherwise not useable, at which time the Company will furnish tools that need be replaced.

(g) The Company will specify the quantity, kind, type and make of tools furnished to each employee.

ARTICLE 19
WAGES

Section 19.1 - Intent

It is the intent of the parties to secure and sustain maximum productivity per employee during the term of this Agreement. In return to the Company for the wage increase and other conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union re-emphasizes its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort.

Section 19.2 – Wage Rates

(a) The wage rates shall be as set forth in Appendices, attached hereto and made a part hereof, and shall prevail during the effective term of this Agreement unless changed in accordance with the provisions set forth in this Agreement. Rehires or employees who have had experience with other companies may be given credit for previous service for pay purposes only according to the local management's judgment as to the value of such service.

(b) Wage Progression

The Company agrees to grant scheduled wage increases specified in their appropriate schedules in accordance with the time intervals and

amounts provided in such schedules, subject to the following conditions:

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

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

(c) Pay Treatment for Promotions

1. Employees being promoted to a higher wage group shall be placed on the first progression level which represents an increase over the employee's current wage rate, however, the minimum increase shall be no less than fifteen cents ($.15). An employee in progression will progress in the new job title as he or she would have in his or her former job title.

Section 19.3 – New and Modified Job Titles

Newly created job titles may be established by the Company and included within this Agreement and existing job titles may also be modified. The parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment or systems is routine and has minimal (in contrast to substantial) impact must be brought by the Union within thirty (30) calendar days of having knowledge of the change using the Grievance and Arbitration Procedure as outlined in this Agreement.

In the event a new or modified job title is required, the Company shall inform the Union at least fifteen (15) calendar days in advance and shall identify any proposed change in wage or wage schedule. No wage change shall be appropriate for a modified job title unless there is mutual agreement between the Union and the Company.

The Union shall have the right, by giving written notice within thirty (30) calendar days from receipt of the notice, to request negotiations concerning the wage rate established by the Company for the new job title. If the Union does not timely request negotiations, the new job title will become permanent as will the wage rate. It is not the intent of the Company to combine titles.

Any dispute concerning the proposed wage adjustment or wage schedule which the parties are unable to resolve may be referred by the Union to Article 17, Arbitration of this Agreement within forty-five (45) calendar days.

The Company shall have the right to implement its proposed wage rate and schedule while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate. If the parties reach an agreement on a new wage rate and schedule prior to

arbitration, the new wage rate and schedule shall be applied retroactive to the date of the implementation.

Section 19.4 – Classification for Wage Purposes

Employees who are assigned to work in a higher wage group shall be paid $1.50 for each full hour of substitution.

Section 19.5 – Pay Day and Pay Methods

(a) Employees will be paid on a bi-weekly basis. Pay day for the two week calendar periods will be no later than the first Friday following the end of the bi-weekly, Sunday through Saturday, two calendar week periods unless prevented by circumstances beyond the Company's control. Payment shall be by direct bank deposit as authorized by the employee (effective 08/01/97). In the event the parties jointly agree to grant an exception to this provision, it shall be reduced to writing, and shall state the time period the exception is applicable.

(b) The employee shall be provided a statement of earnings including all deductions from the employee's earnings which shall be listed on such statement. When an employee is discharged or laid off, or when an employee quits or resigns employment, all wages earned and unpaid will become due and payable as soon as possible.

ARTICLE 20
UNIFORMS

Section 20.1 – Uniforms

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

(b) 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.

Section 20.2 – Uniform Pin

Employees will not be prohibited from wearing a button/pin on their uniform shirt or hat containing the Union name or insignia provided the button/pin:

(a) Is no larger than 1 ¼ " in diameter
(b) Does not contain a message that is derogatory, offensive, inflammatory or political in nature.
(c) Is approved by the Company prior to being worn
(d) The button/pin does not cover the Company logo.

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

Section 20.3 – Safety Footwear

The Company will provide Safety Footwear in accordance with the Safety Footwear Policy dated January 1, 2023, applicable to non-represented employees of the Company. This policy will remain unchanged for the life of the agreement. Employees will receive a one time reimbursement of $200 through December 31, 2026 and a second one time reimbursement of $200 from January 1, 2027 through December 31, 2028.

Employees with exposure to foot hazards as determined by the Company's Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal **Brightspeed** requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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

Since safety footwear can be utilized both on and off the job, employees are responsible for the purchase and maintenance of their safety footwear.

For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

Section 20.4 - Safety Eyewear

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

Effective February 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 21
TERMS OF AGREEMENT

Section 21.1 – Duration of Agreement

This Agreement becomes effective on **February 1, 2024**, and shall remain in force and effect through **January 31, 2029**. It shall continue in full force and effect thereafter unless either party gives written notice within sixty (60) days prior to the termination date of this contract or any extension thereof to the other party of an intention to change specified terms of this Agreement upon the expiration of the term or any extension thereof. Service of any such notice shall be sufficient if addressed and mailed, or delivered, to the President or his
designee for the Union and the Director – Labor Relations or the Director – Labor Relations' designee for the Company. Within thirty (30) days of said written notice representatives of the Company and the Union shall meet and commence negotiations for the purpose of negotiating with respect to such changes.

CWA Local 6372 Executive Board (not to exceed 5 employees) participating with Management in any of the proceedings described in this Section shall be prevented by the Company from suffering any loss in pay. It is agreed and understood that if the Union designates the Local President to participate with Management in any of the proceedings described in this Section, and if the President is an employee, he or she shall be designated by the Union as one (1) of the departmental representatives. If the Union designates the Local President to participate in the bargaining of Local 6372 with another **Brightspeed** Company he or she shall be prevented from suffering any loss in pay if he or she is an employee of the Company.

Section 21.2 – Laws Affecting Agreement

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

Section 21.3 – Amendment

In the event the parties jointly desire to amend or modify this Agreement, it shall be reduced to writing, shall state the effective date and shall be executed in the same manner as in Section 21.1 of this Article.

In witness whereof, the Communications Workers of America and **Brightspeed of Kansas, Inc.** and **Brightspeed of West Missouri, Inc.**,. have cause this agreement to be executed by their respective officers and agents thereunto duly authorized on the first day written.

Brightspeed of Kansas, Inc. and Brightspeed of West Missouri, Inc.,	Communications Workers of America
_____	_____
Jeff Mitchell VP Field Operations	Kara Hutchason CWA Representative
_____	
John Sabat Sr. Director, Labor Relations	
Company Negotiating Committee:	Union Negotiating Committee:
Deanna Moore Jim Salaki Darlene Shaddox Stan Waterman	Kara Hutchason Scott Allen Benny Hooper Brandy Maiden Chris Pickens

APPENDIX 1

Brightspeed

WAGE SCHEDULE - CWA 6372

EFFECTIVE: 03/31/2024

WAGE SCHEDULE

STEP	F05	G05			
Start	$12.80	$13.13			
6 Months	$14.16	$14.53			
12 Months	$15.65	$16.08			
18 Months	$17.66	$17.78			
24 Months	$19.18	$19.65			
30 Months	$21.17	$21.75			
36 Months	$23.44	$24.08			
42 Months	$25.96	$26.62			
48 Months	$28.69	$29.46			
54 Months	$32.05	$32.92			

Group F05		Customer Svc Tech, Construction Tech, Sr. Lineworker
Group G05		Equipment Installer, Network Tech, Business Svc Tech

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

Brightspeed
WAGE SCHEDULE - CWA 6372
EFFECTIVE: 02/01/2025

WAGE SCHEDULE

STEP	F05	G05			
Start	$13.12	$13.46			
6 Months	$14.51	$14.89			
12 Months	$16.04	$16.48			
18 Months	$18.10	$18.22			
24 Months	$19.66	$20.14			
30 Months	$21.70	$22.29			
36 Months	$24.03	$24.68			
42 Months	$26.61	$27.29			
48 Months	$29.41	$30.20			
54 Months	$32.85	$33.74			

Group F05		Customer Svc Tech, Construction Tech, Sr. Lineworker
Group G05		Equipment Installer, Network Tech, Business Svc Tech

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

Brightspeed
WAGE SCHEDULE - CWA 6372
EFFECTIVE: 02/01/2026

WAGE SCHEDULE

STEP	F05	G05			
Start	$13.45	$13.80			
6 Months	$14.87	$15.26			
12 Months	$16.44	$16.89			
18 Months	$18.55	$18.68			
24 Months	$20.15	$20.64			
30 Months	$22.24	$22.85			
36 Months	$24.63	$25.30			
42 Months	$27.28	$27.97			
48 Months	$30.15	$30.96			
54 Months	$33.67	$34.58			

Group F05		Customer Svc Tech, Construction Tech, Sr. Lineworker
Group G05		Equipment Installer, Network Tech, Business Svc Tech

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

Brightspeed
WAGE SCHEDULE - CWA 6372
EFFECTIVE: 02/01/2027

WAGE SCHEDULE

STEP	F05	G05			
Start	$13.85	$14.21			
6 Months	$15.32	$15.72			
12 Months	$16.93	$17.40			
18 Months	$19.11	$19.24			
24 Months	$20.75	$21.26			
30 Months	$22.91	$23.54			
36 Months	$25.37	$26.06			
42 Months	$28.10	$28.81			
48 Months	$31.05	$31.89			
54 Months	$34.68	$35.62			

Group F05		Customer Svc Tech, Construction Tech, Sr. Lineworker
Group G05		Equipment Installer, Network Tech, Business Svc Tech

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

Brightspeed
WAGE SCHEDULE - CWA 6372
EFFECTIVE: 02/01/2028

WAGE SCHEDULE

STEP	F05	G05			
Start	$14.27	$14.64			
6 Months	$15.78	$16.19			
12 Months	$17.44	$17.92			
18 Months	$19.68	$19.82			
24 Months	$21.37	$21.90			
30 Months	$23.60	$24.25			
36 Months	$26.13	$26.84			
42 Months	$28.94	$29.67			
48 Months	$31.98	$32.85			
54 Months	$35.72	$36.69			

Group F05		Customer Svc Tech, Construction Tech, Sr. Lineworker
Group G05		Equipment Installer, Network Tech, Business Svc Tech

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

APPENDIX 1

Lead Differential

Employees selected to serve in the capacity of "Lead" shall receive additional compensation of $2.00 per hour for such time worked in addition to their hourly wage rate.

1. The position(s) of Lead shall be selected from those employees who have indicated their interest by notifying their supervisor of their desire to volunteer in a Lead capacity.

2. Selection shall be through an interview process of those candidates who have indicated an interest. If more than one candidate possesses the qualifications, the selection will be by seniority.

3. The Company reserves the right in its sole discretion to remove or replace an employee if the company determines the functions of Lead are not being satisfactorily performed.

Effective Dates

The rates of pay set forth herein shall be effective as designated above, and such wage increases shall not affect any progression which would otherwise have been applicable or the wage progression date of any employee.

1. The titles included in each wage group of employees shall be as follows:

   Wage Group F: Customer Service Technician, Construction Technician and Senior Lineworker.

   Wage Group G: Network Technician, Equipment Installer and Business Service Technician

Christmas Eve and New Year's Eve Differential

Employees assigned to work tours ending after 7:00 p.m. and not later than 9:00 p.m. on Christmas Eve and New Year's Eve shall be paid an additional differential of $5.00 for each such tour worked. For tours ending after 9:00 p.m., including the all-night tours, on Christmas Eve and New Year's Eve, employees shall be paid an additional differential of $6.00 for each such tour worked. This payment shall be made in addition to the basic rate and any other payment applicable for assigned evening or night work.

Scheduled Sunday Differential

Employees assigned to work on a scheduled Sunday will be paid a differential of $2.50 per hour for the first 8 hours worked in addition to their hourly wage rate.

APPENDIX 2
JOB DESCRIPTIONS

Regional Operations – Field Operations and Engineering and Construction - The following job descriptions are furnished only for purposes of general job identification and are merely illustrative of some of the typical work operations presently assigned to the job titles. These descriptions are not to be used for limiting or controlling work assignments or the manner in which the operations are performed. Employees assigned to any job title may be assigned other work operations or duties including those enumerated for other job titles.

Wage Group F:

Senior Line Worker - Performs the duties of line worker and is in charge of small crew, normally not to exceed a total of two persons, handling replacement and construction jobs including operating a heavy construction truck.

Customer Service Technician – Responsible for all functions required to complete the installation and repair for all products and services. Install, rearrange and remove central office cross connect jumpers & wiring. Perform functions associated with exchange and interexchange outside plant cables where required to initiate and/or maintain service. Locate, isolate, repair and install of copper and fiber outside plant facilities. If applicable – to include customer provided equipment & wiring. Splices and repairs various types of communication cable. Locates and corrects faults in cable conductors and cable sheath, including work as required for preventative maintenance; places cable and terminals when required; maintains cable under gas pressure; prepares records and reports as required; and performs other generally related operations. Responsible for all work functions to complete customer demand and company maintenance activities. Prepare and maintain records and reports as required and perform other generally related functions.

Construction Technician – Places, rearranges and removes drop and block wire, all types of cable plant and conduit; Splices and ensures optimal conditioning of various types of communication cable including fiber. Locates and corrects faults in cable conductors and cable sheath, including work as required for preventative maintenance; places cable and terminals when required; maintains cable under gas pressure; prepares records and reports as required; and performs other generally related operations as directed. This position is in support of capital projects as it relates to new network components or the replacement of existing plant that requires capital outlays.

Wage Group G:

Network Technician – Perform routine maintenance operations on central office, power equipment, repeaters, carriers, toll terminals, DSLAMs and other HSI equipment, special services circuits, ethernet services and associated equipment and wiring, copper and fiber fed facilities, miscellaneous special equipment and associated wiring; place, remove, and rearrange cross connections on distributing frames in central office; perform maintenance routines on distributing frames; place and remove test leads; identify cable pairs; install, rearrange and remove, miscellaneous special equipment, subscriber station, central office, and toll equipment; locate and correct faults in such equipment and wiring; install and maintain central office power plants; install, test, and maintain equipment associated with mobile, microwave, bit clocks; prepare and maintain records and reports as necessary, and handle other generally associated operations.

Equipment Installer - Installs, rearranges, removes, circuit tests and system tests, central office, toll or large PBX and PABX equipment; locates and corrects faults in toll, central office equipment and other equipment; installs, tests and maintains microwave, mobile and radio communication equipment; prepares records and reports as required; and performs other generally related functions; may supervise and direct the work of other employees.

Business Service Technician – Installs, rearranges, and removes business customer's equipment including PBX's, PABX's, voicemail systems, integrated voice response systems, data equipment, LAN/WAN systems, video teleconferencing equipment, document imaging equipment, and other special data equipment and wiring as developed and identified. Performs routine maintenance operations and locate and correct faults in such equipment and wiring. Prepare records and reports as necessary and handle other generally associated operations. Locate, isolate, repair and/or install copper and fiber outside plant facilities. If applicable – to include customer provided equipment & wiring. Prepare and maintain records and reports as required and perform other generally related functions.

APPENDIX 3
PENSION AGREEMENT

Between the **Brightspeed of Kansas, Inc.,, Brightspeed of West Missouri, Inc.** and Local Union No. 6372 of the Communications Workers of America AFL-CIO

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 4 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement. 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"), the pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective **February 1, 2024**, subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement

Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

Except as provided in Section 3 below, a Member shall mean an employee of United Telephone Company of Kansas or Embarq Missouri, Inc. represented by Local Union No. 6372 of the Communications Workers of America AFL-CIO 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 Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in the provisions of Sections 1.9, Continuous Service, and 1.11, Credited Service, respectively 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 tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between United Telephone Company of Kansas, Embarq Missouri, Inc. and Local Union No. 6372 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 table increase. No Credited Service shall be earned following such date.

Continuous Service shall continue to be earned in accordance with Section 1.9, Continuous Service, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in 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: Amount of Allowance

(a) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who retires under normal or early retirement under Article III, Retirement Allowance, of the Retirement Pension Plan shall be based on the Member's age in years and completed whole months, Job Classification and Credited Service at Termination of Employment; and date of Termination of Employment, or Normal Retirement Date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of Credited Service, subject to the provisions contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

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

(c) Upon the death of a Member described in Article **8**, Spousal Allowance, of the Retirement Pension Plan prior to his Normal Retirement Date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of his surviving spouse, provided that he and said spouse have been married for at least 12 consecutive months ending on the date of his death. The amount of the Spousal Allowance payable to an eligible spouse shall be the benefit described in paragraph (a) above which would have been payable to such spouse had the Member retired early in accordance with Section 1.14, Early Retirement Allowance, of the Retirement Pension Plan and benefits had commenced on the first day of the month preceding his date of death. If the Member had not attained age 55, the benefit described in paragraph (a) above shall be that which applies at age 55.

Section 3: Hired, Rehired, or Transferred Employees on or After July 1, 2016 into CWA 6372.

Any Employee who is first hired by the Company into CWA 6372 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 6372 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 6372 on or after July 1, 2016 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired or recalled. Service on or after 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 6372 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 6372 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 6372 Agreement on or after July 1, 2016, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA 6372 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 6372 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 6372 Agreement) or rehired into CWA 6372 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 6372 prior to the subsequent move from CWA 6372 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 **Brightspeed** 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 6372, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 6372 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.

Appendix 3

BRIGHTSPEED OF KANSAS, INC. – CWA LOCAL 6372

Pension Plan Flat Dollar Benefit Units

	AGES										
Wage Schedule	65-70	64	63	62	61	60	59	58	57	56	55
	February 1, 2024 - January 31, 2029										
E05	57.40	54.50	51.70	48.80	45.90	43.10	40.20	37.30	34.40	31.60	28.70
F05	59.40	56.40	53.50	50.50	47.50	44.60	41.60	38.60	35.60	32.70	29.70
G05	62.20	59.10	56.00	52.90	49.80	46.70	43.50	40.40	37.30	34.20	31.10

Appendix 3

BRIGHTSPEED OF WEST MISSOURI, INC. – CWA Local 6372A

Pension Plan Flat Dollar Benefit Units

	AGES										
Wage Schedule	65-70	64	63	62	61	60	59	58	57	56	55
	February 1, 2016 - January 31, 2024										
E07	57.40	54.50	51.70	48.80	45.90	43.10	40.20	37.30	34.40	31.60	28.70
F07	59.40	56.40	53.50	50.50	47.50	44.60	41.60	38.60	35.60	32.70	29.70
G07	62.20	59.10	56.00	52.90	49.80	46.70	43.50	40.40	37.30	34.20	31.10

APPENDIX 4
SAVINGS PLAN

Between the Brightspeed of Kansas, Inc.,,
Brightspeed of West Missouri, Inc. and
Local Union No. 6372 of the Communications Workers of America
AFL-CIO

The Company has adopted the **Brightspeed** 401(k) Saving 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 Plan Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Plan Agreement and to make Company contributions thereto. Said Savings Plan 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 Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time and that the Trust implementing the 401(k) Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said 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. The Company agrees to notify the Union of any such action.

SAVINGS PLAN AGREEMENT

Section 1: Brightspeed 401(k) Savings Plan

(a) The Company agrees to provide a means for employees to save for their retirement on a tax deferred basis through the **Brightspeed** 401(k) Savings Plan (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.

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

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

Section 3: Company Contributions

(a) For employees hired, re-hired or who become covered under the CWA 6372 Agreement through any means before July 1, 2016, the Company shall contribute a Company Matching Contribution equal to twenty-five percent (25%) of the Participant's Contribution up to a maximum of 6 percent of eligible wage.

(b) For employees hired, re-hired or who become covered under the CWA 6372 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.

Employees hired or re-hired into the bargaining unit on or after February 1, 2021, shall automatically be enrolled in the Plan in accordance with the terms of the Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the Plan and its administration procedures. Automatic enrollment will be implemented as soon as administratively feasible.

APPENDIX 5

Exchanges included in the three (3) Kansas areas for bumping purposes in accordance with Article 5, Section 5.3(b)(1) are as follows:

KANSAS

Altoona	Fontana	Lyndon	Pomona
Altamont	Fredonia	Mapleton	Princeton
Baldwin City	Galena	Melvern	Quenemo
Baxter Springs	Gardner	Michigan Valley	Quincy
Benedict	Garnett	Moran	Richmond
Blue Mound	Gridley	Mound City	Riverton
Bucyrus	Greeley	Mound Valley	Scammon
Buffalo	Kincaid	Neosho Falls	Spring Hill
Burlington	Lafontaine	Osage City	Thayer
Centropolis	Lane	Osawatomie	Toronto
Coyville	Lebo	Oswego	Waverly
Edgerton	Leroy	Parker	Wellsville
Fall River	Linwood	Piqua	Westphalia
Northeast Work Area			
Alma	Fort Riley	Mayetta	Powhattan
Alta Vista	Harveyville	Mclouth	Rossville
Burlingame	Hiawatha	Meriden	Silver Lake
Circleville	Highland	Morrill	St. Marys
Delia	Holton	Nortonville	Troy
Denison	Horton	Oskaloosa	Valley Falls
Easton	Hoyt	Overbrook	Wathena
Effingham	Junction City	Ozawkie	White Cloud
Emmett	Lancaster	Perry	Winchester
Eskridge			
West/Central Work Area			
Abbyville	Conway	Hillsboro	Partridge
Alden	Cunningham	Hudson	Preston
Arlington	Durham	Inman	Pretty Prairie
Belle Plaine	Ellinwood	Langdon	St. John
Belpre	Ellis	Lehigh	Sterling
Buhler	Haven	Macksville	Sylvia
Burrton	Hesston	Murdock	Walton
Claflin	Hoisington	Oxford	Windom

APPENDIX 5

Exchanges included in the four (4) Missouri areas for bumping purposes in accordance with Article 5, Section 5.3(b)(1) are as follows:

MISSOURI

Warrensburg Area			
Appleton City	Coal	Ionia	Strasburg
Blairstown	Cole Camp	Kingsville	Sweet Springs
Butler	Deepwater	Leeton	Urich
Calhoun	Green Ridge	Lincoln	Warrensburg
Centerview	Harrisonville	Lone Jack	Warsaw
Chilhowee	Holden	Montrose	Windsor
Clinton	Houstonia	Pleasant Hill	Lake Lottawana
Waverly	Odessa	Malta Bend	Blackburn
Jefferson City Area			
California	Smithton	Tipton	Otterville
Clarksburg	Syracuse		
Buckner	Henrietta	Mound City	Weston
Camden Point	Holt	Norborne	
Craig	Hopkins	Oak Grove	
Dearborn	Kearney	Orrick	
Edgerton	King City	Pickering	
Fairfax	Lexington	Platte City	
Ferrelview	Maryville	Tarkio	
Hardin	Missouri City	Wellington	
Rolla Area			
Fort Leonard Wood	Newburg	Rolla	St. Robert
Lebanon	Richland	Salem	Waynesville

Memorandum of Agreement (Kansas only)

As a result of Company actions, the Frame Attendant, Lineworker, Facility Assigner, Customer Representative, Customer Support Specialist, Operator and Storekeeper, job titles are not necessary in this collective bargaining agreement.

In the event the Frame Attendant, Lineworker, Facility Assigner, Customer Representative, Customer Support Specialist, Operator or Storekeeper job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 1991-1994, 2000-2003, 2012-2015 or 2015-2018 Labor Agreements.

Memorandum of Agreement (Missouri only)

As a result of Company actions, the Frame Attendant, Lineworker, Operator, Storekeeper, Force Management Representative, Equipment Technician, Public Access Technician and Force Management Analyst job titles are not necessary in this collective bargaining agreement.

In the event the Operator, Storekeeper (formerly listed in the 1991-1994 Labor Agreement), Force Management Representative, Equipment Technician, Public Access Technician and Force Management Analyst (formerly listed in the 2009-2012 Labor Agreement) or Frame Attendant, Lineworker (formerly listed in the 2015-2018 Labor Agreement) job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles.

Memorandum of Agreement (Kansas only)

As a result of the Company's actions to remove the Customer Representative job title in former agreements, the parties agree there is no longer a need for the Pay for Performance language covered under Article 10, Section 8 of the 2003-2006 Kansas labor agreement.

In the event the Customer Representative job title is reinstated, it is understood and agreed that the Pay for Performance language contained in Article 10, Section 8 of the 2003-2006 Kansas labor agreement, will become an active provision under the current labor agreement as soon as administratively feasible.

Memorandum of Agreement

The Company and Union agree that any service observations of employee performance shall be conducted during company established hours of operation. It is understood that the Company's sole intent in service observing employee performance is to evaluate levels of service provided to the customer by employees and take appropriate action to ensure continued high levels of service. Supervisory employees have the obligation to share evaluations of performance with the employee based on service observations in a reasonable amount of time.

Memorandum of Agreement

The Union and Company do hereby agree that should CWA offer a replacement option to the CWA Savings and Retirement Trust Plan, the two parties will meet to determine the plausibility of implementation of the new plan.

Memorandum of Agreement
Training

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

The parties also understand the importance of ensuring employees are trained to properly perform their existing job functions. The parties recognize that training can be accomplished in a number of ways including, but not limited to; formal classroom training, virtual and self-paced training through computer-based technology, and on-the-job training. The Company will determine the basic training needed for each job function. However, it is a joint responsibility between employees and supervisors to ensure that the training is identified and taken.

To help ensure that employees have the basic training needed to perform their job duties, the parties agree that supervisors will have a discussion with each employee within 3 months following the ratification of this Agreement to review training needs. The employee should discuss any areas where they believe additional training or refresher training may be needed for them to be successful in their position. The Company will make final determination on any training that will be provided and the method that training will be delivered.

After the discussion it may be determined by the Company that additional training is not warranted and that will be explained to the employee.

Memorandum of Agreement
Recognition and/or Incentive Programs

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition 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 fifteen (15) days prior to the implementation of any new programs. The Company agrees that it will not issue discipline to employees for failure to complete sales of its products and services.

Memorandum of Agreement
Common Interest Forum (CIF)

1. **The purpose of the COMMON INTEREST FORUM (CIF) is to maintain and improve the working relationship between Brightspeed of West Missouri, Inc., Brightspeed of Kansas, Inc. and CWA bargaining units. The CIF is also intended to utilize problem-solving methods to address and solve issues and to improve communications.**

2. **The Union will designate its representatives normally not to exceed four (4); the Union may appoint one representative**

from each local and two (2) national representatives. The management participants will be designated by the Regional Human Resources Manager and will normally be limited to six (6) representatives. The Company and Union will designate chairpersons to co-chair the CIF meetings.

3. **The CIF will meet on an as needed basis at a mutually agreed upon date and time and/or place and may be conducted face to face or via conference call. The responsibility for the meeting arrangements will rotate between the Company and the Union.**

4. **Company and Union proposed agenda items will be prepared and exchanged with each other at least two (2) weeks in advance of the CIF. The Company and Union co-chairpersons will mutually agree on the final agenda and this agenda will be distributed to all CIF participants at least one week prior to the CIF meeting.**

5. **The subject matter discussed in the CIF may include broad contract interpretations and other work rules/conditions of employment that are not included in the contract. The CIF may also address topics such as employee involvement, ways to improve productivity, quality of work life, efficiency of operations, or any other areas of mutual concern.**

   This forum is not intended to resolve grievances, or individual problems. Its intent is to resolve issues that impact the general employee population.

6. **The parties agree that the provisions of the Memorandum of Agreement would only apply in the event the Cooperative Resource Committee established at the Regional and National levels are discontinued.**

7. **The Company will pay for lost time on the day of the meeting during the Union committee members' regularly scheduled tours. Travel time to meetings at distant locations will be mutually agreed to on a meeting-by-meeting basis.**

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