

AGREEMENT

Between

BRIGHTSPEED OF MISSOURI, INC.

AND

**COMMUNICATIONS WORKERS OF
AMERICA**

March 15, 2022 through October 30, 2027

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AGREEMENT

This Agreement entered into this **15th** day of March **2022**, between **Brightspeed of Missouri, Inc.** and their respective successors or assigns as defined in the National Labor Relations Act, as amended, hereinafter called the Company, and the Communications Workers of America, hereinafter called the Union.

ARTICLE 1 INTENT AND PURPOSE

It is the intent and the purpose of the parties hereto that this Agreement will promote and improve working relations between the Company and its employees, and will set forth herein the total agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto. This Agreement, having been reached after hours of collective bargaining and representing concessions which have been made by both parties in order to reach an agreement, covers wages, hours, working conditions, and other conditions of employment during the term of said Agreement as hereinafter provided, and during said period there shall be no requirement or obligation on the part of either party to negotiate concerning any matter not covered by this Agreement, regardless of whether or not such matter was the subject of discussion during negotiations culminating in this Agreement.

ARTICLE 2 RECOGNITION AND AREA DESIGNATION

- 2.1 Union Recognition. The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work and working conditions for employees in the job **titles** listed in Exhibit B at the following area designations/exchanges:

Northwest Area		
Amazonia	Avenue City	Bolckow
Braymer	Brunswick	Cameron
Clarksdale	Columbia	Concordia
Cosby	Dalton	Easton
Fillmore	Gower	Hamilton
Helena	Jamestown	Keytesville
Kidder	Kingston	Lawson
Maysville	Osborn	Plattsburg
Prairie Home	Rosendale	Savannah

Stewartsville Turney	Trimble Whitesville	Triplett WoolRidge
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Northeast Area		
Augusta	Canton	Clarence
Dardenne	Defiance	Elmer
Ewing	Foley	Foristell
Gorin	Hawk Point	High Hill
Holstein	Hunnewell	Jonesburg
Kahoka	LaBelle	Laddonia
Lagrange	LaPlata	Lewiston
Marthasville	Monroe City	Monticello
Moscow Mills	New Melle	O'Fallon
Old Monroe	Palmyra	Paris
Perry	Revere	Sante Fe
Shelbina	Shelbyville	St. Peters
Stoutsville	Troy	Truxton
Warrenton	Wayland	Wentzville
West Quincy	Winfield	Wright City

Southwest Area		
Arcola	Aurora	Avilla
Blue Eye	Bradleyville	Branson
Branson West	Bronaugh	Buffalo
Cape Fair	Cassville	Cedar Creek
Conway	Cross Timbers	Dadeville
Eldorado Springs	Elkland	Everton
Fordland	Forsyth	Gainesville
Galena	Golden City	Greenfield
Grove Spring	Hartville	Hermitage
Highland	Hurley	Jenkins
Kimberling City	Louisburg	Manes
Mano	Marshfield	Milo
Mount Vernon	Mountain Grove	Nebo
Niangua	Norwood	Ozark
Pittsburg	Preston	Protom
Reeds Spring	Rockaway Beach	Rockville
Sarcoie	Schell City	Seymour
Sheldon	Shell Knob	Sparta
Theodosia	Urbana	Vanzant
Walker	Washburn	Wasola

Wheatland		
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Southeast Area		
Alton	Annapolis	Belgrade
Belle	Belleview	Birch Tree
Bland	Boss	Bourbon
Bunker	Cabool	Caledonia
Caufield	Centerville	Chamois
Cuba	Dora	Edgar Springs
Elsinore	Eminence	Freemont
Herman	Houston	Irondale
Ironton	Koshkonong	Leasburg
Lesterville	Licking	Montauk
Morrison	Mount Sterling	Mountain View
Oates	Potosi	Raymondville
Roby	Safe	St. James
Summerville	Thayer	Thomasville
Timbers	Van Buren	Vichy
West Plains	Willow Springs	Winona

2.2 **Titles of Employees.** Employees - Whenever the term "employee" appears in this Agreement, it shall be construed to mean a regular full-time employee.

Definitions:

2.2.1 Full-time employee - A person who is normally scheduled to work forty (40) hours a week.

2.2.2 Part-time employee - A person who is normally scheduled to work no more than thirty (30) hours per week. A part-time employee who is normally scheduled to work fewer than twenty (20) hours per week may be disciplined or terminated in the Company's sole discretion without cause and without access to Article 4 and 5. Such part-time employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, paid sick leave, healthcare, etc., which accrue to regular employees. Part-time employees who are regularly scheduled to work twenty (20) hours or more and successfully complete the probationary period shall qualify for prorated benefits where expressly provided by this Agreement.

- 2.2.3 Temporary employee - A person engaged for a specific project or for a definite period of time not to exceed six (6) months. A temporary employee may be disciplined or terminated in the Company's sole discretion without cause and without access to Article 4 and 5. Temporary employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, paid sick leave, etc., which accrue to regular employees.
- 2.2.4 Probationary employee – An employee who has not successfully completed the probationary period established in Section 24.1.
- 2.2.5 Regular employee – A person who has successfully completed the probationary period and whose term of employment is expected to continue for an indefinite period of time.
- 2.2.6 Occasional employee – An employee engaged for a short period of time, normally to relieve some temporary force shortages, and are employees of the Company only on the day(s) which the employee actually works. An occasional employee may be disciplined or terminated in the Company's sole discretion without cause and without access to Article 4 and 5. Occasional employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, paid sick leave, etc., which accrue to regular employees.

ARTICLE 3 GRIEVANCES

- 3.1 A grievance shall be a complaint, question, or controversy by any employee or group of employees or by an authorized Union representative, with respect to the interpretation or application of any provision of this Agreement. No grievance shall be eligible for handling hereunder unless filed in compliance with Section 3.2 and within the time limits and according to the procedures established in Section 3.4. Grievances not so presented or processed shall be considered waived by the Union.
- 3.2 Each grievance shall briefly describe in substance the specific matters complained of in sufficient detail that dates, time(s) if pertinent, occurrences, and the nature of the circumstances causing the

grievance can be identified readily. The names and locations of employees concerned shall also be given where the grievance relates to specific employees as opposed to a general complaint. There shall also be a statement as to the specific section(s) of this Agreement believed to have been violated or misinterpreted and the desired remedy.

- 3.3 When a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance directly with the aggrieved employee or group of employees except as authorized by this Article 3 or with the consent of the Union. The provisions of this section shall not prevent either party from discussing a grievance at any level of the grievance procedure in order to settle the grievance.
- 3.4 This shall be the exclusive procedure and remedy involving any alleged violation of this Agreement. Except as otherwise provided in this Agreement, all grievances filed after the effective date of this Agreement involving alleged violations occurring during its term will be submitted according to the following procedures and time limits:

Informal Resolution

Prior to the first step meeting, an informal resolution meeting between the supervisor, the employee, and a union representative should take place within **fourteen (14) calendar** days of the occurrence. If the issue is not resolved and the Union desires to move forward with the grievance process, the grievance shall be reduced to writing and presented to the Company within **fourteen (14) calendar** days of the informal resolution meeting.

Step 1 Manager – Region Operations

If the grievance is not resolved at the Informal Resolution, the Union may refer the grievance for a meeting with the Manager – Region Operations or designee by making a written request within **fourteen (14) calendar** days after receiving the supervisor's informal response. The meeting shall be held within **fourteen (14) calendar** days of the Union request, and the Manager – Region Operations or designee shall issue a written response within **fourteen (14) calendar** days following the meeting. If the Manager – Region Operations or designee does not provide a timely written response, the grievance automatically moves to Step 2.

Step 2 Negotiator - Labor Relations

If the grievance is not resolved at Step 1, the Union may refer the grievance for a meeting with the Negotiator - Labor Relations or designee by making a written request within **fourteen (14) calendar** days after receiving the Step 1 response. The meeting shall be held within **fourteen (14) calendar** days of the Union request, and the Negotiator - Labor Relations or designee shall issue a written response within **fourteen (14) calendar** days following the meeting. If a timely written response to the grievance is not given, Union may move the grievance to arbitration by timely following the procedure in Section 5.1.

- 3.5 The parties shall keep each other informed in writing of the representatives authorized to negotiate grievances, and the grievance and any appeals and answers shall be given or mailed to the designated representative. The **date, time and place** of meeting shall be mutually agreed upon, with each party giving due consideration to the convenience of the other. It is understood meetings at any step of the grievance process may be conducted face-to-face or via telephone conference.
- 3.6 Authorized Union representatives investigating grievances as described above may do so on Company premises. Such investigations must be mutually prearranged between the Human Resources Business Partner and the appropriate Union official (other than the Chief Steward and Steward) and conducted in an orderly manner.
- 3.7 Aggrieved employees and authorized Union representatives meeting with the Company in grievance meetings for the purpose of discussing grievances in an attempt to settle such grievances shall suffer no loss in regular straight-time pay as a result of time lost from scheduled work. The number of employees who shall suffer no loss of regular pay as set forth herein shall be not more than **three (3), to include the grievant at Step 1 of the grievance process and not more than two (2) at Step 2 of the grievance procedure.**
- 3.8 Records of grievance meetings may be kept by either party for its own purposes by any device or system suitable to the particular party.

- 3.9 Nothing in this Agreement shall deprive any individual employee of the right to discuss with his supervisor matters of his own interest. Any individual employee or group of employees shall have the right at any time to present such matters to the Company and to have them adjusted without the intervention of the Local Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment.
- 3.10 The time periods specified in this Article may always be extended or modified by mutual consent in advance in writing. **If any of the timeframes include a holiday, one additional day will be added to the timeframe.**

ARTICLE 4 GRIEVANCE MEDIATION

- 4.1 If the Union desires to appeal the grievance to mediation, it must submit a written statement of appeal within ten (10) calendar days after receipt of the Company's Step 2 answer, but grievances may only be taken to mediation by mutual consent of the parties.
- 4.2 Each party shall have one (1) principal spokesperson at the mediation conference.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 1 or 2 of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.

The mediator shall state the grounds of his/her advisory decision.

The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

If no settlement is reached at mediation, the parties are free to arbitrate under Article 5 of this Agreement.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

The mediator shall conduct no more than three (3) mediation conferences per day, and the mediation day will begin at 8:30 a.m.

- 4.3 The mediator's fee and expenses will be divided equally between the parties, but the Company will pay any wages lost by one (1) bargaining unit representative as a result of participating in a mediation conference.

ARTICLE 5 ARBITRATION

- 5.1 A grievance which has not been satisfactorily resolved after it has been timely and properly processed completely through the Grievance Procedure may be submitted to arbitration by the Union only during the term of the agreement. To do so the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Missouri, Oklahoma, Arkansas, Kansas and Illinois to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Negotiator - Labor Relations, within thirty (30) calendar days of the Step 2 answer (or any default in answering) or the conclusion of mediation.

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.

- 5.2 The Company and Union may attempt to agree on a neutral arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within **fourteen (14) calendar** days of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one name remains and he/she shall serve as arbitrator.
- 5.3 The arbitrator shall interpret the contract in accordance with the reserved rights theory of labor contracts whereby all rights not specifically limited by the Agreement are reserved to the Company. The arbitrator shall be confined to the issue(s) presented by the parties, and shall have no right to alter, amend, modify, or change the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding.
- 5.4 This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages "make whole" means reimbursing the individual for the basic wages they would have made if employment had been continuous, less wages, from any source, Workers' Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged, during that period.

In situations where the Union **has requested** additional time for its internal appeal process, it is also understood that the Company shall assume no backpay or other grievance liability for that time. **In any grievance arbitrated under the provisions of this Article, the Company shall under no circumstances be liable for any retroactive back pay or any other grievance liability for more**

than eighteen (18) months.

- 5.5 Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.
- 5.6 Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be equally shared by the parties.

ARTICLE 6 VACATIONS

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

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

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

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

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

the respective status during the year.

- 6.2 Vacation/personal holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational **or first three (3) consecutive scheduled workdays of an occupational** disability related absence. The employee must use all available vacation/personal holiday hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days or when the absence is Worker's Compensation related. In those cases only, the employee will have the opportunity to elect whether to take vacation/personal holiday hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available vacation/personal holiday hours, those hours for which vacation/personal holiday hours are not available shall be non-paid.

The approval of vacation/personal holiday time (both scheduled and unscheduled) is solely at the company's discretion based on operational needs of the business.

Scheduled Vacation/Personal Holidays are those hours selected by the employee in accordance with the Vacation/Personal Holiday selection process or hours requested by the employee and approved by management. Scheduled Vacation/Personal Holiday hours are included as part of the standard work week for overtime purposes.

Unscheduled Vacation/Personal Holidays are those hours that are not pre-scheduled and are requested by the employee and not approved by management. Unscheduled Vacation/Personal Holiday hours taken by an employee for pay purposes only shall result in an employee receiving an occurrence/tardy against their attendance according to the attendance policy. Unscheduled Vacation/Personal Holiday hours are not included as part of the standard work week for overtime purposes.

- 6.3 Regular full-time employees shall be paid for each week of vacation forty (40) hours at their basic straight-time rate and any extra payments for evening or night work. Regular part-time employees who have earned prorated vacation will be paid based on the average number of hours worked during the previous six (6) months.
- 6.4 When an authorized holiday falls in a week during which an employee is absent on vacation, he shall be allowed an additional day

of vacation with pay. However, the additional vacation day must be taken within the two (2) week period preceding the vacation, or must be taken within the two (2) week period following the vacation, taking into consideration the preferences of the employee and the needs of the business.

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

If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the full amount of vacation hours which would have otherwise been earned and taken during the next calendar year. Employees that terminate prior to December 26, for any reason other than retirement, will not be eligible for any payment of any vacation which is being earned in the current year and to be taken during the next calendar year.

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

- 6.6 The vacation year shall be from January 1 to December 31 inclusive and vacation scheduling shall be subject to business needs and service requirements within that period. Vacation selections will be completed (subject to change) by December 31 of the preceding year. The Company will post monthly vacated and/or additional vacation weeks that are available. These weeks will be selected on a seniority basis. Part-time employees will select in seniority order after all full-time employees have selected.
- 6.7 Vacations shall normally be scheduled on a calendar week basis and for periods of not less than one (1) week. However, a full and part-time employee eligible for two (2) weeks of vacation may designate one (1) week of his vacation as a "split" vacation week to be taken on

a day-at-a-time basis or taken in four-hour increments. Full and part-time employees who are eligible for three (3) or more weeks of vacation may designate two (2) weeks as a "split" vacation week to be taken on a day-at-a-time basis. One of those weeks may be taken in four-hour increments. **If an employee has scheduled vacation during the calendar week, either an entire week or day/days connected to a weekend, employees won't be mandated to work the connected weekend(s).** A vacation week so designated must be scheduled and taken subject to the following provisions:

- 6.7.1 Split weeks will be selected on a seniority basis after all employees in the vacation group have selected their regular weeks of vacation. An employee who has not designated such an intent and subsequently wishes to take a previously scheduled full week of vacation on a day-at-a-time basis or in four-hour increments may do so subject to management approval.
- 6.7.2 Requests for individual or four-hour increment vacation days will be considered in the order received after all full weeks of vacation have been selected in accordance with this Article.
- 6.7.3 Requests for individual or four-hour increment vacation days shall be made as far in advance as possible, ordinarily not less than ten (10) calendar days prior to the day(s) being selected. The supervisor shall respond to the employee's request in a reasonable amount of time.
- 6.7.4 Day-at-a-time and four-hour increment vacation days are limited to Monday through Saturday and may not be taken on authorized holidays. Day-at-a-time and four-hour increment vacation days may be taken on a Saturday provided the Company receives enough notice to change the weekly schedule as necessary to avoid additional premium payments.
- 6.7.5 All day-at-a-time vacations must be requested and noted on the schedule by December 31 of the preceding calendar year.
- 6.8 For bona fide business reasons, the Company shall have the right to cancel previously scheduled vacation time with as much advance notice as possible.

- 6.9 Eligible full-time employees who do not elect to carryover vacation may bank into future years a limited number of weeks of vacation for each calendar year.
- 6.9.1 Employees eligible for four (4) weeks of vacation may bank one (1) full week of vacation for each vacation year, and employees eligible for five (5) weeks of vacation may bank up to two (2) full weeks of vacation for each vacation year. All vacation must be banked in full-week increments. Banked vacation may be accumulated to a maximum of two hundred forty (240) hours.
- 6.9.2 An employee who desires to bank vacation must so indicate at the time the annual vacation schedule is routed for selection. Changes in an employee's decision to bank vacation are subject to mutual agreement between the employee and the supervisor. All banked vacation must be taken in full-week increments.
- 6.9.3 Withdrawals of accumulated vacation from the bank and future scheduling of banked vacation are subject to supervisory approval. Scheduling accumulated, banked vacation has secondary priority to employees scheduling their regular annual vacation, and will be handled on a first-come, first-served basis.
- 6.9.4 If an employee retires with accumulated vacation in the bank, the employee may choose to take a lump-sum payout or to use the vacation prior to his retirement date, but banked vacation cannot be used to extend the retirement date.
- 6.9.5 Accumulated, banked vacation will be paid out at the employee's current hourly rate. In the case of the voluntary or involuntary termination of an employee, banked vacation cannot be used to extend an employee's termination date and the lump sum cash out will be subject to Section 6.5.
- 6.10 Eligible full-time employees who do not elect to bank vacation may carry over into the following year, with supervisory approval, up to one (1) full week of vacation.

All carry over vacation must be taken by December 31st of the subsequent calendar year, and may be taken in full weeks or in day-

at-a-time increments. This carry over vacation must be scheduled at the same time as the scheduling of regular vacation.

- 6.11 An employee who is hired or transferred into this bargaining unit from any other **Brightspeed** (or related) facility or entity will receive vacation time as established under this Article 6, but when appropriate the vacation amounts established herein shall be reduced (prorated) to reflect vacation time (or its equivalent) previously credited for any part of the same period of time (anniversary or calendar year). Those employees who received vacation under a Paid Time Off (PTO) plan will bank PTO balances, if any, up to the maximum amount they have accrued. The PTO does not have to be banked in full week increments.

ARTICLE 7 HOLIDAYS

- 7.1 The following shall be considered as recognized holidays: New Year's Day, **Martin Luther King Jr. Day**, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Day, and seven (7) Personal Holidays.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the previous Friday shall be observed as the holiday.

A part-time employee whose work-week schedule is twenty (20) or more hours shall be eligible for Holiday treatment on the basis of the hours that they would be normally scheduled to work. Part-time employees must complete the equivalent of one (1) full year of full-time service (two thousand eighty hours (2,080)) hours by January 1 of the calendar year to be eligible for personal holidays.

New employees shall be eligible for Personal Holidays as follows:

Hired during first quarter	7 days
Hired during second quarter	4 days
Hired during third quarter	2 days
Hired during fourth quarter	0 days

An employee who is hired or transferred into this bargaining unit from any other **Brightspeed** (or related) facility or entity will receive

personal holiday time as established under this Article 7, but when appropriate the personal holiday amounts established herein shall be reduced (prorated) to reflect personal holiday time (or its equivalent) previously credited for any part of the same period of time (anniversary or calendar year).

7.2 Personal Holidays are subject to the following conditions:

7.2.1 The Personal Holiday may be taken in conjunction with other holidays or vacations.

7.2.2 Personal Holidays may be requested and noted on the vacation schedule by December 31 of the preceding calendar year.

7.2.3 Approval for requests for Personal Holidays or changes will be subject to the needs of the business as determined by management.

7.2.4 Employees eligible for seven (7) Personal Holidays may select two (2) Personal Holidays to be taken in two- (2-), three- (3-), four- (4-) or eight- (8-) hour increments.

7.2.5 Subject to availability and based on the needs of the business, employees may select in order of seniority either Christmas Eve or New Year's Eve as a Personal Holiday.

7.2.6 Scheduling of Personal Holidays shall take into account business needs and service requirements. For bona fide business reasons, the Company shall have the right to cancel previously scheduled Personal Holidays with as much advance notice as possible.

7.2.7 Employees may not carry over Personal Holidays from one year to another. Any unused Personal Holiday time at the end of the calendar year will be forfeited. In addition, employees that leave the Company for any reason prior to taking their personal holidays will forfeit any unused time.

7.3 The schedule of every full-time employee shall be arranged to include the holiday in weeks during which a holiday falls. Insofar as service requirements permit, employees (except absentees) shall be excused without loss of pay on authorized holidays or the day observed.

“Absentee” is defined as: Any employee who does not work on a holiday and who is absent the scheduled work day preceding or following the designated holiday without being excused by the Company for such absence, or any employee scheduled to work who is absent on the holiday without being excused by the Company for such absence.

- 7.4 Employees required to work on a recognized holiday or the day observed shall be paid in addition to the holiday pay herein provided for at one and one-half (1½) times the straight-time rate for all hours so worked. Two times the straight time rate will be paid for all hours worked in excess of the normally scheduled hours for the work day.
- 7.5 Holiday schedules will be posted at least one (1) week in advance of the holiday.

ARTICLE 8 LEAVES OF ABSENCE

- 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 the Company Policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling twelve (12) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available Vacation/ Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.
- 8.2 Family and Medical Leave. The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company’s right to establish FMLA policies and rules which are consistent with that law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company Policy.
- 8.3 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.

8.4 Union Leave. Leaves of absence for Union business will be granted as follows:

8.4.1 Leaves of absence without pay to conduct Union business on a full-time basis will be granted for consecutive twelve- (12-) month periods not to exceed seventy-two (72) months. The request shall be made at least thirty (30) days prior to the effective date of the proposed leave. Leaves granted for less than the maximum period may be extended in twelve- (12-) month segments, upon thirty (30) days' notice. Such extensions shall not be denied. The period of such leave of absence shall be counted in determining such employee's seniority with the Union and accredited service with the Company except that during such leave, he shall not be entitled to any vacation or other benefits under the contract.

8.4.2 Leaves of absence in two- (2-) hour, four- (4-) hour or full day increments to conduct Union business will be granted to designated Union representatives for a total of fifty (50) working days per calendar year for each of the Locals covered by this Agreement. The granting of such leave will be conditioned upon the Union providing **at least two weeks' notice** (and the Company shall have the right to deny such leave in circumstances where reasonable advance notice is not given), and the needs of the business. **The two-week time period will be waived for grievance meetings and emergency situations.** The period of such leave shall be counted in determining such employee's seniority with the Union and accredited service with the Company and the employee shall continue to be entitled to any vacation or other benefits under the contract.

8.4.3 Leaves of absence without pay to participate in collective bargaining will be granted to members of the Union's negotiating committee, and the period of such absence shall be

counted in determining such employee's seniority with the Union and accredited service with the Company and the employee shall continue to be entitled to any vacation or other benefits under the contract.

- 8.5 Military Leave. Military leave, including eligibility for pay, benefits and reinstatement, shall be as required by applicable federal and/or state law(s) and in accordance with Company policy on military leaves in place at the time.
- 8.6 Rules Governing Leaves. Except as provided in Sections 8.1- 8.5 above, the following rules shall also apply:
- 8.6.1 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 permission of the Company in writing and except as provided in Section 8.4.
 - 8.6.2 During the period of the leave of absence, employees will accrue seniority for the first thirty (30) days of the leave after which time the seniority will be frozen. Leaves of absence of less than thirty (30) days shall not be subtracted from the employee's service.
 - 8.6.3 Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible and has satisfied the conditions applicable to the granting of the initial leave.
 - 8.6.4 Except for military leave or as otherwise prohibited by federal or state law, an employee must use any otherwise available earned vacation, sick pay and/or personal holiday time while on leave of absence (or layoff).
 - 8.6.5 Company may require at Company expense such physical or other professional examinations from health care providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act, or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, circumstances in which an employee seeks medical leave or family and medical leave or additional sick leave; applies for or is receiving sick pay or long-term

disability benefits financed by the Company; and “fitness for duty” examinations.

8.6.6 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.

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

ARTICLE 9 OTHER EXCUSED ABSENCE

9.1 Bereavement/Pallbearer Leave. In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative. The length of time off will be at the discretion of the appropriate manager but not to exceed:

- five scheduled workdays during the four days immediately following the death plus the day of the funeral or the four days consecutive with the funeral, plus the day of the funeral for the following immediate family members: spouse, domestic partner, father, mother, son, daughter (includes step-parents and step-children and parents and children of domestic partner).
- three scheduled workdays during the two days immediately following the death plus the day of the funeral or the two days consecutive with the funeral, plus the day of the funeral for the following immediate family members: brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grand-father, grandmother-in-law, grandfather-in-law, grandchild, aunt, uncle.

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

Employees will be granted a personal holiday or day-at-a-time

vacation day to attend the funeral of nieces and nephews. Employees will be allowed to take a Personal Holiday or day-at-a-time vacation day to serve as a pallbearer if they are not otherwise provided time off under the provisions of this Article.

In the event the employee has already used all available personal holidays and day-at-a-time vacation days, he will be granted up to two (2) excused days off without pay.

If the death of a family member occurs directly prior to or while the employee is on scheduled vacation, those days remaining eligible for bereavement leave shall be changed to bereavement leave as of the date of notification of the death to the Company. The Company shall work with the employee and attempt to reschedule the suspended vacation time during the remainder of the calendar year based on the needs of the business. Should an employee not be able to reschedule the suspended vacation during the remainder of the calendar year based on the needs of the business, the employee may carryover this vacation in accordance with Article 6.9 as long as the employee's total carryover vacation does not exceed forty (40) hours.

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

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

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

- 9.4 Community Service Leave. Community service leave shall be granted with pay to a regular employee when the employee is required to testify in a court as a witness to, or the victim of, a crime, or the employee is serving as a judge or clerk of any election

(municipal, county, state or federal). Pay shall be as provided for jury duty, and subject to the same conditions.

- 9.5 Inclement Weather. Inclement weather will not cause an employee to suffer loss of time if they report in person to their headquarters and by decision of the Company, they are not sent out on a job or are returned from the job before their regular quitting time due to weather conditions.

To the greatest extent feasible, time during which employees are not able to perform their normal work because of inclement weather will be used for instruction and/or the maintenance of equipment, tools, and such other work as may be necessary.

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

ARTICLE 10 CONTRACTING AND TRANSFERRING WORK OUT

The Company may subcontract bargaining unit work provided that such contracting does not result in the lay-off or part-timing of any regular, full-time employees who regularly performed the work **being contracted in the impacted area designation as described in Article 2 Recognition and Area Designation and an additional 50 driving miles from the impacted work location within the state**. Employees who transfer to a different job title as a result of contracting will suffer no reduction in pay.

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

At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units may be required to work at Company locations within the bargaining unit jurisdiction performing bargaining unit work.

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.

When feasible, the Company will notify the applicable CWA Local Presidents within and outside of the bargaining unit where there is a need for an employee to cross Union jurisdictional boundaries for multiple consecutive days, explaining the reason the action is being taken.

When bargaining unit employees are assigned work within the jurisdiction of a different local union in which there exists a higher rate of pay for the same work, a wage differential will be paid. The wage differential shall apply for the entire time of the assignment. Employees in the progression steps shall receive the next higher wage rate that appears on the higher wage schedule. Employees at the top rate of the wage schedule will receive the top rate of pay on the higher schedule.

ARTICLE 11 SAFETY, SECURITY, AND HEALTH

11.1 The Company shall at all times make reasonable provisions for the safety, security, and health of its employees during the hours of their employment and the employees and the Union shall support and comply with such rules. Employees will not be required to work under any condition which is unsafe and injurious to health.

The Company shall institute and maintain reasonable and necessary precautions, as well as abiding by local, state and federal laws, for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of unhealthy and unsafe working conditions and practices.

11.2 Safety Footwear – Employees in certain job titles and work environments (typically field operations, construction, warehouse and central office environments) must regularly wear safety footwear (safety shoes/boots) that meets the current national standard, ASTM F2413-05 Class 75 (Impact-75/Compression-75). (ANSI Z14 1999 footwear is still allowed to be worn as long as the footwear is in good serviceable condition, as determined by the Company). The Company, in its sole discretion, and in accordance with OSHA standards, will identify the job titles and work

environments in which employees will be required to wear safety footwear.

Employees in the identified titles 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.

- 11.3** 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.

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 12 TOOLS, EQUIPMENT AND UNIFORMS

Tools and Equipment. The Company shall provide and maintain all tools and equipment. The employees agree to cooperate with the Company in maintaining such tools and equipment provided by the Company.

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

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

of the employee.

A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo.

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

ARTICLE 13 BULLETIN BOARDS

The Company shall provide space for Union bulletin boards in locations mutually agreeable to the parties. Only matters pertaining to authorized Union business shall be posted on such bulletin boards and such matters shall be posted only by the Union Steward, officer, or representative acting in such capacity.

ARTICLE 14 TELEPHONE SERVICE

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a telephone concession benefit. It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the concession benefits that are provided to non-bargaining employees at the same location.

ARTICLE 15 DISCIPLINARY ACTION

The Company shall have the right to discipline, up to and including discharge, probationary, temporary or occasional employees, and part-time employees who are normally scheduled to work fewer than twenty (20) hours per week, in its sole discretion and without recourse to Article 4 or 5, and to take such action with a regular employee for just cause.

ARTICLE 16
SICKNESS AND DISABILITY LEAVE BENEFITS

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

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

Vacation/Personal Holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence (STD waiting period). The employee must use all available Vacation/Personal Holiday hours before hours can be taken unpaid. If an employee does not have available Vacation/Personal Holiday hours, those hours for which Vacation/Personal Holidays are/is not available shall be non-paid. Employees with four or more weeks of vacation who have exhausted all other personal holiday hours and vacation except for one week, shall have the option of using vacation to receive pay while absent, or take the time as unpaid.

- 16.2 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.
- 16.3 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.

16.4 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. Short Term Disability hours are not included in the calculation of daily or weekly overtime.

- a) For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019, the STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the 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

For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019, the STD benefit under the Plan is seventy percent (70%) of the 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:	The benefits at 70% of Base Salary are paid for:
Less than one year	None
1 year or >	26 weeks

- b) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.
 - c) 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.
- 16.5 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.

Successive disabilities due to the same cause that are separated by thirty (30) calendar days or less of active full-time employment will be considered one disability.

- 16.6 The Company will provide all Worker's Compensation benefits required by statute to an employee who sustains an on-the-job injury. Workers Compensation hours are not included in the calculation of daily or weekly overtime.
- 16.7 For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019, the Company will provide an employee a salary continuation benefit (called **Supplemental** Worker's Compensation Pay or **SWCP**) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

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

For eligible employees that have completed one year of service. The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the **eighth (8th) calendar** day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset. **Employees with less than one year of completed service are not eligible for SWCP.**

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

- 16.9 **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 17 GROUP HEALTH PLANS

- 17.1 Description of Plans. The Company will provide a health care plan that includes medical, dental, vision, employee assistance plan (EAP), long-term disability (LTD), retiree life insurance, mental health and substance abuse program, prescription drug, and flexible spending accounts. Employees shall share in the cost of health care coverage, and the plan provisions and premiums shall be the same as those offered to management employees in the exchanges covered by this Agreement.
- 17.2 The Company will provide survivor protection plans that include Company paid basic life (1 x annual salary), AD&D (1 x annual salary), and Business Travel and Accident coverage. Optional coverages to include Voluntary Accidental Death and Dismemberment (VADD) and supplemental life insurance plans will be provided by the Company at the employee’s expense.
- 17.3 Source of Coverage. The Company may provide any of the coverage required by this Article 17 through insurance and/or self-funded plans.
- 17.4 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.
- 17.5 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, in compliance with Article 17.1.

- 17.6 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.
- 17.7 The Company will provide the Union at least 90 days advance notice before making changes to the plan. In the event the Company elects to terminate the healthcare plan (medical and prescription drug) and an alternative plan is not offered, the Company shall provide the Union no less than five (5) months and no greater than six (6) months notice of the termination of the healthcare plan. Upon request from the Union, the Company agrees to meet with the Union to discuss but not negotiate the changes.

17.8 Voluntary Benefits Program

Effective March 15, 2022, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program .

It is understood that employees will be responsible for the entire cost for each component of the Voluntary Benefits program. At its sole discretion, the Company may permit employees to have the required costs withheld through payroll deduction.

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

Voluntary Benefits program be terminated, the Company will provide a thirty (30) day notice to the Union.

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

ARTICLE 18 PENSION PLAN

- 18.1 The CenturyLink Retirement Component of the Brightspeed Pension Plan (referred to herein as the “Retirement Plan”) The retirement plans by reference is hereby made a part of this agreement.**
- 18.2 The Company will provide a defined benefit plan, currently known as the Retirement Plan for all Eligible Employees. Except as provided in Section 18.2(a through c) and 18.6 below, for employees entering the bargaining unit on or after March 13, 2008 and before July 1, 2015, the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For employees in the bargaining unit prior to March 13, 2008, the benefits shall remain the same except as set forth in section 18.2(a through c) and 18.6 below:**
- (a) Solely with respect to any Employee who is or becomes disabled as**

determined in accordance with the definition of disability in the LTD Plan, the Retirement Plan shall be **was** effective January 1, 2016 to provide that the employee's benefit accruals under the Retirement Plan will cease on the later of (1) January 1, 2016, or (2) the date the employee becomes disabled as defined by the LTD Plan because, at that time, the employee is terminated from active employment with the Company and no longer is on the Company's active payroll.

- (b) Hired, Rehired, or Transferred Employees On or After July 1, 2015 into CWA Local 6300, 6311, 6312, 6373.
 - (i) Any Employee who is first hired by the Company into CWA Local 6300, 6311, 6312 or 6373 on or after July 1, 2015 shall not be eligible to become an Eligible Employee under the terms of the Retirement Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.
 - (ii) Any Legacy **Brightspeed** Employee who is rehired or recalled by the Company into CWA Local 6300, 6311, 6312 or 6373 on or after July 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired or recalled by CWA Local 6300, 6311, 6312 or 6373 on or after July 1, 2015 to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being rehired **or recalled**. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired **or recalled** (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.
 - (iii) Any Legacy **Brightspeed** Employee who first becomes covered under the CWA Local 6300, 6311, 6312 or 6373 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 Local 6300, 6311, 6312 or 6373 Agreement) on or after July 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being covered under the CWA Local 6300, 6311, 6312 or 6373 Agreement on or after July 1, 2015, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the CWA Local 6300, 6311, 6312 or 6373 Agreement. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy **Brightspeed** Employee who first becomes covered under the CWA Local 6300, 6311, 6312 or 6373 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 Local 6300, 6311, 6312 or 6373 Agreement) or is rehired or recalled into CWA Local 6300, 6311, 6312, 6373 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in the Retirement Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later **becomes covered under** another union that allows benefit accruals under the Retirement Plan, service earned with CWA Local 6300, 6311, 6312 or 6373 prior to the **move from 6300, 6311, 6312, 6373** will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

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

(c) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.

- (i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant (“Participant”) who currently is, formerly was, or in the future will be, represented by Locals 6300, 6311, 6312 or 6373 will be taken into account for any purpose of the Retirement Plan after October 30, 2024 (the “Compensation Freeze Date”) or as soon as administratively feasible upon ratification. As a result, each Participant’s Accrued Benefit will be calculated using Final Average Pay (and its predecessor, “Average Annual Compensation,” as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment.**
- (ii) This change is not intended to reduce any Participant’s Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant’s Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment.**

18.3 The administration of the Retirement Plan and **Trust Fund** so as to provide the negotiated benefits shall be within the sole province and discretion of the Company. However, the preceding sentence shall not be construed to give the Company the right to unilaterally change or defer pension benefits and provided further that the Company shall negotiate with the Union prior to making any change to those benefits.

18.4 The Company shall have the sole right and discretion to make changes in **the Retirement Plan** which it deems necessary to comply with legal requirements and/or to maintain the qualification of the **Retirement Plan**. The Company retains the right to make such changes in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the **Retirement 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 Plan**, or to administer plans in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to **the Retirement Plan**, which is subject to its plan terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the **Retirement Plan** documents, the terms of the **Retirement Plan** documents shall govern. Administration of the **Retirement Plan** and, as described in Section 18.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

18.5 **The Retirement Plan and its administration are not subject to the grievance and arbitration procedures in Articles 3, 4, and 5 of this Agreement.** All disputes or complaints and any other issues arising out of or in any way connected with the **Retirement Plan** shall be exclusively resolved in accordance with the underlying **Retirement Plan** procedures and ERISA.

18.6 Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Plan to provide a lump sum benefit payment option to such Participants represented by CWA Local 6300, 6311, 6312 or 6373, effective as of the date specified in the Retirement Plan. Such

Participants represented by CWA Local 6300, 6311, 6312 or 6373 who elect to receive their Accrued Benefit in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan. This Section is not, and is not intended to be, an amendment of the Retirement Plan which can only be amended by authorized persons designated by the Retirement Plan terms. Further, the benefit, rights, and obligations under the Retirement Plan and negotiated pursuant to this Section are separate, distinct **and in addition to** benefit, rights, and obligations negotiated pursuant to the Memorandum of Agreement titled "Lump Sum Payment Option" which applies solely to Eligible Employees who are Participants who entered into the bargaining unit before March 13, 2008.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Plan to provide a lump sum benefit payment option pursuant to the Section is within Company's sole and complete discretion. If the Company, however, amends the Retirement Plan to provide a lump sum benefit payment option pursuant to this Section, the Company may, subject only to the Retirement Plan's terms and applicable law, eliminate the lump sum benefit payment option under this Section 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 to the terms of the Retirement Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Participant and to any Accrued Benefit of any such Participant, regardless when accrued, shall be subject to collective bargaining and applicable law. **The operation and administration of the Retirement Plan, the calculation of benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Plan shall rest with the Company and its delegates, shall be determined only**

under the terms of the Plan, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

ARTICLE 19 WAGES

19.1 See Exhibit B – Wage Schedules

19.2 Differential Payments.

19.2.1 Employees assigned by the Company to be in-charge shall be designated Lead Person and shall be paid one dollar and seventy five cents (\$1.75) per hour above their appropriate rate after working for one (1) hour during such assignment.

The Company shall notify the employee of the date the assignment will commence and the date the assignment shall terminate.

19.2.2 An employee who works a regular shift, any part of which falls between 9:00 p.m. and 6:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour for all hours actually worked between 9:00 p.m. and 6:00 a.m.

The Company shall notify the employee of the date the assignment will commence and the date the assignment shall terminate.

19.3 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:

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

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

- 19.4 **Standby** shall first be offered on a voluntary basis. In the absence of qualified volunteers, management will rotate **Standby** among the qualified employees in inverse order of seniority. If two or more qualified employees volunteer, such **Standby** shall be rotated among the qualified volunteers. A **Standby** schedule will be posted in each affected work group. **Standby** status may be assigned within the employee's normal location as well as any contiguous areas, and regardless of supervisory or reporting relationships.
- 19.4.1 If **Standby** assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade days or weeks with another employee, subject to supervisory approval. Any trading arrangements will be the responsibility of the employee and are subject to supervisory review and approval.
- 19.4.2 It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums, or overtime provisions of the collective bargaining agreement.
- 19.4.3 Employees who participate in **Standby** schedules shall be compensated at the rate of **\$35.00** for a scheduled work day, **forty (\$40.00)** for a nonscheduled work day, or **sixty (\$60.00)** for a holiday. Employees assigned to such duty must be available and accessible during the term of the assignment in order to receive this compensation. Contact with the employee will be by telephone and/or pagers as determined by the Company. Employees will be required to respond immediately when they are contacted. Employees on **Standby** must remain "fit-to-work" while they are assigned to **Standby**.
- 19.4.4 If an employee on **Standby** is called to perform work, he/she will receive at least the applicable minimum payment (as specified in Article 26.1.2) for the first "call-out" each day, in addition to the **Standby** pay. Compensation beyond the first "call-out" each day will be based on actual hours worked.
- 19.4.5 The use of this **Standby** plan does not supersede normal call-out procedures if additional employees are required to

work. Callout Hours worked by employees on **Standby** will be included in the overtime equalization provisions of the Collective Bargaining Agreement.

19.4.6 When participating in **Standby** the employee may be granted permission, where practical, to take a Company vehicle home. The use of this vehicle is limited to conducting Company business or as approved by management. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood that the vehicle and tools are not available for personal use.

19.5 Employees who successfully bid or who are temporarily assigned to a higher rated **titles** shall be paid at the next higher pay rate from their present pay rate on the higher **titles** pay schedule. Eligibility for this increase on temporary assignments begins after the employee works one (1) hour or more in the higher rated **title**.

ARTICLE 20 UNION SECURITY

It shall be a condition of employment that all employees of the Company covered by this agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. The Union agrees that the Company assumes no liability in the administration of this Article, and the Union further agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary or otherwise.

ARTICLE 21
MANAGEMENT RESPONSIBILITY

- 21.1 Management Responsibility. It is the exclusive responsibility of the Company to manage the business and direct the work force except where expressly and specifically modified, limited, or restricted by the provisions of this Agreement. This shall include, but not be limited to, determining the size of the work force and the number of employees needed at any particular time or place; using improved methods, material or equipment; determining work assignments and tours; developing and administering work standards and performance requirements; and being the sole judge of the quality and acceptability of communications services rendered to the public. All other customary management rights shall be reserved solely by the Company.

Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal appearance and dress, 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.

Company will provide 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. Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

- 21.2 Productive Work. The Company acknowledges a policy that management employees will not perform substantial productive work of the same type or nature as normally assigned to bargaining unit employees as covered in Section 2.1. It is understood, however, that it is a normal function of management to perform productive work under conditions of emergencies, enforcement of safety practices, inspection of work completed by bargaining unit employees, work incidental to the training of employees or to management duties, and

when a qualified employee is not available or cannot be assigned with reasonable dispatch.

ARTICLE 22 PAYROLL DEDUCTION OF DUES

- 22.1 The Company will make collection of Union dues once each month and one (1) initiation fee through payroll deduction from employee's pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the respective Company. (Said authorization form is attached hereto and made a part hereof as "Exhibit A".)
- 22.2 The Company agrees to remit all such payroll deductions to the Secretary-Treasurer of the International C.W.A. Union on a monthly basis at an address to be furnished in writing to the Company. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made together with the reasons therefor.
- 22.3 The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the dues deduction authorization forms.
- 22.4 The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of dues/fees collection from employees and subsequent transfer to the Union. This shall include all claims, demands, actions, lawsuits or any other forms of liability, monetary or otherwise (for example, claims for reinstatement or reemployment).
- 22.5 The Company's obligations under this Article 22, 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) except for a period of thirty (30) days past the original expiration. Upon expiration of the thirty (30) day period, and following personal 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, by providing the Union with thirty (30) days written notice. Discontinuance of payroll deduction of union dues shall take effect the first payroll period following the thirty (30) days notice.

Notwithstanding the foregoing general provision, to the extent that union members are engaged in a strike, sympathy strike, work stoppage, slowdown, concerted refusals to work overtime or other activities resulting in an interruption to the business, the thirty (30) day waiting period and thirty (30) day notice period is null and void and the Company after providing the union a forty-eight hour opportunity to cause the cessation of such activity, may, at its sole discretion and without negotiation immediately discontinue the payroll deduction of union dues, until the parties have successfully negotiated a successor Agreement which offers employees a check off option. The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues checkoff obligation.

ARTICLE 23 NO STRIKE - NO LOCKOUTS

- 23.1 During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises or locations where Company employees are working. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities. However, nothing in this Section 23.1 shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.
- 23.2 During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.
- 23.3 In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee engaging in any activity in violation of Section 23.1 shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

- 23.4 Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE 24 SENIORITY - ALL DEPARTMENTS

- 24.1 Probationary Period. New employees and part-time employees shall serve in a probationary status for at least one thousand forty (1,040) straight-time hours worked and may be disciplined up to and including termination in the Company's sole discretion without cause and without access to Articles 4 and 5. Except for part-time employees who are normally scheduled to work fewer than twenty (20) hours per week, a full-time employee who successfully completes this period shall become a "regular" employee, and will acquire seniority as of the initial date of hire. A part-time employee who is regularly scheduled to work twenty (20) hours or more and accumulates the one-thousand forty (1,040) straight-time hours worked will receive a seniority date equal to six (6) months prior to the date on which the hours were worked.
- 24.2 Seniority. The term seniority, as used in this Agreement, shall mean the length of continuous service with **Brightspeed of Missouri, Inc.** or any of its predecessors or affiliates, including Spectra. For employees of GTE/Verizon who were active employees working in the exchanges purchased by the Company on August 1, 2000 or September 1, 2002, and became active employees of Spectra on that date, it also includes the seniority recognized by GTE/Verizon as of that date. Seniority ceases to exist at any separation from employment, regardless of the reason or cause, subject to possible Bridging of Service as described below.

The term seniority, as used in this Agreement, shall mean the period of accredited service, as determined by Company records. Part-time employees do not carry a Union seniority date. Accredited service earned as a part-time employee will not count toward Union seniority unless the employee becomes a regular full-time employee. **Brightspeed** Bargaining employees who transfer into the bargaining unit as a regular full-time employee without a break in service, will carry their seniority with them provided the labor agreement from which the employee is transferring from has a reciprocal agreement.

- 24.3 Bridging of Service. Upon re-employment, 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.

24.4 Layoff shall be considered temporary when an employee laid off is re-employed within twelve (12) months from date of layoff.

24.5 Seniority Lists. The Company will furnish the Union upon request a seniority list showing each employee's seniority and job **title**; however, such request shall not be made more often than once every three (3) months.

24.6 Loss of Seniority

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

24.6.1.1 Any resignation from employment;

24.6.1.2 Any termination of a probationary, occasional or temporary employee, or of a part-time employee who was regularly scheduled to work fewer than twenty (20) hours a week, or any termination of a regular employee for just cause;

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

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

24.6.1.5 Failure to report to work on the date specified in any recall from layoff notice mailed at least fifteen (15) calendar days in advance to the last address listed in the employee's personnel file unless the employee has earlier received Human Resources' written approval for an adjusted return date.

- 24.7 New and Modified Job Titles. Whenever the Company determines it appropriate to create a new job title in the bargaining unit or to make substantial modifications to an existing job title it, shall be handled as follows:

The Company shall notify the CWA Staff Representative in writing at least fourteen (14) calendar days before the new or modified job title is staffed or implemented, and shall identify the job title, job duties and the proposed wage rate.

The Union shall have the right within thirty (30) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or schedule. If the Union does not initiate such negotiations, the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, the Union may submit the issue to arbitration in accordance with Article 5 of this Agreement. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

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

- 24.8 Temporary Employees. Temporary employees who become regular employees without a break in service shall, upon completion of their probationary period, be granted seniority for that temporary service time which was contiguous with their change to regular employee status. Time spent as a temporary employee will count toward satisfying the probationary period.
- 24.9 Temporary Assignments. An employee may be temporarily assigned, without regard to seniority, to work in another **title** or capacity to meet the needs of the service, to provide continuous employment, or to relieve other employees who are temporarily absent due to illness, injury, vacation or similar reasons. Temporary assignments shall be first offered

to qualified volunteers. In selecting employees for training in specific job titles, Company will consider seniority and relevant factors.

ARTICLE 25 JOB VACANCY ALL DEPARTMENTS

- 25.1 When, within each Area a vacancy occurs in an existing title, such vacancy will be filled in accordance with this Article. Employees shall not be eligible for transfers or bids unless they have served in their present position for a minimum period of twelve (12) months. This restriction may be waived by the Company when required by conditions of business or personal reasons affecting the employee.
- 25.2 Job postings will be available on-line on the Company's internal website, and, at the Company's discretion, may also be posted on external websites used for that purpose. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids and applications from outside of the bargaining unit or outside of the Company. The vacancy notice shall be posted for a period of seven (7) working days.
- 25.2.1 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 applicant's background, training and overall qualifications and the reasons the applicant should be considered for the position.
- 25.2.2 For bargaining unit employees, the job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.
- 25.2.3 Employees moving to higher rated positions will be placed at the appropriate wage step next higher than the employee's previous rate or two (2) steps higher if the wage step next higher results in an increase of less than twenty cents (\$.20) per hour, and not across the schedule in line with the employee's wage progression step. Employees moving to lower rated positions will be placed at **their current wage progression step in the wage schedule of the new job title**

in accordance with Exhibit B. Any subsequent wage increase will be made in accordance with Article 19.3.

25.3 Bidding Procedures

- 25.3.1 It is understood the Company may consider candidates outside the Company and/or bargaining unit whenever filling vacancies. The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. In order to be considered a candidate for selection, the applicant must successfully pass any reasonable and appropriate tests used by the Company for the position. If the applicant 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. It is understood that the Company may not have access to some of the same information (for example, attendance and any performance evaluations) on outside applicants but will make reasonable attempts to obtain such information. 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. In the event an internal candidate is deemed the most qualified the job shall be offered to him/her. In the event multiple internal candidates are determined to be most qualified by the Company, seniority will govern.
- 25.3.2 The Company will notify selected candidates of their selections within ten (10) calendar days.
- 25.3.3 In the event there is any dispute as to the most qualified candidate and a grievance is filed, each party shall identify the specific factual basis for its position during the grievance discussions.
- 25.3.4 Temporary openings in jobs will not be considered promotions for the purposes of this Article. The job of leadperson shall not be considered a promotion for the purposes of this Article.

- 25.3.5 An employee promoted to a new position will be given up to ninety (90) calendar days to demonstrate his/her qualifications and abilities. If he/she does not qualify within such time, he/she shall be returned to the position formerly held.

ARTICLE 26 OVERTIME AND SUNDAY TIME - ALL DEPARTMENTS

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 callout.**

When administratively feasible, management will endeavor to notify employees of the requirement to work same day mandatory overtime by no later than four (4) 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.

26.1 Overtime and Sunday Time

- 26.1.1 The overtime rate is one and one-half (1.5) times the basic hourly rate of pay and is paid under the following conditions:
- a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday.
 - b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek.
 - c) All hours worked on Sundays.

- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 26.

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

- Scheduled vacation, personal holiday.
- First 8 hours worked or not worked on a recognized holiday.
- First 8 hours worked on a Sunday.
- Paid union time off for joint meetings with the Company.

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

- Bereavement, Jury Duty, Witness Duty, Short-Term Disability (STD), Workers Compensation, Military, unscheduled vacation/personal holiday, **inclement weather (does not apply to Section 9.5)** and any other paid time off not listed above.
- Any non-paid time off, including non-paid union time.
- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold).
- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.

- 26.1.2 Employees called out shall receive not less than two (2) hours pay at the rate of one and one-half (1½) times the straight-time rate starting when they are called and continuing until they return home except when such overtime begins fifteen (15) minutes or less after having been released from duty or when such overtime continues to the beginning of a scheduled tour, in either of which events, the minimum call-out payment shall not apply.

- 26.1.3 The opportunity for overtime shall be distributed **as equally as possible** among the employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules. Any error in the assignment of overtime will be corrected at the next opportunity for assignment of overtime. The overtime list will be made available every pay period.
- 26.1.4 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 (½) hour at the rate of one and one-half (1½) times the straight time rate. Discussions longer than one-half (½) hour shall be paid in one-half (½) hour increments.

ARTICLE 27 WORK SCHEDULES - ALL DEPARTMENTS

27.1 Work Schedules

- 27.1.1 Subject to any changes made prior to noon of each Thursday, work scheduled for the next calendar week shall be officially posted or furnished by the Company to show each employee the scheduled hours he/she is to work that week, the starting and ending times of each daily tour, makeup of his scheduled workweek and the length of time allowed for meals. Such meal periods shall include travel time for the purpose of obtaining such meals.
- 27.1.2 Subject to the provisions of Article 26, OVERTIME AND SUNDAY TIME, work schedules may be changed without prior notice to meet service requirements.
- 27.1.3 Normally such work schedules shall not include more than five (5) eight (8) hour tours per calendar week starting on Sunday and ending on Saturday.
- 27.1.4 Subject to the needs of the business as determined by management, employee preference in order of seniority shall be taken into account in the assignment of hours.

27.1.5 A fifteen (15) minute relief period in each session (one-half (½) of a tour) shall be allowed. Those fifteen (15) minute periods will be considered and paid for as time worked.

27.2 Ten- (10-) Hour Day/Four- (4-) Day Week.

27.2.1 Company and Union agree that in certain administrative work units or work groups, it may be beneficial to employees and in the best interests of the business to establish a four- (4-) day/ten- (10-) hour schedule as a normal work week. This practice may be cancelled by either party by thirty (30) days written notice.

27.2.2 Except as modified below, the provisions of this Agreement shall otherwise apply to bargaining unit employees on four- (4-) day work week schedules.

27.2.2.1 The Company shall determine the eligible job **titles** and locations. Participation in the ten- (10-) hour, four- (4-) day week shall be determined by a majority vote of the eligible work group. The Company may also present such work weeks to employees by seniority on an individual basis or to groups of employees. If an employee should be unable to work the ten- (10-) hour, four- (4-) day week because of overriding domestic reasons, the schedule shall not be made mandatory.

27.2.2.2 Transfers/changes to or from a four- (4-) day workweek should, when practical, be made at the beginning of a work week.

27.2.2.3 The normal work week shall consist of four (4), ten- (10-) hour tours scheduled on consecutive days unless a service emergency clearly dictates an exception. For purposes of this agreement, a “tour” shall be defined as “The entire scheduled work day of an employee, which will be ten (10) hours or less.”

- 27.2.2.4 Overtime will be paid when an employee works in excess of ten (10) hours per day, or in excess of forty (40) hours in a work week.
- 27.2.2.5 Whenever a designated holiday is observed during the week, management shall change the four/ten (4/10) schedule to a five/eight (5/8) schedule.
- 27.2.2.6 Personal Holidays will be converted to hours up to a maximum of **fifty-six (56)** hours. An employee scheduled off for a Personal Holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total holiday hours.

Holidays must be scheduled in increments of ten (10) hours or eight (8) hours, unless the remaining total hours are less than eight (8) hours.

Employees with less than eight (8) hours may, with management consent, schedule the remaining hours during days off or on scheduled days and be compensated at the straight-time rate only for the remaining balance of hours.

Personal holidays scheduled on days off will not count toward the work week for overtime purposes.

- 27.2.2.7 Absence for bereavement, jury, witness, or community service will be compensated on a ten- (10-) hour basis.
- 27.2.2.8 Employees electing to take day-at-a-time vacations will do so on a four- (4-) day, ten- (10-) hour basis. In no case shall they receive in excess of forty (40) hours vacation pay per week. Weekly vacations will be taken on a five- (5-) day, eight- (8-) hour basis.

- 27.2.2.9 Incidental absences due to illness will be compensated on a ten-(10-) hour basis.
- 27.2.2.10 Employees working the four- (4-) day, ten- (10-) hour schedule will be reimbursed for evening meal expense of nine dollars (\$9.00) if the employees work three (3) hours beyond the end of their scheduled tour and have worked in excess of thirteen (13) hours that day without a meal break during the last session.
- Under no circumstances will board and lodging allowances and the evening meal allowance be paid the same day, nor will a shift differential payment and the evening meal allowance be paid the same day.
- 27.2.2.11 Employees working a four- (4-) day, ten- (10-) hour schedule who are assigned to a higher **title** shall be paid in accordance with Section 19.5.
- 27.2.2.12 Disputes arising out of the application or intent of this agreement, except for Company's right to cancel this provision on written notice, shall be subject to Articles 3, 4 and 5.

ARTICLE 28 PLACE OF REPORTING

The place of reporting for employees of the Company shall be the central office, garage, storeroom, or other locations designated by the Company.

Time spent in traveling between such places of reporting and place of work at the beginning and end of the work period and time spent during the work period shall be counted as work time and so paid. Transportation incidental to travel time covered herein will be furnished by the Company or will be by means of other transportation approved by the Company.

If an employee, with the approval of the Company, elects to use his own automobile in lieu of other transportation referred to herein, the Company will reimburse the employee at the current non-taxable IRS rate.

When an employee is temporarily assigned to a reporting location that is not his permanent place of reporting, the following applies: Reimbursement for mileage (if personal vehicle is used) shall be reimbursed at the IRS non-taxable rate; and travel time shall be paid as time worked at the appropriate wage rate.

ARTICLE 29 EVENING MEAL EXPENSE

An employee working a tour normally expiring prior to 7:00 p.m. who is required to work overtime a minimum of three (3) hours beyond their scheduled tour and who is not given an opportunity to go home to eat, shall be given an evening meal allowance of eight dollars (\$8.00) for an evening meal which shall be eaten on non-company time.

ARTICLE 30 BOARD AND LODGING

30.1 Work Assignments. An employee assigned away from his designated reporting center may be required to stay overnight at or near the work locations. When he is required to stay overnight, the Company will pay for board and lodging. Meal allowance will not exceed thirty six dollars (\$36.00) per day.

30.2 Allowance for Schools/Training Requiring Overnight Lodging.

30.2.1 Employees attending schools/training requiring overnight lodging will be furnished transportation to the school and lodging by the Company. The Company shall reimburse the employee a meal allowance not to exceed thirty-six dollars (\$36.00) per day. In lieu of thirty-six dollars (\$36.00) per day allowance, the employee may be permitted to submit actual receipts for meal expenses not to exceed reasonable and ordinary costs for the area with prior management approval. Meal allowances or actual expense option shall be determined prior to travel. The employee must select one option only. A laundry allowance not to exceed ten dollars (\$10.00) per week will be furnished by the Company starting with the second week.

30.2.2 All time spent traveling at the Company's request shall be paid as time worked at the appropriate rate.

30.3 Allowance for Schools/Training Not Requiring Overnight Lodging.

30.3.1 Employees attending schools/training that does not require overnight lodging will be furnished transportation to the schools/training by the Company unless the distance from their residence to the school/training location (as measured on the official State of Missouri road map) is less than the distance between the employee's residence and his permanent place of reporting. If the distance is less, the employee will provide his own transportation.

30.3.2 Employees attending schools/training which extend beyond their normal lunch hour will be reimbursed as provided for in Article 30.4. This provision will not apply if the Company provides a noon meal.

30.3.3 All time spent traveling at the Company's request shall be paid as time worked at the appropriate rate.

NOTE: This section does not apply to on-site training at the employee's permanent place of reporting.

30.4 Partial Days. Partial days, not requiring consumption of all meals, will be reimbursed as follows:

Breakfast only -	\$ 8.00
Lunch only -	\$10.00
Dinner only -	\$18.00

Actual meal expenses may be submitted as provided for in Article 30.2.1 with supervisory approval.

30.5 Personal Vehicle Use. If an employee, with the approval of the Company, elects to use his/her own vehicle in reporting to and returning from a Company school or training session, in lieu of other transportation referred to herein, the Company will reimburse the employee at the current IRS non-taxable rate for the mileage difference between the mileage from the employee's residence to his/her permanent place of reporting and the mileage from the employee's residence to the school he/she is attending.

ARTICLE 31 FORCE ADJUSTMENT

- 31.1 General. In the event the Company determines a need to reduce the number of employees in one (1) or more job titles covered by this Agreement, the reduction shall be deemed a force adjustment.
- 31.2 Layoff Notice. Whenever possible, the Company shall give to the Union and the employees affected thirty (30) days' notice of all proposed layoffs.
- 31.3 **Release of Contractors – In the event of a reduction in a work group, contractors in the impacted area designations will be released before any bargaining unit employees.**
- 31.4 Layoff of Temporary and Part-Time Employees. In the event of a reduction in a work group, all temporary and part-time employees in the job title and Area where the surplus exists shall be laid off in inverse seniority order prior to the application of Section 31.5 of this Article. Temporary employees shall be laid off prior to part-time employees.
- 31.5 Voluntary Termination Offer. To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to reduce and/or eliminate the surplus by offering voluntary termination, in seniority order, to employees in the affected job title(s) and location(s). Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article 32 of this Agreement that would be provided to the least senior employee in the affected job title and location and will receive all other entitlements due them.

The Company shall have the right to offer an enhanced termination allowance over and above the provisions set forth above. In the event the Company decides to offer an enhanced voluntary termination, the Company shall communicate its intentions and the details to the Union prior to extending any offer to employees.

31.6 Layoff of Full-Time Employees

- 31.6.1 In the event a surplus condition remains after the application of Article 31.3 and Article 31.4 above, the least senior employee in the job **title** and location where the surplus

exists may elect to receive Termination Pay as provided in Article 32, elect to relieve the least senior employee in the same job **title or a previously held job title** located in the exchange nearest to that at which the surplus exists and where such less senior employee(s) are located, provided such exchange is within the work group; **or elect to displace a contractor performing the same or similar work functions in a different area designation as outlined Article 2, Recognition and Area Designation.**

It is understood and agreed that the bumping employee must have previously held the job title and have the skill and ability to perform the new job with a minimum of on-the-job refresher training and familiarization (defined as three weeks or less) as determined by the Company. If formal classroom training is required to perform the work, the employee will not be eligible to bump.

In the event that the least senior employee in the job title and location where the surplus exists is also the least senior employee in the job title in the work group, Article 31.5.3 shall apply.

NOTE: A work group is defined as a group of employees within the same job title reporting to the same first-line supervisor. In some cases this would include more than one (1) work location. In work locations having more than one (1) work group of the same job title, these will be considered the same work group for the purpose of this section.

- 31.6.2 An employee displaced as a result of Article 31.5.1 may elect to receive Termination Pay as provide in Article 32, or, may elect to relieve the least senior employee in the same job title in the work group.

In the event that the displaced employee is also the least senior employee in the job title in the work group, Article 31.5.3 shall apply.

- 31.6.3 The least senior employee in the work group may elect to receive Termination Pay as provided in Article 32, or, may elect to relieve the position of the least senior employee

within the Area that the displaced employee is qualified to immediately fill.

31.6.4 The less senior employee in the Area may then elect to receive Termination Pay as provided in Article 32, or may elect to relieve the position of the least senior employee within the state that the displaced employee is qualified to immediately fill.

31.6.5 Provided there exists a vacancy within the state that the employee to be released is qualified to immediately fill, they may elect to participate in the process as provided under Article 25 to avoid being laid off. If no such vacancy exists, or, if the employee declines an opportunity to bid or transfer to avoid being laid off, the employee shall be laid off with Termination Pay as provided in Article 32. **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 above.**

31.6.6 Employee may not relieve another employee in a higher wage group.

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

31.6.8 In all situations associated with Reduction in Force in accordance with the Article 31, Force Adjustment, the Company will pay moving expenses in accordance with the Memorandum of Agreement, Hourly Relocation Plan.

31.7 Recall After Layoffs.

31.7.1 Regular employees who are laid off shall be called back to their former job title or any position within the same wage group the employee had previously held in order of their seniority; i.e., the last employee laid off shall be the first employee called back.

31. 7.2 The Company shall notify the laid off employees in writing by certified mail, sending the Union a copy of its letter. The letter shall be sent to the last known address as shown on Company records.
31. 7.3 Laid off employees shall either report to work or obtain Human Resources' written approval for an adjusted return date within the time period established in Section 24.6.1.5.
31. 7.4 The Company is not obligated to recall employees who have been laid off continually for more than eighteen (18) months from the effective date of the layoff; or employees with less than six (6) months of net credited service at the time the employee was laid off.
- 31.8 Refusal of Recall to Lower Paid Jobs. An employee having a seniority status who, after having been laid off, is offered recall in a lower paid job than that held by the employee when laid off, may refuse such a job without otherwise affecting his/her position on the seniority list.
- 31.9 Qualified as used in this Article shall have the meaning in Section 31.5.1.
- 31.10 No Reduction in Headcount Overall. In cases of work force adjustments where the Company has determined a need to reduce a job title in one reporting location and increase it in another reporting location, the Company will give consideration to volunteers on the basis of qualifications and seniority in the reporting location being reduced and transfer the required number of qualified employees to the reporting location being increased. If there are not enough volunteers, the Company may affect a transfer under the following guidelines:
- 31.11 The employee(s) to be transferred may bump the least senior employee in the same area in the same job title.
- 31.12 It is understood and agreed that an employee exercising a bump right has no choice of work location(s). Rather, the employee must bump the least senior employee in that job title in that area.
- 31.13 When the employee's reporting location is changed which requires a change in residence (defined as 50 miles or greater driving distance

one-way from their current reporting location to the new reporting location), the Company shall pay physical moving expenses in accordance with the CWA Hourly Relocation Plan. The payout of moving expense packages shall not exceed the number of positions reduced from the original location(s). Seniority shall be the determining factor when the requests for moving expense exceeds the number of positions reduced from the original location(s).

- 31.14 The job at the new location under this Section will be exempted from the normal job posting/bidding procedure.
- 31.15 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.
- 31.16 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.
- 31.17 An employee electing not to transfer to a new reporting location to remain employed will be considered to have voluntarily terminated and shall not be considered a permanent layoff. Only an employee eligible for relocation expense and electing not to transfer to a new reporting location shall be eligible for termination pay in accordance with Article 32.

**ARTICLE 32
TERMINATION PAY**

- 32.1 Regular employees whose service is terminated by permanent layoff shall receive termination pay in a lump sum at their regular basic straight-time hourly rate according to the following schedule:

No. of Years of

<u>Net Credited Service</u>	<u>No. of Weeks' Pay</u>
Less than 1 year	None
1 but less than 2	2

2 but less than 5	5
5 but less than 7	8
7 but less than 10	13
10 but less than 15	22
15 but less than 20	28
20 and over	32

However, in no event shall termination pay exceed \$38,000.

In the event of a program of lay-off due to technological change, a transfer shall be offered in accordance with the provisions of Article 24 SENIORITY. Failure to accept a transfer shall not deny termination pay to the employee concerned provided he is terminated.

Such termination allowances shall be in addition to earned pay and vacation pay to which employees may be eligible and without regard to unemployment compensation; subject, however, to the following provisions:

- 32.2 An employee who has once been paid termination allowances in accord with the above schedule, has been rehired and again laid off, shall receive payments computed on the basis of his total service less the payments previously received.
- 32.3 If an employee who has received a termination allowance is rehired and the number of weeks since the date of his layoff 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 deduction at the rate of ten percent (10%) of his weekly earnings.

ARTICLE 33 CONFLICT OF INTEREST

- 33.1 The Company and the Union agree that employees covered under this Agreement are not authorized to engage in gainful employment, supplementary to Company employment, in the activity areas of sales, operations, maintenance, repair, design, construction, or installation of customer-owned or leased equipment that is interconnected with Company lines and/or central offices and which provides a service, feature, or facility that the Company has or may have available.

- 33.2 Gainful employment under this Article includes personal work effort, direction or training of other persons or consultative advice for any form of remuneration for services rendered.
- 33.3 Any advice by an employee for the intended purpose of discouraging any potential or actual customer from utilizing service offerings of the Company will be considered as an act of serious disloyalty.

ARTICLE 34 EEO AND ANTI-HARASSMENT COMMITMENT

- 34.1 Company and the Union agree that the provisions of this agreement will be applied without discrimination to all person regardless of race, color, religion, ancestry, sex, national origin, marital or veteran status, physical or mental disability, age, or any status otherwise protected under applicable federal, state, or local law, unless it is a bona fide occupational requirement reasonably necessary to its operations.
- 34.2 Company will provide a working environment free from all forms of unlawful harassment including, but not limited to, harassment based on the statuses recognized in Section 34.1.
- 34.3 An employee who is subjected to, witnesses or suspects any violation of Sections 34.1 or 34.2 shall immediately report the matter directly to Human Resources. Alternatively, the employee may report the matter to any shop steward or Union representative, who in turn shall immediately report the matter to Human Resources so that the Company can discharge its legal obligation to timely investigate.
- 34.4 The words “he” or “she” are used in this Agreement and any Appendices for explanatory purposes only and do not refer to the actual sex of any person.

ARTICLE 35 MISCELLANEOUS

- 35.1 Since work time is for work, there will be no Union activity during working time except that necessary in connection with the processing of grievances pursuant to Article 3 hereof.
- 35.2 The Union agrees for its members individually and collectively that they will perform loyal and efficient work and service and that they

will use their influence and best efforts to protect the property and interests of the Company, its good name, and its service to the public.

- 35.3 The Company will pay the base wages for up to two employees designated by the Union to participate in negotiations of this primary Agreement. Pay will be for normally scheduled work time lost due to time spent in negotiations or immediately associated with joint sessions. No more than one employee from a department will be paid.
- 35.4 Employees approved for advanced technological training courses and paid for by the Company may be required to sign a retention/reimbursement agreement of a specified length not to exceed one year prior to acceptance for the training. In the event an employee voluntarily separates from the Company prior to the lapse of any retention agreement, the employee shall be obligated to repay the cost of the training program prorated based on the length of time remaining on the retention/reimbursement agreement.

ARTICLE 36 CONTENTS OF AGREEMENT

- 36.1 It is agreed that practices and/or policies of any prior owners of the properties covered by this Agreement shall not be binding on either party unless any such practices and/or policies are set forth in this Agreement.
- 36.2 Nothing in this Agreement shall be interpreted to require the parties to act contrary to any State or Federal law, governmental authority or declaration. In the event any such condition arises, it is agreed that upon request by either party within ten (10) calendar days thereafter, the parties shall enter into negotiations for purposes of arriving at a mutually satisfactory replacement of any such provision. If the parties are unable to reach a solution within thirty (30) calendar days from the commencement of negotiations, or by any mutually agreed deadline thereafter, the remaining provisions of the Agreement will remain in full force and effect and the matter shall be deemed resolved until expiration of this Agreement.
- 36.3 This Agreement contains the entire agreement between the Company and the Union. There are no oral agreements which have not been reduced to writing for inclusion in this Agreement, and no changes

shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the Union.

- 36.4 **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 ninety (90) calendar days after notice of ratification.**

ARTICLE 37 RETIREE LIFE INSURANCE BENEFITS

The Company shall provide retiree life insurance benefits to its employees who become eligible as a retiree upon retirement as set forth in the **Brightspeed** Life Insurance Plan which is a component plan of the **Brightspeed** Welfare Benefits Plan. An employee who terminates with a deferred vested benefit but is not eligible for a full pension is not a “retiree.” The benefits will be described and explained to eligible retirees in a Summary Plan Description which the Plan Administrator will prepare for the Plan. The provision of these retiree benefits shall not survive the term of this Agreement and shall terminate upon the expiration of this Agreement which means the Company has the discretion and authority to terminate these retiree benefits. The Company-sponsored retiree life insurance benefit plan shall be administered solely in accordance with its provisions. The administration of the plan and all terms and conditions related thereto, and the resolution of any disputes involving the terms, conditions, interpretations, and administration of benefits payable shall be determined by and at the sole discretion of the Company and the Plan Administrator, respectively. No matter concerning the plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the collective bargaining agreement but instead subject to the plan’s claims and appeals procedures.

ARTICLE 38 RECOGNITION AND/OR INCENTIVE PROGRAM

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to

the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is agreed and understood that all customer contact employees may be required to make referrals of Company products and services and perform informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program. The Company shall not implement a sales quota program that could result in discipline.

ARTICLE 39 ADOPTION ASSISTANCE

Effective March 17, 2015, and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

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

ARTICLE 40 DURATION OF AGREEMENT

This Agreement, dated the 15th day of March, **2022**, when signed by the proper officials of the Company and the Union shall be effective from March 15, **2022**, to and including the **30th day of October, 2027** and shall continue in full force and effect thereafter, unless either party shall give written notice of its desire to enter into negotiations for a successor agreement at least 60 days prior to expiration. If neither party gives timely notice, then either party shall have the right to terminate this Agreement on 90 calendar days' written notice at any time thereafter.

**ARTICLE 41
HOME GARAGING**

Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 21.1. However, employee participation in Home Garaging, where offered, will remain voluntary.

IN WITNESS WHEREOF, **Brightspeed of Missouri, Inc.** and Communications Workers of America, AFL-CIO, have caused this Agreement to be duly executed on the behalf of their respective officers, duly authorized, on and as of the day and year aforesaid.

Brightspeed of Missouri, Inc.

Communications Workers of
America



Jeff Mitchell
VP Field Operations

Kara Hutchason
CWA Representative



John Sabat
Director
Labor Relations

Company Negotiating Committee:

Union Negotiating Committee:

Adam Bextermueller
Deanna Moore
Jim Salaki
Stan Waterman

David Baker
Shawn Murphy
A.J. Villegas

Brightspeed
WAGE SCHEDULE - CWA 6300/11/12/73
EFFECTIVE: October 3, 2022

WAGE SCHEDULE

STEP	Group 1	Group 2	Group 6	Group 7	
Start	\$13.36	\$12.91	10.97	10.74	
6 Months	\$14.72	\$14.34	11.90	11.63	
12 Months	\$15.82	\$15.22	12.90	12.62	
18 Months	\$16.77	\$16.42	13.97	13.64	
24 Months	\$17.93	\$17.60	15.13	14.78	
30 Months	\$18.92	\$18.67	16.39	16.01	
36 Months	\$20.65	\$20.29	17.74	17.33	
42 Months	\$22.41	\$21.98	19.22	18.80	
48 Months	\$24.49	\$23.98	21.03	20.55	
54 Months	\$26.31	\$25.81			
60 Months	\$31.72	\$31.22			
Group 1	Network Tech, Business Svc Tech				
Group 2	Building Services Tech, Cable Tech, Customer Svc Tech				
Group 6	Warehouse Coordinator				
Group 7	Department Clerk				

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

Brightspeed
WAGE SCHEDULE - CWA 6300/11/12/73
EFFECTIVE: October 3, 2023

WAGE SCHEDULE

STEP	Group 1	Group 2	Group 6	Group 7	
Start	\$13.69	\$13.23	11.24	11.01	
6 Months	\$15.09	\$14.70	12.20	11.92	
12 Months	\$16.22	\$15.60	13.22	12.94	
18 Months	\$17.19	\$16.83	14.32	13.98	
24 Months	\$18.38	\$18.04	15.51	15.15	
30 Months	\$19.39	\$19.14	16.80	16.41	
36 Months	\$21.17	\$20.80	18.18	17.76	
42 Months	\$22.97	\$22.53	19.70	19.27	
48 Months	\$25.10	\$24.58	21.56	21.06	
54 Months	\$26.97	\$26.46			
60 Months	\$32.51	\$32.00			
Group 1	Network Tech, Business Svc Tech				
Group 2	Building Services Tech, Cable Tech, Customer Svc Tech				
Group 6	Warehouse Coordinator				
Group 7	Department Clerk				

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

Brightspeed
WAGE SCHEDULE - CWA 6300/11/12/73
EFFECTIVE: October 3, 2024

WAGE SCHEDULE

STEP	Group 1	Group 2	Group 6	Group 7
Start	\$14.03	\$13.56	11.52	11.29
6 Months	\$15.47	\$15.07	12.51	12.22
12 Months	\$16.63	\$15.99	13.55	13.26
18 Months	\$17.62	\$17.25	14.68	14.33
24 Months	\$18.84	\$18.49	15.90	15.53
30 Months	\$19.87	\$19.62	17.22	16.82
36 Months	\$21.70	\$21.32	18.63	18.20
42 Months	\$23.54	\$23.09	20.19	19.75
48 Months	\$25.73	\$25.19	22.10	21.59
54 Months	\$27.64	\$27.12		
60 Months	\$33.32	\$32.80		

Group 1	Network Tech, Business Svc Tech
Group 2	Building Services Tech, Cable Tech, Customer Svc Tech
Group 6	Warehouse Coordinator
Group 7	Department Clerk

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

Brightspeed
WAGE SCHEDULE - CWA 6300/11/12/73
EFFECTIVE: October 3, 2025

WAGE SCHEDULE

STEP	Group 1	Group 2	Group 6	Group 7	
Start	\$14.45	\$13.97	11.87	11.63	
6 Months	\$15.93	\$15.52	12.89	12.59	
12 Months	\$17.13	\$16.47	13.96	13.66	
18 Months	\$18.15	\$17.77	15.12	14.76	
24 Months	\$19.41	\$19.04	16.38	16.00	
30 Months	\$20.47	\$20.21	17.74	17.32	
36 Months	\$22.35	\$21.96	19.19	18.75	
42 Months	\$24.25	\$23.78	20.80	20.34	
48 Months	\$26.50	\$25.95	22.76	22.24	
54 Months	\$28.47	\$27.93			
60 Months	\$34.32	\$33.78			
Group 1	Network Tech, Business Svc Tech				
Group 2	Building Services Tech, Cable Tech, Customer Svc Tech				
Group 6	Warehouse Coordinator				
Group 7	Department Clerk				

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

Brightspeed
WAGE SCHEDULE - CWA 6300/11/12/73
EFFECTIVE: October 3, 2026

WAGE SCHEDULE

STEP	Group 1	Group 2	Group 6	Group 7
Start	\$14.88	\$14.39	12.23	11.98
6 Months	\$16.41	\$15.99	13.28	12.97
12 Months	\$17.64	\$16.96	14.38	14.07
18 Months	\$18.69	\$18.30	15.57	15.20
24 Months	\$19.99	\$19.61	16.87	16.48
30 Months	\$21.08	\$20.82	18.27	17.84
36 Months	\$23.02	\$22.62	19.77	19.31
42 Months	\$24.98	\$24.49	21.42	20.95
48 Months	\$27.30	\$26.73	23.44	22.91
54 Months	\$29.32	\$28.77		
60 Months	\$35.35	\$34.79		

Group 1	Network Tech, Business Svc Tech
Group 2	Building Services Tech, Cable Tech, Customer Svc Tech
Group 6	Warehouse Coordinator
Group 7	Department Clerk

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

**EXHIBIT C
JOB TITLES**

<u>JOB TITLES</u>
NETWORK TECH
BUSINESS SERVICE TECH
BUILDING SERVICES TECH
CABLE TECH
CUSTOMER SVC TECH
WAREHOUSE COORDINATOR
DEPARTMENT CLERK

As a result of Company actions, the OSP Construction Worker, Service Office Representative and Reports & Records Clerk are not necessary in this-collective bargaining agreement. In the event these job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 2014-2017 labor agreement for CenturyTel of Missouri, LLC.

As a result of Company actions, the Equipment Installer, Mailroom Clerk, Retail Sales Consultant, and Customer Care Specialist are not necessary in this-collective bargaining agreement. In the event these job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 2017-2020 (which was extended through 2022) labor agreement for CenturyTel of Missouri, LLC.

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA
VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION
(VEBA)

Brightspeed of Missouri, Inc. (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire after March 12, 2005 with a service or disability pension under the **Brightspeed Retirement Plan for Hourly Paid Employees Pension** and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law.
3. In order to receive Retiree Medical Benefits, the retiree must pay a percentage of the Retiree Medical premium ("Retiree Contribution Percentage"). Similarly, the Company will pay a percentage of the premium ("Company Contribution Percentage"), subject to Section 5 below. The following formula is applicable only to current employees who will have seventy-six (76) points and fifteen (15) years of credited service or more as of December 31, 2008.

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

4. Effective March 13, 2005, the level and type of Retiree Medical Benefits for the Eligible Participants shall be in the appropriate Summary Plan Description and listed immediately below, which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.

Age + Service = Points*	Company Contribution Percentage	Retiree Contribution Percentage
65-69	20	80
70-74	30	70
75-79	40	60
80-84	60	40
85-89	80	20
90+	90	10

* Must be age 55 with 10 years of service.

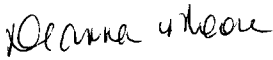
5. The Company shall have the sole right and discretion to determine the cost of providing Retiree Medical Coverage (“Retiree Medical Benefits Premiums”) and the amount the Company is willing to contribute toward such Retiree Medical Coverage.
6. In order to receive Retiree Medical Benefits, the retiree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

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

7. The Capped Retiree Medical Benefits Premium is based upon PPO Plan 3 or its successor plan. If the retiree elects another retiree medical plan offered, the retiree contribution amount will increase by the amount the elected plan exceeds Plan 3.
8. Employees hired after January 1, 2006, will pay one hundred percent (100%) of the premium for Retiree Medical Benefits. Employees hired on or after January 1, 2010 are not offered Retiree Medical Benefits.
9. The Company agrees to notify the Union at least thirty (30) calendar days in advance of any changes in the plan.
10. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the determination of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement. The Company shall not have any obligation to engage in negotiations on any subject connected with this benefit or the terms and conditions of this MOA.
11. This Memorandum of Agreement is effective on March 15, **2022** and shall be in effect for the duration of this Agreement. The parties specifically agree that (except as provided in paragraph 4 above) this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate on **October 30,**

2027 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Missouri, Inc.



Deanna Moore
Labor Negotiator

Communications Workers
of America



Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC
AND
COMMUNICATIONS WORKERS OF AMERICA
BRIGHTSPEED 401(K) SAVINGS PLAN

1. **Brightspeed of Missouri, Inc.** will make the **Brightspeed 401(K) Savings Plan** ("the 401(k) Plan") available to regular full-time and regular part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement between the parties to this Memorandum of Agreement.
2. The Company (for purposes of paragraphs 2, 3, 4, 5, 6 and 7 of this Memorandum of Agreement, Company shall be defined as **Brightspeed of Missouri, Inc.**) reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or in part, any or all of the provisions of the 401(k) Plan, but no such amendment or modification shall have the effect of reducing the level of the Company match provided on participant contributions, or of diverting any part of the 401(k) Plan to any purpose other than for the exclusive benefit of participants, or their beneficiaries and the payment of reasonable Plan administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the Plan at any time. Upon the termination or partial termination of the Plan or upon the complete discontinuance of contributions under the Plan, the participant accounts of the participants affected by the termination, partial termination, or complete discontinuance of contributions, as the case may be, shall be nonforfeitable.
4. The Plan may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation or transfer shall be consummated unless each participant and beneficiary under the Plan would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the Plan had then terminated.

5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the Plan, as amended, continues to be qualified under Section 401(a) of the Internal Revenue Code. In the event any revision in the Plan is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the Plan.
6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, this plan is deemed not qualified, or because of a change in existing laws.
7. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the Plan and the interpretation of the **Brightspeed Retirement Committee**.
8. During the term of this Memorandum of Agreement, the Company will make a matching contribution to the **Brightspeed 401(k) Savings Plan** as follows:
 - Effective March 15, 2019 or as soon as administratively feasible for employees hired, rehired, or transferred into this bargaining unit prior to **March 13, 2008** the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
 - **Effective as soon as administratively feasible, for employees hired, rehired or transferred into this bargaining unit on or after March 13, 2008 and before July 1, 2015, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent pay.**

- Effective July 1 2015 or as soon as administratively feasible for employees hired, rehired, or transferred into this bargaining unit on or after July 1, 2015 the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula **provided** for Non-Bargaining Employees **in the plan**.
9. **Employees hired or re-hired into the bargaining unit on or after March 15, 2022, shall automatically be enrolled in the Plan in accordance with the terms of the Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the Plan and its administration procedures. Automatic enrollment will be implemented as soon as administratively feasible upon contract ratification.**
10. This Memorandum of Agreement is effective on March 15, **2022** and shall expire on **October 30, 2027**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Plan shall also terminate on **October 30, 2027** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Missouri, Inc.

Deanna Moore

Deanna Moore
Labor Negotiator

Communications Workers
of America

Kara Hutchason

Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT

BRIGHTSPEED OF MISSOURI, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA

BRIGHTSPEED OF MISSOURI, INC. PLAN FOR HOURLY-PAID
EMPLOYEES' PENSIONS

1. **Brightspeed of Missouri, Inc.** and the Communication Workers of America agree to modify the **Brightspeed of Missouri, Inc.** Plan for the Hourly-Paid Employee's Pensions. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury. Therefore, the effective date of August 1, 2000 for the modifications will be contingent upon receipt of all necessary approvals.
2. Specific language will be prepared to modify the present **Brightspeed of Missouri, Inc.** Plan for Hourly-Paid Employees' Pensions to effect the following:

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

3. This Agreement shall become effective as of March 15, **2022** and shall remain in effect until after midnight **October 30, 2027** and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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

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

Brightspeed of Missouri, Inc.

Deanna Moore

Deanna Moore
Labor Negotiator

Communications Workers
of America

Kara Hutchason

Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA
HOURLY EMPLOYEES' PENSIONS
LUMP SUM PRE-RETIREMENT DEATH BENEFIT

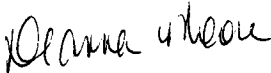
1. **Brightspeed of Missouri, Inc.** agrees to modify the Plan for Hourly Employees' Pensions, effective March 10, 2002, to make available a lump sum pre-retirement death benefit for spouse and non-spouse beneficiaries. Such modifications are subject to approvals by the Company's Board of Directors and the Internal Revenue Service. Therefore, the effective date of March 10, 2002 for the modifications will be contingent upon receipt of all necessary approvals.
2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions to make available the following:
 - A. A pre-retirement lump-sum death benefit for spouses and non-spouse beneficiaries based on the present value (using the Plan's basis for computing lump sums in effect at the date of calculations) of the participant's vested accrued benefit. For married participants, this death benefit will be inclusive of the present value of the qualified pre-retirement survivor annuity (QPSA) provided under the Plan to surviving spouses.
 - B. For participants eligible for immediate commencement of retirement benefits at date of death, the lump sum will be based on the immediate retirement benefit of the participant, and the spouse or designated beneficiary may elect to receive substantially the same benefit the participant would have received if the participant had retired as of the date of death and elected payment of retirement benefits in the form of a lump sum.
 - C. For active participants not eligible for immediate retirement benefits at date of death, the lump sum will be based on the present value (computed at date of death) of the vested accrued benefit of the participant payable at normal retirement age.

3. This Agreement shall become effective as of March 15, 2022 and shall remain in effect until midnight **October 30, 2027** and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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

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

Brightspeed of Missouri, Inc.



Deanna Moore
Labor Negotiator

Communications Workers
of America

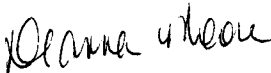


Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA
LUMP-SUM PAYMENT OPTION

1. **Brightspeed of Missouri, Inc.** will provide a lump sum option as provided in the **Brightspeed** Retirement Plan. For employees in the bargaining unit prior to March 13, 2008, the lump sum option shall remain unchanged. For employees entering the bargaining unit on or after March 13, 2008 any lump sum option will be as provided in the **Brightspeed** Retirement Plan.
2. Employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
4. This Memorandum of Agreement is effective on March 15, **2022** and shall expire on **October 30, 2027**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the lump sum payment option, shall terminate on **October 30, 2027** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Brightspeed of Missouri, Inc.



Deanna Moore
Labor Negotiator

Communications Workers
of America



Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA

PAYROLL DEDUCTION FOR COPE

Brightspeed of Missouri, Inc. and the Communications Workers of America agree to implement the following provisions for the payroll deduction of CWA COPE (Committee on Political Education). This agreement shall become effective March 15, **2022** and expire on **October 30, 2027**.

1. The Company will make collection of CWA/PAC funds once each month through payroll deduction from employee's pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the respective Company.
2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made together with the reasons therefor.
3. The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the CWA/PAC deduction authorization forms.
4. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of CWA/PAC collection from the employees and subsequent transfer to the Union.

Brightspeed of Missouri, Inc.

Deanna Moore

Deanna Moore
Labor Negotiator

Communications Workers
of America

Kara Hutchason

Kara Hutchason
CWA Representative

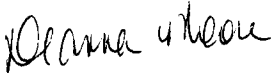
MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA
COMMON INTEREST FORUM (CIF)

1. The purpose of the COMMON INTEREST FORUM (CIF) is to maintain and improve the working relationship between **Brightspeed of Missouri, 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 six (6); 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.
8. This Memorandum of Agreement is effective on March 15, **2022** and shall expire on **October 30, 2027**. The parties agree that all terms and conditions set forth in this Memorandum of Agreement shall also expire on **October 30, 2027** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Brightspeed of Missouri, Inc.



Deanna Moore
Labor Negotiator

Communications Workers
of America



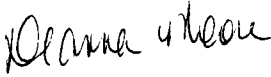
Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA
HOURLY RELOCATION PLAN

1. **Brightspeed of Missouri, Inc.** and Communications Workers of America hereby agree to the payment of relocation benefits to members of the bargaining unit under certain conditions.
2. To cover the many possible cases, a flat sum of five thousand dollars (\$5,000) (grossed up for taxes) will be paid to eligible employee(s). An agreement will be executed with the employee to refund the five thousand dollars (\$5,000) if he/she decides not to move or resigns within the first year after the move.
3. Relocation assistance will be provided if the following criteria are met:
 - a. The relocation is caused by a consolidation/ movement of work centers.
 - b. The relocation is in excess of fifty (50) miles.
 - c. The employee is transferring to approximately the same job **title**.
4. Once the criteria in paragraph three are met, the following provisions shall apply:
 - a. Employees who are interested in relocation will be selected at the sole discretion of management and must possess the training and/or experience established in the selection criteria.
 - b. Assistance will be provided only in cases of actual relocation of the employee's primary residence, not when the employee commutes to and from his/her home to the new work location.
 - c. Approval by the department manager and the regional human resources director is required.

5. This Memorandum of Agreement is effective on March 15, **2022** and shall expire on **October 30, 2027**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Hourly Relocation Plan, shall terminate on **October 30, 2027** and shall not survive the expiration of this Memorandum of Agreement unless agreed by the parties in writing.

Brightspeed of Missouri, Inc.



Deanna Moore
Labor Negotiator

Communications Workers
of America



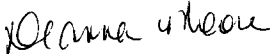
Kara Hutchason
CWA Representative

MEMORANDUM OF AGREEMENT
BRIGHTSPEED OF MISSOURI, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA

INTERNS

1. The Company may at its discretion assign student employees who may work in an intern capacity. Such interns may work in various **titles** covered by this Agreement for a period not to exceed four (4) months in any **title**, unless an extension of the training period is mutually agreed upon by the Manager of Employee and Labor Relations and the CWA Staff Representative responsible for this Agreement. It is understood that the objective of this training is to provide these individuals with the familiarity and knowledge necessary for the proper execution of the ultimate job for which the employee is training. It is specifically agreed that such intern shall not, in the course of the training in the various craft **titles**, displace, replace, result in the transfer of regular craft personnel, or prevent the hiring of additional personnel covered by this Agreement. Company will have discretion to determine appropriate wage for such interns.
2. An intern may be disciplined or terminated in the Company's sole discretion without cause and without access to Articles 4 and 5. Interns do not accumulate accredited service, and are not entitled to benefits such as pension, vacations, holidays, paid sick leave, etc., which accrue to regular employees.
3. This Memorandum of Agreement is effective on March 15, **2022** and shall expire on **October 30, 2027**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to interns, shall terminate on **October 30, 2027** and shall not survive the expiration of the Memorandum of Agreement, unless agreed to by the parties in writing.

Brightspeed of Missouri, Inc.



Deanna Moore
Labor Negotiator

Communications Workers
of America



Kara Hutchason
CWA Representative

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