

CWA 6171 Arkansas 2024 BARGAINING Front Cover

Date:8/8/24

Company Proposal 1 Change Front cover of Agreement to read as follows:

AGREEMENT

between

BRIGHTSPEED OF CENTRAL ARKANSAS, LLC BRIGHTSPEED OF NORTHWEST ARKANSAS LLC

and

COMMUNICATIONS WORKERS OF AMERICA





TA 8/8/24

August 16, 2021 through August 15, 2024 TBD

Date:8/8/24

CWA 6171 Arkansas 2024 BARGAINING Agreement/Article 32

Company Proposal 2 Change Agreement and Article 32 to read as follows:

AGREEMENT

This AGREEMENT made and entered into this 16th day of August, 2021 TBD by and between Century/Tel Brightspeed of Central Arkansas, LLC, CenturyTel-Brightspeed of Northwest Arkansas, LLC, d/b/a CenturyLink or its successors (hereinafter called the "Company") and the Communications Workers of America, AFL-CIO (hereinafter called the "Union").

ARTICLE 32

DURATION

142.4

Section 32:1 Duration of Agreement

32.1.1 This Agreement shall be effective August 16, 2021 TBD and shall remain in effect to and including August 15, 2024 TBD and shall continue in effect thereafter unless terminated by a sixty (60) day prior written notice given by either party to the other, in which event this Agreement shall terminate sixty (60) days following the receipt of such notice.



CWA 6171 Arkansas 2024 BARGAINING Vacations/ Workers Compensation Article 11/30

Date: 8/8/24

Company Proposal 3 Delete Section 11.4.6 to read as follows:

11.4.6 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. 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. 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.

Delete Worker Compensation language below in Article 30

Worker's Compensation

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

For employees hired, rehired, or transferred into this bargaining unit before January-1, 2021, the Company will provide an employee a salary continuation benefit (called Worker's Compensation Supplemental Pay or WCSP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. For employee a salary continuations benefits (called Worker's Compensation Supplemental Pay or WCSP) equal to an employee a salary continuations benefits (called Worker's Compensation Supplemental Pay or WCSP) equal to an employee a salary continuations benefits (called Worker's Compensation Supplemental Pay or WCSP) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.

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

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

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Date: 8/8/24

Company Proposal 7

Change MOA to read as follows:

MEMORANDUM OF AGREEMENT between Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC and **Communications Workers of America**

Four Day Work Week

CenturyTel Brightspeed of Central Arkansas, LLC, CenturyTel Brightspeed of Northwest Arkansas, LLC and Communications Workers of America recognize that in certain administrative work units or work groups, it may be beneficial to employees and in the best interest of the business to establish a four-days-per-week, ten-hours-per-day (four-day workweek) schedule as a normal workweek.

The provisions of the Agreement and any existing Union-Management agreements will continue to apply to bargaining unit employees on four-day workweek schedules except as noted in the parameters and implementation procedures listed below.

1. The Company shall determine the eligible job titles and locations. Participation in the ten-hour, four-day week shall be determined by a majority vote of the eligible work group.

If an employee should be unable to work the ten-hour, four-day week because of overriding domestic reasons, the schedule shall not be made mandatory.

The Company reserves the right to revert back to a 5/8 workweek in a work group or location where the 4/10 2 workweek proves not to be in the Company's best interest.

Management and the Union will jointly, at the local level, work together to implement the four-day workweek schedule for a particular work group.

- 3. Transfers/changes to or from a four-day workweek should, when practical, be made at the beginning of the workweek.
- 4. The normal workweek shall consist of four, ten-hour tours. The four, ten-hour tours must be scheduled on consecutive days unless a service emergency clearly dictates an exception or the eligible work group agrees by majority vote to one non-consecutive work day. For the 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." . ÷.
- 5. 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 workweek for employees covered under this Memorandum of Agreement.

6. Holldays

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Designated Holidays

Whenever a designated holiday occurs during the week, the weekly work schedule shall revert to a 5/8 schedule.

B. Personal Holidays

These holidays will be converted to hours up to a maximum of forty (40) 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) 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's 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 workweek for overtime purposes.

7. Absence for Jury, Witness or Election Duty will be compensated on a ten-hour basis.

Employees who are required to be absent to attend a funeral as outlined in Article 21 will receive up to ten (10) hours pay for each day absent on account of funeral leave while on a 4/10 schedule.

- 8. Employees electing to take day-at-a time vacations will do so on a four-day, ten-hour basis. In no case shall they receive in excess of forty (40) hours vacation pay per week. Weekly vacation will be taken on a five-day, eight-hour basis.
- Employees working the four-day, ten-hour schedule will be reimbursed for evening meal expense of nine dollars (\$9,00) if the employee works in excess of thirteen (13) hours that day without a meal break during the last session.
 - A. This section shall not apply to employees receiving per diem expenses, or to employees eligible for an evening or night premium.
 - B. Under no circumstances will the per diem allowances set forth in Article 16, paragraph 16.1.2.1 and the evening meal allowance in paragraph 9 be paid for the same day.
- 10. Employees working a four-day, ten-hour schedule who are assigned to a higher title for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Article 15.
- 11. Disputes arising out of the application or intent of this agreement, except for paragraph 2 above, shall be subject to the Grievance and Arbitration procedure.
- 12. This memorandum of Agreement is effective on August 16, 2021, TBD and shall expire on August 15, 2024. (TBD). The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on August 15, 2024 TBD and shall not survive the expiration of this Memorandum of Agreement.

Brightspeed of Central Arkansas, LLC Brightspeed of Nothwest Arkansas, LLC

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Abor Relations Negotiator

Communications Worker of America

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CWA 6171 Arkansas 2024 BARGAINING Relocation Allowance MOA

Date: 8/8/24

Company Proposal 8

Change MOA to read as follows:

MEMORANDUM OF AGREEMENT between Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC and Communications Workers of America

Relocation Allowance

CenturyTel Brightspeed of Central Arkansas, LLC, CenturyTel Brightspeed of Northwest Arkansas, LLC and Communication Workers of America agree to the following relocation allowance provisions as set forth in this Memorandum of Agreement, which may be granted in lieu of the provisions of Article 14 of the Agreement between CenturyLink and Communications Workers of America (the Agreement).

- 1. A lump sum relocation allowance of \$5,000, grossed up, may be considered if the following criteria are met:
 - A. The relocation is a result of a consolidation or movement of work centers.
 - B. The relocation of the work center is in excess of 50 miles.
 - C. The employee is relocating to approximately the same job title.
- 2. Employee eligibility for the lump sum relocation allowance shall be determined by the Company, subject to the following:
 - A. The provisions of Article 14, Section 14.2, Job Bidding Procedures, Article 17, Section 17.2, Seniority, and Article 18, Force Adjustment, of the Agreement, which provides for consideration of seniority.
 - B. The employee must possess the training and/or experience established in the selection criteria.
 - C. The employee relocates their primary residence in excess of 50 miles.
- 3. If an eligible employee makes a decision not to relocate, or subsequently terminates employment with CenturyLink Brightspeed within one year after completion of the move (except for employees who are terminated as a result of Article 18 of the Agreement), the lump sum relocation allowance of \$5,000 shall be repaid to the Company in full.
- 4. Employees who receive the lump sum relocation allowance waive any other relocation assistance provided by the Agreement. If relocation expenses do not exceed the lump sum amount, the Company will not require employees to return the remaining balance. In accepting the lump sum relocation allowance, the employee agrees that the Company and the Union assumes no responsibility in connection with any tax responsibilities associated with this

allowance. It is understood and agreed that neither the Company nor the Union nor any of its Officers or Agents shall be held liable in any way by virtue of this Memorandum of Agreement.

- 5. The provisions of Section 1(c) and Section 2 of this Memorandum of Agreement shall be subject to the grievance and arbitration procedure of the Agreement.
- 6. The Memorandum of Agreement is effective on August 16, 2021, TBD and shall expire on August 15, 2024, **TBD** or may be terminated by either party with a 30-day written notification to the other. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 15, 2024 TBD and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC Brightspeed of Nothwest Arkansas, LLC **Communications Worker of America**

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Labor Relations Negotiator Date:

CWA 6171 Arkansas 2024 BARGAINING Memorandum of Agreement VEBA

Date: 8/8/24

Company Proposal 9 Change Memorandum of Agreement to read as follows:

MEMORANDUM OF AGREEMENT between Brightspeed of Central Arkansas, LLC and Communications Workers of America

Voluntary Employees Beneficiary Association (VEBA)

CenturyTet Brightspeed of Central Arkansas, LLC (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 CenturyTet Brightspeed of Central Arkansas employees who retire after August 15, 2007, with a service or disability pension under the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the "Retirement Plan") and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

- 1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
- 2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law.
- 3. Effective August 16, 2004 TBD for CenturyTel Brightspeed of Central Arkansas, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Retiree and Inactive Health Plan, which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
- 4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below. The following contribution schedule is applicable only to current employees who will have 76 points and 15 years of credited service or more as of August 16, 2007:

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

- 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 Capped Retiree Medical Benefits Premium exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Capped Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

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

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



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

Medicare Eligible - Annual HRA Allowance

- 7. CenturyTel Brightspeed of Central Arkansas employees hired on or after August 16, 2004 and before January 1, 2011, will pay 100% of the premium for Retiree Medical Benefits.
- 8. Employees hired on or after January 1, 2011 are not eligible for Retiree Medical Benefits.
- 9. The Company agrees to notify the Union at least 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 August 16, 2021–TBD and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution, amount and the level and type of Retiree Medical Benefits shall terminate on August 15, 2024, TBD and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC Brightspeed of Nothwest Arkansas, LLC

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Communications Worker of America

Labor Relations Negotiator Date:

CWA 6171 Arkansas 2024 BARGAINING Memorandum of Agreement VEBA

Date: 8/8/24

Company proposal 10

Change Memorandum of Agreement to read as follows:

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Memorandum of Agreement WHTC/W Between Gentury Tel of Northwest Arkansas, LLC And Communications Workers of America

Voluntary Employees Beneficiary Association (VEBA)

CenturyTet Brightspeed of Northwest Arkansas, LLC (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 June 13, 2005 with a service or disability pension under the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the "Retirement Plan") and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

- 1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
- 2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by taw.
- 3. Effective June 13, 2005, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Retiree and Inactive Health Plan which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
- 4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/ Amount"), subject to Section 5 below. The following contribution schedule is applicable only to current employees who will have 76 points and 15 years of credited service or more as of December 31, 2008:

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

Effective June 13, 2005, through June 12, 2008, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule for those who will not have 76 points and 15 years of service by December 31, 2008.

Age & Service Premium Table		
Points	% Retiree Pays of Total Cost	
65-69	80%	
70-74	70%	
75-79	60%	
80-84	40%	
85-89	20%	
90+	10%	

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.

The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart below.

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	\$ 5,000

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

Medicare	Eligible - Annual HRA Allowance
	-

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

- 7. Employees hired on or after January 1, 2006, will pay 100% of the premium for Retiree Medical Benefits.
- 8. Employees hired on or after January 1, 2011, are not eligible for Retiree Medical Benefits.
- 9. The Company agrees to notify the Union at least 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 Memorandum of Agreement.
- 11. This Memorandum of Agreement is effective on August 16, 2021 **TBD** and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the

Maximum Company Contribution, amount and the level and type of Retiree Medical Benefits shall terminate on August 15, 2024, **TBD** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC Brightspeed of Nothwest Arkansas, LLC

Communications Worker of America

9 - ----J. Labor Relations Negotiator Date:

CWA 6171 Arkansas 2024 BARGAINING Memorandum of Agreement Working Relations Committee

Date:8/8/24 Company Proposal 11

Change Memorandum of Agreement to read as follows:

MEMORANDUM OF AGREEMENT Between Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC And Communications Workers of America

Working Relations Committee

The Company and the Union recognize that competition and technological, regulatory and legal changes in the Telecommunications industry have and will continue to present new challenges. The success of the company in this environment and the security of its employees depend on our ability to operate in an efficient and cost effective manner and to adapt quickly to industry changes. To achieve these purposes, the Company and the Union have established a working relations committee for the purpose of discussing concerns of mutual interest.

- 1. The committee shall consist of no more than three (3) representatives designated by the Company and no more than two (2) employee representatives designated by the Union.
- 2. The Company will pay for actual lost time for Union designated employees on the day of the meeting.
- 3. Committee may meet every six months upon request of either party, or more frequently upon mutual agreement.
- 4. Committee decision shall not add to, subtract from or modify the terms and conditions of this agreement or be subject to the grievance and arbitration provisions.
- 5. The memorandum of agreement is effective on August 16, 2021 TBD and shall expire on-August 15, 2024. TBD
- 6. The parties agree that the provisions of this Memorandum of Agreement would only apply in the event that the Cooperative Resource Committee established at the Regional and National levels are discontinued.

Brightspeed of Central Arkansas, LLC Brightspeed of Nothwest Arkansas, LLC **Communications Worker of America**

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Labor Relations Negotiator Date:

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CWA 6171 Arkansas 2024 BARGAINING Memorandum of Agreement Training

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Date:8/8/24 Company Proposal 13

Change Memorandum of Agreement to read as follows:

MEMORANDUM OF AGREEMENT between Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC and Communications Workers of America

Training

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

This Memorandum of Agreement is effective of August-16, 2021, TBD and shall expire at midnight, on August 15, 2024. TBD

Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC **Communications Worker of America**

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Labor Relations Negotiator Date:

CWA 6171 Arkansas 2024 BARGAINING Signature Page

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Date:8/8/24 Company Proposal 14

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Change to read as follows:

Brightspeed of (Arkansas, LLC

Central Communications Workers of America

Al Made a

Jeff Mitchell VP Field Ops

Sherron Molina CWA Representative

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John Sabat Director Labor Relations

Company Negotiating Committee:

Joseph A. Basile Billy Watson Jennifer Scarpino Renee Beebe Union Negotiating Committee: Blake Wright Travis Pirotte Allen Whitaker Chase Odle Sherron Molina

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CWA 6171 Arkansas 2024 BARGAINING MOA's Lump Sum Payment Option

Date:8/8/24

Company Proposal 16

Change MOA to read as follows:

MEMORANDUM OF AGREEMENT between Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC and Communications Workers of America

Lump Sum Payment Option

- CenturyTel Brightspeed of Central Arkansas LLC and CenturyTel Brightspeed of Northwest Arkansas, LLC will provide a lump sum option as provided in the CenturyLink Retirement Component of the CenturyLink Combined Brightspeed Pension Plan (Referred to herein as the "Retirement Plan"). For employees in the bargaining unit prior to August 16, 2007 (CenturyTel of Central Arkansas) and prior to June 13, 2008 (CenturyTel of Northwest Arkansas), the lump sum option shall remain unchanged. For employees entering the bargaining unit on or after August 16, 2007 (CenturyTel of Central Arkansas) and on or after June 13, 2008 (CenturyTel of Northwest Arkansas) any lump sum option will be as provided in the CenturyTel Brightspeed Retirement Plan.
- 2. Regular 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 regular 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 August 16, 2021, TBD and shall expire at midnight, on August 15, 2024 TBD. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, shall terminate on August 15, 2024-TBD, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Brightspeed of Central Arkansas, LLC Brightspeed of Northwest Arkansas, LLC

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Labor Relations Negotiator Date:

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Communications Worker of America