

**COLLECTIVE
BARGAINING AGREEMENT**

**DAWN US HOLDINGS LLC D/B/A EVOQUE
DATA
CENTER SOLUTIONS**

AND

**COMMUNICATIONS
WORKERS OF AMERICA**

May 15, 2022

evoque | data center solutions™



2022 COLLECTIVE BARGAINING AGREEMENT

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THE 2022 AGREEMENT

This Agreement shall consist of the Table of Contents, Articles 1 through 38, Exhibits, and Appendices related thereto. In addition, this Agreement incorporates by reference, as if included in full herein, any Article, Exhibit or Appendix from the 2015 Agreement by and between Certain Business Operating Units and Divisions of AT&T Corp. and Communications Workers of America, effective April 12, 2015 (hereinafter referred to as the 2015 AT&T/CWA Agreement”), which has continuing applicability to any current bargaining unit employee and which inadvertently has been omitted from this Agreement. This Agreement is made and entered into the 15th day of May, 2022, by and between Dawn US Holdings LLC d/b/a Evoque Data Center Solutions (hereinafter referred to as the “Company”) and Communications Workers of America (hereinafter referred to as the “Union”) as follows (the “Agreement”).

ARTICLE 1 - RECOGNITION

1 Certification of Membership

The Union hereby certifies that it represents the majority of the employees to whom the Agreement applies, and the Union is the acknowledged, designated and selected collective bargaining representative of such members.

2 Recognition

- (a) The Company recognizes the Union as the exclusive representative of the work performed and the employees currently titled IDC Technical Specialist and Operations Specialist.
- (b) If during the term of this Agreement, the Union is certified by the National Labor Relations Board or is recognized by the Company as the collective bargaining representative of employees not previously so represented, who occupy job titles or occupations in which other employees are represented by the Union and are covered by this Agreement, such employees shall be included within and be covered by this Agreement upon the conclusion of any negotiations on any necessary amendments thereto.

3 Federal and State Laws

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulation, or any order, determination or ruling or regulation of a federal or state administrative agency or court, the Company shall notify the Union in writing. Negotiations shall then take place if requested by the Union. In the event of such negotiations, the changes proposed by the Company shall not be implemented until (a) agreement is reached or (b) the Company determines that timely action is required by the law, regulation, order, determination or ruling, whichever occurs sooner.

ARTICLE 2 - COLLECTIVE BARGAINING

- 1 The parties hereto agree that collective bargaining shall be carried on between the authorized representative(s) of the Company and the Union, and that no Agreement shall be effective and binding upon the Company or the Union unless and until it is reduced to writing and signed by the authorized representative(s) at the Headquarters level of the Company and the National level of the Union.

2 This Agreement constitutes the entire agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

3 **Mutual Respect**

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning, and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 3 - DEFINITIONS

The following definitions are applicable within this Agreement:

1 **Definitions Relating to Hours of Work**

(a) **Calendar Year**

A calendar year is the period beginning January 1 and ending December 31.

(b) **Calendar Week**

A calendar week is the period of seven (7) consecutive days commencing on Sunday.

(c) **Normal Work Week**

A normal work week consists of five (5) normal tours or their equivalent during a calendar week.

(d) **Scheduled Weekly Tour**

The portion of the work week comprised of Scheduled Daily Tours, but excluding Non-Scheduled Days.

(e) **Day:**

(1) **Calendar Day**

The twenty-four (24) hour period beginning at midnight.

(2) **Scheduled Day**

A calendar day on which an employee is scheduled to work.

(3) Non-Scheduled Day

A calendar day on which an employee is not scheduled to work.

(f) Meal Period

A meal period is an unpaid period not longer than one (1) hour during which an employee is excused for a meal.

(g) Relief Period

A relief period is a rest period of fifteen (15) minutes which shall be considered as work time.

(h) Work Time

Work time consists of all time spent on the job in the performance of Company duties. Work time excludes meal periods.

(i) Tours:

(1) Tour

A tour is a period of work time, whether scheduled or not, which begins and ends at a specified time, exclusive of any meal period. The starting time of a tour determines the day on which the tour occurs.

(2) Scheduled Daily Tour

The hours of work scheduled for an individual employee for a particular day, beginning and ending at a specified time, exclusive of unpaid meal periods and overtime.

(3) Normal Tour

A normal tour is the number of hours of work (exclusive of meal period) which constitutes a full day's work for a full-time employee.

(4) Time of Day

Where time of the day is specified herein, it shall be local time.

(5) Night Tours

A night tour is a Scheduled Daily Tour which falls wholly or partially within the time frames 6:00 PM – 6:00 AM.

(6) Day Tour

A day tour is a Scheduled Daily Tour which falls wholly within the time frames 6:00 AM – 6:00 PM.

2 Definitions Relating to Wage Rates

(a) Standard Rate

The Standard Rate is the rate of pay assigned to an employee based on the employee's job title.

(b) Adjusted Rate

An employee's total rate, resulting from the sum of his or her Standard Rate and any applicable Wage Protection Allowance. Such Adjusted Rate shall be used to calculate overtime payments, percentage payments for tour bonuses, paid absences, termination payments, and basic pay for group insurance and Savings and Security Plan allotments.

(c) Daily Adjusted Rate

The Daily Adjusted Rate is the rate determined by dividing the Adjusted Rate by five (5).

(d) Hourly Adjusted Rate

The Hourly Adjusted Rate is the rate determined by dividing the Adjusted Rate by the number of hours in a full-time employee's normal work week.

(e) Hourly Overtime Base Rate

The Hourly Overtime Base Rate is the Employee's Hourly Adjusted Rate plus:

- (1) In any week during which the employee is entitled to a weekly night differential, the amount obtained by dividing the employee's weekly night differential by the number of hours in her or his normal work week.
- (2) In any week during which the employee is entitled to a daily evening or night differential, the amount obtained by dividing the employee's daily evening or night differential payment by the number of hours corresponding to the employee's normal tour for that day.

(f) Overtime Rates:

(1) Time and One-Half

Pay at one hundred and fifty percent (150%) of an employee's Hourly Overtime Base Rate. Pay at Time and One-Half shall apply:

- (i) For hours worked outside an employee's Scheduled Daily Tour provided Scheduled Daily Tour is eight (8) hours or more.

(ii) For hours worked in excess of forty (40) regularly scheduled hours during the work week.

(iii) On a Non-Scheduled Day other than a holiday.

(2) Overtime Adjustment

When an employee receives one or more of the following daily or weekly Allowances for performing certain work, an Overtime Adjustment shall be made as described in Paragraph 2(f)(3) below:

1. Changed Schedule Payments
2. Fifteen percent (15%) Saturday Differential
3. Management Relief Differential
4. On-Call Allowance
5. Split Tour Differential
6. Temporary Assignment to Higher Occupational Job Classification
7. Bi-Lingual Differential

(3) An Overtime Adjustment is made as follows:

Sum of Allowances Paid for Week divided by (# of hours in Scheduled Weekly Tour + Overtime Hours Worked in Week) times Total Overtime Hours Worked in Week times .5 plus .009

(g) Wage Protection Allowance

The Wage Protection Allowance (WPA) consists of all forms of existing wage protection, including Green Circle, Reassignment Pay Protection (RPPP), and any other forms of wage protection which result in a “protected” wage rate.

Definitions Relating to Types of Employees

(a) Employees

The term “employee(s)”, for the purpose of the terms of this Agreement, shall refer only to employees of the Company included within the bargaining unit as defined in Article 1 (Recognition).

(b) Regular Employees

Regular employees are those whose employment is reasonably expected to continue for longer than twelve (12) months. A regular employee may be either full-time or part-time.

(c) Temporary Employees

A temporary employee is one who is engaged for a specific project or for a limited period with a definite understanding that employment will terminate upon completion of the project or at the end of the period. Temporary employment is expected to continue for not more than twelve (12) months. A temporary employee may be either full-time or part-time.

(d) Term Employees

A term employee is a regular employee who is engaged for a specific project or for a limited period of normally not less than one (1) year nor more than three (3) years with a definite understanding that employment may terminate on or before completion of the project or at the end of the period. If, at any point during that assignment it is deemed to be work that is ongoing in nature, the job will be filled through normal staffing procedures as a regular full-time position. In no case will a term employee who has been work completed be replaced by another term employee to do essentially the same work.

Term employees shall be treated the same as regular employees.

(e) Full-Time Employees

Full-time employees are those who are employed for not fewer than the number of hours per week called for in the normal work week applicable to their work locations.

(f) Part-Time Employees

Part-time employees are those who are employed and normally scheduled to work fewer hours per average month than comparable full-time employees in the same job title, classification, or work group working the same normal daily tour.

(g) Eligible Retired Employees

Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits.

4 Definitions - Other

(a) Net Credited Service

Net credited service shall mean “term of employment” with the Company and Legacy T. Legacy T net credited service amounts are reflected in the NCS Chart provided to the Company by AT&T and confirmed by the Union on January 30, 2019. The Union and the Company each maintain the original NCS Chart.

(b) Seniority

Seniority shall be determined by the net credited service of the employees affected. In force adjustment situations, when the affected employees have the same net credited service, seniority shall be determined by using the last four (4) digits of the employees' social security numbers, 0000 being the lowest seniority and 9999 being the highest seniority.

(c) Temporary Assignment to Higher Job Classification

Temporary assignments to higher occupational job classifications shall not exceed twelve continuous months without consultation with the Union.

(d) Union-Management Cooperation Committee

(i) The Union-Management Cooperation Committee shall consist of not more than three (3) representatives from the Company and from the Union (to be appointed by the Company and the Union respectively). Meetings will be convened by the parties at mutually agreeable places and times but not less often than quarterly. Otherwise, the members of the committee shall determine its composition, structure, agendas, and operation.

(ii) A Union-Management Cooperation Committee shall be established for the following purposes:

- (a) To improve communication between representatives of the Union and the Company;
- (b) To provide a forum for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
- (c) To assist in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances; and

(iii) The Union-Management Cooperation Committee may discuss any topic of mutual concern, including but not limited to the following topics:

- Technological Changes and Systems Enhancements
- Training Programs
- Occupational Safety and Health
- Ergonomics
- Subcontracting
- Force Adjustment
- Profit Sharing
- Staffing Levels

ARTICLE 4 - AUTHORIZED UNION REPRESENTATIVES

1 Notices Regarding Union Organization

The Union agrees that its President or a person duly empowered to act in the President's behalf shall keep the Chief People Officer, or their designate, currently advised, in writing, of the representatives of the National Union who are authorized to deal with the Company regarding employees in the bargaining unit and regarding such matters as designating the Locals which have been established, designating the officers or other authorized representatives of such Locals and indicating the jurisdiction of such Locals and their representatives. The Union agrees further that such notifications and authorizations shall designate the Union representative or representatives to whom notices, information, certifications and services by Company representatives, as are provided for in this Agreement, shall be directed or furnished.

2 Promotion, Transfer Assignment of Union Officers

- (a) The Company shall not promote or transfer any employee who is serving as a duly elected Officer or Executive Board Representative or Chief Steward (or their equivalent) to a position that would affect the employee's status as a Union Officer, Executive Board Representative or Chief Steward (or their equivalent) without first obtaining the consent of the Union. The foregoing consent of the Union will not be required if the transfer is to be accomplished pursuant to the provisions of Article 24 (Force Adjustment - Layoff, Part-Timing, and Recall). The Company shall give the president of the local union written notice at least fourteen (14) calendar days prior to the effective date of the promotion or transfer, and the Union shall conclusively be presumed to have consented to such promotion or transfer unless within two (2) weeks after the Union receives such notification, it advises the Company in writing that it does not consent.
- (b) The Company shall give the union office notice at least one (1) week prior to the effective date of the promotion or transfer of a duly elected or appointed steward of the Union when the promotion or transfer affects the employee's status as a representative of the Union.

3 Absence for Union Activities

- (a) Operational requirements of the Company permitting, employees who are authorized representatives of the Union will be excused without pay, except as specified in Article 9 (Grievance Procedure), and in Article 6 (Union Activities) of this Agreement, at the request of an authorized representative of the Union to attend to the business of the Union. The Union shall make all requests for excused absences as far in advance as possible.
- (b) If an employee's total excused unpaid time off for Union business exceeds one hundred fifty (150) work days in a calendar year, or exceeds thirty (30) consecutive calendar days, the employee shall take a formal leave of absence. Time spent in joint meetings with management held at the Company's request shall not be included in computing an employee's total excused unpaid time off for Union business. Meetings with management shall be considered as breaking a continuous period of absence.
- (c) Excused unpaid time for Union activities pursuant to paragraph 3(a) will be considered as time worked for authorized union representatives for purposes of determining eligibility for FMLA.

4 Leave of Absence for Union Activities

- (a) Requests for leaves of absence without pay while on business pertaining to the Union shall be made to the Company by the Union on the employee's behalf.
- (b) The requests shall be in writing and shall contain the reasons for such leaves of absence.
- (c) The leave of absence without pay granted by the Company for Union business shall be for an initial period of not less than thirty (30) calendar days and not to exceed one (1) year.
- (d) Additional leaves of absence for initial periods of thirty (30) days and not to exceed one (1) year, shall be granted, all of which shall be with service credit.
- (e) For such leaves of absence, an employee shall:
 - (1) receive full service credit for all purposes except wage progression; and
 - (2) remain under their current level of benefits for medical, dental, vision and life insurance plans with applicable contributions paid by the employee.
- (f) Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave.
- (g) Upon application for reinstatement at or prior to expiration of leave of absence, employee(s) shall be returned to a job of like status and pay.

ARTICLE 5 - UNION REPRESENTATION

- 1** At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative may be present if the employee so requests. This includes when an employee is placed on or moved to subsequent steps of a Performance Improvement Plan.
- 2** At any investigatory interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests.

ARTICLE 6 - UNION ACTIVITIES

1 Bulletin Boards

The Company agrees that it will furnish and mount bulletin boards to be used exclusively by the Union at each office or facility location, except at locations in buildings not owned by the Company where the landlord or owner objects. The location, number, size and construction of such bulletin boards shall be subject to the approval of the Company.

The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union.

Material to be posted shall not contain anything of a controversial nature, anything derogatory to the Company or employees, or anything that will detrimentally affect Company operations. If the Company objects to any posted material, the Union shall remove the objectionable material immediately.

Subject to Company intranet registration criteria, the Company would not object to the establishment of a local CWA site. This site would be subject to the same content limitations described above.

The appropriate Company Intranet manager will facilitate the implementation of the above, upon request by the local Union.

2 Union Activity on Company Premises

(a) The Union, or employees acting as its officers or agents, may conduct Union activities, including solicitation of members and distribution of Union literature, on Company premises with notification to local management. Solicitation shall be permitted on Company premises when both the employees performing the solicitation and the employees to whom the solicitation is directed are on non-work time (such as lunch periods, relief periods and before or after an employee's work time). Distribution of Union literature may take place only in areas where no work is performed and on the employee's non-work time. Union activities shall not be conducted in a manner which will interfere with the operations of the business or with Company facilities.

(b) Union representatives or members who are not employees may enter upon Company premises after obtaining approval from a management representative of the Company. To avoid the need to obtain such approval each time a Union representative or member who is not an employee of the Company wishes to enter upon any Company premises, the Company's Director of Site Operations may, upon application by the Union, grant approval for all Company locations designated in the approval for a stated period of time.

3 Union Orientation for New Employees

The Company and the Union agree that the Union will have the opportunity to meet with newly hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of sixty (60) minutes. Time spent during the basic scheduled work period for each employee will be paid as time worked.

In addition, the Company also agrees to introduce employees transferring into a different work group to the local Union representative assigned to that area.

4 Payment for Joint Union - Management Activities

Employees who are involved in joint Union-Management business may request that their reasonable time and expenses while participating in such activities be paid by the Company. If approved in advance, these employees will be paid for time lost while participating in such activities during their Scheduled Weekly Tour. This includes any associated travel time during the employee's Scheduled Weekly Tour. Hours paid while engaged in such joint activities will be considered as time worked.

In addition, such employees will be reimbursed for reasonable travel and board and lodging expenses which are directly related to their participation in these activities.

5 Joint Union-Management Meetings Not Involving the Company

A certified representative of the CWA who is an employee as defined by Article 3 may request reasonable time without pay for joint union-management meetings with representatives of any company to address matters involving CWA represented persons in another bargaining unit. For purposes of this paragraph 5, joint union-management meetings will also include the following meetings with management: grievance meetings, investigatory meetings and meetings in which discipline is to be announced.

ARTICLE 7 - AGENCY SHOP AND COLLECTION OF DUES

1 Agency Shop

- (a) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date, or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day of such entrance, whichever of these dates is later, until the termination of this Agreement.
- (b) For the purpose of this section, "employee" shall mean any person entering into the bargaining unit.
- (c) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (d) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall re-apply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit. For purposes of this Paragraph, the term "formal separation"

shall include transfers out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than one (1) month duration.

(e) The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Section.

(f) This Section shall only apply to those states where permitted by law.

2 Collection of Dues

(a) Upon receipt of a "Payroll Deduction Authorization" from an employee, in the form attached hereto as Exhibit I, the Company will initiate deductions for amounts equal to Union Dues (and, if authorized, an Initiation Fee) from such employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments.

(1) Deduction shall be made from the employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments as follows:

EMPLOYEES

<u>PAID</u>	<u>DEDUCTIONS</u>
Bi-Weekly	installments in the first 2 bi-weekly periods each month;
Monthly	Each month

(2) Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed "Payroll Deduction Authorization" by the Company payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

(i) those required by law, and

(ii) those authorized for Group Life Insurance and Medical Expense Plan premiums.

(3) If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

(b) "Payroll Deduction Authorizations" shall be suspended when an employee:

(1) is transferred to a job that is not represented by the CWA,

(2) goes on a Leave of Absence of more than one (1) month, or

(3) is removed from the payroll of the Company.

- (c) "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.
- (d) Except as provided in Paragraph 2(b) "Payroll Deduction Authorizations" shall remain in effect when an individual is employed by the Company unless canceled by such employee. Such cancellation must be individually sent to the Company payroll office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
- (e) The Company will send copies of dues revocation letters and associated envelopes to the Union on a daily basis, as soon as possible following the Company's receipt thereof.
- (f) In the event an employee who cancels a "Payroll Deduction Authorization," in accordance with the above paragraph, wishes to resume deductions for amounts equal to Union Dues, such employee shall be obligated to complete a new "Payroll Deduction Authorization".
- (g) By written certification, the Union shall keep the Company currently informed of the amount of regular monthly dues lawfully in effect in each Local having jurisdiction over any employees in the bargaining unit. Such amount or formula shall be uniform for all employees represented by the Local.
- (h) Certifications which change the amounts equal to Union dues for any Local will be accepted by the Company no more than three (3) times in any calendar year.
- (i) Amounts deducted in accordance with the above provisions shall be remitted to the Union no later than the end of the second (2nd) week following the months during which the deductions were made.
- (j) It is recognized that the suspension, reactivation and cancellation procedures for "Payroll Deduction Authorizations" contained herein shall be observed for all employees in the bargaining unit on the effective date of this collective bargaining agreement.
- (k) It is understood that the Company assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither the Company nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss.
- (l) The Company will permit CWA-represented employees to contribute to the CWA-COPE Political Action Committee ("CWA-COPE PAC") through payroll deductions. Such procedures shall continue in effect during the term covered by this Collective Bargaining Agreement.

As provided for in the regulations of the Federal Election Commission, the Union will reimburse the Company for the cost of administration of the payroll

deduction system for CWA-COPE PAC. The parties agree that such costs, during the term of this Collective Bargaining Agreement, have been projected and included, as advance reimbursement, in the amount of the economic settlement contained in this Collective Bargaining Agreement, as a debit to the Union and a credit to the Company.

Payroll deductions authorized pursuant to this Agreement will be transmitted to the Treasurer of CWA-COPE PAC on a monthly basis.

COPEDEDUCTION

ADMINISTRATION COST SUMMARY

<u>Union</u>	<u>Estimated Employees</u>	<u>Annual Remittance</u>
CWA	48	\$5,000

Administrative support, miscellaneous expenses in manpower and supplies in connection with card data entry, problem resolutions, remittance efforts to each union, general maintenance of processes and documentations amounts to approximately \$100.00 per year for the life of this Agreement.

Total estimated cost over life of agreement: \$100.00 x 3 years = \$300

ARTICLE 8 - NON-DISCRIMINATION

- 1** In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, handicap, sexual orientation, gender identity, marital status, or status as a special disabled veteran or veteran of the Vietnam Era, including creed, disability, and citizenship, or additional characteristics protected by applicable federal, state or local law.
- 2** The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.
- 3** It is mutually agreed that no discrimination shall be practiced by the Company or the Union against any employee because of membership or non-membership in the Union, or by the Company against any member or officer of the Union because of lawful activities on behalf of the Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

The Company and the Union recognize and confirm that the grievance procedures set forth in Article 9, and, where applicable, Article 10 (Arbitration) and Article 11 (Mediation), provide the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an

employee(s) has in any manner been unfairly treated. Neither the Company, nor the Union, its locals or representatives will attempt by means other than the grievance, arbitration, and/or mediation procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle the grievance promptly and at the lowest step of the grievance procedure.

1. The grievance procedure shall consist of:

STEP 1:

Shall involve the Union representative of the Local which has been designated pursuant to Article 4 (Authorized Union Representatives) and the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s). Any adjustment or settlement of a grievance at Step 1 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

No grievance shall be considered, nor shall any appeal thereof be handled as a formal grievance, unless a meeting regarding the grievance is requested in writing within fifteen (15) calendar days of the notification or knowledge of the action or failure to act which is the subject of the grievance. The written request shall be sent to the Director, Site Operations of the Company and shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought and shall be delivered to the Company representative prior to the Step 1 meeting.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after receipt by the Company of the grievance or the notice of the appeal.

The decision of Management shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting.

STEP 2:

Shall involve an officer of the Local Union or his/her designee and the Company's Chief People Officer or his/her designated representative. The spokesperson for the Company and the Union at Step 2 should normally be different from the Company and Union spokesperson at Step 1.

Notice of the grievance appeal shall be in writing and delivered by the Union to the Company's Chief People Officer, or his/her designated representative, of the aggrieved employee(s) not later than seven (7) calendar days after the Company notifies the Union of its decision at Step 1.

The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, the remedy sought, and shall outline the reasons for the Union's grievance. Any adjustment or settlement of a grievance at Step 2 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after the notice of appeal.

The decision of Management shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting, and shall outline the reasons for the Company's decision.

STEP 3:

- 1** Shall involve the Vice President of the Union or his or her duly authorized representative and the Company's Chief Administrative Officer or his or her designated representative. Notice of the grievance appeal shall be in writing and delivered to the Chief Administrative Officer or his or her designated representative not later than fourteen (14) calendar days after the Company notifies the Union of its decision at Step 2. The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought. Discussions shall be conducted in a manner as mutually agreed upon between the Company's Chief Administrative Officer and the Union's Vice President.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after receipt by the Company of the grievance or the notice of appeal. The decision of the Company at Step 3 of the grievance procedure shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting(s) or not later than a mutually agreed upon date.

- 2** On an individual grievance basis and by mutual agreement in writing, the parties who are to hear the grievance at the next higher step may agree to waive either Step 1 or Step 2 (but not both) in the grievance procedure, but, in no event shall Step 3 be omitted or bypassed.
- 3** All notices pursuant to the First and Second Step of this Article may be emailed, hand delivered or postmarked by the United States Postal Service or within the time periods set forth herein. All notices pursuant to the Third step of this Article shall be emailed, hand delivered, or postmarked by the United States Postal Service within the time periods set forth herein.
- 4** The Company and the Union desire to process grievances in an expeditious manner. Accordingly neither party will recess a grievance at Steps 1 or 2 in excess of thirty (30) calendar days. If the grievance meeting is not reconvened within thirty (30) calendar days from the initial recess date, the grievance shall be considered denied. The Union may then appeal the grievance in accordance with the time limits set forth herein.
- 5** The Company and the Union may mutually agree to extend the time limits specified in the grievance procedure, provided such agreement is specified in writing, is limited to a specific grievance, and a new date is established.

6 Number of Union Representatives and Pay Treatment

Other than Management representatives, the number of employees (including the aggrieved employee(s) and the designated representatives of the Union) shall be limited to five (5) at all steps of the grievance procedure. Three (3) representatives, who are Company employees, designated by the Union, shall be paid for scheduled time consumed during the grievance meetings. In addition, each of these three (3) employees shall be paid for all time spent traveling in connection with grievance meetings during a Scheduled Daily Tour up to a maximum of two (2) hours for each employee at Step 1 and up to a maximum of four (4) hours for each employee at Step 2. At Step 3, at least one (1) of the Union representatives will be a fully authorized representative of the National Union.

7 Discussion or Settlement of Grievance

Any individual employee(s) shall have the right to present grievances directly to the Company and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustments. After an employee(s) has referred a grievance to the Union and the Union representative has informed the Company that the Union represents that employee(s), the Company will not discuss (except in the course of any investigation conducted by the Company) or adjust such grievance directly with said employee(s).

ARTICLE 10 - ARBITRATION

1 General

If, at any time, a difference arises between the Company and the Union regarding the true intent and meaning of a provision under this Agreement, or a question as to the performance of any obligation hereunder, the grievance procedures set forth in Article 9 (Grievance Procedure) shall be employed in an effort to settle said differences. If the grievance procedures do not result in settlement of the differences, the Union may institute proceedings pursuant to this Article to resolve the dispute in question; it being understood that the right to require arbitration extends only to matters expressly set forth in this Article and which are not otherwise expressly excluded from arbitration.

If, at any time, a dispute arises between the Company and the Union as to whether an employee was dismissed, demoted or suspended for just cause, the grievance procedures set forth in Article 9 (Grievance Procedure) shall be employed in an effort to settle the dispute. If the grievance procedures do not result in settlement of the dispute and the employee has nine (9) months or more of net credited service, the Union may institute proceedings pursuant to this Article to resolve the dispute in question.

2 Election to Arbitrate

Within ten (10) calendar days after completion of the formal grievance procedure set forth in Article 9 (Grievance Procedure), the Union may elect to submit a grievance, which is otherwise subject to arbitration under the terms of this Agreement, to arbitration for final decision in accordance with the procedures herein set forth. Such election shall be by

written notice to the Company's Chief People Officer. The written notice shall state the specific grievance and issue to be arbitrated and the contractual provision(s) involved, if any, as well as the remedy sought. For purposes of calculating the above ten (10) day time period, the formal grievance procedure shall be deemed completed as of the date of the Company's written decision at Step 3. If within thirty (30) calendar days following the date of the Company's receipt of the Union's notice of election to arbitrate, no application has been made to the American Arbitration Association as provided in Paragraph 3(b), then, absent a mutual extension of time agreement signed by the Union and the Company, such grievance and the election to arbitrate will be considered closed and the grievance shall not be arbitrable.

3 Selection of an Arbitrator

- (a) Any matter submitted to arbitration shall be heard and determined by a single impartial arbitrator mutually selected by the Union and the Company.
- (b) The Union may, within thirty (30) days of notice to the Company of its intent to arbitrate, apply to the American Arbitration Association to obtain a list of five (5) arbitrators (all of whom will be members of the National Academy of Arbitrators). One (1) of the five (5) arbitrators on this list will be selected by the parties. If this selection cannot be made, within twenty (20) days of receipt of the list from the American Arbitration Association, then the American Arbitration Association will appoint one (1) of the five (5) arbitrators from the list referenced above to hear the case.
- (c) The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives and witnesses.

4 Conduct of Hearing and Decision of Arbitrator

- (a) The parties agree to commence hearings as expeditiously as possible, but in no event later than ninety (90) calendar days after the selection of an arbitrator.
- (b) The arbitrator shall be confined to the issues submitted for decision and shall not, as a part of any decision, impose upon the parties thereto any obligation to arbitrate on a subject which is not arbitrable pursuant to the terms of this Agreement as a subject for arbitration.
- (c) The arbitrator shall not have authority or jurisdiction: (1) to establish or determine any new wage rate, job classification or job differential; or (2) to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an employee or group of employees; or (3) to add to, subtract from, modify, or disregard any provision of this Agreement. However, the arbitrator shall have reasonable authority to fashion remedies, consistent with the terms of the contract.
- (d) In disciplinary cases, the arbitrator shall determine whether the discipline was for just cause.

- (1) In the case of dismissal, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. In no event, however, shall any retroactive pay treatment extend beyond six (6) months prior to the date of the filing of the appeal to arbitration. Any retroactive pay accorded shall be based on the employee's Adjusted Rate plus evening or night differential, if applicable, less any amount, other than wages, received from the Company, and any amount paid to or receivable by the employee as wages in other employment, and as unemployment benefits under any present or future provision of law for the period of the retroactive pay treatment.
- (2) In case of suspension, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. If the arbitrator awards back pay, the employee shall receive pay for time lost at the employee's Adjusted Rate plus any tour differentials to which the employee would have been entitled if not suspended.
- (3) In the case of demotion, the employee shall be compensated for all loss of wages due to the difference in the Adjusted Rates.
- (4) Employees reinstated pursuant to this Article who have previously submitted an authorization for payroll deduction of union dues or union dues equivalency shall have such amount deducted from any back pay award.
- (e) The arbitrator shall render a decision within thirty (30) calendar days after the hearing is closed (if the parties mutually agree to waive briefs) or thirty (30) days after briefs are filed and the record in the case is closed, unless the parties thereto mutually agree to an extension of such time for a decision.
- (f) The decision of the arbitrator on any matter submitted and decided in accordance herewith shall be in writing and shall be final and binding on the parties thereto as to the particular case submitted, subject to law.

ARTICLE 11 - MEDIATION

- 1** Upon mutual agreement between the Company Chief Administrative Officer or his or her designated representative and the Union's Vice President or his or her designated representative, grievances appealed to arbitration may be mediated, with the exception of those involving contract interpretation.
- 2** Within fifteen (15) calendar days of the mutual agreement to mediate, the parties will schedule a Mediation Conference to be held at the earliest available date. Normally, the Mediation Conference will be held in the city in which the grievant is located, and will be conducted in either a Company or Union facility.
- 3** The spokesperson for the Company will be the Chief Administrative Officer or his or her designee. The spokesperson for the Union will be the Communications Workers of America Staff Representative assigned the responsibility for the grievant's Union Local. An attorney will not be used by either party at the Mediation Conference.

- 4 The grievant, the Local Union President or his/her designee, the grievant's supervisor, and CWA District level representative or above will normally attend the Mediation Conference. Attendance by others at the Mediation Conference shall be limited to those people actually involved in the Mediation Conference.
- 5 All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference. The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.
- 6 Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no record of the Mediation Conference shall be made.
- 7 The mediator may meet separately with the parties during the Mediation Conference, but will not have the authority to compel the resolution of a grievance.
- 8 The Company and Union spokespersons at the Mediation Conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent setting.
- 9 If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisory opinion.
- 10 If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement.
- 11 In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Neither party may at the arbitration hearing refer to presentations made by the other party at the Mediation Conference, the fact that a Mediation Conference was held, or any statements made by the mediator.
- 12 By agreeing to schedule a Mediation Conference the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
- 13 The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. Each party shall be responsible for payment for time consumed by and expenses of its representatives.

14 Allegations that Management is Performing Bargaining Unit Work

Both parties desire to ensure the disputes regarding allegations that management is performing bargaining unit work are fact-based and that each understands the position of the other before the dispute is placed in the hands of a third party for final resolution. In those cases where the issue has not been resolved during the grievance process and has been appealed to arbitration, with mutual consent of both parties the matter will be submitted to

mediation under the provisions of Article 11 – Mediation. All provisions of Article 11 will apply to such mediation process with the exception of Paragraph 1, Paragraph 2, and Paragraph 3. These provisions are replaced with the following language:

- a. Within fifteen (15) calendar days of the appeal to arbitration, the parties will schedule a Mediation Conference to be held at the earliest available date.
- b. The Mediation Conference will be held in Washington, DC or another mutually agreed upon location.
- c. The spokesperson for the Company will be a representative from Human Resources. The spokesperson for the Union will be a Communications Workers of America National Staff Representative.
- d. An attorney will not be used by either party at the Mediation Conference.

ARTICLE 12 - DISCIPLINE

1 Warnings

A warned employee is one who receives a written warning that is to be recorded in their personnel file, which includes an indication of possible future consequences and may be considered as a basis for future disciplinary action.

2 Demotions

A demoted employee, for the purpose of this Article, is one who has been moved for disciplinary reasons, from one job title to another job title having a lower maximum Standard Rate.

3 Suspensions

A suspended employee is one who has been denied work for disciplinary reasons for any period.

4 Dismissals

A dismissed employee is one whose service is terminated for any reason other than transfer, resignation, lay-off (or work completed for temporary or term employees), voluntary retirement or death.

- 5** In the event the Company warns, demotes, suspends, or dismisses any employee, the Union may appeal such action pursuant to the provisions of Article 9 (Grievance Procedure) of this Agreement.

- 6 A grievance appeal concerning a demotion, suspension, or dismissal of an employee who has nine (9) months or more of net credited service may also be reviewed pursuant to the provisions of Article 10 (Arbitration) of this Agreement.

ARTICLE 13 - PERSONNEL RECORDS

- 1 Once in each year (and more frequently in unique circumstances where the employee so requests and the Company agrees), employees shall, upon their request, inspect their personnel records in accordance with the Company's practices concerning inspection of personnel and/or medical records. Unless required otherwise by law, under normal circumstances, the opportunity to inspect personnel records will be provided within thirty (30) calendar days of the Company's receipt of the written request to do so.
- 2 When an employee receives a warning of suspension, demotion or discharge that is to be recorded in the employee's personnel file, the Company will provide a copy of the warning to the warned employee. A copy of the warning will be given upon request to a Union Representative if he/she is present pursuant to the provisions of Article 5 (Union Representation).

ARTICLE 14 - SAFETY

- 1 Safety and health is of mutual concern to the Company and the Union. Together we recognize the need for a work environment in which safe, ergonomically correct operations can be achieved in all phases of work. We recognize the need to promote better understanding and acceptance of safety, health and ergonomics principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public.
- 2 To achieve these safety objectives, the Company and the Union agree to discuss safety and health principles through the Union-Management Cooperation Committee.
- 3 When employees express reasonable concerns about their personal safety in connection with assignments in localities in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employees will not be required to work alone.

ARTICLE 15 - WAGES

General Wage Information

Wage rates for job titles and wage schedules are set forth below, apply in individual geographic locations as indicated, are for a basic work week, and are exclusive of differentials.

1 Starting Rates

- (a) If business conditions require, or when employee's qualifications (in the judgment of the Company) justify starting rates higher than the minimum, such higher rates may be granted. In no case shall an employee be paid less than the starting rate on the wage schedule applicable to the employee's title.

- (b) Whenever the Company hires regular employees (except temporaries) at above the start rate due to employment market conditions, incumbent employees and transfer candidates who are at lower Standard Rates in the same organization and same title and work location shall have their Standard Rate and equivalent service date (wage progression clock) adjusted to that of the new hire effective as of the new hire start date.

2 Equivalent Service

Wage schedules of this contract are of the equivalent service type.

- (a) Equivalent Service, as used herein, means the period of time elapsed since the date on which the employee's current assignment began, adjusted by:
 - (1) The addition of the number of months of service that would be required to attain, on the applicable wage schedule, the Standard Rate which the employee was given on the date his or her current assignment began, and
 - (2) The addition of the number of months of service applicable pursuant to Paragraph 1(b) above, and
 - (3) The deduction of days in excess of a thirty (30) continuous day period of absence occurring since the date on which the employee's current assignment began, if such absence occurred during a period covered by an approved leave of absence or extension thereof.

3 Wage Progression

- (a) Wage Progression shall be continued in accordance with the wage schedules below.
- (b) When an employee completes an indicated period of equivalent service entitling the employee to a progression wage increase, such wage increase will be effective on the first day of the week in which such period of service is completed.

4 General Wage Schedule Increases

The increases in the wage schedules set forth below shall be computed on an exponential basis. Hourly Wage Schedules shall be rounded to the nearest penny. Weekly Wage Schedules shall be rounded to the nearest dollar.

- (a) **Initial Wage Increase:** Wage schedules shall be increased by 2% on the Maximum Rates and by 2% on the Minimum Rates in effect on January 1, 2022. The initial general wage increase shall be effective on the payroll period following the date of ratification. The retroactive wages from January 2022 to the date of ratification will be paid as soon as practicable after ratification.
- (b) **Second Wage Increase:** Effective January 1, 2023, wage schedules shall be increased by 2.5% on the Maximum Rates and by 2.5% on the Minimum Rates in effect.

(c) Third Wage Increase: Effective January 1, 2024, wage schedules shall be increased by 3% on the Maximum Rates and by 3% on the Minimum Rates in effect.

The progression step increases in the wage schedules between the zero (0) month step and the sixty (60) month step will be computed on an exponential basis. The progression steps beyond the sixty (60) month step will be increased based on the wage rate in effect January 1, 2022, at each respective step plus 2% for the initial wage increase, 2.5% for the second wage increase and 3% for the third wage increase.

An employee's increase in Standard Rate shall be based on the Wage Progression Step to which assigned on the effective date of the aforementioned wage increase.

WAGE TABLES

Region 1 (MA, NJ)

	Effective 12-30-2021	Effective 1-1-2022	Effective 1-1-2023	Effective 1-1-2024
	Per week	Per week	per week	per week
Starting rate	\$1,032.41	\$1,053.06	\$1,079.38	\$1,111.77
6 months	\$1,146.93	\$1,169.87	\$1,199.12	\$1,235.09
12 months	\$1,274.56	\$1,300.05	\$1,332.55	\$1,372.53
18 months	\$1,416.17	\$1,444.49	\$1,480.61	\$1,525.02
24 months	\$1,573.53	\$1,605.00	\$1,645.13	\$1,694.48
30 months	\$1,748.36	\$1,783.33	\$1,827.91	\$1,882.75
36 months	\$1,927.57	\$1,966.12	\$2,015.27	\$2,075.73

Region 2 (GA, TX, VA)

	Effective 12-30-2021	Effective 1-1-2022	Effective 1-1-2023	Effective 1-1-2024
	Per week	Per week	per week	per week
Starting rate	\$973.40	\$992.87	\$1,017.69	\$1,048.22
6 months	\$1,081.80	\$1,103.44	\$1,131.02	\$1,164.95
12 months	\$1,202.00	\$1,226.04	\$1,256.69	\$1,294.39
18 months	\$1,335.31	\$1,362.02	\$1,396.07	\$1,437.95
24 months	\$1,483.49	\$1,513.16	\$1,550.99	\$1,597.52
30 months	\$1,648.27	\$1,681.24	\$1,723.27	\$1,774.96
36 months	\$1,831.41	\$1,868.04	\$1,914.74	\$1,972.18

Region 3 (IL)

	Effective 12-30-2021	Effective 1-1-2022	Effective 1-1-2023	Effective 1-1-2024
	Per week	Per week	per week	per week
Starting rate	\$1,006.62	\$1,026.75	\$1,052.42	\$1,083.99

6 months	\$1,118.52	\$1,140.89	\$1,169.41	\$1,204.50
12 months	\$1,242.65	\$1,267.50	\$1,299.19	\$1,338.17
18 months	\$1,380.77	\$1,408.39	\$1,443.60	\$1,486.90
24 months	\$1,534.19	\$1,564.87	\$1,604.00	\$1,652.12
30 months	\$1,704.65	\$1,738.74	\$1,782.21	\$1,835.68
36 months	\$1,889.54	\$1,927.33	\$1,975.51	\$2,034.78

Region 4 (AZ, CA, WA)

	Effective 12-30-2021	Effective 1-1-2022	Effective 1-1-2023	Effective 1-1-2024
	Per week	Per week	per week	per week
Starting rate	\$968.16	\$987.52	\$1,012.21	\$1,042.58
6 months	\$1,075.68	\$1,097.19	\$1,124.62	\$1,158.36
12 months	\$1,195.44	\$1,219.35	\$1,249.83	\$1,287.33
18 months	\$1,328.32	\$1,354.89	\$1,388.76	\$1,430.42
24 months	\$1,475.62	\$1,505.13	\$1,542.76	\$1,589.04
30 months	\$1,639.53	\$1,672.32	\$1,714.13	\$1,765.55
36 months	\$1,821.79	\$1,858.23	\$1,904.68	\$1,961.82

5 Transfers

When an employee is permanently transferred within the bargaining unit to another locality where a different wage schedule is applicable, the employee’s Standard Rate shall be adjusted to conform to the schedule in the new locality. If the transfer is temporary, then the wage schedule in effect at the employee’s permanent work location will be applicable.

6 Reassignment to a Title Having a Lower Maximum Standard Rate in Same Locality

When an employee is reassigned to a title having a lower maximum Standard Rate, such employee’s Standard Rate shall be reduced if:

- (a) The employee is reassigned to his or her former title following a temporary promotion, in which case the Standard Rate shall be adjusted to the Standard Rate the employee would have acquired had the employee remained in the lower title.
- (b) The reassignment is employee initiated, in which case the employee’s new Standard Rate will be determined by placing the employee on the same step of the lower schedule as the employee occupied on the higher schedule.
- (c) The employee’s Standard Rate is higher than the maximum indicated in the wage schedule applicable to the employee’s new title, in which case the employee’s Standard Rate shall be reduced to such maximum, except as indicated in Article 27 (Reassignment Pay Protection Plan).
- (d) The employee is reassigned because of failure to meet requirements of the job.

7 Promotions

- (a) In determining a candidate's qualifications for promotion within the bargaining unit, the Company will consider many factors including, but not limited to, seniority, attendance, job performance, technical skills and experience. If qualifications are substantially equal, the senior net credited service employee will be selected. The selection shall be subject to the procedures of Article 9 (Grievance) and of Article 10 (Arbitration). The decisions of the Company concerning whether qualifications of the candidates are substantially equal shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith.
- (b) Each employee promoted from one job to another with a higher maximum Standard Rate of pay shall have his or her Standard Rate of pay in the higher rated job determined by allowing the employee full wage experience credit, both in progression and at maximum, except that when an employee is promoted to a job having a longer progression schedule than that of the job from which the employee is promoted, an employee's wage experience credit shall not exceed:
 - (1) Two (2) steps down from maximum on the longer wage schedule if of sixty (60) months or less length;
 - (2) Four (4) steps down from maximum on the longer wage schedule if of sixty-one (61) months or more in length;
- (c) If the effect of applying the step down is to decrease wages, then the employee will be placed on the first step of the new schedule that results in a wage increase.

8 Tentative Wage Schedule Assignments

If an employee is assigned to a new territory or locality for which no wage schedule assignment is indicated for the employee's title, the Company shall make a tentative wage schedule assignment to cover the situation. If the final wage schedule assignment is different from the tentative assignment, an employee who holds such position during the period of tentative assignment shall be eligible to receive wage treatment during such period in accordance with the final assignment.

ARTICLE 16 - TRANSFERS, TRAVEL ALLOWANCES, AND MOVING EXPENSES

- 1 The Company may transfer, assign or reassign, temporarily or permanently, bargaining unit employees from one job assignment to another within the same job title and/or from one work location to another. Permanent transfers, assignments or reassignments will be accomplished in accordance with the following:
 - (a) The Company may permanently transfer, assign, or reassign employees within a Geographical Commuting Area (GCA) as the Company may deem necessary or appropriate. Employees' seniority shall be taken into account in the treatment of employees under Article 16, Paragraph 1(a), insofar as the conditions of the business and the abilities of the employees permit. A GCA will include work locations within reasonable commuting distances and shall be defined by the Company's Chief Administrative Officer and the Union's appropriate Vice President.
 - (b) When the Company finds it necessary or appropriate to permanently transfer, assign or reassign bargaining unit employees to a reporting location which is outside the GCA, the Company will seek volunteers in the GCA from which the transfer, assignment or

reassignment is to be made. The transfer, assignment or reassignment will be accomplished from among the volunteers in descending order of seniority, provided the Company determines that the volunteers are qualified and can be released.

- (c) If the Company determines that it cannot effect the transfer, assignment or reassignment pursuant to Paragraph 1(b) above from among the volunteers, the transfer, assignment or reassignment will be effected from among bargaining unit employees in the GCA from which the transfer, assignment or reassignment is to be made in inverse order of seniority, provided the Company determines that those employees are qualified and can be released. If such transfer, assignment or reassignment would require an affected employee to relocate his or her residence as provided under Paragraph 7 below and that employee refuses the assignment, the Company will implement the procedures set forth in Article 24 (Force Adjustment - Layoff, Part-Timing, and Recall) of this Agreement.
- (d) Insofar as the conditions of the business and the abilities of the employees permit, the provisions of Paragraphs 1(a), 1(b) and 1(c) shall apply to temporary transfers, assignments or reassignments.

2 Travel Allowances - Temporary Transfers, Assignments or Reassignments Within Commuting Distance

Travel within fifty (50) road miles from the permanent reporting location will be considered within Commuting Distance.

An employee temporarily transferred, assigned or reassigned to a reporting location within commuting distance of the employee's regular reporting location (whether or not it is within the employee's GCA) which results in an increase in commuting miles and travel and occurs wholly outside the employee's scheduled tour, he/she will be compensated at the highest allowable IRS rate per mile for business travel which does not require inclusion of the amount in the employee's gross income per mile for each mile over and above their normal commute if the employee uses their personal vehicle. If an employee uses mass transportation, he/she will be compensated for the use of their personal vehicle to the location where mass transportation is available in addition to the cost of the mass transportation.

If the employee covered under this Article is temporarily assigned to a reporting location more than fifty (50) road miles, or to a location in which, in the judgment of the Company, daily commuting is not practical, the Company will provide compensation to the employee per the provisions of Article 16, Paragraph 3.

3 Travel Allowances - Temporary Transfers, Assignments or Reassignments Beyond Commuting Distance

- (a) If an employee is temporarily transferred, assigned or reassigned to a reporting location more than fifty (50) road miles from the permanent reporting location, or to a location to which, in the judgment of the Company, daily commuting is not practical, the Company will provide compensation to the employee per the following provisions, at the option of the employee:

- (1) Provide the per diem expense reimbursement of either Paragraph 3(b) or 3(c) plus reimbursement for lodging at the location, or;

(2) Providing an employee meets the following criteria:

- (i) Travel to or from the employee's temporary reporting location occurs wholly outside of the employee's scheduled tour,
 - (ii) The employee does not travel via Company provided transportation, and
 - (iii) The transfer, assignment or reassignment results in either a longer commuting distance for the employee or an increase in commuting expense to the employee, afford the employee the option of reimbursement for actual commuting mileage at the highest IRS allowable rate per mile. Except as provided in 3(e) below, on temporary assignments of greater than one (1) day, commuting time for employees reimbursed pursuant to this Paragraph shall not be considered time worked.
- (b) The per diem expense payment for those temporary transfers, assignments or reassignments in which lodging only is provided shall be the regular per diem rate for meals and incidental expenses as used by the IRS and effective on the day to which the per diem applies. The rate shall be for the location in the continental United States (contiguous 48 states) to which the employee is transferred assigned or reassigned. For all other locations in the continental United States, the standard per diem rate for meals and incidental expenses used by the IRS shall apply. For Alaska and Hawaii, the per diem rate shall be for proportional meals and local incidental expenses for the location to which the employee is transferred, assigned or reassigned, as adopted by the General Services Administration (GSA) and referenced by the IRS, for travel outside the continental United States on the day to which the per diem applies. If the specific location is not listed, the rate for "other" in Alaska or Hawaii, as applicable, will be used. No other expense reimbursement will be paid on a day for which a per diem is allowed, except for travel related expenses as provided for in Paragraphs 4(c), 5 and/or 6.
- (c) The per diem expense payment for those temporary transfers, assignments or reassignments in which lodging and meals are provided shall be three dollars (\$3.00) a day for the first five (5) days and shall be five dollars (\$5.00) a day for the sixth day and thereafter. This per diem expense reimbursement paid when lodging and meals are provided covers laundry, local transportation, gratuities, and other expenses which the employee may incur. No other expense reimbursement will be paid on a day in which a per diem is allowed, except for travel related expenses as provided for in Paragraphs 4(c), 5 and/or 6.
- (d) Except in the case of an employee attending a Company school at which the employee is required to live and remain, if the temporary work location is more than thirty-five (35) road miles from the employee's regular reporting location, an employee may elect to receive an allowance of forty-five (\$45.00) per day in lieu of board and lodging for each day of the temporary assignment so long as the employee does not actually commute between his or her home and the temporary reporting location.
- (e) Time spent traveling at the start and end of an assignment under the provisions of Paragraphs 3(a) and 3(d) will be considered time worked. This will not include time spent traveling to and from the temporary living quarters to the temporary work location.

- (f) Notwithstanding any other provisions of this Article, an employee eligible to receive a per diem expense payment pursuant to Paragraph 3(b), 3(c), or 3(d) of this Article shall also be reimbursed for telephone calls of reasonable number and length.

4 Interim Return Home

- (a) If the temporary work location is more than thirty-five (35) road miles from the employee's regular reporting location, the Company will provide for travel reimbursement to return the employee to his or her home for two consecutive non-scheduled days every third week of the temporary assignment.
- (b) In lieu of the provision of Subparagraph 4(a) above, when an employee is attending a Company school at which he or she is required to live and remain, the employee shall be eligible to periodically return to his or her home according to the requirements of the school.
- (c) Employees who are authorized to periodically return to their homes shall be reimbursed, as determined by the Company, as follows:
 - (1) Personal vehicle usage at the highest IRS allowable rate per mile plus actual out-of-pocket, travel-related expenses; or
 - (2) Authorized expense for travel by public transportation when such is convenient.
- (d) Time spent traveling under the provisions of this Paragraph shall not be considered as time worked.
- (e) When an employee leaves the temporary location under these provisions, the employee will release his or her room and make a reservation for the date of return. The Company shall not be required to pay lodging not actually used.

5 Transportation to Temporary Assignment

- (a) The Company will provide or determine the mode of transportation to the temporary assignment.
- (b) Should the employee request and be granted permission to use a means of transportation other than the preferred Company mode of transportation, reimbursement will be made as follows:
 - (1) Time for travel will be based on a reasonable duration had the employee used the Company preferred mode of transportation.
 - (2) Personal vehicle usage will be reimbursed at the highest IRS allowable rate per mile up to the cost of the lowest round trip fare to the temporary assigned destination, based on the Company's preferred mode of transportation.
 - (3) No per diem expense reimbursement or lodging reimbursement will be made over what would have been reimbursed had the preferred Company mode of transportation been used.

6 Travel Expenses During Work Time

Employees required to travel after the start of or before the end of their tours will be provided transportation by the Company or reimbursed for travel-related out-of-pocket expenses and/or authorized use of their personal vehicle in connection with such travel. Employees who travel by public transportation will be reimbursed for their actual out-of-pocket, travel-related expenses. Employees who are authorized to use their personal vehicles for such travel will be reimbursed at the highest IRS allowable rate per mile plus actual out-of-pocket, travel-related expenses.

7 Moving Expenses

- (a) An employee (1) who is permanently transferred, assigned or reassigned outside the GCA according to the provisions of Paragraph 1(b) and/or 1(c), and (2) whose new reporting location is more than thirty-five (35) road miles distant from the employee's old reporting location, and (3) who has an increase in road miles from the employee's current permanent residence to the new work location will be provided a lump sum payment of \$13,000.00 or the amount of termination allowance the employee would receive if the employee were laid off, whichever is less; provided however, that in no case shall such a relocating employee be paid a lump sum payment of less than \$7,000.00.
 - (1) The lump sum payment will be subject to the withholding of appropriate taxes.
 - (2) Appropriate change-of-residence documentation will be provided to management within forty-five (45) days of the change of residence.
 - (3) Change of residence must be completed within one (1) year of the date of transfer.
- (b) An employee entitled to moving expenses under the provisions of Paragraph 7(a) may elect not to relocate his or her residence and shall be entitled to receive a one-time lump sum allowance of \$1,500.00 in lieu of such moving expenses provided this election is made within one (1) year of the date of transfer.
- (c) Employees transferred via Article 16 who meet the relocation criteria in Article 16, Paragraph 7(a), and are compensated for actually relocating their residence, shall be offered the opportunity to move back to the former location with relocation compensation for the lesser of: (1) the termination allowance for which they would have been eligible upon layoff; or (2) \$13,000.00 if the following conditions are met:
 - (1) The employee is laid off at the new site within three (3) years of placement; and
 - (2) The employee relocates back to the original geographical location; and
 - (3) The employee does not qualify for any other Company provided relocation compensation program.

ARTICLE 17 - NEW JOB TITLES AND JOB CLASSIFICATIONS

- 1** Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or to restructure or redefine an existing one, it shall provide advance notice of that action to the Union. Such notice shall include the job title or classification, a job description of the duties for such job title or classification, and the

initial Standard Rates and wage schedule for such job title or classification. The Company may proceed to staff such job title or classification after thirty (30) days from such notice.

- 2 Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial Standard Rates or wage schedules which the Company has established for the new or restructured job title or classification.
- 3 If negotiations are not so initiated, the initial Standard Rates and wage schedules set by the Company shall remain in effect.
- 4 If agreement is reached between the parties within sixty (60) days following the Union's receipt of notice from the Company concerning the initial Standard Rates and wage schedules, the agreed upon Standard Rates and wage schedules shall be implemented as of the date of such agreement.
- 5 If negotiations are initiated pursuant to Paragraph 2, above, and if the parties are unable to reach agreement on a schedule of Standard Rates for the new or restructured job title or classification within sixty (60) days following the Union's receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate schedule of Standard Rates for the new or restructured job title or classification be submitted for resolution to a neutral third party, to be selected by mutual agreement from among those who possess acknowledged expertise in the area of job evaluation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such meeting or hearing shall be held within thirty (30) days after the matter is referred to the neutral third party, who shall render a written decision as to an appropriate schedule of Standard Rates for the new or restructured job title or classification within sixty (60) days of the date that the matter is first referred for resolution. In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision.
- 6 The procedures set forth herein shall also apply when the Company creates a new job or re-evaluates a position or function held by an employee resulting in a reduction in the employee's Standard Rate or level. The Union will be given the opportunity to perform its own job evaluation or joint job evaluation within thirty (30) days of notification as described in Paragraph 1.
- 7 The procedures set forth in Paragraph 5, above, shall be the exclusive means by which the Union may contest the schedule of Standard Rates which the Company sets for any new or restructured job title or classification or the decision of the Company in re-evaluating a function or position held by an employee resulting in a reduction in the employee's Standard Rate or level.

ARTICLE 18 - CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES

- 1 Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee, based on such part-time employee's Hourly Adjusted Rate.

- 2 The classification of a part-time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent work week" classification of 16.)
- 3 The part-time "equivalent work week" (EWW) classification of each part-time employee shall be reviewed by the Company on or about February 1 and August 1 of each year and adjusted as appropriate. In determining the appropriate EWW, the Company will consider the actual average number of hours worked in each of the two (2) quarters during the preceding six (6) month period except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked. If the result in both of the preceding two (2) quarters is a number higher than the employee's existing EWW, the employee will be reclassified to the classification represented by the lower of the two (2) quarters. If the result in one (1) of the two (2) preceding quarters is equal to or lower than the employee's existing EWW, and the result of the other quarter is equal to or greater than the employee's existing EWW, then the employee's existing EWW will remain unchanged. If the result in both the preceding two (2) quarters is a number lower than the employee's existing EWW, the employee will be reclassified to the classification represented by the higher of the two (2) quarters.
- 4 Payments to a regular part-time employee for disability under the Company Pension Plan and the Company's disability plan, vacations, holiday, anticipated disability leave and sickness absence (not under the Company's disability plan), or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employees "part-time equivalent work week" to the normal work week of a comparable full time employee in the same job title, classification or work group. A part-time employee shall not be paid for time not worked for absence due to sickness (not under the Company's disability plan) unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work and the employee is eligible for pay for personal illness in accordance with Article 20 as applicable.
- 5 Part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under benefit plans, programs, and policies noted in Article 19 – Benefit Plans, Programs, and Policies.
- 6 Part-time employees, regardless of classification, shall be eligible for Excused Work Days on a pro-rata basis based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.

ARTICLE 19 - BENEFIT PLANS, PROGRAMS, AND POLICIES

The means for fulfilling the terms of this Article may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for personnel, the benefits agreed to be provided pursuant to this Article and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications

(SMMs) of these plans, policies and programs have been provided to the Union. If there is any difference between these Summary Plan Descriptions and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

1. HEALTH AND WELFARE BENEFIT PLANS

A. Effective January 1, 2022, current employees shall be eligible to participate in the benefit plans, programs and policies, identified in the chart below, as described in the applicable SPDs and SMMs, except as noted herein.

Plan/Program/Policy
Medical Benefit PPO, HDHP and EPO Plans
Employee Assistance Program
Dental PPO Plus Plan
Vision Plan
Basic Life and AD&D Plans
FSA (Health, Dependent, Limited), HAS, Commuter (Transit, Parking)
Short and Long Term Disability Plans
Medical Plan Enhancements (Progyny, Hinge, Medical management, Health Advocacy Services)
Teledoc
Voluntary Life/AD&D (Supplemental Spouse & Child), Accident, Critical Illness and Hospital Indemnity Plans*

*Upon notice to the Union, the Company may unilaterally modify the voluntary benefits provided from time to time or discontinue without further discussions with the Union.

Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination (an “Eligible Retired Employee”) will be eligible, during the term of this Agreement, for coverage under the Medical EPO, PPO, and HDHP Plans, Dental PPO Plus Plan, Basic Life and AD&D Plans, Vision Plan, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Summary Outlines below.

Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of the plans, policies and programs identified above have been provided to the Union. If there are discrepancies between the specific information provided in this Agreement and the plan documents, SPDs or SMMs, the information provided in the plan documents, SPDs or SMMs will govern.

It is understood that certain benefits may be subject to change to comply with implementation of PPACA and associated regulations and agency guidance. The Company will notify the Union of the changes the Company intends to make to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the Agreement will remain in effect through expiration.

- B. Employee Premium Contributions – Monthly employee healthcare premium contribution rates will increase by 0% in 2022, 5% in 2023, and 5% in 2024, as reflected in the chart below.

	2022	2023	2024
<u>PPO</u>			
EE Only	\$129.00	\$135.45	\$142.22
EE + Spouse	\$267.00	\$280.35	\$294.37
EE + Child(ren)	\$267.00	\$280.35	\$294.37
EE + Family	\$267.00	\$280.35	\$294.37
<u>HDHP</u>			
EE Only	\$50.00	\$52.50	\$55.13
EE + Spouse	\$124.00	\$130.20	\$136.71
EE + Child(ren)	\$124.00	\$130.20	\$136.71
EE + Family	\$124.00	\$130.20	\$136.71

2. PENSION AND SAVINGS BENEFIT PLAN

Employees shall be eligible to participate in the benefit plans, programs and policies identified in the chart below, as described in the applicable SPDs and SMMs, except as noted herein.

Plan/Program/Policy
Evoque Data Center Solutions Pension Benefits Plan
Evoque Legacy Bargained Program of the Evoque Data Center Solutions Pension Benefit Plan
Bargained Cash Balance Program #2 of the Evoque Data Center Solutions Pension Benefit Plan

Pension Band Increases. Employees who participate in the Evoque Legacy Bargained Program of the Evoque Data Center Solutions Pension Benefit Plan will be eligible for the following pension band increases:

1.0% effective January 1, 2022

1.0% effective January 1, 2023

1.0% effective January 1, 2024

3. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subjects covered by the existing employee benefit plans, programs and policies.
4. In the event, during the life of this Agreement, the Company proposes to amend any of the existing employee benefit plans, programs and/or policies or their successors, in a manner that affects benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided however that no amendment may be made in the employee benefit plans, programs and/or policies which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.
5. Any dispute involving the true intent and meaning of preceding paragraph may be presented as a grievance and if not resolved by the parties, it may be submitted to the arbitration procedure of this Agreement. Nothing in this Agreement shall be construed to subject the employee benefit plans, programs, and/or policies referenced in this Article (or their successors) to arbitration.

Monthly Benefit Table

(Effective January 1, 2022)

For eligible employees whose net credited service is at least fifteen (15) years as of June 30, 1998, and who terminate employment on or after January 1, 2022, the Monthly Benefit Table shall be as follows:

Pension Band	Dollar Amount	Pension Band	Dollar Amount
101	41.56	119	73.15
102	43.30	120	74.87
103	45.07	121	76.61
104	46.79	122	78.41
105	48.56	123	80.09
106	50.33	124	81.89
107	52.15	125	83.69
108	53.86	126	85.40
109	55.63	127	87.15
110	57.37	128	88.90
111	59.14	129	90.66
112	60.85	130	92.39
113	62.63	131	94.18
114	64.35	132	95.91
115	66.12	133	97.65

(Effective January 1, 2023)

For eligible employees whose net credited service is at least fifteen (15) years as of June 30, 1998, and who terminate employment on or after January 1, 2023, the Monthly Benefit Table shall be as follows:

Pension Band	Dollar Amount	Pension Band	Dollar Amount
101	41.982	119	73.89
102	43.73	120	75.62
103	45.526	121	77.37
104	47.26	122	79.19
105	49.05	123	80.89
106	50.83	124	82.71
107	52.67	125	84.53
108	54.40	126	86.25
109	56.19	127	88.02

110	57.94	128	89.79
111	59.73	129	91.56
112	61.46	130	93.32
113	63.26	131	95.12
114	64.99	132	96.87
115	66.79	133	98.62

(Effective January 1, 2024)

For eligible employees whose net credited service is at least fifteen (15) years as of June 30, 1998, and who terminate employment on or after January 1, 2024, the Monthly Benefit Table shall be as follows:

Pension Band	Dollar Amount	Pension Band	Dollar Amount
101	42.40	119	74.62
102	44.17	120	76.38
103	45.97	121	78.15
104	47.73	122	79.98
105	49.54	123	81.70
106	51.34	124	83.54
107	53.19	125	85.37
108	54.95	126	87.11
109	56.75	127	88.90
110	58.52	128	90.69
111	60.32	129	92.48
112	62.08	130	94.25
113	63.89	131	96.08
114	65.64	132	97.84
115	67.45	133	99.61

Pension Band Credits

(Effective January 1, 2022)

For crediting periods beginning on or after January 1, 2022, for participants who were on the active roll of the Company on or after January 1, 2022, the Pension Band Credit Table shall be as follows:

Band	Years and Months of Service in Whole Years							
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+
101	1116	1304	1486	1857	1876	2608	3161	3716
102	1153	1349	1545	1929	1948	2708	3278	3858
103	1205	1408	1605	2007	2027	2809	3414	4014
104	1249	1459	1669	2085	2107	2913	3539	4165
105	1297	1513	1735	2164	2186	3023	3676	4323
106	1336	1564	1786	2230	2251	3128	3793	4464
107	1387	1617	1845	2308	2331	3232	3930	4614
108	1429	1669	1910	2387	2412	3343	4055	4771
109	1481	1727	1968	2463	2488	3447	4192	4926
110	1518	1773	2027	2534	2558	3545	4307	5072
111	1570	1832	2092	2614	2640	3656	4440	5220
112	1610	1877	2151	2691	2719	3768	4568	5376
113	1661	1936	2209	2765	2793	3871	4700	5532
114	1702	1987	2269	2836	2863	3969	4822	5672
115	1747	2040	2326	2913	2942	4080	4953	5829
116	1793	2099	2393	2993	3023	4192	5088	5982
117	1845	2144	2457	3068	3099	4296	5215	6140
118	1882	2196	2516	3141	3172	4394	5339	6277
119	1929	2254	2573	3222	3254	4504	5468	6433
120	1974	2308	2632	3291	3324	4609	5606	6589
121	2021	2359	2697	3369	3403	4724	5731	6745
122	2060	2405	2749	3441	3475	4822	5847	6881
123	2111	2463	2815	3518	3554	4926	5982	7039
124	2163	2522	2882	3599	3635	5031	6120	7195
125	2204	2568	2941	3676	3713	5142	6245	7351
126	2248	2621	2999	3748	3785	5246	6361	7488
127	2300	2691	3068	3840	3878	5370	6524	7671
128	2352	2737	3134	3911	3950	5475	6654	7825
129	2387	2790	3180	3976	4016	5568	6765	7950
130	2430	2836	3238	4049	4089	5665	6881	8095

131	2477	2888	3304	4124	4165	5777	7012	8252
132	2522	2941	3364	4202	4244	5886	7143	8408
133	2568	2999	3422	4282	4325	5991	7280	8557
134	2614	3050	3480	4348	4391	6088	7398	8701
135	2654	3097	3539	4426	4470	6199	7528	8857

(Effective January 1, 2023)

For crediting periods beginning on or after January 1, 2023, for participants who were on the active roll of the Company on or after January 1, 2023, the Pension Band Credit Table shall be as follows:

Band	Years and Months of Service in Whole Years							
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+
101	1127	1317	1501	1876	1894	2634	3193	3753
102	1165	1363	1561	1948	1968	2735	3311	3897
103	1217	1422	1621	2027	2047	2837	3448	4054
104	1262	1474	1685	2105	2128	2942	3574	4207
105	1310	1528	1753	2186	2207	3053	3713	4366
106	1350	1580	1804	2252	2274	3159	3830	4509
107	1401	1633	1864	2331	2354	3264	3969	4660
108	1443	1685	1929	2410	2436	3377	4096	4819
109	1495	1744	1988	2488	2513	3482	4233	4975
110	1533	1790	2047	2559	2584	3581	4350	5123
111	1585	1850	2113	2640	2667	3693	4484	5272
112	1626	1895	2173	2718	2746	3806	4614	5430
113	1678	1956	2231	2793	2821	3910	4747	5587
114	1719	2007	2292	2864	2892	4009	4870	5729
115	1765	2061	2349	2942	2972	4121	5003	5887
116	1811	2120	2417	3023	3053	4233	5139	6042
117	1864	2166	2482	3099	3130	4338	5267	6201
118	1900	2218	2541	3173	3204	4437	5392	6340
119	1948	2277	2599	3254	3287	4549	5523	6497
120	1993	2331	2658	3323	3357	4655	5662	6655
121	2041	2383	2724	3403	3437	4771	5788	6812
122	2081	2429	2777	3475	3510	4870	5905	6950
123	2132	2488	2843	3553	3590	4975	6042	7109
124	2185	2547	2910	3635	3671	5081	6181	7267
125	2226	2594	2971	3713	3750	5193	6307	7424
126	2271	2647	3029	3786	3823	5298	6425	7563

127	2323	2718	3099	3878	3917	5424	6589	7748
128	2376	2764	3165	3950	3990	5530	6720	7904
129	2410	2818	3212	4016	4056	5624	6833	8029
130	2454	2864	3270	4090	4130	5722	6950	8176
131	2501	2916	3337	4165	4207	5835	7083	8334
132	2547	2971	3398	4244	4286	5945	7214	8492
133	2594	3029	3456	4325	4368	6051	7353	8642
134	2640	3081	3515	4392	4435	6149	7472	8788
135	2681	3128	3574	4470	4515	6261	7603	8945

(Effective January 1, 2024)

For crediting periods beginning on or after January 1, 2024, for participants who were on the active roll of the Company on or after January 1, 2024, the Pension Band Credit Table shall be as follows:

Band	Years and Months of Service in Whole Years							
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+
101	1138	1330	1516	1895	1913	2660	3225	3790
102	1177	1376	1576	1968	1987	2762	3344	3936
103	1229	1436	1637	2047	2068	2865	3482	4094
104	1274	1489	1702	2127	2149	2971	3610	4249
105	1323	1543	1770	2208	2230	3084	3750	4410
106	1363	1596	1822	2275	2297	3191	3869	4554
107	1415	1650	1882	2354	2378	3297	4009	4706
108	1458	1702	1948	2435	2460	3410	4137	4867
109	1510	1762	2008	2513	2538	3516	4276	5025
110	1549	1808	2068	2585	2610	3616	4393	5174
111	1601	1869	2134	2666	2693	3730	4529	5325
112	1642	1914	2195	2745	2774	3844	4660	5484
113	1695	1975	2253	2821	2849	3949	4794	5643
114	1736	2027	2315	2893	2921	4049	4919	5786
115	1782	2081	2373	2971	3001	4162	5053	5946
116	1829	2141	2441	3053	3084	4276	5191	6102
117	1882	2187	2507	3130	3161	4382	5319	6263
118	1919	2240	2566	3204	3236	4482	5446	6403
119	1968	2300	2625	3287	3320	4594	5578	6562
120	2013	2354	2685	3357	3391	4701	5718	6722
121	2062	2407	2751	3437	3471	4819	5846	6880
122	2102	2453	2804	3510	3545	4919	5964	7019

123	2153	2513	2871	3589	3626	5025	6102	7180
124	2207	2573	2939	3671	3708	5132	6243	7340
125	2248	2620	3000	3750	3787	5245	6370	7499
126	2293	2674	3059	3823	3862	5351	6489	7639
127	2346	2745	3130	3917	3956	5478	6655	7825
128	2400	2792	3197	3989	4030	5585	6788	7983
129	2435	2846	3244	4056	4096	5680	6901	8109
130	2479	2893	3303	4130	4172	5779	7019	8258
131	2526	2946	3370	4207	4249	5893	7153	8418
132	2573	3000	3432	4286	4329	6005	7286	8577
133	2620	3059	3491	4368	4412	6112	7426	8729
134	2666	3112	3550	4435	4480	6211	7547	8876
135	2708	3159	3610	4515	4560	6324	7679	9035

ARTICLE 20 - ABSENCE

1 Absence in General

An employee who is to be absent for any reason shall promptly notify his or her supervisor with the reason for the absence and its probable duration, in order that proper consideration may be given to the employee's request. In the event the employee cannot reach his or her supervisor, then a message left with the supervisor's designee or an electronic messaging unit approved by the supervisor shall be appropriate notification, provided the employee leaves a reach number. Absences with or without pay because of other reasons not outlined in this Article may be granted at the discretion of the Company.

2 Personal Illness

(a) Employees shall receive:

- (1) Payment for full or partial days scheduled in a normal work week but not worked due to personal illness during the first seven (7) consecutive days will be paid on the following basis:
 - (i) Less than three (3) years – Pay for full or partial scheduled day after the second full consecutive scheduled day of work not worked due to personal illness absence with a maximum of five (5) paid days in a calendar year.
 - (ii) During each calendar year beginning with the calendar year in which a term of employment of three (3) years of service but less than six (6) years of net credited service is completed - Pay from and including the first full or partial scheduled day of work not worked due to a personal illness with a maximum of five (5) paid days in a calendar year
 - (iii) During each calendar year beginning with the calendar year in which a term of employment of six (6) years of net credited service but less than eleven (11) years of net credited service is completed – Pay from and including the first full or partial scheduled day of work not worked due to a personal illness with a maximum of seven (7) paid days in a calendar year.
 - (iv) During each calendar year beginning with the calendar year in which a term of employment of eleven (11) years of net credited service but less than twenty-five (25) years of net credited service is completed – Pay from and including the first full or partial scheduled day of work not worked due to a personal illness with a maximum of ten (10) paid days in a calendar year.
 - (v) During each calendar year beginning with the calendar year in which a term of employment of twenty-five (25) years of net credited service or more is completed – Pay from and including the first full or partial scheduled day of work not worked due to a personal illness.

NOTE: The maximum number of paid days may be converted to an equivalent number of hours based on the employee's normal scheduled daily tour.

- (b) Payments to employees pursuant to this Paragraph shall be limited to scheduled days of work in a normal work week and may be suspended or discontinued for just cause.

3 Payment for Other Absence

(a) Jury or Witness Duty

An employee who is not a party to the action and who is absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as a witness shall be excused with pay for the period during which the employee is absent on scheduled days because of such jury service or court appearance. When an employee is excused from jury or witness duty for part of a day or for an entire day, the employee shall report to his or her supervisor in person or by telephone for an assignment.

(b) Election Board Service

An employee who requests an absence to serve on an election board in connection with a Federal, State, County, or Municipal election shall ordinarily be excused with pay for the scheduled days during the period the employee serves and deductions from pay for such absence shall be made only when in the opinion of the Company the circumstances in a particular case make such action advisable.

(c) Voting

Subject to service and coverage conditions and the provisions of applicable state laws, an employee who is scheduled to work and who is eligible to vote in a National, State, County or Municipal general election shall, upon request, be excused with pay for a reasonable period on such election day to enable the employee to vote; provided, however, that the Company shall specify the period during which such an employee will be excused.

(d) Quarantine

In case of unavoidable absence due to contagious disease and quarantine in an employee's immediate household or unavoidable quarantine elsewhere, the employee shall be paid on the same basis as if the absence were caused by personal illness of the employee and as specified in Paragraph 2 (Personal Illness).

(e) Visit to Medical Office

An employee who reports for work and is directed by management to visit a medical office during the employee's scheduled working hours that day shall be excused without loss of pay.

(f) Death or Funeral

(1) An employee who is required to be absent for one (1) day or more because of a death in the employee's immediate family shall be excused for such day or days, but not to exceed five (5) scheduled regular tours or their equivalent, with pay. Immediate family means parents, grandparents, husband or wife (including legally recognized partner (LRP)), children, grandchildren, brothers or sisters, mother-in-law, father-in-law, brother-in-law, or sister-in-law. The provisions of this Paragraph shall also be applicable in the event of the death of a relative or very close friend living in the same household with the employee.

- (2) Any employee who requests an absence to attend the funeral or a memorial service, when the memorial service is being held in lieu of the funeral, of a more distant relative or a very close friend may be excused for such time as is necessary under the circumstances but not to exceed three (3) scheduled regular tours or their equivalent with pay.

(g) Accidental Injury

If an employee is injured in the course of his or her employment and it is necessary for the employee to cease work during an assigned tour, payment for that tour shall be at the rate in effect during the time worked.

- 4 When payment for absence is made, the payment shall be at the employee's Adjusted Rate plus any tour differential to which the employee would have been eligible had they not been absent.

5 Personal illness Absence Immediately Proceeding an Approved Disability

With regard to an approved disability absence during one of the calendar years of this agreement an employee who:

-) has exhausted his/her current year maximum paid days of personal illness; or
-) will exhaust his/her current maximum paid days of personal illness leading up to the approved disability;

will be paid for the otherwise unpaid personal illness days leading up to the approved disability subject to the other limits in Article 20 Paragraph 2(a).

ARTICLE 21 - EXCUSED WORK DAYS

- 1 Each regular employee who has at least six (6) months of net credited service on January 1 of each calendar year during the life of the Agreement, shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during each of such years.
- 2 Employees who do not work on their paid Excused Work Day shall be paid at their Adjusted Rate plus any applicable tour differential (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.
- 3 One (1) paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in the preceding Paragraph, provided they are on the active payroll of the Company on the designated Excused Work Day.
- 4 Employees shall select their Excused Work Days (except those Excused Work Days designated by the Company) in accordance with Article 22 (Vacations).
- 5 Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused

Work day rescheduled, if a vacation day would have been rescheduled under the same circumstances.

- 6 If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following Subparagraphs:
 - (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in Paragraph 2 in lieu of their Excused Work Day and shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a scheduled day of work.
 - (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in Paragraph 2 in lieu of their Excused Work Day and shall, in addition, be paid in accordance with the provision of this Agreement covering work on a Non-Scheduled Day.
 - (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.
- 7 The Company and the Union recognize that it may be in the best interest of employees to have the ability to take time off for brief intervals because of personal, immediate needs. Accordingly, for each calendar year during the life of the Agreement, up to three (3) Excused Work Days (EWDs) may be used as follows:
 - (a) An employee may designate and schedule, as applicable, three (3) EWDs to be used flexibly. This provision shall apply to an employee's unpaid EWD and/or his/her paid EWD(s) which are not designated by the Company.
 - (b) Each flexible EWD may be divided into increments of one (1) hour for an increment, provided, however, that where the length of an employee's Scheduled Daily Tour is not evenly divisible by one (1), the last increment of each EWD may be less than one (1) hour.
 - (c) An increment may be taken at any time during the vacation schedule period up to and including the actual scheduled Excused Work Day provided:
 - (1) His/her supervisor is notified before the beginning of the tour, or
 - (2) In the case of emergent circumstances arising after reporting to work, the employee notifies his/her supervisor of the need for time off, and
 - (3) In either case, not more than twenty-five percent (25%) of the work group has already been granted time off. In the event more than twenty-five percent (25%) of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
 - (d) The time may be taken based on the employee's personal need to take the time.
 - (e) If there is unused time available on the day of the so-scheduled EWD, the employee must take the remaining time on the scheduled day even if that increment is less than one (1) hour.

ARTICLE 22 - VACATIONS

1 Eligibility

- (a) Subject to the provisions of paragraphs 7 and 8, effective January 1, 2022 employees with six (6) or more months of continuous service since the date of the employee's most recent engagement shall be eligible to accrue annual vacations as follows beginning in January of the year in which the term of employment indicated is to be completed:

6 months to 12 months	1 week
1 year to 6 years	2 weeks
7 years to 14 years	3 weeks
15 years to 24 years	4 weeks
25 years and greater	5 weeks

NOTES:

- J When terms of employment of six (6) and twelve (12) months are both completed in the same calendar year, employees shall be eligible to accrue a maximum of two (2) weeks of vacation during that year.
 - J After employees reach their initial six (6) months of net credited service, vacation days are accrued proportionately during the calendar year.
- 2 Part-time employees shall receive a vacation allowance equal to their applicable part-time equivalent work week if eligible under Paragraph 1 (Eligibility) at the time of their vacation.
- 3 An employee's vacation assignment in a particular vacation week or on a particular vacation day shall not be modified because of illness or accident which occurs after that vacation assignment has begun.
- 4 Day-at-a-Time Vacation**
- An employee may select vacation on a day-at-a-time basis during the vacation selection process described in Paragraph 8 (Scheduling of Time Off).
- 5 Carry-Over Vacation**
- (a) Employees may select all of their vacation during the carry-over period of the following year during the vacation selection process as described in Paragraph 8 (Scheduling of Time Off).
 - (b) Subject to needs of the business and force requirements, employees may reschedule a vacation period selected in the current calendar year to an available vacation carry-over period in the following year.
 - (c) Any week or weeks of vacation carried over from one (1) calendar year into the next must be completed no later than the last week ending in April of the year into which they are carried over.

(d) In the event an employee is prevented from taking his/her carryover vacation week(s) during the applicable carryover period due to operational needs, the Company shall, with concurrence of the Union, either pay out the unused vacation or extend the carryover period to the last week ending in June of the year into which the vacation week(s) are carried over.

6 If an authorized holiday occurs during an employee’s vacation, an additional day off with pay will be scheduled. This additional day off will be considered a vacation day for the purpose of determining work schedules, but need not be taken contiguous to a vacation week.

7 Payments in Lieu of Vacation

(a) In the event of an employee’s resignation or discharge (for other than misconduct) before using all the vacation which the employee is eligible to accrue under Paragraph 1 (Eligibility), an amount equivalent to such unused accrued vacation shall be paid to the employee.

(b) To determine the number of “accrued” current year vacation hours for employees who have completed at least six (6) months of service and who are eligible as noted in Paragraph 1 (Eligibility), see the chart below:

Month Employee Leaves Company or (Credited Months)	Annual Eligible Vacation Hours				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
	Number of “Accrued” Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec.(12)	40	80	120	160	200

- (c) In the event of an employee's retirement, layoff, or death before using all the vacation which the employee is eligible to receive under Paragraph 1 (Eligibility), an amount equivalent to such unused vacation, as though it was granted based on the number of years net credited service and not based on the accrual language, shall be paid to the employee or his/her beneficiary or estate.

8 Scheduling of Time Off

- (a) Employees will select available time off for which they are eligible from the schedule as determined by the Company in accordance with the procedures provided in this Article. The period during which time off may be scheduled shall extend through the last full week ending in April of the following calendar year.
- (b) Time off for this purpose includes full weeks of vacation, day-at-a-time vacation, Excused Work Days (paid or non-paid), floating holidays, and days in lieu of holidays which occur during a scheduled vacation week. Employees may not select half-tour vacations during the vacation selection process. However, employees may subsequently request five (5) vacation days on a half-tour basis and such request shall be granted if service and coverage conditions permit.

The assessment, discussion, and decision whether to grant additional vacation days in half-day increments will take place annually prior to the vacation selection process as set forth in Article 22, Paragraph 8(d).

- (c) Employees shall select time off in seniority order within each vacation selection universe, in the priority set forth in this Article, as determined by the Company. It is the intent of the parties that the employees' selection will be granted to the extent practicable consistent with force requirements and the needs of the business.
- (d) The vacation selection process should ordinarily be completed by December 31, but in any event should be completed no later than April 1. Employees who will not be readily available between November 1 and December 31 may express their preference for choices in advance of November 1 and, if available, their choices will be assigned as chosen in accordance with seniority provided that service requirements permit. Prior to the beginning of the calendar year, management will canvass the vacation selection universe to allow the employees to select scheduled vacation weeks from the available dates. Only full weeks of vacation are included in this first selection priority.
- (e) In addition to the time off scheduled under Paragraph 8(d) above, employees shall also select all other time off for which they are eligible, and such time will be referred to as "Reserve Time" on the second selection priority canvass.
- (f) An employee who is contacted must select the vacation period desired in a reasonable period of time or that employee will be passed. Employees who are passed shall have the right to make a selection from the remaining available periods in accordance with their seniority, but may not preempt the period selected by any other employee. For employees who have not selected their vacation by the end of the selection period, the Company will have the option to assign their remaining vacation.
- (g) Subject to the needs of the business and force requirements, employees may reschedule any of their vacation, whether assigned by the Company or selected by the employee, to available vacation periods, but may not preempt the period selected by any other employee.

(h) Employees shall not be permitted to exchange seniority rights in the selection of vacation periods.

9 Rescheduling Vacation Due to Permanent Transfers, Assignments, or Reassignments

(a) If an employee is permanently transferred, assigned, or reassigned to a different work group as a result of a Company initiated transfer, assignment or reassignment, then to the extent that needs of the business permit, the employee will retain the vacation schedule that was approved in the prior work group.

(b) If an employee initiates a transfer, he or she is required to reselect his or her vacation from those days available within the new work group.

10 The decision of the Company on service and coverage requirements in this section shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute concerning the interpretations or applications of this Article may be taken up as a grievance and, if necessary, submitted to arbitration, in accordance with Article 10 (Arbitration).

11 Payment for vacation shall be at the employee's Adjusted Rate plus any applicable tour differential.

ARTICLE 23 - HOLIDAYS

1 The following days shall be observed as holidays:

New Year's Day - January 1

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Thanksgiving Day - Fourth Thursday in November

Christmas Day - December 25

An Employee on the payroll in the calendar year in which the holiday would be observed will have the option to select one of the following holidays as a fixed recognized holiday that year:

Martin Luther King Jr.'s Birthday

Good Friday

Veterans Day

Juneteenth

The Employee's Birthday

Presidents Day

Day after Thanksgiving – Fourth Friday in November

Eligible Employees will be provided the option to select a day during the normal vacation scheduling process. An eligible Employee who does not select one of these days as a fixed recognized holiday may select an additional Floating Holiday under the normal scheduling process for a Floating Holiday.

Three (3) Floating Holidays. One (1) of the floating holidays may, at the option of the Company, be designated as a local or national holiday, provided the Company so designates prior to the scheduling of vacations pursuant to Article 22 (Vacations), Paragraph 8 (Scheduling of Time Off).

NOTE: When a holiday occurs on a Sunday, the following Monday shall be observed as the holiday for employees not scheduled to work on Sunday, and such employees shall be compensated pursuant to Paragraphs 4 and 5, as appropriate. If a holiday in a calendar year occurs on a Saturday, the preceding Friday will be observed as the holiday for employees not scheduled to work on Saturday, and such employees shall be compensated pursuant to Paragraphs 4 and 5, as appropriate.

- 2 Floating holidays must be taken on a normally scheduled day of work and will be scheduled in accordance with the scheduling provisions of Article 22 (Vacations), Paragraph 8 (Scheduling of Time Off).
- 3 New employees are eligible for all designated holidays occurring after their date of hire, and they will be eligible for floating holidays in accordance with the schedule below:

Eligibility:

Date of Hire	Floating
January 1 - June 30	3
July 1 - September 30	2
October 1 - November 30	1

4 Holiday Compensation for Full-Time Employees Shall be as Follows:

- (a) Full-time employees who are excused from work on the day a holiday is observed shall be paid a holiday allowance equal to one fifth (1/5) of their Adjusted Rate, including any tour differential to which the employees would have been eligible had they not been excused.
- (b) Full-time employees who work on the day a holiday is observed shall be paid, in addition to the holiday allowance, at one and one-half (1 1/2) times the Hourly Adjusted Rate for time worked during their Scheduled Daily Tours. Hours worked outside the Scheduled Daily Tour shall be compensated at the Double Time and One Half Overtime Rate (two hundred and fifty percent (250%) of an employee’s Hourly Overtime Base Rate).

5 Holiday Compensation for Part-Time Employees Shall be as Follows:

- (a) A part-time employee shall be paid a holiday allowance equal to one fifth (1/5) of that employee’s “equivalent work week classification.”
- (b) A part-time employee who works on a holiday shall be paid pursuant to Article 18 (Classification and Treatment of Part-Time Employees).

- 6 Any employee who is absent and unexcused on the scheduled work day before and after the holiday shall not be paid the holiday allowance.
- 7 An employee who is scheduled for work on a holiday but who fails to report for work and is not excused shall receive no payment for the holiday.

ARTICLE 24 - FORCE ADJUSTMENT - LAYOFF, PART-TIMING, AND RECALL

1 Layoffs and Part-Timing

Whenever force conditions are considered by the company to warrant part-timing or layoff of regular employees, such force adjustments as the Company may deem necessary, shall be made among those regular employees in a Geographical Commuting Area (GCA) as defined in Article 16 (Transfers, Travel Allowances, and Moving Expenses), in the same Organization having the same job through part-timing or layoffs or both, subject to the following conditions:

- (a) Prior to any regular employee being laid off or part-timed pursuant to this Article, temporary and term employees in the same job title, same Organization, and GCA shall be work completed. However, such temporary or term employees may be retained or employed temporarily to meet peak load situations or other temporary situations unless there are qualified volunteers from among those at-risk employees in the same job title, same Organization and GCA scheduled to be laid off who will assume the duties of the temporary or term employees.
- (b) In the event that further force adjustments by means of layoff are deemed by the Company to be necessary, the Union shall be advised by the Company as to its proposed plan for accomplishing such further force adjustments sixty (60) days before the adjustment is to become effective. During the first forty-five (45) calendar days of the sixty (60) day period, the Union may offer the Company, in writing, a plan to accomplish the force adjustments deemed by the Company to be required. If the Union's plan meets the foregoing requirements, the Company agrees to consider the plan proposed by the Union. If no such written plan is received by the Company from the Union within said forty-five (45) days, or if the parties are unable to agree upon a plan, the Company will proceed with the force adjustments according to the plan the Company proposed.
- (c) Whenever such force adjustments are accomplished by layoffs, such layoffs shall be among those regular employees in the same Organization having the same job title, in the GCA. Layoffs shall be in inverse order of seniority except that employees who (1) have been assigned to a management title, other than as a result of a temporary promotion, for a continuous period of twelve (12) or more months prior to their most recent return to the bargaining unit and (2) whose most recent return to the bargaining unit from a management title other than one arising from a temporary promotion is within twelve (12) months of a declaration of surplus in the bargaining unit title in the GCA and Organization to which they are assigned at the time of the surplus declaration (hereinafter referred to as a returning manager), shall be laid off prior to any other employee in the same title in the same Organization and the same GCA being laid off. The Company may retain three percent (3%) of the total employees in the same job title within the same Organization in any GCA despite lesser seniority. In each GCA, when the provisions of this Article are implemented, at least one (1)

employee may be protected. An individual may only be protected two (2) times during the life of the Agreement.

- (d) When employees other than a returning manager (as described in Paragraph 1(c)) in the affected job title within the same Organization of the Company in the GCA (as identified in Paragraph 1) who have five (5) or more years net credited service are notified by the Company that they are to be laid off, those employees shall have the right to select in order of seniority, another job from a list of jobs with the same job title, in the same Organization of the Company held by employees having the least seniority within the employee's Force Adjustment Region (as outlined in the note below) provided (1) the selecting employee is qualified to perform the selected job; (2) the employee holding the selected job is not one of the employees designated for retention by the Company in accordance with Paragraph 1(c) above; and (3) the employee holding the selected job has less seniority than the selecting employee. The list of jobs held by the least senior employees identified above shall not be greater than the number of jobs declared surplus, or the number of employees who have indicated a desire to select from this list another job within the applicable Force Adjustment Region, whichever is less.

NOTE: The Force Adjustment Regions shall be comprised of the following groups of states.

REGION 1: MA, NJ

REGION 2: GA, TX, VA

REGION 3: IL

REGION 4: AZ, CA, WA

If the Company establishes or acquires additional facilities in other states, the Company and the Union will negotiate an adjustment or reconfiguration of the Force Adjustment Regions.

- (e) When the affected title exists in only one GCA within a Force Adjustment Region, the provisions of 1(d) will apply as if the Force Adjustment Regions were the entire country.

2 Job Offer Guarantee

Prior to a layoff of a bargaining unit employee, the Company will offer an available position for which he/she is qualified for within any affiliate of the Company, and within their Force Adjustment Region. If no such position is available within the employee's Force Adjustment Region, then the Company will offer a position for which the employee is qualified Nationwide within any affiliate of the Company. Employees will be provided twenty-four (24) hours to make the decision to accept or decline the offer. Employees who accept such job offer shall be subject to all applicable receiving company practices, policies, collective bargaining agreements and benefit plan eligibility rules. Additionally, employees would be eligible for Reassignment Pay Protection (RPPP) per the provisions of Article 27, will receive a lump sum payment equal to the sum of the periodic RPPP payments in lieu of having their wage reduced over a period of time. Employees who decline the job offer will receive their applicable Termination Payment per the provisions of Article 25.

3 Recall

If additions of regular employees to the work force are required in the affected job titles, Organization, and GCA within three (3) years of the last layoff therein, the Company shall proceed as follows before hiring new employees:

- (a) Former regular employees, who held the affected job titles within the Organization and the GCA at time of layoff, shall be offered recall to their prior job title (or its successor title or for a title of equivalent status for which they qualify), in the GCA in inverse order in which such employees were laid off, provided:
 - (1) Their period of layoff has not exceeded three (3) years; and,
 - (2) They are physically able to perform the duties of the work available.
- (b) Notice for recall shall be mailed by certified or registered letter, return receipt requested, to the employee's last mailing address known to the Company's employment office.
- (c) The Company will assume that failure on the part of any former employee to notify the Company within fifteen (15) days concerning acceptance of an offer of recall or to report for duty within fifteen (15) calendar days from the date of the offer, constitutes a rejection.
- (d) It shall be the responsibility of such former employees to notify the Company, at the employment office, of their desire for recall and to keep the Company currently informed of their correct address.
- (e) Nothing in this agreement shall limit the engagement of term or temporary employees in the event of an emergency or to meet peak load or other temporary situations.

4 Layoff Payments

Employees laid off under the provisions of this Article will be entitled to a payment as specified in Article 25 (Termination Payments).

5 Relocation Expenses

A Surplus Placement employee who accepts a position that is outside his/her Local Placement Area (LPA) will receive a lump sum relocation allowance, provided the new reporting location exceeds thirty-five (35) road miles from the employee's old reporting location, and is further in road miles from the employee's current residence than the old reporting location.

Provided the employee actually relocates his/her residence within six (6) months from the effective date of the transfer, the allowance will be the lesser of: (1) the termination allowance for which they would have been eligible upon layoff or (2) \$13,000.00.

Surplus employees who are placed via the Company Transfer System Surplus Placement program, meet the relocation criteria, and are compensated for actually relocating their residence shall be offered the opportunity to move back to the former location with relocation compensation for the lesser of: (1) the termination allowance for which they would have been eligible upon layoff; or (2) \$13,000.00; however, in no case shall an allowance for a relocating employee be less than \$7,000.00, provided the following conditions are met:

- (a) the employee is laid off at the new site within three (3) years of placement,
- (b) the employee relocates back to the original geographic location,

(c) the employee does not qualify for any other Company provided relocation compensation program.

ARTICLE 25 - TERMINATION PAYMENTS

- 1 A termination payment, plus compensation for any vacation which the employee is entitled at the time of leaving the Company, shall be paid to a regular employee who is laid off or may be offered by the Company to an employee as an inducement to voluntarily leave the Company.
- 2 The termination payment shall be computed in accordance with the following schedule and shall be based on the employee's Net Credited Service and the employee's Adjusted Rate. Except for an employee who received an evening or night differential payment for the week in which the date of layoff or resignation occurred, the rate of pay shall include the evening or night differential.

<u>Years Of Net Credited Service</u>	<u>Amount of Payment</u>
6 months but less than 1 year	5 week's pay
1 year but less than 2 years	6 week's pay
2 years but less than 3 years	7 week's pay
3 years but less than 4 years	8 week's pay
4 years but less than 5 years	11 week's pay
5 years but less than 6 years	12 week's pay
6 years but less than 7 years	13 week's pay
7 years but less than 8 years	14 week's pay
8 years but less than 9 years	15 week's pay
9 years but less than 10 years	16 week's pay
10 years but less than 11 years	17 week's pay
11 years but less than 12 years	18 week's pay
12 years but less than 13 years	19 week's pay
13 years but less than 14 years	20 week's pay
14 years but less than 15 years	25 week's pay
15 years but less than 20 years	35 week's pay
20 years but less than 25 years	40 week's pay
25 years but less than 30 years	45 week's pay
30 years +	50 week's pay

- 3 The termination allowance, shall at the option of the employee, be paid in a lump sum, less applicable deductions, or as income continuation in periodic installments, subject to the limitations in Subparagraphs 25(3)(a) and 25(3)(b) below, or in two (2) equal payments (the first payment to be made within thirty (30) calendar days of date of termination and the second payment to be made on or about January 15th of the following year). If an employee elects to receive income continuation periodic installments, each installment will be equal to one (1) week of the Adjusted Rate for each week in the employee's normal payroll period, less applicable deductions, and will be paid during the normal payroll period. Income continuation periodic installments shall continue until the earliest occurrence of either of the following events:

- (a) The total amount of the income continuation installments to the employee equals the total amount of termination allowance which the employee is to receive.
 - (b) The employee is recalled or rehired as a regular employee by the Company or any of its affiliates, subsidiaries or entities.
- 4 Employees who have received termination allowance in a lump sum or in two equal payments shall, as a condition precedent to being recalled or rehired as regular employees of the Company or of any Company affiliate, subsidiary or entity, repay that portion of the termination allowance they received that is equal to their Adjusted Rate multiplied by the difference between the number of weeks used to compute their termination allowance and the number of weeks (or fraction thereof) from the date of their termination to the date of their recall or rehire as regular employees of the Company or of any Company affiliate, subsidiary or entity. Employees who are recalled or rehired as other than regular employees and who are subsequently reclassified as regular employees shall, as a condition precedent to such reclassification, also make repayment pursuant to this Paragraph 4 based upon the difference between the number of weeks used to compute their termination allowance and the number of weeks (or fraction thereof) from the date of their termination to the date of their reclassification.
- 5 The amount of termination allowance for an individual: (1) who has been previously laid off or terminated by the Company or any affiliate, subsidiary or entity; (2) who has received termination allowance either in a lump sum or in the form of periodic income continuation installments or in two equal payments; (3) who is re-engaged; and (4) who is again laid off or terminated after having been re-engaged, will be calculated as follows: The number of weeks used to compute the termination allowance net of repayment pursuant to Paragraph 25(4) shall be deducted from the number of weeks that would be used to compute the termination allowance as of the date that the employee is again laid off or terminated.
- 6 **The provisions of Paragraph 25(1) do not apply in case of:**
- (a) An employee leaving the Company voluntarily without inducement by the Company;
 - (b) An employee on a leave of absence;
 - (c) An employee who is dismissed for misconduct;
 - (d) An employee who is classified as Term or Temporary at the time they are work completed.
- 7 Employees who were in the title of Communications Technician and were covered by Article 25 of the 2003 AT&T/CWA Agreement on April 27, 2004, who are reassigned via company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist and are subsequently laid off or induced by the company to voluntarily leave the company will receive termination pay based on Article 25 of the 2015 AT&T/CWA Agreement.

ARTICLE 26 - TECHNOLOGICAL ADVANCEMENTS AND DISPLACEMENT

The Union-Management Cooperation Committee shall review and examine emerging technology that may improve, and/or make simpler, bargaining unit work. Should emerging technology make simplification and/or improvements in bargaining unit work possible, the Company, after Union concurrence, will pursue acquiring such technological advancements, so long as they are

not cost prohibitive. The schedule for implementation of all enhancements, as well as associated problems and/or delays that may result, will be discussed between the Company and the Union.

If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate reassignments of regular employees to different job titles involving a reduction in pay or to locations requiring a change in residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, any regular employee who is in the affected job titles and work locations may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring a change in residence and shall be paid a termination payment. Any such regular employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination payment.

ARTICLE 27 - REASSIGNMENT PAY PROTECTION PLAN

- 1 If, because of force surplus adjustments, employees are assigned to vacancies where the Standard Rate of pay of the new job is less than the current Standard Rate of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of net credited service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference between the employee's Adjusted Rate and the Standard Rate to which s/he was assigned in the new job.

0-10 YEARS	
Weeks 1 thru 4	No reduction
Weeks 5 thru 8	1/3 reduction
Weeks 9 thru 12	2/3 reduction
Weeks 13 & thereafter	Full reduction
10-15 YEARS	
Weeks 1 thru 30	No reduction
Weeks 31 thru 34	1/3 reduction
Weeks 35 thru 38	2/3 reduction
Weeks 39 & thereafter	Full reduction
15+ YEARS	
Weeks 1 thru 56	No reduction
Weeks 57 thru 60	1/3 reduction
Weeks 61 thru 64	2/3 reduction
Weeks 65 & thereafter	Full reduction

- 2 No reduction in pay shall be applicable for an employee with fifteen (15) years or more of net credited service who is downgraded due to technological change for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter the following schedule in reduction shall apply:

Weeks 1 thru 4	No reduction
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Weeks 5 thru 8	1/3 reduction
Weeks 9 thru 12	2/3 reduction
Weeks 13 & thereafter	Full reduction

An employee with fifteen (15) years or more of net credited service on the effective date of a downgrade due to technological change during the term of the preceding Agreement between the parties and who suffered no reduction in pay during the term of such Agreement shall be treated in accordance with the foregoing thirty-six (36) month period and subsequent schedule of reduction as though both had been in effect on the effective date of his or her downgrade.

- 3 An employee, who would be eligible to receive Reassignment Pay Protection pursuant to Paragraph 1, and who is not otherwise eligible for provisions of Paragraph 2, may decline such assignment. Such employee shall be paid a lump sum payment equal to the sum of periodic RPPP payments the employee would otherwise have received and shall voluntarily resign from the Company without a termination payment.

ARTICLE 28 - SENIORITY

- 1 Seniority is defined as length of net credited service, which shall be taken into account in the treatment of employees insofar as the conditions of the business and the abilities of the employees permit.
- 2 It is understood by the parties that the provisions of Paragraph 1 apply to all Articles of the contract.

ARTICLE 29 - CONTRACTING OF WORK

- 1 In making decisions regarding contracting of work, it is management's objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. Some of these considerations include but are not limited to law, regulations, changing industry structure, economic conditions, and business considerations.
- 2 Projects involving types of work which have been regularly performed by bargaining unit members in a work group will not be contracted out if the contracting out of work on such a project will currently and directly cause layoffs or part-timing of regular employees in the same work group which would have otherwise performed the work. "Work group" as used in this article shall be deemed to refer to the group of employees normally treated as a unit for purposes of part-timing or layoff under Article 24 (Force Adjustment - Layoff, Part- Timing, and Recall).
- 3 From time to time, but no less frequently than every six (6) months, the Chief Administrative Officer or his or her designated representative, and the Union's Vice President, or his or her designated representative, will meet to review work which has been contracted out which, heretofore, was performed in a given locality by bargaining unit members. Such information discussed shall include the frequency and volume of work sub-contracted. The focus of the meetings will be to afford the Union's Vice President, or his or her designated representative, an opportunity to suggest ways in which the Company could, in the future, use bargaining unit members in the same or other localities to perform the

contracted out work at competitive total cost to the Company and within the same completion time requirements. Where such methods are presented by the Union, the Company will give them due consideration and will advise the Union of its determination. The Union-Management Cooperation Committee will also examine ways and discuss, among other issues, ways that the work could be performed, in the future, by bargaining unit members in a given locality at competitive costs and within the same completion time requirements and to discuss the need for and nature of subcontracting information which would assist the committee in performing its function.

- 4 The provisions of this article will be subject to the grievance procedure contained in Article 9 (Grievance Procedure), but shall not be subject to the arbitration provisions contained in Article 10 (Arbitration).

The parties mutually desire to provide a vehicle, other than litigation, by which certain subcontracting disputes can be amicably and expeditiously resolved in the future.

Because of the competitive nature of our markets, fluctuating workloads and the need to provide prompt response to customer demands, the Company cannot agree that it will not contract work which might otherwise be performed by its employees. It has agreed, however, to provide for a neutral third party review of its compliance with the applicable language of the collective bargaining agreement concerning contracting, as well as the commitments set forth in the Williams/Bahr letter, which the parties have agreed to renew for the term of this new Agreement.

- 5 In furtherance thereof, the parties have agreed as follows:

(a) In lieu of all other procedures set forth in Article 10 (Arbitration), the following procedure shall apply to grievances alleging that the Company has contracted work which would otherwise have been performed by bargaining unit employees in a GCA in which (1) layoffs of such employees are pending, (2) in which employees are on layoff with recall rights and are available to do the work which has been contracted.

(1) Within thirty (30) days of the denial of the Union's grievance at the third step, the Union's national office may request, in writing, that the grievance be submitted to a neutral third party, selected from a list of neutrals previously agreed upon by the parties.

(2) The parties shall schedule a meeting with the neutral third party within thirty (30) days of the Union's appeal. At a meeting with the neutral, the Union shall have the opportunity to explain why it believes that the contracting at issue either currently and directly caused layoffs or part-timing of employees in circumstances set forth in Article 30, Paragraph 2 or whether, in circumstances addressed by the Williams/Bahr letter, the Company had no other reasonable alternative but to contract the work in dispute. The Company shall then have the opportunity to respond.

(3) Except as agreed upon by the parties, the meeting shall be informal. Normally witnesses shall not be called. No transcript shall be made. The neutral shall issue a written decision within thirty (30) days of the meeting on the form shown in Paragraph 6 below, and both parties hereto agree to be bound by the neutral's decision. No other decision or opinion shall issue, and the decision of the neutral shall not be used or cited as precedent in any future cases. If the neutral's decision upholds the Union's grievance, an amount of money, computed by using the

Adjusted Rate, including premium payments (such as overtime and holiday allowance if appropriate) of the employees on layoff, and the number of hours of work contracted which would otherwise have been performed by employees who have been laid off as a current and direct result of the contracting, or who are on layoff with recall rights in that GCA and who were available to do the contracted work, shall be distributed among those individuals as determined by the parties and the contracted work will be returned to the bargaining unit.

- (b) The compensation and expenses of the neutral third party and the general administrative expenses of the meeting with the neutral shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives.
- (c) No less than one (1) such meeting shall be held in each calendar quarter and the selected neutral shall hear all grievances which have been appealed to this dispute resolution process at least seven (7) days prior to the selection of the neutral.
- (d) These procedures shall be the sole and exclusive means by which contracting grievances unresolved after the exhaustion of the procedures set forth in Article 9 (Grievance Procedure) may be addressed.

6 Decision of Neutral Third Party

- (a) Did the contracting involved in the grievance currently and directly result in the layoff or part timing of employees in the circumstances set forth in Article 30, Paragraph 2 of the Agreement? (If this answer is “yes”, then the union’s case is sustained.)

Yes No

- (b) Was a surplus of employees declared and in effect at the time the contracting took place in the GCA in which the contracting took place?

Yes No

- (c) Were employees in the GCA in which the contracting took place on layoff with recall rights and available to do the work which was contracted?

Yes No

- (d) If yes to (b) or (c), did the Company have no other reasonable alternative but to contract?

Yes No

ARTICLE 30 - EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

- 1** A regular employee (not temporary or term) who enters the United States Uniformed Services for Active Duty for Military Service, shall be granted a Military Leave of Absence for the period of his/her necessary absence. Voluntary extension of military service beyond five (5) years shall not be construed as necessary absence. A regular employee (not temporary or term) who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for the period of the necessary absence for such training. The term “Uniformed Services” as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

A term employee who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for not more than two (2) weeks per year. The term “Uniformed Services” as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

An employee, on a Military Leave of Absence for Active Duty for Military Service or military training duty and who has re-employment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and who makes application for reinstatement within the period provided in the law will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

- 2** Military Leaves of Absence will be with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but otherwise entitled to reinstatement in accordance with the terms of the Company’s Benefit Plans.

In death cases occurring during a Military Leave of Absence, sickness death benefits, where payable, shall be based upon the term of net credited service at the time the leave was granted, plus the elapsed time of Military Leave of Absence to the date of death, and shall be computed at the time the leave began.

Sickness disability benefits, where payable, shall be granted upon the net credited service at the time the leave was granted plus the elapsed time on Military Leave of Absence to the termination of such leave, and shall be computed on the basis of Company pay in effect at the time of the employee’s reinstatement.

- 3** It is the policy of the Company to pay a Military Differential Pay to regular employees (not temporary or term) who receive and provide the Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by federal law.

It is the policy of the Company to pay a Military Differential Pay for a maximum of thirteen (13) scheduled work days to Term Employees who receive and provide the Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by the federal law.

Military Differential Pay is the excess of Company pay over military pay received by an eligible employee while on a Military Leave of Absence.

Company pay is an employee's Adjusted Rate (excluding overtime) in effect at the time the Military Leave of Absence begins. Night work differentials, seven-day coverage and transition payments (non-lump sum) are included. Military pay is an employee's military basic pay rate in effect when the Military Leave of Absence begins. All allowances and supplementary pay elements [i.e., BAS (Basic Allowance for Subsistence), BAQ (Basic Allowance for Quarters), Hazardous Duty Pay, Proficiency Pay, Special Duty Pay] are not included.

The Military Differential Pay shall be up to the limits prescribed in the following or the period of Military Service, whichever is shorter:

If the leave of absence and duration are . . .	And the date the leave begins the employee's net credited service is . . .	Then the duration of Military Differential Pay is . . .
Active Duty for Military Service (normally 2-5 years)	1 year or less	First 15 weeks
(See Note 3)	More than 1 year	First 26 weeks
Military Training Duty- normally 2 weeks (See Note 1)	No minimum	A maximum of 13 scheduled work days (including holidays) in each military fiscal year (October 1 - September 30)
Term Employee Military Training (not to exceed 2 weeks)	No minimum	A maximum of 13 scheduled work days (including holidays) in each military fiscal year (October 1 - September 30)
Initial Active Duty for Training (at least 3 consecutive months but no more than 18 months)	No minimum	First 2 weeks (10 days)
Emergency Service	No minimum	A maximum of 13 scheduled work days (including holidays) in each calendar year (See Note 2)

Note 1: Includes attendance at schools for special military courses of instruction which may last several months.

Note 2: An absence for Emergency Service does not affect an employee's right or eligibility with respect to Military Training Duty, Initial Active Duty for Training, or Active Duty for Military Service. If the local emergency situation exceeds 13 scheduled workdays, pay treatment for additional time must be approved by the Company Pension Plan Administrator.

Note 3: Payment of Military Differential Pay, for up to the maximum durations described above, is limited to the time when an employee initially enters Active Duty for Military Service. The employee is not again eligible for the maximum payments, regardless of the number of times the employee enters Active Duty for Military Service.

Regular employees who volunteer for Military Training Duty (including attendance at schools for special military courses or instruction) or Emergency Service without receiving military pay, will be authorized time off but without Company pay or Military Differential Pay.

Upon furnishing official written documentation to his/her supervisor, a regular employee may be granted up to three (3) scheduled workdays off with pay to report for registration, testing and/or a physical examination for induction into Active Duty for Military Service or Initial Active Duty for Training.

- 4 An employee who receives a notice to report for Active Duty for Military Service or any Military Training Duty, shall immediately present such notice to his/her supervisor.

The Company may extend the duration of Military Differential, but when it does so, the Union will be notified at least two (2) work days prior to implementation.

ARTICLE 31 - WEEKLY WORK SCHEDULES AND HOURS OF WORK

1 General

- (a) All assignments of working forces shall be subject to service and work requirements.
- (b) The working conditions of an employee shall be those specified for the group to which the employee is assigned. When an employee is assigned temporarily to a different group within an office or to a similar or different group in another office, the employee shall assume the working conditions of the temporary assignment.
- (c) A normal tour shall be eight (8) hours except in those cases where a normal tour of different length has been specifically authorized. When for service reasons an employee cannot leave the job for a meal period, the meal period shall be included as part of the employee's tour.

Occasionally, a scheduled daily tour may be split into two non-consecutive work periods and staffed on a voluntary basis.

2 Weekly Work Schedules

(a) Scheduled Days Per Week

- (1) An employee shall be scheduled to work normal tours on any five (5) days of the calendar week.
- (2) In a week in which an authorized holiday occurs, one (1) of the scheduled normal tours shall be on the holiday.

(b) Weekly Schedule

A schedule shall be set up for each calendar week and shall show each employee's scheduled working days, the employee's scheduled tour for each of these days, and the employee's basic tour. Where service or coverage conditions require, an employee may be called on to work in excess of the employee's scheduled assignments.

(c) Schedule Following an Absence

An employee's schedule, for the week in which he or she returns to duty following a period of absence of indefinite duration, shall be either 8:00 AM to 5:00 PM Monday through Friday, or 8:00 AM to 5:00 PM Tuesday through Saturday; provided Saturday is an authorized holiday, unless before 3:00 PM Thursday of the preceding week, (1) the employee notifies his or her supervisor of the employee's intention to report for duty starting with the first scheduled tour for the week, in which case the employee's schedule shall be set up in the normal manner, or (2) the employee is notified by his or her supervisor that the employee's schedule will be other than as prescribed above.

(d) Insofar as is practicable, schedules shall be posted not less than two (2) weeks in advance of the first assignment shown thereon, but in no case shall a schedule for the following week be posted later than 3:00 PM Wednesday of the current week.

(e) Changes in Schedules

(1) Work schedules for the following week may be changed at or before 3:00 PM Thursday of the current week; however, no changes will be made after 3:00 PM on Wednesday of the current week unless the employee(s) receive(s) personal notification (verbal contact) twenty-four (24) hours in advance of the start of the scheduled tour.

(2) If an employee is called in on a non-scheduled Sunday and works hours equivalent to a full tour, or when an employee is required to travel on a non-scheduled Sunday on Company business in accordance with Article 16 and its modifications noted within this Article in Paragraph 14, (Transfers, Travel Allowance & Moving Expenses), and such travel is equivalent to a full tour, that Sunday shall become a scheduled day and the company shall designate one of the employee's scheduled days in that week as a Non-Scheduled Day. If the employee is not notified of such designation before the end of the Sunday work, the last scheduled day of the employee's work week shall become a Non-Scheduled Day.

3 Tour Selection - (Regular Full-Time)

(a) An employee shall be permitted to select the basic tour the employee desires to work subject to the following conditions:

(1) An employee shall not be permitted to select the days of the week the employee is to work or the type of work the employee is to perform.

(2) Each employee in a group which is treated as a unit for scheduling purposes may select a tour only during January or early February and during July or early August; the time of selection within such periods being determined by the supervisor in charge.

- (3) An employee may select only from the tours available in the group. An employee temporarily reassigned to a location other than his or her permanent reporting location shall be permitted to select his or her tour at his or her permanent reporting location. At the time of selection, a list of available tours shall be referred to each employee in order of seniority, and the employee may indicate thereon his or her selection of the open tour (not one previously selected by an employee with greater seniority) the employee wishes to work.
- (b) To the extent that service and coverage conditions permit, weekly assignments of scheduled tours shall be made in accordance with selection indicated at the last selection period. If the employee is not assigned to the tour the employee selects under 4(a)(3) above because of the employee's lack of qualification, the following will apply:
 - (1) Between tour selection periods, if the tour selected by the employee becomes available due to either the adding of a permanent tour or a permanent vacancy, and for which the employee is qualified, the employee shall be assigned to the tour under (b) above.
 - (2) The Company will give due regard to the employee's request for the required training.
- (c) Necessary changes in assignments because of absences or changes in requirements between tour selection periods, except as covered in (b)(1) above, shall be made with due consideration to seniority.
- (d) Seniority for the selection of tours shall be determined in accordance with Article 3 (Definitions), Paragraph 4(b).
- (e) The decision of the Company on service and coverage conditions and training requirements shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute concerning the interpretation or application of this clause may be taken up as a grievance, and if necessary, submitted to arbitration in accordance with Article 10 (Arbitration).

4 Tour Selection Administration

- (a) The following provisions shall govern the administration of Paragraph 4:
 - (1) The Company agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour or add a tour which consists of more than thirteen (13) normal work weeks within the current tour selection period, such a tour shall be offered for selection in the manner provided in Paragraph 4(a)(3); it being understood, however, that not more than the two (2) next succeeding tour vacancies, if any, created by the filling of the aforescribed vacated or added tour shall be offered for selection in the manner provided in Paragraph 4(a)(3). If more than two (2) such tour vacancies are created by the filling of the aforescribed tour originally vacated or added, all tour vacancies in excess of the two (2) next succeeding vacancies shall be replaced in the manner provided in Paragraph 5(a)(2) below.
 - (2) The Company further agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour or add a tour, which consists of one (1) or more normal work weeks but less than fourteen (14)

normal work weeks within the current tour selection period, such a tour shall be offered for selection in order of seniority to employees in the appropriate tour selection unit, who, in the Company's judgment, are qualified to perform the work and available at that time for release from current work assignments without the necessity of replacement.

(3) The Company further agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour or add a tour, which consists of less than one (1) normal work week, it shall fill such a tour by the selection of an employee from the appropriate tour selection unit.

(b) Except as otherwise provided in this Section, all of the provisions of Paragraph 4 of the Contract shall apply with full force and effect to the tours filled in accordance with the provisions of this Section.

5 Daylight Savings Time

(a) On the night the change is made from standard to daylight savings time, no deduction in pay shall be made even though the actual work time is reduced by one (1) hour for tours scheduled to end after 2:00 AM.

(b) When the change is made from daylight savings time to standard time, an employee scheduled to work a tour ending after 2:00 AM may be required to work additional time. That additional time will be paid in accordance with Paragraph 9 (Extra Work Time).

6 Minimum Scheduling - Part-Time

Part-time employees shall be scheduled to work not fewer than three (3) hours on any given day on which such employees are scheduled to work.

7 Work Performed by Managers/Supervisors

Work of the type usually done by an IDC Technical Specialist shall not be performed by supervisory employees except when in the judgment of the Company, exercised in good faith, such work is deemed necessary for the good of the service.

8 Extra Work Time

(a) Extra work time is time worked in excess of an assigned tour on a scheduled day, time worked in excess of a normal work week, or time worked on a Non-Scheduled Day.

(b) Extra work time, continuous with a preceding tour worked, shall be considered as occurring on the same day as such tour. Extra work time not continuous with a preceding tour shall be considered as occurring on the day such period of extra work time started.

(c) Time allowed an employee for a meal period (although not paid time) shall not be considered as a break in the continuity of work time.

9 On-Call

This will reaffirm our commitment during recent collective bargaining negotiations that it is not the Company's intent to use the On-Call provisions to limit or diminish off tour or weekend coverage but to resolve unanticipated service needs or service needs of less than a full tour.

10 Alternate Work Schedules

Alternate Work Schedules will be available for use in the bargaining unit covered by this Agreement. In order to implement Alternate Work Schedules, modifications to certain contract articles will have to be made. In addition, new provisions for Hourly Time Bank and Residual Time will have to be added. The parties recognize the following contract areas may be changed as a result of local negotiations to implement a four day basic work week.

The Parties' representatives identified in Article 2 paragraph 1 must approve each specific plan for alternative work schedules negotiated at the local level.

The Local Union President and the District Level Manager may approve or discontinue, along with the designated Chief Administrative Officer's concurrence, Alternate Work Schedules (AWS) that may include four day work weeks or other flexible work time arrangements.

The hours of a Scheduled Weekly Tour will be 40.

(a) Hourly Basic Rate

Is determined by dividing the five (5) day weekly basic wage rate by the number of hours contained in the Scheduled Weekly Tour for the location.

(b) Night Tour

For Four Day Work Weeks, a night tour is one which falls within the time period beginning at 6:00 PM and ending at 6:00 AM

(c) Overtime

For those employees on the Four Day Work Week or other flexible work time arrangement:

- (i) Daily overtime will be paid after ten (10) hours in a day.
- (ii) Weekly overtime will be paid after forty (40) hours in a week.
- (iii) Double time (two hundred percent (200%) of an employee's Hourly Overtime Base Rate) will be paid after eight (8) overtime hours (paid at 1.5) have been worked.

(d) Hourly Time Bank

Vacations, Excused Work Days, Designated Holidays and Floating Holidays will be converted to an hourly total and taken on an alternate tour length basis. Any remaining time (time less than an AWS Scheduled Tour) will be designated as "residual time" and will be credited to the employee's Hourly Time Bank.

(e) Residual Time

Time remaining in the Hourly Time Bank after an employee has taken either a holiday, vacation day, or excused work day on an alternate tour length basis. Residual Time may be taken as excused paid time in conjunction with Vacation, Designated Holiday Time, Floating Holiday Time or Excused Work Day Time.

If, at the end of a calendar year, the total Residual Time in an employee's Hourly Time Bank is equal to or greater than the number of hours in such employee's AWS Scheduled Daily Tour, the employee must take the necessary number of days off to reduce the number of hours to below the number of hours in such employee's

Scheduled Daily Tour. If total Residual Time is less than the number of hours in such employee's AWS Scheduled Daily Tour, the employee may take the Residual Time as excused paid time in one or more increments, of no less than 2 hours each.

Residual Time that is not used in accordance with the previous provisions may be "bought out" by the Company at the basic hourly rate (including any evening or night differentials when applicable). This will be limited to a single buy out per calendar year. In no case will the amount of Residual Time that is to be bought out be greater than the number of hours in an employee's Scheduled Daily Tour.

"Pay in lieu of" situations applicable to vacations because of separations through dismissal (except misconduct), layoff, resignation, retirement, or death will also apply to Residual Time.

(f) Leave of Absence

Employees on leaves of absence will be changed to the five day standard hours per day for their location for the duration of the leave.

(g) Termination Payment

For an employee assigned to an Alternate Work Schedule, Termination Payment shall be computed based on the standard weekly tour at that employee's location.

(h) Employee Benefits

For an employee assigned to an Alternate Work Schedule, disability benefits shall be based on the standard weekly tour at that employee's location.

(i) Personal Illness

Sickness Wait Period will be converted from days to hours based on the existing articles contained in the local agreements.

Discretionary absence, whether paid or unpaid, will be charged to the employee at the alternate daily tour hour basis.

(j) Rest Period

A FDW employee shall be assigned one (1) rest period of 20 minutes during each one-half Scheduled Daily Tour.

(k) Incidental Absences (Jury Duty, Military Duty, Death in Family, etc.)

Payment will be made for the number of days specified in the local labor agreement. Incidental absences will not be converted to hours.

ARTICLE 32 - COMPENSATION FOR EXTRA WORK TIME

1 Overtime

Overtime will be paid in the pay period following the one in which it was earned. Employees required to work overtime shall be paid at the overtime rate of one and one-half times (1 1/2) their adjusted rate for time worked under the following conditions:

- (a) Time worked in excess of 40 hours in a calendar week
- (b) Time worked on a non-scheduled day
- (c) Time worked in excess of 8 hours in a scheduled day

2 Call-Up Payments

- (a) The parties agree that at times it may be necessary that a telephone call, text or email be made by or authorized by a management employee to a non-supervisory employee during periods that the non-supervisory employee is not on work time. The parties further agree that supervisory calls to employees should be kept to a minimum consistent with the needs of the business. The parties agree that when an employee is called by a management employee outside of work time, the employee will be compensated if the call meets all of the following criteria:
 - (i) The call, text or email is made outside the employee's Scheduled Daily Tour or on a Non-Scheduled Day, or on an excused holiday;
 - (ii) The employee uses his or her job knowledge and skill; and,
 - (iii) The call, text or email was not necessitated by error or omission by the employee.
- (b) An employee who meets the preceding criteria will be compensated as follows:
 - (i) By rounding the actual time spent on the call, text, or email up to the nearest half (1/2) hour at the employee's applicable overtime rate.
 - (ii) When more than a single telephone call, text, or email is involved in a given day, compensation will be based on the combined duration of each.

3 Call-In Payments

- (a) An employee contacted by a supervisor at home during periods the employee is not on work time will be considered "called in." Employees responding to a call-in will receive a minimum payment of 2 hours at the employee's applicable overtime rate. Time spent traveling to and from the work site is counted as actual time worked. If a call-in occurs due to the employee's omission or error, the 2-hour minimum does not apply. The employee will be paid only for actual time spent on work activities.
- (b) Time not considered as call-in time includes time when employees are requested to:
 - (i) Remain late on a day which they have reported to work.
 - (ii) When prior to leaving work they are requested to report for work on a subsequent day at either their standard or non-standard starting time.
- (c) Employees receiving call-in payments pursuant to Paragraph 10(c)(1) above, shall not be entitled to payments or reimbursement as provided for in Article 16 and its modifications noted within this article in Paragraph 14 (Transfers, Travel Allowances and moving expenses), except that employees shall be reimbursed for authorized personal vehicle usage at the highest IRS allowable rate per mile for business travel which does not require inclusion of the amount in the employee's gross income per mile, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

4 Overtime Assignments Not Continuous with a Tour on a Scheduled Day

An employee required to report to the work location for an overtime assignment not continuous with a tour on a scheduled day shall be paid for all time worked at the applicable overtime rate. To the extent the employee actually incurs an extra commute in connection with the overtime assignment, the employee will be paid for reasonable traveling time

actually incurred in the extra commute between her/his residence and the work place. Employees receiving payments pursuant to this provision shall not be entitled to payments or reimbursement as provided for in Article 16 (Transfers, Travel Allowances, and Moving Expenses), except that employees shall be reimbursed for authorized personal vehicle usage at the highest IRS allowable rate per mile for business travel which does not require inclusion of the amount in the employee's gross income per mile, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

5 Differential and Other Payments

(a) Night Differential

- (1) Employees whose work week schedules consist of calendar day tours which fall solely between 4:00 PM and 12:00 AM will be paid an evening differential of 10% of their adjusted rate for all hours worked on such tours.
- (2) Employees whose work week schedules consist of calendar day tours which fall solely between 12:00 AM and 8:00 AM will be paid a night differential of 15% of their adjusted rate for all hours worked on such tours.
- (3) Employees whose work week schedules consist of calendar day tours having 50% or more time within a differential period are eligible for that differential for their entire tour. Employees whose work week schedules consist of calendar day tours having hours split evenly between the evening and night differential periods are eligible for the night differential rate for the entire tour.

Note: Employees who were in the title of Communications Technician on April 27, 2004, and are reassigned via a company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist will continue to be covered by Article 41 for night differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.

(b) On-Call Payments

- (1) Employees with necessary skills may be requested to remain in contact with the Company outside of scheduled tours by use of a beeper or other communication device. The requirement to remain in contact with the Company will be rotated among all qualified volunteers in the work group. Depending on operational needs, employees with the necessary skills may be assigned on-call for one (1) day or more than one (1) day, up to and including seven (7) consecutive days. Those employees who have agreed to remain in contact will be compensated as follows:
 - (i) Thirty-five dollars (\$35.00) per day (if on call for a non-scheduled day).
 - (ii) Twenty dollars (\$20.00) per day (if on call for the periods immediately before and after work on a scheduled workday).

*These revised on-call rates will be paid retroactively from May 15, 2022, to the date of ratification as soon as practicable after ratification.

Employees called-up will be eligible for call-up treatment as provided for in Paragraph 3(b). Employees actually called in will be eligible for call-in payment as provided for in Paragraph 3(c). In the absence of sufficient volunteers, the Local Manager will meet and discuss the need for volunteers with the Local Union.

- (2) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive a daily on-call payment (under the same terms and conditions described in Paragraph 5 (b)(1) above) instead of the originally assigned employee for each day of substitution.

(c) Sunday Differential

Employees who were in the title of Communications Technician on April 27, 2004, and were reassigned via a company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist, will continue to be covered by Article 41 for Sunday differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.

(d) Management Relief Differential

- (1) An employee who is assigned to relieve a Management employee shall receive a payment of ten dollars (\$10.00) for each tour or part in excess of one-half (1/2) thereof so worked.
- (2) Employees assigned to relieve a Management employee may perform all duties normally performed by the manager except that the employee shall not have access to personnel files and may not administer disciplinary action. Employees may also perform their normal duties while relieving the manager.

(e) Security Guard Differential

Employees assigned security guard duties shall receive a payment of ten dollars (\$10.00) for each tour or part in excess of one-half (1/2) thereof so worked.

*This new security guard differential will be paid retroactively from May 15, 2022, to the date of ratification as soon as practicable after ratification.

(f) Christmas Eve and New Year's Eve Payments

For tours or overtime worked on December 24 and December 31, an employee shall be compensated at twice the employee's Hourly Overtime Base Rate for all time worked between 7:00 PM and 12:00 Midnight.

(g) Temporary Assignment to Higher Occupational Job Classification

Employees temporarily assigned to work in a higher occupational job classification shall receive a classification differential for each day in which an employee works three (3) or more hours in the higher assignment. Such daily classification differential shall be one-fifth (1/5) of the promotional increase which would apply if the assignment in the higher classification were on a permanent rather than on a temporary basis.

(h) Temporary Assignment for Formal Training Delivery

Employees temporarily assigned to deliver formal training shall receive a daily differential equivalent to 15% of the employee's daily adjusted wage rate. The differential will be paid for each day in which an employee delivers such training for three (3) or more hours. The differential shall apply to employees who are assigned by management to perform formal training (not necessarily in a classroom) or to perform follow-up training in lieu of their normal work assignment. This differential will not apply to incidental "buddy training" or for rolling out employee programs (e.g., Violence in the Workplace).

(i) Bi-Lingual Differential

A qualified employee assigned to communicate in a foreign language to customers shall receive a differential of three dollars (\$3.00) for each work day or part, provided it is three (3) hours or more, so worked. A qualified employee is one who is test qualified in the foreign language.

ARTICLE 33 - CERTIFICATION INCENTIVE PAYMENT PROGRAM

The Company and Union agree that it is in both parties' best interest to provide a certification incentive payment program for bargaining unit employees. This certification program satisfies our mutual desire to have employees proceed thru a certification process focusing on the key skills and competencies required for the evolution of networking technology. Both parties agree that the Union-Management Cooperation Committee will periodically review the program to ensure employees have appropriate access and certifications to match business needs as emerging technologies warrant.

1 **Training for Certification:** Training for certifications under the program noted above will be offered by location by seniority.

2 **Payment for Certification**

<u>Level Achieved</u>	<u>Maximum Bi-Weekly Payment (Not Cumulative)</u>
I	\$40
II	\$80
III	\$150

ARTICLE 34 - NO STRIKE / NO LOCKOUT

During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruption of work for any reason by the Union or by any employee, and there shall be no lockout by the Company. This provision does not preclude peaceful informational picketing on employees' own time; provided, however, that employees will not be disciplined for refusing to cross lawful picket lines (not including informational picketing) but, in such event, they may, at management's discretion, be sent home and not paid for the remainder of the day if other work is not reasonably available, and any restrictions on management working and subcontracting will be temporarily removed with respect to the relevant work site.

ARTICLE 35 - MISCELLANEOUS

1 Variable Workforce Agreement

The parties agree to continue to support a variable workforce which may include former employees for the purposes of augmenting the primary workforce during peaks of the business.

In conjunction with the Union-Management Cooperation Committee, the Company and Union will review the level of work performed by variable workers (contractors) in the prior 6 months and discuss any upcoming projects (work activities that have a defined start and end date) the Company is aware of at that time. If the review of the prior work indicates that the work is ongoing and is full-time, then the position will be brought back into the bargaining unit. In the event that a project requires an extension beyond the previously defined end date, the Company and Union will discuss and are required to reach mutual agreement on a new end date.

2 Company Initiated Moves

Company initiated moves include all Article 16 moves, job claiming, and rebalancing.

3 Subcontracting

The Company and Union agree that there will be periodic meetings of the Union-Management Cooperation Committee to discuss and review work that is currently subcontracted. The Company will make available the necessary data to facilitate productive discussions.

4 Successorship

The Company agrees that in any agreement to sell a portion of its assets in a transaction involving the transfer of Employees subject to the parties' 2022 Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the 2022 Agreement, provided that the Buyer shall have the right to re-open the unexpired 2022 Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Union hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the 2022 Agreement, whichever is earlier. In no event will the terms of this Successorship Agreement limit any of the Company's existing rights under the 2022 Agreement. The Company further agrees it will notify the Union at least 30 days prior to the close of such proposed transaction and, during such 30 day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

5 Special Social Security Supplement

The Company agrees that it will provide those bargaining unit employees with more than fifteen (15) years but less than thirty (30) years of net credited service and with less than fifty-five (55) years in age, who are involuntarily terminated under a force adjustment and who elect to receive a pension benefit for which are eligible, social security supplement payments, which shall equal the amount of the reduction in an employee's monthly annuity payment because of retirement prior to age fifty-five (55) (but not in excess of an employee's projected social security benefit at age sixty-five (65)), and the duration of such payment

shall end when the first of the following occurs: completion of twelve (12) years of supplemental payments, attainment of age sixty-two (62), or the death of the retired employee.

6 Retirement-Related Benefit Eligibility

Eligibility for retirement-related benefits will be determined as set forth below.

Effective January 1, 2022, eligibility for postretirement benefits under the Company's Medical Expense Plan for Retired Employees, Dental Expense Plan for Retired Employees, and for the Group Life Insurance Plan shall be subject to an employee's attainment of the following age and service:

<u>Age</u>	<u>Net Credited Service</u>
Any age	30 years
65	10 years
55	20 years
50	25 years

Years of service (and Net Credited Service) for this purpose shall be calculated under the terms and conditions of the Pension Plan.

7 Drug Testing

The Company and the Union agree that there will be no random drug testing unless required by law.

8 Interim Status

When an employee is sent off the job pending an investigation, and the employee is subsequently exonerated or the evidence is deemed inconclusive, the Company will typically pay the employee for lost time. If the Company decides otherwise, that decision may be challenged in the grievance procedure, up to and including arbitration.

9 Performance Appraisals

It is agreed that the following will not negatively impact the evaluation of performance for appraisals or for developmental plans:

- a. Absence for union activities as defined in Article 4 - Paragraph 3
- b. Joint Union/Management activities as defined in Article 6 - Paragraph 4
- c. Union-Management Cooperation Committee meetings
- d. Grievance meetings as defined in Article 9 - Paragraph 6
- e. Jury/witness duty, death/funeral and visits to the Medical office as defined in Article 20 - Paragraph 3
- f. Vacation
- g. Training for more than three (3) days during a month.

10 Arbitration Awards - Interim Earnings

In calculating interim earnings to be deducted from a back pay award, the parties will not include amounts earned by the grievant in other employment to the extent that the other employment was held while the grievant was employed by the Company and to the extent such other employment is at a comparable level in terms of number of hours.

11 Excused Work Days

After a surplus declaration, the Company will make every reasonable effort to grant time off for unused Excused Work Days to those employees in the at risk group prior to their scheduled off roll date.

12 Local Agreements

Local agreements that violate the provisions of the Agreement will be null and void immediately upon the effective date of the Agreement. Other local agreements will continue in effect unless and until either party gives forty-five (45) days written notice of their termination. During that 45-day period, either party may initiate negotiations pursuant to Article 2 (Collective Bargaining). If no agreement is reached during that forty-five (45) day period, the local agreement will no longer be effective and binding upon either Company or the Union.

13 Downgrades to New Job Title

When an employee is involuntarily assigned via Article 16 to a title that has been newly created under Article 17, and that title has a lower pay schedule, the employee's current rate of pay will be green circle protected for the life of the contract. It is understood that the termination of this Agreement will result in the green circle treatment ending with the expiration of the contract.

14 Schedule Change Part-Time Employees

It is not the Company's intent to reduce the regularly scheduled hours of part-time employees without adequate notice to the Union.

15 Neutrality and Card Check

The Company agrees to remain neutral during any organizing campaign of Company employees eligible for union representation under the NLRA. This means that the Company will not hold any captive audience meetings, and when responding to inquiries, will advise employees only that it is an individual employee's choice to support or not support the Union's organizing efforts and/or join or not join the Union. The Company, including its supervisors, will not take any action or make any statements that will state or imply any opposition by the Company to the selection by such employees of a collective bargaining agent. The Union agrees that information distributed (verbally or in writing) will contain accurate information that is not disparaging towards the Company or any of its employees.

When requested by the Union, the Company agrees to furnish the Union a list of Company employees in any agreed-upon or otherwise determined bargaining unit(s). This list will include the work location, job title, and home address for each employee. The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any such agreed-upon or otherwise determined bargaining unit(s) no later than ten (10) business days, or as soon as reasonably possible, after receipt and confirmation by the Company of valid authorization cards signed by a majority of the employees in such unit(s). Authorization cards may be signed in wet signatures or electronically, so long as the electronic signature is

supported by a qualified certificate identifying the signatory. A valid written authorization card shall substantially follow the language set forth in Exhibit 2. In the event the Union fails to deliver to the Company valid authorization cards signed by a majority of employees in an appropriate bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which the Company furnished the Union the list of Company employees in the bargaining unit(s).

The Company agrees that when non-represented employees of the Company who perform duties similar to currently represented employees choose representation by CWA as a result of organizing efforts, the Company shall apply this Collective Bargaining Agreement except as to provisions which the Company can establish would cause it financial hardship if implemented for this newly represented group of employees. As to such provisions, the parties will meet and negotiate to resolve such financial hardships.

In other instances in which employees of the Company choose representation by CWA as a result of organizing efforts (e.g., the Union has organized employees who worked for an acquired company or who do not perform work that is similar to that of existing represented employees), the Company shall apply the grievance/arbitration procedures and other administrative provisions of this Collective Bargaining Agreement to these newly represented employees unless otherwise agreed. In addition, the Company will perform a good faith evaluation of whether these employees can be represented under the remaining terms and conditions of this Collective Bargaining Agreement in a cost effective manner. If so, the employees will be represented under the terms and conditions of this Collective Bargaining Agreement. Otherwise, the Company and Union will meet and negotiate an appropriate Addendum that could modify work rules, benefits, or other terms and conditions of the Agreement for those employees in such a manner that economic requirements can be met.

ARTICLE 36 - EFFECTIVE DATES

The Company and the Union agree that the 2022 Collective Bargaining Agreement is, unless a different effective date is set forth in a particular item, effective on May 15, 2022, but only if it is ratified by the Union membership in the bargaining unit covered by this Agreement.

ARTICLE 37 - PARTIES' DEMANDS

All demands of either party not specifically covered or disposed of by this Memorandum of Agreement or otherwise addressed in writing signed by the parties during the course of 2022 bargaining are hereby waived for the term of the 2022 Collective Bargaining Agreement, all such demands having been thoroughly discussed during the collective bargaining negotiations which are, by the execution of this Memorandum of Agreement, concluded. Unless otherwise specifically agreed in writing, neither party shall be obligated to bargain collectively during the term of this Memorandum of Agreement with respect to modification of their provisions or with respect to the demands of either party that have been the subject of the negotiations hereby concluded.

ARTICLE 38 - DURATION


This Collective Bargaining Agreement shall terminate, unless extended by mutual agreement, at 11:59 PM on Friday, December 31, 2024.

SIGNATURES

The Communications Workers of America on behalf of the employees it represents, and the Company, having bargained in good faith and reached agreement as set forth in the Memorandum of Agreement applicable to its unit, sign through their duly authorized representatives as set forth below:

AGREED:

FOR THE UNION:



/s/Ken Saether
Assistant to Vice President, CWA

FOR THE COMPANY:



/s/Catherine Smith
Chief Administrative Officer,
General Counsel, Corporate
Secretary

EXHIBIT 1 - PAYROLL DEDUCTION AUTHORIZATION

Social Security Number: _____

Name: _____
Last First
Init.

I hereby authorize EVOQUE D.C.S. to deduct from my salary or wages, sickness or disability payments, or other benefit payments or vacation payments, an amount equal to regular monthly Union dues. If for any reason EVOQUE D.C.S. fails or is unable to make a deduction, I authorize EVOQUE D.C.S. to make such deduction in a subsequent payroll period.

The amount equal to regular monthly Union dues shall be that which is certified to EVOQUE D.C.S. by Communications Workers of America for the bargaining unit and the job in which I am employed and shall automatically be adjusted for any bargaining unit and job changes.

This authorization shall remain in effect when I am employed by EVOQUE D.C.S. unless canceled by me. Such cancellation must be individually sent to my EVOQUE D.C.S. Payroll Office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent Collective Bargaining Agreement, and shall be effective on the first payroll period in the following month.

This authorization is voluntarily made in order to pay my fair share of the Union’s cost of representing me for purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

In addition, I authorize EVOQUE D.C.S. to deduct from my salary, wages or other payment an amount of \$ _____ in payment of my initiation fee.

Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

Date: _____

Signature of Employee

Employee Work Location

Union Local

EVOQUE D.C.S.

EXHIBIT 2 – SAMPLE AUTHORIZATION CARD

Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in Communications Workers of America (CWA), AFL-CIO, and declare that this union shall be my representative in collective bargaining over wages, hours and all other conditions of employment.

I understand that if CWA presents cards for recognition signed by more than 50% of the employees eligible to be in the bargaining unit, (Company name) will recognize CWA as the bargaining representative of this unit without a representation election being conducted by the National Labor Relations Board and (Company name) would bargain with CWA concerning the terms of my employment and my working conditions.

I have also agreed to the membership provisions on the other side of this card.

APPENDIX 1 - NATIONAL TRANSFER PLAN

The Company agrees to allow for eligible current, surplussed, laid off or retired bargaining unit employees to be transferred to other subsidiaries, affiliates, or companies of the Company.

Eligible current, surplussed, laid off or retired bargaining unit employees will receive priority placement for vacancies before external hires for any job for which they qualify. The qualification criteria will be the same utilized for new hires.

In situations where there are equally qualified employees eligible and interested in the same position, eligible current employees will be offered the position first in order of their seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior. Their seniority will be recognized by the new entity to which they transfer.

Thereafter, eligible surplussed employees will be offered the position first in order of their seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior. Their seniority will be recognized by the new entity to which they transfer.

Thereafter, eligible laid off employees will be offered the position first in order of their seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior. Their seniority will be recognized by the new entity to which they transfer.

And, lastly, eligible retired employees will be offered the position first in order of their seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior. Their seniority will be recognized by the new entity to which they transfer.

Unless expressly provided to the contrary, employees transferring will fall under the terms and conditions of the receiving entity and will receive active benefits and any post-retirement benefits under its plans or programs.

This Plan does not replace any existing recall rights to which former employees may be entitled, but the rehiring of a former employee under this program satisfies the Company's recall obligation. In addition, employees who are rehired with six (6) months of layoff will be treated as recalled for all purposes except wage treatment.

This Plan does not replace any contractual internal movement of personnel procedures.

Current employees and former employees, for a period of three (3) years from date of leaving the Company payroll, will be able to contact Human Resources and be provided with a list of open jobs.

APPENDIX 2 - SUCCESS SHARING PLAN

Based on the Union's and Company's desire to have employees share in the success of the Company, the parties agree to a Success Sharing Plan (SSP).

Whether a bonus shall be paid is a discretionary decision made by the Company each year after analysis of fiscal results. The decision to pay a bonus will be determined on a Company-wide basis. If a bonus is paid to all Company employees, then a 6% bonus shall be paid to bargaining unit employees on or around December 15 of 2022, 2023, and 2024. The bonus will be computed based on each bargaining unit employee's gross pay earned during the period beginning with December 1 of the previous year and ending with November 30 of the current year. The bonus for bargaining unit employees will be reduced if and only if the salaried and non-represented employee bonuses are reduced. In no case will the represented employee bonuses be reduced by a factor greater than the factor used to reduce the salaried and non-represented employee bonuses.

APPENDIX 3- SURPLUS NECESSITATING LAYOFFS PROGRAMS AND OPTIONS

The Company and CWA agree that the Company will offer the following programs and options, which are not intended to alter, modify or eliminate any other contract provisions.

Specifically, if the Company notifies CWA, in writing, of a surplus that necessitates layoffs of employees in the bargaining unit, the Company may, to the degree necessary to resolve the surplus, in order of seniority, offer employees the opportunity to elect one of the following options, provided that they meet the conditions of the option selected:

1. Special Leave Program
2. Optional Termination Pay
3. Extended Compensation Option
4. Transition Leave of Absence

1. Special Leave Program

The Company will provide a program designed to encourage the development of individual skills, enable employees to pursue career changes and/or personal goals, and to allow the Company to alleviate force imbalances while at the same time maintaining ties between the company and the employee.

To be eligible, an employee must be a regular full-time or part-time employee and have at least two (2) years of net credited service.

The program is without pay and shall be for a period of not less than nine (9), nor more than twenty-four (24) consecutive months. It may be extended beyond its original termination date, but in no circumstances beyond twenty-four (24) months.

Employees who choose to enter the program must do so before their last payroll date and the election to enter the program is in lieu of termination pay. Employees who choose not to return to work at the conclusion of the original or extended termination period will not be granted termination payments. Employees shall be guaranteed reinstatement at the end of the original or extended termination period to a job of like status and pay. However, employees who are on special leave, who but for the special leave would have been laid off, and who complete the special leave and return to the payroll, will be terminated and receive termination pay upon their return to the payroll. Employees declared surplus upon returning to the active payroll will be given normal surplus treatment. Service credit will be provided to those who return on the payroll at the end of the special leave, except that such service credit will not be granted or recognized for force adjustment or pension purposes.

While on special leave, an employee shall be covered by the CBA, pursuant to the same terms and conditions of employment as a comparable employee active on the payroll.

2. Optional Termination Pay

Regular full-time or part-time bargaining unit employees may request optional termination pay on a voluntary basis provided they have two (2) or more years of net credited service at the time of the request.

An employee who elects this option shall leave the payroll without recall rights on a date determined by the Company and will receive any vacation pay to which the employee is entitled plus a lump sum payment calculated as follows:

A matching number of weeks of pay for each net credited year of service for those with two (2) to ten (10) years of net credited service.

For those employees with eleven (11) to nineteen (19) years of net credited service, they will receive extra weeks of pay, as follows: 11 completed years of service gets an extra week (total 12); 12 net credited years of service gets an extra 2 weeks (total 13); 13 net credited years of service gets an extra three weeks (total 16); 14 net credited years of service gets an extra four weeks (total 18); 15 net credited years of service gets an extra five weeks (total 20); 16 net credited years of service gets an extra six weeks (total 22); 17 net credited years of service gets an extra seven weeks (total 24); 18 net credited years of service gets an extra eight weeks (total 26); 19 net credited years of service gets an extra nine weeks (total 28). Employees with more than 19 years of net credited service will get three weeks of additional pay for each full year of service in excess of nineteen (19) years.

The maximum amount for a payout of Optional Termination Pay is \$65,000. An employee receiving Optional Termination Pay will not be eligible for termination pay provided to laid-off employees.

3. Extended Compensation Option

Regular full-time and part-time employees, who have completed two (2) years of net credited service may elect to participate in the Extended Compensation Option.

Employees selecting this option shall be reassigned to a temporary work assignment for a period not to exceed the number of weeks based on net credited service provided for in the CBA's termination pay schedule (for those at risk of being laid off) and in the CBA's optional termination pay schedule (for those not at risk of being laid off).

Extended compensation payments shall be based on the methods used to compute termination allowance as defined by the CBA for the position held by the employee immediately prior to the temporary assignment. Such payments are subject to deduction of appropriate taxes and union dues, as applicable, and will be offset by any payments made under the disability plan coverage.

To be and remain eligible for this option, an employee must: accept work assignments within his/her local placement area in all job titles for which s/he is qualified (but may reject one assignment in any continuous twelve (12) month period and may designate a full one

week period in any consecutive three months as “unavailable” time); accept the appropriate wage rate at the location for the position s/he is filling on a temporary basis in addition to extended compensation payments; such pay will not be used in the computation of any benefits, which shall be based solely upon extended compensation; remain in the same pension band applicable to the employee immediately prior to the new temporary assignment; accept the unused portion of the extended compensation as a lump sum termination payment should eligibility be lost and the employee is required to leave the Company’s payroll.

Employees must elect to schedule and take vacation, excused work days, and non-designated floating holidays prior to beginning their temporary work assignment and/or receive a lump sum payment for any balance of vacation not taken. Those employees electing this option do not accrue vacation time or excused work days, but are compensated for holidays or Company designated excused work days when worked.

Acceptance of another permanent position within the Company terminates participation in the Extended Compensation Option.

4. Transition Leave of Absence

A transition leave of absence may be granted to employees voluntarily or involuntarily separating from the Company under a surplus.

An employee is eligible for this option if s/he is within one (1) year of actual age and/or service requirements for retirement-related benefits as of the Company specified separation date.

The minimum combination for age/service requirements for eligibility is as follows: any age and net credit service of 29 years; 49 and net service credit of 24 years; 54 and net service credit of 19 years; or 64 and net service credit of 9 years. The service and age attained during this option count only towards eligibility for retirement-related benefits, and not for computing a pension benefit amount.

This option shall not exceed one year from the date that the leave commences, but will end on the earliest of the date that: 1) the employee is rehired with the Company, (2) the employee attains required age and/or service to become eligible for retirement-related benefits, or 3) the employee dies. If 1 or 3 occurs, pension and retirement-related benefit entitlements will be those to which the employee was eligible as of the day before the effective date of the transition leave of absence.

5. Involuntary Termination Due to Layoff

Regular full-time and part-time employees who have been involuntarily terminated pursuant to force adjustment procedures in the CBA and have a minimum of one (1) year net credited service as of the date of the termination are eligible for up to \$2000 in funds for certain education, training, out placement and relocation expenses.

APPENDIX 4- EMPLOYMENT SECURITY – CWA

The Company and the Union agree to the following as a result of 2022 Bargaining:

- 1 The Company agrees that when a Voluntary Termination Payment (“VTP”) is offered, the Company will not add a contractor in the same geographical area to perform essentially the same functions previously performed by the bargaining unit employee for a minimum of 6 months, except in the case of a natural disaster.
- 2 Employees who transferred into Article 43 in the 2015 AT&T/CWA CBA prior to January 1, 2019, from an equivalent title in the bargaining unit or another bargaining unit, and who are subsequently laid off, will be eligible for the greater of the termination pay schedule from either the bargaining unit they transferred from or the termination pay schedule in this Agreement.
- 3 When an employee is job claimed through the force adjustment process, the Company will assess the ability to absorb the additional headcount. If the Company is unable to absorb the headcount, a VTP will be offered in an attempt to offset the claimed position.

APPENDIX 5 - TRAINING

The Company and the Union mutually agree that it is in the best interest of the Company, the Union and bargaining unit employees that employees be provided the opportunity to participate in training that will enable them to maintain and improve job skills and qualifications. The Company retains the right to assign training to employees. However, when making decision concerning training, the Company will take into account length of service and expressions of interest of all affected employees insofar as the conditions of the business and the abilities of the employees permit.

Tuition Assistance Plan

The Company and the Union reaffirm the assertion that continuous investment in employees is an essential strategy towards maintaining competitiveness in a global environment. To this end, regular full-time employees will be provided the opportunity for a minimum of forty (40 hours of education and training that is skill based or job related during each calendar year. It will be pro-rated for part-time employees, mid-year hires, and employees working less than a full year.

The Company also agrees to provide a Tuition Assistance Plan (TAP) that will provide tuition assistance for employee by means of reimbursement of eligible expense incurred once the employee has successfully completed the course(s) in accordance with TAP requirements and provided the supporting documentation determined by the Company to be necessary.

In order to be eligible for TAP, an employee must pursue a degree or certificate program in an approved program, such as ones that will enable bargaining unit employees to transfer to other jobs, including but not limited to CISO, CIS Administrator, Generalist, Cabling, and Routing. The Union will assist the Company in providing such programs to the extent possible.

The annual cap on reimbursement of eligible expense will be \$6000 for approved graduate, undergraduate and certificate programs except that part time employees who work more than twenty (20) hours per week will be reimbursed for 75% of eligible expenses up to a maximum of \$4500 and those working less than 20 hours per week will be reimbursed for 50% of eligible expenses up to a maximum of \$2400. The lifetime cap will be \$20,000 for certificate programs, \$25,000 for undergraduate programs, and \$30,000 for graduate programs.

Management reserves the right to deny reimbursement for graduate programs based on its determination of the needs of the business.

Involuntary Terminations

If the employee voluntarily separates from the Company, the employee will reimburse the Company for all reimbursement payments made by the Company during the employee's last twelve months on the payroll and will reimburse the Company for fifty percent (50%) of reimbursement that it made for the twelve months prior to that time.

Further, those employees, who have been involuntarily terminated pursuant to the forced adjustment procedures of the CBA are eligible for up to \$2000 for certain education, training, outplacement and relocation expenses. These funds are available to employee during the first year of their termination.

APPENDIX 6- NEW COMPENSATION PLANS AND RECOGNITION AWARD PROGRAMS

The parties recognize that it may be in their mutual interest to negotiate additional profit sharing and compensation plans during the period of this Agreement. Accordingly, the parties agree that, should the Company or the Union seek to negotiate new plans during the period of this Agreement, the initiating party shall notify the other party of its intention to open discussions. It is anticipated that such notice to the Union shall be made at least sixty (60) days prior to a proposed meeting date. Thereafter, the Company and the Union shall work together to design and negotiate an agreed upon plan that will meet the needs of the Company and the employees. Should the parties reach agreement, the plan shall be implemented upon a mutually agreed date.

Further, the Company shall retain the Recognition Award Programs in effect according to their terms. For purposes of this Agreement, "Recognition Award Programs" shall be deemed to include cash awards, gift certificates or other means of compensation in excess of three-thousand dollars (\$3000) annually to any employee in recognition of individual or group performance within a Business Operating Unit, Division or Group, or in recognition of the performance of the entire Business Operating Unit, Division or Group. It is also recognized that the procedures described above shall apply to any new Recognition Award Programs which a Business Operating Unit, Division or Group may seek to introduce during the period of this Agreement. The Company shall provide quarterly reports to the Union of the associated payouts.

It is the intention of the parties to jointly design plans and programs that achieve the mutual goals of the Union and the Company.

APPENDIX 7 - 401K PARTICIPATION

May 15, 2022

Mr. Ken Saether
Assistant to the Vice President

Dear Ken:

During our recent negotiations the Company and Union agreed that, during the term of this Agreement, employees will be eligible to participate in the Company's 401(k) savings plan on the same terms and conditions as of April 1, 2019.

Sincerely,
/s/ Catherine Smith
Chief Administrative Officer,
General Counsel, Corporate Secretary

Concurred:
/s/ Ken Saether
Assistant to Vice President

APPENDIX 8 - WORK AT HOME

The Company and Union agree that they may engage in program trials which include work at home for bargaining unit employees. No program should be initiated until the requisite approval of the Company and the Union has been obtained. This agreement is intended to consider telecommuting options to address legitimate business requirements, and not intended to be used by managers or employees to address individual or personal needs.

Prior to implementation of any work at home trial, a proposal will be submitted prior to which the Company will ensure that financial review and funding has been authorized. The proposal must include criteria used to: identify and/or select the participants in the trial; options for employee withdrawal; equipment to be provided by the Company; procedures applicable if that equipment is Company provided or employee provided with regard to maintenance, repair and replacements, and any associated expenses; appropriate work environment and Company access to that work area.

Termination of any work at home trial may be done by either the Company or the Union with a minimum of fifteen (15) days' notice.

Compensation and benefits will not be affected by a work at home trial. Employees will be paid according to the wage zone at their normal work location. Special allowances will apply only when the employee actually reports to their normal work location as defined in Appendix 2.

An employee's schedule is unaffected by work at home, and will be established by management as specified in the CBA.

The Company's policy for safeguarding proprietary information must be followed. Supervisors will review the policy with the employee(s) before any trial commences.

Performance evaluation criteria will be the same as would be in place at the employee's normal work location.

Employee reimbursable expense will be consistent with established corporate expense guidelines.

Workers compensation liability for job-related injuries and illnesses and eligibility for benefits continue during the employee's approved work schedule/assignment throughout the duration of the trial in accordance with applicable law and the term of the program.

The Company is not liable for any injuries of family members, visitors and others in the employee's home location.

A teleworker's agreement, as defined in the Company's policy regarding telework, will be developed, reviewed, and mutually agreed to, by the Company, Union and employee before participation in the trial. A copy of this agreement will be retained in the employee's personnel file.

APPENDIX 9 - SERVICE ANNIVERSARY

January 1, 2019

Mr. Ken Saether
 Assistant to the Vice President, CWA

Re: Service Anniversary

Dear Ken,

The Company has agreed to provide a Service Anniversary and Retirement Award Program to employees covered by this Agreement, as reflected below.

If the celebration is in recognition of:	The employee is entitled to one of the following:	Expenses Not To Exceed:
5 or 10 years of service	Choice of breakfast, lunch, dinner, or informal gathering for the employee and guests that have been identified.	\$ 100
15 or 20 years of service		\$ 150
25 or more years of service		\$ 200
Retirement	Choice of breakfast, lunch, dinner, or informal gathering for the employee and guests that have been identified.	\$ 500
Retirement Invitation Package* Employees who choose not to select the Retirement Invitation Package will forfeit the \$200. It may not be added to the \$500 for the retirement recognition event.	A Retirement Invitation Package may include one or more of the following: <ul style="list-style-type: none"> • Invitations (with or without photo, may include postage) • Announcement Posters • RSVP Cards • RSVP Return Envelopes • Memory Cards • “Thank You” Notes (does not include postage) • Mailing Envelopes 	\$ 200

Regards,

/s/ Leigh Ann Schell
 Vice President of HR

APPENDIX 10 – Force Levels

May 15, 2022

Mr. Ken Saether
Assistant to the Vice President

Dear Ken:

During our recent negotiations, we discussed the need to update various legacy AT&T provisions of the parties' collective bargaining agreement to reflect the market the Company is in, its current business needs, and the needs of its customers. One of those areas was force levels or the "watermark." We understand that the concept of a watermark was introduced at AT&T to ensure that bargaining unit work was being performed by bargaining unit members and not being contracted out. AT&T's and CWA's agreement with regard to staffing levels and contracting out was further memorialized in the May 27, 1989 letter from Mr. Morton Bahr to Mr. Raymond Williams which was attached as an appendix to the AT&T/CWA contract and adopted by the Company when it acquired the AT&T data center business in 2019.

The parties recognize that the data center business is highly competitive and is subject to changing customer needs and demands. To be successful, the Company needs the flexibility to adjust staffing levels at each Company data center based on the needs of the business and the demands of its customers.

To that end, the Company shares the CWA's desire to have bargaining unit work performed by qualified bargaining unit employees and not by contractors. The Company also shares the CWA's desire to minimize the need for overtime work by CWA-represented employees. Thus, this letter memorializes the Company's commitment to maintain appropriate staffing levels in each Company data center consistent with the needs of the business and the needs of the Company's customers and to minimize the need for overtime work by CWA-represented employees. The Company expects to maintain on average four IDC Techs per Company data center. Of course, some data centers will require more IDC Techs and some will require less depending on the needs of the business and the needs of the customers at each Company data center. When current staffing levels are insufficient to meet the business needs and/or customer demands, the Company will look first to laid-off bargaining unit members with recall rights to meet those staffing needs. If no such employees are available or interested in the work, the Company may engage contractors until qualified full-time employees can be identified and hired.

This letter will replace Article 35(6) and Appendix 12 (1989 Bahr/Williams letter) of the parties' 2019 Agreement.

Sincerely,
/s/ Catherine Smith
Chief Administrative Officer,
General Counsel, Corporate Secretary

Concurred:
/s/ Ken Saether
Assistant to Vice President

APPENDIX 11 – ELECTRONIC MONITORING

January 1, 2019

Mr. Ken Saether
Assistant to the Vice President

Dear Ken:

During our recent negotiations the Company and Union have discussed concerns regarding electronic monitoring. The parties agree that the Company will not electronically monitor employees and will not use electronic monitoring as a basis for discipline.

Sincerely,
/s/ Leigh Ann Schell
Vice President of HR

Concurred:
/s/ Ken Saether
Assistant to Vice President

APPENDIX 12 – Ratification Bonus

May 15, 2022

Mr. Ken Saether
Assistant to the Vice President

Dear Ken:

The Company agrees to pay a \$1,000 to all current employees covered by this Agreement within 30 days of the date the Company is notified that the Agreement has been ratified. Employees may elect to receive the bonus as a lump sum cash payment or as a 401(k) contribution.

Sincerely,
/s/ Catherine Smith
Chief Administrative Officer,
General Counsel, Corporate Secretary

Concurred:
/s/ Ken Saether
Assistant to Vice President

APPENDIX 13 – Early Retirement Offer

May 15, 2022

Mr. Ken Saether
Assistant to the Vice President

Dear Ken:

The Company will offer an early retirement package to employees who have (1) at least 10 years of service and are age 65 or (2) at least 20 years of service and are age 50.

-) \$900,000 will be made available for the early retirement package.
-) The total amount will be divided by the total years of service of the eligible retirees and each eligible retiree will receive his/her pro-rata share of the pool.
-) Eligible retirees can elect to receive their retirement package as follows:
 - o Lump sum
 - o Make payment in different tax year (or over two tax years)
 - o Monthly payments
 - o Convert amount to healthcare payments
 - o 401k contribution
-) Eligible retirees will have 30 days to accept the early retirement package. If elected, the employee's retirement will be effective 30 days after acceptance.

The Company will also offer an early retirement package of \$450,000 to those employees who become eligible during the term of the new Agreement on the same terms as above; provided they accept the early retirement package within 30 days of their eligibility.

Sincerely,
/s/ Catherine Smith
Chief Administrative Officer,
General Counsel, Corporate Secretary

Concurred:
/s/ Ken Saether
Assistant to Vice President