

# **AGREEMENT**

**between**

**CINCINNATI BELL  
TELEPHONE COMPANY**

***and***

**COMMUNICATIONS WORKERS  
OF AMERICA**

**For Bargained Employees Hired On Or After February 1, 2008**

**Effective May 13, 2018 – May 15, 2021**

May 13, 2018

To All Employees:

This Agreement is the result of collective bargaining between Cincinnati Bell Telephone Company and the Communications Workers of America. Article XII of this Agreement outlines the objectives of a responsible relationship:

“The Company and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly, in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees in the unit.”

“Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.”

Cincinnati Bell Telephone Company

By Sarah Simpson  
Sr. Director, HR Operations

Communications Workers of America

By Mike Handley  
CWA Representative

Bargaining Team:

CWA: Mike Handley, Mike Schulte, Jason Ballman and Robbie Harris

Cincinnati Bell Telephone: Sarah Dodd, Tracy Wilson and Shannon Herald

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**ARTICLE I  
RECOGNITION**

The Company recognizes the Union as the exclusive representative of all its non-managerial employees hereinafter called "employees," whose titles are included in the list of job titles in Appendix "E" attached hereto and made a part of this Agreement, for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment and other conditions of employment.

**SUCCESSORSHIP**

In the event of a merger or acquisition of Cincinnati Bell Telephone, whereby a controlling interest in Cincinnati Bell Telephone is obtained by another company, or in the event of the sale to, or the acquisition by, another company of substantially all the assets of Cincinnati Bell Telephone, the parties agree that such company shall become the successor to Cincinnati Bell Telephone, shall be bound by the terms and conditions of this Collective Bargaining Agreement between Cincinnati Bell Telephone and CWA, and shall assume all other duties and responsibilities of a successor (as that term is construed under the National Labor Relations Act). Cincinnati Bell Telephone agrees to require any such successor to accept the terms of this Collective Bargaining Agreement by written notice. A copy of such notice shall be provided to CWA at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

**ARTICLE II  
DEFINITIONS**

The definitions as set forth in Appendix "A" attached hereto shall be applicable to this Agreement and its associated appendices.

**ARTICLE III  
NON-DISCRIMINATION**

1. The Company will not discriminate against, interfere with, restrain or coerce employees because of membership or lawful activity in the Union.
2. The Union will not discriminate against, interfere with, restrain or coerce employees because of non-membership in the Union.
3. 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, sex, age or national origin or because he or she is disabled, a disabled veteran or a veteran of the Vietnam era.

**ARTICLE IV  
JOINT CONFERENCES**

1. Meetings between representatives of the Company and representatives of the Union shall be held at the request of either party upon reasonable notice to the other party. Each party will give the other party the names of its duly authorized representatives and evidence of their authority to act.

2. Requests for joint conferences shall state the purpose of the meetings and the subject or subjects to be discussed.

3. Minutes or records of joint conferences shall be kept unless otherwise agreed upon by the Company and the Union representatives, but such minutes or records shall not constitute agreements between the Company and the Union.

4. Union representatives, when attending joint conferences with Company representatives shall notify their immediate supervisor in writing when the absence is to begin and for what period the employee expects to be absent.

5. Authorized representatives of the Union, who are on the payroll of the Company, will be paid at their regular rate of pay for time spent in conference with representatives of the Company during the Union representatives' scheduled normal tour hours.

**ARTICLE V  
WAGES AND WORKING CONDITIONS**

The Company and the Union agree that Appendix "C," titled "Wages," and Appendix "D," titled "Working Conditions," attached hereto, are made a part of this Agreement and fully set forth matters agreed to with respect to wages and working conditions.

**ARTICLE VI  
ADJUSTMENT OF GRIEVANCES**

1. Unless otherwise mutually agreed by the Company and the Union and except as provided in paragraph 5, grievances shall be conducted in accordance with the following two-step procedure:

First: The Union's authorized representative shall meet with the appropriate Team Leader/Specialist/Senior Manager and Director provided the complaint is submitted in writing or e-mail stating the nature of the grievance (time, date, description of incident, harm done to grievant, etc.) and the portion(s) of the Agreement allegedly violated, if applicable, to the appropriate Team Leader/Specialist/Senior Manager (with a copy to Labor Relations) or, where the Union cannot determine the appropriate Team Leader/Specialist/Senior Manager,

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to Labor Relations, on or before the expiration of thirty (30) calendar days from the date that the action causing the complaint occurred. Complaints not submitted in writing or via e-mail within this thirty (30) calendar day period shall be untimely. The representatives of both parties shall use the utmost effort to hold the first step meeting within thirty (30) calendar days of the date the Company receives the written or e-mail grievance. Matters not resolved at the first step may proceed to the second.

Second: The Union's authorized representative shall meet with the Senior Director of Labor Relations or his/her designated representative, provided the Union's authorized representative notifies the Senior Director of Labor Relations or his/her designated representative in writing or via e-mail of the Union's intent to escalate the grievance to the second step. Such written or e-mail notice must occur within thirty (30) calendar days from the Company's written or e-mail answer to the Union at the first step. If such written or e-mail notice is not provided within this 30 day period the grievance shall be untimely. The representatives of both parties shall use the utmost effort to hold the second step meeting within sixty (60) calendar days of the date the Company receives the written or e-mail notification of the Union's desire to conduct a second step meeting. Once the grievance disposition is decided, the Company will send written or e-mail notification to both the Local and the International CWA Regional Representative.

Although any representative of the Union and the Company, regardless of level, may be present at any step of the procedure, the presence of such representative(s) shall not affect the progress of the discussions through any subsequent step of the procedure.

2. If the parties mutually agree, the Union may submit a statement of its case in writing within the applicable time limits stated above and forego a face to face meeting at any of the two step meetings, and the Company will respond in writing without a meeting.
3. The Company agrees that (i) if a grievance is presented by a Union representative to the appropriate Team Leader/Specialist or other appropriate Company representative, or (ii) if a grievance is presented which involves a question of the true intent or meaning of any provision of this Agreement or its amendments, or (iii) a grievance is presented regarding a commitment made by either party to the other in writing as qualified under paragraph 5 of this Article, thereafter no representative of the Company shall initiate a discussion or undertake an adjustment of the grievance with the employee without affording the proper Union representative an opportunity to be present when such discussion is held or adjustment undertaken.
4. No untimely grievance shall be considered or adjusted pursuant to this Article or Article VII of this Agreement.

5. Nothing contained in this Article shall be construed to interfere with the right of any employee or group of employees as preserved by Section 9 (a) of the Labor Management Relations Act of 1947 to present grievances to the appropriate Team Leader/Specialist or Labor Relations within 30 days from the date that the action causing the grievance occurred, provided, however, that no adjustment be made with the employee or group of employees as to any grievance involving a question of the true intent or meaning of any provision of this Agreement or its amendments or regarding a commitment made by either party to the other in writing, except by agreement between the proper Union and Company representatives.

## **ARTICLE VII ARBITRATION**

If at any time, a grievance should arise between the Union and the Company regarding the true intent and meaning of any provision of this Agreement, or regarding a claim that either party hereto has not fulfilled a commitment made by either party to the other in writing, or regarding the dismissal or suspension of any employee having one or more years of net credited service, and if after every effort has been made to compose the difference by joint conference, grievance adjustment or other procedure authorized under this Agreement, it appears that such difference cannot be settled or satisfactorily adjusted by any such means, the question shall be submitted to arbitration upon a timely written or e-mail request of either party to this Agreement to the other, specifying the provision or agreement involved and the act or omission upon which the complaint is based. The request for arbitration shall be considered timely if filed with the other party within sixty (60) calendar days of the written or e-mail second step grievance answer. Once a party has notified the other of their request to arbitrate in a timely manner, the International CWA Regional Representative or the Director of Labor Relations may request a meeting to discuss the grievance within sixty (60) days.

### **Section 1 -- Standard Arbitration Procedure**

(a) Within sixty (60) days after the request for arbitration, the Company shall select an impartial arbitrator and shall notify the International CWA Regional Representative of the dates available for the arbitration. The Union has one (1) week to confirm the available dates for arbitration and/or to suggest alternative dates. The Company and the Union shall be copied on each and every communication to the selected arbitrator on any matter which has been taken to arbitration.

(b) The selected impartial arbitrator shall not be an officer, director, stockholder, or employee of the Company or of any company in the former Bell System that is referred to in the Mandatory Portability Agreement, nor shall he be a member, officer or attorney of the Union, or any other labor organization affiliated therewith.

(c) Hearings shall be started within thirty (30) days of selection of the arbitrator and carried to conclusion as expeditiously as possible.

(d) The decision of the arbitrator shall be final and binding and the Company and the Union agree to abide by such decision; however, the arbitrator shall have no power to

add to, or subtract from, or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any wage, but shall refer any such case back to the parties without decision. The maximum amount an arbitrator can award is six months of wages and benefits at the rates in effect from the date of the Union's notification to arbitrate.

(e) The arbitrator shall, in a suspension or dismissal case, determine whether the suspension or dismissal was for just cause.

(f) If no final decision is reached by the foregoing procedure, the Company and the Union agree that neither will take action before any court or commission without first resorting to all available conciliation services furnished by state or federal authority.

g) The compensation and expenses of the arbitrator shall be borne equally by the Company and the Union. Each party shall bear the expense of its representatives and witnesses.

## **Section 2 -- Neutral Evaluation**

This provision may be applied by the parties to the CBA by mutual consent.

As soon as is reasonable, following ratification of this agreement, the parties will by mutual agreement select and maintain ten (10) arbitrators who will comprise a special panel of neutral evaluators ("evaluators") to be utilized for the purpose of this process. The parties will schedule neutral evaluation days with the evaluators, where the evaluator may hear up to four (4) suspension cases per day or one (1) termination case plus one (1) suspension case per day.

The Union must notify the Company in writing of its intent to escalate a grievance to Neutral Evaluation within sixty (60) calendar days of the Company's written answer in the final step of the grievance procedure. The Company will have thirty (30) calendar days from receipt of the Union's written notice of escalation to notify the Union in writing if it accepts or rejects the Union's request. If the Company accepts a grievance for Neutral Evaluation, the sixty (60) calendar day time limit for filing a request for arbitration specified in the first paragraph of Article VII shall be waived. If the Company rejects the Union's written notice of escalation to Neutral Evaluation, the Union will have sixty (60) calendar days from the date of the Company's rejection to submit its request for arbitration as described in the first paragraph of Article VII.

Each suspension case will be limited to ninety (90) minutes as set forth below. The cases will be evenly distributed among the evaluators as practicality permits. The parties agree to equally share the compensation and expenses of cases evaluated, except in instances where cases are withdrawn less than twenty-four (24) hours in advance of the scheduled time for the evaluation. In such event, the withdrawing party will be responsible for any cancellation fees and/or expenses incurred.

Proceedings before the evaluator shall be informal in nature. The presentation of evidence and the issues heard will be limited to that which has already been presented or asserted during the grievance process. Formal rules of evidence will not apply. The parties will be represented by Labor Relations Department employees and Union Representatives, and no official record of the neutral evaluation will be kept.

Each party may have no more than two (2) individuals (in addition to each party's spokesperson) attend the neutral evaluation proceedings; and, each party will be limited to a half-hour presentation in a suspension case. In a discharge case, each party will be given equal time to present their case. When unusual circumstances warrant, the parties may mutually agree, prior to the date of the evaluation, that one additional representative may attend for either party; or, that the presentation time for each party may be extended by a period not to exceed thirty minutes.

In a suspension case, the evaluator may ask questions in the presence of both parties, and will be provided one half hour to render his or her written advisory opinion. In a discharge case, the evaluator may ask questions in the presence of both parties, and will have one hour to render his or her written advisory opinion. This advisory opinion will determine whether the Company acted with or without just cause, and where the disciplinary action lacked just cause, what if any, remedy should be imposed. Under no circumstances will the Company be liable for back pay for more than six (6) months after the date of the disciplinary action.

Within five (5) working days following the evaluator's advisory opinion, a party must notify the other party in writing if the party rejects the evaluator's advisory opinion; otherwise it will be treated as accepted by the party. In instances where the parties accept the evaluator's advisory opinion of no just cause, the Company agrees to implement the remedy within ten (10) working days. In instances where the parties accept the evaluator's advisory opinion of just cause, the Union agrees to withdraw the grievance in writing within ten (10) working days.

In instances where the Company or the Union rejects the evaluator's opinion the case will be deferred to the regular arbitration process. The party seeking arbitration must request a panel of arbitrators within thirty (30) calendar days following the rejection of the evaluator's opinion. Neither the fact that a case went to neutral evaluation or the decision of the evaluator may be introduced as evidence at an arbitration hearing by either party. However, each party may use the evidence presented by it at neutral evaluation in any subsequent arbitration, but may not refer to testimony provided by the other party at neutral evaluation.

Each party agrees that if it intends to use a witness at any Neutral Evaluation proceeding, it will provide at least one week's advance notice to the other party. Failure to do so will bar that party's use of a witness in that proceeding. The party receiving such a notice may also use witnesses in that proceeding and as a courtesy will notify the other party.

## **ARTICLE VIII**

### **EXCUSED ABSENCE OR LEAVES OF ABSENCE FOR UNION WORK**

1. Employees of Cincinnati Bell Telephone Company, who are elected or appointed to an office or committee in the Union or any labor organization affiliated therewith or in governmental agencies, and who are certified to the Company, by the Union, as having to be absent from their regular work intermittently for the proper performance of their lawful duties to the Union in connection with such office or committee, will be excused without pay for a period of continuous absence not to exceed thirty (30) calendar days. Each such employee shall notify his immediate supervisor in writing, as far in advance as practicable, when any absence is to begin and for what period the employee expects to be absent. Intermittent absences shall be granted without pay and

the total excused absence shall not exceed the equivalent of one hundred and twenty (120) scheduled working days in any one (1) year period beginning with the effective date of this Agreement, except that six (6) employees who are elected as presidents, executive vice presidents, and secretary/treasurers of the local unions shall be afforded an additional forty (40) days (total 160 days).

2. When such absence for Union work exceeds or is expected to exceed a continuous period of thirty (30) calendar days or the equivalent of one hundred and twenty (120) scheduled working days or, for those eligible, the equivalent of one hundred and sixty (160) scheduled working days in any one (1) year period beginning with the effective date of this Agreement, the Union shall so certify and notify the Company and the employee shall request and the Company shall grant a leave of absence without pay for an additional period of not less than thirty (30) calendar days nor to exceed one (1) year. The total period of the leaves of absence granted to any employee pursuant to this Article, whether such period is continuous or intermittent, shall not exceed eighteen (18) years during the total net credited service life of the individual and shall be administered as follows:

- (a) The employee shall receive full service credit for all purposes except wage progression.
- (b) The employee shall be eligible to death benefits.
- (c) The employee shall be entitled to Basic coverage under the Group Life Insurance Plan at the Company's expense. The employee shall be entitled to Supplementary coverage under the Group Life Insurance Plan at the employee's expense during such leave of absence.
- (d) The employee shall be eligible for Health Care Plan and Dental Expense Plan coverage at the employee's expense during such leave of absence.
- (e) The employee shall be eligible for Sickness Disability Benefits beginning the eighth calendar day following the termination of the leave of absence.

Requests for leaves of absence shall be made in writing and forwarded by the Union to the Company as far in advance of the effective date as possible.

3. The number of employees who are absent from their regular work under the provisions of paragraphs 1 and 2 of this Article shall not exceed a total of ten (10) from the local or one (1) per hundred Union employees from the local, whichever is greater.

4. Upon termination of said leave of absence, the employee shall resume employment in the same job on which engaged prior to the leave of absence, or in a job with equivalent status, and thereafter be eligible to the same treatment applicable to other employees.

5. All leaves of absence granted under the provisions of this Article shall conform with established practices.



**ARTICLE IX**

**PAYROLL DEDUCTION OF UNION DUES AND OTHER SERVICES**

1. Each month the Company will furnish the Union with the following reports of employee changes that occurred in the previous month affecting the job titles listed in Appendix "E" attached hereto:

- (a) A report showing the name, sex, labor group number and wage classification of each employee engaged, reengaged, granted leave of absence, or returning from leave of absence. With respect to engagements, the date of engagement and home address shall also be shown.
- (b) A report of all employees transferred within a department or between departments showing in each case the name, sex, and the labor group number and wage classification for the new job assignment when available. In addition, information similar to the foregoing shall be furnished in connection with all cases involving changes in wage classifications.
- (c) A report of all changes in names, showing in each case the employee's former and present name, sex, and the current labor group number and wage classification.
- (d) A report of all employees leaving the service of the Company showing in each case the name, sex, labor group number, wage classification, net credited service date and the reason for leaving.

2. The Company will make payroll deductions for Union dues without charge, subject to the terms and conditions of Appendix "B" attached hereto and made a part of this Agreement.

3. The Company will furnish the Union with a quarterly list of all employees in the bargaining unit arranged alphabetically by labor group, including employees' home addresses and social security numbers. Those employees with payroll deduction of union dues will be indicated.

4. The Union will pay the Company the cost of services other than those covered in paragraphs 1, 2 and 3 of this Article, undertaken for and at the request of the Union. This provision shall not obligate the Company to undertake or continue any services to the Union, except as stated in or made part of this Agreement.

**ARTICLE X**

**BULLETIN BOARDS**

1. The Company will install and maintain bulletin boards for the exclusive use of the Union and without cost to the Union at such locations on the Company's property as may be mutually agreed upon by the parties. The bulletin boards will be furnished by the Union and will be designated as Union bulletin boards.

2. The material posted by the Union on these bulletin boards shall be limited to factual notices and announcements pertaining to the following:

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- (a) Union meeting announcements
- (b) Union nominations and elections and results thereof
- (c) Appointments to Union offices or committees
- (d) Official records and reports on operations
- (e) Social and recreational matters
- (f) Agreements concluded by the Union and the Company

Any other material to be displayed by the Union on the bulletin boards will require the approval in writing of an authorized Company representative before being posted.

## **ARTICLE XI EMPLOYEES' BENEFIT PLAN**

Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in any subject covered by the existing Cincinnati Bell Accident Disability Plan or the Short-Term Disability Policy.

## **ARTICLE XII RESPONSIBLE UNION-COMPANY RELATIONSHIP**

The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

The Company and the Union will jointly prepare a document for new, represented employees that highlights and outlines Article XII Responsible Union - Company Relationship and Article XIII Agency Shop. The Company agrees that at initial orientation or during the initial training period, a Union Representative shall be afforded fifteen (15) minutes to provide an overview of the Union and its function as it deems appropriate. A management representative will be present to reinforce the importance of a responsible union - company relationship.

## **ARTICLE XIII AGENCY SHOP**

1. 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 day of such entrance, whichever of these dates is later, until the termination of this Agreement. For the

purpose of this Article, "employee" shall mean any person entering into the bargaining unit, except an occasional employee.

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.

2. The condition of employment specified above shall not apply during periods of formal separation\* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit.

\*The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one (1) month duration.

#### **ARTICLE XIV AMENDMENTS**

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto without in any way affecting any of the other provisions of this Agreement.

#### **ARTICLE XV FEDERAL OR STATE LAWS**

If any provision of this Agreement or its amendments, or the application of such provision to any person or circumstance is held invalid by any federal or state law or the final determination of any court of authority of competent jurisdiction, the remainder of this Agreement or its amendments or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

#### **ARTICLE XVI STRIKE ABSENCE CREDIT**

Effective August 4, 1974, employees on the payroll who have had service credit deducted for strike absences will have such service restored for future fringe and benefit purposes, but not for wage progression purposes.

#### **ARTICLE XVII UNION REPRESENTATION**

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 shall be present unless the employee requests otherwise.

In those cases where an employee is not informed of his/her termination in person or over the phone, the Company shall send a certified letter to the employee's last known address informing him/her of discharge. The Company will either fax or e-mail a copy of that same letter to the appropriate local.

## **ARTICLE XVIII EFFECTIVE DATES AND DURATION OF AGREEMENT**

1. This Agreement supersedes the Agreement dated August 10, 2014. The following agreements shall continue in effect:

Group Life and Accidental Death or Dismemberment Insurance Plan – Effective June 17, 1957 (as amended)

Supplementary Group Life Insurance Plan – Effective January 1, 1987 (as amended)

Dependent Group Life Insurance Plan – Effective July 1, 1981 (as amended)

Military Leaves of Absence Agreement – Dated May 9, 1993 (as amended)

Dental Expense Plan – Effective January 1, 1976 (as amended)

\*Safety Letter Agreement – Dated August 10, 2014

Long Term Disability Plan for Non-Salaried Employees – Effective August 7, 1977 (as amended)

Savings and Security Plan Agreement – Dated September 9, 1977 (as amended)  
APPLICABLE AS AMENDED

\*Supplemental Income Protection Program Agreement – Dated May 9, 1993

\*Family and Medical Leave of Absence Agreement – Effective August 5, 1993 (as amended)

\*Part-Time Employees Agreement – Dated May 12, 2002 (as amended)

\*Health and Wellness Shared Responsibility Letter Agreement - Dated August 10, 2014

Health Care Plan – Effective January 1, 1988 (as amended) –APPLICABLE AS AMENDED

Vision Care Plan – Effective January 1, 1983 (as amended)

\*Common Interest Forum Agreement – Dated August 10, 2014

\*Employment Security Letter Agreement – Dated August 10, 2014

Legal Plan (Employee Paid) – Dated May 9, 1999

Parking Reimbursement Account – Dated May 9, 1999

\*2014 Benefit Overview

CBT/CWA Job Bank Agreement – Dated May 13, 1990 (as amended)

\*Included as part of this Agreement in Appendix "F."

2. In the event, and expressly on the condition, that the Union approves and ratifies this Agreement between the parties hereto, and in writing notifies the Company of such approval and ratification, then this Agreement shall become effective May 13, 2018, and shall continue in effect until 11:59 p.m. May 15, 2021 and thereafter, unless and until terminated pursuant to paragraph 4 of this Article.

3. It is the intention of the parties, with respect to the collective bargaining of future replacing agreements, to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination date of this present Agreement.

4. By notifying the other party in writing at least sixty (60) days prior to the date of termination, either party may terminate this Agreement at 11:59 p.m. on May 15, 2021. If either party gives notice pursuant to this paragraph of its desire to negotiate changes in wages or working conditions, negotiations shall commence not more than sixty (60) days nor less than thirty (30) days prior to the termination date unless the parties agree otherwise.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after May 15, 2021, for successive renewal periods of fifty-two (52) weeks each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least sixty (60) days prior to the date of termination of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their names by their duly authorized representatives.

Dated this 13th day of May, 2018.

CINCINNATI BELL TELEPHONE COMPANY

By Sarah Dodd  
Sr. Director – HR Operations

COMMUNICATIONS WORKERS OF AMERICA

By Mike Handley  
CWA Representative

**APPENDIX "A" REFERRED TO IN ARTICLE II  
OF THE ARTICLES OF AGREEMENT,  
EFFECTIVE May 13, 2018**

**DEFINITIONS**

**PART A-1 -- DEFINITION OF TERMS**

A-1.01 The following fundamental terms used throughout the Agreement and its associated appendices shall have the meanings given.

- (a) **Additional Family Members:** An employee's "additional family members" shall include mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchildren.
- (b) **Allowed Time:** "Allowed time" is time paid for but not worked.
- (c) **Basic Wage Rate:** The "basic wage rate" is the rate of pay, exclusive of all differentials or regular allowances, an employee is entitled to receive for normal tour work.
- (d) **Daily Basic Wage Rate:** The "daily basic wage rate" is an employee's weekly basic wage rate divided by five (5), except for those employees assigned to a four (4) day work week, in which case the weekly basic wage rate will be divided by four (4).
- (e) **Emergency Tour:** An "emergency tour" is an assignment without advance notice to work a special tour, not continuous to a preceding normal tour, where an unusual condition requiring immediate handling exists and the employee called is directed to proceed without delay, using the means of transportation specified by the supervisor.
- (f) **Employee:** "Employee" is a person employed by the Company in one of the job titles listed in Appendix "E." of this Agreement.
- (g) **Family Member:** An employee's "family member" shall include brother, sister, step-child, and any other relative living in the employee's household.
- (h) **Full-Time Employee:** A "full-time employee" is one whose normal tour assignments are forty (40) hours per week, or one whose normal tour assignments are less than forty (40) hours per week, but whose basic wage rate is that for a full week.
- (i) **Hourly Basic Wage Rate:** The "hourly basic wage rate" is a full-time employee's daily basic wage rate divided by the number of hours in the employee's normal tour.
- (j) **Immediate Family Member:** An employee's "immediate family" includes wife, husband, son, daughter, mother, and father.

- (k) **Net Credited Service:** "Net credited service" shall include Bell System net credited service for employees in the employ of the Company as of December 31, 1984. The net credited service of employees hired by or transferred to the Company after December 31, 1984, shall not include prior service with other Bell System companies, but shall begin on the first day of employment by the Company, unless there is in effect at the time of such hiring or transfer an interchange agreement which provides otherwise.
  - (l) **Night Normal Tour:** A "night normal tour" is a normal tour all or a portion of which falls within the clock period 10:00 PM to 6:00 AM.
  - (m) **Normal Tour:** A "normal tour" is one of the daily tours comprising the normal work week.
  - (n) **Normal Work Week:** First 40 hours scheduled in a week is the Normal Work Week.
  - (o) **On-Call:** An employee is "on-call" when the employee is specifically directed by management to be immediately reachable by phone or some other method and during which the employee is required to respond and potentially report for work within a reasonable period of time.
  - (p) **On-Call Period:** The "on-call period" is the twenty-four (24) hour period beginning at the time and date the Company directs the employee to be on-call.
  - (q) **Part-Time Employee:** A "part-time employee" is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same daily tour.
- NOTE:** See Appendix "F" for classification and treatment of part-time employees.
- (q) **Regular Employee:** A "regular employee" is one whose work assignment when engaged is not limited to a specific duration under the terms of this Agreement.
  - (r) **Regular Wage Rate:** The "regular wage rate" is the basic wage rate plus any authorized differential or other remuneration the employee is entitled to receive which, by law, is required to be included in the regular wage rate.
  - (s) **Reserve Time:** "Reserve time" is time off other than scheduled full weeks of vacation/ PTO.
  - (t) **Seniority:** "Seniority" is synonymous with net credited service.
  - (u) **Service Anniversary:** "Service anniversary" refers to the anniversary of the date established as the beginning of net credited service.
  - (v) **Special Tour:** A "Special Tour" includes (a) any hours worked in an emergency tour and (b) any assigned hours in a work week after the accumulation of 40 scheduled

hours, except that no absence occurring during such 40 hour period, other than PTO time and Holidays shall be treated as scheduled hours for purposes of applying the Payment for Special Tours provision of this Agreement.

- (w) **Temporary Employee:** A "temporary employee" is one who is engaged initially for a specified duration not to exceed one (1) year. Any employee initially engaged as temporary who remains engaged by the Company at the completion of one (1) year shall be terminated or reclassified as a regular employee.
- (x) **Time Off:** "Time off" is vacation time/ PTO time, excused work days, personal holidays, and days in lieu of holidays which occur during a scheduled vacation/ PTO week.
- (y) **Wage Plan Service:** "Wage plan service" is the step on the wage schedule (years, months and days) at which the employee is paid.
- (z) **Weekly Basic Wage Rate:** The "weekly basic wage rate" is the rate for a full-time employee's wage plan service as indicated on the wage schedule for the job title held by the employee.
- (aa) **Work Location:** A "work location" is a subdivision of the Company's territory, a Company building or a rented facility to which an employee is regularly assigned. It is the most nearly permanent area or place the Company can designate, with regard to the work available, in which the employee usually reports, works, or quits.
- (bb) **Work Tour:** A "work tour" is any period of time which an employee spends in the performance of a duty assigned by the Company.
- (cc) **Work Week:** The "work week" is a calendar week.
- (dd) **Out of Territory:** Area of operation where Cincinnati Bell Telephone Company is not the local exchange carrier.

**APPENDIX "B" REFERRED TO IN ARTICLE IX  
OF THE ARTICLES OF AGREEMENT,  
EFFECTIVE May 13, 2019**

**PAYROLL DEDUCTION OF UNION DUES  
PART B-1 -- PAYROLL DEDUCTION AUTHORIZATION**

- B-1.01 The Company will make payroll deductions for union dues upon receipt of a written authorization from the employee reading as follows:



TIER 2			
Social Security No.	Last Name	First Name	Middle Initial
Payroll No.	Union Local	Effective Date	

**TO CINCINNATI BELL TELEPHONE COMPANY:**

I hereby authorize and direct the Company to deduct from payments due me as an employee, not including payments in lieu of vacation, regular Union dues as certified by the Communications Workers of America to the Company in writing to be the regular membership dues of the Local duly established in accordance with the Constitution of Communications Workers of America and Bylaws of the Local. Such deductions shall begin as soon as the Company can process this authorization.

Deductions shall be made from such payments for each payroll period, except as otherwise agreed to by the Union and the Company, unless the total amount of such payments in any payroll period is not sufficient to provide for the deduction, in which event the deduction shall be made from payments in any one of the following four (4) consecutive payroll periods, provided there is due me an amount sufficient to provide for such deduction.

This payroll deduction authorization may be canceled by me upon four (4) weeks' written notice to the Company.

This payroll deduction authorization may be canceled by the Company, through written notice to me, upon the Union's refusal or incapacity to accept and receipt for any amount so deducted.

This authorization shall automatically be suspended during the period of any leave of absence granted to me and shall automatically be again effective upon my return from such leave.

This authorization supersedes all previous authorizations executed by me for the deduction of Union dues.

It is understood that the Company assumes no responsibility in connection with the above deductions except that of forwarding monies deducted to the Communications Workers of America.

Signature of Employee	Date
-----------------------	------

B-1.02 Payroll deduction of Union dues will begin as soon as the Company can process the authorization for payroll deduction of Union dues.

**PART B-2 -- PAYROLL DEDUCTIONS**

B-2.01 Dues deductions will be made in each payroll period from payments due the employee, except as otherwise agreed to by the Union and the Company.

B-2.02 When the amount of payments in any payroll period is not sufficient to provide for dues deduction, the deduction shall be made from payments in any one of the following four

(4) consecutive payroll periods, provided there is an amount due the employee sufficient to provide for such deduction.

- B-2.03 A check payable to the Union for the total amount of dues collected shall be forwarded to the Communications Workers of America on a monthly basis.
- B-2.04 Annually the Company will furnish the Union with a complete list of deductions made in the deduction periods for the month of November. Thereafter, the Company will furnish the Union with a monthly list which will include only the cancellations and suspensions and those deductions added during the month.
- B-2.05 Receipts for dues deducted will not be given to employees by the Company. If required, such receipts will be furnished by the Union.
- B-2.06 In the case of advance payments on account of vacation or other reasons, deductions will be made from the advance payments and included in the Company's remittance for the month to which the payment applies.

#### **PART B-3 -- CANCELLATION OF PAYROLL DEDUCTION AUTHORIZATION**

- B-3.01 Payroll deductions will be discontinued (a) upon receipt of a four-week (4) written notice to the Company by the employee to cancel his authorization, sent to the General Accounting Manager, or (b) upon written notice to the employee, by the Company, of the Union's refusal or incapacity to accept and receipt for any amount so deducted, or (c) upon the suspension, expiration or termination of any applicable contract provision covering dues deduction between the Company and the Union.
- B-3.02 Payroll deduction of dues will be automatically canceled when an employee is transferred out of the bargaining unit or is removed from the payroll of the Company. During the period of any leave of absence granted to an employee payroll deduction of Union dues will be automatically suspended and will automatically be again effective upon the employee's return from such leave.

#### **APPENDIX "C" REFERRED TO IN ARTICLE V OF THE ARTICLES OF AGREEMENT, EFFECTIVE May 13, 2018**

#### **RULES AND REGULATIONS GOVERNING THE APPLICATION OF WAGE SCHEDULES PART C-1 -- APPLICATION OF WAGE SCHEDULES**

##### **C-1.00 STARTING RATES**

- C-1.01 Normally, applicants for employment will be engaged at the starting rates specified in the wage schedules. When an applicant has exceptional qualifications, either because of outside training or prior experience, a higher starting rate may be authorized.

##### **C-1.10 ABSENCES IN EXCESS OF ONE MONTH**

- C-1.11 In all cases of continuous absence from the service exceeding thirty (30) calendar days (with or without pay or benefits), except absence on military leaves or paid vacations, no wage plan service shall accrue for that portion of the period of absence which is in excess of thirty (30) calendar days.

**C-1.20 EFFECTIVE DATE OF WAGE CHANGES**

- C-1.21 All wage changes shall become effective as of the first day of the payroll period in which the change occurs, except that scheduled wage increases which fall due while the employee is on a leave of absence or drawing disability benefits shall be made effective as of the day the employee returns to active duty, provided,

- (a) the total period of absence does not exceed thirty (30) calendar days, or
- (b) the due date, adjusted for absence in excess of thirty (30) calendar days in accordance with Section C-1.10, is earlier than the date the employee returns to active duty, or falls within the payroll period the employee returns to active duty.

**C-1.30 PROGRESSION**

- C-1.31 Employees will be considered for each successive wage increase at the expiration of the interval indicated in the appropriate wage schedule, subject to the provisions of Section C-1.10. If this would result in the last increase to the employee's maximum rate being a fractional step of less than one dollar (\$1.00), this fractional amount shall be given with the last full step.

**C-1.40 DEFERRED WAGE TREATMENT**

- C-1.41 When, in the judgment of the Company, an employee's performance does not justify normal wage treatment, the employee's increase may be deferred, but at no time shall the rate be more than one (1) step under the normal progression rate. If an employee's performance does not justify normal wage treatment, this shall be made known to the employee and to the Union at least thirty (30) days in advance of the date the increase is withheld. Employees failing to qualify for this minimum rate should be transferred to more suitable work or be dismissed. Depending on the improvement in the employee's performance, the normal rate and normal progression may be restored at any time after a minimum period of three (3) months of deferment. At the expiration of the initial minimum period of three (3) months at the deferred rate, the employee shall be advised by the Company whether or not he or she then qualifies for normal wage treatment. If not, the employee shall be advised thereafter at appropriate intervals. Deferred wage treatment shall require the approval of the director.

**C-1.50 TEMPORARY ASSIGNMENTS**

- C-1.51 When an employee is assigned temporarily to another job in the same wage level he/she shall continue on his regular schedule during the period of the temporary assignment. However, if the temporary assignment is to a job in a higher wage level and the assignment

is for 32 hours (for an employee working five, 8-hour shifts), or 30 hours (for an employee working four, 10-hour shifts) or less during a normal work week, the employee shall be paid a daily differential of \$12.00 for each day worked at the higher level. If the temporary assignment exceeds four 32 or 30 hours respectively during a normal work week, the employee's wage rate shall be adjusted to the rate on the higher schedule as of the first day of the temporary assignment. Should the employee be returned to his/her regular job, his/her rate shall be adjusted to that which he/she normally would have received had he/she continued his/her regular job throughout the period of the temporary assignment.

## **C-1.60 PROMOTIONS**

### **C-1.61 Promotions - No Change In Job Classification**

When an employee is promoted to another job title within the same job classification, a promotional increase shall be given and shall be determined as follows:

- (a) The employee shall be placed on the step of the new wage schedule as determined by allowing the employee full wage plan service or net credited service, whichever is more favorable.
- (b) After placing the employee on the step of the new schedule, a promotional increase of \$2.00 or the amount resulting from the application of (a) above, whichever is greater shall be given, subject to provisions of C-1.62.
- (c) An employee who receives the \$2.00 promotional increase will be placed "off-schedule" in the new wage schedule until the next scheduled increase at which time the wage rate will be adjusted to the schedule amount associated with the employee's wage plan service.

### **C-1.62 Promotions - Change In Job Classification**

When an employee is promoted to a job involving a change of job classification, a step-down may apply:

<b><u>*JOB CLASSIFICATIONS</u></b>	<b><u>WAGE SCHEDULE</u></b>	<b><u>STEP FROM MAXIMUM</u></b>
Information Associates	CC4	0
	CC4	0
Entry Level Office-Clerical	CL4	0
Skilled Office-Clerical	CL1	6 months
	CL2	6 months
	CL3	6 months
	CC1	6 months
	CC2	6 months
	CC3	6 months
Semi-Skilled Craft	TE6	6 months
Skilled Craft	TE2	12 months
	TE3	12 months
	TE4	12 months

	TIER 2	
	TE5	12 months
Technical Craft	TE1	12 months

\* Current Company practices identify job titles within the above job classifications. The step-down does not apply to moves within the same job classification. The step-down is to be applied as follows:

- (a) The employee whose wage plan service or net credited service is equal to or greater than the next higher step on the new schedule will go to the next higher step, but shall not exceed the step down from maximum of the new wage schedule. The promoted employee who, as a result of this application, is not at the maximum rate for the new job will be considered for a scheduled wage increase six (6) months following the promotion.
- (b) If after the step-down has been applied the employee receives no promotional increase, then the employee will receive \$2.00 on promotion and will remain "off-schedule" until the next scheduled increase at which time the wage rate will be adjusted to the schedule amount associated with the employee's wage plan service.

C-1.63 In cases where the promoted employee is also due for a scheduled increase on the date the promotional increase becomes effective, consideration shall first be given to the scheduled increase, and, if granted, it shall be included in the employee's "present rate" for the purposes of this Section.

C-1.64 In the case of a promotion to a job classification within the bargaining unit, the employee who is considered best qualified will be selected with due consideration to ability, aptitude and seniority.

#### **C-1.70 DEMOTIONS**

C-1.71 Demotions will be treated with due consideration of all pertinent factors, including the reason for demotion, the employee's past performance, wage progress and net credited service.

C-1.72 An employee who is downgraded will have an adjustment in pay in accordance with the following:

- (a) The employee who is demoted without having had a prior promotion, will have the wage rate on the lower wage schedule determined using the employee's wage plan service.
- (b) The employee who has been promoted and subsequently downgraded through demotion or retreat, will have the wage rate on the lower schedule determined as though the promotion had not occurred.

**C-1.80 TRANSFERS OTHER THAN A PROMOTION OR DEMOTION**

C-1.81 All cases of transfers other than promotions and demotions will be treated with due consideration of all pertinent factors such as current job performance, the employee's qualifications, training, prior experience and net credited service.

**C-1.90 CHANGES IN JOB TITLES**

C-1.91 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or restructure or redefine an existing one, it shall be handled as follows:

- (a) The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job title or classification.
- (b) The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company.
- (c) If negotiations are not so initiated or if agreement is reached between the parties within sixty (60) days following receipt of notice from the Company concerning the wage rates and schedules, the temporary designation shall be removed from the job title or classification.
- (d) If negotiations are initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the issue of an appropriate temporary schedule of wage rates shall be submitted to a neutral third party, to be selected as set forth below, for determination of an appropriate temporary schedule of wage rates. Such temporary rates shall remain in effect until such job title or classification has been evaluated by the neutral third party.
- (e) The neutral third party referred to above shall be selected by mutual agreement from a previously selected panel of three arbitrators who possess acknowledged expertise in the area of job evaluation. A hearing shall be conducted before such third party within thirty (30) days after selection and such individual shall have sixty (60) days from the date of selection to make a determination which shall be binding on the parties as a schedule of wage rates. While it is not intended that such third party undertake a full and complete job evaluation study, he or she shall review other job titles or classifications and their wage schedules for comparison purposes and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.

C-1.92 Refer to D-12.40 for pay treatment of employees subject to job content downgrade.

**APPENDIX "D" REFERRED TO IN ARTICLE V  
OF THE ARTICLES OF AGREEMENT,  
EFFECTIVE May 13, 2018**

**WORKING CONDITIONS  
PART D-1 -- APPLICATION**

- D-1.01 These working conditions apply to all non-managerial employees hired on or after February 1, 2008, whose titles are included in Appendix "E."

**PART D-2 -- WORK ASSIGNMENTS AND SCHEDULES**

**D-2.00 WORK ASSIGNMENTS**

- D-2.01 A work tour may be assigned during any hours of any day of any workweek, unless otherwise provided herein.
- D-2.02 Time off for special tours worked shall not be required.
- D-2.03 Schedules shall be posted two weeks in advance of the scheduled work week. Once posted, schedules may be changed:
- a. By giving the employee 24 hours prior notice, the Company may reschedule any day or change the scheduled hours of any work tour.
  - b. By request of the employee and upon approval of his supervisor.
  - c. An Employee, based on seniority, may request a change of tour once during the calendar year and shall be granted such change as soon as practicable, but in no event more than one (1) year from the date of request.
- D-2.04 The approval of the supervisor is required to effect the exchange between employees of the same work group, of "off days," scheduled work tours on holidays, vacation/ PTO periods, etc.
- D-2.05 Time lost by an employee, because of the need for rest after working a special tour, or because of other absence without pay, shall not be rescheduled as normal tour hours.
- D-2.06 An employee shall be notified as far in advance as possible of the necessity to work a special tour.
- D-2.07 Any work tour shall be considered as falling on the calendar day on which it begins.
- D-2.08 The number of hours of work assigned shall be governed by the law and by workloads and service requirements as determined by the director.
- D-2.09 When it is deemed appropriate and practicable by the department head, a normal work week may be designated to consist of four (4) daily tours of not more than then (10) hours each. In administrative work groups where coverage is necessary and scheduled six (6) or seven (7) days a week two of the scheduled off days shall be scheduled consecutively during weekdays and once per month the scheduled off days must include both Friday and

Saturday OR Saturday and Sunday. The remaining off day can be scheduled any day of the week. In administrative work groups where only Monday through Friday coverage is regularly scheduled, the three (3) scheduled off days shall be consecutive and include the weekend.

No differential payments for evening and night work will be made for the extension of work into an evening or night tour solely by reason of a schedule change to four (4) ten (10) hour days.

### **PART D-3 -- BASIS OF COMPENSATION FOR TIME**

#### **D-3.00 PAYMENT FOR NORMAL TOURS**

- D-3.01 An employee shall be paid at the regular wage rate for time worked, or for allowed time during the normal tours.
- D-3.02 Whenever possible an employee shall be given a relief period of at least eight (8) hours (not necessarily consecutive) between normal tours or between the end of any work tour eight (8) or more hours in length and the beginning of his next normal tour. In order to give a minimum relief period of eight (8) hours, the employee may be required to report later than the starting time of his next normal tour. If following the eight (8) hour rest period, there remains one (1) or more hours of unworked time in the employee's normal tour, he will be required to report to the assigned work location to work the remainder of the normal tour unless the employee's supervisor has given advance authorization for the employee to use PTO time for the remainder of the normal tour.
- D-3.03 If an employee is required to report for a normal tour less than eight (8) hours from the end of his preceding normal tour or other work tour which was eight (8) hours or more in length, the assignment shall be treated as a special tour.
- D-3.04 When, in the opinion of the supervisor, weather conditions are such as to prevent or cause interruption of normal work operation, the employee will be paid for the normal tour during such bad weather, but must remain on duty and be available for work. The employee may be assigned other work consistent with the requirements of the service.

#### **D-3.10 PAYMENT FOR SPECIAL TOURS**

- D-3.11 An employee shall be paid at one and one-half times the regular wage rate for time worked during the first twelve (12) special tour hours in a work week, except as provided in paragraphs D-7.22 and D-7.32. Those overtime hours worked in excess of twelve (12) in a work week shall be paid at two (2) times the employee's regular wage rate, except as provided in paragraph D-7.22.
- D-3.12 If an employee works a special tour which is less than two (2) hours in length and which is isolated from and not continuous with a normal tour, he shall be paid for such tour as a special tour two (2) hours in length.
- D-3.13 Fractional special tour time to be paid shall be determined by adjusting the time worked to the nearest one-fourth (1/4) hour.



**D-3.20 MANAGEMENT REPLACEMENT DIFFERENTIAL**

D-3.21 An employee who is designated by the Company to be in-charge as a management replacement for a period of one (1) hour or more during any work tour shall be paid a differential of ten (\$10.00) dollars for that tour.

D-3.22 An employee who is designated by the Company to provide formal instruction to co-workers shall be paid the management replacement differential pursuant to paragraph D-3.21 of this section. For purposes of this paragraph, providing "formal instruction" shall mean the provision of specific instruction to co-workers pursuant to a formal, Company prepared or approved training curriculum or program utilizing formal Company developed or approved course materials. "Formal instruction" does not include the provision of informal on-the-job advice, assistance or training to co-workers.

**D-3.30 PRODUCTIVE WORK BY SUPERVISORS**

D-3.31 The grievance procedure shall be available for use when the amount of productive work performed by supervisors is considered to be abnormal or unusual and is not the result of emergency conditions.

**D-3.40 ON-CALL DIFFERENTIAL**

D-3.41 An employee who is designated by the Company to be on-call for a period outside of the employee's normal or scheduled special tour will be paid a differential of twenty dollars (\$20) for each on-call period Monday through Friday and twenty-five dollars (\$25) for each on-call period occurring Saturday, Sunday or on a designated holiday as listed in D-7.22. The differential applicable shall be determined by the day in which the majority of the twenty-four (24) hour on-call period begins. When the on-call period begins at 12:00 noon, the differential shall be reported on the day in which the on-call period begins. Only one differential is paid for each on-call period.

**D-3.50 Lead Pay Differential**

D-3.51 An employee who is designated by the Company to serve as an on-the-job trainer of a newly hired, transferred, or promoted employee, for a period of one (1) or more hour during any work tour, shall be paid a differential of ten (\$10.00) dollars for that tour.

**PART D-4 -- WORK TIME, TRAVEL TIME AND ASSOCIATED EXPENSE****D-4.00 APPLICATION OF WORK TIME**

D-4.01 An employee shall be required to report and quit for each work tour at the location and time designated by the supervisor and to observe the lunch period designated by the supervisor.

**D-4.10 WORK LOCATION ASSIGNMENTS**

- D-4.11 Each employee shall be assigned a work location. The downtown Cincinnati area is considered one work location defined as an area bounded by the Ohio River on the South, John Street on the West, Eighth Street on the North and Broadway on the East. Each other Company building or rented facility is considered a separate location. For employees assigned to work outside of locations where Cincinnati Bell Telephone is the local exchange carrier, each Company building, rented facility or assigned facility is considered a separate location.

**D-4.20 WORK IN A DIFFERENT WORK LOCATION**

- D-4.21 It may become necessary to require an employee to report to a different work location and travel to and from this location. If not transported in a Company motor vehicle, the employee shall be reimbursed for travel time and expense at the IRS reimbursement rate for mileage.

**D-4.30 CHANGE IN WORK LOCATION**

- D-4.31 Employees who in the judgment of the Company are required to relocate their residence as a result of permanent involuntary transfer initiated by the Company shall receive reasonable moving costs.

**D-4.40 REPORTING AND QUITTING**

- D-4.41 The time spent in driving or riding in a Company motor vehicle by an individual employee or a worker assigned to such a vehicle, shall be included in the work tour of each such employee, by the assignment if necessary, of special tours. For such employees the work tour will begin and end at the place of storage of the Company motor vehicle. Other employees may, for their own convenience, ride as passengers in Company motor vehicles but, in such cases, riding time shall not be considered as part of the work tour except, of course, when going to work on an emergency tour. Employees may volunteer to home garage, where such opportunity is made available by the Company. In the event that an employee voluntarily participates in remote/home garaging, the time spent in driving or riding in a Company motor vehicle to the initial work location shall not be included in the work tour provided no preliminary work activity is required prior to the start of the travel time. The Company shall continue to bear gasoline and maintenance costs for Company-owned vehicles.

Employees assigned to multiple locations must close out work order activity from the last customer's premise and for those employees who need to engage in postliminary non-customer affecting work activities, they shall have 30 minutes of paid time added to the time they closed out such work order activity. Employees assigned to multiple work locations shall be paid for driving to a garage or central office for postliminary work even though they have closed out from the customer premise. Such employees' drive from the garage or central office to their home shall not be paid time.

Employees assigned to a single assigned work location shall not receive any paid time once they leave the customer's premise.

- D-4.42 Travel time spent by an employee in going to and from the job on an emergency tour assignment shall be included in the work tour.
- D-4.43 A special tour, other than an emergency tour, shall be considered as starting and stopping at the employee's reporting and quitting locations in the usual manner.

**D-4.50 TRAVEL AND MISCELLANEOUS EXPENSE**

- D-4.51 When an employee, after having reported, is sent from one work location to another within the territory of the Company, or when an employee uses a private motor vehicle for authorized incidental Company business, the employee shall be reimbursed for all necessary transportation expenses on the basis of the Internal Revenue Service (IRS) standard mileage rate allowance as a business use deduction from gross income. In the event the IRS changes this standard rate during the term of this agreement, the Company will change the amount of reimbursement accordingly effective on the first of the month following the effective date of the change by the IRS.
- D-4.52 An employee shall be reimbursed for all necessary transportation expense in connection with emergency tours or other emergencies. This refers to the cost of taxicab fare or private motor vehicle. If the employee uses a private motor vehicle, the employee shall be reimbursed on the basis of the Internal Revenue Service (IRS) standard mileage rate allowance as a business use deduction from gross income. In the event the IRS changes this standard rate during the term of this agreement, the Company will change the amount of reimbursement accordingly effective on the first of the month following the effective date of the change by the IRS.
- D-4.53 When an employee is sent on company business outside the licensed territory of the Company and the trip extends beyond an 8-hour tour, he shall be reimbursed for all necessary expense.

**PART D-5 -- EVENING AND NIGHT WORK**

**D-5.00 APPLICATION OF EVENING AND NIGHT DIFFERENTIAL – ALL EMPLOYEES**

- D-5.01 An employee shall be paid a night differential of ten percent (10%) of his basic wage rate for all hours worked in a night normal tour.

**PART D-6 -- SUNDAY WORK**

**D-6.00 PAYMENT FOR SUNDAY WORK**

- D-6.01 In addition to the normal hourly rate, an employee shall be paid a flat rate payment of \$40 for any work tour assigned and worked on a Sunday.

**PART D-7 -- HOLIDAYS AND HOLIDAY EVES**

**D-7.00 HOLIDAYS**

- D-7.01 The following are designated as holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas.
- D-7.02 Employee will receive an alternative scheduled day off with pay adjacent to a weekend, within 12 months, if required to work on a Monday Holiday.
- D-7.03 Employee will receive an alternative scheduled day off with pay adjacent to a weekend, within 12 months, if required to work on a Friday Holiday.
- D-7.04 Subject to business needs and upon the employee's request, an Alternative Day under paragraph D-7.02 or D-7.03 may be scheduled for a day, other than a Saturday or Sunday, that is not adjacent to a weekend.

**D-7.10 SCHEDULING HOLIDAYS**

- D-7.11 On each holiday that falls on a day other than Saturday, the schedule of each full-time employee shall be arranged to include a normal tour on the holiday.
- D-7.12 When a holiday falls on Saturday, only those full-time employees who would ordinarily work if it were not a holiday shall be assigned a normal tour on the holiday. For all other full-time employees, the holiday shall be observed on the preceding Friday.

**D-7.20 PAYMENT FOR HOLIDAYS**

- D-7.21 An employee shall be paid at his regular wage rate for the normal tour he is not required to work on a holiday, subject to the provisions of paragraphs D-7.23, D-7.24 and D-7.25.
- D-7.22 When an employee works on the following holidays, New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas, he shall receive pay at his regular wage rate for his full normal tour on the holiday. In addition, the following practices are applicable:
- (a) Payment shall be at one and one-half (1 1/2) times the regular wage rate for the hours worked during the normal tour, subject to the provisions of paragraphs D-9.01 (a) or D-11.02, and at two and one-half (2 1/2) times the regular wage rate for special tour hours worked.
  - (b) The minimum work tour which shall be paid for hours worked on a holiday shall be two (2) clock hours. Pay treatment shall be determined under provision D-7.22(a).
- D-7.23 An employee who is scheduled to work on a holiday, but is absent without consent and would not be paid through other provisions of these working conditions, shall receive no pay for the holiday.
- D-7.24 An employee who is absent from duty during his normal tours both preceding and following a holiday, shall not be paid for the holiday unless he works on that day or his absence during one (1) of these normal tours is excused.

D-7.25 A scheduled holiday falling within a period of sickness absence shall be treated as sickness when benefits are payable for the holiday under the Sickness and Accident Disability Benefit Plan. When no benefits are payable under the Sickness and Accident Disability Benefit Plan the holiday falling within a period of sickness shall be treated as a holiday, subject to the provisions of paragraph D-7.24.

#### **D-7.30 PAYMENT FOR HOLIDAY EVES**

D-7.31 The following dates, subject to the provisions of paragraphs D-7.03 and D-7.12, are designated as holiday eves for the purpose of this Section:  
Christmas Eve, December 24th and New Year's Eve, December 31st.

D-7.32 An employee shall be paid two (2) times the regular wage rate for all hours worked within the clock period of: (1) 7:00 P.M. on the designated Christmas Eve to 7:00 A.M. on the following day and (2) 7:00 P.M. on the designated New Year's Eve until 7:00 A.M. the following day.

### **PART D-8 – PAID TIME OFF**

#### **D-8.00 PAID TIME OFF**

D-8.01 PTO is accrued on a monthly basis. The PTO accrual rate is based upon the employee's length of service.

<b>Length of Service</b>	<b>Monthly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Maximum Negative Balance</b>
<b>0 months through .99 year</b>	10.00 hours	up to 120 hours (prorated for completed months)	- 40 hours
<b>1 year through 6.99 years</b>	10.00 hours	120 hours	- 80 hours
<b>7 years through 14.99 years</b>	13.34 hours	160 hours	-80 hours
<b>15 -29.99 years</b>	16.67 hours	200 hours	-80 hours
<b>30 + years</b>	20 hours	240 hours	-80 hours

\* Accruals begin on the first day of employment

\*\*Note: Under no circumstances shall an employee's use of PTO during a calendar year exceed the amount of PTO he or she will accrue during the calendar year based on length of service. At no time during a calendar year shall an employee have a negative PTO balance that cannot be offset, in full, by the amount of PTO the employee will accrue by December 31<sup>st</sup> of that year.

- D-8.02 An employee who is eligible for three (3) weeks of PTO may choose to be paid in lieu of up to 40 hours of PTO. An employee who is eligible for four (4) or five (5) weeks of PTO may choose to be paid in lieu of up to 80 hours of PTO. An employee who is eligible for (6) weeks of PTO may choose to be paid in lieu of up to 120 hours of PTO. Pay in lieu of PTO shall be at the employee's basic wage rate in effect at the time the employee requests pay in lieu of PTO. An employee may be paid in lieu of PTO at any time during the current calendar year. An employee who chooses pay in lieu of PTO must notify the Company at least two (2) weeks in advance and no later than December 10<sup>th</sup> of the current year.

The year in which an employee retires, the employee may choose to be paid in lieu of all full weeks of PTO to which he is entitled, provided the employee requests to be paid in lieu of this PTO at the time the employee submits his retirement notification, and he is retirement eligible. This payment in lieu of PTO will be made on or near the payroll cycle following the employee's pension effective date.

#### **D-8.10 PAYMENT FOR VACATION / PAID TIME OFF**

- D-8.11 An employee shall be paid at his regular wage rate for the allowed time of his vacation or PTO which shall be equivalent to his normal tours which would otherwise be scheduled.
- D-8.12 An employee who is laid off because of lack of work, resigns except while on leave of absence, is dismissed for reasons other than misconduct, is granted a personal leave of absence beyond thirty (30) calendar days, or is retired without a pension, shall receive payment in lieu of the vacation or PTO to which he is entitled but has not taken in the current calendar year. An employee who resigns is expected to give at least two (2) weeks' notice in advance of his last work tour.

#### **D-8.30 SCHEDULING TIME OFF**

- D-8.31 "Time off" includes vacation time, paid time off (PTO), excused work days, personal holidays, and days in lieu of holidays which occur during a scheduled vacation or PTO week.
- D-8.32 "Reserve time" is time off other than scheduled full weeks of vacation or paid time off. Reserve time is to be selected on the second selection priority canvass in accordance with seniority. The period for which the "reserve time" may be scheduled and taken shall extend through December 31 of the year of time off eligibility. If an employee is entitled to schedule eighty (80) hours or more of PTO at least forty (40) hours of PTO must be selected during the second selection priority.
- D-8.33 Service requirements are the primary considerations when scheduling time off for any group of employees. Insofar as these requirements permit, employees may choose their time off in accordance with their net credited service within their administrative work groups or other appropriate group as determined by management. Where necessary, the Company may make changes in vacations or paid time off already assigned. It is the intent of the parties that employees' selections will be granted to the extent practicable, consistent with force requirements and the needs of the business.

- D-8.34 Prior to the beginning of the calendar year, management will canvass the work group to allow employees to select vacation or paid time off weeks from the available dates. Only full weeks of vacation or paid time off are included in the first selection priority. (Vacations or paid time off of less than a full calendar week and split weeks are included in the second selection priority.) After all employees in the work group have been scheduled for full vacation or paid time off weeks, management will canvass the work group to select other reserve time for which they are eligible.
- D-8.35 A PTO week shall normally be a calendar week, Sunday through Saturday. An employee may, at his/her request and with management approval, begin PTO on a day other than Sunday. In addition, an employee may split one (1) or two (2) full PTO weeks into increments of fifteen (15) minutes or more, provided service and force conditions permit.
- D-8.36 Subject to the needs of the business and force requirements of the work group, time off scheduled under paragraph D-8.32 above may be rescheduled by an employee on the basis of the earliest request to the employee's immediate supervisor.
- D-8.37 A full vacation or PTO week may be extended or rescheduled in the event of unforeseen personal illness or death in the immediate family. In order to reschedule a full vacation or PTO week, notice shall be given by midnight of the last day prior to the scheduled vacation or PTO week.
- Employees who reschedule a full vacation or PTO week under this paragraph must choose from the remaining available vacation or PTO weeks subject to the needs of the business.
- D-8.38 Changes in vacation/ PTO schedules, including the exchanging of vacation / PTO periods by two (2) employees, shall require the approval of the supervisor.
- D-8.40 The last week of the year, defined as commencing with the last Sunday of the year, may be selected as a full week of vacation/ PTO and charged against the employee's vacation/ PTO eligibility for the year in which the vacation/ PTO week begins. In addition, days may be selected in increments of one day or more and charged against "reserve time."

#### **PART D-9 -- ABSENCE DUE TO PERSONAL SICKNESS AND QUARANTINE**

##### **D-9.00 PAYMENT FOR LOST TIME DUE TO PERSONAL SICKNESS**

D-9.01 Time lost during the normal tours falling within the first (7) seven calendar days of a period of sickness absence, during which the provisions of the Short-Term Disability Policy nor the Accident Disability Plan applies shall be paid at the regular wage rate as follows:

- a) Employees whose net credited service is eight (8) years or more shall be paid for time lost because of personal sickness up to a maximum of ten (10) full days per calendar year. Employees Meeting this service criteria will be eligible to be paid in lieu of any unused personal sickness time, up to a maximum of

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48 hours provided that this 48 hours will be reduced by all personal sickness time used by the employee. Any pay-in-lieu of unused personal sickness time will be in the form of a lump sum payment paid at the equivalent of the employee's regular wage rate after the conclusion of the applicable calendar year. Example: if employee uses 16 hours of personal sickness time during the calendar year, employee will receive pay-in-lieu of 32 hour of personal sickness time (48 hours – 16 hours) after the conclusion of the calendar year.

- b) Employees whose net credited service is five (5) years but less than eight (8) shall be paid for time lost because of personal sickness up to a maximum of seven (7) full days per calendar year. Employees Meeting this service criteria will be eligible to be paid in lieu of any unused personal sickness time, up to a maximum of 40 hours provided that this 40 hours will be reduced by all personal sickness time used by the employee. Any pay-in-lieu of unused personal sickness time will be in the form of a lump sum payment paid at the equivalent of the employee's regular wage rate after the conclusion of the applicable calendar year. Example: if employee uses 16 hours of personal sickness time during the calendar year, employee will receive pay-in-lieu of 24 hour of personal sickness time (40 hours – 16 hours) after the conclusion of the calendar year.
- c) Employees whose net credited service is two (2) years but less than five (5) shall be paid for time lost because of personal sickness up to a maximum of five (5) full days per calendar year. Employees Meeting this service criteria will be eligible to be paid in lieu of any unused personal sickness time, up to a maximum of 32 hours provided that this 32 hours will be reduced by all personal sickness time used by the employee. Any pay-in-lieu of unused personal sickness time will be in the form of a lump sum payment paid at the equivalent of the employee's regular wage rate after the conclusion of the applicable calendar year. Example: if employee uses 16 hours of personal sickness time during the calendar year, employee will receive pay-in-lieu of 16 hour of personal sickness time (32 hours – 16 hours) after the conclusion of the calendar year.
- d) Employees whose net credited service is one (1) but less than two (2) years shall be paid for time lost because of personal sickness up to a maximum of four (4) full days per calendar year. Employees Meeting this service criteria will be eligible to be paid in lieu of any unused personal sickness time, up to a maximum of 24 hours provided that this 24 hours will be reduced by all personal sickness time used by the employee. Any pay-in-lieu of unused personal sickness time will be in the form of a lump sum payment paid at the equivalent of the employee's regular wage rate after the conclusion of the applicable calendar year. Example: if employee uses 16 hours of personal sickness time during the calendar year, employee will receive pay-in-lieu of 8 hour of personal sickness time (24 hours – 16 hours) after the conclusion of the calendar year.



- D-9.02 Employees who are obliged to leave the job during their normal tour because of personal sickness may allocate up to sixteen (16) hours of paid time provide for in paragraph I, in fifteen (15) minute increments or more.
- D-9.03 Substitution of accrued PTO for absence due to personal illness shall be allowed once the paid time in paragraph I is exhausted.
- D-9.10 PAYMENT FOR LOST TIME DUE TO QUARANTINE**
- D-9.11 Absence due to quarantine shall be subject to the parameters outlined in the Quarantine Letter Agreement. This does not apply to personal sickness.

### **PART D-11 -- OTHER EXCUSED ABSENCE**

#### **D-11.00 SERIOUS ILLNESS OR DEATH OF OTHERS THAN EMPLOYEES**

- D-11.01 An employee who is required to be absent for all or a part of his/her normal tour because of serious illness of an immediate family member (as defined in A-1.01 (j)) or a family member (as defined in A-1.01 (g)) shall, upon the approval of the Company, be paid at his/her regular wage rate for up to one normal tour absence. A serious illness for purposes of this provision is an illness or injury which is sudden and deemed to be potentially life threatening. It shall not include non-life threatening illnesses or injuries or normal childhood illnesses.
- D-11.02 An employee who is absent because of death in his immediate family (wife, husband, son, daughter, mother, and father) shall be paid at the regular wage rate for up to 40 hours starting on the next normal tour following the death.
- D-11.03 An employee who is absent because of the death of a family member (brother, sister, step-child and any other relative living in the employee's household) shall be paid at the regular wage rate for the necessary normal tour absence falling within five (5) consecutive days from the date of death. In the event the employee does not work any part of his normal tour on the day of the death he shall be paid for his normal tour on that day, and it shall be considered one of the five (5) consecutive days mentioned above.
- D-11.04 An employee who is absent because of the death of an additional family member (mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchildren) shall be paid at the regular wage rate for one (1) normal tour to attend the funeral within 100 miles of downtown Cincinnati and two (2) normal tours for a funeral 100 miles or more from downtown Cincinnati. For purposes of this provision, a funeral shall include any commemorative or religious service, visitation or burial ceremony.
- D-11.05 When an employee, for personal reasons, is expected to attend the funeral of a person not covered under paragraphs D-11.02, D-11.03, or D-11.04, the employee

shall, upon the approval of the supervisor, be granted EXN time or PTO for the time he/she is absent from a scheduled normal tour to attend the funeral.

- D-11.06 When, in the judgment of management, unusual circumstances exist, the employee may be paid under the provisions of paragraph D-11.03.

**D-11.10 OTHER EXCUSED ABSENCE WITH PAY**

- D-11.11 An employee shall be paid at the regular wage rate for the time of absence during normal tours because of:

(a) Jury Duty

An employee shall not be scheduled for a night normal tour or a normal tour ending later than 5:00 P.M. while on jury duty.

(b) Witness Service

This applies to an appearance in court as a witness, except that it shall not apply to an appearance brought about by the initiative, fault, or personal interest on the part of the employee.

(c) Constituted Authorities

This applies to an appearance before a lawfully constituted authority, except that it shall not apply to an appearance brought about by the initiative, fault, or personal interest on the part of the employee.

(d) Joint Conference Between Union and Company Representatives

This includes attendance of an employee personally involved in a matter under joint conference consideration.

**D-11.20 EXCUSED TIME**

- D-11.21 One or more absences for unpaid Union Work as described in Article VIII that occur during the employee's normal work week will be credited toward the employee's eligibility for overtime pay for that week, provided that the total number of hours for such absences does not exceed the total number of hours in two normal tours of the employee. No period of absence for Union Work in excess of the total number of hours in the employee's normal tour shall be credited for overtime pay eligibility. All absences for Joint Conferences, as described in Article IV, that occur during the employee's normal work week will be credited toward the employee's eligibility for overtime pay.

- D-11.22 Excused work time may be granted without pay upon approval of the employee's supervisor.

**PART D-12 -- FORCE CHANGES**

**D-12.00 FORCE SURPLUS**

- D-12.01 Whenever in the judgment of the Company there exists a need for a program of force adjustment, including part-timing and/or force adjustment downgrades, affecting regular

employees in any work group or groups, the Company agrees to give the Union thirty (30) days written notice of its intention and to afford the Union this period of time to be heard thereon. The notice to the Union of the Company's intention to adopt a program of force adjustment shall remain in force for a period of six (6) months beginning on the date of the notice to the Union.

- D-12.02 Those employees affected by a program of force adjustment downgrades shall be given thirty (30) days notice, which notice may be given not earlier than eight (8) days after the original notice to the Union.
- D-12.03 Those employees affected by part-timing will be notified as soon as possible but in no instance later than modified work schedules can be posted.
- D-12.04 Employees subject to force adjustment downgrades will be moved by least net credited service to previously held jobs or to jobs where minimal training is required.
- D-12.05 A process will be provided which will enable employees affected by the provisions of paragraph D-12.04 to be restored to their former or equivalent jobs for which they are qualified, as openings occur.
- D-12.06 Refer to paragraph D-12.40 for pay treatment of employees subject to force adjustment downgrades.

#### **D-12.10 TECHNOLOGICAL DISPLACEMENT**

- D-12.11 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; and
- who is not eligible for a service pension may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring change in residence and shall be paid a termination allowance. 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 allowance.

- D-12.12 Refer to paragraph D-12.40 for pay treatment of employees subject to technological downgrades.

#### **D-12.20 TERMINATION ALLOWANCE**

- D-12.21 A regular employee who is laid off because of lack of work or resigns as an alternative to force adjustment downgrade as provided in paragraph D-12.10 shall be given a termination allowance based on the employee's basic wage rate at the time of separation, as follows:

<u>Term of Employment</u>		<u>Amount of Payment by Weeks</u>
Less than 6 months		2
<b>More than:</b>	<b>Including:</b>	
6mos. -	1yr. 6mos.	4
1yr. 6mos.-	2yrs. 6mos.	4
2yrs. 6mos.-	3yrs. 6mos.	6
3yrs. 6mos.-	4yrs. 6mos.	8
4yrs. 6mos.-	5yrs. 6mos.	10
5yrs. 6mos.-	6yrs. 6mos.	12
6yrs. 6mos.-	7yrs. 6mos.	14
7yrs. 6mos.-	8yrs. 6mos.	16
8yrs. 6mos.-	9yrs. 6mos.	18
9yrs. 6mos.-	10yrs. 6mos.	20
10yrs. 6mos.-	11yrs. 6mos.	22
11yrs. 6mos.-	12yrs. 6mos.	24
12yrs. 6mos.-	13yrs. 6mos.	26
13yrs. 6mos.-	14yrs. 6mos.	28
14yrs. 6mos.-	15yrs. 6mos.	32
15yrs. 6mos.-	16yrs. 6mos.	36
16yrs. 6mos.-	17yrs. 6mos.	40
17yrs. 6mos.-	18yrs. 6mos.	44
18yrs. 6mos.-	19yrs. 6mos.	48
19yrs. 6mos.-	or greater	52

- D-12.22 When the employee's net credited service exceeds a whole number of years, the excess shall not be counted unless it exceeds six (6) months, in which case it shall be counted as a full year.
- D-12.23 The termination allowance shall be in addition to those amounts actually earned by the employee including any payment for vacation or PTO to which the employee is entitled at the time of separation.
- D-12.24 If a former employee who has received a termination allowance is reengaged and the number of weeks since the date of separation is less than the number of weeks upon which his termination allowance was based (less vacation or PTO if any), the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company and shall be repaid through payroll deductions at the rate of ten percent (10%) of his basic wage rate each week until the amount is fully paid.
- D-12.25 When a former employee who has received a termination allowance is reengaged as a regular employee, such employee shall be entitled to a termination allowance for a

subsequent separation from the force based in each case on the period of completed service between the dates of the employee's most recent engagement and separation as follows:

- (a) Service less than one (1) year -- that portion of a previous termination allowance which was repaid to the Company as provided in paragraph D-12.24.
- (b) Service of one (1) year or more -- termination allowance as prescribed in paragraph D-12.21 plus that portion of a previous termination allowance which was repaid to the Company as provided in paragraph D-12.24.

#### **D-12.30 SUPPLEMENTAL INCOME PROTECTION PROGRAM**

D-12.31 See Appendix "F."

#### **D-12.40 PAY TREATMENT FOR DOWNGRADED EMPLOYEES**

D-12.41 An employee downgraded as the result of force surplus, changes in job content or technological change will have his/her pay red circled thirty (30) days after the Union receives written notice from the Company announcing the downgrade. Red circled, as defined here, means that the employee's basic wage rate will not decrease; nor will it increase until the basic wage rate for the job to which he/she was downgraded exceeds his/her basic wage rate at the time of the downgrade.

### **PART D-13 – SENIORITY**

#### **D-13.00 APPLICATION OF SENIORITY**

D-13.01 Seniority has application in the following:

- 1.) Seniority has application in the following:
  - a. Transfers other than a promotion or demotion;
  - b. Promotions;
  - c. Demotions;
  - d. Training;
  - e. Scheduling vacations or PTO;
  - f. Selecting normal tours;
  - g. Layoffs and recalls;
  - h. Scheduling personal holidays;
  - i. Employee choice of excused work days;
  - j. Length of vacation or PTO;
  - k. Payment for lost time due to personal illness.

D-13.02

- 1.) The Company will assign training opportunities taking into consideration the need for management flexibility and recognizing, whenever possible, the seniority rights of bargaining unit employees. The Company will, in making this assessment, consider:

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- a. Geographic concerns;
  - b. Tour coverage;
  - c. Prerequisite training;
  - d. Customer relationships;
  - e. Employee interest;
  - f. Employee availability;
  - g. Performance appraisals;
  - h. Relevant work experience;
  - i. Demonstrated aptitude.
- 2.) When seniority cannot be used in assigning training opportunities using the criteria established in D-13.02(1), the employee(s) not trained will be notified and provided the reason(s) when less senior employee(s) are selected for the training opportunities.

TIER 2  
**WAGE INCREASES**

3% increase in first pay period following ratification  
3% increase in May 2019  
3% increase in May 2019

**APPENDIX "E" REFERRED TO IN ARTICLE I  
OF THE ARTICLES OF AGREEMENT,  
EFFECTIVE May 13, 2018**

**JOB TITLES**

<b><u>JOB TITLES</u></b>	<b><u>WAGE SCHEDULES</u></b>
Access Video NOC Technician	TE3
Administrative Clerk 7	CL3
Administrative Clerk 7 - 911	CL3
Administrative Clerk-5	CL2
ADSL/HI - CAPS Service Order Clerk	CL1
Adv Radio & TV – Central Office Operations	TE2
Business FiOptics Senior Technician	TE2
Carrier CLEC Services Rep	CC2
Carrier Services Rep	CC2
Communications Technician	TE1
Communications Technician - LD/SLC/DLC/DAT	TE1
Conduit Group Clerk	CL1
CORE Ops Assistant	TE6
CORE Ops Technician	TE3
Customer Service Field Technician	TE4
Data Support Clerk	CL1
DCS/SONET/Installation Technician	TE4
Dispatch Avoidance Agent	CL3
Dispatch Support Clerk	CL1
Evolve Network Technician	TE2
Exec Care Agent	CC2
Facilities Clerk	CL2
Fiber/ADSL LAC Clerk	CL1
Fiber/POTS Held Service Order Clerk	CL1
Field Network Technician	TE4
Field Support Clerk	CL3
Head End Sr. Technician	TE2
Head End Technician	TE4
Information Associate	CC4
Installation Field Technician	TE2
IT Services Rep	CC2
LAC Clerk	CL1
LAN & Data Technician – Central Office Operations	TE2
Motor Vehicle Clerk	CL3
Network Service Rep	CL4
Network Support Technician - Repair	TE4
NOC Network Surveillance Data Technician	TE3
NOC Switching & Transport Surveillance Technician	TE3
Operator	CC4
OSP Cable/Pole Drafting Clerk	CL1
OSP Cable/Pole Records Clerk	CL1
OSP Field Clerk	CL1
Premise Technician	TE5
Repair Field Technician	TE2



## TIER 2

Sales Consultant	CC3
Sales Consultant Aggregators	CC3
Sales Consultant ETOST	CC3
Sales Representative FiOptics	CC4
Senior Support Clerk	CL2
Senior Sales Representative FiOptics	CC2
Senior Service Rep	CC2
SLC/DLC Optical Network Technician	TE2
SLC/DLC Technician -Central Office Operations	TE2
Sonet Maintenance Technician	TE5
Special SVC T1/Cooper Maintenance Install/Repair Tech	TE2
Specialized Services Clerk	CL2
Splicer	TE2
Street Guide/CMC Clerk	CL2
Systems Technician	TE2
Technical Clerk 3	CL1
Technical Clerk 3 - Advanced Data Services	CL1
Technical Clerk 3 - Call Center Ops	CL1
Technical Clerk 3 - Circuit Design	CL1
Technical Clerk 5 - Common Language	CL2
Telecom Technician	TE3
Translations Tech	TE3
Universal IPTV Tech	TE3

**APPENDIX “F” REFERRED TO IN PARAGRAPHS A-1.01  
AND D-12.30 OF WORKING CONDITIONS,  
EFFECTIVE MAY 13, 2018**

**QUARANTINE AGREEMENT**

May 9, 2017

Mr. Mike Handley, CWA Rep.  
Communications Workers of America  
20525 Center Ridge Rd., Room 700  
Cleveland, Ohio 44116

Dear Mr. Handley:

In the event of an incident or circumstance that is determined by management to warrant removal of an employee from the workplace for safety or health<sup>1</sup> reasons or to avoid or address insects (e.g. bedbugs, lice, fleas) prone to infestation (“offending insects/pests”) or other condition(s), the following measures shall apply unless otherwise directed, in writing, by Human Resources after consultation with Health Services Safety, Real Estate Management and/or Legal:

1. You will be required to leave the premises and to avoid all Cincinnati Bell and Cincinnati Bell customer premises until you are authorized by Human Resources to return. In most cases, the notice to leave the premises will be given to you by a HR Manager. If you are unable (e.g. because you are off-site, traveling or in a vendor or customer meeting) to leave the premises immediately, advise the HR Manager of the circumstances and follow his or her instructions.
2. Where feasible and appropriate, you will be directed to work from home. Otherwise, your supervisor or HR Manager will instruct you regarding proper time coding. If it is not feasible and appropriate for you to work from home, you will be eligible to receive pay for the time away from work for up to five consecutive workdays per calendar year without consequence under any applicable attendance control policy/rules. Non-working periods in excess of 5 days are unpaid and subject to applicable attendance control policy/rules unless otherwise directed by Human Resources.
3. If you drive a Company vehicle, you will be required to remove your belongings from the vehicle and leave it at a Cincinnati Bell location designated by your supervisor. The Company will arrange for the vehicle to be inspected and if necessary, treated by a pest control professional or sanitized/disinfected.

4. In the event your removal from the workplace is occasioned by concerns relating to offending insects/pests, you will be required to have your home thoroughly inspected by a reputable, professional pest control company (e.g. Orkin, Scherzinger, Terminix) as soon as possible. Unless otherwise advised by Human Resources, such inspection will be at your expense. Any required treatment/extermination services will be at your expense.
  - a. If the inspection report indicates that no offending insects/pests were detected in your home (a "Clean Inspection Report") forward a copy of the inspection report to the appropriate HR Manager immediately.
  - b. If offending insects/pests are detected through the inspection, you must have your home treated by the pest control professional as necessary (which may involve multiple treatments occurring at specified intervals as recommended by the pest control professional) to ensure eradication. You must have follow-up treatments and inspection(s) by the pest control professional until the offending insects/pests are no longer present. In other words, this treatment and follow-up inspection cycle must be repeated until no offending insects are detected and you receive a Clean Inspection Report.
5. If your removal from the workplace is occasioned by safety, health or concerns other than offending insects/pests, you will be required to follow all instructions provided by the Company, which may include directives to comply with instructions from a specific expert/professional or public authority. In this regard, the Company will conduct appropriate research and/or obtain expert, professional advice as needed to address the concern and protect its employees. You may not return to work at any Cincinnati Bell location or customer premise until you have been notified of a return-to-work date from your HR Manager.
6. In the case of offending insects/pests, you may not return to work at any Cincinnati Bell or Cincinnati Bell customer premise until you have provided a Clean Inspection Report, to the appropriate HR Manager and have been notified of your return to work date. In all other cases, you may not return to work until you have (i) complied with all instructions from Human Resources and any appropriate public authority, health care professional or such other expert/official approved by Human Resources to provide such instruction and (ii) have been notified of your return to work date by the appropriate HR Manager.

Very truly yours,

**Sarah Simpson**

**Agreed on behalf of**  
Communications Workers of America:

**Mike Handley**  
CWA Rep.

**Dated: 5/9/17**

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**COMMON INTEREST FORUM AGREEMENT**

May 13, 2018

Mr. Mike Handley, CWA Rep.  
Communications Workers of America  
20525 Center Ridge Rd., Room 700  
Cleveland, Ohio 44116

Dear Mr. Handley:

The Company and Union have established a relationship characterized by mutual trust and respect. The Common Interest Forum serves to enhance the capability of the Company and Union to work together on joint interests and goals.

The Company and Union therefore agree:

- \* The Company must continue to be viable, competitive and profitable in order to continue to provide income and employment security for its employees.
- \* To be successful, the Company must meet its financial, customer service and Business Plan objectives.
- \* To work together to achieve mutual goals within the Common Interest Forum in a way that demonstrates integrity, credibility and concern for employees and the Company.

Recognizing that rapid changes are occurring and will continue to occur in the telecommunications business, the Company and Union express their intent that a forum of common interest exist for the following purposes:

- \* To provide a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
- \* To discuss and review innovative approaches to enhance the competitiveness of all segments of the Company and improve employment security;
- \* To communicate technological and operational changes, determine impact and recommend solutions;
- \* To examine the major factors influencing healthcare costs and trends, and, as appropriate, recommend cost containment measures;
- \* To promote better understanding and acceptance of the principles of health, financial responsibility, wellness, and safety concerns; and

- \* To examine and address issues including quality of work life and quality of work/life balance.

Equal numbers of key union and management persons shall constitute the forum when possible. Meetings shall be convened at mutually agreeable places and times but no less often than once per quarter. The members of the forum shall determine its composition, structure, agenda, and operations which may include the formation of committees to address the above-mentioned issues.

The members of the forum shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well informed decisions regarding matters of common interest. It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and other existing joint union-management committees.

Very truly yours,

Sarah Simpson

Agreed on behalf of  
Communications Workers of America:

Mike Handley  
CWA Rep.

Dated: 5/13/2018

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**EMPLOYMENT SECURITY LETTER AGREEMENT**

August 10, 2014

Mr. Ron Gay, CWA Rep.  
Communications Workers of America  
19176 Hall Rd. Suite 230  
Clinton Township, MI 48038

Dear Mr. Gay:

The Company recognizes that a talented and dedicated work force is one of its most important resources and as such is vital to the ongoing efforts of the corporation to remain competitive. The Company is aware that it is in its best interests to use business practices which place an emphasis on the effective and proper utilization of all its human resources.

In an effort to meet this responsibility, the Company has in the past always strived to maintain a secure and stable employment policy in the face of major changes in the economy and our industry structure. To date, these efforts at preserving employment security have been quite successful and of this, the Company is very proud. However, the Company is aware that the Union and many employees are still concerned about future employment security at Cincinnati Bell Telephone.

While it is not possible for the Company to make specific guarantees on employment security, it can agree that prior to the implementation of a force adjustment program, involving downgrades or layoffs in any job classification or title, the Company will make every administrative effort to alleviate the force surplus to avoid the need for the force adjustment program. As part of that effort, the Company will consider where practicable and economical, the following measures among others:

- recalling contracted work which could be performed by surplus employees;
- offering part-time hours to interested employees in those areas where that is feasible;
- offering voluntary excused time without pay;
- liberalizing corporate leave of absence policy;
- handling surplus conditions, where possible, through attrition;
- reducing, where possible, overtime costs;
- implementing the Supplemental Income Protection Program.

If administrative efforts fail to alleviate the need for a program of force adjustment layoffs which affect regular employees in any work group or groups, the Company agrees to give the Union sixty (60) days written notice of its intention and to afford the Union this period of time to be heard thereon. The notice to the Union of the Company's intention to adopt a program of force adjustment layoffs shall remain in force for a period of six (6) months beginning on the date of the notice to the Union. Employees in those affected work groups will be identified as a candidate for lay-off in inverse seniority order. The Company agrees to lay-off temporary, Job Bank and occasional

employees in inverse order of seniority before laying-off either regular full-time or regular part-time employees. Temporary, Job Bank and occasional employees shall have no recall rights.

Employees subject to layoffs in those affected work groups may choose to exercise force adjustment rights as provided for under this letter agreement or, accept a layoff and receive the benefits provided for under this letter agreement. The force adjustment rights are as follows:

- (a) An Employee subject to layoff, regardless of tier or wage schedule, may choose to displace the least senior employee in a position that is within the same department at the same or lower level, for which the senior employee is basically qualified. No displaced employee may displace a less senior employee.
- (b) Employees who are downgraded as a result of exercising rights to displace less senior employee pursuant to subparagraph (a) shall not be entitled to pay treatment for downgraded employees pursuant to D-12.40.
- (c) Once the process in subparagraph (a) has been completed, remaining employees subject to lay-off who have not met the requisite force adjustment criteria established in subparagraph (a) shall be laid off in inverse seniority order and shall retain no additional force adjustment rights under this letter agreement.

Employees who are laid off may choose to take their termination allowance under the contract in a lump sum as provided for in paragraph D-12.21. Any employee who chooses such a lump sum option will be separated from the payroll and shall retain no recall rights.

In addition to the lump sum termination allowance set forth in paragraph D-12.21, an employee who elects to leave the service of the Company will be eligible for reimbursement from the Company for actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed \$500 for each year of net credited service (prorated for any partial year of service) to a maximum of \$2,500. Any such expense for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

An employee who is laid off may choose to elect to receive their termination allowance in weekly income continuity payments which shall be payable for the number of weeks to which they are entitled, based on their net credited service, under paragraph D-12.21. Such payments shall continue until the payment eligibility is exhausted or until the employee is recalled. Upon recall, any remaining income continuity payments shall cease. Employees who choose this payment option shall remain on a corporate recall list for a period not to exceed two (2) years. Employees who are awaiting recall and receiving weekly income continuity payments shall continue to accrue seniority and net credited service, one (1) week for each week of termination allowance paid.

Employees on the recall list shall be considered for recall to available positions on a seniority basis. That is, the most senior person on the list will be recalled first into a position for which they are qualified. Employees who are eligible to be recalled for an available position will be contacted in seniority order, by the Company by telephone and by registered letter sent to their home address. Employees awaiting recall are responsible for making sure the Company has their correct address.



Any employee who refuses an offered position on recall which is equal in status and pay to the job from which he/she was laid off will be deemed to have quit his/her employment with the Company and any remaining termination allowance shall be forfeited.

An employee awaiting recall, who worked as a regular full-time employee at the time of his/her layoff who refuses a recall to a temporary position shall not lose further recall rights nor forfeit any weekly income continuity payments.

The Company further agrees that in filling all job requisitions the active recall list shall be canvassed for qualified employees to recall prior to hiring new employees or promoting employees on the active payroll who are not awaiting recall.

An employee awaiting recall and receiving weekly continuity payments may refuse a recall offer to a position at a lower pay level than the position from which he/she was laid off and continue to receive weekly income continuity payments. After those payments are exhausted, any employee who refuses a recall offer at any pay level shall be deemed to have quit his or her employment with the Company. No additional recall offers will subsequently be made to such employee.

Very truly yours,

Sarah Simpson

Agreed on behalf of  
Communications Workers of America:

Ron Gay  
CWA Rep.

Dated: 8/10/14

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**HEALTH AND WELLNESS SHARED RESPONSIBILITY LETTER AGREEMENT**

August 10, 2014

Mr. Ron Gay, CWA Rep.  
Communications Workers of America  
19176 Hall Rd. Suite 230  
Clinton Township, MI 48038

Dear Mr. Gay:

The Company and the Union acknowledge and agree that initiatives to improve health and wellness benefit employees and limit or avoid increases in health care costs. The parties further acknowledge and agree that it is important to encourage employees to be well-informed consumers of health care services and to participate in health and wellness activities and educational programs. Accordingly, the Company will continue to offer and promote wellness activities and educational opportunities. The union agrees to proactively support and to communicate with employees, through its newsletter and elsewhere, to advocate and encourage employee participation in and cooperation with health and wellness activities, educational opportunities and other initiatives offered by the Company.

Very truly yours,

Sarah Simpson

Agreed on behalf of  
Communications Workers of America:

Ron Gay  
CWA Rep.

Dated: 8/10/14

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TIER 2  
**PART-TIME EMPLOYEES AGREEMENT**

May 12, 2002

Mr. Jeffrey A. Rechenbach, Vice President  
Communications Workers of America  
20525 Center Ridge Road, Room 700  
Cleveland, Ohio 44116

Dear Mr. Rechenbach:

This memorandum will confirm the understanding reached in collective bargaining regarding the subject of part-time employees and supersedes all previous memoranda and/or instructions on that subject.

**1. Definition of Part-Time Employees**

A part-time employee is one who is employed and is normally scheduled to work less average hours per week than a comparable full-time employee in the same job title, classification and work group, working the same normal daily tour.

**2. Classification of Equivalent Workweek (EWW)**

All part-time employees shall have a part-time equivalent workweek.

All new hires and regular full time employees reclassified to part-time will be assigned a part-time equivalent workweek based upon what the department views as their scheduling. The assignment of an EWW to an employee does not preclude working the employee less or more hours as the needs of the business may dictate.

The Employee Records Center (ERC) shall announce each October the EWW based on the average hours scheduled/worked for the preceding (12) 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.

**EWW** will be used to compute payments to that employee for sickness disability and accident disability benefits under the "Plan for Employees' Pension and Disability Benefits". For part-time employees, the EWW is also used to determine the percent of premium payments to be paid by the employee for coverage under the Medical, Dental and Vision Expense Plan.

**52 week average hours scheduled/worked** – The current 52 week average will be used to calculate payment for vacation, personal holiday and excused work days.

Disability payments will be based upon either the 52-week average hour's scheduled/worked or EWW whichever is higher.

**“Part-time equivalent work week”** will be determined 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. Net Credited Service

In determining net credited service of a part-time employee or for a part-time employee who becomes a full-time employee, credit for 1/5 of a week should be given for each day on which the employee was scheduled a normal tour, regardless of the number of hours scheduled on that day. However, no more than 1 calendar week of credit can be granted for time scheduled in a given week.

#### **Example:**

- Determination of the total number of days on which normal tours were scheduled (count a maximum of five tours per week): 75
- Conversion of scheduled days to calendar days  
 $7 \text{ calendar days} / 5 \text{ scheduled days} = 1.4$
- Calendar days of credit calculated by multiplying total number of scheduled normal tours (75) by factor of 1.4 = 105

Current NCS Date Example: 08/01/80

- Count off 105 days back from 08/01/80. The result will be a revised net credited service date.

Example: 04/18/80

Net Credit Service for part-time employees will be re-adjusted by the Employee Record Center (ERC) for the purposes of time off under the Sickness Accident Disability Benefit Plan (SADBP).

**Note:** A part-time employee’s net credited service date must be predetermined each time such date is required for benefit purposes as it continually changes. Only the Employee’s Benefit Committee establishes official net credited service dates. Unofficial net credited service dates are updated weekly and shown on the part-time Data Report. These dates should be used in the selection of vacations, personal holiday, termination allowance, sickness, disability pay eligibility, seniority, pension or any other benefits for which Net Credited Service is used under the labor agreement.

### 4. Wage Plan Service

The progression intervals for part-time employees shall be at 6-month intervals from "Date of Hire". (Date of Hire is the unadjusted date you were employed by the company)

## **5. Payment for Tours**

### **a. Regular Tour**

Part-time employees whose tours occur in a clock period where the normal tour for a full-time employee is 8 hours should have payment for the time worked or “allowed” based upon the actual hours in the part-time schedule.

### **b. Overtime Tour**

Employees shall be paid for all hours worked outside their normal scheduled hours as special tour hours only when those hours exceed either 8 hours per day or 40 hours per week.

### **c. Evening and Night Tour Differentials and Sunday Premiums**

Evening/Night differential will be paid in accordance with D-5.01.

Sunday premiums will be paid to part-time employees in accordance with D-6.01

### **d. Holiday Eve Premium**

An employee shall be paid 2 times the regular wage rate for all hours worked in accordance with paragraph D-7.32 of the Agreement between the Company and the CWA.

### **e. In-Charge Differential**

Any part-time employee designated to be in-charge should be compensated in accordance with paragraph D-3.21 of the Agreement between the Company and the CWA.

## **6. Vacations**

### **a. Eligibility**

The employee is entitled to the equivalent of 1 week of vacation when the employee has reached six months of service from the “Date of Hire”. When the employee reaches 1 year from the “Date of Hire” he/she is entitled to the equivalent of two weeks’ vacation, and thereafter shall receive vacation based on the number of years that have passed from the “Date of Hire” (instead of “Service Anniversary Date”) in accordance with D-8.01 of the collective bargaining agreement. The “Date of Hire” for part-time employees will be adjusted for the same reasons that NCS is adjusted for full-time employees.

**b. Payment**

The immediate supervisor uses the most current weekly part-time data report to determine the vacation hours to be paid. This information is shown as the Average Hours Scheduled/Worked on the report. When an employee wants vacation days, the average hours shown for the prior 52 weeks should be divided by 5, to determine the daily vacation hours to be paid. (Example: Employee wants two days of vacation – Average Hours Scheduled/Worked = 30.24 / 5 days = 6.048 hours or 6 hours vacation pay per day. Always round to the nearest quarter hour.)

**Note:** If the employee's vacation eligibility is that provided for after completing 6 months and 1 year from "Date of Hire", the averaging shall be for the 6-month period preceding the vacation.

**c. Payment in Lieu**

Payment in lieu of vacation to part-time employees for reasons described in paragraph D-8.12 of the Agreement should be on the basis of net credited service accumulated as shown on the current part-time Data Report.

**d. Coding**

Coding for vacation hours for those employees whose normal scheduled days are less than 5 should be handled as follows: An employee requesting a full week of vacation should be coded vacation five (5) days a week prorated, even though they are normally scheduled less than five (5) days a week.

**7. Holidays****a. Fixed Holidays Eligibility and Payment**

A part-time employee shall not be paid for time not worked on a holiday or for absence due to sickness (not under the Sickness and Accident Disability Benefit Plan) unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work, subject to the provisions of paragraph D-7.24 of the Agreement.

**b. Payment**

When the employee is scheduled to work on the holiday but is excused, payment shall be at the regular wage for the normal tour hours scheduled for that day.

When the employee is required to work on the holiday, payment shall be at the regular wage rate for the normal tour hours scheduled. In addition, payment shall be at the 1-1/2 times the regular wage rate for the hours worked during the normal tour, subject to the provisions of paragraphs D-9.01 (a) or D-11.02 and at 2-1/2 times the regular wage rate for the special tour hours worked.

### c. Personal Holiday Eligibility and Payment

The part-time employee is entitled to select a personal holiday (6) months from “Date of Hire” and in accordance with the provisions of paragraph D-7.13 of the Agreement. Payment for the holiday shall be pro-rated on the relationship of the individual employees’ part-time equivalent workweek to the normal workweek of a comparable full-time employee.

The 52-Week Average Hours Scheduled/Worked information is shown on the weekly part-time data report. The immediate supervisor uses the most current part-time data report to determine the eligibility for pay.

**Example:** 52 Week Average Hours Scheduled / Worked – 28.80 (52 week average hours scheduled/worked) / 5 = 5.76 or 5-3/4 hours of pay for the PHP.

### 8. Excused Work Days

Each part-time employee who has at least six months of service from their “Date of Hire” as of January 1 of the calendar year, shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay, based upon the ratio of any such part-time employees equivalent work week to the normal work week of a comparable full-time employee.

52 Week Average Hours Scheduled/Worked information is shown on the weekly part-time data report. The immediate supervisor uses this average on the most current report to determine the eligibility for pay.

**Example:** 52 Week Average Hours Scheduled/Worked – 28.80 (52 week average hours scheduled/worked) / 5 = 5.76 or 5-3/4 hours of pay for the EWD.

### 9. Benefits – Medical, Dental and Vision Care Plans

#### **Eligibility**

All benefits are figured on a prorated basis, depending upon the EWW classification the part-time employee falls into. The “part-time equivalent work week” classification of each part-time employee shall be reviewed by the Company no less often than every October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked during the preceding twelve (12) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

**For part-time employees the following schedule will apply:**

- a. Employees whose part-time equivalent workweek classification is fifteen (15) hours or less shall be eligible, by enrollment and payment of 100% of the premiums, for such coverage
- b. Employees whose part-time equivalent workweek classification is sixteen (16) through twenty-nine (29) hours shall be eligible, by enrollment and payment of 50% of the premiums, for such coverage.
- c. Employees whose part-time equivalent workweek classification is thirty (30) hours or more shall be eligible for such coverage on the same basis as a regular full-time employee.

**10. Sickness and Disability – Eligibility and Payment**

Employees who leave the job during a normal tour because of personal sickness shall be paid for the remainder of their normal tour in accordance with paragraph D-9.01(a). Other sickness and disability benefits are determined by the employees' net credited service established as of the first full day of sickness and disability, respectively, and are paid on the basis of:

**First 7 Calendar Days**

The schedule in effect at the start of a period of sickness shall govern the payment to an employee. (Eligibility for first 7 calendar days of sickness pay is in accordance with paragraph D-9.01 of the Agreement with the CWA)

**After the First 7 Calendar Days:**

Payment is based on hours worked in the week the absence first occurs, or on the "part-time equivalent workweek" (whichever is higher). (Eligibility for sick pay after the first 7 calendar days is in accordance with the Employees' Benefit Plan.)

**Coding**

Coding for disability hours for those employees whose normal scheduled days are less than 5 should be handled as follows: An employee on disability should be coded five (5) days a week prorated, even though they are normally scheduled less than 5 days a week.

**11. Selection of Tours**

Generally, employees with a part-time classification are hired for specific hours based upon the demands of the business. Seniority will determine selection of tours amongst the part-time work group.



### **Scheduling of Tours**

- a. Part-time tours of 3 hours or less do not have a relief period
- b. Part-time tours of more than 3 hours, up to and including tours of 5 hours in length, must have one 15-minute relief period.
- c. Part-time tours of 6 hours in length should have a paid lunch period consisting of two 15-minute relief periods back-to-back.
- d. Part-time tours of more than 6 hours in length should have a regular lunch period, as well as two 15-minute relief periods.

Very truly yours,

Brian G. Keating

Agreed on behalf of  
Communications Workers of America:

Jeffrey Rechenbach

Dated: 5-12-02

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**Vice President**

**SAFETY LETTER AGREEMENT**

August 10, 2014

Mr. Ron Gay, CWA Rep.  
Communications Workers of America  
19176 Hall Rd. Suite 230  
Clinton Township, MI 48038

Dear Mr. Gay:

Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and Union agree to continue the Safety Advisory Committee. The Committee shall consist of not more than six (6) representatives each from the Company and the Union (to be appointed by the Company and the International Union respectively). This committee shall meet from time to time as required but at least three (3) times per year.

In an ongoing effort to promote safety in the workplace, the Union and the Company agree that when a situation is alleged to exist that could cause a serious/fatal accident or a situation is alleged to exist where exposure to conditions could cause a serious/fatal occupational illness, a joint union-management inspection will take place at the request of either party.

The Company agrees to reimburse employees for the time they spend attending such committee meetings or engaging in joint safety inspections during the employee's scheduled normal tour.

Very truly yours,

Sarah Simpson

Agreed on behalf of  
Communications Workers of America:

Ron Gay  
CWA Rep.

Dated: 8/10/14

**SUPPLEMENTAL INCOME PROTECTION PROGRAM AGREEMENT**

May 9, 1993

Mr. Robert D. Johnson, Vice President  
Communications Workers of America  
20525 Center Ridge Road, Room 400  
Cleveland, Ohio 44116

Dear Mr. Johnson:

This will confirm the understanding reached in collective bargaining regarding the Supplemental Income Protection Program (Program).

1. 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 layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of 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, employees under the normal retirement age as defined in the Cincinnati Bell Pension Plan or its applicable successor Plan, as of the effective date of termination of employment (whether or not eligible for a service pension) in the affected job titles and work locations who have at least twenty (20) years of net credited service and whose age and years of net credited service, in sum, total seventy-five (75) or more as of the effective date of the termination of employment, may elect, in order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection benefits described in paragraph 4 subject to the following conditions:
  - (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Program. Neither such determinations by the Company or any other part of this Program shall be subject to arbitration.
  - (b) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
  - (c) An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) day period.
2. Subject to the limitations in paragraphs 4, 5 and 6 employees who so elect to leave the service of the Company and receive Supplemental Income Protection benefits may receive in

combination with such benefits either (i) a retirement service pension if eligible for such pension or, if not eligible, (ii) a termination allowance, if otherwise entitled, in an amount determined in accordance with basic contract provisions, but not both.

3. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph 1 shall begin within one month after such employee has left the service of the Company to continue until (i) 48 payments have been made; or (ii) the end of the month in which the recipient attains normal retirement age as defined in the Cincinnati Bell Pension Plan, or its applicable successor plan, whichever occurs earlier.
4. For employees who so elect in accordance with paragraph 1, the Company will pay monthly as Supplemental Income Protection payments; (i) eight (\$8.00) dollars for each year of net credited service (including a pro-rated amount for any partial year of net credited service) plus (ii) forty percent (40%) of the final full-time basic weekly or equivalent wage rate for the employee's job title and location adjusted as set forth in paragraph 5 for any periods of part-time service of the employee. In no case, however, shall the monthly payment hereunder exceed in aggregate a total of \$400.00 per month. In addition to the monthly benefits, for an employee who so elects in accordance with paragraph 1, the Company will pay a lump sum payment based on years of net credited service (pro-rated for part-time service as set forth in paragraph 5) as follows:

Less than 25 years	\$2000
25 to 30 years	\$2500
30 years and over	\$3000

Such lump sum payment will be made within sixty (60) days after the employee has left the service of the Company or, at the employee's option, will be made in the first quarter of the calendar year following the employee's termination of service. The maximum amount of Supplemental Income Protection benefits payable including any lump sum payment shall in no event exceed a total of \$22,200.

5. The years of net credited service and the final full-time basic weekly or equivalent wage rate as used in the preceding paragraph for purposes of determining the monthly payment and the lump sum payment shall be pro-rated for any period of time during which an employee is employed on a part-time basis in the proportion of such employee's basic rate of pay during any such period to the basic rate of pay for an equivalent full-time employee in the same job title, classification, and work group during the same period in the same manner as calculated in the Cincinnati Bell Pension Plan or its applicable successor plan.
6. In no event shall the combination of Supplemental Income Protection payments (including any lump sum payment) and any termination, layoff or similar allowance paid exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service. To the extent necessary, Supplemental Income Protection payments shall be reduced by the amount of any termination, layoff or similar allowance paid to the employee so that the combination of Supplemental Income Protection payments and termination or other allowance payments does not exceed the equivalent of twice the employee's annual

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compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

7. As used in this Program, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
8. In addition to the conditions set forth above, any payments to a recipient hereunder shall be suspended upon the happening of any of the following:
  - (a) reemployment of the recipient by the Company;
  - (b) employment of the recipient by an affiliate or subsidiary company within the same control group of companies as is the Company.

Very truly yours,

L. C. Hyer

Agreed on behalf of  
Communications Workers of America:

Robert D. Johnson  
Vice President

Dated: 5-9-93

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**Benefit Overview**  
**For Employees Covered by the May 13, 2018**  
**Labor Agreement Between CBT and the CWA**

Additional benefit information and most forms can be found on Connections under Human Resources, Benefits.

<b>In-Network Medical Coverage</b>	<b>HSAP</b>	<b>PPO Plus</b>
<b>Annual Deductible</b>		
<b>2019</b>	\$1,600 Single \$3,200 Family	\$800 Single \$1600 Family
<b>2020</b>	\$1,600 Single \$3,200 Family	\$900 Single \$1,800 Family
<b>2021</b>	\$1,750 Single \$3,500 Family	\$1,000 Single \$2,000 Family
<b>Coinsurance</b>	Deductible 80/20	Deductible 80/20
<b>OOPMs (includes the deductible)</b>		
<b>2019</b>	\$3,500 Single \$7,000 Family	\$2,500 Single \$4,400 Family
<b>2020</b>	\$3,500 Single \$7,000 Family	\$3,000 Single \$5,000 Family
<b>2021</b>	\$3,600 Single \$7,200 Family	\$3,500 Single \$6,300 Family
<b>Physician Office Visits</b>		
<b>2019</b>	Deductible 80/20	Primary Care: \$35 copay Specialist: \$55 copay Urgent Care: \$75 Emergency: \$200 for 1 <sup>st</sup> visit per year / \$500 for 2+ visits
<b>2020</b>	Deductible 80/20	Primary Care: \$35 copay Specialist: \$60 copay Urgent Care: \$75 Emergency: \$200 for 1 <sup>st</sup> visit per year /\$500 for 2+ visits
<b>2021</b>	Deductible 80/20	Primary Care: \$35 copay Specialist: \$60 copay Urgent Care: \$75 Emergency: \$250 for 1 <sup>st</sup> visit per year / \$500 for 2+ visits
<b>Preventive Care</b>	100% Coverage	100% Coverage

<b>Prescription Drugs</b> <b>30 day supply</b> <b>(Certain Preventive covered</b> <b>at 100%)</b>  <b>2019</b>	Deductible 80/20	Generic - \$15 copay Brand Formulary - 25% (\$50 min/\$150 max) Brand Non-Formulary - No Coverage; Member pays 100% of cost Specialty Mail Order: 20% (min/max may apply) Separate OOPM (\$2,500/\$4,500)
<b>2020</b>	Deductible 80/20	Generic - \$15 copay Brand Formulary - 25% (\$50 min/\$150 max) Brand Non-Formulary - No Coverage; Member pays 100% of cost Specialty Mail Order: 25% (min/max may apply) Separate OOPM (\$2,500/\$4,500)
<b>2021</b>	Deductible 80/20	Generic - \$20 copay Brand Formulary - 30% (\$50 min/\$150 max) Brand Non-Formulary - No Coverage; Member pays 100% of cost Specialty Mail Order: 25% (min/max may apply) Separate OOPM (\$3,000/\$5,000)
<b>Monthly Premium for 2019</b>	Single: \$10 EE + Spouse: \$20 EE + Child(ren): \$15 Family: \$30	Single: \$100 EE + Spouse: \$189 EE + Child(ren): \$169 Family: \$249
<b>Monthly Premium for 2020</b>	Single: \$18 EE + Spouse: \$36 EE + Child(ren): \$31 Family: \$50	Single: \$110 EE + Spouse: \$209 EE + Child(ren): \$186 Family: \$280
<b>Monthly Premium for 2021</b>	Single: \$25 EE + Spouse: \$49 EE + Child(ren): \$45 Family: \$64	Single: \$122 EE + Spouse: \$233 EE + Child(ren): \$209 Family: \$300
<b>Monthly Premium Surcharges</b>	\$50 Tobacco Surcharge starting in 2019 \$100 Spousal Surcharge starting in 2019  \$75 Tobacco Surcharge starting in 2020	\$50 Tobacco Surcharge starting in 2019 \$100 Spousal Surcharge starting in 2019  \$75 Tobacco Surcharge starting in 2020

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	\$125 Spousal Surcharge starting in 2020  \$100 Tobacco Surcharge starting in 2021 \$125 Spousal Surcharge starting in 2021	\$125 Spousal Surcharge starting in 2020  \$100 Tobacco Surcharge starting in 2021 \$125 Spousal Surcharge starting in 2021
<b>Health Savings Account (HSA)</b>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Time Enrollee: Company will contribute \$500 single / \$1000 family</li> <li>• 2<sup>nd</sup> Time Enrollee: Company will match up to \$400 single / \$800 family. Match for 2<sup>nd</sup> time enrollees only</li> <li>• IRS annual limits apply</li> </ul>	N/A
<b>Vision</b> Monthly Premiums: Employee Only: \$4 Employee + Spouse: \$6 Employee + Child(ren): \$6 Family: \$8	Monthly Premiums: Employee Only: \$4 Employee + Spouse: \$6 Employee + Child(ren): \$6 Family: \$8	<b>Vision</b> Monthly Premiums: Employee Only: \$4 Employee + Spouse: \$6 Employee + Child(ren): \$6 Family: \$8



## Benefit Plans Overview

Available to union full time employees of the Company who were hired or rehired February 1, 2008 or after (*Tier II*). More information can be found online on the HR Homepage of Connections.

Healthcare and Other Insurance		
Coverage is effective on Date of Hire as long as you enroll within 31 days of hire. Changes can be made at annual enrollment or within 31 days of a qualifying event.		
Benefit	Who pays and how	Claims Administrator/Insurer
Medical	Premiums, if any, are paid through before-tax payroll deductions.	Anthem
Prescription Drugs		Express Scripts
Dental		Anthem
Vision		EyeMed/LensCrafters
Employee Basic Life & Accidental Death and Dismemberment (AD&D)	Company	Prudential
Supplemental Life & AD&D	You - After-tax	Prudential
Dependent Life	You - After-tax	Prudential
Flexible Spending Accounts <ul style="list-style-type: none"> <li>• Dependent Care</li> <li>• Healthcare</li> <li>• Parking Reimbursement</li> <li>• Transit</li> </ul>	You - Before-tax	Chard Snyder
Health Savings Account (available only with the HDHP healthcare option)	You – Before-tax	Fifth Third
Legal	You - After-tax	Hyatt
Savings and Retirement		
Cincinnati Bell Savings and Security Plan (401k) <ul style="list-style-type: none"> <li>• Allotments</li> <li>• Match</li> </ul>	Participants can save from 1% to 75% of pay up to IRS limits on a pretax basis. The plan provides a Company-match which is: 100% of the first 6% of your contributions Plan also offers a Roth feature (combined contribution match not to exceed 6%)	Fidelity Investments
Disability		
Short-Term Disability Policy	Company Paid – Eligible after 6 mos NCS	Company
Long Term Disability	Company Paid – Eligible after 6 mos NCS	Company
Additional Benefits		
Parental Leave	4 weeks paid child bonding time (Max 1 time per year)	Company
Adoption Services	Up to \$10,000 in reimbursement for adoption services (lifetime max of 1 adoption per EE)	Company

