

CWA/Lumen COVID Vaccination Final Bargaining Report

In October 2021 Lumen notified CWA of their intent to mandate the COVID-19 vaccination for the unionized workforce. Their decision was based on Executive Order 14042 Ensuring Adequate COVID Safety Protocols for Federal Contractors. CWA demanded to bargain over the effects of this policy.

CWA & Lumen met multiple times throughout November exchanging information, exchanging bargaining proposals and discussing the effects this would have on our members. On November 23, 2021 we reached an impasse and the Company will be implementing the policies listed on the attached document.

This includes a process for medical and religious exemptions and paid time off to get the vaccine. For employees refusing to get a vaccination or an approved exemption there will be a 60 day leave of absence for reconsideration. All benefits will remain in effect during the leave of absence.

Please review the attached document and let us know if you have any questions.

CWA Bargaining Committee

Jonathan Remington, CWA Staff District 2-13 Representing the T&T Office

Susie McAllister D7 Legacy Qwest Bargaining Agent

Lisa Avila D7 Legacy Qwest Bargaining Agent

Lumen/CWA Vaccination Mandate Impasse Provisions

- Employees that refuse to get vaccinated by January 4, 2022, will be placed on an unpaid leave of absence for up to 60 calendar days. Employees on this leave will not be permitted to use any of their paid time off benefits during this period. The Company will allow employees on this leave to continue their Health and Welfare benefits (Medical, dental, vision, and life insurance) provided employees continue to pay their active employee premiums through direct bill. All benefits will be governed by the Collective Bargaining Agreement (CBA) or Plan rules regarding employees on non-paid leaves.
- Any employee separated due to the refusal to be fully vaccinated will be considered eligible for rehire.
- Any employee that has been denied either a medical or religious exemption may submit new details (based on subsequent facts/events) in a subsequent accommodation request and the Company shall consider such information and make a determination to deny or approve such request.
- Any employee who begins the vaccination process prior to January 4, 2022, may remain employed and continue to work while completing the vaccination process. The employee must complete their vaccination process in accordance with the recommended interval(s). Failure to do so will result in immediate termination with no eligibility for a leave of absence. During this period (while completing the vaccination process), there may be a need to provide alternative assignments for the employee at work.
- The deadline for full vaccination shall be January 18, 2022, provided the government amends the rules as it has announced.
- The Company will comply with federal and state laws and follow any obligations to bargain over the effects of such changes.
- Employees will be provided additional paid time off for vaccination (“vPTO”) up to 4 hours for each shot to get the vaccine and to cover side effects experienced immediately after the shot. If additional time is needed after the first shot (Moderna or Pfizer), employees must use their own paid time off or illness absence time. Once an employee has received the second shot (or after the first shot of J&J), employees will be eligible for up to 40 hours of emergency paid time off (ePTO) for COVID-related absences including side effects. Lumen will agree that these paid time options referenced above (vPTO, personal PTO/illness time, or ePTO) will be considered

excused time and will not result in an attendance occurrence or discipline. Eligibility for ePTO time expires 12/31/21.

- The Company will pay for the cost of weekly testing kits (or more often if customer requirement) for vaccination exempt employees due to medical reasons. Employees that are exempt due to a firmly held religious belief may use Company provider at their own cost or any other Company approved method. The Company will pay for test kits in accordance with state law where required. Testing time will be compensable time. In the event that the Company decides to pay for testing of non-union employees with religious exemptions, the Company agrees to pay for testing of all CWA-represented employees with religious exemptions as well.