

Agreement

By and Between

CenturyTel of Washington, Inc.
dba CenturyLink

and

Communications Workers of America
AFL-CIO, CLC



DURATION

September 1, 2017

Through

August 31, 2020

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ARTICLE 1
PURPOSE AND SCOPE OF AGREEMENT

- 1.1** The purpose of this Agreement is to promote the continuance of harmonious labor relations and collective bargaining between CenturyTel of Washington, dba CenturyLink hereinafter called the "Company," and the Communications Workers of America, hereinafter called the "Union," and to that end maintain mutually satisfactory terms and conditions of employment applicable to all employees for whom the Union is the recognized bargaining agent.
- 1.2** To achieve this purpose, the Company and the Union recognize that it is in the best interests of both parties, as well as the employees and the public, that all dealings between them be characterized by mutual responsibility and respect. To ensure that this relationship exists, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Further, the Company and the Union recognize that technological, regulatory and market changes in the telecommunications industry have and will continue to present new challenges, including competition. The success of the Company in this environment and the job security of its employees depend upon our ability to operate in an efficient and cost-effective manner, and to adapt quickly to industry changes.
- 1.3** Except as otherwise expressly provided in this Agreement (as an example only, Section 11.2), nothing in this Agreement shall be construed as abridging the rights of the Company, the Union or individual employees under the provisions of any applicable law, or as requiring the performance by any of the foregoing of any act in violation of any such law.

ARTICLE 2
UNION RIGHTS

- 2.1 Union Recognition.** The Company recognizes the Union as the exclusive bargaining agent for employees of the

Company in its Cheney, Spangle, Medical Lake, Reardan, Kettle Falls, Davenport, Creston, Hunters, Valley, Chewelah, Twisp, Wilbur and Winthrop service operating areas, in the bargaining unit certified by the National Labor Relations Board on November 20, 1974 (Case No. 19-RC-7285) covering Plant and Commercial Departments, but excluding Engineering Department employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act (NLRA).

2.2 Union Membership. 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 the members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after 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 Engineering Department employees, confidential employees, professional employees, guards and supervisors as defined in the NLRA. 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.

2.2.1 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 (30th) day following return to the bargaining unit.

2.2.2 In case any employee shall become delinquent, by failure to tender dues to the Union in accordance with this Agreement, the Union will notify the Company's General Manager of such fact in writing; and the Company will notify the delinquent employee within five (5) work days that such employee's employment will cease upon the expiration of five (5) work days after delivery of such notice, unless in the meantime a receipt or certificate by the Union shall be exhibited to the supervisor showing that such employee has tendered dues.

2.2.3 If any employee shall take proper action to comply with the payment of delinquent dues within five (5) work days after delivery of such notice, the employee's continuity of employment shall not be interrupted by such prior delinquency; but, if the delinquent employee fails to take such action within such five (5) day period, his or her employment will be terminated at the end of such period.

2.3 Dues Deduction. The Company will, only during the term of this Agreement, deduct and remit monthly to the Union the normal and usual dues uniformly required of its employees by the Union, of those employees who voluntarily authorize the Company to do so. Such written authorization must be in lawful, mutually acceptable form, and shall be forwarded to the Company by the Union. The Union will keep the Company advised of the monthly dues to be deducted from the wages of each employee who shall have filed the required dues deduction authorization with the Union and the Company.

The Company's obligations under this Section 2.3, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation.

2.3.1 An employee may revoke the dues deduction authorization by written notice directed to the Company and the Union by registered mail. Such revocation will be effective in the calendar month following receipt of the notice. An employee's deduction authorization shall be automatically canceled if the employee leaves the bargaining unit for such reasons as transfer, termination, or retirement.

2.3.2 Deductions of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available. In such case, Union dues shall be deducted in the next payroll period in the same month in which sufficient pay is available.

2.3.3 The Company agrees to remit all such payroll deductions to the Secretary-Treasurer of the International C.W.A. Union on a monthly basis at an address to be furnished in writing to the Company.

2.4 Indemnification of Company. Union agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment) arising out of or in connection with Sections 2.2 and 2.3 of this Agreement.

2.5 Authorized Union Representative. The Union shall at all times keep the Company notified in writing of the name of each employee of the Company designated by the Union to act as the Shop Steward in each of the operating units designated by the Company. The names of the respective Union and Company representatives designated to handle matters arising under this Agreement in each operating unit shall be posted on the Company's bulletin board in appropriate locations.

2.6 Union Business Leave. Union officers or representatives may be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact Union business and without pay. When handling

formal grievances, employee/ Union representatives (not exceeding two in number) shall suffer no loss of normal pay for time required in meeting with Company representatives. Employees so absenting themselves from normal duties shall give the supervisor reasonable notice of the intended absence and its probable duration.

2.6.1 In addition, the Company shall pay up to one-half (1/2) hour for time spent in a brief orientation meeting between the Shop Steward and a new employee. Any other meetings between the Company and the Union may be considered for payment depending upon the nature or character of the meeting, as determined by the General Manager.

2.6.2 An employee elected or appointed to a full-time position in the local Union shall, upon receipt of a specific written request, be granted a leave of absence without pay for a period not to exceed three (3) years. Such leave may be extended from time to time by mutual agreement. It is agreed that the Company has the right to terminate the leave of absence at any time if it is used for purposes other than those specified in the written report and/or if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union. The number of employees granted a leave of absence under this Section shall not exceed one (1) at any one time, unless otherwise mutually agreed. Such employee will not lose his/her seniority established to date of commencement of leave. The Union shall make all requests for leaves of absence as far in advance as is reasonably possible and the Company shall act promptly on each request.

2.7 Union Bulletin Boards. The Company will make space available on its bulletin board for the posting of Union bulletins and notices. Such notices shall be signed by an authorized Union representative, who shall also be responsible for removal of Union notices which are outdated or no longer timely.

ARTICLE 3 RECOGNITION OF MANAGEMENT

3.1 Except as otherwise expressly provided in this Agreement, nothing herein shall limit the Company in the exercise of the rights and functions of ownership or management and such rights and functions of ownership or management shall not be subject to arbitration in any respect. Accordingly, the Company has, among others, the right: to select its supervisory personnel (supervisors as defined in NLRA, as amended), to hire new employees, and to direct the working force; to discipline, suspend or discharge probationary employees, or regular employees for cause; to promote, transfer, or lay off employees; decide the number and locations of its work force; and to subcontract or transfer bargaining unit work as provided in Section 11.3. The enumeration of the rights and functions of management herein reserved shall not be deemed to exclude other rights or functions of ownership or management not so enumerated. The contract provisions set forth herein shall be the sole source of any rights the Union may assert in arbitration. Nothing in this Agreement is intended to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business, but each regular employee covered by this Agreement shall possess the right to appeal through the grievance and arbitration procedures as provided by the terms of this Agreement.

3.2 Company Policies and Rules. Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, unlawful harassment and discrimination, personal appearance and dress, uniforms, conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs, use of vehicles on Company business, and reimbursement for business-related expenses, provided the same are not inconsistent with the express provisions of this Agreement. Company will provide the Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier

implementation is mandated by federal, state or local legislation or regulations. Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any express provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

3.3 Supervisors. Supervisors may work with tools for such purposes as inspecting work performed by employees, evaluating equipment, training employees and in any situation where it is deemed necessary to ensure continuation or restoration of service, to meet the demands of service or when a qualified employee is not available or cannot be assigned with reasonable dispatch.

3.4 At the discretion of Management based on service requirements and with notification to the union, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. There shall be no limit on the amount of time these types of assignments may occur.

Similarly, employees from other bargaining units may be required to work at Company locations within this bargaining unit jurisdiction performing bargaining unit work for no more than one hundred and **thirty (130)** days (accumulative **1040** hours) per calendar year, excluding cases of emergency. If the Company exceeds **1040** hours in a calendar year, it shall be required to cease from crossing jurisdictional lines into the unit for the remainder of the calendar year without getting concurrence from the union. The **130** days will be tracked by time codes and furnished to the union upon request. The Company will not utilize employees from another bargaining unit to the extent it causes a reduction of employees in the bargaining unit or prevents the addition of more employees to the bargaining unit.

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ARTICLE 4 HOLIDAYS

4.1 Eligibility. All regular employees with three (3) calendar months of service, and all part- time and temporary employees who have completed at least five hundred and

twenty (520) straight-time hours of continuous service, shall be eligible for holiday pay. However, to be eligible to receive holiday pay, such employees shall be required to be on pay status the last scheduled work day preceding the holiday and the first scheduled work day following the holiday. Pay status shall be defined as time spent working on the job or on any approved leave with pay. Any employee who is scheduled to work the holiday but fails to report for work shall receive no payment for the holiday, unless excused by the Company.

4.2 Recognized Holidays. The following days shall be recognized as a holiday:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Thanksgiving Friday
Labor Day	Christmas Eve
Personal Days (3)*	Christmas Day

*Regular employees shall be eligible for Personal Holidays upon completion of six (6) months' continuous service and one thousand forty (1,040) hours. Part-time employees shall be eligible for Personal Holidays upon completion of one thousand forty (1040) hours. Temporary and occasional employees shall not be entitled to Personal Holidays.

4.3 Scheduling of Holidays.

4.3.1 Holidays Falling on Weekend. Holiday observance hereunder shall be on the dates established by federal law. When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday for all employees who work a basic work week, Monday through Friday. When a holiday falls on Sunday or Monday, the succeeding Tuesday shall be observed as the holiday for all employees who work a basic work week, Tuesday through Saturday. An extra vacation day shall be allowed for holidays that fall on days during the employee's vacation period.

4.3.2 Other Holidays. Upon one (1) week notice to the Company, the Personal Holidays may be taken on any regularly scheduled work day (mutually agreeable to the employee and the Company) except on a Sunday or another authorized holiday. The Personal Holidays must be taken during the calendar year in which it is earned, and may not be rescheduled the following calendar year. Unused Personal Holidays are not cashed out upon any separation from employment, regardless of the reason or cause. Three (3) Personal Holidays may be taken in four (4) hour increments in a calendar year.

4.4 Rate of Pay on Holidays. Each regular employee not scheduled to work shall receive time off with straight-time pay up to eight (8) hours for each of the above holidays regardless of whether or not such holiday falls within the normal scheduled work week. When such holiday falls on an employee's day off, such time off shall immediately precede or follow the holiday. Any work performed on a holiday shall be paid for at the double time (2x) rate in addition to the holiday pay received for the same basic hours. Holiday pay shall be prorated for less than forty (40) hour employees, based on the average hours worked in the preceding calendar year. The proration shall be based upon the average hours worked in the (up to) twenty-six (26) pay periods preceding the day the holiday is observed if the employee did not work the entire calendar year.

ARTICLE 5 PAID TIME OFF (PTO)

5.1 Purpose of the Plan. PTO is paid time off for rest and relaxation, short-term illness or injury, Doctor or Dentist appointments, to care for family members or other personal business. **PTO/personal holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence. The employee must use all available PTO/personal holiday hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days or when the**

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absence is Worker's Compensation related. In those cases only, the employee will have the opportunity to elect whether to take PTO/personal holiday hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available PTO/personal holiday hours, those hours for which PTO/personal holiday hours are not available shall be non-paid.

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5.2 Eligibility. Each regular full time or regular part time employee working at least twenty (20) hours per week.

5.3 Rate of Pay for Paid Time Off. PTO shall be paid at one hundred percent (100%) of the employee's current regular straight time hourly rate at the time the PTO is taken.

5.4 Accrual Schedules.

Regular Full Time employees:

Years of Service	0 thru 4	5 thru 9	10 thru 14	15 thru 19	20 thru 24	25+
Pay Period Accrual	4.62	6.16	6.93	7.70	8.47	9.24
Annual Accrual	120	160	180	200	220	240
Maximum Paid Time Off Balance	160	200	220	240	260	280

Regular Part Time employees:

Years of Service	0 thru 4	5 thru 9	10 thru 14	15 thru 19	20 thru 24	25+
Pay Period Accrual	2.31	3.08	3.47	3.85	4.24	4.62
Annual Accrual	60	80	90	100	110	120
Maximum Paid Time Off Balance	80	100	110	120	130	140

5.4.1 Employees begin their higher accrual rate during the pay period following their continuous service anniversary date (e.g.: 5 years, 10 years, 15 years, 20 years, 25 years).

5.4.2 Once an employee reaches their maximum balance, accrual of additional hours is suspended until the employee uses PTO and the balance is reduced below the maximum balance. **Effective December 31, 2018, employees will no longer be able to accrue PTO time any greater than the annual accrual amount.**

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5.4.3 Accrued hours may be used in the pay period in which they are accrued.

5.4.4 Employees will accrue PTO for any pay period in which they receive all or a portion of pay for the entire pay period (e.g.: regular work hours, PTO or Short Term Disability (STD). PTO will not accrue for any full pay period during which the employee is on an unpaid leave for the entire pay period, layoff status, or receiving benefits under the Long Term Disability (LTD) Plan.

5.5 Scheduling PTO. Eligible employees may be granted scheduled PTO accruals to begin at any time during the year, with specific considerations being given to:

(a) Minimum interference with the Company's business; and

(b) Bargaining Unit seniority.

5.5.1 Employees shall make their scheduled PTO requests at least thirty (30) days prior to the beginning date of the requested time off. Bargaining Unit seniority rights in the preferential scheduling of personal time off must be exercised prior to December 31st of each year. Personal Time Off schedules shall be posted by each supervisor. Personal Time Off shall be taken on a work week basis, except for employees who have accrued less than one (1) week/forty (40) hours of PTO credit, or when the operating requirements of the Company necessitate shorter absence periods and such scheduling is mutually agreeable to the employee and the employee's supervisor.

5.5.2 Employees with more than one (1) week of Personal Time Off or odd days or hours of PTO may schedule not more than five (5) days of such vacation in increments of one (1) or more days as the Company's operation permits. Such scheduling shall be agreed to between the employee and the supervisor at least ten (10) days prior to the beginning of the Personal Time Off.

5.5.3 An employee shall have the right to take previously scheduled PTO only if PTO is then-available to cover the scheduled time. However, an employee who does not have sufficient PTO available may apply for personal leave and the granting or denial of such leave shall be as provided in Section 6.5.

5.5.4 For bona fide reasons, the Company shall have the right to postpone previously-approved scheduled PTO time.

5.6 Holidays Occurring During PTO. If a Holiday is observed under this agreement during an employee's scheduled PTO, the employee shall receive only the Holiday Pay for that day and that time shall not be charged against the employee's PTO accruals.

5.7 Disability During Scheduled PTO. If an employee is off work on scheduled PTO and suffers an unexpected disability, they are required to notify their immediate supervisor. Upon such notice, the supervisor will determine if disability pay is appropriate and adjust the employee's time sheet as required. The remaining unused portion of the employee's PTO may be rescheduled to accommodate operating requirements as outlined in this Agreement.

Employees are encouraged to schedule and take all PTO within the calendar year. However, due to business or other needs, an employee may not be able to take all of his or her PTO time in the current year. In these instances, up to 40 unused PTO hours may be carried over from one calendar year to the next. This includes employees on Short Term Disability and/or Worker's Compensation. Any carryover hours not used by December 31 will be forfeited. Employees may not receive pay in lieu of PTO, except in situations where PTO is cancelled or postponed as described in this article.

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Effective December 31, 2018 employees will be allowed to place all unused, accrued PTO time over 40 hours into a separate PTO bucket; this time will considered

grandfathered PTO time. Any PTO over 40 hours that is not placed in the grandfathered PTO bucket will be forfeited. Grandfathered PTO time can be used if the employee's current accrued PTO time is exhausted. Grandfathered PTO will be paid out upon termination/retirement. Using grandfathered PTO shall not take precedence over the current years PTO schedule.

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Effective January 1, 2018, employees may use up to 80 hours of PTO before the hours are accrued. If an employee terminates for any reason, any PTO that has been used but has not been accrued will be deducted from their final paycheck.

5.8 Postponement of Scheduled PTO. For bona fide reasons, the Company shall have the right to postpone previously approved scheduled PTO time. Employees will be allowed to accrue PTO hours beyond the maximum in the event the Company cancels previously approved scheduled PTO time that would cause the employee to exceed the maximum.

5.9 Unscheduled PTO. Unscheduled PTO/personal holiday are those hours requested by the employee and not approved by management. Unscheduled PTO/personal holiday taken by an employee for pay purposes only shall result in an employee receiving an occurrence against their attendance according to the attendance policy. Unscheduled PTO/personal holiday hours are not included as part of the standard work week for overtime purposes.

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5.9.1 Scheduled PTO which is used for a personal illness or injury or the personal illness or injury of a family member may, at the Company's discretion, require a physician's verification of disability.

5.10 PTO Pay Upon Termination. Employees shall be paid for any unused PTO accrual when they retire, terminate, are laid off or resign, **except when an employee is terminated for just cause or resigns during an investigation into their misconduct.**

ARTICLE 6 LEAVES AND ABSENCES

6.1 Workers Compensation

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

6.1.2 Payment of Benefits. In the case of any disability, which is covered by Washington State Worker's Compensation Act, incurred by a regular employee in the service of the Company, **hired, rehired or transferred into this bargaining unit before January 1, 2019**, the Company will **provide an employee a salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP) equal to eighty-five percent (85%) of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019, the Company will provide an employee salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.**

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The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.

An employee is never entitled to more than 85% of regular base pay while absent due to an on-

the-job injury. Any overpayments made by receiving both WCSP salary continuation and Worker's Compensation benefit payments in excess of 85% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.

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

6.2 Funeral Leave. In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative. The length of time off will not exceed:

- five scheduled workdays for the following immediate family members: spouse, domestic partner, father, mother, son, daughter (includes step-parents and step-children and children of domestic partner)
- three scheduled workdays for the following immediate family members: brother, step-brother, sister, step-sister, mother-in-law, father-in-law, parents of domestic partner, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, and uncle.

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6.3 Jury Leave. Regular employees shall be provided leave with pay for working time lost when called to serve on jury duty. Service in court when subpoenaed as a witness will be treated the same as jury duty, provided the employee is not a party to the action. An employee who reports for jury duty,

or who has been subpoenaed and is dismissed, shall report for work the remainder of the working day.

6.4 Military Leave

6.4.1 Short-Term. A regular employee who is a member of a reserve component of the United States Armed Forces or the National Guard, is entitled to leave of absence with pay (less any military wages paid during the leave) and without loss of time or efficiency rating on all days during which he/she is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instructions. The reimbursement may not exceed ten (10) cumulative working days in any one (1) calendar year.

6.4.2 Long Term. Military leave for active duty, whether as a result of induction or the activation of an employee in a reserve component, will not be subject to Section 6.4.1 and shall be consistent with applicable federal and/or state law.

6.5 Administrative/Personal Leave

An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company Policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling **twelve (12)** month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. All available PTO/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

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6.6 Disability Leave

6.6.1 Eligibility. All employees who are not eligible for federal or state family and medical leave, or have exhausted the maximum time available, are eligible for disability leave for recovery from bona fide

disabling illnesses or injuries. This includes all on- and off-the-job illnesses and injuries.

Except as otherwise allowed by law, disability leaves will be administered in accordance with the Company Policy.

Employees on disability leave may qualify for benefits under several Company plans (PTO, workers' compensation, STD, LTD) subject to all of the policies and rules governing eligibility and use of such benefits.

6.7 Union Leave. Union leave shall be as provided in Section 2.6.

6.8 Family and Medical Leave. The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company Policy. Any changes in the Company's existing FMLA policies and rules shall be subject to Section 3.2 of this Agreement.

6.9 Rules Governing Leaves. The following rules shall apply to all leaves:

6.9.1 An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written permission from the Company. Should an employee violate this Section, he is subject to immediate discharge.

6.9.2 Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.

6.9.3 Except for military leave or as otherwise prohibited by federal or state law, an employee must use any

otherwise available earned PTO and/or Personal Holiday time while on leave of absence (or layoff).

- 6.9.4 Reemployment rights shall be consistent with any applicable law(s).
- 6.9.5 Continuous service adjustments during any period of leave or layoff shall be as provided in Section 8.2.
- 6.9.6 Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave or applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.

Medical evidence will be accepted from any physician (medical, osteopath, chiropractic, dental, or psychiatric) licensed by the state in which he practices, or other medical evidence may be accepted as mutually agreed between the Company and the Union.

Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company Policy.

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

6.10 Short Term Disability

The Company agrees to provide STD benefits for all regular full-time employees on a non-contributory basis. Regular part-time, temporary, or occasional employees are not eligible for STD benefits. The administration of STD leaves,

including the application process and timelines, eligibility rules, notice requirements, return to work rights, and modified duty programs will be governed by the CenturyLink Disability Plan (the "Plan").

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

PTO/Personal Holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence (STD waiting period). The employee must use all available PTO/Personal Holiday hours before hours can be taken unpaid. If an employee does not have available PTO/Personal Holiday hours, those hours for which PTO/Personal Holidays are/is not available shall be non-paid.

6.10.1 If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, plant/office closure, etc., while the employee is receiving STD benefits under the Plan, the employee may continue to receive benefits until the earlier of either the Plan's benefits are exhausted, the employee fails to comply with the Plan's STD administrative requirements or the employee's doctor (or the IME doctor) states and the Plan agrees that the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.

6.10.2 The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or

other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and “fitness for duty” examinations.

6.10.3 STD benefits under the Plan may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (partial or full pay benefits) is a percentage of “base rate pay”. Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

a) **For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019, the** STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee’s service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee’s service anniversary date.

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If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
1 yr but < 2 yrs	2 weeks	24 weeks
2 yrs but < 3 yrs	4 weeks	22 weeks
3 yrs but < 4 yrs	6 weeks	20 weeks
4 yrs but < 5 yrs	8 weeks	18 weeks

5 yrs but < 6 yrs	10 weeks	16 weeks
6 yrs but < 7 yrs	12 weeks	14 weeks
7 yrs but < 8 yrs	14 weeks	12 weeks
8 yrs but < 9 yrs	16 weeks	10 weeks
9 yrs but < 10 yrs	18 weeks	8 weeks
10 yrs but < 11 yrs	20 weeks	6 weeks
11 yrs but < 12 yrs	22 weeks	4 weeks
12 yrs but < 13 yrs	24 weeks	2 weeks
13 yrs or >	26 weeks	0 weeks

For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

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If your length of service is:	Then benefits at 70% of Base Salary are paid for:
Less than one year	None
1 year or >	26 weeks

- b) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.
- c) STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan's STD administrative requirements, or c) the Plan's benefits as described in this Article have been exhausted.

6.10. 4 If you return to work for less than 182 calendar days following an STD absence, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit Payment Schedule described above based on your

service at the first time you became entitled to Plan benefits.

If you return to work for at least 182 calendar days following an STD absence, your previous STD benefits under the Plan will not be considered in determining the amount and maximum period of benefits. In other words, you will be eligible for the full benefit described above for any STD absence.

ARTICLE 7 JOB TITLES, WAGES AND BENEFITS

7.1 Titles

7.1.1 **Job Titles.** The following job **titles** and wage groups shall be recognized:

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Group 1A: **Business Svc Tech II**

Group 1: **Cable Tech, Business Svc Tech I, Network Tech**

Group 2: **Customer Svc Tech**

Group 3: Customer Care Specialist

7.1.2 **New Job Titles.** Whenever the Company determines it appropriate to create a new job title in the bargaining unit, it shall be handled as follows:

The Company shall notify the Union in writing at least fourteen (14) calendar days before the new job title is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or schedule. If the Union does not initiate such negotiations the

matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

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The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

- 7.1.3 **Modified Job Titles.** First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment, or systems is routine and has minimal (in contrast to a substantial) impact must be brought by the Union within fourteen (14) calendar days of the date of the change using the Arbitration Procedure below.

Whenever the Company determines it appropriate to make a substantial change in the nature and scope of the work employees in an existing job title have historically performed, it shall be handled as follows:

The Company shall notify the Union in writing at least fourteen (14) calendar days before the changes are implemented, and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or

wage schedule, if a wage adjustment is deemed appropriate by the Company.

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The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the proposed wage rate or wage schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

Arbitration Procedure for Disputes Over New and Modified Job Titles. Although the Company may create a new job title or modify the nature and scope of existing job titles, without bargaining, the effects of such actions shall be subject to final and binding arbitration according to this procedure.

If the dispute is whether the modifications in job duties or responsibilities of an existing job title have substantially changed the nature and scope of the work, the arbitrator may resolve that dispute. If the arbitrator finds that a substantial change has occurred, the issue of the appropriate wage rate or wage schedule shall be returned to the parties for negotiation.

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job title or a modified job title as described above, the parties shall select an arbitrator following the procedure in Article 10. The parties further agree that within thirty (30) calendar days after selection of the arbitrator each party will submit its final offer position on the wage schedule to an arbitrator, copying the other party. These final offer positions may thereafter be changed only with mutual agreement of the parties. Notwithstanding the limitations on an arbitrator's authority under Article 10, an arbitrator selected under this procedure shall have the authority to choose between the two final offers, and may also award retroactive wage adjustments. The decision of the arbitrator shall be final and binding.

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7.2. Basic Wage Schedules.

7.2.1 Wage Schedule. The Wage Schedules for Employees covered by this Agreement set forth in Schedules attached and made a part of the agreement.

7.2.2 Wage Progression. **The Company agrees to grant scheduled wage increases specified in their appropriate schedules in accordance with the time intervals and amounts provided in such schedules, subject to the following conditions:**

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

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

7.3 Wage Differentials.

7.3.1 Shift Differentials. An employee assigned to work during the following times shall receive a shift differential, in addition to the basic rate of pay, in accordance with the schedule below:

Evening shift, starting at or after
10:00 AM and before 7:00 PM\$.35 per hour

Night shift, starting at or after
7:00 PM and before 6:00 AM\$.50 per hour

7.3.2 In-Charge Differentials. An employee assigned to direct work of other employees shall receive **\$1.50** per hour in addition to the basic rate of pay.

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Note: The above in-charge differentials is payable for the performance of specifically assigned additional duties and/or responsibilities such as:

- o coordinating or directing the efforts of other employees within or between departments;
- o conducting formal training sessions involving specific instruction to two or more employees.

7.4 Premium Pay. Premium payments shall be defined in this Agreement as all payments in excess of the basic rate of pay. For purposes of this Agreement, basic rate of pay shall be defined as the regular straight-time wage rate, excluding any differentials or premium, payable to an employee at his/her primary **job title** and position in the progression schedule as established by the Company records. In all references in this Agreement, it is agreed that not more than one differential payment, in addition to or in combination with overtime premium pay, shall be paid for the same hours worked.

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7.5 Retirement

7.5.1 The retirement plan by reference is hereby made a part of this agreement.

7.5.2 The Company will provide a defined benefit plan, currently known as the CenturyLink Retirement **Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Plan”)** for all Eligible Employees. Except as provided in Section 7.5.2(b) below, for Employees entering the bargaining unit on or after September 1, 2008 and before July 1, 2015, the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For Employees in the bargaining unit prior to September 1, 2008, the benefits shall remain the same except as set forth in section 7.5.2(a):

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- (a) Solely with respect to any Employee who is or becomes disabled as determined in accordance with the definition of disability in the LTD Plan, the Retirement Plan **was** amended effective January 1, 2016 to provide that the Employee’s benefit accruals under the Retirement Plan will cease on the later of (1) January 1, 2016, or (2) the date the Employee becomes disabled as defined by the LTD Plan because, at that time, the Employee is terminated from active employment with the Company and no longer is on the Company’s active payroll.
- (b) Hired, Rehired, or Transferred Employees On or After July 1, 2015 into Local 7818.
 - (i) Any Employee who is first hired by the Company into Local 7818 on or after July 1, 2015 shall not be eligible to become an Eligible Employee under the terms of the Retirement Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee’s Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.

- (ii) Any Legacy CenturyLink Employee who is rehired **or recalled** by the Company into Local 7818 on or after July 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired **or recalled** by Local 7818 on or after July 1, 2015 to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being rehired **or recalled**. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired **or recalled** (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.
- (iii) Any Legacy CenturyLink Employee who **first becomes covered under the CWA Local 7818 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA Local 7818 Agreement)** on or after July 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being **covered under the Local 7818 Agreement** on or after July 1, 2015, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being **covered under the Local 7818 Agreement**. Service

on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy CenturyLink Employee who **first becomes covered under the CWA Local 7818 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA Local 7818 Agreement)** or is rehired into Local 7818 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in Retirement Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later transfers to another union that allows benefit accruals under the Retirement Plan, service earned with Local 7818 prior to the subsequent transfer will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

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

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

7.5.4 The Company shall have the sole right and discretion to make changes in any Company IRS qualified defined contribution and defined benefit plans which it deems necessary to comply with legal requirements and/or to maintain the qualification of the plan(s). The Company retains the right to make such changes in such plans in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the Plans are exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said plans, or to administer plans in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to either retirement plan, each of which is subject to its plan terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the plan documents, the terms of the plan documents shall govern. **Administration of the Plans and, as described in Section 7.5.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.**

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7.5.5 The rights granted the Company under the provisions of this Article 7 shall not be subject to Article 10 of this Agreement, with the sole exception of any dispute pertaining to the Employee's Credited Service date or eligibility for

inclusion in the Retirement Plan. All other disputes or complaints and any other issues arising out of or in any way connected with the plan(s) shall be exclusively resolved in accordance with the underlying plan procedures and ERISA.

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7.5.6 Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Plan to provide a lump sum benefit payment option to Participants represented by Local 7818, effective as of the date specified in the Retirement Plan. Participants represented by Local 7818 who elect to receive their Accrued Benefit in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan. This Section is not, and is not intended to be, an amendment of the Retirement Plan which can only be amended by authorized persons designated by the Retirement Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Plan to provide a lump sum benefit payment option is within Company's sole and complete discretion. If the Company, however, amends the Retirement Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement Plan's terms and applicable law, eliminate the lump sum benefit payment option on a prospective basis, even prior to the termination of this Section.

This Section 7.5 shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company may, unless contrary terms of the Retirement Plan, the requirements of applicable law or a subsequent agreement between the Company and the

Union, amend the Retirement Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Participant and to any Accrued Benefit of any such Participant, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement Plan, the calculation of benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Plan shall rest with the Company and its delegates, shall be determined only under the terms of the **Retirement** Plan, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

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7.6 Insurance Plans

7.6.1 Effective September 1, 2011 and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

7.6.2 The Company will make available to employees, upon retirement, the same options for retiree health benefits as are offered to similarly-situated non-bargaining employees who retire from the Company. The retiree health benefits will be exclusively governed by the terms of the applicable plan(s).

7.6.3 The selection and administration of any plans to provide the coverage and benefits required by this

Article shall be within the Company's exclusive control and sole discretion. The Company shall therefore have the unilateral right to make any changes which it deems necessary or desirable, including changes to establish, restore and/or maintain the most favorable qualification or treatment of the plan(s) under federal (or any applicable state) law. The selection of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion.

7.6.4 The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to all eligible employees, both bargaining unit and non-bargaining unit employees, of the Company.

7.6.5 During the term of this Agreement, the Company shall not have any obligation to engage in decision or effects negotiations of any type on any subject addressed (directly or indirectly) in or by this Article.

7.6.6 Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan, shall be exclusively resolved in accordance with the underlying plan, procedures and ERISA, and shall not be subject to the grievance and arbitration provisions of this Agreement.

7.7 Voluntary Benefits Program

Effective September 1, 2011 and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program

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

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

7.8 Adoption Assistance. Effective September 1, 2014, and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

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

7.9 Concession on Telephone Service. Employees will be entitled to that percentage concession on the basic rate for telephone service pursuant to the established Company policy regarding same.

7.10 Recognition and/or Incentive Program. At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or

commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is agreed and understood that all customer contact employees may be required to make referrals of company products and services and perform informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program. The Company agrees that it will not discipline employees for failure to complete sales of its products and services, but may issue discipline for failure to make referrals or perform other job functions in accordance with contract provisions 3.1.

This prohibition does not apply to Retail employees that have assigned sales quotas and commission plans.

ARTICLE 8 EMPLOYMENT STATUS AND CONDITIONS

8.1 Employment Status

8.1.1 Regular Employees. A regular employee shall be defined as an employee hired for indefinite tenure, not limited at time of hire by a stated term or for a specific project, but who has a scheduled work week of forty (40) hours and has successfully completed the probationary period.

8.1.2 Part-time Employees. A part-time employee shall be defined as an employee hired for an indefinite tenure, not limited at time of hire by stated term or for a specific project, but whose regular work week is less than thirty (30) hours.

8.1.3 Temporary Employees. A temporary employee shall be defined as an employee hired for a specific project or definite period, in either event not exceeding six (6) months, with such limited period of employment stipulated at time of hire, and whose work schedule may be either full-time or part-time. The Company and the Union may agree to extend the term of temporary employment for a definite period beyond the initial six (6) months. If such temporary employees are continually employed beyond the temporary period(s) specified above, they shall become regular employees, they shall be given continuous service credit for all straight-time hours worked back to the date of initial employment.

8.1.4 Casual Employees. A casual employee shall be defined as one who is employed for occasional work, who has no regularly established work week, whose days and hours of work are not fixed, and who works solely on call when regular or part-time employees are not available. If hired as a regular employee, casuals shall be given continuous service credit for all straight-time hours worked, back to the date of initial employment.

8.1.5 Student Helper. A student helper shall be defined as a student employed on a part-time or casual basis, whose duties are limited to unskilled work, and whose wage rate is the legal minimum under FLSA or applicable state law. (Student helpers shall not be considered a part of the authorized bargaining unit.)

8.1.6 Probationary Period. The probationary period of an employee shall be defined as the first one thousand forty (1,040) straight-time hours of employment in any job **title** upon initial hire. A newly hired employee may be disciplined, terminated, transferred or laid off at any time during the probationary in the Company's sole discretion and without recourse to Article 10.6 Arbitration. The probationary period may be extended by mutual agreement between the Company and the Union.

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8.2 Continuous Service.

8.2.1 Continuous Service Defined. Continuous service is defined as the total period of creditable service worked by an employee for the Company, its subsidiaries or predecessors. Continuous service is used to establish PTO and Short-Term Disability eligibility, wage progression, holiday eligibility and layoff allowance.

8.2.2 Continuous Service Credit. For the purposes of this agreement, continuous service shall accrue to regular and part-time employees. For regular employees, the period of creditable service shall begin with the most recent date of continuous service shall be adjusted. Part-time employees shall accrue continuous service credit once they have completed one thousand forty (1,040) hours of continuous service. When a casual, part-time, or temporary employee becomes a regular employee without a break in service, the employee shall be given continuous service credit for all straight time hours worked back to the most recent date of employment.

8.2.2.1 For all regular employees who have completed one thousand forty (1,040) hours of continuous full-time service, the beginning date of continuous service shall be retained and the term thereof shall remain unbroken in the event of layoff or leave of absence when such layoff or leave of absence period does not exceed one (1) year.

8.2.3 Loss of Continuous Service. An employee shall lose continuous service credit upon separation from the Company for any reason except for layoff or leave of absence when such layoff or leave of absence period does not exceed one (1) year.

8.2.4 Bridging of Service. Upon reemployment following any separation from employment, an employee may qualify for “bridging of service”. Bridging of service shall be available to former employees in accordance with the Bridging of Service Policy applicable to non-represented employees of the Company.

8.3 Seniority.

8.3.1 Types of Seniority

8.3.1.1 Bargaining Unit Seniority. Bargaining unit seniority shall be defined as the total length of continuous service of a regular employee with this Company, or its predecessor, in this bargaining unit. Bargaining unit seniority is used to establish order of layoffs, selection of shifts, recall and scheduling of paid time off.

8.3.2 Seniority Status

8.3.2.1 Acquisition of Seniority. Seniority shall first be acquired by a regular employee on the day following completion of the probationary period. Upon completion of such period, the employee shall have his/her seniority date retroactively adjusted to the beginning date of continuous service under this bargaining unit.

8.3.2.2 An Employee's seniority status and date shall not be affected by absence from work for any of the following specified reasons:

- (a) Illness or injury (or the employee's own disability) if less than one thousand forty (1,040) hours in a rolling twelve- (12-) month period.
- (b) Injury in line of duty covered by State Industrial Insurance or Worker's Compensation legislation.

- (c) Time spent on approved leave of absence for service in the Armed Forces of the United States, provided the employee returns to the Company's service within six (6) months of first becoming eligible for release from military service.
- (d) Service as a regularly impaneled venireman or juror as required by a court.
- (e) Layoff, provided the employee is re-employed by the Company within a period of one (1) year following such layoff.
- (f) A regularly approved leave of absence for reasons other than sickness, occupational injury, jury duty, or military service, provided such leave of absence does not exceed one (1) year in length.
- (g) A regularly approved leave for full time employment as an officer or agent of the Union, provided such leave does not exceed one (1) year in length.

8.3.3 Loss of Seniority.

- (a) An employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new Employee, under any of the following conditions:
 - (1) When the employee resigns employment with the Company.
 - (2) When a probationary employee is discharged, or a regular employee is discharged, for just cause.
 - (3) When the employee is laid off for a period exceeding one (1) year.

- (4) When, following layoff, the employee fails to report for work within three (3) weeks after written notice from the Company by certified mail, return receipt requested to the last address in the employee's personnel file.
 - (5) When absent on a regularly approved leave of absence for longer than the maximum period allowed for such a leave under this Agreement.
 - (6) When the employee fails to return to work at the expiration of a leave of absence.
- (b) An employee promoted by the Company to a position outside this Agreement will lose his/her bargaining unit seniority status and date after a period of one (1) year.
 - (c) An employee who returns back into the bargaining unit without a break in service from the company will bridge their bargaining unit seniority once they have worked a period of time equal to their absence from the bargaining unit. Bargaining unit seniority will apply as provided in Section 8.3.1.1

8.3.4 Seniority Lists. The Company will prepare and post seniority lists annually. The Union will be furnished copies of these lists. The seniority dates shown on the lists shall govern unless written request for change in date is received by the General Manager of the Company or his designee within thirty (30) days of the date of posting.

8.3.4.1 In the preparation of such seniority lists, if two (2) or more employees have the identical date of hire or identical date of assignment to an occupational **job title**, seniority rank shall be determined by the alphabetical order of last names, the name commencing with "A" being the more senior. This procedure shall apply in all determinations of seniority ranking.

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8.3.5 Position Abandonment. An employee who is absent from work for three (3) consecutively scheduled workdays without timely advance notice as required under Company call-in procedures will be considered to have abandoned the position unless the failure(s) to notify was clearly beyond the employee's control. This provision shall not apply to probationary employees who are subject to discipline or termination as provided in Section 8.1.6.

8.4 Layoffs. The Company will give regular employees who have acquired seniority status two (2) weeks' written notice of layoff. Part-time employees will be given one (1) week's written notice of layoff. The Company further agrees to give written notice to the Union as to the number of employees, **job titles**, and locations affected.

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8.4.1 When, because of reduction of force or change in Company operations, it becomes necessary to reduce the work force at any work location, the Company will consider seniority, qualifications and ability in determining the order of layoff. However, no employee shall be laid off so long as there is an employee with less seniority occupying a job which the first such employee is qualified and able to perform. In addition, no employee shall be laid off until all probationary, casual and temporary employees in the **job title** affected have been laid off.

8.4.2 It is mutually recognized that in event of a force reduction, an employee's first right is to maintain employment at the employee's present work location. Should this not be possible, it is next most important that the employee retain employment elsewhere under this Agreement, so as to protect established employment benefits.

8.4.3 An employee may elect to retain his/her **job title** by transferring to another work location to displace an employee in the same **job title** having the least **job title** seniority and the most recent seniority date, if

qualified. The employee so displaced shall have the same rights of downgrade, if any, or transfer as the employee first affected by the force reduction.

It is understood and agreed that the transferring employee must have the skill and ability to perform the new job with a minimum of on-the-job/formal training and familiarization (defined as 40 hours or less). If formal classroom training is required to perform the work that exceeds 40 hours, the employee will not be eligible to displace another employee.

- 8.4.4 Regular employees involuntarily laid off due to a reduction in force shall be paid a layoff allowance **in the form of a lump sum** determined as to amount by their continuous service and base rate of pay of record at the time of leaving the Company's employ, provided the employee signs an acceptable form of general release waiving all claims against the Company. Temporary, part time and casual employees and any employee who refuses a change of **job title** or transfer with the Company, or who in any other way voluntarily accept layoff, shall have no rights under this provision.

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<u>Years of Continuous Service</u>	<u>Layoff Allowance</u>
Less than six months	0
6 months to 1 year.....	2 weeks
2	2 weeks
3	3 weeks
4	4 weeks
5	5 weeks
6	6 weeks
7	7 weeks
8	8 weeks
9	9 weeks
10	10 weeks
11	11 weeks
12	12 weeks
13	13 weeks
14	14 weeks

15	15 weeks
16	16 weeks
17	17 weeks
18	18 weeks
19	19 weeks
20	20 weeks
21	21 weeks
22	22 weeks
23	23 weeks
24	24 weeks
25	25 weeks
26	26 weeks
27	27 weeks
28	28 weeks
29	29 weeks
30	30 weeks

8.4.4.1 The layoff allowance schedule provided above shall be prorated for those Regular Employees who work less than forty (40) hour work week.

8.5 Rehire. An employee laid off after having acquired seniority status and date as herein defined, shall, if vacancies occur within a period of one (1) year following such layoff in the **job title** in which the employee was laid off, be given an opportunity to return to a like job in order of seniority date. If the laid off employee is competent to fill an existing vacancy, the employee shall be given preferential rehire rights prior to the employment of a new hire or the consideration of transfer and promotional requests from active employees. Such opportunity shall be by means of a registered letter from the Company delivered to the last address in the employee's personnel file. An employee's re-employment privileges shall be lost if the employee fails, within one (1) week of delivery of such notice, to advise the Company of his/her intention to return to work within two (2) weeks.

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8.5.1 Employees laid off shall, if re-employed within one (1) year, be paid for the wage rate for their period of service at the time of layoff in the **job title** at which re-employed. Employees, if re-employed within six (6) months after layoff, shall be entitled to the benefit of progressive and negotiated rates that have

occurred during the period of layoff, but no monetary retroactive payment.

8.6 Voluntary Termination

To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to address workforce adjustments by offering voluntary termination, in seniority order, to employees in the affected job **title(s)** and location(s). Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article 8 of this Agreement that would be provided to the least senior employee in the affected job **title** and location and will receive all other entitlements due them.

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The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth above if it deems appropriate.

In the event the Company decides to offer an enhanced voluntary termination payment, the Company shall communicate its intentions and the details of the enhancement to the Union prior to extending any offer to employees

ARTICLE 9 WORK RULES

9.1 Hours of Work

9.1.1 Work Week.

9.1.1.1 The work week shall coincide with the calendar week and shall consist of seven (7) days, beginning on Sunday at 12:01 AM and ending 12:00 midnight Saturday. Five (5) eight (8) hour days shall constitute a week's work for a full-time employee.

9.1.1.2 At the discretion of the Company, four (4) ten (10) hour days may be scheduled at the straight time rate. The Company will notify employees the prior week of such a schedule.

9.1.2 A regular work week shall be from Monday through Friday or from Tuesday through Saturday. Shifts may be established which begin in one work week and carry over into the next work week.

9.1.3 Work Day. The normal work day for a full-time employee shall consist of eight (8) hours, and shall exclude time off for meals. The work day shall coincide with the calendar day and shall consist of twenty-four (24) hours beginning at 12:01 AM. Any employee assigned to either an evening or night shift shall receive the applicable shift differential specified in Section 7.3.1 of this Agreement.

9.1.4 Work Shifts. There shall be three (3) work shifts for employees under this Agreement:

(a) Day Shift - A shift which starts at or after 6:00 AM and prior to 10:00 AM.

(b) Evening Shift - A shift which starts at or after 10:00 AM and prior to 7:00 PM.

(c) Night Shift - A shift which starts after 7:00 PM and prior to 6:00 AM.

9.2 It is recognized that due to the nature of our business and the necessity of providing continuous service, overtime and call outs after hours are a normal part of the business. It is understood and agreed that employees may be required to work overtime hours as directed by the Company and employees are expected to be available and to generally accept call outs.

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9.2.1 Overtime and Sunday Payments. The overtime rate is one and one-half (1.5) times the basic hourly rate of pay computed to the nearest minute and is paid under the following conditions:

- a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday.
- b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek.
- c) All hours worked on Sundays.
- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 9

9.2.2 For employees participating in a workweek schedule that consists of four (4) ten (10) hour days, overtime will be paid when an employee works in excess of ten (10) hours per day or in excess of forty (40) hours in a week.

All overtime shall be paid for and no employee will be required to take time off for overtime worked or to be worked for the purpose of leveling off total earnings.

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

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

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

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- **Bereavement, Jury Duty, Witness Duty, Short-term Disability (STD), Workers Compensation, Military, unscheduled PTO, and any other paid time off not listed above.**
- **Any non-paid time off, including non-paid union time.**
- **Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold).**
- **Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.**

9.2.3.1 All regularly scheduled employees called out for work outside of scheduled work hours shall receive a minimum of two (2) hours at the call out rate, which shall be paid from the time they leave the plant operating center until the time they return to the plant operating center.

9.2.4 Call Up Time. All regularly scheduled employee's called up for work outside of scheduled work hours and are not required to leave their home shall receive a minimum of one (1) hour at the call out rate.

9.2.5 Standby Time. An employee who is designated to stand by for emergency calls during his/her regular time off shall receive \$30 for each scheduled period and \$45 for each unscheduled period the employee is responsible for and available for call, except that an employee who has been designated to stand by for emergency calls on any holiday recognized by this Agreement shall receive \$100 that he/she is available for call. Such payments shall be in

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addition to compensation for the services of such employee when actually called out while standing by.

Effective January 1, 2018, in the event an employee is designated to stand by for emergency calls during his/her regular time off for a period within a calendar year exceeding 90 days but no greater than 180 days, the employee shall be compensated at a rate of \$45 for each day of standby for this period. In the event an employee is designated to stand by for emergency calls during his/her regular time off for a period within a calendar year exceeding 181 days, the employee shall be compensated at a rate of \$50 for each day of standby for this period. Such payments shall be in addition to compensation for the services of such employee when actually called out while standing by.

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9.2.6 Scheduling of Overtime. When scheduled overtime is used for operations, regular and part-time employees will be called before all other employees, if the overtime is desired by such employees. In addition, the Company will make every effort, insofar as time and the circumstances of the situation permit, to accommodate the overtime work preferences of those employees who desire overtime work. If all available qualified employees decline the overtime work, it is expected that the available qualified employee who has worked the least number of overtime hours during that calendar year will be required to accept the overtime work.

9.2.6.1 Lists of cumulative overtime hours shall be prepared for inspection by employees.

9.3 Work Out of Job Title. The **job title** of an employee shall not be construed as preventing such employee from performing or assisting in other work normally assigned to another **job title**. In addition, the Company may also assign an employee to fill:

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- (a) A temporary job which is expected to last less than six (6) months, and
- (b) A vacancy in a regular job for such period as will provide reasonable time to select an employee to regularly fill the job.

9.3.1 Where the work of a qualified employee involves two (2) or more **job titles** in the same day, the employee shall be paid at the next higher rate in the new wage group for the time actually spent in the higher **job title**. Advancement of an employee to a higher **job title** without an increase in pay shall be limited to bona fide training situations only.

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9.3.2 When an employee is assigned to work in a higher **job title**, payment for holidays, vacation and sick leave benefits shall be paid at the rate of the higher **job title**, if the employee has worked at the higher rate for the preceding five (5) full workdays.

9.4 Place of Work. Employees shall report for duty at the permanent headquarters, shop or exchange designated by the Company at the time of employment, or at a new location assigned by the Company at a later date.

9.5 Temporary Relocation of Work. Employees shall be given at least forty-eight (48) hours' notice when required to work away from their permanent headquarters for a period in excess of one (1) day, unless an emergency arises. The Company will provide suitable board and lodging for all employees on overnight travel status. When time is spent in travel outside of the scheduled work shift (excluding travel to and from the employee's home), the employee shall be paid the overtime rate for all hours above eight (8) spent in either work or travel.

9.5.1 All employees required, in the course of duty, to travel from one headquarters to another or to the site of the job, or from station to station, or from shop to shop, shall do so on Company time. When an employee is called for emergency work outside this Company's area, traveling time to and from

home shall be considered as working time. When a regular shift follows the emergency work, compensation ceases when the employee leaves the job and in such cases only traveling time from home to the point of work will be paid for.

9.5.2 Personal automobiles shall not be used for Company business except when approved by the supervisor. Reimbursement for mileage shall be at the Company's current established rate

9.5.3 **Employees assigned to travel to perform work assignments which include an overnight stay shall receive reimbursement for actual and reasonable expenses incurred, including meals, in accordance with the non-bargaining Employee Expense Policy.**

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9.6 Scheduling of Work. Work schedules and days off shall be governed by the needs of the service as determined by the Company.

9.6.1 Unless an employee is given at least forty-eight (48) hours' written notice of a change in the hours or days that he/she is scheduled to work, the employee will be permitted to work the hours or days previously scheduled for the remainder of the forty-eight (48) hour notice period, and any other time which the employee is required to work shall be in addition to those scheduled. Exceptions will be allowed by mutual consent. In such instances, this provision shall not apply when the change in hours or days to be worked is made by mutual consent or at the request of the employee.

9.7 Selection of Shifts. Employees who have sufficient experience and abilities shall have the opportunity to select such shifts and hours to be worked in order of their seniority within a **job title**.

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9.8 Job Bidding

9.8.1 Job Bidding Procedures.

9.8.1.1 Job postings will be available on-line on the Company's internal website, and, at the Company's discretion, may also be posted on external websites used for that purpose. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids and applications from outside of the bargaining unit or outside of the Company. A copy of the job posting will be sent to the Union.

9.8.1.2 Applications must be submitted electronically within the specified time period using the on-line application tool provided by the Company. The application shall contain a clear, concise statement of the applicant's background, training and overall qualifications and the reasons the applicant should be considered for the position.

9.8.1.3 For bargaining unit employees, the job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

9.8.1.4 It is understood the Company may consider candidates outside the Company and/or bargaining unit whenever filling vacancies. The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. In order to be considered a candidate for selection, the applicant must successfully pass any reasonable and appropriate tests used by the Company for the position. If the applicant passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance

evaluations), applicable technical education and attendance. It is understood that the Company may not have access to some of the same information (for example, attendance and any performance evaluations) on outside applicants but will make reasonable attempts to obtain such information. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate, from any source as determined by the Company. In the event an internal candidate is deemed the most qualified the job shall be offered to him/her. In the event multiple internal candidates are determined to be most qualified by the Company, seniority will govern.

- 9.8.1.5 The Company will endeavor to notify selected candidates of their selections within ten (10) calendar days. Employees not selected for the job vacancy may contact the hiring supervisor to review their unsuccessful bid for the job vacancy.
- 9.8.1.6 In the event there is any dispute as to the most qualified candidate and a grievance is filed, the grievance shall identify the candidate whom the Union deemed to be the most qualified. Each party shall then identify the specific factual basis for its position during the grievance discussions.
- 9.8.1.7 Unless mutually agreed otherwise, employees may be awarded a job bid only after completion of the probationary period, and will be limited to one (1) successful bid in a twelve (12) month period, commencing with date of award. Data Technicians, Business Systems Technicians and Communications Technicians, may not bid or request another job vacancy for twenty-four (24) months from the day he or she was placed in the new job. Exceptions require management approval if there are no qualified bidders.

9.8.2 General Provisions

9.8.2.1 Temporary Assignments. Temporary assignments may be made without posting and without regard to seniority for a period of not more than thirty (30) consecutive calendar days. No temporary assignment shall be more than six (6) months' duration unless mutually agreed by the Company and the Union.

If a temporary vacancy becomes permanent, it is subject to the bidding procedure and shall be posted in accordance with this Agreement.

9.8.2.2 Promotions. An employee who successfully bids into a higher wage group shall be placed at his/her current rate of pay if that rate coincides with a rate in the new wage group. If the present rate does not coincide with a rate in the new wage group, the rate shall be adjusted upward to the next higher rate in the new wage group. The next scheduled increase shall date from the job entry date into the new job title.

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If there is more than one equally qualified candidate for the vacancy which includes an employee(s), the senior most qualified employee will be selected. The Company shall be the sole judge of the competency, qualifications and abilities of the employees with respect to the **job titles** and work to be performed.

All newly promoted employees shall serve a six (6) month probationary period in the new position during which time the employee may be demoted back to his/her original position if found to be unable to satisfactorily perform the duties of the new position.

9.8.2.3 Demotions. A demotion is defined as the reclassification of an employee to a job in a lower pay grade than the one in which the employee is currently assigned. A demoted employee will move to the same time progression step in the new job pay schedule as held in the **job title** from which the employee was demoted.

9.8.2.4 Transfers

An employee who transfers from one occupational **job title** to another within the same wage group shall receive no change in pay and shall continue to accumulate wage progression credit and receive the next scheduled wage increase as if there had been no change in occupational **job title**.

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Employees who transfer from one (1) occupational **job title** to another shall be subject to the same six (6) month probationary period described in Section 9.8.2.2.

Refusal of transfer for any reason by an employee shall not in any manner impair the employee's seniority status or deprive such employee of further opportunity for advancement. In the event, however, that an employee refuses a transfer offered for the purpose of maintaining continuity of service, such employee may then be laid off, but only in accordance with his or her seniority status.

9.9 Meals and Lunch Periods. The normal lunch period will be one (1) hour. No pay shall be allowed under this Agreement for time spent eating meals, except as otherwise provided in this Article. Arrangements may be made between the supervisor and the majority of the employees affected for a one-half (1/2) hour lunch period.

9.9.1 When an employee is away from his/her headquarters during the lunch hour, but returns to headquarters the same day, the employee will provide for his/her own lunch. Advance notification at or before the end of the previous shift shall be given to an employee who may be required to work away from his/her normal work area during the lunch period on a regular work day so that the employee may be prepared to bring his/her lunch. If such advance notice is not given, the employee's lunch that day shall be provided or paid for by the Company.

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9.9.2 An employee who works three (3) hours or more immediately preceding or following their regular scheduled tour will receive a meal allowance of \$12.00

9.10 Employee Moving Expenses. Employees transferred at their own request shall bear their own moving expenses. Regular employees transferred at the request of the Company shall have all reasonable transportation and moving expenses paid by the Company.

9.11 Furnishing of Tools and Equipment. The Company will furnish to all employees all hand and body tools necessary for the proper performance of their jobs. Tools furnished by the Company shall remain the property of the Company and the employee receiving such tools shall be responsible for them. The Company will replace, without cost to the employee, tools that are broken or worn out from normal wear and usage, upon the employee's turning over to the Company such broken or worn out tools. All tools issued to an employee shall be returned to the Company upon termination of employment. Should these tools, equipment, or other devices be lost or broken and the employee followed the Company-provided method of storing these tools, the employee shall not be held responsible.

9.11.1 An inspection may be made from time to time to determine the condition of assigned tools. Tools considered not usable for efficient work will be replaced without charge. Tools not in inventory or lost will be charged to the employee. Furthermore, the

Company agrees to specify, furnish and replace the necessary type and number of work gloves for Plant Department employees.

- 9.11.2 Safety Footwear – Employees with exposure to foot hazards as determined by the Company's Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

Employees identified as needing safety footwear will be required to wear safety footwear at all times when performing their work assignments. Those employees will have the choice of wearing steel toe or composite toe safety footwear as long as it meets the current national standard. The requirement to wear safety footwear will cease when employees leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal, or when safety footwear is no longer required.

Since safety footwear can be utilized both on and off the job, employees are responsible for the purchase and maintenance of their safety footwear. For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

NOTE: The Company agrees to reimburse current employees in the identified titles at the time of ratification of the **2017** labor agreement up to **\$100** for a one time purchase of safety footwear. Footwear must be purchased and expensed by December 1, **2018**. It is understood and agreed there shall be no further reimbursement for replacement or repair of

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safety footwear after the initial purchase. Further, employees hired or transferred into this bargaining unit after the ratification of this agreement shall not be eligible for safety footwear reimbursement.

9.11.3 Safety Eyewear – Employees in certain job titles and work environments may also be required to wear safety eyewear while at work. Employees who require corrective vision lenses must also wear safety eyewear, when required.

Effective February 6, 2015, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.

1. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.
2. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision 'correction.'
3. The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades. Each order for prescription safety glasses will include detachable side shields.
4. The Company contribution for prescription safety eyewear will only be provided through the designated supplier(s) for the procurement of prescription safety glasses. There will be no company contribution, subsidy or reimbursement for prescription safety glasses obtained outside of the designated supplier(s).

This supplier will bill the Company for the \$75 annual maximum contribution and the remainder of the expense for prescription safety glasses, if any, will be paid by the employee. Employees will be responsible for the cost of prescription safety glasses above the Company's annual contribution for additional or replacement pairs of prescription safety glasses, including frames and/or lenses. Employees will also be responsible for the cost of eye examinations.

Specialty safety eyewear that does not include a vision correction will be excluded from the company contribution for prescription safety eyewear.

The Company will make available, at no cost, non-prescription safety eyewear. Choices of non-prescription safety eyewear are available to employees through the SAP/CART ordering process.

9.12 Pay Periods. The Company will pay employees bi-weekly, and will designate the regular paydays. If a payday falls on a holiday, payday shall be on the preceding business day.

9.13 Safety Rules. The Union shall designate one (1) representative to the Division Safety Committee who shall serve until his/her successor is appointed. The Committee shall:

- (a) Conduct state safety meetings as required by Washington state law.
- (b) Review the Company accident prevention and safety program.
- (c) Ensure safety training is conducted.
- (d) Provide safety suggestion procedures.
- (e) Monitor and coordinate tools and equipment inspection programs.
- (f) Review accident investigations.

(g) Establish and maintain reports of accidents and safety programs.

(h) Disseminate safety information.

9.13.1 In addition to the above, any employee may submit to his/her supervisor comments and suggestions concerning methods of performing work that will reduce possibilities of accidents or injuries. The opportunity shall be extended to every Plant employee, at least once each month, to discuss safety practices and problems with the immediate supervisor and associated working group.

9.13.2 Furthermore, any employee working alone under hazardous circumstances shall report the hazard immediately to a supervisor whenever possible and request such additional help as is required to perform the job safely. The employee shall not proceed with any hazardous portion of the work until assistance is on the job or the hazard has been cleared.

9.13.3 An employee working over seventy-five (75) feet above the ground, except on buildings where no exceptional hazards exist, shall receive one (1) hour of additional pay at the regular straight-time rate for each hour worked at such height.

9.14 Employee Discipline. At any meeting between a representative of the Company and a regular 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 Shop Steward may be present if the employee so requests. The Company will notify the union local representative of such discipline when the employee does not request or have union representation at the meetings.

9.15 Uniforms. The Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit for the purchase

of approved garments through the Company authorized vendor to employees in those **job titles** which the Company deems appropriate. New hires in those **job titles** may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

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

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

ARTICLE 10 COMPLAINT AND GRIEVANCE PROCEDURE

- 10.1 Purpose.** The purpose of this procedure is to provide a means whereby complaints and grievances may be adjusted or resolved promptly, fairly, and with confidentiality.
- 10.2 Complaint Resolution.** An employee, either directly or through the location Shop Steward, shall, as a part of the complaint and grievance procedure, within twenty (20) working days of the circumstances giving rise to the complaint or within twenty (20) working days after the date the employee should have reasonably known of the circumstances giving rise to the complaint, verbally present a complaint to the immediate supervisor. The immediate supervisor shall render a verbal decision within five (5) working days. The Shop Steward shall have the right to be present at all such discussions, or if the employee desires, the Steward alone shall have such initial oral discussion with the employee's supervisor. Complaints may be adjusted in this manner so long as the adjustment is not inconsistent with the terms of this Agreement. Both parties agree to use their best efforts to resolve complaints informally and without resorting to the grievance procedure. However, in the event that such informal methods do not resolve the complaint, the

issue shall be reduced in writing and shall be processed under the Grievance Procedure identified below.

10.3 Definitions and Presentation of Grievances.

"Grievances" shall mean, and be limited to any dispute involving the interpretation, application or alleged violation of any provision of this Agreement during the term of the Agreement. An employee with a grievance shall be entitled to representation by the Union at all levels of the grievance procedure, if the employee so desires.

10.4 Grievance Procedure

10.4.1 Step One. In order for the unresolved complaint to become a formal grievance, the employee and/or Union shall prepare and present a written "Notice of Grievance" to the appropriate Department Manager. The written "Notice of Grievance" shall be presented to the appropriate Department Manager within ten (10) working days after the decision is rendered by the immediate supervisor. The written "Notice of Grievance" shall contain:

- (a) The name(s) of the employee claiming to be aggrieved.
- (b) The nature of the grievance, and the circumstances out of which it arose.
- (c) The section(s) of the Agreement relied upon or claimed to have been violated.
- (d) The remedy of corrective action requested to resolve the grievance.

10.4.1.1 The meeting will be scheduled within ten (10) calendar days of receipt of the grievance form. Any grievance that cannot be resolved at Step One must be answered in writing by management and submitted to the Union within ten (10) calendar days from the date of the meeting.

10.4.2 Step Two. If the grievance is not settled at Step One, the employee and/or the Union shall have ten (10) working days to submit a written appeal of the Step One decision to the Company's appropriate Human Resources representative or his designee. The Human Resources representative or his designee, shall establish a meeting date at the earliest possible opportunity in an effort to resolve the grievance.

10.5 Time For Presentation and Processing of Grievances.

The failure to submit a complaint or grievance within the period prescribed within this Article shall constitute a bar to further action thereon. A forfeiture of either party shall not constitute a precedent as for the subject matter for the grievance. All time limits in this grievance procedure may be extended by mutual agreement of the parties in writing.

10.6 Arbitration. Any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration by either the Union or the Company during the term of the agreement. The decision to appeal a grievance filed by an employee to arbitration shall be solely the determination of the Union. The time limit for the Notice of Appeal of a Step Two decision shall be thirty (30) days following receipt of the Step Two determination, and the Union shall file the Notice by submitting a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in either Oregon or Washington, to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Manager, Employee and Labor Relations.

Company and Union may attempt to agree on a neutral arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within seven (7) calendar days of receiving the list, Union will contact Company to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one (1) name remains and he/she shall serve as arbitrator.

10.6.1 The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules, and regulations as may be applicable. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, or (except as provided in Section 7.1.2) to change an existing wage rate, or to establish a new wage rate. In addition, no question relating to the functions reserved to the Company under Article 3 hereof, subject to the limitations set forth in this Agreement, nor questions relating to the Retirement and Insurance Plans described under Article 7 hereof shall be submitted to arbitration.

This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages "make whole" means reimbursing the individual for the basic wages they would have made if employment had been continuous (calculated based on the employee's average earnings six (6) months previous to discharge or suspension) less wages, from any source, Workers' Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged, during that period. Nothing in this paragraph precludes the arbitrator awarding any benefits which the employee may be entitled.

In situations where the Company has allowed the Union additional time for its internal appeal process, it is also understood that the Company shall assume no backpay or other grievance liability for that time and the Union will also be obligated to notify the Company of the outcome of such process within five (5) working days of its conclusion. If the appeal is upheld, the Union shall then request hearing dates

from the arbitrator previously selected under Section 10.6 and the Company's grievance liability will resume as of the date of that request.

Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation of the Arbitrator for time and expense shall be borne equally by the parties. Any party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided.

ARTICLE 11 CONTRACT CONDITIONS

11.1 Federal and State Laws. If any part of this Agreement is, or is hereafter found to be, in contravention of the laws or regulations of the United States or of any state or subdivision thereof having jurisdiction, such part shall be superseded by the appropriate provisions of such law or regulation so long as the same are in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made by a court having jurisdiction in respect thereof, the Company and the Union will promptly negotiate upon a suitable substitute therefor.

11.2 Strikes or Lockout. It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Union agrees that the employees covered by this Agreement, or any of them, will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accord with the terms of the Agreement. It is understood that this specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such

activities at any location or premises at which the Company has business, except in situations where an employee has a reasonable, objective belief of bodily harm they will immediately notify their supervisor. The Company agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the Company's business.

11.2.1 The Union will not authorize a strike, work stoppage, or slowdown, and the Company will not engage in a lockout because of any proposed change in this Agreement or of any dispute over matters related to or covered by this Agreement. The Union will take every reasonable means within its power to induce employees engaged in a strike, work stoppage or slowdown in violation of this Agreement to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared to be in violation hereof.

It is mutually agreed by the parties hereto that the Company shall have the right to suspend without pay or dismiss any employee guilty of violating the terms of this Section 11.2, and the only issue which may be subject to Article 10 is whether the violation occurred.

11.3 Subcontracting

11.3.1 Contract Day Labor. Contract Day Labor shall be defined as workers referred by or leased from another employer (such as a company supplying temporary and/or specialized workers) for a specific project, a definite period, and/or for a maximum of six (6) months tenure, and whose work schedule may be either full time or part time. Contract workers shall remain employees of their employer, shall not be placed on the Company's payroll, and shall not become subject to the terms and conditions of this Agreement. Contract labor may not be

utilized to avoid filling authorized regular full time or regular part time vacancies on a permanent basis. These time limits and conditions may be extended or modified by mutual agreement in writing.

- 11.3.2 Subcontracting. In recognition of the continuing technological, regulatory and market changes in the telecommunications industry, and in the interest of promoting and protecting the interests of the Company, the Union and employees covered by this Agreement, the parties recognize the Company's need for greater flexibility in subcontracting bargaining unit work while protecting the legitimate interests of regular employees to continued job security.

Work normally performed by members of the bargaining unit may be let to subcontract so long as it does not cause the layoff or part-timing of any regular employees who normally performs the same work.

- 11.3.3 Transfers of Work. Company may transfer bargaining unit work to employees at any other Company location provided that such transfer is for bona fide business reasons.

11.4 Non-Discrimination and Harassment

- 11.4.1 Non-Discrimination. The Company and the Union agree to comply with all state and federal laws, rules and regulations prohibiting discrimination against any person with regard to employment because of race, color, religion, national origin, age, marital status, change in marital status, pregnancy, family relationship, sex, sexual orientation, veteran status, workers' compensation claimant status or the exercise of civil rights procedures.

It is further agreed that this non-discrimination provision relates to hiring, placement, upgrading, rates of pay or other forms of compensation, transfer, demotion, recruitment, advertisement, solicitation for training, layoff, termination and all

other terms and conditions of employment. Furthermore, neither party to this Agreement shall interfere with, restrain, coerce, or otherwise discriminate against any employee for the exercise of the right to join or assist or to refrain from joining or assisting any labor union.

11.4.2 Harassment. Company will provide a working environment free from all forms of unlawful harassment.

11.4.3 Reporting Procedure. An employee who is subjected to, witnesses or suspects any violation of Sections 11.4.1 or 11.4.2 shall immediately report the matter directly to Human Resources. Alternatively, the employee may report the matter to any shop steward or Union representative, who in turn shall immediately report the matter to Human Resources so that the Company can discharge its legal obligation to timely investigate.

11.4.4 Terminology. The words “he” or “she” are used in this Agreement and any Appendices for explanatory purposes only and do not refer to the actual sex of any person.

11.5 Amendments. This Agreement constitutes the complete and entire understanding between the Company and the Union. All understandings and written agreements between the parties, and supplements and amendments thereto, with an effective date prior to the date of this Agreement, shall be terminated by the signing of this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of the Agreement officially and mutually to by the Company and the Union shall be committed to writing and signed by the duly authorized representatives of the parties in order to be binding.

11.5.1 For the purposes of this Article, the duly authorized representative for the Union shall mean the CWA International Area Representative or his/her designee. Should a designee be assigned, the CWA shall notify the Company in writing.

11.6 Duration. This Agreement shall remain in full force and effect from September 1, **2017**, up to and including August 31, **2020**, and thereafter until terminated. Either party may terminate this Agreement on, or at any time after August 31, **2020**, by giving sixty (60) days' prior written notice to the other, together with the reason or reasons therefor. However, if at the time this Agreement would otherwise terminate, because of such notice the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue; and any new Agreement may be made retroactive to the date the Agreement would otherwise have terminated.

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11.6.1 The parties agree that they and their successors and assigns will be bound by the terms and conditions of this Agreement.

11.7 Renegotiation of Contract. This Agreement may be opened for proposed modifications or amendment at any time after June 2, **2020** following written notice by either party. If no agreement or settlement is reached, this Agreement shall remain in full force and effect until terminated as provided in Section 11.6.

11.8 Printing of Agreement. The costs of printing a new Agreement and any subsequent revisions thereto shall be borne equally by the Company and the Union.

ARTICLE 12 HOME GARAGING

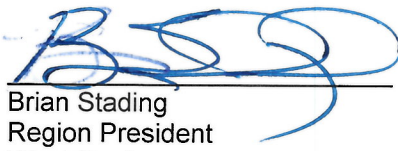
Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 3.2.

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APPROVED BY:

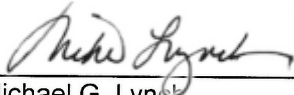
CenturyTel of Washington, Inc.

Communications Workers of
America, AFL-CIO, CLC



Brian Stading
Region President
West Region

Jeanne Stewart
CWA Representative



Michael G. Lynch
Director
Labor Relations

Company Negotiating
Committee:

Dan Gronniger
Ty LeMaster
Amy Rehbert

Union Negotiating
Committee:

Craig Stahl
Ed Wood

**CENTURYLINK
WAGE SCHEDULE - CWA 7818
EFFECTIVE: September 1, 2017***

STEP	WAGE SCHEDULE			
	01A	1	2	3
Start	\$12.31	\$11.20	\$11.14	\$9.90
6 Months	\$13.99	\$12.73	\$12.58	\$10.83
12 Months	\$15.86	\$14.41	\$14.21	\$11.85
18 Months	\$17.92	\$16.29	\$16.01	\$12.94
24 Months	\$20.30	\$18.44	\$18.02	\$14.14
30 Months	\$22.94	\$20.87	\$20.32	\$15.44
36 Months	\$26.00	\$23.61	\$22.91	\$16.89
42 Months	\$29.48	\$26.80	\$25.83	\$18.46
48 Months	\$33.45	\$30.41	\$29.10	\$20.18
Group 01A	Business Svc Tech II			
Group 01	Business Svc Tech I, Cable Tech, Network Tech			
Group 02	Customer Svc Tech			
Group 03	Customer Care Specialist			

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

**CENTURYLINK
WAGE SCHEDULE - CWA 7818
EFFECTIVE: September 1, 2018***

STEP	WAGE SCHEDULE			
	01A	1	2	3
Start	\$12.56	\$11.42	\$11.36	\$10.10
6 Months	\$14.27	\$12.98	\$12.83	\$11.05
12 Months	\$16.18	\$14.70	\$14.49	\$12.09
18 Months	\$18.28	\$16.62	\$16.33	\$13.20
24 Months	\$20.71	\$18.81	\$18.38	\$14.42
30 Months	\$23.40	\$21.29	\$20.73	\$15.75
36 Months	\$26.52	\$24.08	\$23.37	\$17.23
42 Months	\$30.07	\$27.34	\$26.35	\$18.83
48 Months	\$34.12	\$31.02	\$29.68	\$20.58
Group 01A	Business Svc Tech II			
Group 01	Business Svc Tech I, Cable Tech, Network Tech			
Group 02	Customer Svc Tech			
Group 03	Customer Care Specialist			

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

**CENTURYLINK
WAGE SCHEDULE - CWA 7818
EFFECTIVE: September 1, 2019***

STEP	WAGE SCHEDULE			
	01A	1	2	3
Start	\$12.81	\$11.65	\$11.59	\$10.30
6 Months	\$14.56	\$13.24	\$13.09	\$11.27
12 Months	\$16.50	\$14.99	\$14.78	\$12.33
18 Months	\$18.65	\$16.95	\$16.66	\$13.46
24 Months	\$21.12	\$19.19	\$18.75	\$14.71
30 Months	\$23.87	\$21.72	\$21.14	\$16.07
36 Months	\$27.05	\$24.56	\$23.84	\$17.57
42 Months	\$30.67	\$27.89	\$26.88	\$19.21
48 Months	\$34.80	\$31.64	\$30.27	\$20.99

Group 01A	Business Svc Tech II
Group 01	Business Svc Tech I, Cable Tech, Network Tech
Group 02	Customer Svc Tech
Group 03	Customer Care Specialist

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

**Letter of Understanding
by and between
CenturyTel of Washington, Inc.
d/b/a CenturyLink
and
the Communications Workers of America**

Tax Deferred Savings Plan

It is agreed that the Company will provide a tax deferred savings plan ("CenturyLink Union 401K Plan") for the employees covered under this collective bargaining agreement. The Plan shall be subject to the applicable IRS rules and regulations.

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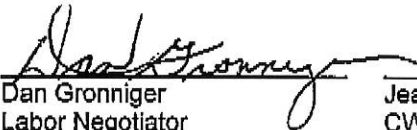
During the term of this Memorandum of Agreement, the Company will make a matching contribution to the CenturyLink Union 401(k) Plan as follows:

- Effective January 1, **2018** or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit prior to **September 1, 2008**, the match will be **25** cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, **2018** or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit on or after **September 1, 2008**, but prior to **July 1, 2015**, the match will be **58** cents for every **\$1** contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, 2015 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015 the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees.

This Memorandum of Agreement is effective **upon ratification** and shall expire on August 31, **2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Plan shall also terminate on August 31,

2020 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

CenturyTel of Washington, Inc. Communications Workers of
America, AFL-CIO, CLC



Dan Gronniger Jeanne Stewart
Labor Negotiator CWA Representative

**Letter of Understanding
By and Between
CenturyTel of Washington, Inc.
d/b/a CenturyLink
And
The Communications Workers of America**

COMMITTEE ON POLITICAL EDUCATION (COPE)

CenturyTel of Washington, Inc. and the Communications Workers of America agree to implement the following provisions for the payroll deduction of CWA COPE (Committee on Political Education). This agreement shall become effective September 1, **2017** and expire on August 31, **2020**.

1. The Company will make collection of CWA/PAC funds once each month through payroll deduction from employee's pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Company.
2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction.
3. If for any reason the Company is unable to make the authorized monthly deduction from an individual's pay in any payroll period, the Company will deduct the accumulated authorized deduction during a pay period when the employee's pay is sufficient. However, in no event will deductions be made for more than one month in arrears.
4. The Union agrees that the Company assumes no liability in the administration of this Letter of Understanding, and further agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary or otherwise.

CenturyTel of Washington, Inc.

Communications Workers of
America, AFL-CIO, CLC



Dan Gronniger
Labor Negotiator

Jeanne Stewart
CWA Representative

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