~~[illegible]~~
60401

AGREEMENT

BETWEEN

UNITED TELEPHONE – SOUTHEAST
d/b/a CenturyLink

AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 3871

CenturyLink™

CWA

Effective: September 1, 2014
Expiration: September 30, 2017

Recd
3/9/16
NB

TABLE OF CONTENTS

Article	Subject	Page
	Preamble	1
	Definitions and Applications	1
1	Recognition	6
2	Authorized Payroll Deductions	6
3	Grievance Procedure	10
4	Arbitration	14
5	Personnel Records	15
6	Severance Pay	16
7	Seniority	17
8	Paid Absences	20
9	Leaves of Absence	22
10	Union Leave of Absence	24
11	Military Leave	25
12	Overtime	25
13	Call Out Pay	27
14	Health, Safety and Appearance	28
15	Inclement Weather	30
16	Tools	30
17	Relief and Lunch Periods	31
18	Work Jurisdiction	32
19	Schedules	33
20	Bulletin Boards	34
21	Board, Lodging and Travel Allowance	35
22	Non-Discrimination	36
23	Job Descriptions	37
24	Moving Expenses	38
25	Management Rights	40
26	Lockouts and Strikes	41
27	Hours of Work	42
28	Temporary Assignments	44
29	Transfers	45
30	Promotions and Job Bidding	48
31	Accident and Sickness Benefits Plan	50
32	Health and Welfare Benefits	55

TABLE OF CONTENTS

Article	Subject	Page
33	Pension Agreement	57
34	Separability	63
35	Probationary Period	63
36	Rules	64
37	Distribution of Agreement	64
38	Physical Examinations	64
39	Pay Day and Pay Methods	67
40	Cooperation	67
41	Limitation of Agreement	68
42	Holidays	68
43	Vacations	71
44	Wages	76
45	Differential Payments	76
46	Conduct of Union Affairs	77
47	Telephone Concessions	78
48	Supplemental Income Protection Plan	79
49	Force Adjustments	81
50	Retirement Savings Plan	84
51	Standby	86
52	Term of Agreement	88
53	Uniform Program	89
54	Incentives	90
	Signature Page	91
	Appendix A – Wage Schedules	92-94
	Appendix B – Pension Tables	95-96
	Memorandum of Agreements:	
	Home Garaging	97
	Temporary Assignments	99
	Grievance Mediation	101
	Letter Agreement – Job Titles	103
	Index	A-C

TABLE OF CONTENTS (ALPHABETICAL)

Article	Subject	Page
31	Accident and Sickness Benefits Plan	50
	Appendix A – Wage Schedules	92-94
	Appendix B – Pension Tables	95-96
4	Arbitration	14
2	Authorized Payroll Deductions	6
21	Board, Lodging and Travel Allowance	35
20	Bulletin Boards	34
13	Call Out Pay	27
46	Conduct of Union Affairs	77
40	Cooperation	67
	Definitions and Applications	1
45	Differential Payments	76
37	Distribution of Agreement	64
49	Force Adjustments	81
	Grievance Mediation (Memorandum of Agreement)	101
3	Grievance Procedure	10
32	Health and Welfare Benefits	55
14	Health, Safety and Appearance	28
42	Holidays	68
	Home Garaging (Memorandum of Agreement)	97
27	Hours of Work	42
54	Incentives	90
15	Inclement Weather	30
23	Job Descriptions	37
	Job Titles -Letter Agreement	103
9	Leaves of Absence	22
	Letter Agreement – Job Titles	103

Article	Subject	Page
41	Limitation of Agreement	68
26	Lockouts and Strikes	41
25	Management Rights	40
	Memorandum of Agreements	97-103
11	Military Leave	25
24	Moving Expenses	38
22	Non-Discrimination	36
12	Overtime	25
8	Paid Absences	20
39	Pay Day and Pay Methods	67
33	Pension Agreement	57
5	Personnel Records	15
38	Physical Examinations	64
	Preamble	1
35	Probationary Period	63
30	Promotions and Job Bidding	48
1	Recognition	6
17	Relief and Lunch Periods	31
50	Retirement Savings Plan	84
36	Rules	64
19	Schedules	33
7	Seniority	17
34	Separability	63
6	Severance Pay	16
	Signature Page	91
51	Standby	86
48	Supplemental Income Protection Plan	79
47	Telephone Concessions	78
28	Temporary Assignments	44
	Temporary Assignments (Memorandum of Agreement)	99
52	Term of Agreement	88

Article	Subject	Page
16	Tools	30
29	Transfers	45
53	Uniform Program	89
10	Union Leave of Absence	24
43	Vacations	71
44	Wages	76
18	Work Jurisdiction	32

PREAMBLE

THIS AGREEMENT, made this 1st day of **September 2014**, by and between UNITED TELEPHONE-SOUTHEAST LLC, a Virginia corporation, d/b/a CenturyLink hereinafter referred to as the "COMPANY," and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "UNION". R

DEFINITIONS AND APPLICATIONS

Able and Fit:
The employee meets all the minimum requirements for entering the job and is physically able to perform the job. This includes but is not limited to, successful completion of appropriate tests, etc.

Brothers-in-law:
The spouse of your blood brothers or sisters and the blood brothers and sisters of your spouse.

Calendar Week:
The period of time between Sunday at 12:01 A.M. and the following Saturday at 12:00 Midnight.

Call-Out:
A request by the Company to the employee during non-scheduled hours of the employee to report to work: (1) as soon as possible; (2) for an unspecified period of time; or (3) with no more than two (2) hours' notice.

It is recognized that due to the nature of our business and the necessity of providing continuous service, employees may be called upon to work call out and overtime hours. Call outs after hours are a normal part of the business and employees are expected to be available and accept call outs. N

Compensation:

a) Pay – Applicable Rate of:
The rate of pay for hours worked which may be subject to differential pay, premium pay, and/or overtime pay all of which shall be in accordance with the terms of the Labor Agreement.

b) Pay-Basic Rate of:

The rates of pay for a given classification as set forth in the wage schedule of the Labor Agreement, exclusive of all differentials (except permanent differentials), premiums or other extra payments.

c) Pay-Differential:
A payment, in addition to the basic rate of pay made to employees who are assigned by the Company to assume additional duties and responsibilities or work assigned hours as specified in **Article 45**, DIFFERENTIAL PAYMENTS.

d) Pay-Overtime:
One and one-half (1 1/2) times the straight-time regular rate of pay.

e) Pay-Premium:
Pay for non-overtime work, at hourly rates equal to the overtime rate; for example, pay for Sunday work.

f) Pay-Straight Time or Regular Rate of:
The employee's basic rate of pay for the job assigned in accordance with the appropriate wage schedule with added effective premiums and/or differentials, if any.

Connecting Work:
Any work that connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period, such break shall not change the connecting nature of such work.

Continuous Service:
An employee's total length of continuous service with the Company calculated from his/her last day of employment.

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. A copy of which was provided to the Union.

The Company has the exclusive right to amend, modify, or discontinue the Bridging of Service Policy at any time so long as

the changes are uniformly applied to all eligible employees, both represented and non-represented of the Company.

Disciplinary Action:
Disciplinary Action includes any written warning, suspension, discharge or other action where a written record is kept. R

District:
One of multiple exchange groups within the Company's operating area, as designated by the Company.

Employee-Regular Full-Time:
One who is hired for continuous employment, accumulates accredited service and seniority, and is entitled to all the benefits and coverages as set forth in this Agreement. A regular employee's normal assignment of work is forty (40) hours per week.

Employee-Regular Part-Time:
An employee who is normally assigned to work less than the number of hours in the normal workweek. Positions in this category are normally scheduled to work less than 30 hours per week. Other benefits are applicable according to Company policy and retirement and savings plans eligibility are governed by the plan documents. R

Employee-Temporary:
Either a full-time or part-time employee hired for period of time not to exceed six (6) months, unless extended by mutual agreement. Such employees are entitled to receive overtime pay, premium pay, and differential payments as applied to any other employees and Workers' Compensation but no other employee benefits.

The Company shall notify the Local, in writing, when a temporary employee is hired and the expected duration of their employment is under six (6) months.

Misdistribution:
A misdistribution occurs when the employees in a classification are all needed (as determined by the Company) but not all of the employees in that classification are assigned to the work group where they are required.

Principal Exchange:
One or more headquarter exchanges located within a District as designated by the Company.

Promotion:
The change of an employee from one job classification to another job classification which is on a wage schedule providing for a higher top rate of pay than the job which the employee vacated. Qualified: (1) The employee has completed the necessary training (formal and/or on-the-job), has satisfactorily performed the specified job and can demonstrate his/her ability to perform the job after a minimum period of orientation. Performance of the job at this Company or the performance of substantially all of the duties of the job for another employer for wages will be considered. However, employment with another employer will be given consideration only if the employee has previously notified the Human Resources Department, in writing, of the employment and the Company can verify the employment and the job duties associated with it; or (2) The employee has completed the necessary training (formal and/or on-the-job) to perform the job, and can demonstrate his/her ability to perform the job after a minimum period of orientation.

Reclassification:
The change of an employee from one job classification to another job classification which is on a wage scale providing for an equal or lower top rate of pay than the job which the employee vacated.

Seniority:

An employee's total continuous service with the Company calculated from his/her last day of employment.

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. A copy of which was provided to the Union.

The Company has the exclusive right to amend, modify, or discontinue the Bridging of Service Policy at any time so long as

the changes are uniformly applied to all eligible employees, both represented and non-represented of the Company.

Sisters-in-law:
The spouse of your blood brothers or sisters and the blood brothers and sisters of your spouse.

Split Tour:
Tour broken into segments or parts.

Sunday Work:
Any time worked on Sunday, as provided in Section 13.01 and 27.02 of this Agreement.

Technological Change:
Changes in equipment or methods of operation.

Tour:
Normal workday. A tour refers to a workshift and not the calendar day.

Transfer:
A change of an employee from one exchange to another or from one job location to another in the same job classification only.

Work Group:
An employee or a group of employees within the District, or smaller unit, who have the same job classification, normally engaged in the same or similar work, regularly interchange on work assignments or relieve each other.

Work Leader:
The term "Work Leader" refers to:

- an employee assigned the responsibility of directing the work of a group of employees and is required to perform some of the same work as that of the group directed.
- an employee assigned for eight (8) hours or greater to the responsibility of temporary acting supervisor in the supervisor's absence; or

- an employee assigned to duties not specifically associated with the scope of the employee's job description whereby the employee provides direct support to the supervisor. Functions may include, but are not limited to, material management, Work Activity (WA) administration, and WA closing/reconciliation.

Work Schedule:
A weekly work schedule shows the days and hours an employee is assigned to work. Work schedules are posted on bulletin boards or otherwise made available to employees to whom they apply.

ARTICLE 1
RECOGNITION

1.01 The Company recognizes the Union or its successors or assigns as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for all employees presently listed under Wage Schedules 1 through 11 in Appendix "A" herein, of the Operations Departments of the Company who work in areas presently served by the Company in the State of Tennessee and in the State of Virginia, but excluding all other employees, confidential employees, professional employees, guards and supervisors, as defined in the Act.

ARTICLE 2
AUTHORIZED PAYROLL DEDUCTIONS

2.01 UNION DUES.

The Company agrees to honor assignments of wages for purposes of periodic dues and initiation fees given by any of its employees covered by this Agreement, and filed by the Union with the Company **during the term of the Agreement**, provided, however, that such assignment be in the following form.

R

A. (Please Print)
Name: _____
Last Name Given Name Middle Name

Department: _____ R

_____
Social Security No. Local No.

_____
Work Location (City or Town) (State)

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

Beginning in _____, ____
(Month) (Year)

I hereby authorize the _____ to deduct each month from my salary or wages, sickness or accident disability payments, other benefit payments, or vacation payments the amount of my regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deductions in a subsequent payroll period. This authorization shall continue in effect until canceled by written notice from the Secretary-Treasurer of the Communications Workers of America, or until canceled by written notice given by me during the ten (10) day period prior to the date one (1) year from the effective date of the current Agreement between the Company and the Union, or during the ten (10) day period preceding each subsequent annual anniversary of such effective date.

_____ _____
(Date) (Signature of Employee)

2.02 Authorization for payroll deductions for Union dues under this Article may be revoked by the employee or by an authorized representative of the Union under the following conditions:

A. For those employees on the Dues Deduction Card (form 10-73) by written notice to the Company and the Union during the ten (10) day period prior to the date one (1) year from the effective date of the current Agreement between the Company and the Union, or during the ten (10) day period preceding each subsequent annual anniversary of the effective date. R

Revocation of any authorization shall be automatically effective the next succeeding payroll period after an employee covered herein is promoted, transferred or otherwise separated from the bargaining unit.

2.03 Payroll deductions for Union dues under this Article shall be made by deducting one-half (1/2) of the monthly deduction from each of the first two (2) pay periods ending in each calendar month, beginning with the first such pay period ending subsequent to the effective date of this Agreement, provided, however, no wage deduction shall be made as to any employee whose authorization is not filed with the Human Resources Department or such other Department as may be designated from time to time by the Company sufficiently in advance to be taken into account in preparing the then current payroll.

2.04 In the event an individual employee's earnings after all deductions during the payroll period are not sufficient to cover the payroll deduction herein authorized for Union dues, such payroll deduction shall be suspended for that payroll period and automatically resumed when said employee's earnings in either of the first two (2) payroll periods ending in any subsequent calendar month are sufficient to cover said deduction. Dues deductions shall be suspended during periods of leave of absence or layoff. When the employee is returned to the payroll, deduction of Union dues shall be resumed automatically.

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

2.06 Each month, the Company shall furnish the Union and the Local a list of employees in the bargaining unit. This list will include the names of the employees, their addresses,



their Social Security Number, exchange location, job classification, Seniority Date, current wage rate, Union Membership status, employment status, Union dues deducted for that month and the names of employees whose deductions were omitted because of leave of absence or insufficient pay. If an employee is transferred or promoted to a position outside the bargaining unit, the Company will discontinue, at that time, the deduction of Union dues and will notify the employee and the Union that his/her new position is not covered by this Agreement.

2.07 CWA SAVINGS AND RETIREMENT TRUST. The Company agrees to continue its present practice of payroll deductions for CWA Savings and Retirement Trust plan, with a "Hold Harmless" clause per the agreed to Joinder Agreement.

2.08 HARDSHIP FUND. The Company agrees to transfer to the Local 3871 Hardship Fund, deductions as in the amount as submitted by the employee/s on appropriate authorization.

2.09 CWA-COPE. The Company agrees to continue its present practice of voluntary payroll deductions for CWA-COPE and remit all such payroll deductions to the person and place designated in writing by the Union on a monthly basis. Payroll deductions shall be made in equal amounts from twenty-four (24) biweekly pay periods each year.

a) Authorization for payroll deductions, on a form approved by the Company, may be changed or revoked by the employee at any time, to be effective the next succeeding payroll period after receipt by the Company.

b) The Union agrees to reimburse the Company a cost sufficient to recover expenses incurred in computer processing, voucher preparation, account reconciliation, file space and other overheads. This cost is currently estimated at five cents (5¢) per deduction. The Company retains the right to adjust the reimbursement rate to reflect changes in the expenses incurred.

2.10 The Union guarantees the genuineness of all signatures on all payroll deduction authorizations furnished to the Company hereunder.

2.11 The Union agrees to indemnify, defend and save harmless the Company from any and all loss or liability by reason of any amounts deducted and remitted to the Union under the provisions of this Article.

2.12 The Company will make every effort to invite the union to participate in new employee orientation.

2.13 The Company's obligations under this Section 2.01 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 checkoff obligation. N

ARTICLE 3
GRIEVANCE PROCEDURE

3.01 The word "grievance" as used in this Agreement means a complaint presented by the Union against the Company, the Company against the Union, by an employee or group of employees against the Company, in accordance with the grievance procedure, alleging failure to comply with some specific provision of this Agreement. **If the Agreement expires and/or is terminated, grievances may be processed through the grievance procedure outlined below but will not proceed to arbitration.** N

3.02 The Union agrees to maintain, during the term of this Agreement, authorized Shop Stewards and/or a Grievance Committee who are employees of the Company. The Union further agrees to promptly notify the Company, in writing, of their names, and from time to time, of any changes as they occur. Only those so authorized by the Union will be recognized as Union representatives by the Company.

3.03 Any individual employee or group of employees shall have the right to present to and adjust with the Company any grievance as provided in Section 9(a) of the National Labor Relations Act, as amended, provided, however, that the Union has been given an opportunity to be present at such adjustment.

3.04 Except as otherwise mutually agreed by the Company and Union, no grievance shall be entertained by the Company except in the following order and manner, and within the following time limits:

Step 1: INFORMAL STEP: The aggrieved employee and/or Steward shall within ten (10) calendar days from the occurrence of the facts giving rise to the grievance present the grievance orally to his/her immediate Supervisor, and they shall promptly attempt to resolve the complaint informally. The aggrieved employee and/or Steward shall notify the Supervisor that this is being considered Step 1 of the grievance procedure. The Supervisor will have up to ten (10) calendar days in which to respond.

Step 2: If the grievance is not resolved satisfactorily under Step 1 above, the aggrieved employee or the Union Representative shall reduce the grievance to writing, in duplicate, on a form provided by the Company, identifying the grievance, setting forth the facts giving rise to the grievance, including the Contract provision alleged to have been violated, and the remedy requested. The written grievance shall be presented by the Union Representative to his/her immediate Supervisor within ten (10) calendar days of the Company answer under Step 1 above. The immediate Supervisor shall forward the grievance to the next appropriate level of management or his/her representative or equivalent.

This level of management, his/her representative or equivalent, shall discuss the grievance and answer, adjust, or settle it with the appropriate Union **President** or his or her authorized representatives, within ten (10) calendar days, unless otherwise mutually agreed, after the written grievance is presented. R

Step 3: If the grievance is not satisfactorily settled at Step 2 above, the International Representative or his/her authorized representative, may appeal and shall present the written grievance to the Company's designated **Labor Relations** representative, within thirty (30) calendar days after the Company's answer under Step 2. The Company's designated **Labor Relations** representative, shall discuss the grievance, and answer, adjust or settle it with the International Representative and/or Local President or his/her authorized representative, within thirty (30) calendar days, unless otherwise mutually agreed, after the appealed grievance is presented. Thereafter, the case will be considered closed unless notice to arbitrate under Article 4, ARBITRATION, Section 4.01, is presented.

3.05 Failure, by the Company Representative, to meet the time limits at any level of the grievance procedure below Step 3 shall constitute an automatic appeal to the next level. Failure, by the Union Representative, to meet the above time limits shall constitute rejection of the grievance.

3.06 All grievances relating to Article 30, PROMOTIONS AND JOB BIDDING, which challenges the selection of an employee, will remain at Step 3 until the Union shall designate the employee or employees whom it contends were erroneously selected instead of the designated aggrieved employee or employees.

3.07 All grievances shall be handled during working hours, and without loss of pay for scheduled work. No employee will be paid for time spent in traveling from one (1) district to another except for scheduled working hours for the Local President or his/her designated representative at Step 3. No employee will be paid for grievance procedures administered during non-scheduled working hours. The Company agrees to pay the Local President or his/her designated representative for time spent presenting and adjusting grievances with the Company at the final step. At no step of the grievance procedure will the Company pay more than three (3) employees at their regular straight-time rate of pay.

3.08 After a grievance has been presented by the Union, as opposed to one presented by an aggrieved employee

R

under Section 3.03, representatives of the Company shall not discuss the grievance with the aggrieved employee or employees without affording the appropriate Union Representative an opportunity to be present.

3.09 A grievance initiated by the Company, the Union, or Local President, or Local Executive Vice President (on behalf of the Local) shall be commenced at the Step 3 level, as outlined hereinabove.

3.10 At the first two (2) steps of the grievance procedure, not more than three (3) representatives of the Union and more than three (3) representatives of the Company, shall be present. Only one (1) witness may be in the meeting at any one (1) time. At the final step of the grievance procedure, not more than three (3) employees who are representatives of the Union and not more than three (3) representatives of the Company shall be present. Only one (1) witness may be in the meeting at any one (1) time.

3.11 Grievance adjustments at all levels of the grievance procedure shall be final and binding, on all parties, provided the settlement is not a violation of this Agreement, but shall not be used as precedent by either party. However, at the final step of the grievance procedure, it shall be determined if said grievance is precedent setting.

3.12 The Union may reject a Company answer at any level of the grievance procedure. Any such rejection shall close the grievance without prejudice to the Union's contentions regarding the merits of the grievance. While the rejected grievance may not be later reinstated, should the substance of that grievance become the basis of future disciplinary action or Contract interpretation, either party may present information regarding the merits of the rejected grievance in the context of the new grievance situation. In the event a rejected grievance is submitted as evidence at arbitration, the Arbitrator shall have no authority to award monetary relief or damages for the rejected grievance(s).

3.13 To expedite grievance management, meetings may be conducted via conference call upon mutual agreement.

ARTICLE 4
ARBITRATION

4.01 Only grievances involving the interpretation or violation of the express provisions of this Agreement shall be subject to arbitration. Any such grievance that cannot be satisfactorily settled in negotiation between the Company and the Union shall be submitted to an Arbiter for decision. Demand for arbitration **during the term of the Agreement** must be made in writing by the Union, and served on the designated Human Resource Representative within sixty (60) calendar days after the date of the Company's statement of position at final step of the grievance procedure. All matters pertaining to wages are expressly excluded from arbitration.

4.02 The Union shall within 60 days after notification to the Company, submit a written request from The Federal Mediation and Conciliation Service (FMCS), for a panel of seven (7) members of the National Academy of Arbitrators with a simultaneous copy to the Company's Labor Relations Manager. After receiving the list of arbitrators, and within 15 workdays of its receipt, both parties shall select an arbitrator by alternately striking from the list of seven names. The Union, as moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.

4.03 The Arbiter so appointed shall conduct a hearing and render his decision in writing with all reasonable promptness.

4.04 The decision of said Arbiter shall be final and binding upon the parties hereto on disputes that are the proper subject of arbitration hereunder.

4.05 Any Arbiter appointed hereunder shall be bound by all the terms of this Agreement and shall have no power or authority to change the Agreement in any particular, or to add to or take away from its terms, or to make a new Agreement for the parties.

4.06 The expense of the arbitrator as well as other joint expenses of conducting the arbitration shall be borne

equally by the Union and the Company; however, each party shall bear the expenses of its own representative, of its own witnesses, and of preparing and presenting its own case. Either party shall have the right to request the presence of a court reporter to prepare a written transcript of evidence. The party that requested the court reporter shall pay for the expense. If the other party requests a copy of the transcript, then the expense shall be shared equally.

4.07 Employees losing time as a result of participation in proceedings under this Article shall be made whole by the party on whose behalf they appear.

4.08 The Company and the Union agree to the timely disposition of all arbitration cases and believe it is in the best interests of both parties to avoid delays in hearing cases. Any grievance arbitrated under this section the Company will under no circumstances be liable for back pay for no more than twelve (12) months less any earnings.

ARTICLE 5
PERSONNEL RECORDS

5.01 It is the intent of the Company to issue discipline in a timely manner. When disciplinary action is taken against an employee, the employee shall be so advised and the entry shall be subject to his/her inspection. After such inspection, the employee may initial and date the entry as acknowledgment of having inspected and received the entry on that date.

5.02 The Company agrees to make available to the Union information from an employee's personnel file necessary to resolve or present a grievance matter, provided that the Company is furnished with the employee's prior written consent to such release of information. Upon reasonable notice, this information will be made available to the Union at the employee's reporting location.

5.03 An employee may review his/her personnel file on a semi-annual basis.

5.04 All entries of employee evaluation and disciplinary action shall be brought to the attention of the employee and discussed with him/her.

ARTICLE 6
SEVERANCE PAY

6.01 Regular employees who are laid off under the provisions of Article 7, SENIORITY, Section 7.04, or who are retired at age seventy (70) or older and are not otherwise eligible for benefits under Article 33, PENSIONS, herein, will receive severance pay at their straight-time hourly rate, including differentials, according to length of continuous service with the Company, as follows:

a) Length of Continuous Service

Employees will receive severance pay at the time of the service termination in accordance with the following; not to exceed fifty (50) weeks:

Completed Net Credited Service	Number of Weeks Pay
0 - 1/2 year	0
1 - 10 years	1 week for each completed year
11 years	14
12 years	15
13 years	16

Completed Net Credited Service	Number of Weeks Pay
14 years	18
15 years	19
16 years	24
17 years	26
18 years	27
19 years	29
20 years	30
Additional weeks' pay for each year over 20	1.5

b) Such severance pay shall be in addition to earned pay and vacation pay to which the employee may be eligible and without regard to unemployment benefits.

c) Such severance pay shall begin within one (1) month of layoff and shall be payable for the number of weeks indicated in this Article, at regular payroll periods, until paid in full or the employee is recalled by the Company or rehired by the Company, whichever occurs first. At the Company's discretion, severance pay may be paid in a lump sum.

6.02 Employees who have once received severance pay, and have later been re-employed or recalled, must complete one (1) full year of employment before being eligible for severance pay for a subsequent layoff, and the amount of such severance pay shall be based on the period of employment between the date of the employee's most recent re-employment or recall and the subsequent layoff.

6.03 Severance pay may be paid to employees leaving the employment of the Company for other reasons, but no such severance pay will be paid to an employee dismissed for misconduct or who voluntarily quits.

ARTICLE 7
SENIORITY

7.01 Seniority for regular full-time employees is defined as the employee's total continuous service with the Company calculated from his/her last date of employment.

7.02 Seniority for regular part-time employees is defined as the employee's total continuous service with the Company calculated from his/her last date of employment and accrued on a pro rata basis commensurate with the normal scheduled hours as stated and agreed upon at the time of employment.

7.03 Former employees re-employed by the Company shall receive a seniority credit equal to the term of their prior employment, upon the completion of five (5) years of continuous service, computed from date of most recent re-employment. Such prior employment seniority credit shall

be equal to all previous periods of continuous Company employment of greater than six (6) months' duration. Except as otherwise provided in Section 7.05, employees who are transferred into the bargaining unit shall receive a seniority credit equal to the term of their prior employment upon the completion of five (5) years of continuous service computed from the date of transfer.

7.04 In the event of a reduction in force, the employee with the least seniority in an affected work group and job classification shall be the first employee laid off, provided there are senior employees available in the work group who are qualified and fit to perform available work. Any employee displaced by such layoff who is senior to an employee in his/her same wage scale or a lower job classification, and who is qualified to perform the work of such junior employee, may displace such employee. **The bumping employee must have held the job title previously and have the skill and qualifications to perform the new job with a minimum of on-the-job training and familiarization (defined as 30 working days or less).** N

7.05 On recall, the Company shall offer eligible laid off employee(s) in order of seniority, the opportunity to fill vacancies. The employee(s) will be notified by certified letter, sent to the last address furnished to the Company by the employee, of the offer. A laid off employee who wishes to accept an offer of recall shall notify the Company of such intention immediately, but not later than ten (10) calendar days after the mailing of said letter. The senior employee(s) accepting the offer shall be notified by the Company when and where to report to work. Failure to notify the Company as specified in the notice or to report for work, if so notified, shall result in the employee's termination unless the employee presents an excuse acceptable to the Company. The priority for recall is established in **Article 49**, FORCE ADJUSTMENTS.

a) In the event an employee on layoff status is not recalled within **eighteen (18)** months from the date of his/her layoff, the employment status of such employee shall be considered terminated. R

b) However, if an employee is recalled under this provision and the reporting location to which he/she is recalled is more than thirty-five (35) miles from the reporting location from which he/she was originally laid off, he/she may accept the recall and transfer/reclassify to the new job or he/she may decline the new job and remain on layoff status as though the offer had not been made.

c) Any other provision of this Agreement notwithstanding, an employee being recalled may be recalled to a job in his/her family of skills and to other vacancies of higher rated jobs, if qualified.

d) In no event would the employee's layoff status exceed **eighteen (18)** months as contained herein. R

e) No employee shall receive progression increases while on layoff. Upon recall or re-employment, the employee will be placed on the appropriate step on the wage scale in accordance with Article 29, TRANSFERS, Section 29.03, or Article 30, PROMOTIONS AND JOB BIDDING, Section 30.05 and 30.06, or **Article 44,** WAGES, **Section 44.02**, as appropriate, retaining all time earned toward the next step.

f) An employee's seniority shall continue during any part of this **eighteen (18)** months layoff or extension described in 7.05 a) above. R

7.06 If an employee is recalled to a classification, exchange or location other than the one where he/she was permanently located before layoff and/or being bumped, such employee shall be given a priority consideration, by seniority, upon written request, to return to his/her original classification and/or reporting location, if qualified. The priority for return is established in **Article 49**, FORCE ADJUSTMENTS.

7.07 All employees who are transferred to jobs outside the bargaining units represented by the Union shall not retain and accumulate seniority.

7.08 A supervisory employee, who because of bona-fide illness verified by a physician and disclosed fully to the Union, is

returned to a job within the bargaining unit may be placed in the same or similar job held prior to becoming a Supervisor, with full seniority retained and accumulated since most recent date of hire; provided, however, nothing herein shall cause a member of the bargaining unit to forfeit his/her current position, location or layoff status because of said compassionate return.

7.09 An employee promoted, reclassified or transferred to a new job will be considered the junior employee in the particular work group to which he/she is promoted, reclassified or transferred for purposes of scheduling preference until the employee becomes qualified after date of entry into the new job.

7.10 Employees entering the bargaining unit from another IBEW or CWA unit within the Company that offers reciprocal seniority recognition will have their bargaining unit seniority bridged at 100% immediately. The Company will provide the Union with a list of CenturyLink reciprocal language and effective dates for other CWA/IBEW units.

7.11 Effective September 1, 2008, seniority for new employees hired on the same day will be determined by using the last four digits of the employees' social security numbers with the higher number being more senior.

ARTICLE 8
PAID ABSENCES

8.01 In the case of death in the immediate family of an employee, excused time off, with pay for scheduled time, will be granted for up to five (5) consecutive workdays. The term "immediate family" as used herein, is defined as mother, father, brother, sister, spouse, child, stepparent, stepchild, stepbrother and stepsister. In addition, excused time off, with pay for scheduled time, will be granted for up to three (3) consecutive workdays for other covered family members. The term "other covered family members: as used herein, is defined as aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparent-in-law. Additional time off, without pay, may

be granted if necessary and requested, at the Company's discretion.

Employee(s) will be excused, without pay, for a reasonable amount of scheduled time while serving as a pall-bearer in a funeral. The Company may limit the number of employees from any one (1) work group who may be excused.

8.02 The Company shall be promptly notified prior to intended absence or funeral leave. In no case will payment be granted in lieu of time off, nor will payment be made if death and funeral occur during the employee's vacation period or other non-work time.

8.03 Any regular full-time employee or regular part-time employee shall be excused from his/her regular duties on any day he/she is required to serve on jury duty, or as a subpoenaed witness (unless as a plaintiff), provided appropriate proof of such requirement is provided to the Company within a reasonable period of time prior to any such service. Accordingly, the employee will receive their regular straight-time pay in addition to the jury duty or witness pay.

8.04 In order to be eligible for this benefit, employees who are dismissed from jury duty or witness duty with one-half (1/2) or more of their tour remaining shall report to work for the remainder of their tour. Hours on such duty on days not scheduled to be worked will not be paid by the Company. Employees are requested to work full-time when not actually required to perform services as specified above. Employees whose regular weekly work schedules are inconsistent with the normal hours of the court or grand jury involved, and who serve on a jury or who perform services in a governmental election or appear as a subpoenaed witness shall be permitted to reschedule their work in order to receive the benefits under this Article notwithstanding the provisions of Article 7, SENIORITY, and Article 19, SCHEDULES. The subpoenaed employee will notify his/her Supervisor immediately upon being served with a subpoena.

ARTICLE 9
LEAVES OF ABSENCE

9.01 **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 eighteen (18) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available PTO/ Vacation/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/ Personal Leave. R

9.02 **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.

9.03 **Disability Leave**

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/Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits. R

9.04 **General Rules Governing Leaves**

The following rules shall apply to all leaves:

(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 approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.

(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.

(3) The 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 and applies for or is receiving any benefits financed by the Company; and "fitness for duty" examinations.

(4) 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.

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

ARTICLE 10
UNION LEAVE OF ABSENCE

10.01 When necessary, and upon written notice to the Company by the Local President of the Union, employees will be granted leaves of absence for the performance of lawful Union business, without pay, for not more than sixty (60) consecutive days at any one (1) time and not more than one hundred twenty (120) days in any one (1) calendar year. If possible, any employee desiring such leaves of absences shall notify his/her immediate Supervisor at least ten (10) calendar days prior to the time the leave is to begin and shall specify the length of time he/she will be absent. The status of employees absent under this Article shall be the same as that of other employees excused from duty for good and compelling reasons. Leaves of absence under this Section will be granted to an extent commensurate with the Company's service obligations.

10.02 Employees whose Union duties require their absence for periods in excess of those covered in the preceding Section may be granted a leave of absence, without pay, for periods not to exceed a total of nine (9) years, provided, however, that such employee will only accumulate his/her seniority for a six (6) year period. Not more than three (3) employees shall be granted such leaves of absences at any one (1) time.

Request for such leaves of absence shall be made by the employee and the International Union Representative, in writing, at least two (2) weeks prior to the beginning of such leaves of absence. The Company shall give a written reply to any such request. Employees granted a leave of absence under this Section shall notify the Company, in writing, at least two (2) weeks prior to the termination of such leave as to whether he/she will return to work at the expiration of his/her leave of absence.

Employees returning from a leave of absence under this Section shall be reinstated to a job equal in pay to that which he/she held prior to taking the leave of absence, provided he/she is qualified to perform the work.

ARTICLE 11
MILITARY LEAVE

11.01 Any regular full-time or regular part-time employee who is a member of the National Guard, State Guard or Reserve component of the United States Armed Forces, when ordered to report for training by his/ her commanding officer to any training center or camp, when such training cannot be obtained outside of said employee's scheduled working hours, shall be excused by the Company to receive such training upon his/her giving at least fourteen (14) days prior written notice to his/her Supervisor. An employee granted absence for such training shall be paid, up to a maximum of two (2) calendar weeks, a sum which, when added to the payment received for such military training, shall equal straight-time pay which the employee would have earned for the same two (2) weeks, provided he/she furnishes the Company written proof from his/her commanding officer of such time spent in training and the payment received for such military training. Such payment will be made but once in any calendar year.

11.02 The parties agree to follow the Veteran's Re-employment Rights, Chapter 43 of Part III of Title 38, U.S. Code, in connection with the re-employment rights of veterans.

11.03 Employees whose regular weekly work schedules are inconsistent with the normal hours of military training shall be permitted to reschedule their work and off days.

ARTICLE 12
OVERTIME

12.01 Pay at the rate of one and one-half (1 1/2) times an employee's straight-time rate of pay will be paid to all regular full-time or temporary full-time employees for: (a) all hours worked in excess of a normal scheduled tour; (b) all hours worked in excess of five (5) normally

scheduled tours in any one (1) calendar week; (c) all hours worked on scheduled days off; and (d) all hours worked outside the schedule posted by the Company.

Pay at the rate of one and one-half (1 1/2) times an employee's straight-time rate of pay will be paid to all regular part-time or temporary part-time employees for: (a) all hours worked in excess of eight (8) hours in any one (1) tour; and (b) all hours worked in excess of forty (40) hours in any one (1) calendar week.

12.02 Nothing herein shall be construed to require payment of both daily and weekly overtime for the same hours of work and there shall be no pyramiding of premium pay.

12.03 The Company and Union recognizes the need to improve the administration of overtime and agree to a joint committee to track and review overtime issues. It was further agreed that overtime hours connected to regular work schedules will not be accumulated and used for equalizing overtime during the life of the labor agreement. Instead the Company will utilize current mechanized processes to track actual connecting overtime hours worked. A report will be prepared by work group and reviewed on a quarterly basis by a committee consisting of two Union representatives (designated by the CWA Representative), the Employee Relations Specialist (or designee), and a member of the Customer Services Staff. The purpose of the committee is to encourage fairness, simplification and easier administration of overtime.

Unequal overtime distribution will be equalized by the assignment of compensating overtime when available.

For the purposes of equalization, a Select Overtime List will continue to be used and established for each work group.

12.04 Nothing in this Article shall be construed to limit the Company's right to use the minimum number of skills necessary to accomplish the overtime work, or to require employees to work overtime based on service requirements.

ARTICLE 13
CALL-OUT PAY

13.01 When an employee is on call-out, he/she shall be paid at the overtime rate as follows:

a) A minimum of two (2) hours at the overtime rate or premium rate for Sunday if the call-out starts at or after 7:00 A.M. and before 7:00 P.M.

b) A minimum of three (3) hours pay at the overtime rate or premium rate for Sunday if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.

c) A minimum of three (3) hours pay at the overtime rate or premium rate for Sunday for employees working tours ending at 8:00 P.M. or later if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. the following day.

The non-productive hours on call-outs on Sunday shall not count as base hours for the purposes of calculating overtime.

A call-out is part of the workday on which such call-out begins, except hours actually worked on Sunday shall be paid at the premium rate. Call-out pay is started from the time the employee reports to work, and will continue until his/her work assignment is completed.

Due to technological improvements, employees may be able to handle and resolve a call-out from home that does not require travel to the report center or to the customer location. In this situation, the employee will be paid a minimum of one (1) hour at the employee's overtime rate of pay, to resolve the problem at home. If the time worked exceeds one (1) hour, then the actual time worked to resolve the problem will be paid at the overtime rate. N

When an employee performs work under this Section, he/she will be advised of the work to be performed, and he/she will be granted a travel allowance of five dollars and fifty cents ($5.50). However, if the call-out connects

with the employee's next scheduled work tour, the employee will be granted a travel allowance of two dollars and fifty cents ($2.50). Under no circumstances will an employee be granted a travel allowance if no travel is involved.

13.02 An employee shall not be paid any call-out pay if he/she refuses to accept and perform the work assigned to him/her.

13.03 If an employee is called out more than once within a two (2) hour period in relation to the same trouble, it will be treated as one (1) call-out period.

13.04 When the employee's next scheduled work tour connects with the call-out, the overtime rate shall terminate at the beginning of the employee's regular tour and there shall be two (2) hours minimum guarantee; however, the minimum guarantee shall only be one (1) hour if the employee/s is on Company premises when requested to work under this Article.

13.05 Hours paid on call-out shall be considered as overtime hours for purposes of equal distribution of overtime in accordance with Article 12, OVERTIME, Section 12.03.

ARTICLE 14
HEALTH, SAFETY AND APPEARANCE

14.01 The maintenance of proper health and sanitary conditions, and the observance of all laws relating to fire protection and safety, are of mutual concern to both the Company and the Union.

a) To aid employees in maintaining proper health, each employee may take up to eight (8) hours per year personal time, no pay and non-chargeable, for the purposes of keeping doctor, dentist and vision appointments.

14.02 Each employee has a primary responsibility to observe practices of cleanliness, neat dress and good appearance.

14.03 The Company will reimburse employees up to $100 annually or a maximum of $300 over the life of the agreement effective January 1, 2012, upon presentation of receipts, towards the purchase or repair of safety footwear for those employees in positions which are required under OSHA regulations to wear such footwear. Any additional expense will be the responsibility of the employee.

a) The Company will make the determination of which employee classifications will be required to wear safety footwear.

b) The Company will determine what is considered acceptable safety footwear with respect to appearance and functionality.

c) The employee may select the vendor.

d) Safety footwear for this purpose must meet the current ANSI Z41.1 Class 75 safety requirements.

14.04 The Company will pay 100% of the cost of prescription safety glasses for employees in positions which require the wearing of safety glasses. Any additional expense beyond what is noted in this article will be the responsibility of the employee.

a) The Company will make the determination of which employee classifications will be required to wear safety glasses.

b) Prescription safety glasses for this purpose must meet current OSHA and ANSI recommendations.

c) The Company reserves the right to determine the frames to be used and which vendor(s) may be utilized for the provisioning of prescription safety glasses.

d) Employees are responsible for the cost of eye examinations. The Company will pay for one pair of replacement lenses per year for prescription changes, all repairs to glasses, and up to $20 for fitting fees.

e) The Company will pay for one pair of one prescription or bi-focal prescription safety glasses once every two years unless the glasses are broken during the course of an employee's work beyond repair for reasons other than neglect.

ARTICLE 15
INCLEMENT WEATHER

15.01 Except in service emergencies, employees will not be required to work outside when, in the opinion of the Supervisor, they are unable to safely perform their regular work due to inclement weather.

15.02 Good judgment will be used by the Supervisor in implementing this Article.

ARTICLE 16
TOOLS

16.01 Tools required by employees in the performance of their duties will be furnished by the Company. All tools so furnished will remain the property of the Company and will be returned to the Company when employment terminates.

16.02 Employees who have been or who are furnished tools by the Company will initial for receipt of same and will be held responsible for the proper use, maintenance and care of such tools, and will pay for tools which are damaged or lost through negligence of the employee, ordinary wear, tear, and use excepted. The cost of tools stolen, damaged, or lost, as a result of improper care or negligence on the part of the employee will be billed to the employee at a reasonable replacement charge.

16.03 Subject to Section 16.02, tools lost or damaged will be replaced by the Company within a reasonable time.

16.04 The Company will pay the difference between the regular driver's license and special driver's license required by the Department of Transportation beginning with the first pay period following ratification.

ARTICLE 17
RELIEF AND LUNCH PERIOD

17.01 A paid relief period of fifteen (15) minutes, paid for as time worked, will be granted each employee as near the middle of each work session as is practical, but in no event shall an employee be assigned to start such relief period less than one (1) hour from the beginning and end of each session, unless a service emergency develops, and no employee will be required to work more than two and one-half (2 1/2) hours on a regular session without relief, unless a service emergency develops.

17.02 The lunch periods of all employees shall not be a part of the work day and shall not be paid for, except where scheduling requires that employees eat on the job in which case a reasonable lunch period, with pay, shall be allowed. The length of the lunch period may be thirty (30) minutes, one (1) hour, or some other length, to be determined at the sole discretion of the Company.

17.03 Employees held over after completing their regular tours, shall be entitled to one (1) paid relief period of fifteen (15) minutes after, but not before, completing two (2) hours of overtime work.

Employees on call-out, or employees working overtime prior to their regular shift, shall be entitled to one (1) paid relief period of fifteen (15) minutes after, but not before, completing two (2) hours of actual call-out or overtime work.

17.04 In cases of overtime connecting work, when an employee requests time off for a relief or meal period not otherwise allowed herein, such request may be granted, without pay for time spent, if practicable in view of the nature or expected duration of the overtime work, and there shall be no meal allowance.

17.05 Employees shall not depart from their work stations until the relief or meal period has started and must return to their work stations by the stopping time of said relief or meal period. Company vehicles will not be used in such

instances, except when incidental with route of travel or in a few isolated locations.

17.06 Relief and meal periods may be staggered on an individual basis as governed by service requirements.

17.07 It is mutually agreed that abuse of relief or lunch period privileges by any employee is proper cause for discipline.

ARTICLE 18
WORK JURISDICTION

18.01 The Company recognizes the right of its employees to perform its work, and will make every reasonable effort to plan its work to accomplish this end.

18.02 The Company agrees that in its employment of contract labor forces to assist in the carrying out of its programs of construction, installation, removal, maintenance or repair of telephone plant: (1) it will not employ contract labor where such employment causes a reduction in the normal forty (40) hour workweek of bargaining unit employees; (2) it will not employ contract labor where such employment causes the layoff of any regular employee; (3) it will not employ hourly contract labor in excess of a normal forty (40) hour workweek, except in case of adverse service conditions, such as, but not limited to, natural catastrophes, accidents, and major equipment failures.

18.03 Company employees who are excluded from the bargaining unit will not perform the work of employees covered by this Agreement, except in the case of service emergencies, and for the purpose of giving or receiving training. Overtime work shall not be performed by supervisory personnel until such overtime assignments have been offered to, and excused for, bargaining unit employees who normally perform the work involved in the overtime assignments.

18.04 The parties recognize that there are overlapping functions between engineering, professional employees and personnel in the engineering bargaining unit.

18.05 The parties recognize, however, that there are special circumstances and/or rare occasions when excluded personnel may be appropriately used on work otherwise performed by employees covered by this Agreement.

ARTICLE 19
SCHEDULES

19.01 Work schedules for all employees for the succeeding calendar week shall be posted by noon on Thursday of the current week. Such schedules will show the reporting location, the tours for the succeeding week, including the starting and ending time of such tours, and the time allotted for meal periods. In the event it becomes necessary to schedule an employee to work more than five (5) tours in a calendar week, the sixth day scheduled shall be designated the overtime day.

19.02 The Company agrees to assign full-time and part-time work schedules in accordance with the preference of the full or part-time employees in the order of seniority in their work group, insofar as service requirements permit, provided they are qualified and able to perform the job. However, employees entering the work group subsequent to the selection of work schedules shall be assigned work schedules by the Company until the next regular selection of tours, except as provided in Article 7, SENIORITY, Section 7.09.

19.03 The Company will make a reasonable effort to contact employees on the seniority list, in the order listed, for the purpose of obtaining preferences for choice of tours. Since such contacts, and the assignment to basic tours or to the relief force, will be made in the order of seniority, the time consumed in attempting to contact each employee will be necessarily limited. Accordingly, it is contemplated that employees will express in advance assignments they prefer if they will not be readily available for such contact. Changes shall not be made in any assignment after an assignment is made to the next person on the seniority list.

Employees on vacation, employees on leave of absence who are expected to return on or before the effective

date of the schedule, employees absent from the town of their residence and employees whom the Company was unsuccessful in its efforts to contact, unless they have expressed in advance their preference for a different available tour or an assignment to the relief force, shall be given assignments identical with their present assignment, if available, otherwise, such employees' schedules shall be assigned by the Company.

19.04 Insofar as service requirements will permit, holiday assignments, excluding employee's Personal Holidays, shall be rotated except Christmas Day will be rotated separately.

19.05 By mutual agreement between the immediate Supervisor and the employee or employees involved, tours, schedules and days off may be exchanged.

19.06 To reduce administrative work, where no changes are required in a posted schedule, it shall be considered as the current weekly schedule under this Article.

ARTICLE 20
BULLETIN BOARDS

20.01 The Company will install and maintain bulletin boards upon its property for use by the Union at such locations, and of such size and type, as may be from time to time mutually agreed upon by the parties. The cost of providing, installing, maintaining and relocating such bulletin boards will be paid by the Union, but not to exceed thirty-five dollars ($35.00) for each bulletin board installation or relocation. The bulletin boards shall be designated as Union bulletin boards in a manner mutually agreeable to the Company and the Union.

20.02 Use of such bulletin boards by the Union shall be restricted to the following notices: (a) Union matters; (b) recreational and social affairs of the Union; (c) nomination and election of Union officers; (d) information bulletins containing only factual reports of the progress and results of Union-Company negotiations; and (e) such other matters as may properly be considered as non-

controversial and non-derogatory of the Company and its personnel.

20.03 All notices will be dated the day of posting and the official who posts said notice will be responsible for its removal on a date specified on the notice. Unsigned notices or bulletins may not be posted.

20.04 A copy of every bulletin board notice posted shall be sent by the Union to the Human Resources Department of the Company, or handed by the bulletin board steward to his/her immediate Supervisor.

20.05 Defacing, adding to, or writing over any general notice or bulletin, or posting unofficial bulletins or notices that are controversial and derogatory of the Company and its personnel shall be cause for immediate disciplinary action.

ARTICLE 21
BOARD, LODGING AND TRAVEL ALLOWANCE

21.01 Except where expressly stated within this Article, all expenses paid for board, lodging and travel allowance will be in accordance with the Company's Travel and Expense Policy. A copy of which has been provided to the Union and to all employees. Employees will be responsible for obtaining Company designated credit cards for billing purposes when required by the Company.

21.02 Travel time for assignments involving travel other than normally required between the employee's residence and assigned report center will be paid as follows:

a) Standby - Travel time between employees' residences and their work center, or between employees' first/last work assignment, will be paid at the adjusted base rate. This is true whether or not employees are in a company vehicle.

b) Call Out - Travel time between employees' residences and their work center, or the employees' first/last work assignment, will be paid at the

adjusted base rate. This is true whether or not employees are in a company vehicle.

c) Training or Temporary Assignment - Travel time at the beginning and completion of training or temporary assignments that is in excess of the normal drive time between the residence and the assigned work center, will be paid at the adjusted base rate. This is true whether or not employees are in a company vehicle.

d) While Driving A Personal Vehicle - For employees who receive prior approval to travel by personal vehicle instead of by air, the maximum travel time paid (at the appropriate rate of pay) is limited to the equivalent number of hours it would normally take to travel from the employees' home to the hotel, by means of a commercial air carrier.

e) When traveling via any commercial carrier, employees may be paid for up to eight (8) hours per day. In no case will employees be paid overtime as a result of travel delays.

ARTICLE 22
NON-DISCRIMINATION

22.01 The Company and the Union agree that they will not discriminate against any employee because of race, creed, color, religion, sex, age, national origin or disability.

22.02 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation unless there is a bona fide occupational qualification which dictates the gender.

22.03 The Company agrees not to discriminate against, interfere with, restrain or coerce employees because of membership or lawful activity in the Union. The Union agrees not to discriminate against, interfere with, intimidate, restrain or otherwise coerce any employee because of non-membership in the Union, or for the purpose of inducing such employee to become a member of the Union.

22.04 Complaints alleging discrimination against an individual because of his/her race, creed, color, religion, sex, age, national origin or disability will be subject to the grievance and arbitration procedure of this Collective Bargaining Agreement.

22.05 The Company and the Union will comply with the Americans with Disabilities Act to ensure fair and equitable treatment of applicants and employees with disabilities. The parties herein, will further ensure that reasonable accommodations are afforded to disabled applicants and employees on a case by case basis.

ARTICLE 23
JOB DESCRIPTIONS

23.01 The Company shall prepare and maintain job descriptions for all newly created job titles included within the bargaining unit. Job descriptions shall be sufficient to summarize the main features and general nature of such jobs.

23.02 Job descriptions may include, but are not limited to, a written summary of the duties of the job, the responsibilities, promotional opportunities, general working conditions, qualifications required, material handled, responsibility, tools required in the job performance and the amount of time assigned to various parts of the job.

23.03 The Company shall make available job descriptions to the Union, as well as information in connection with the creation of a new job or substantial change in the nature of an existing job.

23.04 When a new job is created or a substantial change in the nature of the job is affected, rates of pay shall be established by the Company, and unless objected to by the Union within thirty (30) calendar days after the Union receives written notice of said changes, shall be considered as approved. If a complaint arises with respect to any such rate, negotiations concerning the applicable rates shall take place forthwith between the

Company and the Union. Rates shall not be subject to arbitration.

23.05 Employee Training/Retraining

a) When technological change requires additional knowledge and/or skill on the part of employees in the same work location and same classification, a sufficient number of employees in that location and classification will be given the opportunity to acquire the necessary knowledge and skill. The Company will determine which employee(s) will receive the training.

b) When new job(s) in the bargaining unit are created by technological change, the job(s) shall be offered to a sufficient number of present employees within the classification, in seniority order, who are capable of being trained to perform the new job; or the job(s) shall be filled in accordance with **Article 49.04,** VACANCY(S) WITHOUT SURPLUS.

c) The Company reserves the right to require certification. Such certification, however, shall not result in a promotion unless there is a business need.

23.06 The Company and union recognize the value of training to increase employee skills in order to compete in an ever-changing business environment. The parties agree to work together to promote educational programs to bargaining unit employees to include, where possible, programs like CWA/NETT. Training associated with CWA/NETT or similar training is voluntary and taken on the employees own time. Costs associated with this training must adhere to the Company's tuition reimbursement policy.

ARTICLE 24
MOVING EXPENSES

24.01 When an employee moves his/her permanent residence as the result of a change in reporting location and the

change in the reporting location is the result of one of the situations described in this Section and the distance from the original reporting location to the new reporting location is at least thirty-five (35) miles, then the employee shall receive the benefits described in this Article.

a) An employee on layoff status is recalled to a vacancy which he/ she is qualified to perform.

b) An employee is identified as surplus and elects to fill a vacancy, which he/she is qualified to perform, in another work group as provided for in Article 29, TRANSFERS, Section 29.01.

24.02 The employee shall receive, in addition to his/her regular pay, reimbursement for his/her actual costs of transportation, meals and lodging for himself/herself while relocating. He/she shall be reimbursed for actual costs of transportation, meals and lodging for members of his/her immediate family while they are enroute to the new residence. Said employee shall also be reimbursed for his/her reasonable actual costs incurred in moving household furnishings, upon presentation of receipted bill for such, provided said bill is supported by estimates from at least two (2) professional household moving companies, and the move occurs within three (3) months from date of transfer, or as may be extended at the Company's sole discretion. Such employee shall be allowed reasonable time off, without loss of regular pay, to arrange for and move his/her household furnishings. Expenses incurred from relocation at the employee's request are not reimbursable.

24.03 When an employee moves his/her permanent residence as the result of a change in reporting location and the change in reporting location is the result of one of the situations described in Section 24.01 (A) or (B) and the distance from the original reporting location to the new reporting location is less than thirty-five (35) miles, then the employee shall be allowed two (2) days off, without loss of regular pay, to move. To be eligible for benefits under this Section, the move must occur within three (3) months from date of transfer, or as may be extended at the Company's sole discretion.

24.04 Relocation Expenses - Mid-Atlantic Region

Effective August 24, 1993, regular, full-time bargaining employees will be eligible for reimbursement of certain relocation expenses. The expenses must be the result of a Company initiated and approved transfer to a new work location. The commute from the new work location must be at least thirty-five (35) miles further (one (1) way) from the employee's old residence than the old residence was from his/her former place of work. The employee shall receive, in addition to his/her regular pay, reimbursement for his/her actual costs of transportation, meals and lodging for himself/herself while relocating. He/she shall be reimbursed for actual costs of transportation, meals and lodging for members of his/her immediate family while they are enroute to the new residence. Said employee shall also be reimbursed for his/her household furnishings, upon presentation of receipted bills for such, provided said bill is supported by estimates from at least two (2) professional household moving companies, and the move occurs within three (3) months from date of transfer, or as may be extended at the Company's sole discretion. Employee will also be reimbursed actual costs associated with service connection charges for utilities, including telephone and cable TV; appliance connection/disconnection (not to exceed two hundred dollars ($200.00)) for stove, refrigerator, washing machine, dryer, and window air conditioner units; and maid service (not to exceed thirty dollars ($30.00)) at either location, upon presentation of receipted bills. Relocation under this Article will also cover up to thirty (30) days storage for household furnishings if required and supported by receipted bill. Expenses incurred from relocation at the employee's request are not reimbursable.

ARTICLE 25
MANAGEMENT RIGHTS

25.01 It is understood and agreed that the Company has all customary and usual rights, functions, and authority of management.

25.02 Except as may be modified or restricted by the terms of this Agreement or by applicable labor laws, the Company shall have the exclusive right to: direct and supervise the Company's plant and business operations and policies; close or liquidate operations or facilities or combination of facilities or to move such operations or facilities; to install new, or to discard wholly or in part, old methods, procedures, materials, equipment, plant and facilities or standards; establish hours of work and schedules; hire, transfer, and promote; demote, suspend, discharge and discipline for proper cause; assign, modify or change work duties or requirements, layoff for lack of work or other proper reason; expand or contract work schedules; contract out work, and establish and maintain reasonable rules for safe and efficient operations.

25.03 It is further understood and agreed that all rights heretofore exercised by, or inherent in the Company, not modified or restricted by the terms of this Agreement, are retained solely by the Company.

R

ARTICLE 26
LOCKOUTS AND STRIKES

26.01 During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises. The Company will not use any provisions of this Article to supply employees covered by the Agreement to areas served by another Company Union in the event of a strike by that Union.

This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a good faith objective belief of bodily harm in which event they will immediately notify management. However nothing in this Section shall prevent the union from engaging in picketing or other publicity for purposes of truthfully

advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.

26.02 In the event any of the above occurs, the Union and its officers will do everything within their power to end or avert the same. Any employee engaging in any activity in violation of this Section may be subject to disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

ARTICLE 27
HOURS OF WORK

27.01 Eight (8) hours of time on duty shall constitute a normal tour of work, except where ten (10) hour day schedules exist as indicated in this Article.

27.02 Five (5) tours shall constitute the normal workweek, except where ten (10) hour day schedules exist. Assignments of daily tours shall be between the hours of 12:01 A.M., Sunday, to 12:00 Midnight the following Saturday. All hours actually worked on Sunday shall be paid at the overtime rate and will not be counted toward the forty (40) hour workweek. A tour is a part of the workday on which such tour begins, except, however, all hours actually worked on Sunday shall be paid at the premium rate, not to exceed eight (8) hours, and all hours actually worked on a holiday shall be paid at the holiday rate. Payments for hours worked in excess of eight (8) hours on Sunday and a holiday shall be paid at the overtime rate. Any connecting time which follows a tour is part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour.

27.03 Service conditions permitting, the Company and Union agree to allow employees to voluntarily work a compressed work week consisting of ten (10) hour work

days scheduled over a consecutive four (4) day work week. In such cases employees shall be paid at the overtime rate for all time worked in any one day in excess of ten (10) hours. Any agreement to utilize compressed work week scheduling may be canceled by either the employee or the employee's supervisor by providing two weeks advance written notice of the intent to cancel. In no circumstances will the Company force an employee to accept four (4) day ten (10) hour work schedule.

a) Vacation days will generally be based on scheduled hours. Single days of vacation taken within a workweek will equal (ten) 10 hours per day. An entire week (or segment) of vacation will be based on five (5) eight (8) hour days.

b) Sick time will be based on the employee's schedule for that period of time. Employees scheduled for eight (8) hours will be paid (based on available benefits) eight (8) hours per day. Employees absent due to illness who are scheduled for ten (10) hours will be paid ten (10) hours per day provided they are eligible for short-term disability benefits.

c) Employees will receive eight (8) hours of pay for personal and/or company recognized national holidays. Employees scheduled for ten (10) hour days will have four (4) options available with respect to the two (2) remaining hours. Employees may elect to take two (2) hours of vacation in addition to the eight (8) hours of holiday pay; elect to take two (2) hours without pay in conjunction with the eight (8) hours of holiday pay; make up the two (2) hours on a nonscheduled day other than Sunday provided such make up time is during the same calendar week as the holiday; or the employee may opt to revert to an eight (8) hour five (5) day work week.

d) Employees scheduled for ten (10) hour days shall be paid at the overtime rate for all time worked in any one (1) day in excess of ten (10) hours, or for any time worked in a calendar workweek in excess of forty (40) hours.

e) Employees scheduled for ten (10) hour days may have their schedules changed to eight (8) hour days due to training requirements or other unforeseen operational needs with no penalty incurred by the Company.

27.04 This Article is intended to define the normal hours of work and is not construed as a guarantee of hours of work per day or per week.

27.05 If an employee is unable to work, he/she shall do everything within reason to notify his/her reporting Supervisor prior to the beginning of his/her tour. The Company shall be entitled to require proof (not necessarily a doctor's report) to substantiate illness or other reasonable cause for absence.

27.06 Hours scheduled but not worked by employees on holidays, vacations, and whose duties require them to be off to conduct Union business shall be credited those scheduled hours for the purposes of overtime and premium pay.

27.07 Nothing herein shall be construed as requiring additional payments in the event of tour changes resulting from the exercise of tour preferences, job bidding or temporary assignment.

27.08 When an employee is working a tour and the time is changed due to Daylight Savings Time which reduces the tour by one (1) hour, they shall be paid as if they had worked a normal tour. When the time is changed which adds an hour to their tour, they will be paid at the appropriate rate for the additional hour worked.

ARTICLE 28
TEMPORARY ASSIGNMENTS

28.01 A regular employee assigned to the work of a higher or lower classification who works on that job for two (2) accumulated hours on any one (1) day shall be paid the rate of the higher classification for the duration of the temporary assignment. The rate shall be defined as the lowest rated interval which gives the employee an

increase for an employee who has not held the higher classification. An employee who has been reclassified/ displaced to a lower rated position, and had previously held the job classification of the temporary assignment, shall be placed at the step on the scale he/she held at the time of reclassification/ displacement. Intra-company temporary assignments of more than five (5) consecutive days shall be offered in order of seniority to qualified employees within the work group from which the temporary assignment is made.

28.02 A regular employee temporarily assigned under this Article to the work of a lower rated job shall receive the rate of pay applicable to his/her regular job.

28.03 Nothing herein shall be construed as preventing the Company from making temporary assignments of its employees to jobs outside the bargaining unit or to jobs within sister companies, provided if service requirements permit, the temporary assignment will be offered to qualified employees in their order of seniority.

28.04 Intra-company temporary assignments shall not exceed six (6) calendar months within the district and thirty (30) calendar days outside the district, for a particular assignment, unless otherwise mutually agreed.

ARTICLE 29
TRANSFERS

29.01

a) In the event it becomes necessary, as determined by the Company, to reduce the work force in a work group, the senior employee/s in the affected work group shall be offered their preference in the order of seniority, the opportunity to transfer/ reclassify to any available vacancy among Union represented employees within **Local 3871**, providing, he/she is qualified. R

In the event no one accepts or a sufficient number to relieve the surplus has not accepted, then the surplus will be handled by transferring/ reclassifying qualified employees in inverse order of seniority after

first offering to junior employees in seniority order where no promotion is involved.

If the new principal exchange is over thirty-five (35) miles from the original principal exchange, then the employee is not required to accept the transfer/reclassification.

b) If an employee is transferred/reclassified under provisions of this Section the employee may request, in writing:

1. to return to his/her original classification and/or reporting location. This paragraph takes precedence over Article 7, SENIORITY, Section 7.08.

c) If after all surplus qualified employees have had the opportunity to fill the vacancy(ies), and it still has not been filled, the Company shall offer the vacancy(ies) to other surplus employees who are able and fit. Should vacancy(ies) still be available they shall be offered in accordance with **Article 49.04**. The employee must satisfactorily complete the probationary period as outlined in Article 30, PROMOTIONS AND JOB BIDDING, Section 30.04, if appropriate.

If an employee is recalled under this provision and the reporting location to which he/she is recalled is more than thirty-five (35) miles from the reporting location from which he/she was originally laid off, he/she may accept the recall or he/she may decline the new job and remain on layoff status as though the offer had not been made.

Notification of recall and related time limits shall be the same as in Article 7, SENIORITY, Section 7.05.

d) If the employee declines the opportunity to transfer/reclassify as described above, the provisions of Article 7, SENIORITY, Section 7.04 may be followed.

29.02 In the event an employee is reclassified to a lower rated job, he/she shall be paid the rate of that classification in the following manner:

a) If the employee has previously held the lower rated job his/her rate of pay shall be the highest rated step of the lower scale which gives him/her a decrease.

b) If the employee has not previously held the lower rated job his/her rate of pay shall be the highest rated step of the lower scale which gives him/her a decrease, less one (1) additional step.

In both situations above, the employee shall retain all time in his/her old scale step, and thereafter shall progress according to regular steps of said lower rated scale.

29.03 Employees requesting, and being permitted, to permanently transfer shall be placed in the new job within twenty (20) calendar days after final approval, but excluding employees who are required to transfer, shall not be eligible to transfer, bid or request another transfer for a period of twelve (12) months from the date thereof, except for impelling reasons, or reasons otherwise beneficial to the operation of the Company. Should the Company waive the twelve (12) month bid/transfer restriction for an employee, the Company will then likewise waive the restriction for all employees interested in that particular vacancy.

29.04 Any employee who accepts a transfer/ reclassification to a different job location shall be considered on probation during a trial period up to six (6) months from the date of transfer/reclassification. During this time, the employee will receive training commensurate with the new job/location responsibilities that must be satisfactorily completed. If he/she does not pass such requirements, or is otherwise determined to be unqualified, he/she will be returned to his/her old location, if available, otherwise to a job commensurate with his/her ability, with preferential consideration for any subsequent vacancy in his/her former job location, provided such vacancy exists.

29.05 The priorities for utilizing Article 29, Sections 29.01 and 29.02 are established in **Article 49**, FORCE ADJUSTMENTS.

ARTICLE 30
PROMOTIONS AND JOB BIDDING

30.01 Job vacancies within the bargaining unit shall be filled through the bidding procedure as outlined below. The priority for utilizing this Article is established in **Article 49**, FORCE ADJUSTMENTS.

Notices of all job vacancies will be posted in a manner determined by the company. Such notice shall include the title and location of the job, the closing date for submission of interest and the process for submitting interest. A copy of the posting will be provided to the local union president.

The posting will describe the job duties and qualifications required for the position. If an employee is selected, the job change will be effected as soon as administratively feasible.

a) The Company shall have the exclusive right to determine where and when a job vacancy exists and its determination shall be final and conclusive.

The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company will first consider internal candidates prior to considering candidates outside the bargaining unit when filling vacancies. Qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use reasonable and job appropriate testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate as determined by the Company. Seniority will govern in the event multiple internal candidates are determined to be most qualified by

the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

30.02 The Company shall not be required to consider a bid from any employee who has been hired (except as provided in Article 35 Section 35.03), promoted, transferred or reclassified during the preceding twelve (12) months, excluding those employees who are required to transfer/reclassify in accordance with Article 7, SENIORITY, Sections 7.05 and 7.07, Article 29, TRANSFERS, Section 29.01, **Article 38**, PHYSICAL EXAMINATIONS, **Section 38.02**. However, should the Company waive the twelve (12) month restriction for "time in title" for any employee on a particular job bid, such restriction will be waived for all bidders on that particular bid or transfer.

30.03 Bids for job vacancies shall contain an outline of experience, training and other necessary qualifications which the bidding employee feels that he/she possesses and which are pertinent to the job.

If, after notice of a job vacancy has been posted, the job vacancy is withdrawn, the designated Union Representative shall be notified and all bids received shall be invalid.

30.04 An employee whose bid for a job is accepted shall be considered on probation during the trial period up to six (6) months from date of entering the new classification. This period may be extended in the event of unforeseen circumstances or in the event appropriate training schools cannot be scheduled. The Company shall notify the Union when an employee's probationary period is to be extended. During this time, the employee will receive training deemed appropriate by the Company. During the probationary period, if said employee is determined to be unqualified, he/she will be returned to his/her old job, if available, otherwise to a job in his/her old pay scale commensurate with his/her ability. Entrance in new job means the first day on the job.

30.05 An employee promoted through the bidding procedure to another scale with higher rated progressions, shall, upon entering the new job receive the pay of the lowest rated interval of the higher scale which gives him/her an increase, retaining all time in his/her old scale interval, and thereafter shall progress according to the regular intervals of said higher rated scale.

30.06 Notwithstanding Section 30.05 above, an employee who has been reclassified to a lower rated job as a result of a force adjustment and who is subsequently promoted to any job classification on the wage schedule from which he/she was displaced shall be placed on the appropriate wage step as indicated by their total wage length of service including credit for all time spent in the lower job.

ARTICLE 31
ACCIDENT AND SICKNESS BENEFITS PLAN

31.01 **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").** R

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.

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

31.02 If employment is involuntarily terminated due to reasons including, but not limited to reduction in work force, plant/office closure, etc., while the employees 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.

31.03 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 for 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.

31.04 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. R

a) **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.**

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.**

If your service is	Benefits are 100% of Base Rate Pay for:	Benefits are 60% of Base Rate Pay for:
Less than 91 calendar Days	0 weeks	0 weeks
91 days but < 1 year	1 week	12 weeks
1 year but < 5 years	8 weeks	18 weeks
5 years but < 10 years	13 weeks	13 weeks
10 years but < 15 years	20 weeks	6 weeks
15 years but < 20 years	26 weeks	0 weeks
20 years or more	26 weeks	0 weeks

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.**

31.05 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. R

If you return to work for at least 182 calendar days following at 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.

31.06 <u>Worker's Compensation</u>

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

The Company will provide an employee a salary continuation benefit (called Supplemental Accident Pay or SAP) equal to 85% of regular base pay when combined with the Worker's Compensation benefit. The salary continuation benefit is available up to a maximum of 180 calendar days (1040 hours) for a single disability beginning on the first day of approved absence. If the disability extends beyond 180 days, the employee may be eligible for Long Term Disability (LTD). If approved for LTD, 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 unless otherwise required by state Workers Compensation laws. Any overpayments made by receiving both salary continuation and Worker's Compensation benefits 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.

SAP 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.

Social Security disability benefits and benefits under the Plan are also coordinated. You receive the maximum benefits available under this Plan and Social Security, but not the total sum of both benefits. Your Plan benefits will be limited such that the sum of your Plan benefits and your Social Security disability benefits will not exceed 100% of your Base Salary, unless otherwise required by Social Security laws.

31.07 Overpayments occur when the employee is paid more STD benefits than they are entitled to receive. The Company will recover overpayments by offsets against future payments or any other method permitted by applicable law.

a) In certain circumstances the Company can recover from other parties for the STD benefits paid. When the Company has these "subrogation rights", the employee must do anything the Company reasonably asks to protect these rights and help the Company recover from the other party.

31.08 All other programs or policies including but not limited to occasional sick time, departmental sick time, etc., previously provided are terminated.

31.09 When non-occupational illness or injury keeps an employee from working at his/her regular work schedule after a return from an STD benefit period, further benefits are paid as shown:

IF	THEN
an employee returns to work on his/her regular work schedule for less than one hundred eighty two (182) continuous days.....	STD benefits begin immediately at the benefit level which applied when the employee returned to work.
an employee returns to work on his/her regular work schedule for *at least* one hundred eight two (182) continuous days.....	the STD benefit level is reinstated, in total, according to the payment schedule.

a) When occupational illness or injury prevents employees from working, the above reinstatement schedule does not apply as benefits are paid on a per injury/illness basis.

Successive disabilities due to the same cause that are separated by 30 calendar days or less of active full-time employment will be considered one disability. Benefits reset on or after 182 calendar days of active full-time employment.

b) Vacation, floating or fixed holidays, bereavement, jury duty and other excused paid time is included in the one hundred eighty two (182) benefit reinstatement period.

31.10 If the employee is still unable to return to work upon exhaustion of the benefits provided under this Plan, an unpaid leave of absence not to exceed three (3) months will be granted, if it is determined and certified by a physician that an employee may require an additional unpaid leave to fully recover and resume their full duties.

ARTICLE 32
HEALTH AND WELFARE BENEFITS

32.01 Effective 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.

32.02 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).

32.03 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.

32.04 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.

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.

32.05 Effective January 1, 2012 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 as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available

to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverage, Legal Services, and Critical Illness Insurance.

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 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.

ARTICLE 33
PENSION AGREEMENT

The Company has adopted the Embarq Retirement Pension Plan (the "Retirement Pension Plan") and **except as provided in Section 3 below,** agrees to include **Eligible E**mployees covered by this Agreement as **M**embers of such Retirement Pension Plan in accordance with the Pension Agreement **below.** Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to R

satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer Retirement Pension Plan in an orderly and efficient manner. **Except as provided in Section 3 below, a**ny such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan. R

Nothing within this Agreement shall constitute an amendment to the Retirement Pension Plan, which is subject to its terms and conditions. In the event of an inconsistency between this Agreement and the Plan document, the terms of the Plan document shall govern. Administration of the Embarq Retirement Pension Plan and benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

Section 1. Embarq Retirement Pension Plan

The Company agrees to provide to Members **who are Eligible Employees as defined by the Embarq Retirement Pension Plan** (the "Retirement Pension Plan"), **pension** benefits **in the form of a Retirement Allowance** hereinafter specified in this Agreement effective **October 1, 2014 subject to the terms and conditions of the Retirement Pension Plan.** All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. **All capitalized terms are as defined in the Retirement Pension Plan.**

Except as provided in Section 3 below, a Member shall mean an employee of United Telephone – Southeast, Inc. represented by Local Union No. 3871 **who is eligible to participate in the** Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall

be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in Sections **1.9**, Continuous Service, and **1.11**, Credited Service, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein. R

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until **and unless** revised by a contract between the Company and Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such a date a subsequent Pension Agreement between United Telephone – Southeast, Inc. and the CWA Local 3871 is not in force, the **R**etirement **A**llowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of subsequent Pension Agreement **with a pension table increase**. No **C**redited **S**ervice shall be earned following such date. Continuous **S**ervice shall continue to be earned in accordance with Section **1.9**, Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such termination date and receive the **R**etirement **A**llowance determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Member's **N**ormal **R**etirement **D**ate, as defined in the Retirement Pension Plan.

Section 2. Amount of Allowance

a) The amount of the **R**etirement **A**llowance payable in the form of a life annuity to a Member who retires under normal or early retirement under Article 3 Retirement Allowance of the Retirement Pension Plan shall be based on the Member's age in years and completed whole months. **J**ob **C**lassification and **C**redited **S**ervice at **T**ermination of **E**mployment; and date of **T**ermination of **E**mployment, or **N**ormal **R**etirement **D**ate if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of **C**redited **S**ervice, subject to the provisions contained in Article 4, Provisions relating to Pension Agreements, of the Retirement Pension Plan.

b) The amount of the **R**etirement **A**llowance payable in the form of a life annuity to a Member who is **entitled to a Deferred Vested** Early Retirement Allowance as defined in Section **1.12** of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's **T**ermination of **E**mployment.

R

Section 3. Hired, Rehired, or Transferred Employees On or After July 1, 2015 into CWA 3871

Any Employee who is first hired by CenturyLink into CWA 3871 on or after July 1, 2015 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired into CWA 3871 on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired by CWA 3871 on or after July 1, 2015 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired. 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 Retirement Allowance earned prior to being rehired (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit.

Any Legacy Embarq Employee who is transferred to CWA 3871 on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being transferred to CWA 3871 on or after July 1, 2015, to the extent he was not given a distribution of his entire prior Vested Interest prior to being transferred. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

R

Any non-Legacy Embarq Employee who is transferred to or rehired into CWA 3871 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Member in the Retirement Pension 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 Pension Plan, service earned with CWA 3871 prior to the subsequent transfer will not be used to determine the Retirement Allowance in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting.

For purposes of this section only, "Legacy Embarq Employee" shall mean:

1. **Any employee of Embarq prior to July 1, 2009.**

2. **Any employee of CenturyLink first hired on or after July 1, 2009 but before July 1, 2015 who worked at an Embarq entity and who became an Eligible Employee or is eligible to become and Eligible Employee.**

Section 4. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by CWA Local 3871, effective as of the date specified in the Retirement

Pension Plan. Members represented by CWA Local 3871 who elect to receive their Retirement Allowance 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 Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member's single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms. R

Notwithstanding any provision to the contrary, the decision to amend the Retirement Pension Plan to provide a lump sum benefit payment option is within Company's sole and complete discretion. If the Company, however, amends the Retirement Pension Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement Pension 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 shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company may, unless contrary terms of the Retirement Pension Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Pension Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Member and to any Retirement Allowance of any such Member, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement Pension 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 Pension Plan shall rest with the Company and its delegates, shall be determined only under the terms of the 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.

ARTICLE 34
SEPARABILITY

34.01 It is mutually agreed that, in the event any of the provisions of the Agreement shall be held invalid or become unenforceable by reason of any Federal or State judicial or administrative ruling, or by reason of any Federal or State legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

34.02 Notwithstanding anything to the contrary, where any one (1) clause or Article of this Contract is applicable to a request for a request for a leave of absence as defined by the Family and Medical Leave Act of 1993 ("FMLA"), the minimum requirements provided by the FMLA shall prevail unless the Contract provides for a type or level of benefit greater than that specified under the FMLA.

ARTICLE 35
PROBATIONARY PERIOD

35.01 Any new employee hired after the date of this Agreement shall be regarded as a probationary employee for the first six (6) months of his/ her employment. If such employee is retained in the employ of the Company longer than said probationary period, he/she shall be considered as a regular employee and his/her seniority shall date back to the date of his/her original employment.

35.02 Should such probationary employee be deemed unsatisfactory in the judgment of the Company, at any time during his/her probationary period, he/she may be discharged without recourse to arbitration.

35.03 Such new hired employees shall be eligible to bid into or request a transfer to another job classification or work group during the first twelve (12) months of employment, but the Company shall not be required to consider such a bid or transfer unless no other employee/s with more

than twelve (12) months service has indicated an interest in such vacancy/ies. Should the Company waive the 12 month bid/transfer restriction for an employee, the Company will then likewise waive the restriction for all employees interested in that particular vacancy. Furthermore, the Company will meet this obligation prior to the hiring of new employees. In the event such new hired employee/s is selected, the probationary period in 35.01 as well as the appropriate probationary period provided in Article 29, TRANSFERS, Section 29.04, or Article 30, PROMOTIONS AND JOB BIDDING, Section 30.04, shall in no way be negated.

ARTICLE 36
RULES

36.01 For the purpose of discipline, the Company has and retains the exclusive right to promulgate reasonable rules and regulations, from time to time, not otherwise inconsistent with the terms of this Agreement

36.02 The Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary and appropriate. The Company will provide the Union with copies of such policies and rules (or any changes) at least fifteen (15) calendar days prior to implementation unless earlier implementation is mandated by federal, state or local legislation or regulations.

ARTICLE 37
DISTRIBUTION OF AGREEMENT

37.01 The Company agrees to have this Agreement printed by a Union Printer at a cost to be shared equally between the parties. The Company further agrees to distribute said Agreement to all of its bargained-for employees.

ARTICLE 38
PHYSICAL EXAMINATIONS

38.01 Upon reasonable notice by the Company, physical, mental or other examinations required by the Company shall be promptly complied with by all employees,

R
I

including, but not limited to, any employee who has been absent because of layoff, illness, injury or other cause, who may be required to submit to a physical examination by a physician of the Company's selection before being permitted to return to work.

38.02

a) Should any such examination disclose that a transfer, reclassification or promotion of an employee to another job would be necessary from a health standpoint, as the result of an American With Disabilities Act (ADA) qualifying disability, the employee may be transferred, reclassified or promoted to a job he/she is capable of performing the essential requirements thereof, provided a vacancy exists, without loss of seniority and with the priority as established in **Article 49**, FORCE ADJUSTMENTS. In such case, the employee's rate of pay will be determined in accordance with the provisions of Article 29, TRANSFERS, Section 29.02 or Article 30, PROMOTIONS AND JOB BIDDING, Section 30.05 and 30.06, whichever is appropriate.

b) If an employee is offered a permanent assignment under the provisions of this Section and the principal exchange where he/she is offered the permanent assignment is:

   i. over thirty-five (35) miles from the original principal exchange, then he/she may decline the permanent assignment.

   ii. thirty-five (35) miles or less from his/her original principal exchange, then he/she must accept the permanent assignment or his/her employment with the Company shall be terminated. If otherwise eligible, the employee shall be eligible to apply for benefits under the Pension Plan.

38.03 Should any such examination disclose that a temporary assignment of an employee to another job would be necessary from a health standpoint, as the result of a temporary condition, then and in such event, the employee may be temporarily assigned to a job he/she is

able and fit to perform without loss of seniority and without regard to the provisions of Article 28, TEMPORARY ASSIGNMENTS, Section 28.01 and 28.04. Such temporary assignment, however, shall in no case exceed one hundred and twenty (120) days.

a) If the employee is temporarily assigned to a higher classification, then the employee shall be paid at the appropriate rate of the higher classification in accordance with Article 30, PROMOTIONS AND JOB BIDDING, Section 30.06, for the duration of the temporary assignment. If the employee is temporarily assigned to a lower classification, the employee shall be paid at the rate of his/her regular classification for the duration of the temporary assignment.

b) If an employee is offered a temporary assignment under the provisions of this Section and the principal exchange where he/she is assigned is:

   i. over thirty-five (35) miles from his/her regular principal exchange, then he/she may decline the temporary assignment.

   ii. thirty-five (35) miles or less from his/her regular principal exchange, then he/she must accept the temporary assignment or his/her employment with the Company shall be terminated. If otherwise eligible, the employee shall be eligible to apply for benefits under the Pension Plan.

c) If the employee is not offered a temporary assignment, declines the temporary assignment (b i), or the Company, in its sole discretion, cancels the temporary assignment, then the employee shall continue, return or be placed on benefits, under Article 31, ACCIDENT & SICKNESS BENEFITS PLAN, provided the employee is eligible for said benefits, or if otherwise eligible, return to his/her regular job, if able, or be governed by the provisions of Article 9, LEAVES OF ABSENCE.

38.04 The Company shall pay the cost of any physical, mental or other examination required by it.

ARTICLE 39
PAY DAY AND PAY METHODS

39.01 All employees shall be paid every two (2) weeks. Unless prevented by circumstances beyond the Company's control, paychecks shall be available to the employee at or before the end of his/her regular shift of the Friday following the end of the two (2) week pay period through direct deposit. All employees shall receive their paychecks through Direct Deposit. Failure of an employee to forward his/her daily work reports in a timely manner shall disqualify said employee from the rights under this Section.

39.02 Unless prevented by circumstances beyond the Company's control, electronic paystubs will be available on each payday, and shall include a statement of hours worked, earnings and a listing of all deductions from earnings. On each pay day all wages shall be paid which were earned and unpaid at the close of the workday on which the preceding payroll period ended, provided that when an employee is discharged or laid off, or when an employee quits or resigns employment, all wages earned and unpaid will become due and payable as soon as possible.

39.03 It shall be the duty and responsibility of each employee to maintain his/her current mailing address with the Company at all times.

ARTICLE 40
COOPERATION

40.01 The Union agrees to cooperate with the Company at all times in maintaining a high degree of service to its customers, and through conscientious endeavor and application of effort to strive for the lowest possible costs consistent with the service standards in effect at any time.

40.02 The Company and the Union will discuss matters of mutual interest to them and the employees covered by this Agreement, in an effort to reach a mutual understanding.

40.03 The provisions of this Agreement will be carried out with the expectation that the relationship between the Company and its employees will be maintained on a harmonious and sensible basis to insure that all grievances will be promptly and thoroughly investigated and disposed of by a fair determination of the facts developed and that any employee benefits agreed upon in negotiations must be consistent with the Company's ability to grant, and that all interpretations of this Agreement shall be on a fair, equitable and sensible basis.

ARTICLE 41
LIMITATION OF AGREEMENT

41.01 This instrument covers all matters that are or may be the subject of negotiation between the parties and shall be construed to exclude any right, privilege or obligation not herein specifically mentioned.

41.02 This instrument constitutes the entire Agreement between the parties, superseding all prior Agreements, and shall not be altered, amended or changed in any particular, except in writing signed by the parties signatory hereto.

ARTICLE 42
HOLIDAYS

42.01 The Company recognizes the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Personal Holiday: The number of Personal Holidays granted per year will be based upon length of service as indicated below:

0 to 2 years service: 6 personal holidays*
Over 2 years service: 8 personal holidays

*In the first year of employment, employees hired between January and March will be granted 6 personal holidays; between April and June – 4 personal holidays; between July and September – 2 personal holidays; between October and December – 0 personal holidays.

An employee may select either six (6) or eight (8) days each calendar year as "Personal Holidays". The days need not be the same each year.

1. Selection will be on a first-come, first served basis.

2. The employee must submit a request for such personal holiday(s) to the immediate supervisor in writing on the Monday of the week preceding the week in which the employee desires to take the personal holiday(s), when practicable. Any personal holiday(s) not selected prior to October 1 will be assigned by the Company. Personal holidays will be scheduled as far as services requirements permit by seniority after vacations have been selected.

3. The Company will make a reasonable effort to grant the employee's selection, but service requirements shall prevail. Employee's forced to work on their selected personal holidays shall have the choice of receiving premium pay for the number of hours worked up to eight hours, or rescheduling the holiday.

4. Employees may not carry over personal holidays from one year to another. Employees who leave the Company for any reason prior to taking their personal holidays will forfeit their unused holidays.

5. Personal Holidays or vacation must be used for all absences from work including but not limited to the first five days of illness/injury (waiting period). For Worker's Compensation cases only, the employee will have the option to select vacation, personal holidays or unpaid time.

6. Scheduled days are those hours selected by the employee in accordance with the Personal Holiday selection process indicated above. Unscheduled days occur when an employee requests time away from work that is not pre-scheduled. Unscheduled days, if not approved, will count as an occurrence under the attendance plan.

7. Scheduled days are included as part of a regular work week for overtime purposes and unscheduled days are not included.

42.02 Employees shall be granted a holiday allowance on each of the holidays specified in the preceding Section, based on eight (8) hours at their regular straight-time hourly rate (pro-rated for part-time employees), including differentials, if any. Provided, however, the holiday allowance will not be paid when an employee is absent on either of his/her scheduled work days immediately preceding or following the holiday, unless such absence is approved in advance by the employee's Supervisor. Good judgment will be exercised when implementing this Section.

42.03 Employees who work on holidays shall be paid their holiday allowance and, in addition, shall be paid at one and one-half (1 ½) times their straight-time rates for all hours worked during assigned tours as specified in Article 27, HOURS OF WORK, Section 27.02, 27.03 and 27.06. All hours worked in excess of such tours shall be paid at the employee's overtime rate.

42.04 For those work groups not subject to Saturday and/or Sunday coverage, and a holiday falls on Saturday, it shall be observed on the preceding Friday. When it falls on a Sunday, it shall be observed on the following Monday.

For those work groups subject to Saturday and/or Sunday coverage, it shall be observed on the day of the actual holiday, and in the event, a holiday falls on such employee's scheduled day off, said day will be designated as the Holiday and the employee will be scheduled another day off in that week. The employee may select the day provided service requirements permit. However, in the event the holiday in this case falls on Sunday, those employees required to work will receive two (2) times their

straight-time rate of pay for all hours worked on the holiday in addition to the holiday allowance.

42.05 When a holiday specified in the Article falls during an employee's vacation, the employee will receive an additional day of paid vacation which may be taken at a time mutually agreed upon by the employee and the Company. R I

42.06 Employees may not carry over personal holidays from one year to another. Employees who leave the Company for any reason prior to taking their personal holidays will forfeit their unused holidays.

42.07 Any employee on a formal leave of absence on the holiday shall not be eligible for that particular holiday pay.

ARTICLE 43
VACATIONS

43.01 Employees who terminate on or after December 27th will be eligible for vacation earned in that year for the following year in addition to any unused vacation earned in the preceding year. If an employee's separation date is on or after December 27th of a given year, then such employee is eligible to receive pay, in lieu of vacation, which he/she would have been eligible for in the succeeding calendar year.

43.02 Effective January 1st of each calendar year all regular full-time employees will be eligible to participate in the Company's vacation program at their regular straight-time hourly rate, including differentials, if any, as follows:

a) Full-time employees hired during the previous calendar year will receive one day (eight (8) hours) of paid vacation for each full month of service up to a maximum of two weeks vacation with pay for eighty (80) hours at their base rate of pay.

b) Employees having less than five (5) years of credited service will receive two weeks vacation with pay for eighty (80) hours at their base rate of pay.

c) Commencing in the calendar year in which employees complete five (5) years of credited service they will receive three (3) weeks vacation with pay for one hundred twenty (120) hours at their base rate of pay.

d) Commencing in the calendar year in which employees complete fifteen (15) years of credited service they will receive four (4) weeks vacation with pay for one hundred sixty (160) hours at their base rate of pay.

e) Commencing in the calendar year in which employees complete twenty-five (25) years of credited service they will receive five (5) weeks vacation with pay for two hundred (200) hours at their base rate of pay.

43.03 Regular part-time employees who are scheduled to work a minimum of twenty (20) hours per week will receive vacation with pay at 1/2 the allowance outlined in Paragraph 44.02 above.

43.04 Up to a maximum of one week (forty (40) hours) of vacation may be carried over to the following calendar year **and must be taken in that year**. Carry-over vacation is not cumulative. Carry-over vacation may be selected only after all vacation selections for current year earned vacation have been completed.

43.05 Vacations, in accordance with the provisions of the preceding Section, may be taken at any time, subject to service requirements, during the calendar year in which the applicable qualifying period set out above concludes. Vacations shall be scheduled for five (5) consecutive days and will be restricted to no greater than three (3) consecutive weeks unless the employee validates the need for greater usage. Vacations should be scheduled to begin on the first working day of the week. If after selecting a vacation period, the employee requests to change the vacation selection and management approves the change, the vacated week or weeks will be offered according to 44.10 or 44.11. There will be no trading of vacation periods.

Employees eligible for two (2) weeks' vacation will be permitted to take one (1) week of their vacation a day at

R

a time, half (1/2) day at a time, or in increments as small as two (2) hours at a time, service needs permitting. Employees eligible for three (3) weeks' vacation will be permitted to take two (2) weeks of their vacation a day at a time, half (1/2) day at a time, or in increments as small as two (2) hours at a time, service needs permitting. Employees eligible for four (4) or more weeks of vacation will be permitted to take three (3) weeks of their vacation a day at a time, half (1/2) day at a time, or in increments as small as two (2) hours at a time, service needs permitting with the following restrictions:

The following restrictions apply to both day at a time and half (1/2) day vacations as well as to vacations taken in increments as small as two (2) hours at a time.

a) Vacations on a day at a time basis may be taken on any day within a calendar month mutually agreeable to the employee and his/her Supervisor, provided a minimum of five (5) days advance notice of the day selected is given to his/her Supervisor.

b) Employees must notify and receive approval by their Supervisor at least five (5) days prior to changing a day of vacation. The Supervisor may waive this requirement. Employees may be granted a day's vacation under special circumstances without regard to time limits as provided in Section 1 above, with prior approval of their Supervisor.

c) A day of vacation may be scheduled in conjunction with a holiday if, in the opinion of the Supervisor, service requirements permit.

d) In selection of day at a time vacation, weeks vacations shall have precedence over day at a time selection.

e) The desire to select day at a time vacation option must be indicated by the employee at the time the vacation schedule for a given work group is established.

f) In selection of day at a time vacations, employees must first select their entire vacation on a weekly basis and then indicate the week(s) that will be taken on a day at a time basis. Employees may then select vacation

days, one (1) or more, in accordance with the above listed restrictions. Any remaining portion of the day at a time vacation must be taken during the week scheduled unless such remaining portion is rescheduled in accordance with the above listed restrictions.

43.06 The selection of vacation time shall be based upon seniority in each work group/s (upon mutual consent by the parties). An individual employee may exercise his/her seniority with respect to vacation periods only at the time the vacation schedule for a given work group/s is established. If the vacation period is to be split, seniority may be exercised only on the first segment until all employees in the work group have made their selection. Thereafter, an employee may exercise his/her seniority with respect to the second segment of his/her vacation as outlined above, and the same procedure shall be adhered to with respect to any additional vacation segments.

43.07 The Company will post on or about October 1st of the preceding year, a vacation schedule showing the number of employees in each work group/s who can be off during the vacation period, together with the vacation allowance for which each is eligible.

43.08 Employees will utilize the automated vacation scheduling tool to schedule vacations and the Company will make a reasonable effort to contact employees, in the order of their seniority, so that they may choose a vacation period from those available. Employees not making a selection at the time of contact and employees whom the Company was unable to contact after a reasonable effort to do so, shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time prior to January 1st. Except by mutual agreement, vacation periods for employees failing to meet this requirement shall be assigned by the Company.

a) A segment of vacation is a continuous period of vacation with no work time between the beginning and end of such vacation period. Service conditions permitting and under normal circumstances as determined by the Company, a vacation segment will

be viewed to extend from the Sunday preceding the beginning of vacation through the Saturday following the vacation.

43.09 Vacations, if not taken, shall not be allowed to accumulate. Once scheduled, vacation periods may not be changed except by mutual agreement between the Company and the individual employee.

43.10 Upon completion of vacation selections as provided in **43.06** herein, if a vacation period becomes vacant or available, an employee otherwise eligible for vacation at this time may fill said vacation period in the order of seniority by request made in writing to the immediate Supervisor no later than noon Monday prior to the first week of the vacation year, however, no earlier than December 15th .

A written request may be made for full week segments, full days or half (1/2) days. Full week requests shall supersede requests for full or half (1/2) days.

43.11 After January 1st of the vacation year, requests for available vacation days, half (1/2) days, two hours or weeks shall be on a first come, first serve basis, after the consideration of requests as outlined in **43.06**. Full week requests shall supersede requests for full, half (1/2) days or two (2) hours.

43.12 An employee returning from layoff shall not be eligible for a vacation period until he/she has been on the active payroll for six (6) months.

43.13 Scheduled days are those hours selected by the employee in accordance with the vacation selection process indicated above. Unscheduled days occur when an employee requests time away from work that is not pre-scheduled. Unscheduled days, if not approved, will count as an occurrence under the attendance plan.

Scheduled days are included as part of a regular work week for overtime purposes and unscheduled days are not included.

ARTICLE 44
WAGES

44.01 Wages for employees covered by this Agreement have been mutually agreed to by the parties hereto and are set forth in wage schedules, attached hereto as Appendix A, which indicate the normal progression intervals and basic wage rates for each successive six (6) month step.

44.02 When employing new employees, the Company may take into consideration their previous training, employment and experience in establishing their starting rates; provided, however, that this Section shall not be applied to deny promotional opportunities to regular, qualified employees.

44.03 The parties agree to cooperate to implement all wage and benefit increases as soon as possible and to the extent allowed under law, in view of applicable legislation, Executive Orders, and regulations dealing with wage-price stabilization.

44.04 **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:**

R

(1) Wage progression 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.

(2) Wage increases will be effective the first day of the pay period closest to the effective date of the increase.

ARTICLE 45
DIFFERENTIAL PAYMENTS

45.01 Employees temporarily acting in the capacity of work leader shall be paid, in addition to their base rate, a differential of seventy-five cents ($.75) per hour for all hours worked in such capacity. Employees temporarily acting in the capacity of Company school instructor shall be paid, in addition to their base rate, a differential of fifteen cents ($.15) per hour for all hours worked in such capacity.

The opportunity for Work Leader assignments will be rotated among qualified employees on a voluntary basis per employee requests and operational availability. Should there not be any volunteers; the Company would retain its right to assign Work Leader duties. The determination of qualifications required for Work Leader assignments will be at the Company's discretion. Employees serving in a Work Leader capacity as noted above will receive differential pay in accordance with **Article 45.01**.

45.02 Employees working scheduled hours which start or end between the hours of 7:00 P.M. and 6:30 A.M. shall be paid a premium of one dollar and twenty-five cents ($1.25) per hour effective for the life of the agreement.

a) Employees working scheduled tours, which begin or end between the hours of 7:00 P.M. and 6:30 A.M., who are required to work connecting overtime, shall receive differential pay during such connecting overtime hours.

b) In addition, any employee working hours identified as overtime hours, will receive differential additives for all hours worked, that fall between 7:00 P.M. and 6:30 A.M.

ARTICLE 46
CONDUCT OF UNION AFFAIRS

46.01 The Union and its agents or employees will not engage in any Union activities during the working time of employees except during the employees' relief and lunch periods.

46.02 The National Representative of the Union, subject to prior permission from the Company (Employee Relations Specialist), shall be permitted to enter the premises of

the Company, but shall not interfere with the normal work duties of employees or the operation of the Company.

46.03 Each Union officer or grievance representative shall be afforded time off, without pay, as may be required to assist any employee under the grievance procedure of this Agreement, on matters which cannot reasonably be delayed until non-working hours, or to adjust grievances with the Company, except as provided in Article 3, GRIEVANCE PROCEDURE, Section 3.07. All requests for time off in **Article 46** will be excused to an extent commensurate with the Company's service requirements. R

46.04 Employees whose Union duties require them to be off to conduct Union business other than grievance related matters as covered in **Section 46.03** and for periods of time less than those covered under UNION LEAVE OF ABSENCE, Article 10, shall request in writing within five (5) calendar days or with as much advance notice as possible. The written request will specify the time and duration of the absence. Absences of this nature will be excused to an extent commensurate with the Company's service requirements, but in no event will more than two (2) employees within any given work group be excused at the same time.

46.05 The President of the Local shall be excused for Union activity as deemed necessary based on the above requirements and the total time off will not exceed 85 days in a calendar year. Any period of continuous absence of more than six (6) months shall be governed by Article 10, Section 10.02, UNION LEAVES OF ABSENCE. The Executive Vice-President shall be excused for union activity up to a maximum of 13 days per year and the Secretary/Treasurer of the Local shall be excused for union activity up to a maximum of 12 days per year.

ARTICLE 47
TELEPHONE CONCESSIONS

47.01 Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are

eligible for the Company's telephone concession plan on the same basis as non-represented employees.

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan as long as the changes are made on the same basis as non-represented employees.

ARTICLE 48
SUPPLEMENTAL INCOME PROTECTION PLAN (SIPP)

48.01 **Supplemental Income Protection Plan (SIPP)**

A. If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer employees who have at least 10 years of continuous service and whose age is at least 55 years as of the date of the Company's notice to the Union, the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Supplemental Income Protection benefits as described below subject to the following conditions:

1. The Company in its sole discretion may offer SIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.

2. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will

determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.

3. Employees who elect to receive benefits under the provisions of this Section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Supplemental Income Protection Plan payments.

4. If an employee voluntarily accepts SIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on the scheduled last day worked for SIPP designation regardless of the anticipated release date by the physician.

B. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with this Section begin within one month after such employee has left the service of the Company.

C. For employees who so elect in accordance with this Section, the Company will pay monthly as Supplemental Income Protection payments, $8.50 for each year of continuous service plus 45% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of $525.00 per month. The maximum amount of Supplemental Income Protection benefits payable shall in no event exceed a total of $25,200. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.

D. As used in this agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

E. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.

F. In the event of the death of a recipient of Supplemental Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.

ARTICLE 49
FORCE ADJUSTMENTS

49.01 This Article will define the method by which the Contract applies to misdistributions, vacancy(s), and surplus situations.

a) Once the appropriate Section of this Article has been identified, then utilize the procedures, in the sequence listed, until either the employees are redistributed or the vacancy(ies) are filled, or the surplus(es) relieved, as appropriate.

b) The Company shall make every reasonable attempt to provide as much advance notice as possible, but in no event less than two (2) weeks' notice, in writing, to the Union and the Local, prior to announcing a surplus.

49.02 MISDISTRIBUTION

The Company shall make every reasonable attempt to provide at least one (1) weeks' notice, in writing, to the Local President prior to announcing a misdistribution.

a) Article 29, Section 29.01 (a)

Offer the job as provided in this paragraph to senior qualified employee(s). If necessary, force transfer/ reclassify the junior qualified employee(s).

49.03 VACANCY(S) WITH SURPLUS

When the Company elects to fill a vacancy(s) and surplus exists, Articles of the Agreement will be utilized in the following order:

a) Article 29, Section 29.01 (b)(1) and Article 7, Section 7.06

Honor SuperSeniority transfer request of qualified employee(s) to return to their original classification and/or original reporting location.

b) Article 29, Section 29.01 (c)

Offer the job as provided in this paragraph to surplus senior qualified employee(s). If necessary, force transfer/reclassify the junior qualified employee(s).

c) Article 29, Section 29.01 (c)

Offer the job as provided in this paragraph to senior able and fit employee(s).

d) Article 29, Section 29.01 (d)

If surplus employee(s) does not fill vacancy, he/she shall be laid off in accordance with Article 7, Section 7.04.

If the vacancy has still not been filled, then go to **Section 49.04** and begin using the priorities starting with (a).

49.04 VACANCY(IES) WITHOUT SURPLUS

When the Company elects to fill a vacancy(ies), Articles of the Agreement will be utilized in the following order:

a) Honor SuperSeniority transfer request of qualified employees to return to their original classification and/or reporting location;

b) Group together the following employees for available vacancies and fill the vacancy using the principle of qualifications and fitness being substantially equal, then seniority shall prevail:

1. Disabled employees for whom the position may be considered a reasonable accommodation;

2. Article 30 regular bidders;

3. Qualified employees desiring to return from leave of absence; and

4. Qualified employee desiring to be recalled from layoff.

c) Group together the following employees if vacancies are still available and fill the vacancy using the principle of qualifications and fitness being substantially equal, then seniority shall prevail:

1. Recall from layoff an able and fit employee
2. Return from leave of absence of an able and fit employee

d) If a vacancy has not been filled by any previous procedures, then the job may be filled at the discretion of the Company from any available source.

49.05 SURPLUS WITHOUT VACANCY

a) Article 7, Section 7.04

Employee(s) identified as surplus shall be laid off from the affected work group in accordance with the above Article and Section.

49.06 SUPER SENIORITY

Super Seniority is a method of transfer available for an employee who has been displaced, laid off, or in a surplus situation. This provides the mobility for the employee to go back to a classification (job title) and location where he/she has been previously. An employee eligible for Super Seniority may have two (2) of these requests on file in Human Resources.

These would take the place of their regular transfer requests. In order for the transfer requests to be valid, they must be on file in Human Resources at the time the vacancy requested becomes available.

After an employee has been granted a Super Seniority transfer request restoring his/her classification, the only other option for Super Seniority would be a transfer to the same classification and previous location. If an employee is granted a Super Seniority transfer request to his/her original location in a different classification, then they would be allowed a Super Seniority transfer request to their previously held classification in that location.

At the point in time an employee is offered the opportunity to be restored to the first (original) classification and location from which they were involuntarily moved, their right to a Super Seniority transfer request no longer exists.

ARTICLE 50
RETIREMENT SAVINGS PLAN

The Company has adopted the **CenturyLink Union 401(k)** Plan for Bargaining Unit Employees (the "**401(k)** Plan") and agrees to include employees covered by this Agreement as members of R

such **401(k)** Plan, as soon as administratively feasible following ratification of this agreement, in accordance with the Savings Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Agreement and to make Company contributions thereto. Said Savings Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include **CenturyLink** Corporation) retains the right to make such changes in the **401(k)** Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the **401(k)** Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986 as amended from time to time, and that the Trust implementing the **401(k)** Plan is 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 **401(k)** Plan, or to administer said **401(k)** Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the **401(k)** Plan shall apply to all similarly situated employees of the Company in a uniform manner. **The Company agrees to notify the Union of any such action.** R

Section 1. CenturyLink Union 401(k) Plan for Bargaining Unit Employees

The Company agrees to provide a means for employees to save for their retirement on a tax-**preferred** basis through the **CenturyLink Union 401(k)** Plan for Bargaining Unit Employees (the "**401(k)** Plan"). Employee and Company Contributions to said **401(k)** Plan are specified in this Agreement. All terms defined in the **401(k)** Plan shall have the meaning specified therein unless the context of this Savings Plan Agreement clearly indicates otherwise.

Participation shall be in accordance with Article 2, Participation, of the **401(k)** Plan.

Section 2. Employee Contributions

a) Each participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant's wage. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to R

the Participant's account. **The participant may contribute on a pre-tax, after-tax, Roth basis or any combination.**

b) **Catch-Up Contributions shall continue to be allowed as defined in the Plan document. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant's account. The Participant may contribute on a pre-tax, Roth basis or combination.**

A Participant's "wage" means base pay and approved incentives earned during a payroll period and shall not include overtime pay, shift differential pay, severance pay or any other extra pay or compensation.

Section 3. Company Contributions

a) **For employees hired, re-hired, or transferred into CWA 3871 before July 1, 2015,** the Company shall contribute a Company **M**atching **C**ontribution equal to twenty-five percent (25%) of the Participant's Contribution, **up to a maximum of six percent (6%) of eligible wage.**

b. For employees hired, re-hired, or transferred into CWA 3871 on or after July 1, 2015, the Company may contribute a Company Matching Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

ARTICLE 51
STAND-BY

51.01 Should the Company determine stand-by coverage to be necessary, the Company will first attempt to satisfy stand-by coverage needs through qualified volunteers. In the event there is a sufficient number of qualified volunteers, the Company will not mandate any further stand-by duty assignments. In the event there is an insufficient number of qualified volunteers, the Company may then require employees to serve on stand-by.

R

R

51.02 Stand-by will be rotated among all qualified employees in a geographic area as defined by the Company, on a seniority basis. No employee will be required to serve on stand-by duty for more than one week in each three (3) week period. Employees may volunteer for stand-by duty on a more frequent basis or may trade weeks of stand-by. During the period of stand-by, the employee will be available to take all calls and report to a job site as needed.

51.03 Employees who are designated for stand-by will be utilized in any company location where he/she is qualified to perform the work and must participate in the Home Garage Program during the stand-by period. For example, a Business Services Technician III with a Johnson City reporting location may be on stand-by for other areas depending upon where the need arises and the equipment involved. Additionally, employees may be required to diagnose problems which are outside the area of their responsibility.

51.04 The "Stand-by Technician" will be contacted by telephone and will be available to respond to the trouble within an hour. "Stand-by Technicians" will also be available within one (1) hour for non-connecting call-outs.

51.05 During periods of stand-by, the employee may be assigned a vehicle for business purposes only. If assigned a vehicle, the vehicle must be kept at the employee's place of residence and parked off the public street when possible. If the vehicle cannot be kept at the employee's place of residence due to an ordinance or other regulation, it may be parked at the nearest Company-approved location(s). Employees on stand-by are responsible for ensuring Company vehicles are properly maintained. The Company will pay for all required vehicle maintenance.

51.06 Travel time (for the stand-by program) between an employee's residence and the work center, or between the employee's first/last work assignment, will be paid at the appropriate rates. This is true whether or not the employee is in a company vehicle.

51.07 It is the responsibility of all technicians on call-out to report completion of a case of trouble. This will clear the technician for additional call-outs in the system, and allow the customer to be given a status of trouble report if required.

51.08 The technicians will be paid a differential of one (1) hour per day (straight time) on weekdays and two (2) hours per day (straight time) on weekends and holidays. This differential will be in addition to any call-out pay the technician may earn.

51.09 The stand-by period can be for a normal five (5) day work week, and/or two (2) day weekend or Holiday. Occasional stand-by periods for other lengths of time may be required under unusual, special circumstances or upon service requirements. The assignment of stand-by periods will be at the discretion of the Company.

51.10 When Customer Service Technicians respond to a call-out, they will receive the appropriate call out pay in compliance with Article 13. Additionally, the Customer Service Technician will be eligible for one day of stand-by pay in accordance with Article 51.08. The stand-by coverage will extend until 8:00 a.m. the following day. N

ARTICLE 52
TERM OF AGREEMENT

52.01 This Agreement shall become effective at 12:01 A.M., on the 1st day of September **2014**, and shall remain in full force and effect to and including 12:00 Midnight on the **30th** of **September, 2017** and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement, or terminate the same; provided, however, that the party desiring any such action, modification, or termination, must notify the other party of this Agreement in writing of its desire or intention not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date thereafter. Should either party to this Agreement serve R

such notice upon the other, a joint conference of the Company and the Union shall commence negotiations upon such desired change or modification not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

ARTICLE 53
UNIFORM PROGRAM

53.01 Effective January 1, 2012, 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 classifications which the Company deems appropriate. New hires in those classifications 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.

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.

A pin, not to exceed 1 ½ inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt and may not cover the Company logo.

The Company retains the right to modify, alter, change or delete the uniform program at its discretion. If the Company intends to delete the Uniform program, the Company will provide the Union with 60 days advance notification to discuss the deletion of the program prior to implementation. N

ARTICLE 54
INCENTIVES

54.01 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 employees may be required to make referrals of company products and services and perform informal sales work as part of their normal job duties as it relates to the incentive plan. 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.

WITNESS the signatures of the parties hereto, by their duly authorized representatives, to this Agreement in duplicate, this the **1st** day of **September 2014**.

United Telephone–Southeast

Kevin McCarter
Region President
East Region

Joseph Osa
Vice President
Labor Relations

Communication Workers of America

Richard Feinstein
CWA Representative

Company Negotiating Committee:

Joseph A. Basile
Debbie Bradberry
Ralph Ison
Marchelo Maynor

Union Negotiating Committee:

Bobby Bright
Bryan Simerly
Susan Williams

CENTURYLINK
WAGE SCHEDULE - CWA 3871
EFFECTIVE: September 1, 2014*

STEP	WAGE SCHEDULE							
	I01	I02	I04	I05	I06	I07	I10	I11
Start	$8.83	$8.81	$11.23	$11.75	$12.03	$8.11	$10.27	$11.89
6 Months	$9.97	$9.68	$12.32	$12.90	$13.21	$8.91	$11.28	$13.05
12 Months	$10.91	$10.62	$13.53	$14.17	$14.55	$9.79	$12.39	$14.37
18 Months	$11.69	$11.69	$14.87	$15.58	$15.98	$10.75	$13.61	$15.77
24 Months	$14.32	$12.83	$16.33	$17.13	$17.55	$11.80	$14.95	$17.33
30 Months		$14.09	$17.94	$18.82	$19.29	$12.94	$16.45	$19.06
36 Months		$15.48	$19.72	$20.67	$21.21	$14.22	$18.07	$20.94
42 Months		$16.99	$21.69	$22.74	$23.30	$15.60	$19.85	$23.01
48 Months		$18.66	$23.83	$24.98	$25.59	$17.14	$21.80	$25.27
54 Months		$20.50	$26.21	$27.45	$28.17	$18.83	$23.94	$27.78

Group I01		House Services Person
Group I02		Title Deleted; Schedule Remains
Group I04		Building Operations Repairperson, Lineworker
Group I05		Building Operations Mechanic, Business Services Technician II, Cable Splicer, Cable Splicer/Cutover Technician, Customer Services Technician
Group I06		Building Operations Technician, Business Service Technician III, COE Installer, Radio Technician, Central Office Technician
Group I07		Engineering Clerk-Drafting
Group I10		Titles Deleted; Schedule Remains
Group I11		Combination Cable Splicer/Central Office Installer-Repairworker

**Due to the ratification date of 1/6/15 rates effective 1/1/15*

CENTURYLINK
WAGE SCHEDULE - CWA 3871
EFFECTIVE: September 1, 2015*

STEP	WAGE SCHEDULE							
	I01	I02	I04	I05	I06	I07	I10	I11
Start	$8.98	$8.96	11.43	11.96	12.24	8.25	10.45	12.10
6 Months	$10.14	$9.85	12.54	13.13	13.44	9.07	11.48	13.28
12 Months	$11.10	$10.81	13.77	14.42	14.80	9.96	12.61	14.62
18 Months	$11.89	$11.89	15.13	15.85	16.26	10.94	13.85	16.05
24 Months	$14.57	$13.05	16.62	17.43	17.86	12.01	15.21	17.63
30 Months		$14.34	18.25	19.15	19.63	13.17	16.74	19.39
36 Months		$15.75	20.07	21.03	21.58	14.47	18.39	21.31
42 Months		$17.29	22.07	23.14	23.71	15.87	20.20	23.41
48 Months		$18.99	24.25	25.42	26.04	17.44	22.18	25.71
54 Months		$20.86	26.67	27.93	28.66	19.16	24.36	28.27

Group I01		House Services Person
Group I02		Title Deleted; Schedule Remains
Group I04		Building Operations Repairperson, Lineworker
Group I05		Building Operations Mechanic, Business Services Technician II, Cable Splicer, Cable Splicer/Cutover Technician, Customer Services Technician
Group I06		Building Operations Technician, Business Service Technician III, COE Installer, Radio Technician, Central Office Technician
Group I07		Engineering Clerk-Drafting
Group I10		Titles Deleted; Schedule Remains
Group I11		Combination Cable Splicer/Central Office Installer-Repairworker

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

CENTURYLINK
WAGE SCHEDULE - CWA 3871
EFFECTIVE: September 1, 2016*

STEP	WAGE SCHEDULE							
	I01	I02	I04	I05	I06	I07	I10	I11
Start	$9.16	$9.14	11.66	12.20	12.48	8.42	10.66	12.34
6 Months	$10.34	$10.05	12.79	13.39	13.71	9.25	11.71	13.55
12 Months	$11.32	$11.03	14.05	14.71	15.10	10.16	12.86	14.91
18 Months	$12.13	$12.13	15.43	16.17	16.59	11.16	14.13	16.37
24 Months	$14.86	$13.31	16.95	17.78	18.22	12.25	15.51	17.98
30 Months		$14.63	18.62	19.53	20.02	13.43	17.07	19.78
36 Months		$16.07	20.47	21.45	22.01	14.76	18.76	21.74
42 Months		$17.64	22.51	23.60	24.18	16.19	20.60	23.88
48 Months		$19.37	24.74	25.93	26.56	17.79	22.62	26.22
54 Months		$21.28	27.20	28.49	29.23	19.54	24.85	28.84

Group I01	House Services Person
Group I02	Title Deleted; Schedule Remains
Group I04	Building Operations Repairperson, Lineworker
Group I05	Building Operations Mechanic, Business Services Technician II, Cable Splicer, Cable Splicer/Cutover Technician, Customer Services Technician
Group I06	Building Operations Technician, Business Service Technician III, COE Installer, Radio Technician, Central Office Technician
Group I07	Engineering Clerk-Drafting
Group I10	Titles Deleted; Schedule Remains
Group I11	Combination Cable Splicer/Central Office Installer-Repairworker

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

APPENDIX B

UT of Southeast - CWA 3871
PENSION PLAN
FLAT DOLLAR BENEFIT UNITS

MONTHLY BENEFIT PER YEAR OF SERVICE

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
September 1, 2014 TO August 31, 2015												
Schedule 1	I01	31.10	29.50	28.00	26.40	24.90	23.30	21.80	20.20	18.70	17.10	15.60
Schedule 3	I07	40.80	38.80	36.70	34.70	32.60	30.60	28.60	26.50	24.50	22.40	20.40
Schedule 5	I02	44.50	42.30	40.10	37.80	35.60	33.40	31.20	28.90	26.70	24.50	22.30
Schedule 6	I03	49.30	46.80	44.40	41.90	39.40	37.00	34.50	32.00	29.60	27.10	24.70
Schedule 7	I10	51.90	49.30	46.70	44.10	41.50	38.90	36.30	33.70	31.10	28.50	26.00
Schedule 8	I04	56.90	54.10	51.20	48.40	45.50	42.70	39.80	37.00	34.10	31.30	28.50
Schedule 9	I05	59.50	56.50	53.60	50.60	47.60	44.60	41.70	38.70	35.70	32.70	29.80
Schedule 10	I11	60.30	57.30	54.30	51.30	48.20	45.20	42.20	39.20	36.20	33.20	30.20
Schedule 11	I06	61.10	58.00	55.00	51.90	48.90	45.80	42.80	39.70	36.70	33.60	30.60

APPENDIX B

UT of Southeast - CWA 3871
PENSION PLAN
FLAT DOLLAR BENEFIT UNITS

MONTHLY BENEFIT PER YEAR OF SERVICE

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
		September 1, 2015 TO August 31, 2017										
Schedule 1	101	31.60	30.00	28.40	26.90	25.30	23.70	22.10	20.50	19.00	17.40	15.80
Schedule 3	107	41.60	39.50	37.40	35.40	33.30	31.20	29.10	27.00	25.00	22.90	20.80
Schedule 5	102	45.30	43.00	40.80	38.50	36.20	34.00	31.70	29.40	27.20	24.90	22.70
Schedule 6	103	50.10	47.60	45.10	42.60	40.10	37.60	35.10	32.60	30.10	27.60	25.10
Schedule 7	110	52.80	50.20	47.50	44.90	42.20	39.60	37.00	34.30	31.70	29.00	26.40
Schedule 8	104	57.90	55.00	52.10	49.20	46.30	43.40	40.50	37.60	34.70	31.80	29.00
Schedule 9	105	60.60	57.60	54.50	51.50	48.50	45.50	42.40	39.40	36.40	33.30	30.30
Schedule 10	111	61.30	58.20	55.20	52.10	49.00	46.00	42.90	39.80	36.80	33.70	30.70
Schedule 11	106	62.20	59.10	56.00	52.90	49.80	46.70	43.50	40.40	37.30	34.20	31.10

MEMORANDUM OF AGREEMENT
HOME GARAGING PROGRAM

In order to meet the ever-changing needs of our customers, United Telephone-Southeast (the "Company") and the Communications Workers of America (the "Union") do hereby agree to institute a Program entitled "Home Garaging". This Program will permit affected employees to keep their vehicles at their home locations and be dispatched directly to the customer's location each morning.

Listed below are the guidelines for this Program:

1. The Company will determine which departments and geographic areas will be eligible to participate.

2. Participation will be voluntary.

3. Individuals not electing to participate in "Home Garaging" will be assigned a reporting location.

4. This Program will be flexible in that there may be times certain employees will be required to report to the Work Center or other designated assembly area to complete assigned projects and attend meetings.

5. Employees must live within the selected work area (25 mile radius from normal reporting location) to participate in "Home Garaging", unless this requirement is waived by the Company.

6 Participants must agree to the following:

- ensure the vehicle is properly stored, operated and maintained
- to refrain from using the vehicle for personal activities
- to adhere to all program rules and procedures
- the use or presence of drugs or alcohol or firearms will not be allowed in Company vehicles
- non-company passengers will not be allowed in Company vehicles
- use the vehicles for performing work and traveling between work locations and the employee's residence.

7. Materials ordered will be shipped to the employee's home. Exceptions for large items will be granted at the Company's discretion. The participating employee will be responsible for

providing completed material reports to appropriate locations as determined by the Company.

8. Employees participating in "Home Garaging" will receive their first work assignment via Company designated dispatch system and will arrive at their specified dispatch location at 8:00 A.M. or scheduled shift start time.

9. The end of the tour will be at the last assignment, unless overtime is required, and the pay time ceases when the job is completed at the worksite and the employee begins their travel home.

10. Payroll checks will be direct deposited or mailed to the employee's mailing address. Paycheck stubs will be made available either electronically or via US mail.

11. Employees will be responsible for coordinating their vehicle service maintenance needs (according to Company policy) with their Supervisor. Cost of vehicle preventive maintenance and repairs will be at Company expense.

    NOTE: If first or last assignment is beyond thirteen (13) miles from the employee's home, whether the employee is performing normal work schedule or on a call-out, the employee will be allowed to charge travel time for the amount above thirteen (13) miles.

12. Liability of secured vehicle will be the Company's responsibility, i.e., vandalism, theft, acts of God. Employee is liable for losses due to vehicle being unsecured, limited to tools and equipment. The vehicle loss will be covered by Company insurance.

13. Location of the vehicle during employee vacations will be at discretion of local management.

14. Accidents incurred (personal and vehicle) while enroute to and from worksite are covered by the Company.

United Telephone-Southeast	Communications Workers of America
Joseph A. Basile	Richard Feinstein
Labor Negotiator	CWA Representative

MEMORANDUM OF AGREEMENT
TEMPORARY ASSIGNMENT

In an effort to meet temporary staffing requirements and to minimize the need for contractors, the Company and the Union agree that the Company will have the right to supplement the work force within the jurisdiction of the Union with other Company employees under the conditions outlined below:

Short-Term Temporary Assignments

The Company will have the right to make short-term temporary assignments not to exceed ten (10) working days resulting from the following:

1. Unscheduled absences.
2. Skill and training requirements.
3. Abnormal, nonrecurring workloads (such as weather conditions, PBX installations, unusually high service order or trouble activity).
4. Special projects (such as pay station conversions, inventories, etc.).

Should conditions warrant, the above may be extended for an additional ten (10) working days upon notification to the Union.

Long-Term Temporary Assignments

Where temporary assignment needs are in excess of twenty (20) working days, the Company shall first offer such temporary work to qualified employees who are represented by the Union who are on layoff.

If those employees who are on layoff refuse such temporary work, the Company will have the right to assign other Company employees for a period not to exceed ninety (90) calendar days to perform such work.

These long-term temporary assignments shall be limited to supplementing the existing work force to provide on-site training in digital offices, to perform pre-cutover activities, and installation of central office equipment.

This Memorandum of Understanding shall not be used to eliminate or erode bargaining unit positions in the Union.

Should other situations occur that are not covered above, the Parties shall discuss and handle each occurrence individually. It is also understood that the Memorandum of Understanding shall not be used for recurring routine assignments. The Company shall provide a notice to the Union of any such assignment prior to the effective day of the assignment.

This Memorandum of Understanding shall be effective upon the date of agreement and shall remain in effect indefinitely, unless either party gives the other party sixty (60) days written notice to cancel, revise or modify part of the agreement. In the event agreement is not reached within sixty (60) days after such notice of cancellation, the Memorandum of Understanding shall be terminated.

United Telephone-Southeast	Communications Workers of America
Joseph A. Basile	Richard Feinstein
Joseph A. Basile Labor Negotiator	Richard Feinstein CWA Representative

MEMORANDUM OF AGREEMENT
GRIEVANCE MEDIATION

This Memorandum of Agreement will be effective September 1, **2014** through **September 30th, 2017**. R

The Company and Union will utilize the service of the Federal Mediation and Conciliation Service (FMCS).

If the Union desires to appeal the grievance to mediation, it must submit a written statement of appeal to the Company within ten (10) calendar days after receipt of the Company's final step answer, but grievances may only be taken to mediation by mutual consent of the parties.

Each party shall have one (1) principle spokesperson at the mediation conference. An attorney shall not be used by either party at the mediation conference. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for purposes of statistical analysis. Proceedings before the mediator shall be informal in nature.

The presentation of evidence is not limited to that presented at Step 1 or 2 of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided. The mediator shall state the grounds of his/her advisory decision. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree. If no settlement is reached at mediation, the parties are free to arbitrate under Article 4 of this Agreement. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration. The mediator shall conduct no more

than three (3) mediation conferences per day. Location of the mediation will be mutually agreed to between the parties.

The mediator's fee and expenses will be divided equally between the parties. Each party will be responsible for the wages and expenses of its representatives.

United Telephone-Southeast	Communications Workers of America
Joseph A. Basile	Richard Feinstein
Labor Negotiator	CWA Representative

Letter of Agreement

December 11, 2014

Richard Feinstein
CWA Representative
2275 Vanstory Street
Suite 106
Greensboro, NC 27403

Dear Rick,

The following job classifications listed below are not necessary in this collective bargaining agreement.

In the event the Company elects to hire employees back into one of the below listed classifications, this agreement will be opened to negotiate the wage rates for these affected classifications formerly listed in the 2011-2014 Labor Agreement.

Frameperson
Public Access Technician
Facilities Engineer

United Telephone-Southeast	Communications Workers of America
Joseph A. Basile	Richard Feinstein
Labor Negotiator	CWA Representative

INDEX

A

Able and Fit, 1
Absence, Death, 20
Absence, Jury Duty, 21
Absence, Pall Bearer, 21
Absence, Union, 24
Absence, without Pay, 22
Absence, Witness Duty, 21
Absences, Paid 20
Accident and Sickness Benefits Plan, 50
Administrative/Personal Leave, 22
Agreement Limitation, 68
Agreement Term, 88
Americans with Disabilities Act, 37, 65
Appendix A, Wages, 92-94
Appendix B, Pension, 95-96
Arbitration, 14
Authorized Payroll Deductions, 6

B

Board, Lodging and Travel Allowance, 35
Bridging of Service, 2, 4
Brothers-in-law, 1
Bulletin Boards, 34

C

Calendar Week, 1
Call Out, 1
Call Out Pay, 27
Carryover of Vacation, 72
Certification, 38
Change in Reporting Location, 38
Change in Tour, 44
Choice of Tours, 33
Compensation, 1
Compressed Work Week, 42
Conduct of Union Affairs, 77
Connecting Overtime Hours, 77
Connecting Work, 2
Continuous Service, 2
Contract Labor, 32
Cooperation, 67
COPE, 9

D

Deduction of Dues, 6
Definitions and Applications, 1
Differential Payments, 76
Differential, Connecting Overtime, 77
Differential, Night, 77
Differential, Standby, 88
Differential, Work Leader, 76
Direct Deposit, 67
Disability Leave, 22
Disciplinary Action, 3, 15, 32, 42
Distribution of Agreement, 64
District, 3
Dues Deduction, 6

E

Effective Date of Agreement, 88
Expenses, 35
Expiration of Agreement, 88

F

Family and Medical Leave, 22, 63
Force Adjustments, 81

G

Grievance Mediation (MOA), 101
Grievance Procedure, 10

H

Health and Welfare Benefits, 55
Health, Safety and Appearance, 28
Holiday Assignment, 34
Holiday Pay, 70
Holiday Selection, 69
Holidays, 68
Holidays, Personal, 68
Home Garaging (MOA), 97
Hours of Work, 42

I

Incentives, 90
Inclement Weather, 30
Insurance Benefits, 55

J

Job Bidding, 48
Job Classifications (Letter), 103
Job Descriptions, 37
Job Vacancies, 48
Jobs, New, 37
Jury Duty, 21

L

Layoffs, 18
Leave, Administrative/Personal, 22
Leave, Disability, 22
Leave, FMLA, 22
Leave, Military, 25
Leave, Rules Governing, 23
Leave, Union Business, 24
Leaves of Absence, 22
Limitation of Agreement, 68
Lockouts and Strikes, 41
Lodging, 35
Long Term Disability, 53
Lunch Periods, 31

M

Management Rights, 40
Military Leave, 25
Misdistribution, 3, 82
MOA-Grievance Mediation, 101
MOA-Home Garaging, 97
MOA-Temporary Assignment, 99
Moving Expenses, 38

N

New Jobs, 37
Night Differential, 77
Non-Discrimination, 36

O

Overtime Equalization, 26
Overtime Rate of Pay, 25
Overtime, 25

P

Paid Absences, 20
Pall Bearer, 21
Part Time Employee, 3
Pay Day and pay Methods, 67
Paychecks, 67
Pension Agreement, 57
Pension Tables, 95-96
Personal Holidays, 68
Personal/Administrative Leave, 22
Personnel Records, 15
Physical Examinations, 64
Preamble, 1
Principle Exchange, 4
Probationary Period, 63
Promotion, 4, 50
Promotions and Job Bidding, 48

R

Recall, 18
Reciprocal Seniority, 20
Reclassification, 4
Recognition, 6
Recognition/Incentive Program, 90
Reduction in Force, 18
Regular Employee, 3
Relief and Lunch Periods, 31
Relocation Expenses, 40
Reporting Location Change, 38
Retiree Health Benefits, 56
Retirement Savings Plan, 84
Rights of Management, 40
Rules, 64
Rules Governing Leaves, 23

S

Safety Footwear, 29
Safety Glasses, 29
Safety Policies/Rules, 64
Savings Plan Agreement, 84
Schedules, 33
Scheduling Vacation, 74
Selection of Holidays, 69
Seniority Credit, 17
Seniority, 4, 17
Seniority, Hired on Same Day, 20
Seniority, Reciprocal, 20
Seniority, Super, 84
Separability, 63
Severance Pay, 16
Short Term Disability, 50
Sickness/Accident Benefits Plan, 50
Signature Page, 91
Sisters-in-law, 5
Split Tour, 5
Standby, 86
Strikes and Lockouts, 41
Sunday Work, 5, 42
Super Seniority, 84
Supplemental Income Protection Plan, 79

T

Technological Change, 5, 38
Telephone Concessions, 78
Temporary Assignment (MOA), 99
Temporary Assignments, 44, 65
Temporary Employee, 3
Term of Agreement, 88
Tools, 30
Tour Changes, 44

Tour of Work, 42
Tour, 5, 33
Training/Retraining, 38
Transfer, 5
Transfers, 45
Travel & Expense Policy, 35
Travel Allowance, 27
Travel Time, 35

U

Uniform Program, 89
Union Affairs, 77
Union Bulletin Boards, 34
Union Dues, 6
Union Leave of Absence, 24, 78
Union Recognition, 6

V

Vacancies, Job, 48
Vacancies, Surplus, 82
Vacation Carryover, 72
Vacation Scheduling, 74
Vacation, day at a time, 72
Vacations, 71
Voluntary Benefits, 56

W

Wage Progression, 76
Wage Schedules, 92-94
Wages, 76
Witness Duty, 21
Work group, 5
Work Jurisdiction, 32
Work Leader, 5, 76
Work on Sunday, 42
Work Policies/Rules, 64
Work Schedule, 6, 33
Work Schedule, Posting, 33
Work Tour, 42
Work Week, 42
Worker's Compensation, 53