

**2016 - 2019  
AGREEMENT**

**Between**

**CENTRAL TELEPHONE COMPANY OF TEXAS**

**and**

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 6174**

**EFFECTIVE OCTOBER 1, 2016  
EXPIRATION SEPTEMBER 30, 2019**



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## **DECLARATION OF AGREEMENT**

This Agreement by and between CENTRAL TELEPHONE COMPANY OF TEXAS, d/b/a CENTURYLINK (hereinafter the “Company”), and COMMUNICATIONS WORKERS OF AMERICA, (hereinafter the “Union”), WITNESSETH:

### **ARTICLE I RECOGNITION**

- 1.01 The Company recognizes the Union as the exclusive collective bargaining representative in matters of wages, hours of work, working conditions and other conditions of employment for all of the following:
- a. All Customer Services and Network & Switching, and Clerical employees, including those with the title of Service Representative, who are included in the Bargaining Units certified by the National Labor Relations Board on September 21, 1977 in Case No. 23-RC-4562 (formerly Home Telephone Company), but excluding all other managerial, confidential and professional employees, and guards and supervisors as defined by the National Labor Relations Act, as amended.
  - b. All Customer Services and Network & Switching, and Clerical employees who are included in the Bargaining Unit certified by the National Labor Relations Board on October 23, 1976 in Case No. 16-RC-7297 (formerly Wise County Telephone Company), but excluding all other managerial, confidential and professional employees, and guards and supervisors as defined by the National Labor Relations Act, as amended.
  - c. All Customer Services and Network & Switching employees who are included in the Bargaining Unit as of September 1, 1978, (formerly Clifton Telephone Company), but excluding all other managerial, confidential and professional employees, and guards and supervisors as defined by the National Labor Relations Act, as amended.
  - d. All Customer Services and Network & Switching employees who are included in the Bargaining Unit certified by the National Labor Relations Board on December 1, 1978, in Case No. 16-RC-7838 (formerly United Telephone

Company), but excluding all other managerial, confidential and professional employees and guards and supervisors as defined by the National Labor Relations Act, as amended.

- e. All hourly employees employed at the facilities at West Columbia, Texas, as certified by the National Labor Relations Board in Case NO. 23-RC-4024 (formerly Garrison Telephone Company), including Customer Services and Network & Switching and Clerical employees, but excluding all other employees, guards, watchmen and supervisors as defined by the Act.
- f. All employees included in the Mid Texas Telephone Company Bargaining Unit as of October 1, 1986 but excluding guards, confidential employees, and professional and supervisory employees as defined in the Labor-Management Relations Act of 1947, as amended.

1.02 This Agreement shall apply to all such employees working in the various **titles** shown in attached wage schedules, inclusive, and to the work performed by them at or on the Company's telephone properties located at Humble, South Humble, Kingwood, Porter, Porter Heights, Atascocita, Decatur, Slidell, Sanger, Ponder, Boyd, Alvord, Sunset, Boonsville, Chico, Krum, Clifton, Cransville Gap, Turnersville, Laguna Park-Lake Whitney, Salado, Berclair, Charco, Little River, Moffat, Oenaville, Pawnee, Pettus, Stockdale, Zabcikville, Heidenheimer, St. Jo, Rhome, Killeen, Copperas Cove, Fort Hood Reservation, Harker Heights, Kempner, Nolanville, West Columbia, Glen Flora, Lometa, Florence, Hutto, Milano, Holland, Buckholts, except that -

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- a. Only the occupational wage rates, working hours, holiday and vacation provisions shall apply to part-time employees; and
- b. Only the occupational wage rates and working hours provisions shall apply to temporary employees; and
- c. Only the occupational wage rates, working hours and holiday provisions shall apply to probationary employees until they have completed six (6) months of continuous service with the Company, excluding time scheduled for but not worked. Probationary employees remaining in the employ of the Company after such six (6) months shall automatically be

reclassified as regular employees and credited with six (6) months seniority.

## **ARTICLE II MANAGEMENT RIGHTS**

- 2.01 It is understood and agreed that the Company has all of the customary and usual rights, powers, functions, and authority of management. Any of the rights, powers, functions, or authority which the Company has prior to the signing of this Agreement, or any Agreement with the Union, including but not limited to those in respect to rates of pay, hours of employment or conditions of work, making and enforcing work rules and the disciplining of employees are retained by the Company, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining, subject to Article XIII of this Agreement.
- 2.02 The Company agrees that it will not contract out any work covered by this Agreement, if, as a result thereof, it would become necessary to lay off, or reduce to part-time, or to reduce the rate of pay of any employee, within the affected job **title**.
- 2.03 The foregoing prohibition shall not apply to the consolidation or transfer of work to other CenturyLink work groups. In such cases the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.
- 2.04 At the discretion of management due to service requirements, bargaining unit employees may be required to work at other Company locations outside the bargaining unit on a temporary basis. Similarly, non-bargaining unit employees assigned to Company work locations may be required to perform bargaining unit work on a temporary basis. The use of this provision is not intended to be the direct cause of a reduction of current employees.
- 2.05 The parties agree that the assignment of bargaining unit work to non-unit employees and the assignment of non-bargaining unit work to bargaining unit employees as permitted under this agreement is not intended in any way to affect the separate

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community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.

- 2.06 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 **or locations where Company employees are working or scheduled to work**. 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 reasonable, 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.
- 2.07 During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.
- 2.08 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 Section 2.06 may be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.
- 2.09 Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.
- 2.10 Work and Safety Policies and Rules.

Company may from time to time establish, change and/or withdraw reasonable work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal appearance and dress (including any uniform apparel), performance evaluations, conflicts of interest, visitors, outside employment, smoking,

performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs (including testing), use of vehicles on Company business, and reimbursement for business related expenses.

The Company will provide Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal, state or local legislation or regulations. Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than thirty (30) days after its effective date.

### **ARTICLE III PART-TIME, PROBATIONARY, REGULAR AND TEMPORARY EMPLOYEES DEFINED**

- 3.01 **“Part-time Employees”** are employees who normally work less than thirty (30) hours in the established regular work week. Part-time employees shall accrue service credits for wage progression, vacation pay, and holiday pay on a pro rata basis.
  
- 3.02 **“Probationary Employees”** are those employees who are employed with the understanding that they will become regular employees upon successfully completing a probationary period of six (6) months continuous service, excluding time scheduled for but not worked, provided that they have the requisite ability and qualifications. However, during the probationary period the Company may lay-off, discipline, discharge or rehire such employees with or without cause, and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Employees retained by the Company after their probationary periods shall be considered as regular employees and shall be immediately credited with six (6) months of seniority.
  
- 3.03 **“Regular Employees”** are those who have been employed by the Company for longer than the six (6) months probationary period and are not employed on a part-time or temporary basis. Regular employees temporarily assigned to part-time work shall continue to accumulate seniority and wage length of service credit on a pro rata basis.



- 3.04 **“Temporary Employees”** are employees hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during vacation periods. The Company may, at its option, lay-off, discipline or discharge temporary employees at any time with or without cause, and such action shall not be subject to the grievance and arbitration provisions of this Agreement.
- a. Any temporary employee who has been continuously employed by the Company for a period of six (6) months, shall automatically become a regular employee, unless mutually agreed upon between the Company and the Union and his or her seniority shall date back to date of employment.

#### **ARTICLE IV WAGE SCHEDULES**

- 4.01 The wage progression schedules and differential payments for the various job **titles** set forth in attached wage groups **“C01”** thru **“C06”** and **“18”** and **“19”** inclusive of this Agreement shall be in effect for the term of this Agreement.
- 4.02 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:
- 1) Wage progression/**step** increases will be effective based on the service anniversary date for active, full time employees and based on date last given for part time employees after the employee has worked 1040 hours.
  - 2) **Annual** wage increases will be effective the first day of the pay period closest to the effective date of the increase.

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The Company shall have the right to employ persons at starting wage rates commensurate with their previous training, employment, and experience.

**ARTICLE V  
IN CHARGE DIFFERENTIALS**

- 5.01 When in the Company's judgment, non-supervisory employees are specifically appointed to an in charge capacity as a temporary replacement of a management employees, those employees will be paid a differential of **\$1.75** per hour for all hours worked during the period of such appointment. **R**
- 5.02 The Company shall have the right, in its sole discretion, to determine the need for such supervision, to select the employee to be appointed as such, to fix the period of such appointment, to terminate the appointment, at any time, and to extend the period of such appointment. If, in the Company's judgment, an employee thus appointed is not performing satisfactorily in that capacity, then the Company may immediately terminate the appointment and appoint another employee.
- 5.03 Any such appointment shall not be construed as a reclassification of the employee, or change the employee's job **title**, and shall not affect in any way the employee's right to benefits under this Agreement to which he is otherwise eligible or entitled. **R**
- 5.04 Employees appointed "In Charge" will, whenever possible, be given advance oral notice of such appointments and the probable duration thereof. Confirmation of each such appointment will be posted, not later than the effective date thereof, on the bulletin board in the department involved. Following termination of each such appointment, the bulletin relating thereto will be removed from the bulletin board and held by the Company on file for future reference.
- 5.05 Such appointments shall be made only when, in the Company's judgment, supervision of a group of employees or a property is required during the absence of supervisors due to vacation, leave of absence, sickness or other absence where the regular supervisor, or other supervisor designated in his place, is not readily available by telephone or the job requirements make a replacement necessary. It is not contemplated that the payment of In Charge Differentials will be required for supervisory absences due to scheduled days off, holidays, weekends, or conferences where telephone contacts are readily possible.

**ARTICLE VI  
HOURS OF WORK AND BASIS OF COMPENSATION**

6.01 The regular work day and the regular work week shall be:

**A. Customer Services and Network Department.**

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Eight (8) consecutive hours worked between 7:00 a.m. and 7:00 p.m. exclusive of one (1) hour for lunch period shall constitute the regular work day or shift, except in the case of employees assigned to evening or night shifts. Five (5) such work days or shifts within any calendar week period shall constitute the regular work week.

**B. Posting Work Schedules in Customer Service and Network:**

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1. A Schedule shall be posted or furnished to show the days and hours of work for one week for all Plant departmental employees. The schedule shall be posted or furnished one (1) week in advance of the first scheduled working day of the one week period.
2. New or revised schedules of work shall be posted or furnished at one week intervals following the date of posting of the first schedule.
3. Schedules may be changed from time to time in order to meet service requirements. The Company will provide the affected employee as much advance notice as possible of the effective date of the change in any previously posted or furnished schedule.
4. In the event it becomes necessary to change a posted or furnished schedule with less than twenty-four (24) hours notice in advance of the effective date of such changes, all work performed outside of the original schedule shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay.

**6.02 Call-Outs. It is recognized that due to the nature of our business and the necessity of providing continuous service,**

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**overtime and call outs after hours are a normal part of the business. It is understood and agreed that employees may be required to work overtime hours as directed by the Company and employees are expected to be available and to generally accept call outs.**

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When employees are called back after having been released from a regular day or shift, or before their scheduled starting time of their next regular day or shift, they shall be paid for not less than two (2) hours at **the** overtime rate. Such call-out time shall be computed from the time the employee leaves home and continue until the employee has had time to return home (or the equivalent), except that when the necessary work extends beyond the starting time of the employee's next regular work day only the traveling time from the employee's home to the job shall be included in the computation of the call-out time worked and effective with the beginning of the employee's regular work day he shall be paid at his regular basic hourly straight time rate for the regular time worked.

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### **6.03 Standby**

1. The Company may assign standby time to employees for which straight-time pay will be made. Standby can be assigned for four time frames for each week. Standby shall be assigned by work location, by work group. Time paid for being on standby required under this section shall not be considered as work time for the computation of overtime.
2. **7-Day Standby.** 8:00 a.m. through 8:00 a.m. - **\$190.00** will be paid for the 7 Day Standby.
3. **Weekend/Split Week (63-hour) Standby.** Friday 5:00 p.m. through Monday 8:00 a.m., or other 63-hour time periods commencing at 5:00 p.m. - \$85.00 will be paid for the 63-hour standby.
4. If a shift would include a holiday, an additional \$50.00 will be paid.
5. **24-Hour Coverage.** If a single day (24 hours) period is assigned, **\$35.00** will be paid for the 24 hour coverage.

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6. Standby time will be posted with the normal work schedule. Standby shall be on a voluntary basis, provided a sufficient number of employees within the work group volunteer to be on standby. If there are not enough qualified volunteers to meet the standby requirements in any workgroup, management shall assign standby on a rotation basis within each work group. Such assignment shall be in inverse seniority order.

7. Weekend standby will be assigned by work group, at the Company's option, through a separate rotation list. **R**

8. An employee may have another employee cover his/her shift, providing that such employee is in the same rotation schedule, and the employee(s) notify the supervisor/ alarm center of the change. When scheduling standby, consideration will be given to other schedules.

9. The employee on standby will notify the supervisor/alarm center of his/her location and be available for duty within a reasonable period of time. Pagers or **phones** may be assigned to standby employees where available, but does not relieve the employee of his/her responsibility to keep the supervisor/alarm center updated on their location. Employees on standby may, at the Company's option, be authorized to drive a Company vehicle home for standby use however, it must not be used for personal use at any time. **R**

10. The employee called back to duty from standby will make a reasonable attempt to restore service without referring the trouble back to the supervisor/alarm center for dispatching to another **employee**. The employee is required to notify the supervisor/alarm center of the status of the callout and any additional follow-up required before returning to standby. **R**

**6.04 Inclement Weather:** With a view of minimizing time lost due to bad weather by employees, the Company will arrange, whenever feasible, for the doing of required training work of various kinds during bad weather periods rather than at times when weather conditions permit the doing of regular work. It will likewise provide for the sorting of materials and the repairing and cleaning of tools during such bad weather periods as far as possible, and will cause the scheduling of various odd jobs including occasional **R**

work for other departments of the Company to be accumulated and disposed of during periods of bad weather to the extent consistent with the efficient operation of the business. It is recognized by the parties hereto that these measures can be applied only within practicable limits and that some loss of time due to such conditions cannot be avoided. When weather conditions are such that time is lost on account thereof, the following schedule of wage payments is agreed upon for such periods, it being the understanding of the parties that time paid for but not utilized for work may be utilized by the Company for training the employees affected or for similar activities. The schedule of payment for all classes of employees is as follows:

- a. When employees report in the morning, but do not work due to bad weather - two hours pay;
- b. When employees report in the morning and work during part thereof but quit before noon - four hours pay;
- c. When employees work all morning and part of the afternoon - eight hours pay;
- d. When employees report in the afternoon and work part thereof - four hours pay.

**6.05** If an employee is assigned by the Company to a job **title** calling for a higher wage rate than is paid for his regular job for one (1) hour or more within a day, he shall receive the higher wage rate for such time as he works on the higher rated job. Upon return to his regular job, he shall again receive his regular rate. If the rate for the job to which he is temporarily assigned is lower, the employee's rate of pay shall not be reduced.

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**6.06 Overtime and Sunday**

**The overtime rate of one and one-half (1.5) times the basic hourly rate of pay and is paid under the following conditions:**

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- a) **All hours worked after an employee has worked 8 hours at the basic rate of pay in a workday.**
- b) **All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek**

- c) **All hours worked on Sundays**
- d) **All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 6.02.**

**The following hours will be considered as hours worked and will count toward the daily and weekly overtime calculation described in 6.03 (a) and (b) above:**

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

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

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

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**6.07** If for any reason an employee cannot work his assigned schedule during a normal work week, he may be permitted to work sufficient hours during the week outside of the regular tour of duty to make a minimum of forty hours at regular pay.

**6.08** All mobile employees will take their lunch periods on the job site where they are working, or immediately adjacent thereto, or at a

point in route between jobs. Company vehicles will not be used for the specific purpose of traveling to or from a different location to obtain lunch.

**6.09** Employees shall have the opportunity to exercise their seniority for choice of scheduled hours for which they are qualified, generally not less than every ninety (90) days nor more than one hundred twenty (120) days; provided, however, that such selections may be made more or less frequently when the Company determines that force and service conditions require.

**6.10 Four — Ten-Hour Work Days**

- a. It is recognized that in certain work units or groups, it may be in the best interest of the business to establish a four (4) day schedule as a normal work week. Four (4) ten (10) hour days will be understood to be consecutive, where possible, and apply within the hours of 6:00 a.m. to 7:00 p.m. Sick leave and vacation while working four (4) ten (10) hour days will be based on the amount of hours taken. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days.
- b. Four (4) ten (10) hour work days shall be on a voluntary basis, provided a sufficient number of employees within the applicable work group volunteer for the four (4) ten (10) hour work schedule.
- c. No daily overtime payment as required in Article VI, Section **6.06** shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Continuous work over ten (10) hours in any work day will be paid at the applicable overtime rate. Night differential payment will be paid for hours worked before 6:00 a.m. and after 7:00 p.m.

**ARTICLE VII  
SENIORITY**

**7.01 Purpose.** It is recognized that seniority rules are intended to provide maximum job protection for workers with the longest service, and to eliminate opportunities for favoritism and discrimination in employment by utilizing an objective measurement, length of service to determine the allocation of jobs.

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**Establishment**

- a. Seniority shall be the relative status of employees in respect to length of service with the Company. Length of service for full-time regular employees shall be the total service with the Company, unbroken by discharge, in accordance with terms of this Agreement. Seniority between employees whose length of service is equal shall be determined by age, the employee oldest in age shall be deemed to have the greater seniority. Seniority for new employees hired on and after September 10, 2007, will be determined by using the last four digits of the employee's social security numbers with the higher number being more senior.
- b. Employees who transfer or are hired directly into this bargaining unit who were covered by another bargaining agreement at a CenturyLink/United Company, shall bridge their seniority date they held at the former company, after completing one (1) year of uninterrupted service, and that date shall become the seniority date within this company, providing said company has a like provision in their labor agreement.
- c. The employee's seniority date shall not be used to determine the level of employee benefits. The employee benefits shall be determined based on the employee's System Service Date established by the Company.
- d. Bridging of Company service for the purpose of determining length of participation in the **Embarq Pension Component of the CenturyLink Combined Pension Plan** and the **CenturyLink Union 401(k) Plan** will be governed solely by the provisions of such plans and applicable laws. R
- e. If any employee is transferred to a supervisory or other position so as to be excluded from the coverage of this Agreement, such employee shall retain his or her seniority in the position from which he or she was transferred and, in the event he or she shall be retransferred to such position, shall resume the seniority which he or she had before transferring.

7.02 Insofar as practicable and consistent with rendering good telephone service **and in conformity with Article 11.05**, seniority R

shall apply as follows whenever more than one (1) employee has the qualifications and is capable of performing the work:

- a. Selection of employees for promotion to higher wage rated positions within the Bargaining Unit.
- b. Selection of scheduled working hours for which an employee is qualified in conformity with Article VI, Section 6.08.
- c. Selection of vacation periods in conformity with Article VIII, Section 8.09.
- d. For the purposes of lay-offs, those employees who perform essentially the same type of work within the Company's working areas, and in conformity with Article X.
- e. Voluntary transfers and involuntary transfers.
- f. Temporary assignments.

7.03 Seniority shall be broken and employment terminated for the following reasons:

- a. Quitting;
- b. Discharge for Cause;
- c. Absence for three (3) days without notification to the employee's supervisor (outside the Bargaining Unit) by telephone or in writing on or prior to the third (3rd) day;

Notification of any absence shall be given to the employee's supervisor (outside the Bargaining Unit) before the start of the shift on the first day except in the case of illness or disability of such a serious nature that the employee cannot give such notification;

- d. Failure to report for work at the termination of a Leave of Absence or extension thereof;
- e. Failure of a laid-off employee to report for work within ten (10) days of notification sent to him by Registered Mail,

Return Receipt Requested, to his last address on the Company's records; and

- f. Lay-off for a period equal to whichever is lesser of twelve (12) months or the employee's continuous service with the Company on the date of lay-off.
- 7.04 The Company will, within ninety (90) days after the date of this Agreement, and then quarterly thereafter, prepare a seniority roster of employees covered by this Agreement and copies thereof will be furnished to the Union.

Such roster will show:

- a. The names of all regular employees;
  - b. The department in which each listed employee is employed;
  - c. The last date upon which the employees entered the Company's employ (within the Bargaining Unit);
  - d. Seniority on the "as of" date of the roster; and
  - e. Footnote explanations relative to any periods subsequent to the last date on which the employee entered the Company's employ (within the Bargaining Unit) when seniority did not accrue.
- 7.05 The first roster so prepared shall be subject to review and correction for a period of thirty (30) days, after which time it shall become the official seniority roster, except as to any corrections, if any, to be made through the elimination of inaccuracies presented before the end of said thirty (30) day period, subject only to additions, removals and changes made between the date of the first such roster and the dates of any rosters prepared thereafter.

**7.06 Any bargaining unit employee of the company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored under the following conditions:**

- 1. Only time actually accrued in a company bargaining unit will be credited for seniority purposes.**

2. **The bargaining unit from which the transfer is being made must have contractual provisions that provide for similar recognition of seniority conditions.**

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**Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.**

## **ARTICLE VIII VACATIONS**

- 8.01 Regular and part-time employees will be granted vacation with pay in and for each calendar year on the following basis:
- a. Employees who have been employed for six (6) months or more but less than one (1) year will be granted a one (1) week vacation.
  - b. Employees who have been employed for one (1) or more consecutive years but less than five (5) consecutive years will be granted a two (2) week vacation.
  - c. Employees who have been employed for five (5) years but less than fifteen (15) years consecutive service will be granted a three (3) week vacation.
  - d. Employees who have been employed for fifteen (15) years but less than twenty-five (25) years consecutive service will be granted a four (4) week vacation.
  - e. Employees who have been employed for twenty-five (25) or more consecutive years will be granted a five (5) week vacation.

**NOTE:** An employee not qualifying for full vacation eligibility because of a non-paid leave of absence in excess of 30 days per year, shall have his/her vacation allowance adjusted in the next calendar year. The vacation allowance shall be prorated in proportion to the number of work days missed during the leave period.

- 8.02 A week of vacation shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and Holidays. Employees will not be scheduled to work (except in an emergency) during a vacation period. Service and other business conditions permitting, employees will not be scheduled to work on the weekend prior to or immediately after a full week vacation.
- 8.03 When an authorized holiday falls within an employee's vacation period, either an additional day's regular pay in lieu of vacation or an additional day of vacation shall be provided. The employee and his supervisor will mutually agree before the start of the employee's vacation which of these will be applicable.
- 8.04 Payments per week of vacation will be equal to the employee's basic hourly straight time rate of pay, including applicable positional differentials, times the hours the employee is regularly scheduled to work in a regular work week, (not to exceed forty (40) hours).
- a. For part-time employees the amount of vacation pay per week will be equal to the employee's basic hourly straight time rate of pay (including applicable positional differentials) times the average number of hours the employee worked per week during the four (4) weeks immediately prior to the time of taking the vacation.
- 8.05 Employees whose six month (6) or first (1<sup>st</sup>) year service anniversary date falls within the current calendar year shall be eligible to take the vacation for which their service makes them eligible at any time, subject to their seniority rights, and work and service conditions permitting. However, in the event an employee terminates prior to their six (6) month or first (1<sup>st</sup>) year service anniversary and has taken vacation, the vacation hours taken will be deducted from the employee's final payroll check.
- 8.06 Employees who have completed more than two (2) years consecutive service may take their vacations at any time during the year that work and service conditions and their seniority will permit.
- 8.07 Vacation of up to five (5) days may be carried over into the first quarter of the following year. By September 1<sup>st</sup>, employees desiring to carry over vacation must designate their selection of

specific dates in the first quarter on a seniority basis. During the normal vacation selection process carry over vacation days already selected will have priority in the first quarter. Carry over vacation days reserved to be taken in the first quarter may be changed with the approval of management. Carry over vacation days not utilized by March 31 will be forfeited.

8.08 In September of each year, the Company will post a schedule showing the vacation allowance which each employee at the particular location will be eligible for in the succeeding calendar year and a chart showing available vacation periods in the particular department.

8.09 Beginning September 1<sup>st</sup>, the Company, through its respective supervisors (outside the Bargaining Unit) will consult with all employees eligible for vacations in the succeeding calendar year as to their choice of vacation period(s) for the particular year.

a. Employees may elect to take up to two (2) weeks of vacation (ten (10) paid vacation days) on a day-at-a-time basis.

b. Employees, in like **job titles**, shall be entitled to express preference as to the time of taking their full weeks of vacation and may also choose one week (five (5) paid vacation days) on a day-at-a-time basis in the order of their seniority. The second week (five (5) paid vacation days) to be scheduled on a day-at-a-time basis shall be selected in seniority order after all employees have had an opportunity to express their preference for full weeks of vacation and first week of day-at-a-time vacation days by seniority.

c. Vacation and Floating holiday hours are provided for all incidental absences from work. The employee must use all available vacation and floating holiday hours before hours can be taken unpaid. Employees shall be permitted to take 40 hours of vacation or floating holidays in 1 hour increments.

d. **Vacation/FH hours will fall under two categories, either scheduled or unscheduled time.**

**Scheduled Vacation/FH are those hours selected by the employee in accordance with the Vacation/FH selection process or hours requested by the employee and approved**

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by management. Scheduled Vacation/FH hours are included as part of the standard work week for overtime purposes.

Unscheduled Vacation/FH are those hours that are not pre-scheduled and are requested by the employee and not approved by management. Unscheduled Vacation/FH taken by an employee for pay purposes only shall result in an employee receiving an occurrence/tardy against their attendance according to the attendance policy. Unscheduled Vacation/FH hours are not included as part of the standard work week for overtime purposes.

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- e. Any employee who fails to indicate a choice of vacation period(s) by December 10, will be construed to have waived whatever right he may have had to choose his vacation period(s) for the succeeding year.
- f. Employees who become ill and notify their supervisor prior to the end of their shift on their last scheduled work day before the beginning of their vacation may have that vacation rescheduled during remaining available work weeks.

8.10 Between December 16 and December 31, the Company will establish the vacation time schedule for all employees who will be eligible for vacations in the succeeding calendar year. In doing so, the Company will give consideration to each employee's seniority and expressed choice of vacation period(s) insofar as the available vacation periods established will permit.

- a. Workload, service requirements and other requirements of the business permitting, the vacation schedules shall be prepared in such a manner as will permit a maximum number of vacations to be taken during the more desirable vacation period(s).
- b. After the vacation periods, for all employees who have informed the Company of their choice of vacation period or periods, have been assigned vacation for all employees who will be eligible for vacations in the succeeding calendar year shall be assigned to such periods as remain available.

- c. On or before January 1 of each year, the Company shall make available the vacation time schedule for employees at the particular location and no employee's vacation period shall thereafter be changed, except by mutual agreement between the Company and the employee involved.
  - d. An employee who leaves the employ of the Company before his vacation is completed shall be granted pay in lieu of such vacation, or remainder thereof, if any, unless discharged for just cause.
- 8.11 Vacation treatment to an employee separated from service - An employee who is laid off because there is not enough work before his or her vacation is scheduled to begin, shall be granted an allowance equivalent to pay for such vacation as employee is eligible to be scheduled for at the time of leaving.

An employee who goes on leave of absence, resigns, is laid off or pensioned before his or her vacation is scheduled to begin shall be granted an allowance equivalent to the pay for such vacation as employee is eligible to be scheduled for at the time of leaving.

**ARTICLE IX  
HOLIDAYS**

9.01 The following days shall be observed as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holidays

All regular and probationary employees shall be paid for eight (8) hours time at the employee's basic hourly straight time rate, including applicable positional differentials, for all holidays, whether or not they perform work.

- a. Probationary employees having less than six (6) months seniority will not be eligible for floating holidays.
- b. Part-time employees who regularly work eight (8) hours or more per week will be paid the average number of hours the employee worked per day during the four (4) full work weeks



next proceeding the holiday, but not more than eight (8) hours.

9.02 Employees shall be eligible for floating holidays based on the following schedule:

<b>Service</b>	<b>Floating Holidays</b>
<1 year	<b>See below</b>
1 year < 2 years	6
2 years < 5 years	7
5 years < 15 years	7
15 years < 25 years	7
25 and over	7

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**Employees with less than one year of service shall earn floating holidays** at a rate of twelve (12) hours per quarter. Employees must be employed by the Company on the first working day of the quarter to be eligible for that quarters personal holiday hours.

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Employees transferring into the Company from another location with less than 2 years of service shall earn floating holidays at the rate noted above for new employees. Employees transferring into the Company from another location with greater than 2 years of service shall earn floating holidays at a rate of fourteen (14) hours per quarter. The transferred employee must be employed by the “Company” on the first working day of the quarter to be eligible for that quarters holiday hours. Previous personal/floating holiday hours taken by the transferred employee at their prior location will be deducted from their eligible hours available.

An employee may select floating holidays each calendar year. The days need not be the same each year. Each employee will notify his supervisor (outside the Bargaining Unit) two (2) weeks prior to the day the employee wants to take, when practicable. The Company will make a reasonable effort to grant the employee’s selection, but seniority and service requirements of the Company shall prevail.

9.03 If an employee is on leave of absence or accident and sickness when a holiday falls, he will not receive holiday pay for that holiday.

9.04 When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

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9.05 Employees who work on a holiday shall be paid at one and one-half (1 1/2) times the employee's basic hourly straight time rate for all time worked within a normal day or shift and in addition:

a. Employees will be paid for all hours worked over the normal day or shift worked on holidays (**excluding callouts**) outside the employee's normal daily day or shift at the employee's holiday overtime rate of two (2) times the employee's basic hourly straight time rate.

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**b. Callouts on a holiday shall be paid at one and one-half (1½) times the employee's basic hourly straight time rate.**

9.06 Employees failing to work on a holiday for which they are scheduled to work, or employees failing to work on either their last scheduled work day preceding, or their first scheduled work day following the holiday shall receive no holiday allowance or other holiday pay, unless excused by the Company.

## ARTICLE X FORCE ADJUSTMENT & RECALL

### 10.01 Voluntary Termination

**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 voluntary termination, in seniority order, to employees. The Company may offer voluntary termination 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.**

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**Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article XXII of**

**this Agreement that would be provided to the least senior employee in the affected job title and location and will receive all other entitlements due them.**

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**The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth herein if it deems appropriate. In the event the Company decides to offer an enhanced voluntary termination payment, the Company shall communicate its intentions and the details of the enhancement to the Union prior to extending any offer to employees.**

10.02 In the event force adjustment directly involving a surplus of employees is found to be necessary, the method for accomplishing the force reduction shall be on the basis of seniority. However, due consideration shall be given to qualifications, ability, skill, physical fitness, and active disciplinary record.

10.03 In the event there is lack of work in any job title in any work location for employees covered by this Agreement, the Company shall decide the necessity for and the extent of the force adjustment and the following shall be the lay-off and rehiring procedure, subject to provisions set forth in other Sections of this Agreement. The Company agrees to make every reasonable effort to avoid laying off employees. In addition to the options listed in this Article, these efforts may include temporarily assigning employee(s) to another job **title** for which they are qualified.

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10.04 No Reduction in Headcount Overall

In cases of work force adjustments where the Company has determined a need to reduce a job **title** in one report location and increase it in another report location, the Company will give consideration to volunteers on the basis of qualifications and seniority in the report location being reduced and transfer the required number of qualified employees to the report location being increased. If there are not enough volunteers, the Company may transfer the required number of qualified least senior employees to the report location being increased. Where the distance between the two reporting locations is greater than 50 miles, the Company shall effect the reduction in accordance with the provisions set forth in Article 10.10.

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Any transfer under this Article shall be the result of a reduced need in quantity of scheduled productive work hours by reason of technological change, altered market requirements for services or products, shifts in general economic conditions, or other similar factors that may influence the conduct of the Company's business.

10.05 In order to avoid a lay-off, it may be determined by the Company at its sole discretion that those employees remaining shall remain at work until there is insufficient work to be provided them with a work week of thirty-two (32) hours. Should the Company determine it necessary to reduce the work week of any employee, it will review with the Union its reasons for the reduction in hours.

10.06 The Company may at its sole discretion elect to temporarily lay-off employees, in seniority order, in order to relieve a surplus condition or react to business needs. Any such temporary lay-off of an employee will not exceed sixty (60) days within a calendar year. Employees being placed on temporary lay-off status are not permitted to exercise any bumping rights as outlined in this Article. Any employee on temporary lay-off will continue to receive insurance benefits. Employees on temporary lay-off status will not be eligible to use accrued vacation or floating holiday time during the temporary lay-off period. At the end of the temporary lay-off period the employee will either be returned to their former position or will be laid off in accordance with the provisions as set forth in other Sections of this Agreement.

10.07 Should a reduction in force be deemed necessary, the Company will first offer transfers, in seniority order, to fill existing job vacancies provided the following conditions exist:

- a. The job vacancy is not in a higher **wage group**.
- b. The displaced employee has the skill and ability to perform the vacant job with a minimum of on-the-job training and familiarization. If formal classroom training is required, the displaced employee does not have the necessary skill and ability to perform the job.

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10.08 A job vacancy is defined as one that has been posted or about to be posted and an award has not been made. During a layoff period, Section 10.08 of this Article supersedes and causes Article XI to be inoperative. The terms and conditions of Article XI,

however, shall remain operative if the job vacancy is in a higher **wage group** than that of the employee(s) to be laid off.

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10.09 When a reduction in force is still deemed necessary by the Company, temporary and probationary employees at the affected location in the affected job title(s) shall be first laid off.

10.10 Should further reduction of force be necessary, in seniority order, employees who have been identified as surplus may exercise one of two options by bumping an employee with less seniority as follows:

1. First option, the surplus employee, if qualified, may exercise his/her seniority to remain in the area as follows: (See Appendix A for exchanges included in three (3) districts for bumping purposes.)
  - a. The surplus employee may bump the least senior employee within the job title(s) for which the employee **has formerly held and** is qualified, in the same district in the same **wage group**.
  - b. If the surplus employee does not have sufficient seniority or qualifications to bump in his/her classification, the surplus employee, may bump the least senior employee within the job title(s) for which the employee **has formerly held and** is qualified **and**, in the district in the next lower **wage group**.
  - c. When necessary, this procedure is continued to the next lower **wage group** until the employee either bumps a junior employee or until it is determined the employee cannot exercise a bump within the area.
  - d. It is understood and agreed that an employee exercising a bump right has no choice of job titles. Rather, the surplus employee must bump the least senior employee within all job titles for which the employee **has formerly held and** is qualified within the **wage group**. Further, the bumping employee must have the **current** skill and ability to perform the new job with a minimum of on-the-job training and familiarization (**80 hours or less**). If formal

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classroom training is required to perform the work, the employee may not bump.

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2. Second Option, the surplus employee may bump the employee with the least seniority in the same job title within the company.
  3. An employee who is bumped shall be added to the surplus list in seniority order and such employee shall have bump rights as specified in paragraphs 10.10 (1) & (2).
  4. Employees are laid off when it is determined no bump rights are available.
  5. In order to protect the legitimate needs of the business the Company may retain, without regard to seniority, up to 10% (no less than one employee) of the total employees at the affected location in the affected job title(s). The Union will be notified, in writing, of the names of the employee(s) retained under this provision. An individual may only be protected two (2) times during the life of this Agreement.
  6. As part of any reduction in force the Union may retain, with Union and Company consent, up to 10% (with any fractional number adjusted upward to the next whole number) of its Stewards whose services are essential to the Union from any calendar year.
- 10.11 When an employee exercises a transfer or bump right that results in a lower rated job title, the employee shall be paid the wage rate of the lower job title. The employee will be placed at a rate of pay in the new job title based upon the employee's progression step at the time of layoff.
- 10.12 When an employee exercises a transfer or bump right because of a reduction in force, the one (1) year waiting rule as described in Article XI is waived.
- 10.13 Regular employees who are on a lay-off status shall first be offered re-employment under the following conditions:
1. In recalling laid-off employees following a force adjustment the recall shall be based on seniority. However, due

consideration shall be given to qualifications, ability, skill and physical fitness.

- 10.14 Laid-off employees will be offered re-employment prior to the hiring of new employees. The Company will be under no obligation to recall former employees who have been laid off continuously for more than twelve (12) months. To be eligible for recall, the employee must notify the Company within ten (10) days of written notice received from the Company. Certified mail, return receipt requested, to the last known address as furnished by the employee will fulfill the Company's obligation.

## **ARTICLE XI JOB VACANCY**

- 11.01 Job postings will be available on-line on the Company's internal website, and, at the Company's discretion, may also be posted on external websites used for that purpose. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids and applications from outside of the bargaining unit or outside of the Company. Notice will be posted one (1) week in advance of filling of vacancy.

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

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

- 11.03 An employee who has been selected on a job vacancy may not bid or request another job vacancy for twelve (12) months from the day he or she was placed in the new job. An employee who submits a bid on a job vacancy and is selected as the successful candidate but elects not to accept the new job, may not bid or request another job vacancy for twelve (12) months from the day

he or she rejects the job offer. Exceptions require management approval if there are no qualified bidders.

11.04 These limitations shall not apply to an employee force adjusted under Article 10 to the extent that the employee is seeking to retreat to the position from which the employee was force adjusted.

**11.05 Selection Process**

It is understood the Company may consider candidates outside the Company and/or bargaining unit whenever filling vacancies. The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. In order to be considered a candidate for selection, the applicant must successfully pass any reasonable and appropriate tests used by the Company for the position. If the applicant passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. It is understood that the Company may not have access to some of the same information (for example, attendance and any performance evaluations) on outside applicants but will make reasonable attempts to obtain such information. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate, from any source as determined by the Company. In the event an internal candidate is deemed the most qualified the job shall be offered to him/her. In the event multiple internal candidates are determined to be most qualified by the Company, seniority will govern.

11.06 The Company will notify selected candidates of their selections within ten (10) calendar days. Employees not selected for the job vacancy may contact the hiring supervisor to review their unsuccessful bid for the job vacancy.

11.07 In the event there is any dispute as to the most qualified candidate and a grievance is filed, the grievance shall identify the candidate whom the Union deemed to be the most qualified. Each party shall then identify the specific factual basis for its position during the grievance discussions.



**11.08 Notification of Bid Results**

The Company will send the results of the posting to the appropriate Union Representative within twenty-eight (28) calendar days after the initial posting date of the job vacancy notice. If an award is made, the notice will give a tentative date the position will become effective. The pay change becomes effective on this date.

**11.09 Probation**

An employee transferred in accordance with this Article XI shall be employed on the job to which he was transferred into for a reasonable trial period not to exceed six (6) months. If, during the six (6) month trial period, an employee transferred in accordance with this Article XI still is unable to satisfactorily perform the job to which he was transferred, such employee shall be returned to his former job, with no loss of seniority (during the six (6) month period). If an employee requests to be returned to his former job **title** during this six (6) month trial period, such request may be granted by mutual agreement with the employee's supervisor.

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**11.10 Location Placement Process**

Employees seeking to change work locations within CWA 6174 without changing their job title, will submit a request in writing to management. When the company determines an opportunity becomes available at a work location management will review the qualifications of interested employees and make selections based upon qualifications, seniority and date of submission of transfer request.

1. Transfer location bids shall expire on December 31st of each calendar year. Employees interested in being considered for a location transfer must submit a new transfer request on or after December 31st of each calendar year.
2. Employees submitting transfer requests during the first 30 days of any calendar year shall be considered to have bid on the same date. Employees bidding after the first 30 days of any calendar year will be considered on a first come first serve basis.
3. Employees shall be limited to two (2) transfer requests at any time during the calendar year.

4. Employees who are offered a transfer request and decline shall be restricted from being considered for another transfer request until on or after December 31st of any calendar year.
5. Employees who transfer must remain at that location for 12 months, thus forfeiting Article 11.05.
6. Employees desiring to move from one location to another, as determined by the company, may be disqualified if they have active formal disciplinary action.

In the event a position cannot be filled through the Location Placement Process, the bid process in accordance with Article 11 shall be followed.

7. Assignments will begin as soon as practical as determined by the Company not to exceed 90 calendar days. Only those employees who are seeking a job title change or a promotion shall be permitted to bid on positions in accordance with Article 11.01.

#### **11.11 New Job Titles**

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

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**The Company shall notify the Union in writing at least thirty (30) calendar days before the new job title is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.**

The Union shall have the right, within thirty (30) calendar days from receipt of the notice **from the Company**, to request negotiations concerning the **initial wage rate or wage schedule**. If the Union does not **initiate such** negotiations, **the matter shall be considered closed for the duration of the contract.**

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

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

**Modified Job Titles**

**First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job title and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment, or systems is routine and has minimal (in contrast to a substantial) impact must be brought by the Union within thirty (30) calendar days of the date of the change using the Arbitration Procedure below.**

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

**The Company shall notify the Union in writing at least thirty (30) calendar days before the changes are implemented, and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.**

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

**The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding,**

but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

**Arbitration Procedure for Disputes Over New and Modified Job Titles**

Although the Company may create a new job title, or modify the nature and scope of existing job title, without bargaining, the effects of such actions shall be subject to final and binding arbitration according to this procedure.

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

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

**ARTICLE XII  
ABSENCES FROM DUTY**

**Leaves of Absence**

**12.01 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's Leave Policy. Administrative/

Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling **twelve (12)** month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available Vacation/Floating Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

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#### 12.02 **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's Leave Policy.

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#### 12.03 **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 Leave of **Absence** Policy. Employees on disability leave may qualify for benefits under several Company plans (Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.

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#### 12.04 **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's Leave **of Absence** Policy.
5. The Company maintains the right to modify or amend the administration guidelines described in the Company's Leave **of Absence** Policy at its discretion.

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### **12.05 Retention of Seniority and Service on Leave**

Employees on approved Family and Medical Leaves will accrue seniority and service for the first twelve (12) workweeks of such leave. Employees on leaves of absence for other reasons will accrue seniority and service for only the first 30 days of such leaves.

### **12.06 Leaves for Union Representatives**

Any employee appointed to any position with the Union shall be granted leaves of absence, if requested, from the Company either for the duration of such appointment or for such periods as may be necessary in the performance of Union duties not to exceed a total of three (3) years. A leave of absence under this Section will be granted with the following conditions:

- a. Upon the granting of such leave of absence, the employee's seniority shall accumulate throughout the period of his or her leave of absence.

- b. Such employee may retain his or her rights to life insurance, dental, group health insurance and major medical benefits provided the employee pays the full amount for each benefit he or she wishes to maintain. Payments by the employee are to be made in accordance with standard Company procedures.
- c. The maximum credited and continuous service allowance for pension benefits is two (2) years.
- d. Upon return from the leave, the employee shall be re-employed at his or her regular work or its equivalent, seniority permitting, and providing he or she is qualified for such work.
- e. The rate of pay upon return from leave shall be that rate on the wage schedule the employee would have reached if he or she had remained an active employee.
- f. All rights of an employee under a leave of absence granted under this Section shall terminate if the employee resigns his or her employment with the Company or accepts employment with a new or different employer other than the Union, prior to the expiration of the leave.
- g. No more than one (1) employee shall be on such leave of absence at any one time.
- h. The Company will excuse without loss of basic pay (not to exceed 8 hours per day or 40 hours for the duration of negotiations) three (3) employees on the Union contract negotiating committee.

**12.07 Miscellaneous Paid Absences**

- a. **Death.** In the case of death in the immediate family of an employee, absence with pay for scheduled time will be granted for the day of the death to, and including the day after the funeral, not to exceed five (5) days. The term “immediate family” as used herein, is defined as mother, father, brother, sister, husband, wife, **domestic partner**, child, step-child, step-siblings or step-parents. In the event of a death of an aunt, uncle, niece, nephew, grandparent, grandchild or in-law (including mother, father, son, daughter, brother, sister and grandparents) and persons living in the same household of an

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employee, absence with pay for scheduled time will be granted for the day of the death to, and including the day after the funeral not to exceed three (3) days. Additional time off without pay may be granted if necessary and requested.

- b. **Jury, Witness and Election Duty.** Any regular employee who has been lawfully summoned to report for jury service, or subpoenaed to appear as a witness in court, and who actually performs jury service, or appears as a witness, will be paid by the Company at his basic hourly straight time rate of pay for such regular time as he is required to be absent from duty, (not to exceed eight (8) hours per day), provided that:
  1. Such employee notifies his immediate supervisor (outside the Bargaining Unit) of the receipt of such summons or subpoena on the employee's first scheduled work day following receipt of such summons or subpoena - unless prevented from so doing by conditions beyond the employee's control - will be assigned or reassigned, to a regular 8:00 a.m. to 5:00 p.m. day or shift for the period of such service.
  2. Any such employee who on any day is excused from such jury or witness duty, at a time that will permit him to return to work for a part of the day, shall communicate with his immediate supervisor (outside the Bargaining Unit) for such assignment as is reasonable under the circumstances.
- c. **Military Duty.** Any employee who enlists or who is inducted into the military forces of the United States shall be re-employed in accordance with the re-employment rights provided under the Vietnam Era Readjustment Assistance Act, as of now or hereafter amended, upon his or her return from a military leave of absence. Subject to the seniority and associated provisions of this Agreement and provided that the employee has the physical and mental fitness and capacity to perform the work --be reinstated:
  1. On the same job, he or she left when such leave of absence began, provided that job is available; otherwise



2. At work generally similar to that in which he or she was engaged immediately prior to the beginning of such leave of absence, and at the appropriate wage progression schedule rate applicable to such work, provided that such job is available; otherwise
3. If no vacancy exists in any job referred to under a. or b., one (1) may be immediately created by demotion or lay-off subject to the provisions of Article X, "Force Adjustments."
4. Employees on annual military active duty or active duty training will be paid their basic hourly rate for up to two (2) weeks per year (up to eighty (80) hours), and paid the difference between their military base pay and their regular pay for the two week period by the Company. The employee must submit a copy of his military pay voucher to the Payroll Department so that the adjustment to make up the difference in pay can be made as soon after completion of the training period as possible. The Company's obligation to reimburse an employee for difference in pay for mandatory military service shall be limited to a maximum of two (2) weeks per calendar year.
5. Employees who are to be gone for more than (2) weeks during any one (1) year will be allowed to use available vacation time, or will be granted an unpaid leave of absence. All arrangements should be discussed with the immediate supervisor as far in advance as possible.

**12.08** Service and other business conditions permitting, any employee who is an authorized representative of the Union and whose Union assignment requires that he be absent from the Company will, upon request by the employee to his supervisor (outside the Bargaining Unit) be excused without pay.

All requests for such excused absences shall be made as far in advance as possible and the Company shall act promptly upon each request. Such excused absences shall not exceed thirty (30) calendar days in any calendar year.

The Company agrees to allow, not to exceed a total of thirty (30) days time off to a Union Officer, Steward or other designated representative of the Union who are employees of the Company. In no instance shall the time off allowed the employee be a penalty against their net credited service. The Union recognizes that service requirements must be taken into account in determining the number of employees to be excused during any one period. Except where it is impossible because of time or other circumstances, the Union shall give the Company two weeks prior notice. In those instances where such notice is in fact given, the Company will allow such time off.

The Union President and Vice-President shall be allowed up to ninety (90) days off per year. It may be mutually agreed between the Company Human Resources Manager or his designated representative and the Local President to extend the ninety (90) days.

**12.09** The Company agrees to provide STD benefits for all regular full-time employees on a non-contributory basis. Regular part-time, temporary, or occasional employees are not eligible for STD benefits. The administration of STD leaves, including the application process and timelines, eligibility rules, notice requirements, return to work rights, and modified duty programs will be governed by the CenturyLink Disability Plan (the "Plan").

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

Vacation/FH 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/FH hours before hours can be taken unpaid. If an employee does not have available Vacation/FH hours, those hours for which Vacation/FH are not available shall be non-paid.

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

The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and "fitness for duty" examinations.

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. **Short Term Disability hours are not included in the calculation of daily or weekly overtime.**

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- i) **For employees hired, re-hired or transferred into this bargaining unit before January 1, 2018, 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.

If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
1 yr but < 2 yrs	2 weeks	24 weeks
2 yrs but < 3 yrs	4 weeks	22 weeks
3 yrs but < 4 yrs	6 weeks	20 weeks
4 yrs but < 5 yrs	8 weeks	18 weeks
5 yrs but < 6 yrs	10 weeks	16 weeks
6 yrs but < 7 yrs	12 weeks	14 weeks
7 yrs but < 8 yrs	14 weeks	12 weeks
8 yrs but < 9 yrs	16 weeks	10 weeks
9 yrs but < 10 yrs	18 weeks	8 weeks
10 yrs but < 11 yrs	20 weeks	6 weeks
11 yrs but < 12 yrs	22 weeks	4 weeks
12 yrs but < 13 yrs	24 weeks	2 weeks
13 yrs or >	26 weeks	0 weeks

- ii) **For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2018, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.**

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

- iii) 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.
- iv) 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.

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

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

#### **12.10 Workers' Compensation Benefits**

- A. The Company will provide all Workers' Compensation benefits required by statute to an employee who sustains an on-the-job injury.
- B. **For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2018**, the company will provide an employee a salary continuation benefit (called **Workers' Compensation Supplemental Pay or WCSP**) equal to 85% of regular base pay when combined with the Worker's Compensation benefit.

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**For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2018**, the Company will provide an employee a salary continuation benefit (called **Workers' Compensation Supplemental Pay or WCSP**) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

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.

- C. An employee is never entitled to more than 85% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both 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.
- D. 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 benefits exhaust, or when employment would otherwise terminate because of reduction in force.
- E. **WCSP** hours are not included in the calculation for daily or weekly overtime.

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### **ARTICLE XIII GRIEVANCE AND ARBITRATION PROCEDURE**

13.01 A grievance is hereby defined as a claim or dispute regarding the interpretation or application of the terms of this Agreement or the discriminatory application of any of the Company policies, procedures, routines or rules which are concerned with the employees' working practices, or any claim or dispute arising from the suspension or discharge of any employee. In order to be timely filed, a grievance must be reduced to writing and submitted to the Company's Employee Relations Manager within thirty (30) days following the event giving rise to the grievance.

**NOTE:** "Days" as used in this Article shall not include Saturdays, Sundays, or Holidays.

13.02 Prior to the filing of a written grievance, both the Company and the Union, through their selected representatives, will meet within ten (10) working days of the occurrence and attempt to informally resolve the alleged violation.

### **Step 1**

If the grievance is not resolved at the Informal Resolution, the Union may refer the grievance for a meeting with the Area/General Manager or designee by making a written request within ten (10) working days after receiving the supervisor's informal response. The meeting may be conducted face-to-face or via telephone conference and shall be held within ten (10) working days of the Union request, and the Area/General Manager or designee shall issue a written response within ten (10) working days following the meeting. If the Area/General Manager or designee does not provide a timely written response, the grievance automatically moves to Step 2.

### **Step 2**

If the grievance is not resolved in Step 1 above, the Union may refer the grievance for a meeting with the Manager, Labor Relations or designee by making a written request within ten (10) working days after receiving the Step 1 response. The meeting may be conducted face-to-face or via telephone conference and shall be held within ten (10) working days of the Union request, and the Manager, Labor Relations or designee shall issue a written response within ten (10) working days following the meeting. If a timely written response to the grievance is not given, the Union may move the grievance to arbitration by timely following the procedure in Article 13.05. Any grievance arising as a result of a termination of employment or a change in benefits will be entered into the grievance procedure directly at Step 2. Other issues that cannot be adjusted at Step 1 of the grievance procedure may be escalated directly to Step 2 upon mutual consent.

Once the grievance has been reduced to writing, representatives of the Company will not settle nor attempt to settle the grievance with any employee involved unless a Union representative has been given an opportunity to be present.

- 13.03 The above procedure in Sections 13.01 and 13.02 shall be completed by the parties within sixty (60) days from the occurrence of the event giving rise to the grievance. It is understood; however, that this period may be extended by mutual agreement if, for all practical purposes, the above described processes cannot be completed within the sixty (60) day time limit.

- 13.04 If the grievance is not settled, the grievance shall, upon written notice to the Company, signed by the aggrieved employee and the Union representative (authorized to act with regard to the grievance at this step) be submitted to arbitration during the term of the agreement.
- 13.05 In order to be timely filed for arbitration, the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Arkansas, Kansas, Louisiana, Missouri, New Mexico and Texas to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Manager, Labor Relations within thirty (30) days of the Step 2 answer. The submission shall contain a clear and concise statement of the nature of the dispute, the position of the party seeking arbitration and the remedy of relief sought.
- a. The Arbitrator shall be limited to the expressed terms of this Agreement, and he shall have no authority to add to, subtract from, alter or modify in any manner the specific written terms of this collective bargaining Agreement.
  - b. The Arbitrator shall not be authorized to award punitive damages or penalties. Where the grievance submitted to arbitration involves the payment of money by the Company retroactively or otherwise, to an employee or employees covered by this Agreement, the Arbitrator shall have the authority to include in his award an order for such payment of money, retroactively or otherwise, if in his judgment such award is justified under the contract. In determining back pay, if any, in discharge cases, interim earnings, including payments received from the Texas Employment Commission, shall be deducted from the amount the employee would have earned with the Company.
  - c. Each party shall bear its own cost and share equally the cost of the arbitrator and hearing room.
  - d. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a



copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.

- 13.06 Nothing contained herein shall be construed to prevent the Company and the Union from mutually resolving outstanding differences at any time.
- 13.07 The Company agrees to allow a reasonable number of representatives from the employee's group to participate in the presentation of grievances without loss of normal pay due to time spent in the actual presentation of grievances and travel, provided this shall not apply to more than three employees as respects pay unless it is mutually agreed that more than three shall receive pay for such time. Such time shall be considered as time worked.
- 13.08 The decision and/or award of the arbitrator shall be final and binding on both parties and enforceable in a court of law.

#### **ARTICLE XIV TRAVEL-TRANSPORTATION-BOARD AND LODGING**

- 14.01 **Travel Time.** All traveling at the request of the Company shall be done on time paid for by the Company, provided:
- a. If the employee travels as a passenger on one of his regular work days, the travel time involved will only be counted and paid for as time worked to the extent that when combined with the time worked by the employee on that day it will not exceed the number of hours of his normal work day.
  - b. If the employee travels as a passenger on a day on which he normally would not work, the travel time involved will only be counted and paid for as time worked to the extent that the travel time does not exceed the number of hours of his normal work day.
- 14.02 Transportation and Board and Lodging Transportation shall be furnished from normal exchange area to job, job-to-job, and job to normal exchange area provided that:
- a. When an employee is temporarily assigned to work at a different exchange area than the employee's normal exchange area, the Company will at its option either:

1. Furnish daily transportation, on Company time to and from the location of the temporary assignment; or
2. Furnish transportation, on Company time, to and from the location of the temporary assignment, at the beginning and end thereof, and also furnish the employee with a per diem of \$35.00 per day and lodging for the period of such temporary assignment. The per diem allowance is intended to provide reimbursement for meals and laundry.

“Exchange Area,” as used above, is defined as the territory presently or subsequently designated for exchange telephone service for the particular exchange (city or town and its environs) including such territory served by all offices in a multi-office or metropolitan exchange within the same wage **group**.

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#### 14.03 **Training Expenses**

Employees who incur travel and subsistence expenses due to a training assignment shall be reimbursed in accordance with this section of the Labor Agreement. Reimbursement is for certain normal and reasonable expenses incurred while attending Company sponsored training. It is not intended to provide full reimbursement for all personal expenses incurred by the employee.

- a. For each day of training requiring an employee to stay overnight, a fixed per diem amount of reimbursement is set at \$35.00. The per diem allowance is intended to provide reimbursement for meals and laundry.
- b. Due to the location of the training site, it may be appropriate to provide reimbursement based upon reasonable expenses. With advanced approval from the employee’s supervisor these expenses shall be reimbursed in accordance with the CenturyLink Employee Travel and Entertainment Reimbursement Financial Practice. Receipts may be required to substantiate expenses when reasonable expenses are authorized.

- c. Reasonable receipted expenses incurred on travel days are reimbursed in accordance with the CenturyLink Employee Travel and Entertainment Reimbursement Financial Practice. Actual meal expense on travel days shall not exceed the per diem allowance listed in paragraph (A) above.
- d. When employees are required to attend training within the district away from their normal reporting exchange, noon meals will be reimbursed in the amount of **\$8.00**.
- e. All other expenses, including lodging, rental cars, and telephone expenses, shall be reimbursed in accordance with the CenturyLink Employee Travel and Entertainment Reimbursement Financial Practice.

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#### **14.04 Travel to and from Training Location**

- a. The actual cost by the most suitable means of public transportation is reimbursed in accordance with the CenturyLink Employee Travel and Entertainment Reimbursement Financial Practice. This would include public transportation to and from the training location, authorized intermittent return trips and local transportation while at the training location.
- b. An employee may be authorized to drive his/her private vehicle. The total reimbursable amount for travel time pay, mileage and other associated expenses, such as toll road fees, shall not exceed costs normally incurred when utilizing the mode of transportation specified by management. Personal vehicle mileage will be reimbursed in accordance with the CenturyLink Employee Travel and Entertainment Reimbursement Financial Practice and based on the most direct highway route.
- c. If a Company vehicle is provided enroute expenses not charged to the vehicle credit card system such as gas, oil and emergency repairs or toll road fees are reimbursable.
- d. No employee shall leave a training session prior to its conclusion to begin his/her return trip home.
- e. Employees released from training four (4) or more hours prior to their commercial carrier departure, are expected to make a

reasonable effort to reschedule their departure arrangements permitting an earlier departure and return trip home.

- f. Paid work hours for travel to and from a training site shall be limited to the hours required to reach the site by commercial carrier. This shall include a reasonable waiting time prior to any commercial carrier departure.
- g. Upon arrival at the employee's home or work location the employee is expected to report to his/her supervisor or work location to finish a normal work day. However, if this day is an overtime day, the employee's time would stop upon reaching his/her home location.

#### **14.05 Traveling from Training Location to Home Before Completion of Training Session**

- a. Employees enrolled in training programs for four weeks in length are reimbursed for the expenses of a return home visit on the second weekend, or with advance management approval, the spouse may visit the training location.
- b. Employees enrolled in training programs for five or more weeks in length are reimbursed for the expenses of a return home visit every third weekend, or with advance management approval, the spouse may visit the training location.
- c. If the employee prefers to have the spouse visit the training location as an alternative to the return home visit, the travel expense for the spouse is reimbursable only when specifically approved in advance. Reimbursable transportation expenses for the spouse are the same as for the employee.
- d. All other trips to and from home or any other destination are at the employee's expense.

#### **14.06 Local Transportation at Training Center**

- a. Company pool vehicles may be provided when available for local transportation. Other arrangements may be made to transport students to and from the training center and the motel.

- b. Arrangements for local transportation should be made prior to attending out-company training sessions. This may require advance arrangements for rental vehicles when authorized. If approved, rental vehicles are to be economy, compact type vehicles. Management shall determine the need for local transportation depending on training location, length of course, and number of students attending.

#### 14.07 Expense Reports

- a. The employee is responsible for reporting expenses and providing receipts in accordance with the CenturyLink Employee Travel and Entertainment Reimbursement Financial Practice.
- b. A cash advance to cover the per diem expenses should be utilized using the ATM withdrawal option on the employee's GE Corporate Card. The cash advance should be reported on the employee's expense report in the Per Diem category and the ATM fees should be reported in the ATM Fees category. Both the cash advance and associated ATM fees should be charged to the Corporate Card.

### **ARTICLE XV SAFETY AND HEALTH**

- 15.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and shall establish and pursue a Safety Program.
- 15.02 Employees shall comply with all proper safety rules and practices established by the Company.
- 15.03 In the event of an accident or injury, the Company will notify the Union as soon as it is determined the accident or injury was work related.

#### 15.04 Safety Footwear

**Employees with exposure to foot hazards as determined by the Company's Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal**

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**CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.**

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

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

#### **15.05 Safety Eyewear**

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

**Effective January 1, 2017, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.**

- 1. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.**
- 2. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision ‘correction.’**

3. **The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades. Each order for prescription safety glasses will include detachable side shields.**
4. **The Company contribution for prescription safety eyewear will only be provided through the designated supplier(s) for the procurement of prescription safety glasses. There will be no company contribution, subsidy or reimbursement for prescription safety glasses obtained outside of the designated supplier(s).**

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

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

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

#### **15.06 Health and Welfare**

Effective October 1, 2016 and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining

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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.

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).

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.

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.

Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan, shall be exclusively resolved in accordance with the underlying plan,



procedures and ERISA, and shall not be subject to the grievance and arbitration provisions of this Agreement.

**15.07** Effective October 1, **2016**, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.

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

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or agent(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or agent(s) at any time. The Company will provide the insurance carrier(s) and/or 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 XVI TOOLS**

- 16.01 The Company will furnish tools and the appropriate training in their use necessary to provide and maintain telephone service.
- 16.02 Tools referred to in Section 16.01 found upon inspection to be unsafe, in the judgment of Management, for continued use will be turned in to and replaced by the Company.
- 16.03 Such tools furnished by the Company shall be signed for by the employee who shall be held responsible for their return in good condition, reasonable wear and tear expected. Tools, lost or damaged through employee negligence, shall be replaced at the employee's own expense. An employee will not be held responsible for tools lost or damaged for reasons beyond their control.

**ARTICLE XVII**  
**DEDUCTION OF UNION**  
**DUES AND INITIATION FEES**

- 17.01 The Company agrees to make monthly deductions of Union dues and the initial initiation fee without charge upon proper written authorization by the employees who are Union members and to forward the amount deducted to the authorized representative of the Union designated by the Union.
- 17.02 If, through error, on the part of the Company, deduction of Union dues and/or initiation fees is not made, the Company shall deduct from the employee's paycheck these dues and/or fees in the payroll period in which the error was found.
- 17.03 Each month the Company shall furnish the Union the names of the employees for whom initiation and dues deductions are made and the amount for each employee by e-mail or U.S. Mail.
- 17.04 The Company's obligation to deduct union dues shall not survive the expiration or termination of this Agreement, except for a period of thirty (30) days past the original expiration. Upon expiration of the thirty (30) day period, and following personal notice from the Company's bargaining agent to the CWA Representative of the Company's intent, the Company may discontinue the payroll dues deductions, without negotiation, by providing the Union with thirty (30) days written notice. Discontinuance of payroll deduction of union dues shall take effect the first payroll period following the thirty (30) days notice. Notwithstanding the foregoing general provision, to the extent that union members are engaged in a strike, sympathy strike, work stoppage, slowdown, concerted refusals to work overtime or other activities resulting in an interruption to the business, the thirty (30) day waiting period and thirty (30) day notice period is null and void and the Company after providing the union a forty-eight hour opportunity to cause the cessation of such activity, may, at its sole discretion and without negotiation immediately discontinue the payroll deduction of union dues, until the parties have successfully negotiated a successor Agreement which offers employees a check off option.

**The Union shall indemnify and hold the Company harmless against all liability that may arise as a result of action taken by**

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**the Company for the purpose of complying with the deduction of dues provision of this agreement.** N

**ARTICLE XVIII  
UNION BULLETIN BOARDS**

- 18.01 The Union may mount and maintain bulletin boards at its own expense upon the Company's property at such locations and of such construction and size as may from time to time be mutually agreed upon in advance between the Company and the Union.
- 18.02 The Union's use of these bulletin boards shall be solely for notices of Union meetings, Union appointments, nominations and election of Union officers, social, educational or recreational affairs of the Union; and such other notices as may be mutually agreed upon in advance between the Company and the Union. Material posted shall not contain anything of a controversial or political nature, or anything derogatory to the Company, its Management or any of its employees.
- 18.03 No material shall be posted on these Union bulletin boards, except by a properly authorized representative of the Local Union. The Union agrees to keep all materials posted neat in appearance at all times.

**ARTICLE XIX  
GENERAL**

- 19.01 The Company agrees that it will not work supervisory employees on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions.
- 19.02 Employees will be paid on the Friday following each bi-weekly pay period and the pay weeks shall be recognized as starting on a Sunday and ending on Saturday. Payment shall be by direct bank deposit as authorized by the employee effective 01/01/05. In the event the parties jointly agree to grant an exception to this provision, it shall be reduced to writing, and shall state the time period the exception is applicable.
- 19.03 Employees shall be permitted to review their official Human Resources File on an annual basis. Requests must be made to the

Human Resources Records Department through the employee's direct supervisor.

#### 19.04 **Adoption Assistance**

Effective October 1, 2004, the Adoption Assistance Program will provide benefits on the same basis that applies to non-represented employees.

#### 19.05 **Uniforms**

- a. The Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit of \$200 for the purchase of approved garments through the Company authorized vendor to employees in those **job titles** which the Company deems appropriate. New hires in those **job titles** may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.
- b. 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.
- c. The Company shall have the unilateral right to modify, amend, or cease the uniform program at any time.

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#### 19.06 **Telephone Concession**

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a CenturyLink telecom concession. It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the CenturyLink services that are provided to non-bargaining employees at the same location.

**ARTICLE XX  
FEDERAL AND STATE LAWS**

- 20.01 It is understood and agreed that any part of this Agreement that may be construed by proper authority, or by mutual agreement to be in conflict with a mandatory State or Federal Law or Executive Order, then such part shall be suspended and the appropriate mandatory provision of the State or Federal laws or Executive Orders shall prevail.
- 20.02 Consistent with the other provisions of this Agreement, the Company and the Union agree to continue to support their policies of avoiding discrimination against any employee regarding the terms or conditions of employment because of age, sex, race, color, religion, or national origin or disabled status. The Company will comply with the applicable provisions of the Vietnam Era Veterans' Readjustment Act of 1974 (38 U.S.C. 2012) and the Rehabilitation Act of 1973 (Section 503), as amended. In addition, the Company will take all action necessary to comply with the Americans With Disabilities Act. Notwithstanding anything to the contrary, where any one (clause or Article) of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993 and the contract provides for a greater level of benefits, as required under the FMLA, the provisions of the contract shall prevail. In no instances shall the contract diminish any rights guaranteed under the Act. The Company shall have final discretion with regards to those options where the employer is provided with discretion under the FMLA.
- 20.03 Any reference to either male or female gender in this Agreement is intended to include both genders and is not to be considered as a limitation on either sex.

**ARTICLE XXI  
SERVICE BRIDGING**

- 21.01 **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.**

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**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.** R

21.02 Bridging of service shall only be for purposes of vacations/PTO, short-term disability, severance allowances, and other service-related benefits. Bridging of service for qualified retirement and 401(k) purposes will be governed by the respective Plan documents. Official CenturyLink records shall be used for the verification of all prior service.

## **ARTICLE XXII EMPLOYMENT TERMINATION**

### **22.01 Termination Allowance**

When the service of the regular employee is terminated under the following conditions:

- a. Laid-off because there is not sufficient work;
- b. Retired by the Company without a pension;
- c. Dismissed after having five or more completed years of net credited service;
- d. After a leave of absence when no work is available and when there was every reasonable expectancy at the time the leave was granted that the employee would return to work and he or she is willing and able to do so.

**NOTE:** No termination allowance shall be due the employee in any case where the separation is the result of retirement on pension, death, transfer, resignation, or discharge for just cause. R

He or she shall receive termination allowance computed as follows:

- One (1) week's basic pay for each completed year of net credited service up to and including seven (7) years; plus,

- Two (2) weeks' basic pay for each completed year of net credited service from eight (8) to sixteen (16) years, both inclusive, plus,
- Three (3) weeks' basic pay for each completed year of net credited service beyond sixteen (16) years. However, in no case shall a termination allowance exceed \$40,000.00. Subject to the following conditions:
  1. An employee re-engaged and again laid off after having former service credited, will be paid the difference between the amount computed under a termination allowance plan and any previous payments such employee may have received on account of a previous layoff.
  2. If an employee who has received a termination allowance is rehired and the number of weeks since the day laid off is less than the number of weeks upon which the allowance was based, the amount paid to that employee for the excess number of weeks shall be considered as an advance and repayment will be made through payroll deduction in the amount of ten percent (10%) of the weekly wage until the amount is fully paid.

22.02 A week's pay for the purpose of these computations shall be the regular basic pay of the employee. Hourly rates and daily rates shall be converted into weekly amounts in the manner currently in use. Termination allowance shall be paid out in a lump sum.

**ARTICLE XXIII**  
**RESPONSIBLE UNION - COMPANY RELATIONSHIP**

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

their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

## **ARTICLE XXIV HOME GARAGING**

### **24.01 Home Garaging**

**Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 2.10.**

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## **ARTICLE XXV RETIREMENT SAVINGS PLAN**

The Company has adopted the CenturyLink Union 401(k) Plan (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of 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.

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### **Section 1. CenturyLink Union 401(k) Plan**

The Company agrees to provide a means for employees to save for their retirement on a tax-deferred basis through the CenturyLink 401(k) Plan (the “401(k) Plan”). Employee and Company contributions to said

**R**



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. R**

**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 employees' wage. 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, 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 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, disability benefits, severance pay or any other extra compensation.

**Section 3. Company Contributions**

- a. For employees hired, re-hired, or **who become covered under the CWA Local 6174 Agreement through any means** before January 1, 2015, the Company shall contribute a Company Matching Contribution equal to twenty-five percent (25%) of the Participant's contribution up to a maximum of 6% of **eligible wage**.
  
- b. For employees hired, re-hired, or **who become covered under the CWA Local 6174 Agreement through any means on or after** January 1, 2015, the Company shall contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

## ARTICLE XXVI RETIREMENT PENSION PLAN

The Company has adopted the Embarq **Pension Component of the CenturyLink Combined Pension Plan** (referred to herein as the “Retirement Pension Plan”) and except as provided in Section 3 below, agrees to include Eligible Employees covered by this Agreement as Members 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 qualified 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 satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 3 below, any 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.

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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 **Retirement Pension Plan** document, the terms of the **Retirement Pension Plan** document shall govern. Administration of the Embarq **Pension Component of the CenturyLink Combined Pension Plan** and benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

### **Section 1. Embarq Pension Component of the CenturyLink Combined Pension Plan**

The Company agrees to provide Members, who are Eligible Employees as defined by the Embarq **Pension Component of the CenturyLink Combined Pension Plan** (referred to herein as the “Retirement Pension Plan”) pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective **October 1, 2016**,

subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan, including Appendix MM, 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.

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Except as provided in Section 3 below, a Member shall mean an employee of Central Telephone Company of Texas represented by Local Union No. 6174 of the Communications Workers of America 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 Sections 3.1, Retirement Allowance General, 3.2, Retirement Allowance on Termination of Employment or Retirement, and **3.3, Retirement Allowance Upon Permanent Disability** 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 the provision of Article IX, Definitions; and Paragraphs I, Continuous Service, and J, Credited Service, respectively of Appendix MM of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the **Pension Bands** hereinafter described shall apply to a Member until **and unless** revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the **Company** and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such a date a subsequent Pension Agreement between Central Telephone Company and the Communications Workers of America Local 6174 is not in force, the **Retirement Allowance** of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement **with a Pension Band increase**. No Credited Service shall be earned following such date. Continuous Service shall continue to be earned in accordance with Article IX and Paragraph I of Appendix MM of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the **Retirement Allowance** 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 Normal Retirement Date, as defined in the Retirement Pension Plan.

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## **Section 2. Eligibility for Benefits**

- a. Effective September 30, 1998, the benefit accrued by a Centel **Union** Employee covered by this Agreement shall be frozen with regard to determining the benefit ultimately payable under Article VII, Paragraph C, Centel Special Early Retirement, of Appendix MM of the Retirement Pension Plan (the "60/30 Provision") in the manner described in Section 2(b). The 60/30 Provision shall not apply to any Centel **Union** Employee who has no **Continuous Service** under the Retirement Pension Plan on or before September 30, 1998.
- b. For each **Union** Bargaining Unit Employee covered by this Agreement as of September 30, 1998, the Retirement Allowance of such **Centel Union** Employee who has a Termination of Employment prior to his or her attainment of age 65 and on or after the attainment of age 60 and 30 or more years of **Continuous Service**, shall be the greater of:
  1. The benefit accrued as of September 30, 1998 as if such **Centel Union** Employee had a Termination of Employment as of that date under the 60/30 Provision, i.e., the accrued benefit shall not be reduced for early retirement, or
  2. The benefit accrued as of the date the Centel **Union** Employee actually terminates employment reduced by the early retirement factors in affect at that time.
- c. Effective October 1, 1998, the Special Early Retirement Allowance, as defined in Section **1.43** of the Retirement Pension Plan, and the Special Early Retirement Date, as defined in Section **1.44** of the Retirement Pension Plan shall be extended to a Centel **Union** Employee. The determination of a benefit under the Special Early Retirement Allowance shall be made in accordance with Section **7.5(b)** of the Retirement Pension Plan.

**Section 3. Hired, Rehired or Transferred Employees On or After January 1, 2015 into CWA 6174.** R

Any Employee who is first hired by **the Company** into CWA 6174 on or after January 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 **or recalled** into CWA 6174 on or after January 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 **or recalled into** CWA 6174 on or after January 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 January 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 first becomes covered under the CWA 6174 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 6174 Agreement) on or after January 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 covered under the CWA 6174 Agreement on or after January 1, 2015, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA 6174 Agreement. Service on or after January 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.**

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Any non-Legacy Embarq Employee who **first becomes covered under the CWA 6174 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 6174 Agreement)** or rehired into CWA 6174 on or after January 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after January 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 6174 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 January 1, 2015 who worked at an Embarq entity and who became an Eligible Employee or is eligible to become an 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 6174, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 6174 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.

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 **Union** 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.

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## **ARTICLE XXVII SCOPE AND TERM OF AGREEMENT**

27.01 This Agreement shall become effective as of October 1, **2016** through September 30, **2019** and shall continue in full force and effect from year to year thereafter unless one (1) of the parties shall notify the other at least sixty (60) days prior to the expiration of the then current term of its desire to terminate, modify, amend or change the same.

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## **ARTICLE XXVIII INCENTIVE/RECOGNITION PROGRAM**

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

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



**CENTRAL TELEPHONE COMPANY OF TEXAS**

Central Telephone Company of  
Texas

Communications Workers of  
America, Local 6174



Kevin McCarter  
Region President  
East Region

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Charlie Torres  
CWA Representative



Michael Lynch  
Director  
Labor Relations

Company Negotiating Committee:

Jenny Franklin  
Dan Gronniger  
Amy Rehberg  
Lanita Richardson

Union Negotiating Committee:

Rick Fennewald  
Russ Hayes  
Mike Tippee  
Charlie Torres

## **APPENDIX A**

Exchanges included in the three (3) CenturyLink/Centel districts for bumping purposes in accordance with Article X.

### **HUMBLE**

Atascocita, Glen Flora, Humble, Kings Crossing, Kingwood, Porter, Porter Heights, South Humble, West Columbia.

### **DECATUR**

Alvord, Boonesville, Boyd, Chico, Clifton, Cranfills Gap, Decatur, Krum, Laguna Park, Ponder, Rhome, Saint Jo, Sanger, Slidell, Sunset, Turnersville.

### **KILLEEN**

Berclair, Buckholts, Charco, Copperas Cove, Florence, Fort Hood, Heidenheimer, Holland, Hutto, Kempner, Killeen, Little River, Lometa, Milano, Moffat, Oenaville, Pawnee, Pettus, Salado, Stockdale, Zabcikville, Nolanville.

**APPENDIX B**  
**Pension Bands for 2016-2019 Agreement**

**Band 2**

Job Titles	Current	10/1/2016	10/1/2017	10/1/2018
Broadband Installation Technician, Customer Representative/Teller, Customer Support Specialist, Frameperson, Storekeeper	\$41.20	\$41.20	\$41.20	\$41.20

**Band 3**

Job Titles	Current	10/1/2016	10/1/2017	10/1/2018
Broadband Service Technician, Business Service Technician <sup>(1)</sup> , Cable Tech <sup>(2)</sup> , Construction Tech <sup>(3)</sup> , Coin Collector Technician, Network Tech <sup>(4)</sup> , Customer Svc Tech <sup>(5)</sup> , Equipment Installer, Lineworker <sup>(6)</sup> , Mechanic-Auto-Utilities, Plant Assigner	\$57.68	\$57.68	\$57.68	\$57.68

*(1) Formerly Complex Technician*

*(2) Formerly Cable Splicer, Global Ops*

*(3) Formerly Cable Splicer, Engineering & Construction*

*(4) Formerly COE Technician or Complex Technician*

*(5) Formerly Communications Technician*

*(6) Formerly Lineperson*

**APPENDIX B**  
**Early Retirement Benefits**

- A. Employees who retire after attaining age 55 but prior to age 65 will have their normal monthly retirement benefit (which equals the applicable age 65 band amount multiplied by years of Credited Service) reduced in accordance with the following early retirement factors:

Age at Retirement	Early Retirement Adjustment Factors (5% per year from age 65)
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

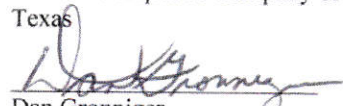
- B. Factors will be incrementally increased for each full month an employee's age at early retirement exceeds the early retirement ages shown above.

**APPENDIX C**  
**MEMORANDUM OF AGREEMENT**  
**New Hire Seniority**

This Agreement is made this 10th day of September, 2007, between Central Telephone Company of Texas and the Communication Workers of America ("Union"), in order to address current inconsistencies in the methods used to determine seniority for new employees hired on the same day. The parties agree as follows:

1. 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.
2. This agreement applies only to employees hired after the date of this agreement.
3. This agreement supersedes all local contract language and/or past practices as it relates to determining the seniority of employees hired on the same day who are hired after the date of this agreement. All existing contract language and/or past practices that are in place to address this issue shall remain in effect for those employees hired prior to the adoption of this agreement.

Central Telephone Company of  
Texas

  
Dan Gronniger  
Labor Relations Negotiator

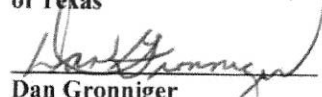
Communications Workers of  
America, Local 6174

\_\_\_\_\_  
Charlie Torres  
CWA Representative

**APPENDIX C  
MEMORANDUM OF AGREEMENT  
Training**

The Company and the Union recognize the value of training and offering employees additional opportunities to increase their skills in order to compete in an ever changing business environment. The Parties agree to work together to promote educational programs to all bargaining unit employees to include, where possible, programs like CWA/NETT. N

Central Telephone Company  
of Texas

  
\_\_\_\_\_  
Dan Gronniger  
Labor Relations Negotiator

Communications Workers of  
America, Local 6174

\_\_\_\_\_  
Charlie Torres  
CWA Representative

**APPENDIX C**  
**MEMORANDUM OF AGREEMENT**  
**Attendance**

Absenteeism or tardiness is recognized by both the Company and the Union as being harmful to the business. Repeated tardiness or absences from work on the part of an employee may make such employee subject to discipline. At the same time, the parties acknowledge that employees will, at times, have legitimate reasons for absences.


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In the event an employee reaches four absence occurrences and incurs a fifth occurrence during a twelve month rolling period determined to be "unscheduled", an employee shall have the option to waive the fifth occurrence and utilize an available "scheduled" floating holiday. If an employee has taken all floating holidays for that calendar year, the employee shall receive an occurrence for that unscheduled absence.

An employee's option to waive the fifth occurrence, as outlined above, and utilize a "scheduled" floating holiday shall only be exercised once in any calendar year.

This Memorandum of Agreement will expire October 1, 2019 unless it is extended by mutual agreement between the parties.

Central Telephone Company  
of Texas

  
\_\_\_\_\_  
Dan Gronniger  
Labor Relations Negotiator

Communications Workers of  
America, Local 6174

\_\_\_\_\_  
Charlie Torres  
CWA Representative

CENTEL CORPORATION  
STATEMENT OF BOARD ACTION BY UNANIMOUS  
CONSENT

We, the undersigned, constituting all the members of the Board of Directors of Centel Corporation (the "Corporation"), a Kansas corporation, acting pursuant to Section 17-6301 (f) of the General Corporation Code of Kansas permitting action by the Board of Directors by the unanimous written consent of all the members thereof, do hereby agree and consent to the following action and enactment of resolutions, the same declared to be authorized and effective as of August 1, 1995.

**Resolutions Authorizing Amendments of  
Centel Employees' Stock Ownership Plan**

**WHEREAS**, the Corporation desires to amend the Centel Employees' Stock Ownership Plan (the "Plan"), so as to bring about uniform distribution options as between participants in the Plan and participants in Embarq's Employee Stock Ownership Plan, to permit Plan participants to elect to receive an in-service withdrawal of their entire account balance in the Plan attributable to contributions allocated to such participants' accounts for longer than 84 months; now, therefore, be it

**RESOLVED**, that effective August 1, 1995, the Plan shall be, and it hereby is, amended by adding the following subsection to Section 9:

9.6     **In-service Distributions to Participants for Allocations to Accounts After 84 Months.** This Section 9.6 applies to distributions made pursuant to a Participant's election under 9.6 (a).

- (a)     **Request to Distribute.** On or after August 1, 1995 for Participants who are not covered under a collective bargaining agreement, and on or after such later date as specified in a Participant's applicable collective bargaining agreement for Participants who are covered under a collective bargaining agreement, a Participant may, at any time prior to terminating employment with the Company and all Affiliates, elect to receive a distribution of the entire portion of his or her Account as described in 9.6 (c). Such election shall be made on such forms and in such manner as the



Committee may require. Distribution shall be made in the form described in Section 9.1 and according to the schedule set forth in 9.6 (b).

- (b) In the event a Participant elects to receive a distribution under this Section 9.6, distribution shall be made on, or as close as is administratively practicable to, such Participant's applicable distribution date based on the applicable election receipt date when such election is received by the Plan Administrator. The applicable election receipt dates and distribution dates are shown below:

<b><u>Election Receipt Date</u></b>	<b><u>Distribution Date</u></b>
February 1 to April 30	June 15
May 1 to July 31	September 15
August 1 to October 31	December 15
November 1 to January 31	March 15

- (c) The portion of a Participant's Account eligible for distribution under this Section 9.6 shall be the portion attributable to contributions allocated such Participant's Account more than 84 months prior to the election under Section 9.6 (a).

**Differential:**

An evening and night differential of **\$1.75** shall be paid to Customer Services and Network & Switching employees for regular scheduled hours worked which fall wholly or partially outside the period from 7:00 AM to 7:00 PM inclusive.

**R**

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 6174 Texas**  
**EFFECTIVE: 12/7/2016\***

WAGE SCHEDULE								
STEP	C01	C02	C03	C04	C05	C06	C18	C19
Start	\$12.40	\$12.12	\$11.83	\$11.59	\$11.83	\$11.00	\$12.12	\$11.83
6 Months	\$13.61	\$13.30	\$12.98	\$12.29	\$12.68	\$11.83	\$13.16	\$12.58
12 Months	\$14.97	\$14.57	\$14.22	\$13.03	\$13.62	\$12.72	\$14.30	\$13.37
18 Months	\$16.42	\$15.97	\$15.59	\$13.78	\$14.64	\$13.69	\$15.54	\$14.22
24 Months	\$18.04	\$17.52	\$17.07	\$14.60	\$15.72	\$14.70	\$16.87	\$15.12
30 Months	\$19.83	\$19.22	\$18.74	\$15.47	\$16.87	\$15.82	\$18.36	\$16.07
36 Months	\$21.78	\$21.07	\$20.54	\$16.39	\$18.14	\$17.00	\$19.92	\$17.06
42 Months	\$23.92	\$23.10	\$22.53	\$17.37	\$19.47	\$18.31	\$21.65	\$18.15
48 Months	\$26.29	\$25.34	\$24.70	\$18.42	\$20.90	\$19.69	\$23.52	\$19.30
54 Months	\$28.85	\$27.76	\$27.09	\$19.52	\$22.44	\$21.14	\$25.53	\$20.50
<b>Group C01</b>	Network Tech, Equipment Installer, Business Svc Tech							
<b>Group C02</b>	Cable Tech, Customer Svc Tech, Plant Assigner, Coin Collector Technician, Mechanic Auto Utilities, Construction Tech							
<b>Group C03</b>	Lineworker							
<b>Group C04</b>	Broadband Service Technician							
<b>Group C05</b>	Frameperson, Storekeeper							
<b>Group C06</b>	Customer Representative/Teller							
<b>Group C18</b>	Broadband Installation Technician							
<b>Group C19</b>	Customer Support Specialist							

*\*Due to the 12/7/16 ratification date, rates are effective 12/7/16*

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 6174 Texas**  
**EFFECTIVE: 10/1/2017\***

STEP	WAGE SCHEDULE							
	C01	C02	C03	C04	C05	C06	C18	C19
Start	\$12.65	\$12.36	12.07	11.82	12.07	11.22	12.36	12.07
6 Months	\$13.88	\$13.57	13.24	12.54	12.93	12.07	13.42	12.83
12 Months	\$15.27	\$14.86	14.50	13.29	13.89	12.97	14.59	13.64
18 Months	\$16.75	\$16.29	15.90	14.06	14.93	13.96	15.85	14.50
24 Months	\$18.40	\$17.87	17.41	14.89	16.03	14.99	17.21	15.42
30 Months	\$20.23	\$19.60	19.11	15.78	17.21	16.14	18.73	16.39
36 Months	\$22.22	\$21.49	20.95	16.72	18.50	17.34	20.32	17.40
42 Months	\$24.40	\$23.56	22.98	17.72	19.86	18.68	22.08	18.51
48 Months	\$26.82	\$25.85	25.19	18.79	21.32	20.08	23.99	19.69
54 Months	\$29.43	\$28.32	27.63	19.91	22.89	21.56	26.04	20.91

<b>Group C01</b>	Network Tech, Equipment Installer, Business Svc Tech
<b>Group C02</b>	Cable Tech, Customer Svc Tech, Plant Assigner, Coin Collector Technician, Mechanic Auto Utilities, Construction Tech
<b>Group C03</b>	Lineworker
<b>Group C04</b>	Broadband Service Technician
<b>Group C05</b>	Frameperson, Storekeeper
<b>Group C06</b>	Customer Representative/Teller
<b>Group C18</b>	Broadband Installation Technician
<b>Group C19</b>	Customer Support Specialist

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

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 6174 Texas**  
**EFFECTIVE: 10/1/2018\***

STEP	WAGE SCHEDULE							
	C01	C02	C03	C04	C05	C06	C18	C19
Start	\$12.90	\$12.61	12.31	12.06	12.31	11.44	12.61	12.31
6 Months	\$14.16	\$13.84	13.50	12.79	13.19	12.31	13.69	13.09
12 Months	\$15.58	\$15.16	14.79	13.56	14.17	13.23	14.88	13.91
18 Months	\$17.09	\$16.62	16.22	14.34	15.23	14.24	16.17	14.79
24 Months	\$18.77	\$18.23	17.76	15.19	16.35	15.29	17.55	15.73
30 Months	\$20.63	\$19.99	19.49	16.10	17.55	16.46	19.10	16.72
36 Months	\$22.66	\$21.92	21.37	17.05	18.87	17.69	20.73	17.75
42 Months	\$24.89	\$24.03	23.44	18.07	20.26	19.05	22.52	18.88
48 Months	\$27.36	\$26.37	25.69	19.17	21.75	20.48	24.47	20.08
54 Months	\$30.02	\$28.89	28.18	20.31	23.35	21.99	26.56	21.33

<b>Group C01</b>	Network Tech, Equipment Installer, Business Svc Tech
<b>Group C02</b>	Cable Tech, Customer Svc Tech, Plant Assigner, Coin Collector Technician, Mechanic Auto Utilities, Construction Tech
<b>Group C03</b>	Lineworker
<b>Group C04</b>	Broadband Service Technician
<b>Group C05</b>	Frameperson, Storekeeper
<b>Group C06</b>	Customer Representative/Teller
<b>Group C18</b>	Broadband Installation Technician
<b>Group C19</b>	Customer Support Specialist

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

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