

# AGREEMENT

Between

**Embarq Florida, Inc.  
d/b/a CenturyLink  
Winter Park District**

And

**COMMUNICATIONS WORKERS OF AMERICA  
Local CWA 3176**

**Effective: January 16, 2016**

**Expiration: January 31, 2019**



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This Agreement made and entered this 16<sup>th</sup> day of January, 2016 between Communications Workers of America, herein called Union and Embarq-Florida, Inc. herein called Company.

The parties agree that the Company hereby recognizes the Union for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees listed in Appendix A, but excluding all other employees, supervisors and professional employees, confidential employees as defined in the National Labor Relations Act.

As a result of collective bargaining, the parties hereby agree that the following provisions shall remain unchanged and govern their relationship for the duration of this agreement.

### **RECOGNITION OF UNION**

This Agreement, made this 16<sup>th</sup> day of January, 2016 between Communications Workers of America, herein called Union, and Embarq-Florida, Inc. herein called Company:

The Communications Workers of America is the official bargaining representative for all employees in the Winter Park Florida District collective bargaining unit as certified by the National Labor Relations Board on February 14, 2012, in Case 12-RC-066089, excluding all other employees, specialists, IP business technicians, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act. See Appendix A. **The Company hereby recognizes the Union for the purpose of collective bargaining, which governs rates of pay, wages, hours and other conditions of employment.** Simply stated, “mutual respect and responsibility” means an honest regard for equality in the official relationship between Company and Union representatives. Changes in this Agreement, whether by additions, waivers, deletions, amendments or modifications must be by mutual agreement, in writing and signed by both parties. This agreement supersedes all previous oral or written Agreements between the Company and the Union and between the Company and any employee within the bargaining unit.

As a result of collective bargaining, the parties hereby agree that the following provisions shall remain unchanged and govern their relationship for the duration of this labor agreement.

The Company and the Union recognize it is in the best interests of both parties, employees, and the public that all dealings between them continue to

be characterized by mutual responsibility and respect. To ensure this relationship continues and improves, both parties agree that their respective representatives at all levels will apply the terms of this Agreement 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 their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

## **ARTICLE 1 NON-DISCRIMINATION**

The Company and the Union agree that there will be no discrimination against employees or applicants for employment and promotions for reasons of race, color, religion, ancestry, sex, citizenship, national origin, marital or veteran status, disability, age, sexual orientation, family status, pregnancy or membership or non-membership in the Union or other status protected by law and further to comply with all local, state, or federal laws pertaining thereto.

## **ARTICLE 2 DEFINITIONS**

- 2.1 **Base Rate.** Base rate of pay is the regular rate of pay for various classifications as set forth in **Appendix B** to this Agreement, excluding all differentials and premium payments.
- 2.2 **Calendar Week.** A consecutive period of 7 days, the first day of which is Sunday.
- 2.3 **Call-Out.** Call-out shall be defined as an immediate call of employees from their own time to perform work for the Company.
  - A. Call-out pay will continue until the employee is either released or until the regular work shift begins, whichever is sooner.
  - B. Call-out travel time between an employee's residence and the work center, or the employee's first/last work assignment, will be paid at the overtime rate regardless of whether or not the employee is in a company vehicle.



C. When any related subsequent call-out is made within 2 ½ hours of the start of the first call-out, the subsequent call-out will be treated as a continuation of the first call-out.

## 2.4 **Employee**

A. **Full-Time Employee.** An employee who works a normal work week.

B. **Hourly-Rate Employee.** An employee whose base rate of pay is established on an hourly basis.

C. **Occasional Employees.** Occasional employees are normally engaged for a period of not more than 4 consecutive weeks regardless of the length of their daily/weekly assignments. They are employees only on the days they work.

D. **Part-Time Employee.** A regular or temporary employee who is normally assigned to work less than the number of hours in the normal workweek. Positions in this category are normally scheduled to work less than 30 hours per week and are not eligible for Health and Welfare benefits. Other benefits are applicable according to Company policy and retirement and savings plans eligibility are governed by the plan documents.

E. **Regular Employee.** One whose employment is reasonably expected to continue for more than one year.

F. **Temporary Employee.** One hired for a project or a period of time not to exceed 12 months.

2.5 **Gender.** Whenever the masculine gender is used, it is intended to cover female employees as well, where applicable, and vice versa.

2.6 **Headquarters Exchange, Location, Town.** An exchange, location or town designated by the Company as being the reporting location of the employee.

2.7 **Holiday Work.** Any work which begins on a holiday as authorized herein.

2.8 **Non-Scheduled Day.** A day which an employee is not assigned or scheduled to work.

- 2.9 **Normal Tour.** Hours of work in any day as set by the Company, not to exceed 8 hours.
- 2.10 **Overtime Rate.** Overtime rate of pay is 1-1/2 times the base rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.
- 2.11 **Part Tour.** A work assignment of less length than the normal tour or workday.
- 2.12 **Premium Rate.** Premium rate of pay is 1-1/2 times the base rate of pay plus such other differentials that may apply. **Hours worked at premium rates will be counted toward weekly overtime.**
- 2.13 **Scheduled Hours.** All hours within an employee's scheduled tour.
- 2.14 **Scheduled Tours.** Any of the tours which are designated by the Company as the weekly work schedule for a particular employee.
- 2.15 **Session.** One of the two parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session shall not be less than three hours.
- 2.16 **Split Tour.** A normal tour where the time interval between the end of the first session and the beginning of the second session is more than 1 hour.
- 2.17 **Sunday Work.** Any work which begins on Sunday.
- 2.18 **Union Leave.** Time spent on leave of absence from duty to perform nonpaid Union duties of an extended nature. Service conditions permitting, all such absences and the time allowed may be granted based on mutual agreement between the Company and the Union.
- 2.19 **Union Time Off.** Time spent absent from duty to conduct nonpaid Union business.
- 2.20 **Work Day.** The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the workday on which such tour or call-out begins. Any connecting time which precedes a tour is a part of the workday on which the connecting time begins. Any connecting time which follows a tour is a part of the

workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

- 2.21 **Work Group.** A group of employees who regularly interchange on work assignments and regularly relieve each other.
- 2.22 **Work Location.** The normal work location is the exchange, location, or town designated by the Company as being the location where employees normally perform their assigned duties. The normal work location may differ from the employee's headquarters exchange, location or town.
- 2.23 **Work Week.** A normal workweek shall consist of the first 5 tours or their equivalent in tours and part tours, worked in a calendar week.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 **Express Rights.** Except to the extent expressly abridged by a specific provision of this Agreement, the Company exclusively reserves and retains all of its inherent rights to manage the business; as such rights existed prior to the execution of this Agreement. It is agreed that the Company alone shall have the authority to determine and direct the policies, modes and methods of operating the business, without interference by the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not limited or confined to, the right to determine, and from time to time re-determine, the number, locations and types of its facilities, including the right to move or close its business or any part thereof; to determine the methods, materials and processes to be employed; to discontinue or automate processes or operations; to subcontract any part of its operations; to determine the qualifications for new employees and to select its employees; to determine the size and composition of its working force; to determine work schedules and methods of operating; to determine the number and types of equipment, machinery, materials, products and supplies to be used, operated, processed, or disposed of; to hire, promote, demote, transfer, assign, lay off and recall employees to work; to reprimand, discharge or otherwise discipline employees; to determine or re-determine job content, establish work standards, and control the amount and type of work to be performed; to determine the assignment of work;

to schedule the hours and days to be worked on each job and each shift; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department or operation; to make or change Company rules, policies and practices; to introduce new, different or improved methods, means and processes of operation and methods of service; and otherwise generally to manage the business and direct the work force.

- 3.2 **Reservation of Rights.** The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in a particular way, shall not be deemed a waiver of its authority to exercise such rights or function, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of the Agreement.
- 3.3 **Discipline/Discharge For Cause.** Employees may be disciplined and/or discharged for just cause. Cause for the purpose of discipline or for the purpose of discharge, or either, shall include, but shall not be limited to: insubordination, violation of Company rules, failure to obey instructions of a supervisor, failure to perform the job properly in accordance with Company standards, absenteeism, dishonesty, negligence, misrepresentation of any fact in connection with any claim or concerning employment or pay, any other action not in the best interest of the Company, its employees, or its customers.

#### **ARTICLE 4 STRIKES AND LOCKOUTS**

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. 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 will prevent the Union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

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

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 the above shall 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.

Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

## **ARTICLE 5 GRIEVANCES**

5.1 It shall be the objective of both the Company and the Union to settle grievances, formally or informally, at the lowest step possible.

A grievance shall be a complaint or controversy by any employee or group of employees or by an authorized Union representative that arises during the term of this Agreement, with respect to the interpretation or application of any provision of this Agreement.

CWA Stewards and agents will be the sole bargaining agent for all grievances. The Company will agree not to contact the grievant outside of the grievance procedure in an attempt to settle the grievance. However, the Company may require additional facts from the grievant during the grievance procedure. Payment to authorized local union representatives presenting grievances shall be as follows:

- (a) Employees who are authorized local union representatives shall be paid for all time spent attending grievance meetings that occur during their scheduled hours, as well as for necessary time spent traveling to and from the grievance meeting during normal working hours. This time shall be considered time worked. In no case will overtime be paid to attend meetings or any additional compensation as a result from attending meetings.

Unless otherwise provided specifically in this Article, no more than two (2) authorized local union representatives shall be paid. No more than two (2) local union representatives and two (2) Company representatives may meet for the purpose of grievance meetings. Other

persons may be present at all steps of the grievance procedures based upon mutual agreement of the parties.

- 5.2 **Step One.** The Local Union Representative will contact the employee's immediate supervisor or his or her designee within fifteen (15) working days after the event giving rise to the grievance or of the time the employee knows of it. Otherwise the matter will not be considered a grievance within the meaning of this Agreement.

The Local Union and Company Representative shall meet within fifteen (15) working days after the grievance was filed. This informal level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstanding and attempt to informally resolve the dispute.

The Company shall present its answer within ten (10) working days after the grievance meeting. If the Company's disposition is not presented within this time frame, the local union may proceed to the next step of this process.

If the issue is not resolved and the Union desires to move forward with the grievance process, the grievance shall be reduced to writing by the Union and presented to the Company within ten (10) working days after the Company's response.

- 5.3 **Step Two.** If the grievance is not resolved in Step One, the Union may appeal within thirty (30) working days.

A joint Union-Company meeting will be held within thirty (30) working days after notice of appeal. The Company shall present its typewritten/legible proposed disposition within fifteen (15) working days after the grievance meeting. Company representatives will be the Area Operations Manager or designee and one (1) additional Company representative.

The Union grievance shall contain the exact nature of the grievance, the act or acts complained of, by whom they were committed and when they occurred, the identity of the employee or employees who claim to be aggrieved, the specific provision or provisions of this Agreement which the employee or employees claim the Company has violated and the remedy sought.

The meeting may be conducted face-to-face or via telephone conference and the Area Operations Manager or designee shall issue a written response within fifteen (15) working days following the meeting. If the Area Operations Manager or designee does not provide a timely written response, the grievance may move to Step 3. Present at the meeting for the Union will be the local Union President or designee, a designated Union Steward, and the grievant.

- 5.4 **Step Three.** If the grievance is not resolved at Step 2, 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 2 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 thirty (30) working days following the meeting.

Present at this meeting may be the International Representative, Local Union President (or his/her designee), and two Company representatives.

If a timely written response to the grievance is not given, Union may move the grievance to arbitration provided the Agreement has not expired by timely following the procedure in the Arbitration Article of this Agreement.

Any grievance arising as a result of a termination of employment 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 agreement.

Any grievance arising because of a contract interpretation shall be commenced at Step 3 of the grievance procedure by filing a grievance in writing with the Human Resources Department within 15 work days of the date the Union becomes aware of the issue. Thereafter, any such grievance shall be handled as provided in Step 3.

- 5.5 **Time Limits** - In the event the Company does not answer a grievance within the prescribed time limits, the grievant may proceed immediately to the next step. Failure on the part of any grievant or the Union to strictly abide by the prescribed time limits of this Article shall result in the grievance being deemed settled in accordance with the Company's

last response. The time limits contained in this Article are to be strictly construed and may be extended only by mutual agreement in writing.

“Working days” for purposes of this Article does not include Saturdays, Sundays or holidays. The time periods specified in this Article may only be extended or modified by mutual consent in advance in writing.

NOTE: As mutually agreed to expedite grievance management, the meetings may be conducted via conference call or video conference. Providing the union committee and grievant, if necessary, are in the same location.

Local union representatives will be allowed to wear appropriate union branded apparel, provided by the local, while conducting union/company grievance meetings.

## **ARTICLE 6 ARBITRATION**

A grievance which has not been satisfactorily resolved after it has been timely and properly processed completely through the Grievance Procedure may be submitted to arbitration by the Union during the term of the Agreement. To do so the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company’s Manager, Labor Relations, within sixty (60) workdays of the Step 3 answer (or any default in answering).

After receiving the list of arbitrators, and within fifteen (15) workdays of its receipt, an arbitrator shall be selected by each party alternately striking from the list of seven names. The Union, as moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.

The arbitrator so selected or appointed shall hear the arbitration proceeding within sixty (60) days after his/her appointment or by mutual agreement of all parties. The arbitrator shall interpret the contract in accordance with the reserved rights theory of labor contracts whereby all rights not specifically limited by the Agreement are reserved to the Company. The arbitrator shall be confined to the issue(s) presented by the parties, and shall have no right to alter, amend, modify, or change the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding.



The arbitration procedure shall be expeditiously pursued by all concerned and time limits noted here will be strictly enforced unless extended by mutual agreement.

Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall only have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages “make whole” means reimbursing the individual for the basic wages they would have made if employment had been continuous at the employee’s regular straight-time wage rate and not including overtime or other premium payments or interest. Deductions must be made for interim earnings (from any source), Worker’s Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged during that period. It is understood the Company shall assume no back pay liability for delays at the specific request of the Union in which the Company concurs.

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.

Each party shall bear the expense of preparing and presenting its own case, including any attorneys’ fees. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be equally shared.

## **ARTICLE 788** **SENIORITY**

7.1 **Definition of Probation.** Newly hired employees shall be considered as probationary employees for a period of their first six months of employment with the Company. Employees serving their probationary period shall not have seniority under this Agreement, and may be laid off or discharged at the sole discretion of the Company.

It is agreed, however, that any such probationary employee shall have access to the grievance procedure provided for herein, but the Company's third step answer to any such grievance shall be dispositive of the issue and final and binding on the parties and the matter shall not

be subject to arbitration. Employees retained by the Company after the expiration of their probationary period shall be placed on the seniority list and their seniority shall be retroactive to their latest date of hire.

- 7.2 **Definition of Seniority.** Seniority under this Agreement shall consist of the relative status in terms of continuous service of regular full-time 5556 employees in the bargaining unit at the location covered by this Agreement and shall apply only as provided herein. "Length of service" and "length of continuous service" mean the length of continuous service and uninterrupted employment with the Company on a bargaining unit basis commencing with the latest date of hire.
- 7.3 **Bargaining Unit Seniority.** Bargaining Unit Seniority shall be defined as length of a regular full-time or regular part-time employee's work within this bargaining unit.
- 7.4 **Seniority Tie Breaker.** Seniority for employees hired on the same date will be determined by using the last four digits of the employees' Social Security Numbers, with the higher number being more senior.
- 7.5 **Break In Seniority and Employment.** The employment relationship, including all rights under this Agreement, and the employee's seniority, shall be terminated and shall no longer be considered in the employ of the Company for any of, but not limited to, the following reasons:
- A. If an employee quits for any reason;
  - B. If an employee is discharged for cause;
  - C. If an employee does not return to work on the next workday following the expiration date of his/her vacation or approved leave of absence unless the employee gives prior notice and is excused by the Company.
  - D. If an employee accepts other employment or engages in another business occupation while on approved leave of absence.
- 7.6 **Continuing Seniority.** Employees who are promoted or transferred to a job outside the bargaining unit, excluding exempt employees, will continue to accumulate seniority for one year from the date of said promotion or transfer; and shall thereafter retain their seniority which shall apply in the event of their return to a job within the bargaining unit.

- 7.7 **Seniority Portability.** When an employee is transferred into the bargaining unit from another CenturyLink location, bargaining unit seniority will be applied in the following fashion:
- A. Employees entering the bargaining unit from another CWA unit will have immediate seniority portability. This language does not apply to management and/or non-bargaining employees.
  - B. Employees entering the bargaining unit from another AFL-CIO unit that does not offer reciprocal seniority recognition or a non bargaining unit except exempt will have their latest date of hire bridged at 50% two years from the date they entered the bargaining unit.
- 7.8 **Bridging of Service.** Upon reemployment following any separation from employment, an employee may qualify for “bridging of service.” Bridging of service shall be available to former employees in accordance with the Bridging of Service Policy applicable to non-represented employees of the Company.

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.

## **ARTICLE 8 FORCE ADJUSTMENTS**

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- 8.1 **Temporary Layoffs.** Layoffs which are not expected to exceed two weeks in duration shall be considered temporary.
- 8.2 **Notice of Layoff.** The Company will provide the Local Union 60 days advance notice of layoff of employees, if the layoff exceeds a temporary layoff, when brought about by technological changes or methods of operation.
- 8.3 **Rehire/Recall Procedure.** Layoffs other than temporary shall be based on the employee's qualifications, ability, and seniority. Recalls shall be made in inverse order of layoffs consistent with service requirements.

- 8.4 **Bumping.** Any employee displaced by a layoff other than temporary layoff, who is senior to an employee in an equal or lower rated job classification, may displace such employee as outlined below.

It is understood and agreed that an employee exercising a bumping right must bump the least senior employee in the classification. Further, the bumping employee must have the qualifications to perform the new job with a minimum of on-the-job training and familiarization. Any training, either on the job or classroom training, will not exceed 5 days and the employee must successfully complete the training. If additional training is required to perform the work, the employee may not bump.

- 8.5 **Relocation Assistance for Force Adjustments.** An employee who is permanently transferred at the direction of the Company to a job at another reporting location which would require the employee to travel at least 35 miles (one-way) further from the employee's then current residence shall be reimbursed for the cost of packing and transporting of normal household goods if the employee relocates her/his residence within 12 months of the date of transfer. Reimbursement does not include unusual or extraordinary items such as woodworking tools, and other hobby or craft type tools and equipment. Reimbursement will be made for the cost of moving and setup of a mobile home. One-way mileage will be paid for one vehicle for the move to the new location. Mileage reimbursement will be at the rate per mile in effect at the time of the move.
- 8.6 **Relocation Disqualifiers.** It is agreed and understood that employees who bid into a new job location shall not be entitled to the benefits described above. It is also agreed and understood that the aforesaid benefits do not apply in those cases when an employee exercises seniority rights by displacing another employee as a result of a layoff.
- 8.7 **No Reduction in Headcount Overall.** In cases of work force adjustments where the Company has determined a need to reduce a job classification in one reporting location and increase it in another reporting location, the Company will give consideration to volunteers on the basis of qualifications and seniority in the reporting location being reduced and transfer the required number of qualified employees to the reporting 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.

**ARTICLE 9  
JOB OPPORTUNITIES, TRANSFERS  
AND TEMPORARY ASSIGNMENTS**

9.1 **Job Opportunities.** Job postings will be available on-line on the Company's internal website. 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 bid.

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 employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position. Bids will be posted for a minimum of five (5) business days.

The job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

An employee's bid will be considered except employees who at the time of the vacancy are in one of the following categories:

- A. Probationary and temporary employees;
- B. Laid off employees;
- C. Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same classification as the vacancy involved;
- D. Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.

The position will be filled by the most qualified candidate as determined by the Company. In doing so, the Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job

appropriate tests used by the Company for the position. If the candidate 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. 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. Seniority will govern only in the event multiple internal candidates are determined to be most qualified by the Company.

- 9.2 **Transfer Requests.** In cases where an employee desires to transfer to a different work location and the Company has determined a need to add a position in the same job classification in that reporting location, the Company will notify the employees via email and give consideration to volunteers on the basis of qualifications and seniority.
- 9.3 **Temporary Assignment.** When in the opinion of the Company it is necessary to temporarily assign an employee to a job other than that which the employee normally performs or to another bargaining job classification, the Company shall in its sole judgment select the employee to perform such work in the order of qualifications then seniority; provided, however, when it is anticipated that such temporary assignment shall extend beyond two weeks, then the senior qualified employee within the work location of the Company's choice shall have first opportunity for the transfer. Temporary assignments will not normally extend beyond six months duration. Temporary assignments may extend beyond six months for special situations by mutual agreement, in writing, between the Company and the Union.
- 9.4 **Temporary Assignment Pay.** Employees temporarily assigned to a lower rated job or classification shall be paid at their base rate of pay. Employees temporarily assigned, who work a minimum of 2 hours a day at a higher rated position or job classification shall be paid at the appropriate base rate of the higher rated position for the actual hours worked plus applicable differentials as defined in **Article 24**.
- 9.5 **Cross Jurisdictional Work.** At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units and/or non-bargaining employees may be required to work at Company

locations within the bargaining unit jurisdiction performing bargaining unit work. The Company shall keep to a minimum such temporary cross jurisdictional work and shall make such assignments on a limited and temporary basis to meet service requirements.

The Company shall make every reasonable attempt to contact the Local Union President or his/her designee in the event of the need for any cross jurisdictional assignment that occurs.

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

## **ARTICLE 10 NEW AND MODIFIED JOB CLASSIFICATIONS**

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

The Company shall notify the Union in writing at least thirty (30) calendar days before the new job title or new job classification is implemented, and shall provide the Union with a description 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 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.

10.2 **Modified Job Classifications.** First, the parties agree that minor changes to operational procedures, equipment, and systems occur on a regular basis and often change how job responsibilities are performed. These are not considered modifications to the job classification and do not require notice to the Union. Any dispute about whether an operational change has only a minor (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.

Whenever the Company determines it appropriate to make a substantial change in the nature and scope of the work employees in an existing job classification 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 description 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.

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

If the dispute is whether the modifications in job duties or responsibilities of an existing job classification 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 a new job title or job classification or a modified job classification as described above, the parties shall select an arbitrator following the procedure in Article 6. 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 6, 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 11 WORK SCHEDULES**

11.1 **Work Schedule.** The normal work week for full time employees shall be forty (40) hours per work week, Sunday to Saturday inclusive. Work schedules shall be done on a rotational basis among the qualified work group unless otherwise agreed to by the local union and Company. Weekly assignments will consist of five (5) daily tours of eight (8) consecutive hours.

The lunch period will be one (1) hour or one-half (1/2) hour based on business need as determined by management.

11.2 **Work Schedule Posting.** The Company shall post weekly work schedules on Thursday of the preceding week by 3:00 p.m. Schedules shall be posted to cover periods of more than one week but not normally to exceed eight weeks. In such cases where a greater than eight week schedule is required, the Company will notify the Local Union President. The schedules shall show the starting and ending time of each tour and the days of work and the days off.

11.3 **Work Schedule Changes.** 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. Tours and work schedules may be exchanged by mutual consent of the employee and the Company. The employee is responsible for finding a qualified replacement.

Introduction of new tours/schedules will be posted and employees will select by seniority. Once selected, the tours/schedules will be assigned on a rotational basis.

- 11.4 **Notice of Work Schedule Changes.** The Company will inform an employee of a schedule change no later than twenty-four (24) hours prior to the start: (a) of the employee's tour or normally scheduled tour; or (b) of the schedule change if that change is earlier than the normally scheduled tour. If the Company fails to give the employee the appropriate twenty-four (24) hours notice, it shall result in an additional payment of one-half (1/2) times the regular base rate for those hours of the new tour worked outside of the original scheduled tour. Those hours worked which fall within the original schedule tour shall comply with normal existing pay rules.

A work schedule shall become fixed seven (7) calendar days before the beginning of the weekly schedule.

The following shall be excluded from the above outlined requirements:

- A. Work continuation/connecting time and voluntary overtime.
- B. Changes made at the employee's request and approved must be no later than twenty-four (24) hours prior to the start of the tour.
- C. Natural disasters and national security emergencies, including but not limited to flood, tornadoes, earthquakes and other catastrophic conditions.

A notification of a schedule change that includes multiple days shall only result in 1.5 times pay for the first day (e.g., employee advised on Tuesday that his/her schedule is changed Wednesday through Friday would be paid 1.5 times pay for Wednesday only).

- 11.5 **Break Periods.** Employees will be allowed a 15 minute break period in each session worked, as near the midpoint of the session as feasible. Employees may not defer or accumulate breaks in order to take a longer lunch, arrive late or leave early without supervisor approval. Overtime will not be paid if a break period is not taken. When continuation of

work occurs and it is determined the employee will be required to work greater than three additional hours beyond the normal scheduled work day, the employee will be eligible for an additional paid 15 minute break period.

- 11.6 **Lunch Periods.** Employees should not be scheduled to work more than six consecutive hours without a meal period of at least 30 minutes. A 30- or 60-minute lunch period can be scheduled, and will be unpaid. Employees should not take a shorter lunch than has been scheduled, and should not skip lunch to leave early except in situations which have been approved in advance by a supervisor.
- 11.7 **Four Ten Hour Work Week.** It is recognized that in certain work 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 generally apply within the hours of 6:00 a.m. to 7:00 p.m. Sick leave and PTO 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.

Four (4) ten (10) hour work days shall be on a voluntary basis initially provided a sufficient number of employees within the applicable work group volunteer for the four (4) ten (10) hour work schedule. If there are not enough qualified volunteers to meet the requirements of the service, the schedules shall be assigned.

With mutual consent between the supervisor and the employee, changes can be made to the four (4) ten (10) hour day work week to accommodate employee requests for PTO, bereavement, or jury duty.

## **ARTICLE 12 OVERTIME AND SUNDAY PAY**

- 12.1 **Overtime.** The Company maintains the right to require overtime work of all employees. Overtime work, including call-outs, is a condition of employment and employees have a responsibility to work overtime when requested to do so in order to meet service requirements.

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

- A. Once an employee has worked 40 hours at the basic hourly rate of pay in a calendar week.
- B. All hours worked on Sunday.
- C. Call out hours worked and not worked.

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

- ) Scheduled PTO;
- ) First 8 hours worked or not worked on a recognized holiday;
- ) First 8 hours worked on a Sunday;
- ) Paid union time off.

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

- ) Bereavement, jury duty, witness duty, short-term disability (STD), worker's compensation, military, unscheduled PTO, and any other paid time off not addressed above;
- ) Any non-paid time off, including non-paid union time;
- ) Additional hours worked over 8 hours on a Sunday;
- ) Any call-out hours (worked or not worked);
- ) Any hours worked over 40 in a workweek already paid at the overtime rate.

- 12.2 **Sunday Pay.** Employees scheduled to work on a Sunday will receive pay at the rate of time and one half (1.5) for all hours worked. Advanced authorization of Sunday hours is required.

### **ARTICLE 13 CALL-OUT**

- 13.1 Call-out pay is paid when an employee is requested to work hours not contiguous to his/her regularly scheduled shift to respond to business

needs. Call-out pay must be initiated or approved by management or per department guidelines.

- 13.2 When an employee is not at work and is requested to work hours not contiguous to his/her regularly scheduled shift, that employee shall be paid one and one-half times (1.5x) his/her regular hourly rate for actual hours worked with a minimum of two hours. Due to technological improvements, employees may be able to handle and resolve a call-out from home that does not require travel. In this situation, the employee will be paid a one (1) hour minimum to resolve the problem at home. If the time worked exceeds one (1) hour, the employee will be paid the initial two hour minimum. The employee is not subject to additional pay until the employee has worked beyond the initial two hour minimum. Hours worked beyond the initial two hour minimum would continue at the rate of one and one-half times (1.5x) the employee's base rate. Subsequent call-outs within the initial two hour minimum are not subject to additional pay until the employee has worked beyond the initial two hour minimum. Subsequent call-outs beyond the initial two hour minimum are subject to another two hour minimum.
- 13.3 Call-out pay begins when the employee leaves home, and ends when the employee returns home. Other differentials are not paid during call-out hours. Call-out hours do not count toward the overtime calculation and are not subject to additional premium payments.

## **ARTICLE 14 CONTRACTING WORK CONSOLIDATION/TRANSFER OF WORK**

- 14.1 **Contracting Work.** The Union recognizes that the right to contract out work performed by employees covered by this Agreement is vested exclusively with the Company.

The use of contract labor shall not directly result in the involuntary layoff of any regular employee normally performing the same work as that which is contracted out.

- 14.2 **Consolidation/Transfer of Work.** The Company shall have the right to consolidate or transfer bargaining unit work outside the jurisdiction of this Agreement. The Company will advise the Union at least two (2) weeks in advance of its intention to consolidate or transfer work prior to implementing such changes. If the consolidation or transfer of work results in the layoff or reassignment of employees, impacted employees

will be entitled to all rights outlined in the **Force Adjustment** Article 8 of this Agreement.

## **ARTICLE 15 PAID AND NON-PAID ABSENCES**

- 15.1 **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 Leaves of Absence Policy.

Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling eighteen (18) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available PTO/Vacation/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal leave.

- 15.2 **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 Leaves of Absence Policy.

- 15.3 **Disability Leave.** All employees who are not eligible for federal or state Family and Medical Leave, or have exhausted the maximum time available, are eligible for disability leave for recovery from bona fide disabling illnesses or injuries. This includes all on- and off-the-job illnesses and injuries. Except as otherwise allowed by law, disability leaves will be administered in accordance with the Company's Leaves of Absence Policy. Employees on disability leave may qualify for benefits under several Company plans (PTO/Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.

**15.4 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 Leaves of Absence Policy.
5. The Company maintains the right to modify or amend the administration guidelines described in the Company’s Leaves of Absence Policy at its discretion.

**15.5 Bereavement Leave.** In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative.

Up to five scheduled workdays for the following immediate family members: spouse, domestic partner, father, mother, son, daughter, brother, sister (includes step-parents and stepchildren and parents and children of domestic partner).

Up to three scheduled workdays for the following immediate family members: step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, uncle.

Employees shall receive pay at their base rate of pay for the hours they were scheduled to work. Such payment shall be for a maximum of 40 hours. Additional time off without pay may be granted at the discretion of the Company.

- 15.6 **Jury Duty.** An employee shall be paid at the basic wage rate for all or any part of his or her scheduled tour for absence due to jury duty providing the employee notifies their supervisor upon being served with the summons.

When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact his or her supervisor for instruction.

- 15.7 **Witness Duty.** An employee who is subpoenaed as witness for a legal proceeding and is not a party (i.e. either a plaintiff or a defendant) in the matter will be paid for all or any part of his or her scheduled tour at the basic wage rate providing the employee notifies their supervisor upon receipt of the summons. If an employee is excused from such witness duty for all or part of a scheduled day, the employee shall contact his or her supervisor for instruction. If the subpoenaed employee is a party (i.e., either a plaintiff or defendant), or one who testifies as an expert witness, no payment for lost wages as a result of attending the legal proceeding shall be made unless approved by the Company.

- 15.8 **Military Leave.** Regular, full time employees who have at least one year of CenturyLink service and are involuntarily required to provide service in the uniformed services are provided pay and benefits in accordance with the Company Military and Reserve Training Policy.

- 15.9 **Reserve Training Leave.** Regular, full time employees who are required to attend annual training for the Reserves or National Guard are provided pay and benefits in accordance with the Company Military Leave and Reserve Training Policy.

- 15.10 **Union Leaves.** Service conditions permitting and upon written notice by the President of the Local Union or the CWA Representative of not



less than one week prior to 28 posting the work schedule of the employee involved, the 9Company will grant to an employee time off without pay to attend union schools, conventions, meetings or other union business. No more than four (4) employees plus the Unit Vice President will be excused at any one time but not more than two employees will be excused from a work group, service conditions permitting. Such time off shall not be for more than 10 consecutive days at any one time and no more than 15 days in any one calendar year.

The Company Unit Vice President of the Local will be granted no more than 45 days in any one calendar year. No more than eight (8) employees will be granted time off under this paragraph in any one calendar year. The CWA Representative will provide to the Human Resources Department the name, classification and location of duly authorized Union Stewards and provide quarterly updates of changes to this listing.

- 15.11 **Additional Time Off.** Additional time off with or without pay may be granted at the Company's discretion, but any such decision by the Company to grant or deny any such time off shall not be subject to grievance or arbitration nor considered as precedent for any subsequent decision.

## **ARTICLE 16 SHORT TERM DISABILITY AND WORKER'S COMPENSATION**

- 16.1 **STD Benefit.** 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.

PTO hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled work days of a non-occupational disability related absence (STD waiting period). The employee must use all available PTO hours before hours can be taken unpaid. If an employee does not have available PTO hours, these hours for which PTO are/is 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 26 weeks. The amount of pay (partial or full pay benefits) is a percentage of "base rate pay". Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

- A. The STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit

payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's system anniversary date.

- B. A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.

If your 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 year but < 2 years	2 weeks	24 weeks
2 years but < 3 years	4 weeks	22 weeks
3 years but < 4 years	6 weeks	20 weeks
4 years but < 5 years	8 weeks	18 weeks
5 years but < 6 years	10 weeks	16 weeks
6 years but < 7 years	12 weeks	14 weeks
7 years but < 8 years	14 weeks	12 weeks
8 years but < 9 years	16 weeks	10 weeks
9 years but < 10 years	18 weeks	8 weeks
10 years but < 11 years	20 weeks	6 weeks
11 years but < 12 years	22 weeks	4 weeks
12 years but < 13 years	24 weeks	2 weeks
13 years or >	26 weeks	0 weeks

- C. STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan's STD administrative requirements, or c) the Plan's benefits as described in this Article have been exhausted.

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.

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

The Company will provide an employee a salary continuation benefit (called Supplemental Accident Pay or SAP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.

An employee is never entitled to more than 85% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both SAP salary continuation and Worker's Compensation benefit payments in excess of 85% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.

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

## **ARTICLE 17 TRAVEL REIMBURSEMENT AND TRAVEL PAY**

- 17.1 **Travel Reimbursement.** All employees for whom the company authorizes an overnight stay will be required to use the designated

Company corporate card or any other “corporate card” as designated by the Company for all business travel expenses. Employees will receive reimbursement for authorized expenses by submitting an approved expense report.

The Company’s business travel objective is to reimburse employees for reasonable and necessary expenses incurred on behalf of the Company. At the same time the Company anticipates its employees to be prudent with company funds and to be cognizant of shareholder value when incurring business travel expenses. All business expense provisions will be managed in accordance with the Company’s Business Expense Reimbursement Policy, herein called the “Reimbursement Policy,” unless specifically mentioned otherwise in the collective bargaining agreement. The company reserves the right to amend, modify or change this policy at its sole discretion.

When an employee is assigned to duty or schooling which requires travel away from his/her regularly recognized place of employment, the company will pay the employee on the basis of a regular work week schedule.

The per diem allowance will be in accordance with Reimbursement Policy. Employees incurring business travel expenses are responsible to ascertain that the expenditure is for a valid business purpose. Falsification or failure to adhere to these guidelines may lead to disciplinary action up to and including termination. No personal charges are allowed on the designed Company corporate card. Any charges remaining on the card after payment by the Company are the responsibility of the employee.

Expense reports are to be filed within five (5) business days upon return from a trip. All expense reports must include substantiation of the date, time, place and business purpose for expenditures. Additional substantiation is required for certain business travel expenses such as meals, lodging, airfare, cash expenses, mileage, tolls, rental cars, etc. Reasonable costs associated with any expense are subject to local management discretion and authorization.

All authorized and approved “out of pocket” expenses filed on an expense report will be reimbursed on the employee’s next payroll check.

Employees shall be paid at the company designed rate for mileage when using their personal vehicle for authorized business purposes.

- 17.2 **Travel Pay.** Employees will be paid for hours required to travel for out-of-town trips. Whenever possible, travel will be scheduled during an employee's normally scheduled work hours. Employees are expected to schedule travel in the most efficient timeframe possible, and obtain approval from their supervisor of the schedule and paid hours in advance of travel. If travel is extended beyond what was approved (for example due to airline cancellations), the employee should contact his/her supervisor to review pay and scheduling guidelines. Typically, pay would end at the point that it is determined that travel has been suspended for that day, and pay would begin when travel begins again the next day.

Travel pay is applicable to hours from the time the employee leaves their home or CenturyLink office until they arrive at their destination. The starting point and the destination must be approved by the supervisor, and may be a CenturyLink office, a hotel, an airport, or other agreed point. Travel pay for the return trip is applicable to hours from an agreed point of destination to the employee's home or office, but must also be approved by the supervisor. Time spent traveling on the employee's scheduled day off is considered paid time under this policy. With supervisor approval, work week schedules can be adjusted to accommodate travel days. Travel time scheduled on a Sunday or a designated holiday is eligible for those premiums. Travel time pay is not eligible for shift differential. Travel time hours are paid at the employee's base pay rate, and the hours are included for the purposes of determining overtime eligibility.

## **ARTICLE 18 PAID TIME OFF (PTO)**

- 18.1 **Paid Time Off.** PTO hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled work days of a non-occupational disability related absence. Scheduled PTO are those hours requested by the employee and approved by management. Scheduled PTO hours are included as part of the standard work week for overtime purposes.

Unscheduled PTO are those hours requested by the employee and not approved by management. Unscheduled PTO hours are not included as part of the standard work week for overtime purposes.

PTO must be scheduled as far in advance as possible for the mutual convenience of the employee and the Company.

Employees must use all available accrued PTO hours before unpaid hours can be taken, except for an FMLA covered absence to care for covered relatives that will exceed five consecutive days. In that case, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available PTO hours, those hours for which PTO is not available shall be non-paid.

18.2 **Payment of PTO Benefits.** PTO is paid at 100 percent of employee’s base rate of pay up to a maximum of 40 hours per work week. PTO benefits become payable when an employee is away from work due to:

- ) Vacation;
- ) Health care appointments or employee non-occupational illness or injury for up to 40 work hours;
- ) Family illness or injury;
- ) Other personal time off.

18.3 **Accruing PTO.** PTO benefits are credited to the employee’s PTO bank each pay period during which the employee has any regular work or other paid hours. The amount of PTO an employee receives is based on the employee’s length of service with the Company.

Years of Service	Bi-Weekly Accrual Rate (Hours:Minutes)*	Annual Maximum Accrual
0-4	5.54 (5:32)	144
5-9	7.08 (7:05)	184
10-14	7.85 (7:51)	204
15-19	8.62 (8:37)	224
20-24	9.38 (9:23)	244
25+	10.15 (10:09)	264

\*PTO will be reflected as Hours:Minutes on the employee pay advice.

Note: Accrual rate changes on the 5, 10, 15, 20 and 25 year anniversary date. Regular part time employees, working a minimum of 20 hours per week, accrue PTO hours at one-half the rate shown above.

Accrued hours may be used in the pay period in which they are credited to the employee's PTO bank.

In addition, regular full time employees may use up to eighty (80) hours of PTO before the hours are accrued each year (forty (40) hours for regular part time employees). Employee will not be able to use more hours in a calendar year than they are eligible to accrue. The use of hours before they are accrued is optional to employees. The first five days of absence prior to STD must be paid from PTO hours, whether accrued or not yet accrued.

PTO will not accrue for any pay period during which the employee is on unpaid leave for the entire pay period, layoff status or receiving benefits from the Company's Long Term Disability Plan (LTD).

- 18.4 **Maximum PTO Bank Balance.** PTO hours are credited to the employee's PTO bank until the employee reaches a maximum balance. Employee's maximum balance is based on the employee's years of service. When any additional accrued PTO hours would exceed the employee's maximum balance, no further hours will be credited to the employee's account until the employee takes time off.

For part time employees, the maximum accrual is half the hours shown above.

- 18.5 **PTO and Employee's Own Disability.** When an employee is unable to work due to a non-occupational illness or injury, PTO benefits may be paid for up to 40 hours (or unpaid if PTO is unavailable) for consecutive absences due to the same or different disabilities, intermittent absences for each different disability due to different reasons, or intermittent absences for the same disability. The first 40 hours of PTO due to illness or injury is called the "PTO Elimination Period." If an employee's own disability meets Federal Family & Medical Leave (FMLA) guidelines, employee must appropriately code employee PTO absence as FMLA eligible with the correct pay code. For the 40 hour PTO Elimination Period, employee must use all earned PTO.



- 18.6 **PTO and Holiday Pay.** If a paid holiday is observed while an employee is on PTO, employee will receive holiday pay for that day instead of PTO benefits, provided employee is in a paid status for the entire day prior to the holiday as well as the entire first scheduled workday after the holiday.
- 18.7 **PTO and Differential Pay.** Shift differential pay is not applied to PTO hours taken.
- 18.8 **Illness during Scheduled PTO.** If employee is on PTO for vacation purposes and suffers a disability that extends beyond five (5) work days (40 hours), employee is expected to notify immediate supervisor as soon as possible. Upon receipt of the Short Term Disability (STD) Plan paperwork, employee's absence may be paid from the STD Plan.
- 18.9 **Carry Over of Unused PTO Hours at Year End.** Up to a maximum of forty (40) hours of accrued but unused PTO hours will carry over from one calendar year to the next. Any accrued, unused hours over 40 will be forfeited as of January 1 of the year after the hours were accrued.
- 18.10 **When Employee Leaves the Company.** PTO hours earned but not taken will be paid out as a lump sum upon resignation or retirement. Employees terminated for just cause or who resign during an investigation into their misconduct will not be paid out accrued PTO. Employee's available PTO hours cannot extend the separation date beyond the last day worked.
- 18.11 **PTO Payout Upon Death.** In the event of the death of an employee who has qualified for PTO under the terms of this Agreement, the amount of PTO accrued pay will be paid to the employee's spouse or paid into the employee's estate.
- 18.12 **PTO Selection.**
- A. So far as service requirements permit, PTO may be taken at any time during the calendar year with as many PTO periods being made available during the desirable periods of the year as is consistent with service requirements.
  - B. No later than September 1<sup>st</sup> of the preceding year, the Company will begin contacting employees, in order of seniority, by work group, to permit them to select their PTO for the succeeding year.

Employees who do not make selection at the time they are contacted must wait until all other employees have been contacted. The PTO selection process will end on December 1<sup>st</sup> of the current year.

A segment of PTO for selection purposes is a continuous period of PTO with no work time between the beginning and end of such PTO period.

Employees must select their PTO in full week periods except employees who are entitled to less than one full week of PTO must select their PTO in consecutive days. Employees may elect to select their PTO in several segments. They shall be entitled to exercise preference by seniority for only one segment until all other employees have been given an opportunity to make a selection.

Additional segments are selected in the same rotational manner.

- C. Employees who will not be readily available between September 1<sup>st</sup> and December 1<sup>st</sup> may express their preference in writing for choices in advance of being contacted and, if available, their choices will be assigned as chosen in accordance with seniority insofar as service requirements permit.
- D. Any PTO segments (for a full week) that are cancelled for any reason may be made available to employees in the work group. Availability will be based on service requirements and company needs.

Employees will be notified via e-mail from management representatives that the specified week(s) stated above, are now available and employee selection for those week(s) will be done on a seniority basis.

## **ARTICLE 19 HOLIDAYS**

- 19.1 **Eligibility.** Regular full time employees shall receive eight hours base pay for the holidays listed that are not worked. To receive pay for time off on a designated holiday an employee is required to work the entire last scheduled day prior to the holiday as well as the entire first scheduled workday after the holiday, unless the employee is on approved paid leave (PTO) or the absence is excused by management.

If a paid holiday is observed while on STD, the employee will receive STD pay and not holiday pay for that day.

Part time employees will be paid the number of hours they normally work for each holiday they would have ordinarily been scheduled to work.

An employee scheduled to work on the Company holiday that fails to report for work and/or fails to work the full shift, will receive payment for hours worked, but no payment for the holiday.

19.2 **Recognized Holidays.** The following holidays are recognized and observed by the Company:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The Company will determine which days the business will be closed for the holidays. In most cases, that day will be the actual holiday. In some cases, the holiday may be on a different day than the actual holiday.

As a general rule, if an actual holiday falls on a Saturday, the holiday will be observed on a Friday. If the actual holiday will be on a Sunday, the holiday will be observed on a Monday. The Company does retain the right to adjust holidays differently.

## **ARTICLE 20 HEALTH AND WELFARE BENEFITS**

20.1 **Health and Welfare Benefits.** Effective **January 16, 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 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 be subject to the grievance procedure of this Agreement, but not subject to the arbitration provisions of this Agreement.

20.2 **Voluntary Benefits.** Effective **January 16, 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 the agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agent(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one or all of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees of the Company.

## **ARTICLE 21 SAVINGS AGREEMENT**

The Company has adopted the CenturyLink Union 401(k) Plan for Bargaining Unit Employees (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of such 401(k) Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Agreement and to make Company contributions thereto. Said Savings Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include CenturyLink Corporation) retains the right to make such changes in the 401(k) Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the 401(k) Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the 401(k) Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said 401(k) Plan, or to administer said 401(k) Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the 401(K) Plan shall apply to all similarly situated employees of the

Company in a uniform manner. The Company agrees to notify the Union of any such action.

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

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

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

**Section 2. Employee Contributions**

- (a) Each participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant’s wage. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to 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 Participants “wage” means base pay and approved incentives earned during a payroll period and shall not include overtime pay, shift differential pay, severance pay or any other extra pay or compensation.

**Section 3. Company Contributions.**

- (a) The Company may contribute a Company Matching Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

**ARTICLE 22  
EMPLOYEE INCOME PROTECTION PLAN**

## FOR BARGAINING UNIT EMPLOYEES

- 22.1 If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer employees who have at least 10 years of continuous service and whose age is at least 55 years as of the date of the Company's notice to the Union, the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Employee Income Protection benefits as described below subject to the following conditions:
1. The Company in its sole discretion may offer EIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.
  2. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.
  3. Employees who elect to receive benefits under the provisions of this Section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.
  4. If an employee voluntarily accepts EIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on

the scheduled last day worked for EIPP designation regardless of the anticipated release date by the physician.

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

1. For employees who so elect in accordance with this Section, the Company will pay monthly as Employee Income Protection payments, \$9.00 for each year of continuous service plus 35% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$550.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$26,400. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.
2. As used in this agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
3. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.
4. In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.

### **ARTICLE 23 TERMINATION ALLOWANCE**

23.1 Employees whose services are terminated under any of the conditions outlined below shall be eligible for a termination allowance:



- A. The employee's job is eliminated as a result of Company changes and other employment with the Company is not offered to him/her.
  - B. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.
- 23.2 Termination allowances due under the above shall be at the base pay rate of the employee at the time of the service termination. Employees will receive severance pay at the time of the service termination not to exceed twenty-six (26) weeks at the rate of one (1) week of pay for each completed year of service. Payment will be made in a lump sum to the employee.
- 23.3 Employees who have once received their full severance pay allotment, and have later been re-employed or recalled (and not been required to return any severance monies due to proration based on the timing of their re-employment) must complete one (1) full year of employment before being eligible for severance pay for a subsequent layoff. The amount of such severance pay shall be based on the period of employment between the date of the employee's most recent re-employment or recall and the subsequent layoff.
- 23.4 At the Company's discretion, severance pay may be paid to employees leaving the employment of the Company for other reasons, but no such severance pay will be paid to an employee dismissed for misconduct or who voluntarily quits.
- 23.5 Employees who receive severance pay in a lump sum and are subsequently re-employed by the company may be required to reimburse a portion of the severance payment on a prorated basis based on the length of their layoff period.

## **ARTICLE 24**

### **WAGES, DIFFERENTIALS AND STANDBY**

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

1. Wage progression increases will be effective based on the service anniversary date for active, full time employees and based on date last given for part time employees after the employee has worked 1040 hours.
2. Wage increases will be effective the first day of the pay period closest to the effective date of the increase.

24.2 **Setting New Pay Rates.** Upon reclassification to a higher rated job, the employee shall be paid at the next higher rate of pay on the new schedule and shall progress on that schedule on normal progression dates. Employees who are granted a job within the same wage schedule shall continue to progress in the wage schedule on normal progression dates. Employees who are granted a lower rated job will receive the appropriate rate of pay in the lower wage schedule on normal progression dates.

24.3 **Temporary Supervisor Differential.** An employee will receive \$1.50 for each hour they are assigned to work as an acting supervisor in the place of a current supervisor or vacant supervisor position. The differential can be used when the employee is in the role for minimum of one day to a maximum of 3 months. Where feasible, employees may perform their regular job duties.

Responsibilities when working as a Temporary Supervisor may include delivering Company communications, preparing work schedules, directing the work of individuals through assignment, and resolving work problems. Temporary Supervisors do not have the independent authority to coach, discipline, hire or discharge employees.

The Temporary Supervisor differential will not be applied to non-worked hours, such as PTO and Short Term Disability. Differentials will not be added to the base rate of pay for overtime calculations.

24.4 **Night Differential.** Night differential is paid in addition to an employee's base hourly rate to compensate the employee for regularly working hours other than a conventional work day.

Employees regularly scheduled to work between 8:00 p.m. and 6:00 a.m. will receive a differential as follows:

) Employees will receive 7% of base hourly rate for each hour worked between 8:00 p.m. and 11:59 p.m.

J Employees will receive 12% of base hourly rate for each hour worked between 12:00 a.m. and 6:00 a.m.

An employee who is regularly assigned to work a day shift may be required to temporarily work an evening or night shift to cover for vacation, sick leave, or workload requirements. The employee will receive the appropriate night differential for hours worked during the temporary assignment as scheduled by management.

Night differential is only applied to worked hours. PTO, holiday pay, short term disability pay and other pay practices for those employees who are regularly assigned to work an evening or night shift is computed using the base hourly rate without the shift differential.

This differential can be applied to all hours worked excluding call-out.

Differentials will not be added to the base rate of pay for overtime calculations.

- 24.5 **Standby.** Employees may be required to serve on standby for a day or days at a time, including periods of seven calendar days based on the needs of service. Standby duty, where deemed appropriate, will be rotated among all qualified employees in a geographic area as defined by the Company on a qualifications or seniority basis and shall be at the sole discretion of the Company. Based on the needs of service, the Company will determine the number of qualified employees who will be assigned standby duty.

This will not prevent employees from volunteering for standby duty on a more frequent basis, nor will it prevent employees from trading a day or days at a time or weeks of standby. If standby falls during an employee's PTO, unless the employee volunteers to cover the standby for that period, it will be the responsibility of management to fill the standby slot.

Initial standby schedules will be developed by management after the PTO selection deadline and will be created in order of reverse seniority. To address incidental changes to standby schedules (i.e. PTO changes, STD, out of town travel, etc.), management will contact (email or call) all employees within the standby rotation to request a volunteer. If more than one employee volunteers, the most senior employee will be

selected. If no employee volunteers, the least senior employee will be selected to cover standby.

An employee on standby will be provided a communication device and will be required to stay within communication range at all times. During periods of standby, the employees will be available to take all calls and report to a job site as needed.

During periods of standby, the employee may be assigned a vehicle for business purposes only. If assigned a vehicle, the vehicle must be kept at the employee's place of residence and parked off the public street when possible. If the vehicle cannot be kept at the employee's place of residence due to an ordinance or other regulation, it may be parked at the nearest Company-approved location(s).

While on standby, the employee will be paid from the time a call-out is received through completion of the job including the return trip home.

Employees on standby will receive standby pay in the amount of \$30.00 per day and \$50.00 for a holiday. This payment is not considered as time worked and does not count towards the computation of overtime. During standby, employees called out (on other than their regularly scheduled working hours), and who are required to leave their residence will receive pay for not less than two hours at the overtime rate.

## **ARTICLE 25 MISCELLANEOUS CONDITIONS OF WORK**

### **25.1 Bulletin Boards.**

- A. All material permitted to be posted on such bulletin boards shall be posted by the Union President designee in each designated location. It is agreed and understood that all material proposed to be posted by the Union shall be subject to the approval of the Company and the Company shall have the right to ask to remove any material it considers controversial, political, inflammatory or derogatory in nature.
- B. It is further understood that if insufficient space is available on a Company bulletin board that a separate bulletin board to be used by the Union, not to exceed 3 ft. x 5 ft., will be provided by the Union and will be hung by Company building operations personnel.

25.2 **Inclement Weather.** Employees are expected to take all reasonable actions to report to work as scheduled during inclement weather or in the event of a business disruption because of equipment failure or other catastrophic conditions. When employees report to work and because of inclement weather or business disruption are, in the opinion of the supervisor, unable to safely perform their regular work, they may be assigned such other work as may be available.

Employees who report to work late, leave early, or cannot report to work, must report the situation to their immediate supervisor as promptly as possible. In such cases the employee may elect to use PTO or leave without pay if no paid time is available, in that order, to cover the partial or full day of absence. The local management team will advise whether the absence is considered excused for the purposes of attendance management policies.

The Company may, at its discretion, close the office or send employees home early due to inclement weather. In that case, the employee will be paid for the time remaining in the business day.

25.3 **Tools.** Tools required by employees in the performance of their duties will be furnished by the Company. All tools so furnished will be and remain the property of the Company.

Employees who are furnished tools by the Company will be held responsible for the proper use, maintenance, and care of such tools, and will be held accountable for the cost of such tools as are lost or damaged because of improper care on their part.

It is understood that any tools lost or stolen due to the negligence; or damaged due to abuse of any employee, will be replaced by the employee and not the Company. Any tool or equipment purchased as a capital expense shall be replaced at the depreciated value of the tool or equipment at the time of loss. Reimbursement may be by payroll deduction at the employee's option. In no case shall bi-weekly payments exceed 10% of employee's base pay except by voluntary waiver.

25.4 **Personnel Records.** Employees may examine their personnel records one time per calendar year when such requests are made in writing to the Human Resources Department. Such examination shall take place in the presence of supervisory personnel. The personnel file is Company property and the personnel file may not be copied or removed

from Company premises. Copies of corrective action may be copied upon request. After one year, upon a request from the Union, the Company and the Union may meet to discuss deactivating the discipline but the decision is not subject to the grievance or arbitration procedure.

If a coaching is entered in an employee's personnel file, said entry will be made within a reasonable time and the employee receiving the coaching will initial the entry, physically or electronically, which will not necessarily constitute agreement with its terms. Coaching does not constitute corrective action, unless it is in written form and contains a threat of future discipline. As such all coaching will not be subject to the grievance or arbitration procedure.

- 25.5 **Performance Appraisals.** If Performance Appraisals are used by the Company, employees will be shown their own evaluation reports which they will sign. Their signature, either physically or electronically, will not necessarily constitute agreement with its terms.
- 25.6 **Employee Health and Safety.** The Company shall institute and maintain all reasonable and necessary precautions, as well as abiding by local, state and federal laws, for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices.
- 25.7 **Safety Footwear.** The Company will reimburse employees who are required by the Company to wear safety footwear for a one time purchase up to a maximum of \$200.00 during the term of the Agreement upon presentation of a receipt.

Employees in certain job titles and work environments (typically field operations, construction, warehouse and central office environments) must regularly wear safety footwear (safety shoes/boots) that meet the current national standard, ASTM F2413-05 Class 75 (Impact-75/Compression-75). ANSI Z14 1999 footwear is still allowed to be worn as long as the footwear is in good serviceable condition. The Company, in its sole discretion, and in accordance with OSHA standards, will identify the job titles and work environments in which employees will be required to wear safety footwear.

Employees in the identified titles 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.

- 25.8 **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 16, 2016, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following:

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

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

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

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

- 25.9 **Uniforms.** The Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit for the purchase of approved garments through the Company authorized vendor to employees in those classifications which the Company deems appropriate. New hires in those classifications may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

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

A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt or CenturyLink headwear. This pin will not cover the Company logo.

Replacement of uniform shirts and/or hats damaged through normal wear on the job will be the responsibility of the Company. Employees will be responsible for the full Company cost of replacing uniform garments should they be lost, stolen, or damaged through neglect.



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

- 25.10 **Pay Delivery.** All employees shall be paid every two (2) weeks. All employees will participate in direct deposit as their method of pay delivery. Pay stubs will be accessed electronically and printed by the employee.

Unless prevented by circumstances beyond the Company's control, paystubs shall be available to the employee at or before the end of his/her regular shift of the Friday following the end of the two (2) week pay period through direct deposit.

Failure of an employee to forward his/her daily work reports in a timely manner shall disqualify said employee from the rights under this Section.

- 25.11 **Orientation.** The Company shall notify the Union of the start date of employees entering the bargaining unit. The Union and Company will schedule a date and time for the orientation of the employees. The designated Union representative, who shall suffer no loss of wages, shall have the opportunity to address the employees for a time up to sixty (60) minutes.

- 25.12 **Work Rules and Safety Policies.** The Company may from time to time establish, change and/or withdraw work rules, 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, 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 Union may file a grievance at the final step 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) calendar days after its effective date.

## ARTICLE 26 TECHNOLOGICAL CHANGE

26.1 The Company and the Union recognize that the technologies and systems used to provide communications services will continue to evolve and that in the majority of situations these changes are considered natural evolutions of the job and do not change the nature or scope of the work being performed.

In some cases new technologies and systems may require additional training other than on-the-job familiarization, while in others they may require some classroom, on-line and/or other training. The Company, in its sole discretion, will determine when the changes in technologies or systems require additional knowledge or skill and the work location(s) and classification(s) that will require additional training.

It is understood that changes in technology or systems may, on rare occasions, involve or require the creation of new job classifications or modifications of existing job classifications. The provisions of **Article 10** will apply in these situations.

The Company and the Union agree to work together to maximize the opportunities for members of the existing workforce to receive the necessary training to be able to satisfactorily perform the work.

## **ARTICLE 27 UNION DUES DEDUCTION**

27.1 The Company agrees to honor assignments of wages for purposes of periodic dues and initiation fees given by any of its employees covered by this Agreement, and filed by the Union with the Company.

27.2 Any authorization for payroll deduction under this Article may be revoked by the employee or by any authorized representative of the Union by written notice to the Company between December 1 and December 31 of that year. The Company shall furnish the Union with a list of employees who exercise this option on or before March 1<sup>st</sup> of the following year. Revocation of this authorization shall be automatic effective the next succeeding payroll period after an employee covered herein is promoted, transferred, or otherwise separated from the bargaining unit.

27.3 Payroll deductions under this Article shall be made twice a month; provided, however, no wage deductions shall be made as to any employee whose authorization is not filed with the Human Resources

Department or such other Department as may be designated from time to time by the Company sufficiently in advance to be taken into account in preparing the current payroll.

- 27.4 In the event an individual employee's earnings, after all deductions in any calendar month, are not sufficient to cover payroll deduction herein authorized, such payroll deduction shall be suspended for that month and automatically resumed when said employee's earnings of any subsequent calendar month are sufficient to cover said deduction. Dues deductions shall be suspended during periods of leave of absence or layoff. When the employee is returned to the payroll, deduction of Union dues shall be resumed automatically.
- 27.5 The Company agrees to remit all such payroll deductions to the Secretary-Treasurer of the International C.W.A. Union on a monthly basis at an address to be furnished in writing to the Company.
- 27.6 The Union guarantees the genuineness of all signatures on all payroll deduction authorizations furnished to the Company hereunder.
- 27.7 The Union agrees to indemnify, defend and save harmless the Company from any and all loss or inability by reason of any amounts deducted and remitted to the Union under the provisions of this Article.
- 27.8 The Company's obligations under this Article as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check-off obligation.

## **ARTICLE 28 CONCESSION PLAN**

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for the Company's concession plan.

It is recognized that the Company has the right to amend, modify wholly or in part this plan, so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

## **ARTICLE 29 RECOGNITION AND/OR INCENTIVE PROGRAMS**

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

It is agreed and understood that all customer contact employees shall 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 agrees that it will not issue discipline to employees for failure to complete sales of its products and services, but may issue discipline for failure to make referrals or perform other job functions.

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.

## **ARTICLE 30 FEDERAL AND STATE STATUTES CLAUSE**

In the event any of the Articles of this Agreement or any portions thereof shall be declared unlawful under any existing or future state or federal law, that Article, or portion thereof, declared illegal shall be considered null and void, but the remainder of this Agreement shall remain in full force and effect.

## **ARTICLE 31 AGREEMENT**

**31.1 Amendments to Agreement.** It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate for collective bargaining, that the Union expressly waives the right to submit any additional items

for negotiation during the term of this Agreement irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement, and that this Agreement incorporates the full and complete understanding between the parties, superseding and invalidating any previous commitments of any kind, oral or written. The specific provisions of this Agreement are the sole source of any rights of the Union **or** any member of the bargaining unit.

- 31.2 **Agreement Renewal Notice.** This Agreement shall become effective as of January 16, 2016 and continue in full force and effect through January 31, 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.

IN WITNESS WHEREOF, the undersigned parties, pursuant to proper authority, have caused this Agreement to be signed and executed on January 16, 2016.

Embarq Florida, Inc.

Communications Workers  
of America, AFL-CIO

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Kevin McCarter  
Region President  
East Region

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Rick Feinstein  
CWA Representative

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Joseph Osa  
Vice President  
Labor Relations

---

Mike Maldonado  
President  
CWA 3176

Company Bargaining  
Committee:

Union Bargaining  
Committee:

Joseph Basile  
Carol Franklin  
Renee Smith

Mike Maldonado, President  
Paul Gallant, Executive VP  
Wesley B. Kirby, Secretary  
Greg Douglas, Unit VP

## Appendix A

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

Cable Splicers

Cable Splicer Helpers

Business Communication Technicians

Business Communications Technician II

Business Communications Technician III

Central Office Technicians

Customer Service Technicians

Customer Service Technician I

Customer Service Technician II

Building Operations Repair Persons

Building Operations Mechanics

Building Operations Technicians

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 3176A WINTER PARK, FL**  
**EFFECTIVE: 2/1/2016\***

WAGE SCHEDULE					
STEP	WP01	WP02	WP03	WP04	WP05
Start	\$15.89	\$16.71	\$17.46	\$8.99	\$15.89
6 Months	\$16.76	\$17.66	\$18.44	\$9.44	\$16.76
12 Months	\$17.71	\$18.63	\$19.48	\$9.89	\$17.71
18 Months	\$18.69	\$19.67	\$20.54	\$10.62	\$18.69
24 Months	\$19.73	\$20.77	\$21.70	\$11.48	\$19.73
30 Months	\$20.84	\$21.93	\$22.91	\$12.59	\$20.84
36 Months	\$22.05	\$23.19	\$24.24	\$13.73	\$22.05
42 Months	\$23.55	\$24.77	\$25.90	\$14.87	\$23.55
48 Months	\$25.41	\$26.76	\$27.96	\$16.31	\$25.41
54 Months	\$28.49	\$30.00	\$31.35	\$18.36	\$28.49
<b>Group WP01</b>	Customer Service Technician I				
<b>Group WP02</b>	Building Operations Technician, Cable Splicer, Central Office Technician, Customer Service Technician II, Business Communications Technician II				
<b>Group WP03</b>	Business Communications Technician III				
<b>Group WP04</b>	Building Operations Repair Person				
<b>Group WP05</b>	Building Operations Mechanic, Cable Splicer Helper				

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



**CENTURYLINK**  
**WAGE SCHEDULE - CWA 3176A WINTER PARK, FL**  
**EFFECTIVE: 2/1/2017\***

STEP	WAGE SCHEDULE				
	WP01	WP02	WP03	WP04	WP05
Start	\$15.89	\$16.71	\$17.46	\$8.99	\$15.89
6 Months	\$16.76	\$17.66	\$18.44	\$9.44	\$16.76
12 Months	\$17.71	\$18.63	\$19.48	\$9.89	\$17.71
18 Months	\$18.69	\$19.67	\$20.54	\$10.62	\$18.69
24 Months	\$19.73	\$20.77	\$21.70	\$11.48	\$19.73
30 Months	\$20.84	\$21.93	\$22.91	\$12.59	\$20.84
36 Months	\$22.05	\$23.19	\$24.24	\$13.73	\$22.05
42 Months	\$23.55	\$24.77	\$25.90	\$14.87	\$23.55
48 Months	\$25.41	\$26.76	\$27.96	\$16.31	\$25.41
54 Months	\$28.49	\$30.00	\$31.35	\$18.36	\$28.49

<b>Group WP01</b>	Customer Service Technician I
<b>Group WP02</b>	Building Operations Technician, Cable Splicer, Central Office Technician, Customer Service Technician II, Business Communications Technician II
<b>Group WP03</b>	Bus Communications Technician III
<b>Group WP04</b>	Building Operations Repair Person
<b>Group WP05</b>	Building Operations Mechanic, Cable Splicer Helper

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

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 3176A WINTER PARK, FL**  
**EFFECTIVE: 2/1/18\***

STEP	WAGE SCHEDULE				
	WP01	WP02	WP03	WP04	WP05
Start	\$16.21	\$17.04	\$17.81	\$9.17	\$16.21
6 Months	\$17.10	\$18.01	\$18.81	\$9.63	\$17.10
12 Months	\$18.06	\$19.00	\$19.87	\$10.09	\$18.06
18 Months	\$19.06	\$20.06	\$20.95	\$10.83	\$19.06
24 Months	\$20.12	\$21.19	\$22.13	\$11.71	\$20.12
30 Months	\$21.26	\$22.37	\$23.37	\$12.84	\$21.26
36 Months	\$22.49	\$23.65	\$24.72	\$14.00	\$22.49
42 Months	\$24.02	\$25.27	\$26.42	\$15.17	\$24.02
48 Months	\$25.92	\$27.30	\$28.52	\$16.64	\$25.92
54 Months	\$29.06	\$30.60	\$31.98	\$18.73	\$29.06

<b>Group WP01</b>	Customer Service Technician I
<b>Group WP02</b>	Building Operations Technician, Cable Splicer, Central Office Technician, Customer Service Technician II, Business Communications Technician II
<b>Group WP03</b>	Business Communications Technician III
<b>Group WP04</b>	Building Operations Repair Person
<b>Group WP05</b>	Building Operations Mechanic, Cable Splicer Helper

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

**Memorandum of Agreement  
Between  
Embarq Florida, Inc.  
d/b/a CenturyLink – Winter Park District  
And  
Communications Workers of America,  
Local Union 3176**

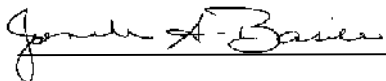
This agreement is between Embarq Florida, Inc. and the Communications Workers of America (“Union”), in order to outline a method to promote an existing Customer Service Tech I in the Winter Park District to a Customer Service Tech II in the Winter Park District without posting the position. This method may also be known as an “in family job promotion” when an employee is promoted from I to II once the Company determines the need for the additional skill sets, an employee has demonstrated those skill sets and the Company has verified the candidate’s proficiency in the required skill sets. This exercise is headcount neutral and only applies to employees already in the Customer Service Tech I job title.

The parties agree to the following steps:

1. The Company will determine if there is a need to increase the number of technicians with Customer Service Tech II skill sets without increasing headcount.
2. The Company will define the requirements for incumbent Customer Service Tech I employees to be considered for a promotion to Customer Service Tech II and determine when the requirements have been met. Historically, the incumbent Customer Service Tech I must meet these requirements before being considered for the promotion:
  - a. Be proficient in their Customer Service Tech I responsibilities.
  - b. Have cable training (classroom and/or on the job training).
  - c. Have independently identified, isolated, exposed and corrected trouble in the underground facilities.

3. Successful candidates will be promoted from Customer Service Tech I to II at the equivalent step on the Customer Service Tech II wage schedule.

Embarq Florida, Inc.



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Joseph A. Basile  
Labor Negotiator

Communications Workers of  
America

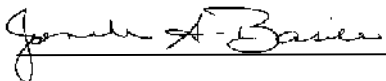
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Rick Feinstein  
CWA Representative

**Memorandum of Agreement  
Between  
Embarq Florida, Inc.  
d/b/a CenturyLink – Winter Park District  
And  
Communications Workers of America  
Local Union 3176**

Upon request, the Company shall furnish the Local with a list of employees in the Bargaining Unit. This list will include the names, employee number, reporting supervisor, exchange location, work and home address, seniority date, job classification and company email address.

Embarq Florida, Inc.



Joseph A. Basile  
Labor Negotiator

Communications Workers of  
America



Rick Feinstein  
CWA Representative

# INDEX

**TO BE ADDED**