13201

AGREEMENT

BETWEEN

UNITED TELEPHONE COMPANY OF INDIANA

AND

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
LOCAL 4700

EFFECTIVE: **OCTOBER 1, 2014**

EXPIRES: **SEPTEMBER 30, 2017**

CenturyLink™

CWA

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ARTICLE 1 - AGREEMENT

Section 1.01

The Communications Workers of America, hereinafter referred to as the "Union", and the United Telephone Company of Indiana, Inc. **d/b/a CenturyLink** hereinafter referred to as the "Company", do hereby on this 1ST day of October **2014,** enter into the following agreement. This Agreement shall be binding upon the legal successors and assigns of the Company and the Union. R

ARTICLE 2 - RECOGNITION

Section 2.01

The Company hereby recognizes the Union as the exclusive and sole bargaining agent of all employees within the bargaining unit as described by the National Labor Relations Board on November 14, 1951, Case No. 9-RC-1334 (The Southern Indiana Telephone Company, Inc.) and on May 29, 1953, Case No. 35-RC-899 (The Ohio River Telephone Company, Inc.) and on May 8, 1968, Cases No. 25-RC-3750 and 25-RC-3752, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2.02

The Union and the Company agree to keep each other currently advised of the names of their respective officers and representatives who are authorized to represent the parties.

Section 2.03

All references to the Plant Record Clerk, Repair/Supply Worker, Testboard and Frameworker, Traffic Department (Operator), and Commercial Clerk historically covered by this agreement are eliminated effective January 22, 2003 with the understanding should this work be reinstated in whole within the CWA territory covered by this agreement, it will fall under the jurisdiction of CWA.

ARTICLE 3 – NEWLY HIRED EMPLOYEES R

Section 3.01

Employees hired shall be considered on probation for the first three (3) months of employment.

Section 3.02

In order to further the spirit of respect and responsibility between the Company and the Union, the Company will allow up to 30 minutes for a Union Representative to conduct New Hire Orientation. The New Hire Orientation will take place within 30 days of the new hire employment date.

ARTICLE 4 - COLLECTIVE BARGAINING PROCEDURE

Section 4.01

All collective bargaining shall be carried on between authorized representatives of the Union as designated by its President and authorized representatives of the Company.

Section 4.02

Any agreement reached as a result of the collective bargaining by the representatives of the parties to this agreement shall become effective and binding only when signed by the aforementioned parties.

Section 4.03

The Union and the Company shall keep each other currently advised in writing of the names of representatives authorized to represent them in collective bargaining, negotiations, and in the execution of final and binding agreements.

Section 4.04

By mutual consent of the authorized representatives of the parties hereto, this agreement may be amended at any time. Such amendment shall be reduced to writing, state the effective date of the amendment, and be executed in the same manner as this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.01

A grievance is a complaint by an employee or group of employees for whom the Union is the bargaining agent, involving the interpretation or application of any of the provisions of this agreement, dismissal without proper cause, involuntary demotion, or a complaint that an employee has

in any manner been unfairly treated by the Company; or that the health and safety of the employee or employees has been jeopardized. All grievances shall be resolved exclusively in the manner set forth in this Article and Article 6, Arbitration.

Section 5.02

Nothing contained in this Agreement shall deprive any individual employee of the right to discuss with the Company matters in his own interest. It is encouraged that the employee and/or his/her steward discuss the issue with the employee's supervisor in the spirit of trying to resolve the issue before resorting to the grievance procedure. However, if such matter presented by an employee involves a question of interpretation or application of this Agreement, which may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Company shall immediately notify the Union, and the Union shall be present and participate in the discussions and dispositions of such matter.

Section 5.03

Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss the grievance with the aggrieved employee or employees without affording the appropriate Union representative an opportunity to be present.

Section 5.04

When a grievance is presented to the Company in writing, the supervisor having authority over the matter shall within ten (10) calendar days of the date of presentation hold a meeting for adjustment of the grievance with the appropriate Union representatives. The Company shall answer the grievance in writing within ten (10) calendar days after the date of this meeting.

Section 5.05

If the grievance is not satisfactorily adjusted under the provisions of Section 5.04, the Union may appeal the grievance to the Company representative within twenty (20) calendar days following issue of the written answer. Upon presentation of the grievance to this level, the Company shall within twenty (20) calendar days hold a meeting with the Union, by mutual agreement of the parties the meeting may be via conference call where applicable, for the adjustment of the grievance.

Within twenty (20) calendar days after the adjustment meeting is held, the Company shall give its position on the matter in writing to the Union.

Section 5.06

If the grievance is not satisfactorily adjusted under the provisions of Section 5.05, the Union may appeal the grievance to arbitration within thirty (30) calendar days as outlined in Article 6.

Section 5.07

No complaint or grievance shall be eligible for handling unless proceedings begin within twenty (20) calendar days after **knowledge of** the event out of which such grievance shall have arisen. **T**he Company **shall not** attempt any disciplinary action against any employee for whom the Union is the bargaining agent after the expiration of thirty (30) calendar days **from knowledge of the event.** The time periods specified in this Article may be extended by mutual consent of the Union and the Company. R

Section 5.08

An authorized Union representative not on leave from the Company shall give his immediate supervisor reasonable notice of his intended absence to investigate or process a grievance.

Section 5.09

In the event the Company contemplates the dismissal for just cause of any employee with over three (3) months of seniority, the Company shall notify the Local Union President, or designee, and review the facts prior to the actual dismissal.

Section 5.10

Employee/Union representatives not exceeding two (2) in number shall suffer no loss of regular pay for time required in meetings with the Company representatives when handling grievances.

ARTICLE 6 - ARBITRATION

Section 6.01

When a grievance cannot be satisfactorily settled through the grievance procedure outlined in Article 5, the grievance may be dropped or

submitted to arbitration by either party **during the term of this agreement**. R

Section 6.02

A request for arbitration shall be presented in writing by one party to the other within thirty (30) calendar days after receipt by the Union of the Company's final answer on the grievance. Within thirty (30) calendar days of the giving of such notice, a request will be submitted to the Federal Mediation and Conciliation Service by the Union or a designee of the Company Human Resources should the Company request arbitration. If not taken forward within the above mentioned time frame, the matter will be considered closed and the Company's final grievance response will stand as written.

Any awards of back wages by an arbitrator shall be limited to the amount of straight time wages at the employee's base rate the employee would otherwise have earned from her/his employment with the Company during the period involved, less any unemployment compensation or other compensation for employment that the employee may have received from any source during that period, provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as vacations) for more than eighteen months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.

Section 6.03

The arbitrator will be chosen by contacting the Federal Mediation and Conciliation Service and obtaining a list of arbitrators from the National Academy of Arbitrators with their principle residence in Ohio, Kentucky, Indiana, Illinois or Michigan. Each party will alternately strike until one (1) name is left and proceed as prescribed by the service. The complaining party shall have the first strike. Each party shall have the right to reject one (1) entire panel as unacceptable per case and then another panel shall be requested from the Federal Mediation and Conciliation Service or, when used as an alternate, the American Arbitration Association.

Section 6.04

All proceedings under this Article shall be started and carried to conclusion as expeditiously as possible.

Section 6.05

Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be borne equally by the Company and the Union. **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.** N

Section 6.06

The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.

Section 6.07

The arbitrator shall not have authority to add to, subtract from, or modify any provisions of this Agreement.

Section 6.08

The time periods specified in this Article may be extended or otherwise modified by mutual consent.

Section 6.09

Once a grievance has been appealed to arbitration in accordance with this Article, if the Union at the International level requests grievance mediation and the Company concurs, the grievance will be presented at a Mediation Conference before it is scheduled for arbitration. The rules of the selected Mediation Service will apply. If a settlement is not reached at the Mediation Conference, the grievance can be subject to being scheduled for arbitration in accordance with this Article. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties on this issue may serve as the arbitrator for the issue. Nothing said or done by the mediator

may be referred to at arbitration. Any settlement proposal made by either party at the Mediation Conference shall not be referred to at the arbitration hearing. The parties will share equally the costs associated with mediation.

ARTICLE 7 - COLLECTION OF UNION DUES

Section 7.01

The Company shall make collection of Union dues through payroll deduction upon an order in writing, signed by the employee, and shall pay monthly to the designated representative of the Union the total amount thus deducted from all employees. All deductions shall be made from the wages paid to employees in each of the payroll periods of the current month. R

The Company's obligations under this Section 7.01, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues deduction check off obligation. N

Section 7.02

Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee, and upon receipt thereof the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit.

Section 7.03

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

Section 7.04

The Company will, each month, furnish the authorized representative of the Union a record of the amounts of such deductions, a list of names and location of employees canceling their dues during the current month, and a list of names and locations of employees from whom dues deduction authorizations have been received during the current month. R

ARTICLE 8 - LIST OF EMPLOYEES

Section 8.01

Upon request, the Company will furnish annually, on or about February 1, to the designated representative of the Union a list showing the name, headquarters location, and continuous service record date of each regular and temporary employee in the bargaining unit, and who has completed sixty (60) days of the probationary period.

Section 8.02

Upon request, the Company will furnish the designated representative of the Union, as soon as practicable, a supplementary list showing the name, headquarters location, and continuous service record date of each regular and temporary employee who has engaged, re-engaged, or transferred in since last reporting or during a lesser specified period, and who has completed sixty (60) days of the probationary period.

Section 8.03

Upon request, the Company will furnish the designated representative of the Union, as soon as practicable, a list of all employees currently on leave of absence and all changes in names (showing the former and present name) of employees in the bargaining unit since last reporting or during a lesser specified period. These lists shall include the payroll designation of the employees concerned.

ARTICLE 9
PROMOTION OR TRANSFER OF UNION OFFICERS

Section 9.01

When the Company desires to either promote to a management position or transfer an employee who is a duly certified president, vice-president, or secretary-treasurer of a local of the Union, and the proposed change

would have an effect on his status as an officer of the Local, the Company agrees to give the designated representative of the Union written notice of such impending promotion or transfer at least fourteen (14) calendar days prior to the effective date of the change.

ARTICLE 10 - ABSENCE FOR UNION ACTIVITIES

Section 10.01

Union officers or representatives shall be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact Union business and without pay. However, when contract bargaining, not to exceed three (3) employee/Union representatives shall receive their normal pay from the Company. In other meetings with the Company, employee/Union representatives shall not be paid by the Company, unless the meeting is initiated at its request. When handling grievances, employee/Union representatives, not exceeding two (2) in number, shall suffer no loss of normal pay for time required in meeting with Company representatives. Each member so absenting himself from his normal duties shall give his supervisor reasonable notice of his intended absence and its probable duration.

ARTICLE 11 - SENIORITY

Section 11.01

Company seniority shall be determined by the continuous service of the employees affected as shown on the records of the Company.

Section 11.02

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. N

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.

Section 11.03

Union seniority shall govern in matters affecting assignments of vacations, transfers within the bargaining unit, layoffs, and re-employment after layoffs.

Section 11.04

Union seniority for the assignment of hours shall be by job title and apply to the headquarters exchanges.

Section 11.05

Union seniority shall govern distant work assignments within a job title group subject to consideration of qualifications to perform the assigned work.

Section 11.06

For new employees, hired on the same day, seniority will be determined by using the last four digits of the employees' social security number with the highest number being more senior.

Section 11.07

Any bargaining unit employee of the company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored. Only time actually accrued in a company bargaining unit will be credited for seniority purposes. The transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

ARTICLE 12 - JOB POSTING, BIDDING, AND AWARDS

Section 12.01

The Company shall make declarations of job openings as soon as it is known that vacancies are to be filled or new jobs are to be created. In those cases where the Company finds it necessary to fill vacancies temporarily in advance of the date of closing of bids, the employee filling such position on a temporary basis shall be advised of the temporary status and such temporary job occupancy shall not be deemed to have any

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effect on determination of competence to do the work. The employee shall have the right to refuse a promotion without affecting his/her status for future promotions.

Section 12.02

When filling a vacancy within the bargaining unit, job postings shall be posted for seven (7) calendar days spanning a two (2) week period. Bids must be submitted in accordance with the posting, within the specific time period. The job posting and the job bid will be in accordance with the appropriate method as described by the Company.

Section 12.03

Bids, including down bids, from any employee in the CWA local which is party to this Agreement shall be considered, except employees who at the time of the vacancy are in one of the following classes:

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;

Employees who have been awarded a job within the previous twelve (12) months, including new hires, cannot down bid unless released by the appropriate department manager. A down bid is defined as moving from a classification with a higher maximum base wage, as presented in Appendix A, to a classification with a lower maximum base wage as presented in Appendix A;

Business Service Specialists and Network Technicians who have been in the present classification for less than eighteen (18) months, unless released by the appropriate department manager.

Section 12.04

In all cases of job bids, the selection of employees to be awarded a job shall be determined by the Company. The Company will first attempt to fill the vacancy internally from those employees submitting a job bid request. 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.

Section 12.05

Bid awards shall be made within a reasonable timeframe following the bid closing date and thereupon the President of the CWA locals and all bidders shall be advised of such bid awards. The person receiving the award shall be placed in the job within a reasonable timeframe of the award date.

Section 12.06

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

Employees desiring to change positions shall notify their supervisor, in writing. Their supervisor will provide career counseling assistance to the requesting employee(s). The Company will pay for all recommended training successfully completed by the employee. Employees who successfully complete the recommended training, will be considered qualified. It is recognized that formal technical education, especially in advanced electronics, is a large factor in determining qualifications for some positions.

Section 12.07

Employees are encouraged to reside within a reasonable distance of their reporting location for availability for service related reasons. All bid openings will show that the successful bidder will be required to reside within an approximate thirty- five (35) mile distance of the reporting location. Any individuals in present jobs not conforming to the above provisions will be allowed to maintain their present residence. However, if they bid on another job, they will be required to satisfy this provision.

ARTICLE 13 – HOME GARAGING

Section 13.01

The Company and the Union agree to a program entitled "Home Garaging". The program will provide employees the opportunity to keep their Company vehicles at their residence and to be assigned to their first job assignment from the residence

a) Home garaging will be optional, and by mutual agreement. Changes in the employee option may be coordinated with the immediate supervisor. In the event home garaging is discontinued by the Company, affected employees will be given at least fourteen (14) calendar days advance notice of the change.

b) In order to participate the nature of the work being performed by the employees in the group must be:

   1. other than at the same Company owned/maintained facility on a regular basis;
   2. is such that the employees can be dispatched and report directly to the work location at the beginning of the work day and
   3. it would not be necessary for the employees to first report to a Company owned/maintained facility prior to his/her going to the work location.

c) No non-Company passengers will be allowed on vehicles. Employees will not use the Company vehicle for personal activities. No alcohol or drugs will be allowed on Company vehicles in any circumstances

d) Accidents incurred (personal and vehicle) while en route to and from work are covered by the Company. Liability of secured vehicle will be the Company's responsibility (i.e., vandalism, theft, and Act of God).

e) Vehicle maintenance - routine and repair will be at the discretion of local management. Location of vehicle during employee vacation will be at the discretion of local management.

f) It is preferred that these Company vehicles be parked on the employee's property; however, street parking is allowed where zoning permits.

g) Materials may be stored in the employee's vehicle, but will not be stored in the employee's home.

h) Incidental stops (e.g., for a loaf of bread, or to pick up dry cleaning, etc.) which are no longer than fifteen (15) minutes, and are en route to and from work and home, are permitted.

i) Employees will be at the first assignment at the scheduled starting time, unless the first assignment is a further distance than the employee's reporting location. In that case the employee will be at the first assignment at the scheduled starting time plus whatever time would be reasonably required to go the additional distance in a safe and legal manner.

ARTICLE 14 – 4-10's

Section 14.01

It is recognized that in certain work units or groups, it may be beneficial to the employees and in the best interest of the business to establish a four (4) day schedule as a normal work week. Accordingly, the number of hours which presently constitute a normal five (5) day work week schedule will be scheduled in equal amounts over four (4) consecutive days, if agreed to by the affected employees. No overtime payment as required in Section 25.02 shall be made for any of the hours worked over eight (8) when the conditions of this Section are in effect. Continuous work over ten (10) hours in any work day will be paid at the applicable overtime rate. Night differential payment will be paid for hours worked before 6:00 a.m. and after 7:00 p.m.

ARTICLE 15 – PERSONAL TIME OFF (PTO)

Section 15.01

Effective January 2012, paid time off will be given to all full-time employees and those regular part-time employees regularly scheduled **thirty (30)** hours **or less** per week, during the prior calendar year in R accordance with other provisions of this Article. Full-time employees shall be paid for PTO periods at their basic weekly rates plus any normal differentials based on the average hours worked per day in the previous five (5) weeks. PTO pay of regular part-time employees shall be computed on the basis of their average scheduled weekly hours within the qualifying year at their basic hourly wage rate in effect at the beginning of the PTO period plus any normal differentials based on the average hours worked per day in the previous five (5) weeks.

Section 15.02

Regular employees shall be granted accrued PTO with pay based upon their cumulative length of continuous service as follows:

Service Completed	Accrued PTO Hours	Current PTO Hours
90 days but less than 1 year	0 hours	**64** hours R
1 year but less than 5 years	2 weeks/80 hours	64 hours
5 years but less than 15 years	3 weeks/120 hours	64 hours
15 years but less than 25 years	4 weeks/160 hours	64 hours
25 years and more	5 weeks/200 hours	64 hours

If an employee terminates employment for any reason prior to using their current PTO hours, the employee will not be paid out for them except as provided in Section 33.04 of the agreement.

The Company may require that the fifth week of PTO be taken during January, February, March or April. PTO may not be accumulated from year to year, nor may PTO be postponed from one year to another. However, an employee may defer one (1) week of PTO to January, R February, March or April of the following year. These selections take precedence over the following year selections and may not be changed without mutual agreement of the employee and his supervisor and then only to another date within the same four (4) months. Employees may not receive PTO pay in lieu of PTO.

Section 15.03

Whenever a holiday which would have been included in an employee's work schedule falls within the employee's PTO period, the Company shall in each case grant an additional day of PTO in lieu thereof.

Section 15.04

The Company will post a single PTO schedule for each classification by department and district by October 15th, to be completed by December 15th, showing the weeks in which PTO will be granted and the number of employees who will be granted PTO for each such week. This posting may be electronic. Employees must select all their eligible accrued PTO from such schedule in accordance with their seniority, except that changes may be made for service requirements. Day at a time PTO is limited to ten (10) days until all employees have scheduled their PTO

choices. Thereafter, remaining PTO may be scheduled a day at a time until all available PTO is scheduled. Employees changing their PTO after December 15th shall not exercise their seniority to bump less senior employees who have selected PTO prior to December 15th. Current PTO may be scheduled at any time with approval of the day taken by the immediate supervisor.

Section 15.05

Employees who quit, are terminated, or retire shall be entitled to any earned or prorated accrued PTO. Should any PTO pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expenses incurred due to the loss of, destruction of, or damage to Company property or equipment. In the event of a death of an employee who has qualified for PTO under the terms of this Agreement, the amount of PTO will be paid to the employee's spouse or paid into the employee's estate.

Section 15.06

Employees who are scheduled for PTO and are unable to use this PTO due to major illness, major accident, contractually covered funeral, and who timely notify the Company with proof of condition, shall have the PTO rescheduled if time remains in the calendar year and the workload permits.

ARTICLE 16 – HOLIDAYS

Section 16.01

Effective January 1, 2012, the following days shall be authorized holidays:

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

Section 16.02

If an employee works on an authorized holiday, the employee shall be paid one and one-half times the regular hourly wage for each hour worked in addition to holiday pay. If a full-time employee does not work on an authorized holiday, the employee shall be paid the regular daily basic wage, plus differentials, if any.

Section 16.03

Employees averaging twenty (20) hours or more per week will be eligible for all paid holidays. Payment for those holidays shall consist of the regular basic wage rate plus any normal differentials based on the average hours worked per day in the previous five (5) weeks. Payment shall not exceed eight (8) hours per day.

Section 16.04

Employees scheduled Monday through Friday on a week when a holiday falls on Saturday will have the preceding Friday off as their holiday, if the holiday falls on Sunday the holiday will be observed on Monday. Employees scheduled Tuesday through Saturday on a week when a holiday falls on a Sunday, will have the preceding Saturday off as their holiday or, if the holiday falls on Monday, will observe the holiday on the following Tuesday. All other holidays will be observed on the designated days, i.e. Saturday holiday observed on Saturday. Employees scheduled Sunday through Thursday on a week when a holiday falls on Friday or Saturday will have the preceding Thursday off as their holiday.

Section 16.05

When a holiday falls on a full-time employee's scheduled day off, the employee shall be paid holiday pay equivalent to the regular daily basic wage, plus differential, if any.

Section 16.06

Part-time employees who work on a holiday shall be paid two and one-half times their regular hourly wage for time worked.

Section 16.07

An employee absent the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday, without being excused, will forfeit the holiday time, unless such absence is due to illness or accident sustained otherwise than in the course of employment. Upon request of the Company, evidence of such illness or accident shall be furnished.

Section 16.08

Temporary employees are not eligible for holiday pay.

ARTICLE 17 – PAYMENT FOR TIME NOT WORKED

Section 17.01 – Excused Absences:

a) Absence Due to Death in Family – When it is necessary for an employee to have time off because of the death in the immediate family, the employee shall be paid for the necessary time of absence. The maximum number of days paid shall be five (5). "Immediate family" is interpreted to mean, husband, wife, domestic partner, parents, stepparents, children, stepchildren (includes children and step children of domestic partner), sister, brother, stepsister, stepbrother. Employees shall be granted up to three (3) days with pay for other relatives. "Other relatives" being defined as grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law and grandchildren. This includes those who are related to you through marriage (step or in-law), or through your domestic partner. You are also eligible for three (3) work days off with pay for the death of your aunt, uncle, niece or nephew.

b) Absence Due to Jury Duty or Witness Service - An employee who is absent because of jury summons or subpoena for service as a witness will be paid for such absences to the extent of difference between pay received for such duty and his normal schedule earnings. However, it is expected than an employee who is excused from Court duty on any day at a time that will permit him to work will communicate with his supervisor for such assignment as is reasonable under the circumstances.

c) Absence Due to Visits to Medical Office -An employee visiting the medical office at the direction of the Company during his assigned working hours will be paid for such time which is within the assigned tour.

d) Military Duty:

1. Army, Air Force, Naval and Marine Corps Reserves, Coast Guard, and National Guard - Employees in the Army, Air Force, Naval and Marine Corps Reserves, Coast Guard, and National Guard will be excused with the difference in pay for scheduled time lost (but not to exceed two (2) weeks in any one (1) year) at the basic rate. Such absences will not be deducted from the regular vacation allowance to which the employee may be entitled.

2. Difference in Pay - As stated in e)1. of Section 17.01, will be based on the difference between the Company and Government pay. For this purpose Government pay will include base pay, pay for length of military service, pay for special qualifications or duty, and rental allowance for enlisted men with dependents in pay grades 1, 2, and 3 inclusive, as established by law.

3. For commissioned officers and warrant officers with dependents, the Government pay shall also include the difference between rental and subsistence allowance established for officers with dependents and those established for officers of equal rank without dependents.

e) Election Boards – Employees may be excused with pay to the extent of difference between pay received for such services and their normal schedule earnings for service if sworn in as a member of an election board in connection with Federal, State, Municipal, or County elections. This excludes service for any political party.

Section 17.02 – Basis of Payment

a) Payments made under any of the above provisions shall be limited only to tours within the basic work week which an employee is assigned to work.

b) Payments for time not worked shall be made at the basic wage rate plus any differential applicable to the tour, if any.

c) Employees who work sixteen (16) hours within a twenty-four (24) hour period shall have a minimum of eight (8) hours rest period (time away from job). To the extent that such rest period extends into their regular work day (schedule of work) they shall lose no pay (straight time) for time lost from the normal work schedule. An employee will not work over sixteen (16) hours should safety be an issue. In cases where supervision sends workers home for safety reasons, the Company may replace these employees during the eight (8) hour rest period with other Company employees considered first.

ARTICLE 18 - EQUALIZATION OF OVERTIME WORKED

Section 18.01

The Company will distribute opportunity for overtime as equally as possible among the employees engaged in similar work. Records of overtime worked and refused will be kept by the Company and will be posted, on a monthly basis, on bulletin boards in the related work area. In the event all personnel engaged in similar work refuse the opportunity for overtime, the least senior qualified employee or employees will be required to work. However, for the assignment of overtime, the wishes of the employee will be taken into account in so far as possible. Opportunity for overtime within the work group shall be considered equalized as long as the highest is no more than 25% over the lowest at the end of the calendar quarter. If there is a greater difference, it shall be adjusted during the following quarter as much as overtime requirements allow.

ARTICLE 19 - FORCE ADJUSTMENTS

Section 19.01

Should the Company determine that a force reduction in a classification in a district is necessary due to adverse economic conditions or other reasons, the designated representatives of the Union and affected employees shall be notified by mail thirty (30) days in advance of the force reduction. The force adjustment shall be carried out in accordance with the following successive steps:

a) Temporary employees shall be laid off first.

b) Part-time employees shall be laid off in the inverse order of union seniority, shortest to longest.

c) Regular employees shall be laid off in inverse order of Union seniority, shortest to longest. The Company may, at its option, determine that employees shall remain at work with a reduced work week.

Section 19.02

The regular employees affected by the reduction in force may exercise their Union seniority rights in gaining continued employment in any

location where they have Union seniority over an incumbent in a classification which they **have previously held and are deemed fully qualified by the Company to** perform with a **maximum of forty (40) hours** of on-the-job training and familiarization. Such rights must be exercised against the employee who has the least Union seniority in that classification. **Employees who are not deemed qualified as described above are not eligible to exercise bumping rights.** R

Section 19.03

Rehiring After Layoffs - Employees who are laid off must be rehired in the same jobs in inverse order in which they were laid off. The Company agrees that it will not hire any new employees until all laid off employees have had opportunity for re-employment with the Company for a period of twelve (12) months. A refusal to accept a recall within the employee's former job title and former district will result in termination. The Company, when requesting a laid-off employee to return to work, shall notify such employee by a registered letter sent to the employee's last known address. It is the employee's responsibility to notify the Company and the Union of any change of address. If the employee does not reply by registered letter within five (5) work days from the date of the returned receipt, he or she shall be considered to have resigned. If the returned receipt is not received within five (5) work days of the mailing date of the letter, the Company will attempt to contact the employee. If this fails, the Union will be notified and will have five (5) work days to contact the employee. If this is unsuccessful, the employee will be considered to have resigned.

Section 19.04

Laid-off employees who are rehired within eighteen (18) months shall continue to accumulate seniority during the layoff.

ARTICLE 20
NON-PERFORMANCE OF WORK BY SUPERVISORS

Section 20.01

The Company agrees that it will not, as a matter of policy, use supervisory employees who are excluded from the bargaining unit on work performed by Union members.

Section 20.02

Supervisors may perform work during the process of actual training of an employee or to meet service emergencies.

Section 20.03

When an appropriate employee is not available or cannot be reached for assignment, work may be done pending the securing of a suitable employee.

ARTICLE 21 - CONTRACTING WORK

Section 21.01

The Company recognizes and acknowledges the right of its employees to perform its telephone work and in the protection of this agrees to cooperate and work with the Union in this respect.

Section 21.02

It is agreed that outside contracting may be utilized with the understanding that such outside contracting shall not cause part-timing or layoff of present employees involved in service, maintenance, service restoration, and public safety.

Section 21.03
Overtime equivalent to that worked by contractors in the same classification, in the same district, will be offered to company employees where the Company controls the hours worked by the contracted employees.

Section 21.04

The Company shall provide within reason, written information to the local Union on contractors used to do bid work within the scope of the bargaining unit. This information will include

a) Company name,
b) type of work,
c) work location (key map), and
d) approximate work schedule.

ARTICLE 22 - WORK ASSIGNMENT, INTER-UNION

Section 22.01

Effective January 1, 1974, the previous agreements for work assignments, inter-union will be dropped, and the Company may work employees across union jurisdiction lines without overtime restrictions, providing that the Company will not use any provisions of this Article to supply craft employees to areas served by another Union in the event of a strike by that Union.

ARTICLE 23 - BULLETIN BOARDS

Section 23.01

Union bulletin boards of a size and type jointly agreed to by the Company and the Union will be purchased and installed by the Company. The location of bulletin boards will be jointly agreed to by the Union and the Company.

Section 23.02

No material shall be placed on Union bulletin boards except by designated Union representatives. Material posted shall not contain anything derogatory to the Company or its employees.

ARTICLE 24
POSTING OF WORK SCHEDULES

Section 24.01

The Company will post work schedules by noon Thursday of the week preceding the work week or weeks scheduled.
+
Section 24.02

The Company will post holiday schedules at least fourteen (14) days before the holidays.

ARTICLE 25 - BASIS OF COMPENSATION

Section 25.01

Regular rates of pay will be paid for all hours worked within the limits of a normal day and within the limits of a normal work week, except for hours worked on a Sunday or on a holiday or its legally observed equivalent.

Section 25.02

Overtime pay, one and one-half times the basic hourly rates, will be paid for the following:

a) Hours worked in excess of eight (8) hours on any day.

b) Hours worked in excess of forty (40) hours in any calendar week for which overtime has not been paid on a daily basis.

c) Hours worked on scheduled days off.

d) Hours worked outside of the posted schedule as a result of a change of shift of the scheduled hours by the Company provided such change of shift was not made for the convenience of the employee. However, schedules may be changed provided the change is made on or before Thursday of the preceding week.

e) Time and one half will be paid in the Plant department for hours worked on Sunday.

f) Hours worked from 6:00 p.m. to 12:00 midnight on Christmas Eve and New Years Eve.

Section 25.03

The Company agrees to pay in addition to wages earned at basic rates, premium payments for time worked on tours of duty as set forth in Appendix A.

Section 25.04

Differential pay will be paid to employees for certain responsibilities assigned as set forth in Appendix A.

Section 25.05

Effective October 1, 2008 the bi-weekly pay method will be direct deposit with access to pay stubs available to employees electronically. Employees will be paid bi-weekly on Friday of the next week following the two (2) week payroll period. However, if that Friday is a holiday, then employees will be paid on the Thursday previous.

Section 25.06

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

ARTICLE 26 – CALL-OUT COMPENSATION

Section 26.01

When an employee is called to work after having left the job at the completion of the scheduled tour and before the beginning of the next scheduled tour, the employee shall be paid for all time worked thereafter at the overtime rate. Travel time to and from the job shall be considered as time worked.

Section 26.02

The minimum compensation for time worked on each extra assignment that does not continue into the employee's next scheduled tour which the employee is required to work, shall be two (2) hours pay at time and one half.

ARTICLE 27 – INCLEMENT WEATHER

Section 27.01

During weather which the supervisor determines as inclement, employees will be assigned to work under shelter as far as practicable.

ARTICLE 28 – TRANSFERS

Section 28.01

When an employee is transferred with no change in job title to another town, the service date of such transfer shall be the employee's continuous service record date.

Section 28.02

When a surplus occurs within a classification and a shortage exists in another district in that classification an opportunity for voluntary transfer will be offered by seniority within that classification before consideration of a layoff would apply. If there are no volunteers, the least senior employee will be selected. If the least senior employee does not elect to transfer, lay-off language (Article 19) and the termination allowance (Article 33) will apply.

The transferred employee shall receive $600.00 for incidental expenses, have the costs of moving ordinary household goods paid, receive the closing costs on their home (should they own one), and have the opportunity to arrange reasonable relocation expenses.

ARTICLE 29 – PENSION AGREEMENT

Section 29.01

The Company has adopted the Embarq Retirement Pension Plan (the "Retirement Pension Plan") and **except as provided in Section 3 below** agrees to include **Eligible** Employees covered by this Agreement as **M**embers of such Retirement Pension Plan in accordance with Pension Agreement **below.** Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension

Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state **or** federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. **Except as provided in Section 3 below, a**ny such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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

1. Embarq Retirement Pension Plan

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

   Except as provided in Section 3 below, a Member shall mean an employee of the United Telephone Company of Indiana, Inc. represented by Local 4700 of the Communication Workers of America who is **eligible to participate in** the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

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

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

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

2. Amount of Allowance

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

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

3. **Hired, Rehired, or Transferred Employees On or After July 1, 2015 into CWA 4700.**

   Any Employee who is first hired by CenturyLink into CWA 4700 on or after July 1, 2015 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting. N

   Any Legacy Embarq Employee who is rehired into CWA 4700 on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired by CWA 4700 on or after July 1, 2015 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

   Any Legacy Embarq Employee who is transferred to CWA 4700 on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being transferred to CWA 4700 on or after July 1, 2015, to the extent

he was not given a distribution of his entire prior Vested Interest prior to being transferred. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit. N

Any non-Legacy Embarq Employee who is transferred to or rehired into CWA 4700 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Member in the Retirement Pension Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later transfers to another union that allows benefit accruals under the Retirement Pension Plan, service earned with CWA 4700 prior to the subsequent transfer will not be used to determine the Retirement Allowance in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting.

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

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

4. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by CWA Local 4700, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA Local 4700 who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member's single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This

Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms. N

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

This Section shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company may, unless contrary terms of the Retirement Pension Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Pension Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Member and to any Retirement Allowance of any such Member, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement Pension Plan, the calculation of benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Pension Plan shall rest with the Company and its delegates, shall be determined only under the terms of the Plan, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

ARTICLE 30 – HEALTH AND WELFARE

Section 30.01

Effective October 1, **2014** 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, R

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.

The Company will provide the Union with sixty (60) days advance notice of any changes to the various plans. At the request of the Union the parties will meet to discuss, but not negotiate such changes.

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

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

ARTICLE 31 – TOOLS AND UNIFORMS

Section 31.01

The Company will furnish, without cost to the employees, all tools necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them. Tool replacement will be made in accordance with the following:

a) Tools lost or stolen during the employee's performance of work will be replaced at the Company's expense unless the employee is proven negligent resulting in the loss of these tools.

b) Tools which become broken or worn out will be replaced by the Company upon presentation of such tools.

c) Tools lost or stolen on Company premises or vehicles will be replaced at the Company's expense.

d) Employees that are required to wear ANSI standard safety footwear will be reimbursed an allowance of $100.00 annually. To be eligible for this reimbursement the employee must submit this allowance, along with the receipt for the purchase of such footwear on the standard expense reimbursement form.

Section 31.02

The Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit of at least $200.00 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.

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

ARTICLE 32 – RELIEF PERIODS

Section 32.01

All employees shall normally be granted a fifteen (15) minute relief period within each continuous four (4) hours worked during which they are not required to work and for which they are paid.

Section 32.02

It is recognized that the normal provisions for relief may not apply during the hours when only two (2) people are required on duty. In such instances it is contemplated that relief time may be taken at the convenience of the employees, with due regard to the requirements of the service.

ARTICLE 33 – LAYOFF/TERMINATION ALLOWANCES

Section 33.01

Eligibility for Layoff Allowances – Layoff allowance, in the amount determined under Section 33.02 of this Article, will be paid to all regular employees laid off for lack of work.

Section 33.02

Layoff allowances shall be in the amount of 100% of two week's pay for each year of service up to a maximum of twenty (20) weeks pay at the 100% rate. The number of weeks accrued will be established based on the number of years of service at the time of initial layoff. Termination allowance will paid in one lump sum payment.

Section 33.03

The employee's basic weekly wage rate shall be used in computing layoff allowance.

Section 33.04

The layoff allowance shall be over and above those amounts actually earned by the employee and also will be in addition to any payment for PTO for which the employee is eligible at the time of the final layoff allowance. All PTO, if not taken by December, will be paid to the laid-off employee.

Section 33.05

For employees who have been paid their layoff allowance and are recalled from layoff for a period of less than thirty (30) days, no benefits will be applicable. A refusal to accept the temporary recall within the employee's former district will not result in termination, but will void part 21.02 to allow the Company flexibility to contract the work assignment.

Section 33.06

Employees not recalled to a regular duty status within twelve (12) months of being laid-off will be considered as terminated.

Section 33.07

In the event of a reduction in force, employees may volunteer to accept permanent termination, not those who have been bumped or whose jobs have been abolished and will automatically be terminated, will be paid one week's base pay for each year of service up to a maximum of fifteen (15) weeks.

ARTICLE 34 – SHORT TERM DISABILITY

Section 34.01

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

Employees qualify for STD benefits when they are participants who cannot work at their normal job due to an illness or injury incurred

off the job, and satisfy the requirements as outlined in this Article but subject to the terms of the Plan which control and govern. STD benefits begin on the 8th consecutive calendar day (sixth consecutive scheduled workday) of non-occupational illness or injury for participants. Written medical certification shall be required. R

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

Section 34.02

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.

Section 34.03

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

Section 34.04

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

a) The STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

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

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

Section 34.05

Successive disabilities due to the same cause that are separated by 30 calendar days or less of active full-time employment will be considered one disability. If you return to work for less than 182 calendar days following an STD absence, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit Payment Schedule described above based on your service at the first time you became entitled to Plan benefits. R

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

ARTICLE 35 –WORKER'S COMPENSATION

Section 35.01

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

Section 35.02

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.

Section 35.03

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. R

Section 35.04

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 36 – LEAVE OF ABSENCE

Section 36.01 - Administrative/Personal Leave

An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company Policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling eighteen (18) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. All available PTO/Vacation/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave. R

Section 36.02 - Family and Medical Leave

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

Section 36.03 - Disability Leave

All employees who are not eligible for federal or state Family and Medical Leave, or have exhausted the maximum time available, are

eligible for disability leave for recovery from bona fide disabling illnesses or injuries. This includes all on- and off-the-job illnesses and injuries. Except as otherwise allowed by law, disability leaves will be administered in accordance with the Company Policy. Employees on disability leave may qualify for benefits under several Company plans (PTO/Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits. R

Section 36.04 - General Rules Governing Leaves

The following rules shall apply to all leaves:

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

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

3. **The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.**

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

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

ARTICLE 37 – MEAL ALLOWANCES

Section 37.01

Employees assigned out-of-town overnight shall have their expenses paid by the Company as defined in Article 48.02. Such expenses shall include regular meals and lodging. In this case, employees shall be scheduled for a one (1) hour lunch period which includes transportation time to and from the lunch location. For purposes of efficiency a half hour lunch may be utilized with mutual consent.

ARTICLE 38 – STANDBY TIME

Section 38.01

The Company may assign standby time to employees. Standby can be assigned for two time frames for each week. Standby shall be assigned by district and/or work location. Standby will be offered by seniority, from the most senior to the least senior, if volunteers are obtained, the rotation will be within that group of employees starting with the most senior. Volunteers may be added to the rotation at any time. If no volunteers are obtained, standby will be assigned in rotation starting with the least senior employee.

7-Day Standby: Monday 8:00 a.m. through Monday 8:00 a.m. - **$182.00** will be paid for the full week. R

Week-end Standby: Friday 5:00 p.m. through Monday 8:00 a.m. - $80.00 will be paid for the full weekend.

Holiday Standby: If a standby period includes a holiday, an additional **$70.00** will be paid. R

Daily Standby: Only to be used when an employee is unable to complete their weekly standby due to compelling personal reasons (subject to supervisor approval) – $26.00 per day. N

If week-end standby has been assigned, and a holiday falls on a Monday or Friday, the entire 24 hours of the holiday will be included in the week-end standby assignment. If 7-Day standby has been assigned, and a holiday falls on the following Monday, the standby assignment will end at 8:00 a.m. on Tuesday. Standby employees following or preceding a holiday schedule shall not have their standby pay prorated because of the

holiday. Standby duty for any 7-day shift, will be assigned in rotation to employees as follows:

Outside – Installation Repair Worker – Cable Splicer (Service Technician effective January 19, 1997)

Inside – Network Technician

Other – Business Service Specialist

Week-end standby will be assigned by the classifications listed above, at the Company's option, through a separate rotation list. If an employee(s) is not on standby rotation, then Article 26 will apply at the work location. An employee may have another employee cover his/her shift, providing that such employee is in the same rotation schedule, and the employees notify the appropriate Center of the change. When scheduling standby, consideration will be given to other schedules. The employee on standby will notify the appropriate Center of his/her location and be available for duty within a reasonable period of time. For the convenience of the employee, pagers, radios or cellular phones and home garaging may be assigned to standby employees when requested, if available, but does not relieve the employee of his/her responsibility to keep the appropriate center updated on their location. Company vehicles, however, will not be used for personal use at any time.

ARTICLE 39 – RESPONSIBLE RELATIONSHIP

Section 39.01

The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealing between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the Terms of this contract fairly in accord with its intent and meaning and consistent with the Union status as exclusive bargaining representative of all employees in the unit, including new hires, their purpose of conducting themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Section 39.02

It is recognized that the Company has a basic right to manage the business subject only to appropriate law and the provisions of this

contract. These rights include, but are not limited to, the right to direct the working force, to discipline, suspend and discharge for cause, transfer, or layoff employees due to lack of work, of operations, and tours. Also, the size of the working force, the establishment of quality standards for job performance, the establishment and maintenance of rules for safe and efficient operation, the establishment of procedures to ensure prompt, efficient and courteous service to customers are vested exclusively in the company subject only to the express limitations of this agreement. The Company, in the exercise of these rights, shall exercise good judgment, shall not discriminate, and shall treat employees with fairness and justice.

ARTICLE 40 – NONDISCRIMINATION

Section 40.01

The Company and the Union agree they will not discriminate against any employee because of race, creed, color, sex, national origin or handicap; and will abide by the Federal Age Discrimination Act of 1967 and the Americans with Disability Act.

ARTICLE 41 – TELEPHONE SERVICE

Section 41.01

All Plant employees shall secure and retain telephone service at their place of residence. New employees or those moving to a new headquarters location shall make application for telephone service within two (2) weeks.

Section 41.02

All Plant employees who choose to have a non-published number shall so advise their department manager and/or supervisor who will furnish their number to the appropriate Company personnel as deemed necessary by the Company. With the employee's consent, the number may be furnished to appropriate law enforcement agencies. The parties to whom the number information is furnished shall be requested not to extend the information to others. This arrangement contemplates a "non-published" number which is not available through directory assistance.

Section 41.03

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a discount on service or services offered by the Company on the same basis as non-represented employees.

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the service that is provided to non-bargaining employees at the same location.

ARTICLE 42 – CWA SAVINGS PLAN

Section 42.01

Effective October 1, 1980, the Company will make payroll deductions for the C.W.A. Savings and Retirement Trust. Any subsequent changes to this plan will be subject to approval by the Company's legal counsel.

ARTICLE 43 – RETIREMENT SAVINGS PLAN

The Company has adopted the **CenturyLink Union 401(k)** Plan for Bargaining Unit Employees (the "**401(k)** Plan") and agrees to include employees covered by this Agreement as members of such **401(k)** Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Plan Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Plan Agreement and to make Company contributions thereto. Said Savings Plan 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

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apply to all similarly situated employees of the Company in a uniform manner.

Section 43.01 - CenturyLink Union 401(k) Plan for Bargaining Unit Employees

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

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

Section 43.02 - 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 on a pre-tax basis. 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.

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

Section 43.03 – Company Contributions

a) **For employees hired, rehired or transferred into CWA 4700 before July 1, 2015,** the Company **shall** contribute **a** Company Matching Contribution equal to 25% of the Participant's **Pre-Tax** Contribution, **up to a maximum of six (6) percent of pay**.

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b) **For employees hired, rehired or transferred into CWA 4700 on or after July 1, 2015, the Company will 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.** R

ARTICLE 44 - OUT-OF-CLASSIFICATION WORK

Section 44.01
In order to protect the demands and efficiency of the business, employees may be assigned work out of class. When employees work up they will be paid at the higher rate of pay for the actual time worked up. Employees may do work in the same or a lower wage schedule than they occupy, but their pay shall not be reduced due to such work.

ARTICLE 45 - PERSONNEL FILES

Section 45.01

Employees will have access to their official personnel file through their local Employee Relations office, on a reasonable basis.

ARTICLE 46 - EMPLOYEE INCOME PROTECTION PLAN

Section 46.01

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 twenty-one (21) 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 twenty-one (21) day period. After the twenty-one (21) 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.

Section 46.02

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.

Section 46.03

For employees who so elect in accordance with this Section, the Company will pay monthly as Employee Income Protection payments, $8.50 for each year of continuous service plus 40% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of **$600.00** per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of **$28,800.00**. 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. R

Section 46.04

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.

Section 46.05

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.

Section 46.06

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 47 – COMMON INTEREST COMMITTEE

Section 47.01

In the interest of sound labor and management relations, unless mutually agreed otherwise, annually on a date mutually agreed upon, the Company and his/her designated representative and not more than three (3) other members of management, shall meet with not more than three employee representatives, one(1) from each district and one (1) non-employee representative of the Union, in order to promote a more harmonious relationship between the Union and the Company. If necessary, additional representatives may attend by mutual agreement of both parties. Both parties will be notified ten (10) working days in advance of the scheduled meetings with the names of those employee representatives who will be attending the meeting.

Section 47.02

The purpose of such meetings will be to notify either party of changes made or contemplated by the other which may affect either party and to allow a free exchange of thoughts, discussions, and opinions among the parties regarding those changes and to disseminate general information of interest.

Section 47.03

It is further agreed that if additional meetings are requested and mutually agreed upon, they will be convened as soon as feasible.

Section 47.04

Common Interest meetings are not intended as negotiation sessions or to alter or amend the basic agreement.

Section 47.05

Employees representing the Union as authorized by this agreement shall be given sufficient time with out loss of pay or benefits to attend those meetings held during working hours.

ARTICLE 48 – OUT-OF-DISTRICT WORK ASSIGNMENT

Section 48.01

When employees are assigned to work fifty (50) miles or more away from their reporting location, the assignment shall be offered first to the most senior employee and, if he or she refuses, on down the Union seniority list. If no one accepts the assignment on this procedure, it shall be assigned to the least senior qualified employee or employees. Employees with compelling personal reasons will be excused from such assignments if the Company determines such reasons are sufficient, keeping in mind the principle of being fair to all concerned.

Section 48.02

When employees are assigned out-of-town away from their headquarters exchanges, the following provisions will apply:

a) For distances over fifty (50) miles, the Company may require employees to stay overnight, in which event the employee will receive an allowance for meals as follows: A maximum of $45.00 ($55.00 in metropolitan areas) for meals each day of an overnight assignment. Employees will file expense reports supported by receipts. The Company will also pay the actual cost of reasonable lodging with receipt, and will furnish Company transportation or personal mileage.

b) Any Company required travel outside the normal tour will be paid at 1.5 times the hourly rate in lieu of all meals. Mileage will be paid at the applicable Company rate.

c) Within distances of fifty (50) miles, the Company may require employees to stay overnight when necessary due to service requirements arising from adverse weather conditions or other unusual circumstances. In such cases, the employees will be assigned at least ten (10) hours of work each day they are required to stay overnight.

d) When the emergency or unusual work is completed, employees may go home prior to the expiration of ten (10) hours and receive pay for time worked, or a minimum of eight (8) hours pay for that day.

e) Distances shall be computed from the employee's headquarters town to the exchange town to which the employee is assigned, in accordance with the official state highway map.

f) Employees attending classes at the Training Center, who live within 65 miles of the Training Center, may, at their option, drive personal cars and be reimbursed for a reasonable amount of mileage, or stay overnight. When employees select the commuting option, the employee will receive a commuting allowance of $24.00 per day in lieu of all meals and lodging, and all driving will be on their own time. Employees staying overnight will have normal meals and lodging furnished by the Company.

g) Corporate credit cards will be provided for employees to pay for Company travel expenses only.

ARTICLE 49 – NO STRIKE/NO LOCKOUT

It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company and to the health, safety, and welfare of the public, and the Union agrees that it will not authorize or promote any strike, slowdown, picketing or other interference with the normal operations of the business during the life of this Agreement. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a good faith, objective belief of bodily harm in which event they will immediately notify management. It is understood that the Union will not condone employee participation in a sympathy strike in conjunction with personnel outside of the Bargaining Unit. The

Company agrees that it will not lock out its employees during the term of this Agreement.

Should any employee or employees engage in any of the above prohibited activities, without the authority and sanction of the Union, the Parties shall cooperate to enable the Company to carry on its operations without interruption or other injurious effect.

However nothing in this Section shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

ARTICLE 50 – HOLD HARMLESS CLAUSE

If any provision of this Agreement is declared invalid by a court, state/federal law or appropriate regulatory agency, only such specific provision shall be affected, and the remainder of this Agreement shall remain in effect for the term hereof.

ARTICLE 51 – DURATION OF AGREEMENT

Section 51.01

This Agreement shall be effective from **October 1, 2014**, to and including **September 30, 2017**, and shall continue in full force and effect thereafter unless terminated by written notice from either party to the other, expressly stating its intention to terminate this Agreement, in which case this Agreement shall terminate sixty (60) days following the receipt of such notice. Within thirty (30) days of the receipt of such notice, unless otherwise mutually agreed, the Union and the Company shall commence collective bargaining with respect to a new Agreement. In the event a new Agreement is not consummated between the parties hereto before this Agreement is terminated as a result of such notice, this Agreement may be extended beyond such termination date by mutual agreement of the parties hereto. R

ARTICLE 52 – VOLUNTARY BENEFITS PROGRAM

Section 52.01

Effective, November 17, 2005, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described

below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverage, Legal Services and Critical Illness Insurance.

Section 52.02

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.

Section 52.03

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

ARTICLE 53 – RECOGNITION AND/OR INCENTIVE PROGRAM

Section 53.01

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments 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 programs, however, both parties mutually agree to the above mentioned unilateral Company right.

It is agreed and understood that all customer contact employees may be required to make referrals of company products and services and perform

informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program.

ARTICLE 54 – WORK AND SAFETY POLICIES AND RULES

The Company may from time to time establish, change and/or withdraw reasonable work and safety policies and rules as it deems necessary or appropriate.

The Company will provide the Union with copies of such policies and rules (or any changes) at least fifteen (15) calendar days prior to implementation unless earlier implementation is mandated by federal, state, or local legislation or regulations.

ARTICLE 55 – NEW JOB CLASSIFICATION

Newly created job classifications may be established by the Company and included within this Agreement and existing job classifications may also be restructured. In the event a new or modified job classification is required, the Company shall inform the Union at least thirty (30) calendar days in advance and shall identify any proposed change in wage or wage schedule. No wage change shall be appropriate for a modified job classification unless there is a substantial change in job duties and responsibilities. Any dispute concerning the proposed wage adjustment or wage schedule which the parties are unable to resolve may be referred by the Union to the grievance and arbitration procedure by filing a grievance at Step 2 of the process.

No wage change shall be appropriate for a modified job classification unless there is a substantial change in job duties and responsibilities and there is mutual agreement regarding the wage change between the Company and the Union.

IN WITNESS WHEREOF, this Agreement is entered into the day and year first mentioned herein.

United Telephone Company of Indiana

Duane Ring
Region President
Midwest Region

Joseph Osa
Vice President
Labor Relations

Communications Workers of America

Hetty Scofield
CWA Representative

Company Negotiating Committee:

Tim Caldwell
Myla Kratzke
Ted Madden
Deanna Moore

Union Negotiating Committee:

Paul DesJean
Russell Love
Hetty Scofield

DEFINITIONS

BASIC WAGES, PAY – The rate of pay exclusive of all differentials, premiums, or other extra payments.

CALL-OUT – The call of an employee to work after having left the job upon completion of the tour and before the beginning of the next scheduled tour.

CONTINUOUS SERVICE RECORD DATE – The date on which an employee was last employed without subsequent break in the service record. Approved leaves of absence and layoffs due to lack of work of up to two years and service in the Armed Forces of the United States in time of National Emergency shall not constitute a break in service and shall not change the employee's "continuous service record date". It is understood that there may be special exceptions concerning crediting of continuous service for retirement and insurance where specifically noted in this Agreement.

DIFFERENTIALS PAY – An additional payment given for certain responsibilities of positions assigned by management.

EMPLOYEE, PART TIME – Employee working an average of **thirty (30) hours or less** per week. R

EMPLOYEE, REGULAR – Employee working an average of **thirty (30) hours or** more per week (eligible for benefits).

EMPLOYEE, TEMPORARY – Employee hired for a period not to exceed five (5) months. Such employee shall have no bidding rights but shall receive wage credit.

GENDER – Whenever the masculine gender is used, it is intended to include female employees, where applicable.

HEADQUARTERS EXCHANGE, LOCATION, TOWN – An exchange, location, or town designated by the Company as being the place of employment for a particular employee or employees and on which location the employee's basic wage rate is established HOLIDAY WORK – Any work or tour which begins on an authorized holiday.

IMMEDIATE FAMILY – Within the meaning of the contract shall be defined as the employee's husband, wife, parents, stepparents, children, stepchildren, sister, brother, stepsister, stepbrother.

LAYOFF – The temporary termination of employment of temporary, part-time, and regular employees due to lack of work.

LEAVES OF ABSENCE, FORMAL – A formal leave is a leave of absence without pay, applied for in writing and granted in writing for a period of not more than thirty (30) days duration.

An extension of a formal leave of absence is a continuation of the leave not to exceed thirty (30) days. When applied for in writing and granted in writing, it shall become effective at the expiration of the original leave.

NON-SCHEDULED HOURS – Those hours (designated as an official scheduled day off) during which an employee is not scheduled to work.

NORMAL WORK DAY – See definition for normal tour.

NORMAL WORK WEEK – A normal work week shall consist of forty (40) hours, five (5) eight (8) hour days, excluding a meal period not to exceed one (1) hour.

NORMAL WORK WEEK (PLANT) – A work week shall consist of five consecutive eight (8) hour tours (excluding a meal period not to exceed one (1) hour) Monday through Friday, Tuesday through Saturday, or Sunday through Thursday.

OTHER RELATIVES – Within the meaning of the contract shall be defined as the employee's grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle, niece, nephew, grandparent, and grandchild.

PREMIUM PAY – Is the amount in addition to basic rates which an employee is paid for working night and evening hours or Sundays and holidays in any calendar week.

REGULAR WAGES, PAY – Basic pay plus any differential pay.

RELIEF PERIOD – A relief period is a fifteen (15) minute relief period during which the employee is not required to perform work and for which

he is paid. It is given not sooner than one (1) hour after the start of each tour nor later than one (1) hour before the end of a tour.

REPRESENTATIVES, AUTHORIZED UNION – Are those members who are designated by Certified Union Representatives.

REPRESENTATIVES, CERTIFIED UNION – Are those representatives who are certified in writing to the Company by C.W.A. President or the authorized representative.

SCHEDULED DAY OFF – As used in this contract shall mean the day that is designated as "off" on the officially posted schedules.

SCHEDULED HOURS – Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the weekly work schedule for a particular employee to work.

SENIORITY, COMPANY – As used herein shall mean the length of continuous service of an employee while working for this Company, affiliated companies, or predecessor companies thereof.

SENIORITY, UNION – the length of continuous service with the Company except when an employee is transferred in from outside the bargaining unit, in which case his service date shall be when he became a C.W.A. member.

SERVICE EMERGENCIES – As used in this Agreement shall mean that period of time or condition when service to the public is or would be impaired unless temporary measures are applied in an expedient manner.

SERVICE REQUIREMENTS – As used in this Agreement shall mean the requirements that are necessary to provide adequate and satisfactory telephone service to telephone subscribers.

SUNDAY WORK – Any work or tour which begins on Sunday.

TOUR – The hours worked by an individual employee on a particular day.

TOUR, DAY – A tour, the hours of which fall entirely within the period of 6:00 a.m. to 7:00 p.m.

TOUR, EVENING – A tour ending after 7:00 p.m.

TOUR, NIGHT – A tour beginning 9:00 p.m. or after in Group exchanges and after 8:00 p.m. in Group 2 exchanges.

TOUR, NORMAL – A normal tour shall be eight (8) hours.

TOUR, PART – A tour of less length than a normal tour.

TOUR, SPLIT – A normal tour where the time interval between the end of the first session and the beginning of the second session is more than two (2) hours and not more than four (4) 6 hours.

TOUR (PLANT) – the hours of work scheduled for an individual employee for a particular day. For regular and temporary full-time employees, a normal tour of duty shall consist of eight (8) hours (excluding a meal period not to exceed one (1) hour), which shall be assigned with the procedures provided in Article 11, Section 11.02.

TOUR, NIGHT (PLANT) – A tour of hours which falls partly or entirely outside the period of 6:00 a.m. to 7:00 p.m. This tour shall be filled on a bid basis in the exchange. After twelve (12) weeks of night tour work, the employee may request that the job be opened for bids.

WORK DAY – The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the work day on which such tour or call-out begins.

CENTURYLINK
WAGE SCHEDULE - CWA 4700 INDIANA
EFFECTIVE: OCTOBER 1, 2014*

STEP	WAGE SCHEDULE			
	C02	C06	C07	C12
Start	$7.96	11.58	11.66	11.05
6 Months	$10.70	12.79	12.90	12.18
12 Months	$14.43	14.16	14.29	13.43
18 Months	$19.46	15.67	15.78	14.82
24 Months		17.35	17.48	16.37
30 Months		19.18	19.34	18.06
36 Months		21.23	21.40	19.95
42 Months		23.49	23.67	22.03
48 Months		26.00	26.19	24.35
54 Months		28.77	29.00	26.91

C02	Janitor
C06	Cable Splicer, Service Technician
C07	Communication Technician, Business Service Technician
C12	Grandfathered Workleader

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

CENTURYLINK
WAGE SCHEDULE – CWA 4700 INDIANA
EFFECTIVE: OCTOBER 2015*

STEP	WAGE SCHEDULE			
	C02	C06	C07	C12
Start	$8.08	11.75	11.83	11.22
6 Months	$10.86	12.98	13.09	12.36
12 Months	$14.65	14.37	14.50	13.63
18 Months	$19.75	15.91	16.02	15.04
24 Months		17.61	17.74	16.62
30 Months		19.47	19.63	18.33
36 Months		21.55	21.72	20.25
42 Months		23.84	24.03	22.36
48 Months		26.39	26.58	24.72
54 Months		29.20	29.44	27.31

C02		Janitor
C06		Cable Splicer, Service Technician
C07		Communication Technician, Business Service Technician
C12		Grandfathered Workleader

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

CENTURYLINK
WAGE SCHEDULE – CWA 4700 INDIANA
EFFECTIVE: OCTOBER 2016*

STEP	WAGE SCHEDULE			
	C02	C06	C07	C12
Start	$8.20	11.93	12.01	11.39
6 Months	$11.02	13.17	13.29	12.55
12 Months	$14.87	14.59	14.72	13.83
18 Months	$20.05	16.15	16.26	15.27
24 Months		17.87	18.01	16.87
30 Months		19.76	19.92	18.60
36 Months		21.87	22.05	20.55
42 Months		24.20	24.39	22.70
48 Months		26.79	26.98	25.09
54 Months		29.64	29.88	27.72

C02		Janitor
C06		Cable Splicer, Service Technician
C07		Communication Technician, Business Service Technician
C12		Grandfathered Workleader

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

Appendix A

JOB CLASSIFICATIONS

Janitor	Communication Technician
Cable Splicer	Business Service Technician
Service Technician	

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PLANT DEPARTMENT DIFFERENTIALS

1.) Night Tours - A premium rate of $2.00 shall be paid for all hours worked on a permanent night tour. This premium shall also be included as part of the base pay for holidays, vacations, and schooling for those on permanent night tours.

2) **In Charge – An employee who is assigned to be in-charge will be paid a differential of $.50/hour while so assigned.**

Appendix B
United Telephone Company of Indiana, Inc.
Pension Plan Flat Dollar Benefits

October 1, **2014** TO September 30, **2015**

JOB CLASSIFICATION	WAGE SCHED	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
Schedule 1	C02	42.60	40.50	38.30	36.20	34.10	32.00	29.80	27.70	25.60	23.40	21.30
Schedule 2A	C12	59.00	56.10	53.10	50.20	47.20	44.30	41.30	38.40	35.40	32.50	29.50
Schedule 4	C06	63.10	59.90	56.80	53.60	50.50	47.30	44.20	41.00	37.90	34.70	31.60
Schedule 5	C07	63.60	60.40	57.20	54.10	50.90	47.70	44.50	41.30	38.20	35.00	31.80

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Appendix B

United Telephone Company of Indiana, Inc.

Pension Plan Flat Dollar Benefits

JOB CLASSIFICATION	WAGE SCHED	AGES 65-70	64	63	62	61	60	59	58	57	56	55
		October 1, **2015** TO September 30, **2017**										
Schedule 1	C02	43.20	41.00	38.90	36.70	34.60	32.40	30.20	28.10	25.90	23.80	21.60
Schedule 2A	C12	59.70	56.70	53.70	50.70	47.80	44.80	41.80	38.80	35.80	32.80	29.90
Schedule 4	C06	63.90	60.70	57.50	54.30	51.10	47.90	44.70	41.50	38.30	35.10	32.00
Schedule 5	C07	64.40	61.20	58.00	54.70	51.50	48.30	45.10	41.90	38.60	35.40	32.20

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