

AGREEMENT

Between

**COMMUNICATIONS WORKERS
OF AMERICA**

and

**CAROLINA TELEPHONE AND
TELEGRAPH COMPANY**

Effective November 16, **2014**
Through November 15, **2017**

TARBORO, NORTH CAROLINA



Century**Link**™



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AGREEMENT

THIS AGREEMENT, made this 16th day of November **2014**, by and between CAROLINA TELEPHONE AND TELEGRAPH COMPANY, **d/b/a CenturyLink**, herein referred to as the "Company" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, herein referred to as the "Union". WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing an agreement with respect to wages, hours and other terms and conditions of employment, and have reached agreement upon the terms of an agreement. NOW THEREFORE, this Agreement shall be binding upon the legal successors and assigns of the Company and the Union; and in consideration of mutual covenants herein contained, the parties have contracted and agree as follows:

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DEFINITIONS

- 1.01 Basic Rate of Pay. The rate of pay, exclusive of all differential or extra payments.
- 1.02 Call-out. A call of an employee while off duty to work hours not previously scheduled and when the duration of the work cannot be predetermined, except that the following shall not be considered a call-out:
- If the time worked immediately precedes, follows, and connects with regularly scheduled time.
- A. Work assignments, when notice is given in advance and the minimum assigned time is two (2) hours on weekdays and three (3) hours on holidays and Sundays.
- 1.03 Change in Schedule. A change in schedule is a shifting of hours within the previously posted work schedule.
- 1.04 Connecting Work. Any work that connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the connecting time, such break shall not change the connecting nature of the work.
- 1.05 Full-Time Employee. An employee engaged to work a full-time or normal workweek.

- 1.06 Gender. The use of the masculine or feminine gender, or titles such as frameman, switchman, etc., in this Agreement, shall be construed as including both genders and not a sex limitation.
- 1.07 Headquarters Exchange, Location, Town. An exchange area, location or town designated by the Company as being the place of employment for a particular employee.
- 1.08 Holiday Work. Any work that begins on an authorized holiday.
- 1.09 Net Credited Service. Length of service as computed for pension and benefit purposes.
- 1.10 Night Tour. A tour that falls wholly or partly within the period from 8:00 p.m. to 7:00 a.m.
- 1.11 Nonscheduled Time. Nonscheduled time consists of the following:
- A. Nonconnecting work of which the employee is advised while on duty or when the duration of the work assignment can be predetermined.
 - B. Assignment of an employee to work on a nonscheduled day for a full tour or when the duration of the assignment can be predetermined.
- 1.12 Occasional Employee. One who is engaged for a period of not more than three consecutive weeks regardless of the length of his/her daily or weekly assignments. He/she is an employee only on the days he/she works.
- 1.13 Overtime Rate. One and one-half times the basic rate of pay as required under the terms of the Fair Labor Standards Act.
- 1.14 Part-Time Employees. An employee is scheduled to work less than **thirty (30) hours** in the normal workweek.
- 1.15 Part Tour. A work assignment of shorter length than the normal tour or workday.

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- 1.16 Premium Pay. Pay at the overtime rate for non-overtime work at hourly rates equal to the overtime rate, for example, Sunday work.
- 1.17 Regular Rate of Pay. Basic pay plus any differential pay for work on evening and night tours. No overtime or extra pay other than evening or night differential is included in regular pay.
- 1.18 Service Requirements. Service requirements as determined by the Company.
- 1.19 Session: One of the two parts into which a tour is divided.
- 1.20 Sunday Work. Any that begins on a Sunday.
- 1.21 Temporary Employee. One whose term of employment is intended to last more than three (3) weeks but not more than one (1) year.
- 1.22 Tour. Any eight hours of performance of assigned duty.
- 1.23 Tour Differential. Payments, over and above the basic rates, made to weekly rated employees who work tours that do not fall wholly within the day period, **8:00 p.m. to 7:00 a.m.**
- 1.24 Wage Length of Service (Wage Credit). Period credited to an employee in the application of the wage schedule for his/her job title.
- 1.25 Workday. The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the workday on which such tour or call-out begins. Any connecting time that precedes a tour is a part of the workday on which the connecting time begins. Any connecting time that follows a tour is a part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work that starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.
- 1.26 Work Group. A group of employees who are assigned to the same work location (place of reporting) and who

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interchange on work assignments and relieve each other; or who are assigned to the same first line supervisor and are assigned to separate work locations and who interchange on work assignments and relieve each other. However, it is understood and agreed that this definition shall have no application for weekly work schedules (vacation excluded) for employees who are required by the Company to perform work functions related to special circuits.

Article 1 RECOGNITION

The Company recognizes and will deal with the Union as the sole collective bargaining agent with respect to wages, hours of employment, and other conditions of employment for all employees presently listed under the wage guides in Appendix A of the Network Operations at the Company's offices and installations in the State of North Carolina but excluding all professional employees, confidential secretaries, Director's secretaries, General Manager's secretaries, Branch Manager's secretaries (for Marketing and Business Development), supervising clerks, guards and supervisors as defined in the National Labor Relations Act, as amended. Not included are employees of the Company at Southern Pines, Pinehurst, Vass, Carthage, Whispering Pines, Robbins, Fuquay Varina, Angier, Siler City, Pittsboro, Bonlee, Goldston, Gibsonville, and Kernersville.

Article 2 COMPANY-UNION RELATIONS

Section 1: The Company and the Union recognize that it is in the best interest of the parties, the employees, and the public that all dealing between them be characterized by responsibility and respect. To this end, the Company and the Union and their respective representatives will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Article 3 MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the Company has all customary and usual rights, functions, and authority of management.

Section 2: The Company shall have the exclusive right to:

- A. Direct and supervise the Company's plant and business operations and policies;
- B. Assign, modify or change work duties or requirements;
- C. Establish and maintain rules for safe and efficient operations;
- D. Move a facility or operation to another location or another facility, or close or liquidate a facility;
- E. Discontinue, temporarily or permanently, in whole or in part, the conduct of its business or operations;
- F. Install, remove, or change machinery and equipment and introduce new or improved methods, materials and facilities;
- G. Determine the qualifications for and make the selection of its managerial, supervisory, professional and administrative personnel;
- H. Determine, administer, rearrange and change methods, materials, equipment work and safety standards or performance requirements needed in any job or area;
- I. Decide the number of employees needed at any particular time or place and be the sole judge of the quality and acceptability of the communication service rendered to the public.

The exercise by the Company of any right listed in A.-I., inclusive, of this section may not be made the subject of the grievance or arbitration procedure of this Agreement. The Company has the unqualified right to place any or all of such enumerated rights into effect without notice to, or negotiation with the Union.

Section 3: It is further understood and agreed that all rights heretofore exercised by, or inherent in the Company, not modified or restricted by the terms of this Agreement, are retained solely by the Company.

Section 4: 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 ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal, state, or local legislation or regulations. The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

Article 4 WORK JURISDICTION

Section 1: This Agreement does not guarantee to any employee or classification of employee in the unit described in Article 1 the exclusive right to any work. While the Company recognizes the right of its employees in normal circumstances to perform its work rather than suffer a lay-off from employment, yet the Union recognizes the right of the Company to contract out or transfer work to other persons when it determines that same is warranted.

Section 2: The Company agrees that in its employment of contract labor to assist in the carrying out of its program of construction, installation, removal, maintenance or repair of its telephone plant, it will not use contract labor so as to result in the layoff of any regular employee normally performing the same work as that which is contracted out, and that the Company will not work hourly rated contract forces in excess of a normal forty (40) hour workweek when qualified Company forces performing the same type of work in the exchange are available and have not been afforded the same amount of overtime opportunity in that week.

Article 5 NON-DISCRIMINATION

Section 1: Neither the Company nor the Union, its agents or members shall:

- A. Discriminate against any employee because of his/her being or not being, or becoming or not becoming, a member of the Union; or
- B. Intimidate or coerce any employee into joining or not joining, or continuing or not continuing his/her membership in the Union; or
- C. Discriminate against any employee because of action taken by either party in processing grievances under the provision of this Agreement; or
- D. Discriminate against any employee because of race, religion, color, age, handicap, creed, sex, sexual orientation or national origin. In keeping with this Agreement, neither the Company nor the Union will tolerate sexual harassment by any of its employees. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - 1. Submission to the conduct is made either an explicit or implicit condition of employment;
 - 2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
 - 3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Section 2: The Company and the Union will comply with the Americans with Disabilities Act to ensure fair and equitable treatment of applicants and employees with disabilities. The parties herein will further ensure that reasonable accommodations are afforded to disabled applicants and employees on a case by case basis.

Article 6 PROBATIONARY PERIOD

Section 1: Any employee covered by this Agreement shall be regarded as a probationary employee for the first six (6) months [except Network Switching Technician and Business Service Technician - twelve (12) months] of his/her employment. If such employee is retained in the employ of the Company longer than said

probationary period, he/she shall be considered a regular employee and seniority shall date back to the date of original employment.

Those employees first hired as a contractor or temporary employee will have all such time worked in a specific classification count toward his/her probationary period for such classification.

If probationary employees are laid off during the probationary period because of lack of work, they shall have credit for all time worked prior to such lay-off counted for the purpose of completing their probationary period.

Section 2: Should such probationary employee be deemed unsatisfactory, in the judgment of the Company, at any time during the probationary period, he/she may be discharged, disciplined or suspended, without recourse to the arbitration provision of this Agreement.

Section 3: The designated union representative shall have the opportunity to address new employees during orientation for a period not to exceed **one (1) hour** within the first thirty (30) days of employment without loss of pay. **The Company shall endeavor to notify the local president of any new employees hired who are covered by this agreement.**

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Article 7 HOURS OF WORK AND BASIS OF COMPENSATION

Section 1: Work Schedules

- A. Work schedules for all employees shall be posted officially by 3:00 p.m. on Thursday for each employee who is scheduled for assigned tours for the next calendar week, except that:
 - 1. Holiday schedules shall be posted not later than 3:00 p.m. on Thursday of the second week preceding the week in which the holiday falls.
 - 2. Schedules for Sunday will be posted on the preceding Monday.
- B. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions shall be shifted as necessary to meet service requirements.

- C. Where employees work common hours as a group, a statement which meets the requirements of paragraph B. may be posted for the group as such.
- D. At locations where no management person is assigned to supervise the employees involved, a letter to such employees which meets the requirements of paragraph B. may be addressed to them advising that until further notice they are to work that schedule. At such locations this shall be considered as complying with paragraph A. above.
- E. Insofar as service requirements permit, Sunday assignments shall be rotated among the qualified employees within a work group.
 - 1. Network Operations employees only, evening, night and day tours will be rotated on Sundays among those in the work group normally scheduled to work such tours.
- F. Four – Ten Hour Work Days
 - 1. In certain work groups, the establishment of four (4) ten (10) hour day work schedules will be at the discretion of management based on the needs of the business. Incidental absence, sick leave, vacation and personal holidays while working four (4) ten (10) hour days will be based on the amount of hours taken in any scheduled day. Weeks which include any fixed holiday will be scheduled as five (5) eight (8) hour days.
 - 2. No daily overtime payment as required in Article 7, Section 5(c) shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Continuous work over (10) hours in any scheduled work day will be paid at the applicable overtime rate.
 - 3. It is recognized that various conditions, other than those specifically addressed in this section, may necessitate temporarily reverting employees from a four-day work week to a normal five-day work schedule (e.g. formal schools, temporary transfers, employee(s) on STD or vacation, worker's compensation).

Section 2: Scheduling Tours

- A. Tours may fall on any day of the week necessary to meet service requirements, except that tours and part-tours which make up the normal workweek may not be spread over more than six (6) days of the calendar week except for part-time employees who work less than **thirty (30)** hours per week. Network Operations employees regularly assigned to evening and night tours shall have their tours scheduled in accordance with Article 15. R
1. Scheduled time is composed of tours and/or part-tours and the scheduled time for any workday shall not normally exceed the length of the normal tour.
 2. There shall be no more than four (4) hours between sessions of a split tour. The session shall not be less than three (3) hours or more than five (5) hours in length.
- B. Employees shall be scheduled to work no more than twelve (12) consecutive days or sixteen (16) consecutive hours, except where acute service conditions develop, and in such cases, they shall be paid two (2) times their basic rate of pay for days worked in excess of twelve (12) or for hours worked in excess of sixteen (16) consecutive hours.
- C. Insofar as service requirements will permit, except for rotation of Sunday and holiday hours and choice of tours, a minimum time interval of twelve (12) hours shall elapse between a scheduled ending time of one tour and the scheduled starting time of the next. A minimum of six (6) hours must elapse between the scheduled ending of a tour and the scheduled starting time of the next tour when rotating Sunday and holiday tours, or when exercising choice of tours.
- D. Employees shall be either scheduled to work or scheduled off on authorized holidays.
1. Insofar as service requirements permit, employees shall be excused on authorized holidays.
 2.
 - a. Insofar as practicable employees working on a holiday will be rotated from holiday to holiday among those qualified within a work group. Christmas and Mother's

Day (even though Mother's Day is not an authorized holiday) will be rotated from Christmas to Christmas and Mother's Day to Mother's Day, except that rotations shall not apply to employees who have vacation scheduled during Christmas week.

- E. Changes from officially posted weekly work schedule may be made in accordance with the following:
 - 1. At the discretion of the supervisor in charge to meet service requirements.
 - 2. At the request of employees and subject to the provisions of paragraph E.1 of this section and sub-paragraphs a. and b. below.
 - a. Such requested changes shall be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.
 - b. When a replacement of the employee's schedule is required, the change shall be made provided an agreeable change can be made in the schedule of another employee and provided such change does not involve overtime pay. The minimum period for which an employee may change hours with another employee is one session. An employee will not normally be allowed to make more than one scheduled change for a particular day.
 - c. Employees shall not be restricted to the number of hours between sessions of a tour when they wish to trade any part or all of their tour, provided that no less than six (6) hours elapse between the ending of one tour and the beginning of the next as a result of such trade.
- F. Any connecting time worked that precedes or follows a scheduled tour shall be paid separately on a minute-by-minute basis.

Section 3: Reporting Time Worked.

Work time for the basic workweek shall be reported on an actual work time basis in one minute increments.

Section 4: Relief and Meal Periods

- A. A relief period of fifteen (15) minutes during each session shall be granted each employee. The time for such relief periods to be taken shall be fixed by the supervisor in charge and shall be near the mid-point of the session as is practicable. Such time shall be considered as time worked.
- B. In cases of connecting, call-out or nonscheduled work when an employee requests time off for a relief or meal period, such request will be granted, without pay, if practicable in view of the nature or expected duration of the work.
- C. When service requirements so dictate, the normal one (1) hour lunch period may be reduced to thirty (30) minutes by the Company.
- D. Employees shall be entitled to an evening meal allowance of \$9.50. To be eligible for this allowance the employee must work a minimum of three (3) additional hours beyond his/her scheduled end of tour.

Section 5: Pay for Work on Weekdays. (Other than an Authorized Holiday)

- A. Employees working on weekdays shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.
- B. Except for call-outs, employees working on a weekday shall be paid at the overtime rate for all nonscheduled time worked. In cases where such time would ordinarily have been subject to overtime payment because of the number of hours worked, no further payment shall be made. Nonscheduled time paid at the overtime rate and worked with twenty (20) hours notice shall not be included in the computation of the eight (8) hour and forty (40) hour eligibility for payment at the overtime rate specified in paragraph 5.C.

- C. Employees working on weekdays shall be paid at the overtime rate for time worked in excess of the normal workday [eight (8) hours] and/or at the overtime rate for time worked in excess of forty (40) hours during the calendar week.

In computing these hours, only time actually worked will be counted except that time excused on an observed holiday (except personal holiday) up to the length of a normal tour shall be credited as a normal tour in computing the hours of work time.

- D. When scheduled hours are changed by the Company, the new scheduled time worked on weekdays within twenty (20) hours after notice of the change but outside the previously posted schedule shall be paid for at the overtime rate.
- E. Lunch or meal periods between sessions which are shifted by the Company shall not be considered as a change in scheduled hours referred to in paragraph D.
- F. Employees shall be paid any applicable evening or night differentials.

Section 6: Call-Out

- A. A call of an employee while off duty to work hours not previously scheduled and when the duration of the work cannot be determined, except that the following shall not be considered a call-out:
 - 1. If the time worked immediately precedes, follows, and connects with regularly scheduled time.
 - 2. Work assignments, when notice is given in advance and the minimum assigned time is two (2) hours on weekdays and three (3) hours on holidays and Sundays.
- B. The minimum compensation for a call-out on a weekday that does not connect with an employee's scheduled tour, shall be two (2) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 a.m. and before 8:00 p.m., and three (3) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 8:00 p.m. and before 7:00 a.m. Time worked during a call-out on weekdays shall not be considered in computing overtime for the week.

- C. Similar assignments on holidays shall carry a minimum of three (3) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 7:00 a.m. and before 8:00 p.m. and a minimum of four (4) hours' pay at one and one-half (1 1/2) times the basic rate if the call-out begins at or after 8:00 p.m. and before 7:00 a.m.
- D. For a call-out on Sunday, hours will be as specified in paragraph C. and pay shall be at the double time rate. The time shall not be included in determining the forty (40) hour workweek.

Section 7: Nonscheduled Time

- A. Nonscheduled time consists of the following:
 - 1. Non-connecting work of which the employee is advised while on duty or when the duration of the work assignment can be predetermined.
 - 2. Assignment of an employee to work on a nonscheduled day for a full tour or when the duration of the assignment can be predetermined.
 - 3. In the case of nonscheduled work as described in A. 1. and A. 2. above, a minimum of two (2) hours at the applicable rate shall be paid when the work takes place on any day other than a Sunday or a holiday. A minimum of three (3) hours at the applicable rate shall be paid when the work takes place on a Sunday or a holiday. Time worked in excess of the minimum shall be paid at the rate applicable.

Section 8: Pay for Work on Sunday

- A. Employees working on Sunday shall be paid at the Sunday rate [one and one-half (1 1/2) times the basic hourly rate].

Section 9: Pay for Authorized Holiday

- A. Employees shall be paid a day's basic pay for an authorized holiday irrespective of any payment for time worked on the holiday, except as provided in paragraphs 1. through 5. below:
 - 1. Absentees, meaning employees failing to report for scheduled work on the holiday or on either of the scheduled

days that immediately precede or follow the holiday, shall receive no pay for the holiday unless such absences are excused.

2. Employees who have been granted a formal or informal leave of absence during a period in which a holiday occurs shall not be eligible to receive pay for the holiday. For the purposes of this paragraph only, absence for five (5) consecutive scheduled workdays shall constitute an informal leave of absence unless such absences are permitted by the Company due to a temporary force surplus.
 3. Employees who are eligible to receive department sickness payments because of sickness on a holiday shall receive no further pay for the holiday.
 4. Employees who are eligible to receive sickness benefit payments or accident benefit payments under the Employees' Benefit Plan because of disablement on a holiday shall receive no further pay for the holiday.
 5. An employee whose last day of work before leaving the service is on a day immediately preceding a paid holiday shall receive no pay for the holiday.
- B. Regular part-time employees shall be paid regular pay equal to the number of hours normally worked on a weekday.

Section 10: Pay for Work on Holiday

- A. Employees working on a holiday shall be paid at one and one-half (1 1/2) times the regular rate except as otherwise provided in this section.
- B. Employees working on a holiday shall be paid at the overtime rate for work in excess of a normal tour.
- C. When a scheduled holiday is shifted by the Company from a workday to an off day without twenty-four (24) hours notice, employees shall be paid on the holiday for four (4) hours at the regular rate.
- D. Times worked and/or excused on a holiday observed Monday through Saturday up to the length of a normal tour shall be

credited as a normal tour in determining the daily and weekly overtime.

E. Pay under this section is in addition to pay under Section 9.

Section 11: Non-Compounding of Overtime

Notwithstanding any other provisions of this Agreement, employees shall not be paid for work on Sundays, weekdays, or holidays at any rate in excess of the overtime rate except where necessary to meet minimum pay requirements as stated in this Agreement.

Section 12: Equalization of Premium Pay Work Opportunity

A. Opportunity to work at the overtime rate shall be equalized insofar as practicable within each work group. Scheduled time, worked on Sundays and holidays is not covered by this section, but is rotated in accordance with other provisions of this Agreement.

B. The Company agrees to utilize the "preferred overtime list" for contacting eligible employees for overtime opportunities. **The Company shall endeavor to make available a report showing the amount of overtime worked by employee within each work group no less than monthly.**

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1. Within a work group, overtime should be assigned, if possible, to those employees who desire it, utilizing a "preferred overtime" list.

2. Qualified employees as determined by management are eligible to place their names on the "preferred overtime" list.

3. Employees within a work group desiring overtime assignments shall enter their names on the "preferred overtime" list. Addition or deletion of names to or from this list shall be available on a biweekly basis, with changes to the subsequent weeks "preferred overtime" list to be made prior to 3:00 p.m. on the Thursday preceding the beginning of a new payroll period.

4. Call-outs or other nonscheduled, non-connecting overtime will be first offered to qualified persons on the "preferred overtime" list, however this does not preclude the Company

from offering overtime to employees not on the “preferred overtime” list.

5. The cumulative total hours of overtime opportunity will be reset to zero on each anniversary of the labor agreement.
 6. When qualified employees enter a work group, when an unqualified employee becomes qualified or when an employee returns from a leave of absence (including STD or WC) such employee will be assigned hours equal to the average of the work group at that time.
 7. When an employee places their name on the “preferred overtime” list, such employee will be assigned hours equal to the average of those on the “preferred overtime” list.
- C. The Company has a right to require an employee to work on overtime, call-out or nonscheduled assignment.

Article 8 WAGES AND DIFFERENTIALS

Section 1: Wage Rates

- A. Full-Time Employees. Pay and progression schedules for full-time employees shall be those shown in the appendix attached hereto and made a part of this Agreement.
- B. Part-Time Employees.
 1. The rate of pay and amount of increase for part-time employees shall be prorated by relating his/her hours of work to the normal workweek.
 2. A part-time employee shall receive progression increases at the same work experience intervals as a full-time employee.

Section 2: Starting Rates

The Company shall have the right to determine the starting rate of each employee and shall assign wage credit as it feels proper according to the background of the individual being employed. As the proficiency of an employee is evaluated by the Company, the rate of pay may be adjusted upward or downward accordingly.

Section 3: Effective Date for Wage Increases

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:

- A. 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.
- B. Wage increases will be effective the first day of the pay period closest to the effective date of the increase.

Section 4: Transfers to a Lower Rated Job

Employees transferred to lower rated jobs, either at their own request or due to unadaptability on existing assignments, will receive compensation based on the wage length of service in the lower rated job and under no circumstances to exceed the maximum for the lower rated job.

Section 5: Night Differential Payments

Employees shall be paid an hourly differential of \$2.60 for working scheduled hours which fall wholly or partly within the period **8:00** p.m. to 7:00 a.m.

Section 6: Head Craftsperson Differential

Employees in the Network Operations may be designated as head craft persons from within the affected work group and assigned the responsibility of working leader. During the period in which the title is held a differential of one dollar (\$1.00) per hour will be paid for all hours of the assignment.

Section 7: Relief Differentials

Employees temporarily assigned to another classification shall not have their wages reduced, and if the assignment is to a position in a higher classification, shall be paid the rate of the higher classification when so assigned.

Section 8: Coach Differential

Employees designated by the Company to act as a coach will receive a differential of seventy-five cents (.75) per hour for all hours worked and will not perform their normal job duties during such assignment unless specifically directed to do so by the Company. It is recognized that the Company may from time to time, in its discretion, direct employees designated as coaches to perform other (non-coach) work; but such employees will receive the Coach Differential, so long as they are designated as a coach by the Company.

Section 9: On Call Duty

On Call Duty may be utilized for all classifications covered under this Agreement. The Company reserves the right to designate the areas in which this program will be utilized.

This program will be voluntary if an adequate number of employees are available. Otherwise, the On Call Duty will be rotated among qualified employees, as determined by management.

The following guidelines will be used for application of this program.

1. The On Call Duty may be rotated on a daily and/or a weekly basis (Friday at **8:00 a.m.** to the following Friday at 8:00 a.m.).
2. Employees on weekly on-call duty will not be required to perform On Call Duty more than **twice** per month unless they volunteer.
3. If no one volunteers, the On Call Duty will be rotated among qualified employees, as determined by management.
4. The Company will contact the On Call employee by means of wireless communications designated and provided by the Company.
5. The On Call employee will be required to report within one hour of being contacted.
6. The On Call employee will be paid a weekly differential of **\$220.00** in addition to any compensation for hours worked on

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call outs and/or non-scheduled time. **Employees will not receive additional On Call compensation due to a holiday falling within their weekly On Call Duty period.**

7. On Call periods of less than one week may be required under certain circumstances. When required, technicians will be paid a differential of **\$30 per day (Monday thru Friday)** and \$40 on holidays. **Employees required to be On Call for individual days of Saturday and/or Sunday will be paid a differential of \$40 per day for each twenty-four (24) hour period which shall commence at 12:00 a.m. and cease at 11:59 p.m. on the day in question.** This differential will be in addition to any call out pay the technician may earn.
8. On Call employees will normally be used within their assigned areas. In no instance will the company require an On Call employee to travel more than a **75** air mile radius on a call out assignment. **Employees who are used or designated as "On Call Technicians" will be utilized within the areas where he is qualified to perform the work.**
9. During periods of On Call Duty, the employee may choose to use a vehicle for business purposes only. The vehicle must be kept at the employee's place of residence and parked off the public street when possible.

Article 9 HEALTH AND SAFETY

Section 1: The Company shall make available the inclement weather policy on the same basis as applies to non-represented employees.

Section 2: The maintenance of proper health and sanitary conditions and the observance of all laws relating to fire protection and safety are of mutual concern to the Company and the Union.

Article 10 HOLIDAYS

Section 1: Authorized Holidays

New Year's Day
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2: Holidays Falling on Sunday

When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 3: Holidays Falling on Saturday

When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday except that Operator Services operating room employees will observe Saturday as the holiday.

Section 4: Holidays within Vacation Period

When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be granted and may, unless acute service demands prohibit, be taken at any time within the vacation year provided that the additional day is selected not later than Tuesday noon preceding the posting of the schedule for the week in which the holiday is to be taken.

Section 5: Personal Holidays

A. In the first year of employment, employees hired between January 1st and February 28th will be granted five (5) personal holidays; employees hired between March 1st and April 30th will be granted four (4) personal holidays; employees hired between May 1st and June 30th will be granted three (3) personal holidays; employees hired between July 1st and August 31st will be granted two (2) personal holidays; and employees hired between September 1st and October 31st will be granted one (1) personal holiday.

After the first year of employment, personal holidays shall be earned based on the following schedule:

1 yr < 2 years	6 personal holidays*
2 yrs and above	8 personal holidays*

B. All personal holidays shall be scheduled **individually** at the conclusion of the vacation selection process **in seniority order**.

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Personal holidays may be rescheduled during the unexpired portion of the calendar year upon the request of any employee service requirements permitting.

- C. Employees may select two (2) personal holidays in the calendar year individually among the employees in the workgroup. The selection of these two (2) holidays will be made by seniority. Up to 10% of the employees in the workgroup may select the same day and not be subject to staffing requirements. **However, for Service Provisioning employees only, the overall number of employees off for vacation and personal holidays within a workgroup shall not exceed 15%.** If more than 10% of the employees in a work group select the same day, then staffing requirements as determined by management will be the determining factor.

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Employees may take two (2) personal holidays (up to 16 hours) in segments of two (2) hours or more in accordance with paragraph B. above.

Article 11 VACATIONS

Section 1: Vacation Eligibility

- A. For regular employees, the eligibility for vacation with pay during the calendar year employed is as follows:

Employees Hired	Eligibility
1/1 through 1/15	10 days
1/16 through 2/15	9 days
2/16 through 3/15	8 days
3/16 through 4/15	7 days
4/16 through 5/15	6 days
5/16 through 6/15	5 days
6/16 through 7/15	4 days
7/16 through 8/15	3 days
8/16 through 9/15	2 days
9/16 through 10/15	1 day

Employees hired after October 16 through December 31st shall receive no vacation during the hiring year.

1. Employees having less than five (5) years of credited service will receive two (2) weeks vacation with pay for 80 hours at their base rate of pay.
2. Commencing in the calendar year in which employees complete five (5) years of credited service they will receive three (3) weeks vacation with pay for 120 hours at their base rate of pay.
3. Commencing in the calendar year in which employees complete fifteen (15) years of credited service they will receive four (4) weeks vacation with pay for 160 hours at their base rate of pay.
4. Commencing in the calendar year in which employees complete twenty-five (25) years of credited service they will receive five (5) weeks vacation with pay for 200 hours at their base rate of pay.

Vacation/Personal holiday hours are provided for all incidental absences from work including but not limited to incidental absences of five days or less due to illness/injury. In situations of FMLA covered absences to care for covered relatives, the employee will have the option to take vacation/personal holidays or unpaid time off.

Vacation and Personal holidays includes both scheduled and unscheduled vacation and/or personal holidays. Scheduled vacation and/or Personal holidays are those hours selected by the employee in accordance with the vacation and/or Personal holiday selection process or other employee requests approved by the immediate supervisor contained in Section 2 of this article. Scheduled vacation and/or Personal holiday hours are included as part of a regular work week for overtime purposes and unscheduled vacation and/or personal holiday hours are not included.

Unscheduled vacation and/or personal holidays occur when an employee is absent from work. Based on the needs of the business, a request for an unscheduled vacation and/or personal holiday may be considered excused or unexcused by the supervisor. Should a supervisor grant an "excused" unscheduled vacation day and/or personal holiday, it will not count as an occurrence. Unscheduled "unexcused" vacation and/or personal holidays will count as an occurrence under

the attendance plan. The Company recognizes that situations occur where an employee may need to take unscheduled time off and agrees to make every effort possible to work with the employee to avoid an occurrence, situation permitting. Unscheduled vacation and/or personal holidays are not included as part of the regular work week for overtime purposes.

- B. In the event an employee takes vacation prior to accruing it, and resigns from the Company, the un-accrued vacation time already utilized will be deducted from the final paycheck.

Section 2: Vacation Assignments

- A. Vacations in accordance with the provisions of Section 1 may be taken at any time, subject to service requirements, during the calendar year. Vacations shall be scheduled five (5) consecutive days and may be scheduled for two (2), three (3), or four (4) consecutive weeks. Vacations should be scheduled to begin on the first working day of the week. Although vacation normally will be taken in segments of one week, an employee may take vacation in increments of one-half day, a day or more at a time where service requirements permit, as determined by management.
- B. The selection of vacation time shall be based upon seniority in each work group. An individual employee may exercise his/her seniority with respect to vacation periods only at the time the vacation schedule for a given work group is established. If the vacation period is to be split, seniority may be exercised only on the first segment until all employees in the work group have made their selection. Thereafter an employee may exercise his/her seniority with respect to the second segment of his/her vacation as outlined above, and the same procedure shall be adhered to with respect to any additional vacation segments.
- C. The Company will post no later than November 1 preceding the vacation year a vacation schedule showing the number of employees in each work group who can be off during the vacation period, together with the vacation allowance for which each is eligible.
- D. Starting no later than December 1 preceding the vacation year the Company will make a reasonable effort to contact

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

- E. Vacations may be rescheduled during the un-expired portion of the vacation year upon the request of any employee providing such rescheduling is consistent with service requirements.
 - 1. If an employee is on STD the first day of his/her vacation period, or the first day of any subsequent full week's segment of his/her vacation period, to the extent that he/she would be unable to take vacation, or such segment, or return to work, the vacation, or such segment shall be rescheduled upon his/her request, provided that the employee's supervisor is notified on the first day of illness.
 - 2. If reasonable notice is provided his/her supervisor, an employee who is required to report for jury or witness duty as described in Article 17, Section 4.A.1., on the first day of the vacation period, or the first day of any subsequent full week's segment of the vacation period, shall have vacation, or such segment, rescheduled upon request.
- F. Once vacations have been scheduled, they shall not be changed at the initiative of the company except in such cases where service requirements demand such changes or such changes will obviate the layoff or separation of other employees. Once vacations have been scheduled, they shall not be changed at the initiative of the employee unless such changes are consistent with service requirements.
- G. Vacation Carryover: The Company agrees to allow employees covered by the labor agreement to carry over up to a maximum of one (1) week (40 hours) of vacation to the following calendar year. The week of vacation must be scheduled and taken before **December 31st** of the following

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year and is not cumulative. Employees on Short Term Disability at year-end also will be able to carry over a maximum of 40 hours of unused vacation with a **December 31st** expiration date. **Carryover vacation shall be selected after regular vacation and personal holidays have been selected for the following year.**

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Section 3: Vacation Pay

- A. Vacation pay for a regular full-time employee shall be at the basic rate of pay.
- B. Vacation pay for regular part-time employees shall be at the basic rate of pay prorated according to the average weekly scheduled hours of the employee during the preceding four (4) weeks.

Section 4: Vacation Treatment for Employees Leaving the Service

- A. An employee who leaves the service on or after December 26 of the current year shall be granted pay in lieu of unused vacation time to which he/she would have been entitled had he/she remained in service during the subsequent year.
- B. An employee is not entitled to pay in lieu of vacation during a period for which he/she is receiving a payment on account of disability.
- C. All unused accrued vacation hours will be paid out at termination or upon retirement, except when an employee is terminated for just cause. In the event of the death of an employee, all unused accrued vacation time shall be paid to the estate.**

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Section 5: Vacation Treatment for Employees Returning to the Service

An employee who resumes employment following pension status, layoff, or a leave of absence (except military leave of absence) and has not previously received vacation for the year in which he/she resumes employment shall be eligible for a vacation when he/she has worked for as much as thirteen (13) weeks following his/her last paid vacation, to include eight (8) weeks following his/her return from leave of absence.

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Article 12
TRAVEL TIME

Section 1: Time Considered Worked

- A. Time spent by an employee in traveling from the Company designated place of reporting to the job, and from the job back to such place at the conclusion of the day's work, shall be considered as time worked.
- B. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.
- C. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work," shall be considered as worked time.
 - 1. Insofar as it is practicable, the Company will not require employees to travel on Sundays or holidays.

Section 2: Pay Basis for Travel Time

When it is to be considered as time worked, travel time shall be paid for on the same basis as actual work time.

Article 13
TRAVEL EXPENSES

Section 1: Expense in Connection with Transfers

- A. The Company shall not pay transfer or moving expenses when an employee is transferred at his/her request.
 - 1. The employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings and to make the trip to the new location.
- B. When an employee is transferred at the instance of the Company from one town to another, he/she shall be given reasonable notice prior to the transfer, and reasonable

expenses to the employee in connection with the transfer shall be borne by the Company.

2. The employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings, and to make the trip to the new location.
 3. The employee shall be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual cost of transportation, meals, lodging, and other incidental expenses for the employee and the members of his/her immediate family residing with him/her including drayage costs and other incidental expenses of moving household furnishings.
 4. The employee shall be reimbursed for loss of unexpired rent or house payment for a period not to exceed one (1) month except that in case of undue hardship consideration will be given to reimbursing the employee for unexpired rent or house payment beyond one (1) month but not to exceed three (3) months.
- C. Any change in the designation of an employee's headquarters town shall be considered and treated as a transfer for the purpose of this section.

Section 2: Travel Expense

- A. Employees shall, when required to travel, be reimbursed for necessary reasonable board, lodging and other expenses in accordance with the Employee Travel and Reimbursement Financial Practice.
1. An employee entitled to receive such expenses may elect to make his/her own living arrangements. In cases where the travel requires an overnight stay away from the employee's home, the employee will be paid an allowance of \$70.00 per night in lieu of such expenses for those meals, lodgings, and other expenditures which would otherwise be payable on an actual expense basis.
 - a. In the case of training schools or group movements of employees for emergency reasons, the Company may make suitable arrangements for lodging and/or meals

for employees involved. If such an employee elects to make his/her own living arrangements, he/she will be paid the allowance otherwise payable under paragraph 1 above.

2. An employee entitled to receive expenses incurred during a temporary transfer may elect to travel on his/her own time to and from his/her regularly established home by means of their personal vehicle. This commuting allowance of \$25.00 is payable only for round trips from the location of the temporary assignment to the employee's home and return, and only on occasions which would have required an overnight stay had the employee not elected to return home.
 - a. An employee on actual expenses or receiving the allowance of \$70.00 per day who returns to his/her regularly established home overnight shall be considered to be on a commuting status for that day on which the trip home begins and shall be paid the commuting allowance of \$25.00 for that day.
3. When an employee is authorized by the Company to travel by means of his/her personal automobile, the employee shall receive the mileage allowance authorized by the Internal Revenue Service, for travel over the agreed upon route. The employee may be required to submit evidence that he/she has the minimum amount of liability insurance required by State law.

Article 14 SENIORITY

Section 1: The seniority date for regular full-time employees will be the net credited service date. Net credited service as shown on the employee's personnel record will be controlling. Length of service for part-time regular employees shall be adjusted on the basis of their hours worked in accordance with Section 3. shown below. For seniority purposes only, a break in an employee's net credited service shall be bridged after the employee has been continuously employed for a period of one (1) year, thereby establishing a new seniority date.

During the term of this Agreement, seniority shall be used for the purpose of assignment of tours as covered by Article 15, the choice

of vacations, transfers at the instance of the employee or the Company, and for lay-offs and recalls.

Section 2: Seniority During Absences.

Net credited service allowed during leaves of absence shall apply to seniority; that is, only thirty (30) days of any leave of absence other than military or Union leaves of absence will be allowed. Net credited service and seniority will accrue during layoffs up to a maximum of six (6) months.

Section 3: Seniority for Part-Time Employees.

Part-time employees shall accrue seniority credit in accordance with the following table:

<i>Number of Hours Normally Assigned Per Week</i>	<i>Seniority Credit (Per Calendar Month)</i>
Up to 8 Hours, inclusive	1/5 month
Over 8 hours to 16 hours, inclusive	2/5 month
Over 16 hours to 24 hours, inclusive	3/5 month
Over 24 hours to 32 hours, inclusive	4/5 month
Over 32 hours	1 month

Section 4: Notwithstanding other provisions of this article, **effective January 1, 2015**, employees entering the bargaining unit with previous bargaining unit service will have such service immediately apply as seniority for all uses. R

**Article 15
CHOICE OF TOURS**

Section 1: Network Operations

A. Insofar as service requirements permit, the Company shall assign tours within the work group in accordance with the preference of employees in the order of their seniority no less frequently than every four (4) weeks. The Company reserves the right to make assignments as may be necessary for compliance with the law, training or retraining and to determine the particular job classification experience level, or specialized training required for the tours being assigned.

1. When scheduled Saturday day tours (falling between 7:00 a.m. - 8:00 p.m.) are required, the assignment to work on

Saturday will be rotated among all qualified employees in the same group who work at the same location(s) and who normally work day tours during the week. The hours of such tours will be assigned by the Company.

- B. Each employee shall exercise the choice of tours from the posted schedule in accordance with seniority.
- C. Tours will generally consist of two (2) four-hour sessions; however, there will be situations requiring sessions of three (3) hours and five (5) hours and/or three and one-half (3 1/2) hours and four and one-half (4 1/2) hours, separated by a lunch period of not less than one-half (1/2) hour except for employees on night tours falling wholly between 4:00 p.m. and 8:00 a.m. Where no lunch period is provided during the tour, the tour will be considered as consisting of two four-hour sessions.
- D. Once a schedule assignment is complete, no change shall be made in the assignment until the next selection period except where the Company finds it necessary for service requirements to revise the schedule to less than four (4) weeks. For each such revision, the opportunity to exercise preference for choice of tours will be afforded.
- E. An employee returning from leave of absence, or layoff or coming in by transfer, or employees who have their service bridged following the selection, shall be granted choice of tours in accordance with their seniority at the next revision of the schedule or selection as provided above.
- F. Not more than four (4) weeks prior to the effective date of a new schedule the Company will post the schedule notice for the work group. The notice shall state the effective date of the new schedule and the date for submitting preference.
 - 1. At the time of posting the schedule the Company shall also post for each work group the names and seniority dates, as of the date of schedule revision, for all employees. An employee who will enter the work group or report to the work group when it is known in advance will be included on the list.
 - 2. An employee on vacation or leave of absence who is expected to return on or before the effective date of the new schedule, or an employee who has not indicated a

preference will be assigned in accordance with the employee's last previously expressed preference, if such tour is available. If no preference has been expressed and the tour previously held is not available, any similar available tour will be assigned.

3. Employees who return from leave of absence or vacation or who are transferred into the work group after the effective date of the new schedule shall be placed on the seniority list immediately after the last employee who has exercised a preference.
4. Employees entering or returning to the work group who have not been assigned in the current weekly work schedule shall be assigned any available tours for the current week.
5. After the weekly schedule is posted, employees who relieve in a higher rated job shall assume the hours assigned to the person being relieved.
6. The posted schedule notice for submitting preference shall include only the names of employees who, in the **judgment** of the supervisor concerned, are qualified as a result of experience and training to satisfactorily perform their job assignments with minimum assistance and supervision. Only those employees whose names are so listed shall be eligible to choose tours.
7. The posted list shall not be required in work groups of less than four (4) employees.

Article 16

TRANSFERS AND JOB BIDDING PROCESS

Section 1: Conditions and Terms of Transfer at Instance of Employee

- A. Consideration shall be given to the request of an employee for transfer as set forth in this article provided: (1) that it is based on good and sufficient reason as determined by management; (2) service requirements in the exchange or on the job from which the transfer is to be made will permit it; and (3) that the employee's qualifications as determined by management are

such that his/her services may be profitably used in the exchange or on the job to which he/she wishes to transfer.

- 1. Employees seeking to change work locations without changing their job title will submit a request (Appendix D) to their supervisor. When the Company determines an opportunity becomes available at a work location, management will review the qualifications of interested employees and make selections.**
 - 2. Employees will be limited to having two transfer requests on file at any time during the calendar year.**
 - 3. Employees desiring to move from one district to another may be disqualified if they have active formal disciplinary action.**
- B. An employee who wishes to return from a leave of absence to a job title formerly held by that employee shall take precedence over an employee who seeks a transfer under the provisions of Sections 1. and 2. of this article.
- C. Where more than one employee, who is qualified, in the opinion of management, has requested a transfer to the vacancy, seniority shall prevail.
- D. When an employee is selected for a job vacancy and job requirements preclude his/her immediate release, the employee shall be transferred to a similar vacancy as soon as his/her replacement can be found and trained.
- E. When an employee is transferred to a job title having a lower wage guide, his/her rate of pay shall not be reduced if it is not above the maximum rate for the new job title. If his/her rate is above the maximum in the new job title, his/her rate shall be reduced to that maximum.
- F. When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by management.

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- G. Where an employee has transferred pursuant to the provisions of this section, and the Company determines that such employee fails to perform his/her new job satisfactorily within ninety (90) days of the transfer, the Company may either (1) retransfer him/her to his/her former job or its equivalent if one is available, or (2) it may demote him/her to a lower rated classification if one is available, or (3) place the employee on leave of absence pending availability of a suitable job.
- H. Normally, an employee granted a transfer under the provisions of this article shall not be granted another transfer for a period of one (1) year [except for transfers and new hires into the Network Switching Technician, Business Services Technician, and Utility Locator classifications - eighteen (18) months].
- I. Hardship transfers shall be considered on a case by case basis. They shall be for good and sufficient reasons and mutually agreed to by the local President (having jurisdiction over the job being filled) and the appropriate Company representative.

Section 2: Transfer at Instance of the Company

- A. When a job is to be filled by transfer to another job having the same classification among Union represented employees within the Company, the job will be offered to qualified employees in their order of seniority. In the event no one accepts the job, it shall be filled by transferring the junior employee, in the exchange from which the transfer is to be made, who is qualified.

If the new principal exchange is over fifty (50) miles from the original principal exchange, then the employee is not required to accept the transfer.

- B. When an employee is transferred at the instance of the Company to a job title having a lower wage guide, his/her rate of pay shall not be reduced if it is not above the maximum rate for the new job title. If his/her rate is above the maximum in the new job title, his/her rate shall be reduced to that maximum.
- C. When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by management, both at the time of transfer and in the future.

Section 3: Temporary Assignments

Temporary assignment of an employee to perform work in the same job classification to meet service needs at a location other than the regularly assigned work location shall not be considered as a transfer and seniority shall be observed among qualified employees.

Section 4: Conditions and Terms of Transfer of Physically Disabled Employee

When an employee becomes physically unable to perform in his/her assigned job title but is able, in the opinion of management, to perform in a less physically demanding job classification, management may offer the employee employment in such job vacancy. Under such conditions the requirements of Section 1. of this article will not apply.

Section 5: Job Bidding Process

- A. Job postings will be available on-line on the Company's internal website. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids. The Company shall notify the four (4) Local presidents of all bargaining job vacancies.
- B. Applications must be submitted electronically within the specified time period using the on-line application tool provided by the Company. The application shall contain a clear, concise statement of the employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position.
- C. The job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

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

1. Probationary and temporary employees.

2. Laid off employees.
 3. 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.
 4. Employees in formal corrective action.
 5. Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.
- D. The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate from any source as determined by the Company. Seniority will govern only in the event multiple internal candidates are determined to be most qualified by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

Section 6: New Job Classification

- A. Newly created job classifications may be established by the Company and included within this Agreement and existing job classifications may also be modified. 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 mutual agreement between the Union and the Company.

The Union shall have the right, by giving written notice within thirty (30) calendar days from receipt of the notice, to request negotiations concerning the wage rate established by the Company for the new job classification. If the Union does not timely request negotiations, the new job title will become permanent as will the wage rate.

Any dispute concerning the proposed wage adjustment or wage schedule which the parties are unable to resolve may be referred by the Union to Article 24 of this Agreement by filing a grievance at Step 2 within thirty (30) calendar days.

Article 17 ABSENCES FROM DUTY

Section 1: Administrative/Personal Leave

An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company's Leaves of Absence Policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling eighteen (18) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available Vacation/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

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Section 2: Miscellaneous Paid Absences

- A. Jury Duty and Subpoenaed Witnesses. If reasonable notice be given his/her supervisor, an employee shall suffer no loss of base pay for the time necessarily consumed in the performance of jury duty and no deductions shall be made for any amount of monies received from civil authorities. While employees will not receive pay for time missed while serving as a witness, duly subpoenaed witnesses will be allowed time

off without pay; and such time off will not be counted as a chargeable occurrence under the attendance program.

- B. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company shall be subject to the same treatment absence due to personal illness, provided under Section 2 of this Article.
- C. Deaths. In the case of death in the family of an employee, excused time off with pay for scheduled time will be granted as follows:

Up to five (5) days of paid leave for a death in the immediate family, defined as:

- Spouse (**domestic partner**)
- Parents (including step-parents)
- Child (including step-children & **children of domestic partner**)
- Sibling (including stepbrother or stepsister)

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Up to three (3) days for other covered relatives or household of such employee defined as:

- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- In-law (including mother, father, son, daughter, brother, sister, grandparents)

“Household of employee” includes persons who regularly make their home with the employee as a part of the family.

Such time off will begin on the day of the death and may extend through the day following the funeral.

The Company shall be given reasonable notice prior to intended absence or funeral leave. In no case will payment be granted in lieu of time off nor will payment be made if death and funeral occur during non-work time. If a death or funeral of a member of the employee’s immediate family occurs

during the employee's vacation, the employee will be allowed to use funeral leave and reschedule the remainder of his/her vacation if time and service requirements permit.

- D. Voting. If reasonable notice be given his/her supervisor, an employee shall suffer no loss of regular pay for time necessarily consumed in voting in any federal, state, municipal, or county elections, if the polls are not open during the employee's off hours, or if the employee does not have sufficient time to reach the polling place before or after his/her scheduled work hours.
- E. Blood Donors. Employees who volunteer to donate blood to individuals or through the facilities of a blood collecting unit may be excused with pay for the time required to donate blood, not to exceed two (2) hours.

Section 3: Family and Medical Leave

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

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Section 4: Disability Leave

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

Section 5: General Rules Governing Leaves

The following rules shall apply to all leaves:

- 1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.**
- 2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.**
- 3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and ‘fitness for duty’ examinations.**
- 4. Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company’s Leaves of Absence Policy.**

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Section 6: Short Term Disability

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

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

Personal Holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence (STD waiting period). The employee must use all available Personal Holiday hours before hours can be taken unpaid. Effective January 1, 2017, Vacation/Personal Holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational disability related absence (STD waiting period). The employee must use all available Vacation/Personal Holiday hours before hours can be taken unpaid. If an employee does not have available Vacation/Personal Holiday hours, those hours for which Vacation/Personal Holidays are/is not available shall be non-paid.

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

The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law

or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and “fitness for duty” examinations.

Benefits may be paid up to a maximum of twenty six (26) weeks. The amount of pay (sixty percent (60%) or full pay benefits) is a percentage of “base salary”. Base salary for the purpose of determining the appropriate STD benefit will be based on the **regular straight time rate of pay**. Base salary does not include incentive compensation, overtime, shift differential or other special payments or calculations.

1. 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.
2. 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.

<i>If your service is:</i>	<i>Benefits are 100% Base Rate Pay for:</i>	<i>Benefits are 60% of Base Rate Pay for:</i>
Less than 1 year	0 Weeks	0 Weeks
1 Yr but < 2 yrs	2 Weeks	24 Weeks
2 Yrs but < 3 yrs	4 Weeks	22 Weeks
3 Yrs but < 4 yrs	6 weeks	20 weeks
4 Yrs but < 5 yrs	8 weeks	18 weeks
5 Yrs but < 6 yrs	10 weeks	16 weeks
6 Yrs but < 7 yrs	12 weeks	14 weeks
7 Yrs but < 8 yrs	14 weeks	12 weeks
8 Yrs but < 9 yrs	16 weeks	10 weeks
9 Yrs but < 10 yrs	18 weeks	8 weeks
10 Yrs but < 11 yrs	20 weeks	6 weeks

11 Yrs but < 12 yrs	22 weeks	4 weeks
12 Yrs but < 13 yrs	24 weeks	2 weeks
13 Yrs or more	26 weeks	0 weeks

3. **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.**

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

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

Section 7: Worker's Compensation

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

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

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

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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.

Section 8: Absences Excused with Pay.

A. Excusals for Military Duty

1. Employees who are members of the National Guard, or reserve components of the Army, Navy, Air Force, Marine Corps, or Coast Guard, and who are excused when called out with their military units for normal training periods or emergency service or when ordered to participate individually in training activities shall be paid the amount, if any, by which their basic company pay exceeds government pay. For this purpose, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents the difference between quarters allowance established for members of the uniformed services with dependents and those established for members of the uniformed services with equal rank without dependents.
2. Requests to be excused for military training or duty involving absences of more than two (2) weeks in any one (1) year will be considered individually.
3. It is not the intent of any of the foregoing to provide such payments for more than ten (10) workdays in any one (1)

year, unless such payments are approved by the president or vice president.

4. Participation in active training or emergency duty under the conditions outlined above shall not affect the regular vacation to which the employee may be entitled.

Section 9: Absence Payment Limitation.

No payment beyond five (5) full days basic pay shall be made for absence from duty during any calendar week.

Section 10: Overtime Payment Limitation.

Paid excused time shall not be considered as time worked when computing overtime payments, except as provided by Article 7, Section 10.D.

Section 11: Military Leaves.

A. General

1. Military Leaves of Absence or Armed Forces Training Leaves of Absence, referred to as "Military Leaves" for the purpose of these instructions will be granted to regular and temporary employees entering on active duty with the Armed Forces of the United States, on or after June 27, 1950.
2. For the purpose of this section, temporary employees shall include all temporary employees within the meaning of these instructions, except those who leave a "temporary position" within the meaning of the Military Selective Service Act as amended.
3. For the purpose of this section, the term "Armed Forces" shall include the Army, the Air Force, the Navy, the Marine Corps, the National Guard when ordered into Federal Service, and the U.S. Coast Guard.
4. Active duty, as used herein, means active duty for training and service and does not mean periods of duty entered upon solely for the purpose of active duty for training.

5. Military Leaves shall cover the period of absence in the Armed Forces, subject to the conditions and limitations hereinafter stated.

B. Reemployment

1. All employees who are granted, or who have been granted heretofore, Military Leaves to enter the Armed Forces and who have reemployment rights under the appropriate Act, and all others who have such reemployment rights will be re-employed in accordance with the provisions of the appropriate Act as now written and as it may be changed.
2. Employees granted Military Leaves who have reemployment rights under the appropriate Act and who do not apply for reemployment within the specified period shall be considered as resigned and the Military Leave terminated.

C. Status Under the Benefit Plan.

1. Employees re-employed by the Company, in accordance with paragraph B.1. above, will receive full net credited service credit for the period of absence in military service.

D. Pay Treatment

1. Employees, except those described in paragraph 2. below, who are granted Military Leaves to enter the Armed Forces will (where their Company pay is greater) receive the difference between their Company pay and their government pay, as defined in paragraphs 3. and 4. below, for the first two (2) weeks of military service.
2. Employees granted Military Leaves with one (1) or more years of net credited service and: (1) who are inducted into the Armed Forces under the Act, or (2) who are subject to induction under the Act and enlist for the minimum period permitted by the branch of the Armed Forces in which the enlistment occurs, or (3) who are members of the Reserve Components of the Armed Forces, including the National Guard, and are ordered or called into active duty other than on the basis of voluntary action initiated by the employee, will receive (where their Company pay is greater) the difference between their Company pay and their

government pay, as defined in paragraphs 3. and 4. below, for the first three (3) months of military service or for any shorter period of such service.

3. For the purpose of paragraphs 1. and 2. above, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents, the difference between quarters allowance established for members of the uniformed services with equal rank without dependents.
4. Government pay for the purpose described in paragraphs 1. and 2. above, shall be determined in accordance with paragraph 3. above, at the time of entry into the Armed Forces and the rate so determined shall be used in computing the payments to be made by the Company for the first two (2) weeks or three (3) months of service in the Armed Forces, as the case may be. Company pay for this purpose will be based upon the basic rate in effect at the time of the employee's entry into the Armed Forces.

E. Payments on Behalf of Dependents

1. Following completion of the payments provided in paragraph D. above, employees who are granted Military Leaves, regardless of their length of net credited service, and (a) enter the Armed Forces under conditions described in paragraph D. 2. above, and (b) who have spouses and/or dependent children under eighteen (18) years of age at the commencement of the Military Leave, will receive for a further period of three (3) months the difference between their Company pay and their government pay determined as of the beginning of such three (3) months additional period. Government pay for this additional period shall be an amount computed in accordance with paragraph D. 3. above, plus any family allowances provided by law. Company pay for this purpose will be based upon the basic rate in effect at the time of the employee's entry into the Armed Forces. Such employees who have only dependents other than spouses or children under eighteen (18) years of age at the commencement of their Military Leave shall, upon submission of proof of dependency, receive special payments from the Company not to exceed those provided for dependents herein.

F. Vacation Treatment

1. Employees entering active duty in the Armed Forces will be given such vacations to which they are entitled. A lump sum payment in lieu of any unused vacation to which an employee may be entitled at the date on which the leave begins, shall be made at that time.
2. Upon being re-employed after returning from Military Leaves, employees shall receive any vacation to which they are entitled to the extent that such vacation may be taken within the current calendar year.

G. Concession Telephone Service

When an employee is granted a Military Leave, concession telephone service shall be continued provided the carrier is CenturyLink.

H. Payroll Deductions

All payroll deductions authorizations will be cancelled as of the date on which the leave begins.

I. Application of Pay Treatment Where an Employee Reports for Military Service More Than Once

1. If an employee has received payments under paragraph D. or E. of this section and returns to the employee of the Company and thereafter within twelve (12) months of his/her return is granted another Military Leave pursuant to this section, he/she will receive such pay in connection with such subsequent Military Leave as provided for under this section, less the total amount of payments made in connection with such previous Military Leave.
2. The amount of pay provided by this Section for an employee granted a Military Leave will be reduced by payments, if any, made (for absences during the sixty (60) days prior to the effective date of the Military Leave) to such employee pursuant to Section 4.B., Article 17 of this Agreement.

Section 12: Leave of Absence for Union Duty.

A. Informal Leaves.

Subject to the needs of the service, incidental leaves of absence may be granted to qualified Union representatives, as designated in writing to the Company by the International Representative of the Union, for the performance of lawful **CenturyLink** Union business. Such leaves shall be without pay and shall not exceed thirty (30) consecutive days at any one time nor more than sixty (60) days (ninety (90) days in the case of the president, executive vice president, secretary/treasurer, and secretary or treasurer of the local) in any one calendar year. Each qualified employee desiring such a leave shall notify his/her immediate supervisor in writing at least three (3) days prior to the time the leave is to begin and specify the length of time he/she desires to be absent. The status of employees absent under this article shall be the same as the status for other employees granted leaves of absence for good and compelling reasons and the service credit shall be limited to thirty (30) days for any one leave. Except by mutual agreement between the designated Human Resources Department representative of the Company and the International Representatives for the Union, the number of employees at one time on informal leaves of thirty (30) days shall be limited to **three (3)** per local.

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B. Formal Leaves.

1. For leaves of absence not covered in paragraph A. above, qualified employees as designated by the International Representative of the Union, shall apply to the Company for a leave of absence without pay and the Company shall grant such leave of absence, subject to the needs of the service, for a period not to exceed twelve (12) months.

This leave shall be renewable for seven (7) additional periods so that the maximum period of leave will be eight (8) years. The initial leave and each renewal is conditioned upon proper application and sufficient proof of performance of lawful union business.

2. Not more than three (3) qualified employees shall be on formal leave at one time. Requests for formal leaves shall be signed by the employee and the International

Representative of the Union. Such requests shall be presented to the designated Human Resources Department representative of the Company at least twenty-one (21) days prior to the date of such leave. The request should include the length of the proposed leave and the activities of the employee during such leave. During absences of this type, wage experience will accrue for only the first thirty (30) days of such absence and seniority and net credited service will accrue for the period of leave.

3. When the employee returns from leave, his/her wage progression shall be accelerated by reducing the normal intervals between increases by one-half until the employee shall have attained his/her position on his/her wage schedule commensurate with his/her length of service had he/she not been on leave of absence.
4. Employees on a formal union leave shall retain the right to participate in the Company medical care insurance, dental insurance, **and** group life insurance in effect at the same time the leave originally commences. The retention of these benefits is conditioned upon submitting timely payments for each such benefit in which the employee is enrolled. The Company has no obligation to remind employees of payment due.
5. An employee may return to Company duty before or at the expiration of such leave of absence, provided (1) that he/she has suffered no loss on job qualifications, (2) that he/she is able to perform on a regular basis and (3) that a job vacancy in his/her classification is available. He/she shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence.
6. The termination of this Agreement by either party shall not affect the leave status or reemployment rights of an employee who is on a leave of absence granted under this section.
7. Notwithstanding the provisions of Article 24, Section 7., employees on such leaves of absence shall not be entitled to receive from the Company any pay or compensation for time consumed in meetings with management, or

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necessarily consumed in traveling to and from such meetings.

8. In the event the Company is of the opinion that the activities being performed by an employee are not within the intent of this article, the Company shall notify the employee and the Union and require the employee to cease such activities subject to cancellation of the leave.

Article 18

FORCE ADJUSTMENTS

Section 1: Reduction in Force.

- A. Whenever the Company deems it advisable to part-time or lay off regular employees, such force adjustments as it may deem advisable shall be made effective among employees performing essentially the same type of work in any department and any exchange, through part-timing or layoffs or both, subject to the following conditions:
 1. Temporary and occasional employees shall be laid off first.
 2. Next in order, employees with less than two (2) years' seniority shall be declared surplus in the inverse order of seniority.
 3. After the steps as outlined in paragraph 1. and 2. above have been taken and further reductions in the work force are advisable, the Company may either part-time all employees after notifying the Union of its proposal to part-time including the applicable reduction in hours, or it may declare employees surplus in the inverse order of seniority.
- B.
 1. Employees who are designated as surplus shall be offered reassignment to available jobs within the exchange affected or in the other exchanges of the Company.
 2. Employees who are surplus shall be offered transfer to the jobs in paragraph 1. above in order of their seniority.
 3. Employees who are declared surplus may displace employees in similarly rated jobs or lower jobs for which they are qualified to the extent of replacing the employee

with the lowest seniority in the similarly rated job or the lower rated job within the exchange, or work group if work group covers more than one exchange, or district (see Appendix C for applicable list of exchanges, districts and divisions to be used in the event of a reduction in force). **Qualified is defined as minimal refresher training (3 weeks or less). If formal classroom training of 3 weeks or more is required, the employee shall not be deemed qualified to bump.**

- a. Employees with more than three (3) years of net credited service may, if not able to displace an employee in the exchange or work group if work group covers more than one exchange, or district in the same classification, displace the least senior employee in the division in the same classification. Employees with ten (10) or more years of net credited service may, if not able to displace an employee in the exchange or in the division in the same classification, displace the least senior employee in the Company in the same classification.
4. If there are no jobs available in the same or other exchanges as provided in paragraph 1. above or the employees refuse the offer or who do not accept or qualify under paragraph 3. above, then the employees shall be laid off.

C.

1. If additions to the work force are required subsequent to a reduction in force, laid-off employees, in order of seniority, who submit a bid, shall be awarded the job for which they are qualified, prior to anyone bidding under Article 16.
 - a. In the event an employee on layoff status does not successfully bid into an available job for which they are qualified within eighteen (18) months from the date of his/her layoff, the employment status of such employee shall be considered terminated.
 - b. An employee rehired within eighteen (18) months from the date of his/her layoff shall have the continuity of his/her service protected and shall receive service credit for the period of the layoff not to exceed six (6) months. Under no circumstances shall more than six

(6) months credit be allowed during any twelve (12) month period.

- c. Notification shall be sent by certified mail to such employee's last known address.
2. Any employee offered reemployment in any classification for which he/she is qualified and who does not accept such reemployment within two (2) days and return to employment within fourteen (14) days shall be considered terminated.

Section 2: Technological Displacements.

- A. A technological displacement occurs when the job of a regular employee or group of regular employees is no longer considered necessary due to a technological change in the type of plant or equipment used, or a change in operating procedures reducing the total number of employees considered necessary to provide the same service. Technological change shall be defined as any change in equipment, material and/or methods after the date of this Agreement which results in any reduction in the number of bargaining unit employees. This is to be distinguished from a force surplus due to lack of work covered in Section 1. above.
- B. When regular employees are displaced by a technological change, such employees shall be offered continuing employment with the Company in accordance with the following conditions:
 1. Employees displaced shall be offered the opportunity for reassignment to available jobs within the exchange affected or other locations of the Company. Such employees shall take precedence over employees who seek a transfer under Article 16. Employees exercising their option for reassignment under this Section who are unable to qualify for the job or who the Company determines fails to perform his/her job satisfactorily within ninety (90) days of the new assignment will only be eligible for termination allowance under the schedule in Article 19, Section 1. C. In no instance, will the amount paid under this provision exceed the amount to which the employee would have been entitled under Article 19, Section 1. A. 1.

2. The offering of reassignment shall be in order of seniority.
 3. Employees accepting reassignment which results in transfer from one exchange to another shall have reasonable expenses in connection with the transfer borne by the Company, in same manner as a transfer at the instance of the Company.
 4. Employees who are technologically displaced may in order of seniority displace employees in similarly rated jobs or lower rated jobs for which they are qualified to the extent of replacing the employees with the lowest seniority in the similarly rated jobs or the lower rated jobs within the exchange or work group if work group covers more than one exchange, or district.
 - a. Employees with more than three (3) years of net credited service may, if not able to displace an employee in the exchange, or work group if work group covers more than one exchange, or district in the same classification, displace the least senior employee in the division in the same classification. Employees with ten (10) or more years of net credited service may, if not able to displace an employee in the exchange or in the division in the same classification, displace the least senior employee in the Company in the same classification.
 5. Employees offered, but not accepting reassignment in the same exchange and in a similarly rated job or not displacing an employee as described in paragraph 4. above shall be retired if eligible or considered terminated. In either case, the employee will have eligibility for termination allowance under Article 19 - Termination Allowance - Section 1.B.
 6. If an employee is transferred to a job title having a lower wage guide, his/her rate of pay, if above the maximum for the new job title, shall be reduced to that maximum.
- C. Employees displaced who are not offered continued employment or who refused employment in another exchange or in a lower rated job in the same exchange shall:
1. be retired, if eligible in accordance with the United System Employee Retirement Plan with eligibility for termination

allowance under Article 19 - Termination Allowance - Section 1.B.

2. be placed on a twenty-four (24) months layoff and receive termination pay according to Article 19 - Section 1.B.
- D. When employees are placed on layoff following a technological displacement, the following conditions shall apply:
1. If additions to the work force are required subsequent to a technological displacement, laid-off employees, in order of seniority who submit a bid, shall be awarded the job for which they are qualified prior to anyone bidding under Article 16.
 2. Any employee offered reemployment in any classification for which he/she is qualified in locations as described in paragraphs 1 above who does not accept such reemployment within nine (9) days and return to employment within twenty-one (21) days, shall be considered terminated.
 3. Employees accepting reemployment in another exchange shall be paid normal moving expenses, as in paragraph B 3.
 4. As vacancies occur, employees on layoff under this section shall be given preference in order of seniority for regular employment over employees on leaves of absence except for employees who have reemployment rights under Article 17, Section 7.B.
- E.
1. In the event an employee on layoff status is not offered reemployment within eighteen (18) months from the date of layoff, the employment status of such employee shall be considered terminated.
 2. An employee rehired within eighteen (18) months from the date of layoff shall have the continuity of service protected and shall receive service credit for the period of layoff not to exceed six (6) months. Under no circumstances shall more than six (6) months credit be allowed during any twelve (12) month period.

Section 3: The Company will offer to employees on layoff status any temporary work available in their district for which they are qualified. The offering will be made by seniority of those on layoff in the exchange. The acceptance or rejection of this offer is completely voluntary and will not affect the original layoff status. If regular work becomes available, laid-off employees, in order of seniority who submit a bid, shall be awarded the job for which they are qualified prior to anyone bidding under Article 16. Employees accepting temporary work will be classified as temporary, will be paid on the applicable wage guide of the classification of the temporary work at whatever wage experience level is proper, and such employees will automatically revert to layoff status when the need for temporary help ends. If an employee accepting such temporary work has unused termination pay, the unused portion shall be repaid to the Company. At the conclusion of the temporary work, if the employee goes back on layoff, the same unused portion of termination allowance will be paid to the employee. Employees who accept such temporary work but who cannot satisfactorily perform the work will be returned to layoff status.

Section 4: Supplemental Income Protection Plan.

- A. If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is provided to the Union, the Company may at its sole discretion elect to offer employees who have at least ten (10) years of continuous service and whose age is at least 55 years as of the date of the Company's notice to the Union, the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Supplemental Income Protection benefits **as described below** subject to the following conditions:
1. The Company may offer SIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section 4 shall be subject to arbitration.
 2. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes notification of any such change or surplus in order to be

effective and such election may only be revoked within such fourteen (14) calendar day period. After the fourteen (14) day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.

3. Employees who elect to receive benefits under the provisions of this section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Supplemental Income Protection Plan payments.
 4. If an employee voluntarily accepts SIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on the scheduled last day worked for SIPP designation regardless of the anticipated release date by the physician.
- B. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with this section begin within one month after such employee has left the service of the Company.
- C. For employees who so elect in accordance with this section, the Company will pay monthly as Supplemental Income Protection payments, \$8.50 for each year of continuous service plus 45% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$550.00 per month. The maximum amount of Supplemental Income Protection benefits payable shall in no event exceed a total of \$26,400.00. 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.
- D. As used in this article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

- E. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.
- F. In the event of the death of a recipient of Supplemental Income Protection payments before all of the monthly payments to which he/she is entitled have been made, the remaining amount shall be paid to the individual's estate.
- G. If the workforce adjustment is not satisfied by the SIPP offering, the Company may make additional workforce adjustments as provided under other provisions of this Agreement.

Section 5: Voluntary Termination

When **the Company determines there is a need to adjust the workforce**, the Company may at its sole discretion elect to offer **Voluntary Termination** to employees in the affected work group in order of seniority. However, the Company may at its sole discretion terminate the offering within the work group prior to **adjusting the workforce**. Employees so selected by the Company are eligible for termination allowance in accordance with Article 19 - Termination Allowance, paragraph B. When deemed appropriate, the Company may, at its sole discretion, offer such employees a choice of reassignment to certain available job(s) or termination allowance. Employees who are offered this **Voluntary Termination** have the right to accept or reject the Company's offer. Employees who elect to receive benefits under the provisions of this section shall not be entitled to benefits under Section 4. of this Article. Employees who accept **Voluntary Termination** and leave the service will be considered to have voluntarily terminated employment and will not be subject to provisions of Section 1.C and Section 2.

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Section 6: Homing Rights

Employees who are involuntarily transferred to a different classification or exchange as a result of being displaced shall receive equal consideration to return to their former classification

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and exchange, or classification and work group, on a seniority basis, if qualified to perform the duties in the available jobs, along with employees currently on lay off status with recall rights to that classification and location, prior to such job being posted for bid. This provision of homing rights shall expire at three (3) years from the date of involuntary transfer, or upon refusing an offer, whichever occurs first.

Section 7: Group Insurance Benefits

The Company will continue group medical care and dental insurance for three (3) months after layoff or termination under the provisions of the Supplemental Income Protection Plan, on the same basis as the employee had immediately prior to such layoff or termination unless the employee obtains other medical and dental coverage at an earlier date. The payment of the premium contributions by the Company will be made on the same basis as for active employees.

Section 8: Force Adjustment Pay Protection Plan.

When an employee is placed in a lower rated job through provisions of Article 18, Force Adjustments, the affected employee's rate of pay shall be reduced to the applicable level based on accrued months of wage credit for the wage guide to which the employee has been placed. The employee's job title will be changed at the time of displacement.

Article 19 TERMINATION ALLOWANCE

Section 1:

- A. Termination allowance shall be paid to a regular employee whose service is terminated under any of the conditions outlined below:
 - 1. Laid off due to lack of work.
 - 2. Dismissed or induced to resign for unadaptability to perform properly the duties of the job following reassignment under Article 18, Section 2 (Technological Displacements).
- B.
 - 1. For each regular employee covered by this agreement on or before November 29, 1999, the termination allowance due under paragraph A.1 above shall be at the basic pay rate of

the employee at the time of the service termination and shall be in accordance with the following, not to exceed 100 weeks' pay:

<i>Completed Net Number Credited Service</i>	<i>Weeks' Pay</i>	<i>Completed Net Number Credited Service</i>	<i>Weeks' Pay</i>
6 months	1 week	10 years	18 weeks
1 year	2 weeks	11 years	20 weeks
2 years	3 weeks	12 years	22 weeks
3 Years	4 weeks	13 years	24 weeks
4 Years	5 weeks	14 years	26 weeks
5 years	6 weeks	15 years	28 weeks
6 years	8 weeks	16 years	30 weeks
7 years	10 weeks	17 years	32 weeks
8 years	12 weeks	18 years	34 weeks
9 years	15 weeks	19 years	36 weeks
		20 years	40 weeks
		Addtl weeks pay for each year over 20	4

However, in no case shall a termination allowance exceed \$65,000.

2. For each regular employee entering the bargaining unit after November 29, 1999, the termination allowance due under A.1 above shall be at the basic pay rate of the employee at the time of the service terminations and shall be at a rate of two (2) weeks per year of completed net credited service, not to exceed fifty two (52) weeks' pay.
- C. Termination allowance due under paragraph A.2. above shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following:

<i>Complete Net Credited Service</i>	<i>Number Weeks' Pay</i>
1/2 year	0
1 year	1 weeks
2 years	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years	8 weeks
9 years	9 weeks

10 years	10 weeks
11 years – 15 years	13 weeks
Over 15 years	20 weeks

D. Termination allowances paid under paragraph B. and C. above are subject to the following conditions:

1. An employee who has his/her service terminated in accordance with paragraph A. above after having been reengaged from a previous service termination under the condition outlined in paragraph A.1. above shall be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service termination.
2. If an employee has received a termination allowance under paragraph B. above and returns to the employ of any CenturyLink Company in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she shall repay the Company the difference between the amount of the termination allowance paid and the amount of his/her basic wage rate for the period of absence.
3. An employee accepting a job in another CenturyLink Company who is subsequently surplusd again shall receive the difference between time worked with the other Company and the amount of termination allowance to which previously entitled.
4. In the event the Company the employee transfers to, has a termination allowance the employee shall receive the greater of the two (2).
5. Termination allowance will not be paid to an employee who accepts continued employment with the Company or with any other CenturyLink Company.
6. An employee who is surplusd and accepts employment at another CenturyLink company shall retain recall rights at the Company from which surplusd for the period specified under the Contract.
7. Technologically displaced employees accepting reassignment shall have reasonable moving expenses

within the Mid-Atlantic Region borne by the Company as outlined in Article 13, Section 1.

Article 20 TOOLS AND WORKING EQUIPMENT

Section 1: Tools and Equipment

- A. The Company will furnish at no expense to the employee all tools, instruments, equipment as determined by the Company for him/her to perform his/her assigned duties.
- B. The items referred to above should be used only to accomplish the work for which they were issued and be given reasonable care and attention.
- C. The items referred to above that are broken or damaged beyond repair will be replaced by the Company at no expense to the employee.
- D. The items referred to above that are lost or maliciously damaged will be replaced at the employee's expense.

Section 2: Uniform Program

The Company and the Union recognize the importance of our employees presenting a professional image to our customers and the general public. In order to assure consistency in dress and present a professional image, the Company and the Union agree to the following uniform policy.

The Company will provide an annual credit of \$200 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.

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

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

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

The Company agrees to provide 30 days written notice in the event the Company decides to cease the uniform program.

Section 3: Safety Footwear

On an annual basis the Company shall provide an allowance of \$100 for the purchase of safety footwear (shoes or boots) or for the repair of existing safety footwear for designated employees who are required to wear safety footwear. Designated employees eligible for the reimbursement shall be determined by PPE hazard assessment by the Company.

Article 21 RETIREMENT AND BENEFITS

Section 1: Health and Welfare

Effective November 16, 2011 and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

The selection and administration of any plans to provide the coverage and benefits required by this Article shall be within the Company's exclusive control and sole discretion. The Company shall therefore have the unilateral right to make any changes which it deems necessary or desirable, including changes to establish, restore and/or maintain the most favorable qualification or treatment

of the plan(s) under federal (or any applicable state) law. The selection of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion.

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

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

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

VOLUNTARY BENEFITS PROGRAM

- A. Effective November 16, 2011 and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.
- B. 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.
- C. In addition, the Company shall designate the insurance carrier(s) and/or the agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agents(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable

employee information needed to offer the program. The Company also reserves the right to modify or terminate any one or all of the various components of the Voluntary Benefits program at any time, so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees of the Company.

Section 2: Pension Agreement

The Company has adopted the Embarq Retirement Pension Plan (the "Retirement Pension Plan") and **except as provided in Section 3 below**, agrees to include **Eligible Employees** covered by this Agreement as **Members** of such Retirement Pension Plan in accordance with the Pension Agreement **below**. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualified under Section 401(a) of the Internal Revenue Code 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 Retirement Pension Plan in an orderly and efficient manner. **Except as provided in Section 3 below**, any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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

Section 1 – Embarq Retirement Pension Plan

The Company agrees to provide to Members, **who are Eligible Employees as defined by the Embarq Retirement Pension Plan** (the “Retirement Pension Plan”), the **pension benefits in the form of a Retirement Allowance** hereinafter specified in this Agreement effective **November 16, 2015, 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.**

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Except as provided in Section 3 below, a Member shall mean an employee of Carolina Telephone & Telegraph Company, represented by Local Union No. 3680/80A/1/2/5 of the Communications Workers of America who is eligible to participate in the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan. The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that **Continuous Service and Credited Service** shall be determined in accordance with definitions in Sections **1.9, Continuous Service, and 1.11, Credited Service,** respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

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 Unit terminates. Upon the termination of this Pension Agreement, if as such date a subsequent Pension Agreement between Carolina Telephone & Telegraph and the CWA 3680/80A/1/2/5 is not in force, the **Retirement Allowance** of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement **with a pension table increase.** No **Credited Service** shall be earned following such date. Continuous service 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 Retirement Allowance determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in the form other than a life annuity or commences on a day other than the Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

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Section 2 - Amount of Allowance

- (a) The amount of the Retirement Allowance 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, Job Classification and Credited Service at Termination of Employment; and date of Termination of Employment, or Normal Retirement Date if earlier, determined from the attached tables by multiplying the appropriate monthly benefit per year of service by the number of years of Credited Service, subject to the provision contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

The amount of the retirement allowance 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 Termination of Employment.

Section 3 - Hired, Rehired, or Transferred Employees On or After January 1, 2016 into CWA 3680/80A/1/2/5.

Any Employee who is first hired by CenturyLink into CWA 3680/80A/1/2/5 on or after January 1, 2016 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.

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Any Legacy Embarq Employee who is rehired or recalled into CWA 3680/80A/1/2/5 on or after January 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by CWA 3680/80A/1/2/5 on or after January 1, 2016 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

Any Legacy Embarq Employee who first becomes covered under the CWA 3680/80A/1/2/5 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 3680/80A/1/2/5 Agreement) on or after January 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA 3680/80A/1/2/5 Agreement on or after January 1, 2016, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA 3680/80A/1/2/5 Agreement. Service on or after January 1, 2016 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.

Any non-Legacy Embarq Employee who first becomes covered under the CWA 3680/80A/1/2/5 Agreement through any means (including, but not limited to job bid, transfer, or

any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 3680/80A/1/2/5 Agreement) or is rehired into CWA 3680/80A/1/2/5 on or after January 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after January 1, 2016 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 3680/80A/1/2/5 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.

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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 (Date TBD) who worked at an Embarq entity and who became an Eligible Employee or is eligible to become an Eligible Employee.

Section 4 - Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by CWA 3680/80A/1/2/5, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 3680/80A/1/2/5 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.

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

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

Section 3: Savings Agreement

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

Agreement, in accordance with the Savings Agreement as included below.

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

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

The Company agrees to provide a means for employees to save for their retirement on a tax-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 Agreement clearly indicates otherwise.

B. Employee Contributions

1. Each Participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant’s wage. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant’s account. **The participant may contribute on a pre-tax, after-tax, Roth basis or any combination.**

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

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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.

C. Company Contributions

For employees hired, re-hired or who become covered under the CWA 3680/80A/1/2/5 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to twenty-five percent (25%) of the participant's Contribution up to a maximum of 6 percent of eligible wage.

For employees hired, re-hired, or who become covered under the CWA 3680/80A/1/2/5 Agreement through any means on or after January 1, 2016, the Company may contribute a Company Matching Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

Section 4: Adoption Assistance Plan.

Effective November 16, 2014, and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

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

Section 5: Embarq Retiree Medical Plan

- A. Employees in the bargaining unit on or prior to November 29, 1999, and subsequently retiring will retain their health care coverage in place at the time of their retirement. The deductibles for the indemnity plans will be 1.5% of the base pay at the time of their retirement; the minimum will be \$325.00 effective January 1, 1999, with \$25 minimum increments in successive years. In addition, the out-of-pocket maximum is \$1,300 effective January 1, 1999 with \$100 minimal increments in successive years.
1. The Company may, in its sole discretion, designate the insurance carrier(s) and the agent(s) for administering claims and other transactions for the Embarq Retiree Medical Plan and other components thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that sufficient notice is given.
 2. In certain areas retirees may be provided with an alternate plan to the basic indemnity medical plan and the Company, in its sole discretion, in any manner or through any organization, including but not limited to, a program or programs provided by arrangement with a hospital plan corporation, professional health service organization or similar plan or organization, through a preferred provider arrangement, through a self-insured plan, or through a combination of any such methods, may provide an alternative to the basic indemnity plan. Retirees will be free to elect or not elect coverage under any alternative plan offered by the Company and under no circumstances will retirees be forced to accept the alternate plan.
 3. The Company expects to continue the Embarq Retiree Medical Plan indefinitely. However, the Company reserves the right to amend or terminate any one of the various components of the Embarq Retiree Medical Plan at any time including changing the level of Company contributions, deductibles, out of pocket maximums, and requiring retiree contributions, so long as the changes are uniformly applied to all eligible retirees.

- B. Employees entering the bargaining unit on or after November 30, 1999, and subsequently retiring with benefits from the Embarq Retirement Pension Plan will convert their health coverage to the Embarq Retiree Medical Plan described in Summary Plan Description.
1. The Company, in its sole discretion, shall designate the insurance carrier(s) and the agent(s) for administering claims and other transactions for the Embarq Retiree Medical Plan and other components thereof. The Company may change the insurance carrier(s) and /or the claims administrator(s) at any time provided that sufficient notice is given.
 2. The Company expects to continue the Embarq Retiree Medical Plan indefinitely. However, the company reserves the right to amend or terminate any one of the various components of the Embarq Retiree Medical Plan at any time, including changing the Company contributions, retiree contributions, deductible amounts, and maximum out of pocket amounts for certain health care options, so long as the changes are uniformly applied to all eligible retirees.

Section 6: VEBA

Sickness death benefits, accident death benefits and sickness and accident disability benefits equivalent to those now provided by the Carolina Telephone and Telegraph Company Plan for Employees' Pension, Disability Benefits and Death Benefits as amended July 1, 1971 will be continued. The Carolina Telephone and Telegraph Company Sickness Death Benefit (VEBA) Plan will not be available for all employees hired or rehired on or after November 15, 2008.

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Any employee with the job title of cashier, senior cashier, retail sales consultant, senior retail sales consultant coming from CWA 3680A are not eligible for the Carolina Telephone and Telegraph Company Sickness Death Benefit (VEBA) benefit plan. Any employee who was a member of CWA 3680A who may have been employed prior to November 15, 2008 is not considered eligible for the VEBA benefit.

Article 22
CONCESSION TELEPHONE SERVICE

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a telecom concession. It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan.

The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the services that is provided to non-bargaining employees at the same location.

Article 23
DISCIPLINE AND DISCHARGE

Section 1: The Company reserves the right to discipline, discharge, suspend or demote employees for proper cause.

Section 2: Proper cause may include, but not be limited to, failure to obey instructions of supervisors, violation of Company rules, or failure to perform a job or tour of duty in accordance with the Company standards.

Section 3: In the event an employee is demoted a charge that the demotion was without proper cause shall be handled in accordance with the following:

- A. If the employee has less than three (3) months service in the job from which he/she was demoted at the time of the demotion, the matter shall be subject to the grievance procedure set forth in Article 24, but shall not be subject to arbitration under Article 25.
- B. If the employee has three (3) months or more of service in the job from which he/she was demoted, the matter shall be subject to the full grievance and arbitration procedures set forth in Articles 24 and 25.

Section 4: Except as modified by Section 3.A. of this article, a discipline, discharge, suspension or demotion imposed upon a non-probationary employee shall be subject to arbitration under Article 25.

The arbitrator shall not be precluded from reducing the penalty imposed by the Company if he/she determines that a lesser penalty is more appropriate.

Article 24 GRIEVANCE PROCEDURE

Section 1: The parties recognize two types of grievances under the Agreement:

- A. Arbitrable Grievances are those grievances which consist of an allegation that either party has violated or is violating the express provisions of a specific article of this Agreement, or consist of a dispute about the interpretation and application of a particular article of this Agreement.
- B. Non-arbitrable Grievances are those grievances which may arise during the term of this Agreement which do not consist of an allegation that an express provisions of a specific article of this Agreement has been violated, or which do not consist of a dispute about the interpretation and application of a particular article of this Agreement. Grievances of this type which are not resolved under the steps of this grievance article, will not be subject to the arbitration provisions of Article 25.

In the event the Company considers that the number of non-arbitrable grievances presented are excessive, abusive or of a harassing nature, it may submit a determination of that issue to the permanent arbitrator provided under Article 25, Section 2. If the arbitrator answers the issue in the affirmative, he/she has the authority to limit, suspend or cancel this provision of the grievance procedure.

Section 2: The provisions of this article are the sole and exclusive procedure for the adjustment of a grievance of an employee, employees, the Union, or the Company.

Section 3: Casual corrections, routine changes and questions concerning the supervision and direction of the working forces may be handled by the foreman directly with the employee or employees concerned and will be subject to the grievance procedure should the application of such matters create a grievance as herein described.

Section 4: Should any complaint arise during the term of this Agreement, an earnest effort shall be made to settle such complaint

in the manner described in this section: (It is understood and agreed that in the event an arbitrator should suspend or cancel the provisions of Section 1.B. of this article, thereafter an employee's Union or management representative shall not be required to receive or process such non-arbitrable grievances under the terms of this Agreement.)

Informal Resolution: An employee having a complaint may present it to the employee's immediate management representative at the level of the exchange in which the employee is employed, or may present it to his/her local Union representative for processing with the employee's immediate management representative.

Normally, the complaint will be handled with the Company by a local Union representative, but it is agreed that any individual employee or a group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment shall not be inconsistent with the terms of this Agreement, and provided that the Union representative has been given opportunity to be present at such adjustment.

Step 1: A grievance shall be presented at Step 1 of the grievance procedure as soon as possible after it arises, but in no event later than thirty (30) calendar days after it occurred, and the failure to present the matter within this time shall constitute an abandonment and waiver of the grievance.

The grievance shall be presented in writing, signed by the grievant and the Union representative, and shall contain a brief statement of the grievance and list the specific provision(s) of the Agreement claimed to have been violated (or in the case of a non-arbitrable grievance as defined in Section 1.B., a statement of the dispute).

At the request of either party, the aggrieved employee may be present at the presentation and settlement of his/her grievance at this step of the grievance procedure only. If more than one aggrieved employee is involved, participation of more than one aggrieved employee shall be by mutual agreement.

The management representative will make an earnest effort to reach a satisfactory settlement of the grievance and will give his/her answer within fourteen (14) calendar days after its presentation to him/her. The Company's response shall contain a brief statement of the Company's reasons for granting or denying the grievance, and

where applicable, will list the provision(s) of the Agreement which it contends applies. If not decision is given by the Company within the fourteen (14) calendar day period, or such time as may be mutually extended, the grievance may be appealed to the next step of the grievance procedure.

Step 2: If the grievance is not settled satisfactorily it may be presented to the Labor Relations representative by the Union's local president within thirty (30) calendar days after receipt of the management representative's answer under Step 1. A Failure to present the matter within the time limits set forth above shall constitute an abandonment and waiver of the grievance.

The grievance at this level shall be presented in writing, signed by the grievant and the Union representative, and shall contain a brief statement of the grievance and list the specific provision(s) of the Agreement claimed to have been violated (or in the case of a non-arbitrable grievance as defined in Section 1.B., a statement of the dispute).

The Company shall furnish the Union a written reply to the grievance within thirty (30) calendar days after the matter was presented to it, in a formalized meeting (either face to face or telephone conference by mutual agreement), and this reply shall contain a brief statement of the Company's reasons for granting or denying the grievance, and where applicable, will list the provision(s) of the Agreement which it contends applies.

If no decision is given by the Company within the thirty (30) calendar day period, or such time as may be mutually extended, the grievance shall be deemed resolved on the basis claimed by the Union. The duly accredited International Representative of the Union shall have access to the Company premises for the purpose of investigating grievances normally at Step 2 of the grievance procedure when accompanied by, or in accordance with permission granted by, the management representative at Step 2. Such representative shall assume all risk and if injured on the premises, the Union agrees to save harmless and indemnify the Company from any claim made by such representative for any such injury.

Section 5: After any matter appropriate for grievance handling under this Agreement shall have been referred to the Union for grievance handling and the Company informed of such reference, the Company agrees that it will neither initiate nor participate in any

discussion of the matter with the individual employees affected except in the presence of a Union representative.

Section 6: Insofar as practicable, the investigation of a grievance by the Union or its representatives will be handled only during non-work time and shall not interfere with the performance of duties by employees. It is recognized that there may be occasions when in an investigation of a grievance it may be impossible to handle such investigation during non-work time, and the Company will not unreasonably withhold its permission for the investigation of such grievance during work time.

Section 7: At the grievance meetings under this article, the Union may have up to two (2) employees present from within the Company. Grievance meetings under the grievance procedure will be held at reasonable hours and usually during work hours. Time devoted by employees in grievance meetings and in handling grievances outside of normally scheduled work hours will not be paid by the Company. Time spent by employees during grievance meetings will be treated as time worked for the purpose of computing premium pay under this Agreement.

Section 8: Where matters of an identical nature arise among locals 3680/80A/1/2/5, the union agrees it will give consideration to combine the grievances into one grievance on behalf of all of the locals. In the event this occurs, the union further agrees the resolution/decision regarding the representative grievance shall apply equally for all of the locals covered by this labor agreement.

Article 25 ARBITRATION

Section 1: In the event that a grievance between the Company and the Union as to the meaning or application of a provision(s) of this Agreement has not been settled to the satisfaction of the parties involved through the grievance procedure of Article 24 **during the term** of this Agreement, either the Company or the Union may, within **sixty (60)** calendar days after the answer of the Company at Step 2 of the grievance procedure, request by written notice to the other party that the grievance be submitted to arbitration. No request for arbitration shall be valid which is not made within the time prescribed.

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Section 2: The parties agree to select an impartial arbitrator from a list of seven (7) **members of the National Academy of Arbitrators** from the Federal Mediation and Conciliation Service **with their principal place of residence in North Carolina, South Carolina, Virginia, Georgia and Florida.** Each party shall alternately strike one name each until one name remains. The person so named shall be the arbitrator for the case being arbitrated.

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Section 3: The arbitrator shall receive testimony and evidence from the parties and shall render a decision within a period of twenty (20) days after the conclusion of the hearing unless both parties agree to an extension of such period. The arbitrator shall find the facts, render his/her decision and award in writing, and sign same.

Section 4: An arbitrator may hear only one grievance at a time unless otherwise agreed to in writing by both parties.

Section 5: The power and authority of the arbitrator shall be strictly limited to determining grievances concerning the interpretation and application of the terms of this Agreement. The language of this Agreement is controlling, and past practice can be used only when the language is ambiguous. The arbitrator shall confine himself/herself strictly to the facts submitted in the hearing, the evidence before him/her and the terms of this Agreement. It is agreed that the arbitrator shall have no authority or power to:

- A. Make an award affecting a change, modification or addition to this Agreement.
- B. Establish any wage scale or schedule, rate or to change any progression schedule for increases. He/she shall have no power to award or establish holidays, vacations, insurance benefits, pensions or other economic benefits than are provided for in this Agreement.
- C. Make an award against the Company for back wages or payments for more than thirty (30) calendar days beyond the date on which the grievance was first presented in accordance with the grievance procedure.

Section 6: All expenses and charges of the arbitrator shall be borne half by the Company and half by the Union.

Section 7: The arbitration hearings will be conducted at times and places to be fixed by the arbitrator. Each party shall bear its own cost of preparation, including those of witnesses and representatives at the hearing. Time spent by employees in attending the arbitration hearings shall not be compensated by the Company.

Section 8: 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.

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Section 9: The decision and award of the arbitrator shall be final, conclusive and binding upon both parties, and upon the aggrieved employee or employees.

Section 10: 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.

Article 26 LOCKOUTS AND STRIKES

During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar

disruption or restriction of work on, in or at any of the Company's premises. The Company will not use any provisions of this Article to supply employees covered by this Agreement to areas served by another Company Union in the event of a strike by that union.

This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a good faith objective belief of bodily harm in which event they will immediately notify management. However, nothing in this Section shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

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

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

Article 27 MANAGEMENT PERFORMANCE OF CRAFT WORK

The Company agrees that it will not as a general practice work supervisory employees on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on such non-supervisory work.

Article 28 UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collection of initiation fees, dues or assessments, or conduct of any Union business on Company work time or on Company property during the assigned working schedule of any of the employees involved. This

limitation shall not be construed to prohibit casual or personal conversation about the Union and its activities, provided such conversations do not result in employees quitting or delaying their work.

Section 2: The Union shall not distribute on Company premises literature which is controversial, political, advertising or similar in nature. The Company reserves the right, within its sole and unreviewable discretion, to cancel this section of the Agreement if it considers that its provisions are being abused.

Article 29 RECORDS

Section 1: All personnel records kept by the Company on an employee, which may affect the conditions of such employee's employment, shall be subject to his/her inspection upon reasonable notice to his/her supervisor. After such inspection, the employee shall initial and date the records as acknowledgment of having inspected the record on that date. Upon the development of a grievance condition, where necessary to develop pertinent facts having to do with the presentation or resolution of such grievance, the personnel record of any employee shall be subject to inspection by a Union representative upon such employee's written consent and in the presence of a management representative.

Section 2: When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee shall be so advised. When such an entry is to be made in a personnel record it shall be made within a reasonable length of time of the occurrence of the incident to which the entry refers.

Article 30 DISTRIBUTION OF AGREEMENT

The Company shall have this Agreement printed and distributed to all of its present employees covered by this Agreement, and shall hand a copy to all new eligible employees.

The Company and the Union will each bear one-half (1/2) the cost of printing the Agreement.

The Company shall deliver to each officer of each Local a copy of the Agreement within sixty (60) days of ratification.

Article 31 BULLETIN BOARDS

Section 1: The Company will install and maintain bulletin boards in mutually agreed upon locations for use by the Union.

Section 2: Use of such bulletin boards by the Union shall be confined to such local Union matters as notices of meetings, recreational activities, social affairs, nomination and election of Union officers and such other matters as may properly be considered as non-controversial and non-political and advertising and similar material will not be posted. Where any material posted by the Union is deemed by the Company to be controversial in nature, it shall be promptly removed at the request of the Company.

Section 3: The cost of providing, installing, maintaining and relocating such bulletin boards will be paid for by the Union.

Article 32 PAYROLL DUES DEDUCTION

Section 1: Paychecks and/or paystubs for all employees working under the terms of this Agreement shall be delivered by means determined by the Company. All payroll deductions shall be made from electronic checks issued to cover the first two payroll periods of each month. Electronic paystubs shall be made available to employees on the day preceding the payday or delivered through the Intranet. Each electronic paycheck/paystub shall be for the two calendar weeks ending not earlier than the end of the preceding calendar week. The Company will make a reasonable effort to deliver electronic paychecks by Friday of the pay week.

Section 2: The Company agrees to make collection of Union dues of any eligible employee through payroll deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union.

Section 3: An employee may, however, cancel and terminate his/her dues deduction authorization at any time within the fifteen day period immediately preceding or the fifteen day period following June 30th of each year. The Company agrees to notify the Union forthwith of the receipt of any such written cancellation.

Section 4: The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.

Section 5: Cancellation of Union dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.

Section 6: The Company's obligations under Article 32, Section 2 as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation.

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Section 7: Effective on the first anniversary of this Agreement, upon proper authorization, the Company will provide for a monthly payroll deduction for individual employees who wish to participate in the CWA Savings and Retirement Trust Fund. The Union agrees to hold the Company harmless against any claims that might be made by any employee as to the application of such funds.

Section 8: The Company agrees to provide payroll deductions for COPE (Committee on Political Education) for employees represented by the Communications Workers of America subject to the following conditions:

- A. Deduction requests must be submitted on a properly completed authorization card.
- B. The amount specified will be deducted every pay period if sufficient paycheck money is available and the total amount will be forwarded once per month to the person designated by the CWA.

The Union agrees to hold the Company harmless against any claims that might be made by any employees as to the application of the funds.

Article 33
COLLECTIVE BARGAINING PROCEDURE AND COVERAGE

Section 1: Collective bargaining by and between the Union and the Company shall be conducted by and between the duly accredited representatives of the parties of this Agreement, and each party to such bargaining shall notify the other in writing of the names of its representatives and any changes which may occur. An alternate shall be accorded the same recognition as representative when acting in the capacity of the latter.

Section 2: Neither the Union nor the Company shall be represented ordinarily by more than **six (6)** persons.

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Section 3: Meetings for purposes of collective bargaining shall be held at mutually convenient times and places on request of either of the parties to such bargaining. Agreements reached in the meeting other than on grievances shall, on the request of either of the parties thereto, be recorded as formal agreements and an executed copy thereof shall be provided for each party.

Section 4: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 34
FEDERAL AND STATE LAWS

Section 1: In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such

invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 2: Notwithstanding anything to the contrary, where any one clause or Article of this Contract is applicable to a request for a leave of absences as defined by the Family and Medical Leave Act of 1993 (FMLA), the minimum requirements provided by the FMLA shall prevail unless the Contract provides for a type or level of benefit greater than that specified under the FMLA.

Article 35 DURATION OF AGREEMENT

Section 1: This Agreement becomes effective on November 16, 2014 and shall remain in full force and effect until 12:00 midnight on November 15, 2017. R

Section 2: This Agreement shall continue in full force and effect after November 15, 2017 unless either party gives the other party sixty (60) days written notice to cancel, revise or modify part of the Agreement. In the event agreement is not reached within sixty (60) days after such notice of cancellation, the Agreement shall in all respects be voided and terminated. Extensions may be agreed to by written agreement between the parties. R

ARTICLE 36 RECOGNITION AND/OR INCENTIVE PROGRAM

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

It is agreed and understood that all employees may be required to make referrals of company products and services and perform informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program. The Company agrees that it will not issue discipline to employees for failure to complete sales of its products and services. This prohibition does not apply to call center or Retail employees that have assigned sales quotas and commission plans.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Carolina Telephone and
Telegraph Company

Communications Workers of
America

Kevin McCarter
Region President
East Region

Rick Feinstein
CWA Representative

Joseph Osa
Vice President
Labor Relations

Company Negotiating
Committee:

Ernie Berentz
Debbie Bradberry
Dan Gronniger
Amy Ward

Union Negotiating Committee:

James Blake
Rick Feinstein
Jamie Lewis
Dana Pittman
John White

CENTURYLINK
WAGE SCHEDULE - CWA 3680/81/82/85 & 3680A - EASTERN, NC
EFFECTIVE: November 16, 2014*

Appendix A

STEP	WAGE SCHEDULE																
	61	63	65	66	68	70	71	74	75	76	81*	FV5B**	TE01	FV02	801	802	803
Start	8.02	11.09	9.44	6.96	7.63	11.84	12.16	8.54	8.54	12.02			8.03	11.86	11.09	11.09	11.09
6 Months	8.83	12.25	10.75	7.67	8.40	13.07	13.43	9.41	9.41	13.27			8.38	12.53	11.82	11.82	11.82
12 Months	9.75	13.50	12.23	8.45	9.27	14.40	14.81	10.37	10.37	14.63			8.90	13.18	12.59	12.59	12.59
18 Months	10.75	14.89	13.93	9.30	10.21	15.91	16.33	11.44	11.44	16.16			9.59	13.89	13.41	13.41	13.41
24 Months	11.84	16.44	15.87	10.24	11.25	17.55	18.03	12.61	12.61	17.83			10.48	14.19	14.73	14.73	14.73
30 Months	13.05	18.14		11.28	12.40	19.36	19.90	13.91	13.91	19.67			11.55	14.54		15.65	15.65
36 Months	14.37	19.99		12.43	13.65	21.36	21.96	15.32	15.32	21.71			12.76	14.94		17.23	17.23
42 Months	15.84	22.06		13.68	15.06	23.56	24.25	16.89	16.89	23.95			14.17	15.26			18.75
48 Months	17.45	24.35		15.09	16.56	26.00	26.73	18.64	18.64	26.45			15.73	15.95			20.63
54 Months	19.23	26.84		16.60	18.25	28.72	29.52	20.53	20.53	29.20			17.47	16.62			

Group 61	Operations Clerk
Group 63	Public Access Technician
Group 65	House Services Worker
Group 66	Mail Room Helper, Storeroom Worker
Group 68	Mail Truck Driver
Group 70	Auto Mechanic, Cable Splicer, Line Worker
Group 71	Building Maintenance Technician, Business Service Technician, Facilities Assigner, Network Technician
Group 74	Switch Analyst
Group 75	Service Center Assistant, Supply Associate
Group 76	Cable Maintenance Technician, Customer Service Technician
Group 81*	Operator - Salary Range \$10.43 to \$17.56
Group FV5B**	Retail Sales Consultant - Salary Range \$8.68 to \$13.23
Group TE01	Senior Cashier
Group FV02	Cashier
Group 801	Service Provisioning Specialist I
Group 802	Service Provisioning Specialist II
Group 803	Service Provisioning Specialist III

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

Note: Due to the 7/8/15 ratification date, increases effective 5/1/15

CENTURYLINK
WAGE SCHEDULE - CWA 3680/81/82/85 & 3680A - EASTERN, NC
EFFECTIVE: November 16, 2015*

Appendix A

STEP	WAGE SCHEDULE																
	61	63	65	66	68	70	71	74	75	76	81*	FV5B**	TE01	FV02	801	802	803
Start	8.18	11.31	9.63	7.10	7.78	12.08	12.40	8.71	8.71	12.26			8.19	12.10	11.31	11.31	11.31
6 Months	9.01	12.50	10.97	7.82	8.57	13.33	13.70	9.60	9.60	13.54			8.55	12.78	12.06	12.06	12.06
12 Months	9.95	13.77	12.47	8.62	9.46	14.69	15.11	10.58	10.58	14.92			9.08	13.44	12.84	12.84	12.84
18 Months	10.97	15.19	14.21	9.49	10.41	16.23	16.66	11.67	11.67	16.48			9.78	14.17	13.68	13.68	13.68
24 Months	12.08	16.77	16.19	10.44	11.48	17.90	18.39	12.86	12.86	18.19			10.69	14.47	15.02	15.02	15.02
30 Months	13.31	18.50		11.51	12.65	19.75	20.30	14.19	14.19	20.06			11.78	14.83		15.96	15.96
36 Months	14.66	20.39		12.68	13.92	21.79	22.40	15.63	15.63	22.14			13.02	15.24		17.57	17.57
42 Months	16.16	22.50		13.95	15.36	24.03	24.74	17.23	17.23	24.43			14.45	15.57			19.13
48 Months	17.80	24.84		15.39	16.89	26.52	27.26	19.01	19.01	26.98			16.04	16.27			21.04
54 Months	19.61	27.38		16.93	18.62	29.29	30.11	20.94	20.94	29.78			17.82	16.95			

Group 61	Operations Clerk
Group 63	Public Access Technician
Group 65	House Services Worker
Group 66	Mail Room Helper, Storeroom Worker
Group 68	Mail Truck Driver
Group 70	Auto Mechanic, Cable Splicer, Line Worker
Group 71	Building Maintenance Technician, Business Service Technician, Facilities Assigner, Network Technician
Group 74	Switch Analyst
Group 75	Service Center Assistant, Supply Associate
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Group 81*	Operator - Salary Range \$10.43 to \$17.91
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Group TE01	Senior Cashier
Group FV02	Cashier
Group 801	Service Provisioning Specialist I
Group 802	Service Provisioning Specialist II
Group 803	Service Provisioning Specialist III

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

CENTURYLINK
WAGE SCHEDULE - CWA 3680/81/82/85 & 3680A - EASTERN, NC
EFFECTIVE: November 16, 2016*

Appendix A

STEP	WAGE SCHEDULE																
	61	63	65	66	68	70	71	74	75	76	81*	FV5B**	TE01	FV02	801	802	803
Start	8.34	11.54	9.82	7.24	7.94	12.32	12.65	8.88	8.88	12.51			8.35	12.34	11.54	11.54	11.54
6 Months	9.19	12.75	11.19	7.98	8.74	13.60	13.97	9.79	9.79	13.81			8.72	13.04	12.30	12.30	12.30
12 Months	10.15	14.05	12.72	8.79	9.65	14.98	15.41	10.79	10.79	15.22			9.26	13.71	13.10	13.10	13.10
18 Months	11.19	15.49	14.49	9.68	10.62	16.55	16.99	11.90	11.90	16.81			9.98	14.45	13.95	13.95	13.95
24 Months	12.32	17.11	16.51	10.65	11.71	18.26	18.76	13.12	13.12	18.55			10.90	14.76	15.32	15.32	15.32
30 Months	13.58	18.87		11.74	12.90	20.15	20.71	14.47	14.47	20.46			12.02	15.13		16.28	16.28
36 Months	14.95	20.80		12.93	14.20	22.23	22.85	15.94	15.94	22.58			13.28	15.54	17.92	17.92	17.92
42 Months	16.48	22.95		14.23	15.67	24.51	25.23	17.57	17.57	24.92			14.74	15.88			19.51
48 Months	18.16	25.34		15.70	17.23	27.05	27.81	19.39	19.39	27.52			16.36	16.60			21.46
54 Months	20.00	27.93		17.27	18.99	29.88	30.71	21.36	21.36	30.38			18.18	17.29			

Group 61	Operations Clerk
Group 63	Public Access Technician
Group 65	House Services Worker
Group 66	Mail Room Helper, Storeroom Worker
Group 68	Mail Truck Driver
Group 70	Auto Mechanic, Cable Splicer, Line Worker
Group 71	Building Maintenance Technician, Business Service Technician, Facilities Assigner, Network Technician
Group 74	Switch Analyst
Group 75	Service Center Assistant, Supply Associate
Group 76	Cable Maintenance Technician, Customer Service Technician
Group 81*	Operator - Salary Range \$10.43 to \$18.27
Group FV5B**	Retail Sales Consultant - Salary Range \$8.68 to \$13.76
Group TE01	Senior Cashier
Group FV02	Cashier
Group 801	Service Provisioning Specialist I
Group 802	Service Provisioning Specialist II
Group 803	Service Provisioning Specialist III

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

CWA Local 3680//1/2/5
PENSION PLAN
FLAT DOLLAR BENEFIT UNITS

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55

November 16, 2014 TO November 15, 2015

Schedule 1	65	34.50	32.80	31.10	29.30	27.60	25.90	24.20	22.40	20.70	19.00	17.30
Schedule 2	66	36.10	34.30	32.50	30.70	28.90	27.10	25.30	23.50	21.70	19.90	18.10
Schedule 3	68	39.70	37.70	35.70	33.70	31.80	29.80	27.80	25.80	23.80	21.80	19.90
Schedule 5	81	38.20	36.30	34.40	32.50	30.60	28.70	26.70	24.80	22.90	21.00	19.10
Schedule 6	61	41.80	39.70	37.60	35.50	33.40	31.40	29.30	27.20	25.10	23.00	20.90
Schedule 10	75	44.70	42.50	40.20	38.00	35.80	33.50	31.30	29.10	26.80	24.60	22.40
Schedule 10A	74	44.70	42.50	40.20	38.00	35.80	33.50	31.30	29.10	26.80	24.60	22.40
Schedule 10B-1	801	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
Schedule 10B-2	802	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
Schedule 10B-3	803	44.90	42.70	40.40	38.20	35.90	33.70	31.40	29.20	26.90	24.70	22.50
Schedule 15	63	58.40	55.50	52.60	49.60	46.70	43.80	40.90	38.00	35.00	32.10	29.20
Schedule 16	70	62.50	59.40	56.30	53.10	50.00	46.90	43.80	40.60	37.50	34.40	31.30
Schedule 17	76	63.50	60.30	57.20	54.00	50.80	47.60	44.50	41.30	38.10	34.90	31.80
Schedule 18	71	64.20	61.00	57.80	54.60	51.40	48.20	44.90	41.70	38.50	35.30	32.10
Schedule FV5B	FV5B	31.00	29.50	27.90	26.40	24.80	23.30	21.70	20.20	18.60	17.10	15.50

CWA Local 3680//1/2/5
PENSION PLAN
FLAT DOLLAR BENEFIT UNITS

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55

November 16, 2015 TO November 15, 2017

Schedule 1	65	35.10	33.30	31.60	29.80	28.10	26.30	24.60	22.80	21.10	19.30	17.60
Schedule 2	66	36.70	34.90	33.00	31.20	29.40	27.50	25.70	23.90	22.00	20.20	18.40
Schedule 3	68	40.40	38.40	36.40	34.30	32.30	30.30	28.30	26.30	24.20	22.20	20.20
Schedule 5	81	38.90	37.00	35.00	33.10	31.10	29.20	27.20	25.30	23.30	21.40	19.50
Schedule 6	61	42.50	40.40	38.30	36.10	34.00	31.90	29.80	27.60	25.50	23.40	21.30
Schedule 10	75	45.40	43.10	40.90	38.60	36.30	34.10	31.80	29.50	27.20	25.00	22.70
Schedule 10A	74	45.40	43.10	40.90	38.60	36.30	34.10	31.80	29.50	27.20	25.00	22.70
Schedule 10B-1	801	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
Schedule 10B-2	802	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
Schedule 10B-3	803	45.60	43.30	41.00	38.80	36.50	34.20	31.90	29.60	27.40	25.10	22.80
Schedule 15	63	59.40	56.40	53.50	50.50	47.50	44.60	41.60	38.60	35.60	32.70	29.70
Schedule 16	70	63.60	60.40	57.20	54.10	50.90	47.70	44.50	41.30	38.20	35.00	31.80
Schedule 17	76	64.60	61.40	58.10	54.90	51.70	48.50	45.20	42.00	38.80	35.50	32.30
Schedule 18	71	65.30	62.00	58.80	55.50	52.20	49.00	45.70	42.40	39.20	35.90	32.70
Schedule FV5B	FV5B	31.50	29.90	28.40	26.80	25.20	23.60	22.10	20.50	18.90	17.30	15.80

Appendix B

**CWA Local 3680/1/2/5 – CT&T
APPENDIX P BENEFIT UNITS**

JOB CLASSIFICATION	SCHEDULE	YEAR 1	YEAR 2
Schedule 1	65	26.20	27.00
Schedule 2	66	27.80	28.20
Schedule 3	68	30.50	31.10
Schedule 5	812	29.40	29.90
Schedule 6	61	32.20	32.70
Schedule 10	75	34.40	35.00
Schedule 10A	74	34.40	35.00
Schedule 10B-1	801	32.20	32.20
Schedule 10B-2	802	32.20	32.20
Schedule 10B-3	803	34.50	35.10
Schedule 15	63	44.90	45.70
Schedule 16	70	48.10	48.90
Schedule 17	76	48.90	49.70
Schedule 18	71	49.40	50.20
Schedule FV5B	FV5B	23.80	24.30

APPENDIX C

Exchanges included in the three (3) North Carolina districts for bumping purposes in accordance with Article 18, Section 1(b) are as follows:

Fayetteville Division	New Bern Division	Rocky Mount Division
<i>Clinton District</i>	<i>Greenville District</i>	<i>Ahoskie District</i>
Roseboro Wallace Warsaw Beulaville Kenansville Garland Rose Hill Faison Newton Grove	Greenville Farmville Snow Hill Ayden Fountain Bethel	Ahoskie Colerain Gatesville Murfreesboro Roxobel Winton Aulander Conway Lewiston Rich Square Woodland
<i>Dunn District</i>	<i>Jacksonville District</i>	<i>Elizabeth City District</i>
Dunn Benson Erwin Lillington	Jacksonville Holly Ridge Richlands Swansboro Topsail Island Sneads Ferry Maysville	Elizabeth City Edenton Moyock Piney Woods South Mills Weeksville Woodville Coinjock Hertford Sunbury Sligo Shiloh Welch
<i>Fayetteville District</i>	<i>Kinston District</i>	<i>Henderson District</i>
Fayetteville Raeford St. Pauls Maxton Red Springs Parkton	Kinston Grifton Pink Hill LaGrange	Henderson Centerville Wake Forest Warrenton Louisburg Franklinton Oxford Norlina

Smithfield District	Morehead City District	Manteo District
Smithfield Princeton Four Oaks Clayton	Morehead City Marshallburg Newport Atlantic Beaufort	Manteo Ocracoke Buxton Kill Devil Hills Waves Mamie Hatteras KittyHawk
Whiteville District	New Bern District	Roanoke Rapids District
Whiteville Chadbourn Tabor City Lake Waccamaw Clarkton Elizabethtown Bladenboro	New Bern Vanceboro Havelock Oriental Trenton Bayboro Pollocksville	Roanoke Rapids Halifax Seaboard Jackson Littleton Weldon
	Washington District	Rocky Mount District
	Washington Belhaven Swanquarter Aurora Bath Engelhard	Rocky Mount Nashville Spring Hope Scotland Neck Enfield Whitakers Pinetops Tarboro
	Williamston District	Wilson District
	Williamston Plymouth Hamilton Columbia Creswell Robersonville Windsor	Wilson Bailey Stantonsburg Lucama Elm City Fremont

**APPENDIX D
TRANSFER REQUEST FORM
MID ATLANTIC EAST**

Please fill in all information required below, thank you.

DATE: _____

LAST NAME: _____ FIRST NAME: _____

EMPLOYEE E-MAIL ADDRESS: _____

MY JOB TITLE IS: _____

MY SENIORITY DATE IS: _____

MY CURRENT WORK LOCATION IS: _____

I WOULD LIKE TO TRANSFER TO: _____

I understand the following related to location placement:

1. Completing and submitting this form indicates my interest in changing locations.
2. I am responsible for retaining a copy of this form and confirming it was received.
3. When offered the opportunity I will provide an immediate response.

The supervisor will confirm the accuracy of the employee Seniority dates before forwarding the form to the Labor Relations Manager.

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
and the
COMMUNICATIONS WORKERS OF AMERICA

Technological Displacement – Moving Expenses

In recent cases of technological displacement, questions have arisen regarding the eligibility of payment of moving expenses for employees transferring as a result of a technological displacement, and the same status of employees displaced (bumped) by employees who are technologically displaced. To settle these questions of interpretation, it is understood and agreed that employees who are technologically displaced and who transfer to another exchange as a result of either accepting reassignment to an available job or displacing (bumping) a junior employee shall have reasonable expenses in connection with the transfer borne by the company, as stated in Article 18, Section 2.B.3. of the current Agreement. It is further understood and agreed that if employees are technologically displaced and elect to displace (bump) a junior employee, under the provisions of Article 18, Section 2.B.4., such employee subsequently displaced (bumped) shall be considered as surplus and shall be covered by the provisions of Article 18, Section 1., Reduction in Force.

Carolina Telephone and
Telegraph Company

Communications Workers of
America

Dan Gronniger
Labor Negotiator

Rick Feinstein
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
and the
COMMUNICATIONS WORKERS OF AMERICA

Crossing Jurisdictional Lines

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In an effort to meet temporary staffing requirements and to minimize the need for contractors, Carolina Telephone and Telegraph Company (the Company) and Locals 3680, 3681, 3682, and 3685 of the Communications Workers of America (the Union) agree that the Company will have the right to supplement the work force within the jurisdiction of the Union with other Company employees under the conditions outlined below:

Short-Term Temporary Assignments

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

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

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

Long-Term Temporary Assignments

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

If those employees who are on layoff refuse such temporary work, the Company will have the right to assign other Company

employees for a period not to exceed ninety (90) calendar days to perform such work.

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

This **language** shall not be used to eliminate or erode bargaining unit positions in the Union.

R

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

It is further agreed that this agreement is covered by collective bargaining agreements which have a similar reciprocal provision covering this matter.

This Memorandum of Understanding shall be effective upon the date of agreement and shall remain in effect indefinitely.

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Carolina Telephone and
Telegraph Company

Communications Workers of
America

Dan Gronniger
Labor Negotiator

Rick Feinstein
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
And the
COMMUNICATIONS WORKERS OF AMERICA

Payroll Deduction for CWA Savings and Retirement Trust

Section 6 of the Joinder agreement regarding payroll deduction for the CWA Savings and Retirement Trust specifically addresses new applications and changes in eligible employees' participation. The parties hereby agree that in the event an eligible employee cancels participation that payroll deductions will cease at the first pay period after the Employer is notified.

This Memorandum of Understanding is effective from the date it is signed by both the Company and CWA representatives until the expiration of the current agreement, **November 15, 2017**.

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Carolina Telephone and
Telegraph Company

Communications Workers of
America

Dan Gronniger
Labor Negotiator

Rick Feinstein
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
And the
COMMUNICATIONS WORKERS OF AMERICA

Home Dispatch Program

Carolina Telephone and Telegraph Company and the Communications Workers of America agree that the Company may extend to employees the opportunity to participate in the Home Dispatch Program, subject to the following provisions:

1. The Company may present the Home Dispatch Program to **employees on an individual basis or to** groups of employees. The decision to accept Home Dispatch will be voluntary. R
2. An employee(s) meeting eligibility requirements will be given the opportunity to participate. During participation an employee(s) shall be required to be on the preferred overtime list. R
3. The scheduled workday will commence at the time designated by management.
4. Other than driving to and from work, Company vehicles will only be used for business purposes.
5. The employees will be expected to exercise good judgment in the use, storing and care of the Company vehicle.
6. Participation in this program should not be considered a permanent arrangement.

Carolina Telephone and
Telegraph Company

Communications Workers of
America

Dan Gronniger
Labor Negotiator

Rick Feinstein
CWA Representative

**AGREEMENT REGARDING MUTUAL INTERPRETATION
OF ARTICLE 18, FORCE ADJUSTMENTS, SECTION 2.B.1.**

The following interpretation regarding the implementation of Article 18, Section 2., paragraph B.1 is considered the true intent and meaning of the parties:

When employees are notified that a surplus may occur at a future date due to technological change, employees in the affected work group may be offered available jobs under the provisions of Article 18, Force Adjustments, Section 2.B.1. Affected employees shall be considered surplus and eligible for available jobs from the date the affected employees are notified until the date the surplus situation has been satisfied or the technological change taken place or until the affected employees refuse to take the same or equal jobs in the affected exchange. Job placement, displacement, SIPP, or Special Surplus Status may be offered as appropriate to relieve such surplus.

Carolina Telephone and
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CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
And the
COMMUNICATIONS WORKERS OF AMERICA

COPE Payroll Deduction Costs

The Union proposes that any charges that are covered by Carolina Telephone to CWA for the administration of payroll deduction for COPE (Committee on Political Education) be eliminated, and the collection, disbursement and administration be at no charge to the Union.

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Rick Feinstein
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
And the
COMMUNICATIONS WORKERS OF AMERICA

Seniority for New Hires

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

1. Seniority for new employees hired on the same day will be determined by using the last four digits of the employees’ social security numbers with the higher number being more senior.
2. This agreement applies only to employees hired after the date of this agreement.
3. This agreement supersedes all local contract language and/or past practices as it relates to determining the seniority of employees hired on the same day who are hired after the date of this agreement. All existing contract language and/or past practices that are in place to address this issue shall remain in effect for those employees hired prior to the adoption of this agreement.

Carolina Telephone and
Telegraph Company

Communications Workers of
America

Dan Gronniger
Labor Negotiator

Rick Feinstein
CWA Representative

MEMORANDUM OF UNDERSTANDING
Between
CAROLINA TELEPHONE AND TELEGRAPH COMPANY
And the
COMMUNICATIONS WORKERS OF AMERICA

Reciprocal Seniority

The Company agrees that during the term of this Agreement if any employee is transferred into any area covered by this Agreement who is covered by a CenturyLink Collective Bargaining Agreement that has a reciprocal provision shall have their seniority honored subject to the following conditions:

1. Only time accrued within a bargaining unit will be credited for seniority purposes.
2. An employee returning to the bargaining unit will have their previous bargaining unit seniority bridged after three (3) years.

Carolina Telephone and
Telegraph Company

Communications Workers of
America

Dan Gronniger
Labor Negotiator

Rick Feinstein
CWA Representative

ADDENDUM

CWA 3680A

Fayetteville, NC

ARTICLE 1 RECOGNITION

Section 1. The Union having been certified by the National Labor Relations Board on June 9, 1997, in Case No. 11-RC-6202, the Company recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, for all its employees within the following described unit: All cashiers, senior cashiers, retail sales consultants, senior retail sales consultants employed by Carolina Telephone and Telegraph Company at its Fayetteville, North Carolina facility; excluding all professional employees, confidential secretaries, guards, and supervisors as defined in the National Labor Relations Act, as amended.

Section 2. If the Company creates new bargaining unit jobs during the term of this Agreement, it shall inform the Union of such fact in writing at least thirty (30) days prior to the effective date of any such job. The Company's notice to the Union shall include the title of the job, the proposed rate of pay for such job, and a general description of the duties of the job. Upon written request by the Union, the Company will meet and negotiate with the Union concerning the rate of pay for such job. Such written request by the Union and any ensuing negotiations must occur within thirty (30) days of the Company's aforementioned initial notice, unless extended by mutual agreement. If no agreement is reached with respect to the rate of pay for such job within the aforementioned thirty (30) day period, or such time as mutually extended, the Company will implement its last offer.

Section 3. If the Company makes a substantial change in the nature of a bargaining unit job or changes the title of a bargaining unit job, it will give the Union Thirty (30) days written notice set forth in Section 2, above, and will, upon written request by the Union, meet and discuss with the Union the reason for such changes. Such written request by the Union and any ensuing meetings and discussions must occur within thirty (30) days of the Company's aforementioned initial notice unless extended by mutual agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Company retains all customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibility and inherent right to manage the enterprise or any part of it. The rights under this Agreement of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Company retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Company shall have no obligation to bargain with the Union with respect to any such subject or the exercise of Company discretion and decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further bargaining for the term thereof, and any subject which was or might have been raised in the course of collective bargaining.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Company shall include, but are not limited to, the exclusive right to determine and take effective action respecting:

- A. The direction and supervision of all business operations and policies.
- B. The location of the business and the establishment of new work groups or functions at the facilities covered by this Agreement.
- C. The downsizing, partially closing, relocating, merging, consolidating, liquidating or totally closing of any or all of the facilities covered by this Agreement.
- D. The size of the working force, the allocation and assignment of work to workers, the determination of policies affecting the hiring of employees, the establishment of quality standards and judgment concerning job performance. In this connection, the sole and exclusive right of the Company to determine and enforce standards of performance is fully recognized.
- E. The establishment of standards/criteria for promotions, quantity of work, quality of work, safety, materials, equipment, methods, and procedures. In this connection, the exclusive

right of the Company to administer tests or to establish other prerequisites for jobs is fully recognized.

- F. The installation or implementation of new methods, procedures, processes, practices, equipment, facilities or standards; and the discarding or modifying, wholly or in part, of any existing procedures, practices, and processes. In this connection, the Company's right to change the nature of the work being performed at this facility is fully recognized.
- G. Except as may be limited elsewhere in this Agreement, the scheduling and assignment of work to employees, including the determination of the number of tours, the beginning and ending hours of such tours, the number of days (and which days) an employee may be scheduled to work in a calendar week, and which employees will be assigned to the various tours.
- H. The requirement that an employee must work overtime, weekends, or other hours deemed by the Company to be necessary to accomplish the work.
- I. Except as may be limited elsewhere in this Agreement, the contracting out of work (including transferring work to other Company and/or CenturyLink facilities) as determined by the Company in its sole discretion.
- J. Except as may be limited elsewhere in this Agreement, the establishment, determination, and/or assignment of shifts, work days, work locations, and work/job duties.
- K. The revision/modification of job classifications and the revision/modification of job duties within job classifications.
- L. The determination of the need for and the qualifications of new hires, transfers, and promotions.
- M. The disciplining, suspending, demoting, or discharging of any employee for reasons which the Company deems appropriate and for which just cause exists.
- N. The promulgation and enforcement of rules and regulations concerning conduct of employees and discipline (including discharge) to be imposed for violations of such rules and regulations.

- O. The selection of supervisors and/or managers from the bargaining unit or from any other source in the Company's sole discretion.
- P. The establishment of measures to ensure safety, health, and protection of property.
- Q. The establishment of procedures (including monitoring of calls at its discretion) to ensure prompt, efficient, and courteous service to customers.

The exercise of any management prerogative, function, or right which is not specifically modified or limited by express terms set forth in this Agreement is not subject to the Grievance Procedure or to bargaining during the term of this Agreement.

ARTICLE 3 SAFETY

Section 1. The maintenance of proper health and sanitary conditions and observance of all laws relating to safety and fire protection are of mutual concern to the Company and the Union, and both parties agree to cooperate with each other to provide a safe and healthy workplace.

Section 2. The Company may promulgate such health and safety rules and regulations as it deems necessary to provide a safe and healthy workplace and to discharge its obligations under OSHA or other federal and state health and safety laws. The Company agrees to meet and discuss with the appropriate Union representatives any such rules and regulations prior to their implementation.

Section 3. When employees report for duty and are unable to perform their regularly assigned jobs because of unsafe conditions or inclement weather, as determined by the Company, they may be assigned to such other work as is available and for which they are qualified. If the Company determines that no other productive work is available, the Company may at any time send employees home. Under such circumstances, employees released from work will be paid for time worked or 3 hours which ever is greater.

ARTICLE 4 SENIORITY/SERVICE DATES

Section 1. Definitions of Different Types of Seniority/Service

- A. An employee's Net Credited Service is defined as the amount of service time recognized for use in calculation of eligibility for benefits (e.g., vacation, disability benefits, and other Company benefits).
- B. An employee's Net Credited Service Date shall be used for the purposes of expressing preferences for tour selection, vacation selection, and, to the extent set forth in Articles 10 and 16, for filling vacancies and reduction in force. An employee's Net Credited Service Date as shown on the employee's personnel record will be controlling. In the event that two (2) or more employees have the same Net Credited Service Date, the Company will use the last four digits of the employees' social security number with the highest number being the more senior for the above-listed purposes.
- C. An employee's Pension Service Date is defined as the amount of service time recognized for use in calculation of eligibility for pension.

Section 2. During the term of this Agreement the different types of seniority/service set forth above will be used only for the purposes specifically set forth in this Agreement.

Section 3. Seniority During Absences. Net Credited Service shall continue to accrue during the first thirty (30) days of a leave of absence if the employee returns to work prior to the expiration of the leave. Regardless of the number of leaves granted, only one (1) such thirty (30) day service credit shall apply in a twelve (12) month period. In the case of reductions in force, Net Credited Service will continue to accrue for a period of up to six (6) months.

Section 4. Seniority for Part-Time Employees. Part-time employees shall accrue Net Credited Service for purposes of Section 1. B. in accordance with the following table:

Number of Hours Normally Assigned Per Week	Net Credited Service Credit (Per Calendar Month)
Up to 8 Hours, Inclusive	1/5 Month
Over 8 Hours to 16 Hours, Inclusive	2/5 Month
Over 16 Hours to 24 Hours, Inclusive	3/5 month
Over 24 Hours to 32 Hours, Inclusive	4/5 Month
Over 32 Hours	1 Month

Section 5. Notwithstanding any of the foregoing provisions, all seniority/service rights of any type and all other rights under this Agreement shall be lost if any of the following occurs:

- A. An employee quits of his own accord, or
- B. An employee is discharged or dismissed; or
- C. An employee does not return to work when recalled after layoff under the provisions of Article 16, Section 2; or
- D. An employee is absent three (3) consecutive days or five (5) days within a one (1) month period without an excuse that is satisfactory to the employer for such absence or fails to notify the employer of any cause, such employee thereby being considered as having quit and losing all seniority and all other rights under this Agreement; or
- E. An employee is absent from the payroll during layoffs continuously for a period of six (6) months.

Section 6. Any employee entering this bargaining unit shall have his/her Net Credited Service honored for the purposes set forth herein.

ARTICLE 5 SCHEDULING

Section 1. The Company shall post a work schedule on a weekly basis. The weekly work schedule shall be posted on or before 3:00 p.m. on the Thursday preceding the first date of the weekly work schedule. The work schedule shall stipulate the starting and ending time of tours appearing on such schedules, together with the starting and ending time of each session. Intervals between sessions may be shifted as necessary to meet service

requirements, except that intervals between sessions will not exceed four (4) hours. Insofar as service requirements will permit, a minimum interval of twelve (12) hours shall normally elapse between an employee's scheduled ending time of one tour and the scheduled starting time of his/her next tour except that the minimum shall be reduced to eight (8) hours when rotating Sunday or holiday tours or when exercising choice of tours under this Section.

Section 2. The Company will determine assignments of employees to the various tours each week based upon projected service requirements and the availability of qualified personnel. Employees who are in the same job classification or work group (as may from- time to time be designated by the Company) shall use their Net Credited Service to express preferences for tours within their job classification or designated work group prior to the posting of the weekly schedule. Employees with the greatest Net Credited Service will have their preferences honored to the extent that such preferences are consistent with the number of tours established by the Company in their job classification or designated work group for that week. For purposes of this Article only, work groups shall be comprised of employees who are in the same job classification. Nothing contained herein shall be interpreted to prevent the Company from designating work groups comprised of employees in different job classifications for any other reasons. An employee desiring a day off for reasons permitted under this Agreement shall submit a written request to his/her supervisor, not later than 5:00 PM on Wednesday preceding the posting of the work schedule, and such request will be considered by management and may be granted depending upon service conditions and availability of qualified personnel.

Section 3. Tours will normally consist of two (2) sessions, separated by a meal period which will normally be one (1) hour in length but will not be less than one-half (1/2) hour. The meal period will be assigned based upon service requirements and availability of personnel except that, for eight (8) hour tours, such meal periods shall be scheduled not less than three hours after the start of the tour or greater than five (5) hours after the start of the tour.

Section 4. Employees who are not scheduled on the weekly work schedule for any reason (e.g., on leave of absence) but who return to work during the work week shall be assigned available tours for the rest of the week at the discretion of management.

Section 5. Scheduling Tours.

- A. Tours may fall on any day of the calendar week necessary to meet service requirements, except that tours and part-tours which make up the normal work week may not be spread over more than six (6) days of the calendar week except for part time employees who work less than forty (40) hours per week.
- B. Changes from the posted weekly work schedule may be allowed under the following conditions:
 - 1. The Company, at its initiative and at its discretion, may change the schedule to meet service/work force requirements and will, to the extent feasible, move employees directly impacted by the schedule change in inverse order of Net Credited Service dates; or
 - 2. The Company, in its discretion, may allow a schedule change for an employee if the requesting employee arranges for another qualified employee to replace him/her on the schedule under the following conditions set forth herein:
 - (a) the requesting employee and the employee who agrees to take the place of the requesting employee on the schedule shall indicate their consent to such a change in writing; and the supervisor of the requesting employee must also indicate his/her approval of such change in writing; the employee who agrees to replace the requesting employee must also indicate in writing that he/she understands that he/she will be responsible for working the tour or session he/she has agreed to work;
 - (b) no such changes shall be allowed if
 - (c) overtime pay is involved;
 - (d) the minimum period for which an employee may change hours with another employee is one session; and
 - (e) an employee will not normally be allowed to make more than one schedule change for a particular day.

No change shall be approved when the number of hours between the ending of one tour and the beginning of the next tour for any employee if such change is less than six (6) hours.

- C. Any connecting time worked that precedes or follows a scheduled tour shall be paid at least on an actual time worked basis. Before implementing a system different from the current system, the Company agrees to meet and discuss such system with the Union before implementing it.
- D. When scheduled Saturday, Sunday, or holiday hours are required by the Company, the assignment to work on Saturday, Sunday, or a holiday will be rotated, to the extent possible, among qualified employees in the same job classification or designated work group. The hours of such tours will be assigned by the Company.

ARTICLE 6 HOURS OF WORK

Section 1.

- A. The normal work week is forty (40) hours for regular full-time employees, provided there is work available. At the discretion of management, regular full-time employees may be scheduled to work less or more than forty (40) hours in a work week. Nothing contained herein shall be interpreted as a guarantee by the Company of a minimum number of hours of work for employees per week or as a limitation on the maximum number of hours an employee may be required to work in a calendar week.
- B. Nor does the Company relinquish its right to require employees to work overtime on a daily basis, during the weekend, nights, or at any other time necessary to accomplish work which the Company, in its discretion, deems necessary to accomplish. Further, nothing contained herein shall diminish the Company's right to determine the number of tours, the beginning and ending hours of such tours, the number of days (and which days) an employee may be scheduled to work in a calendar week, and (consistent with the Scheduling article of this Agreement) which employees will be assigned to the various tours.
- C. If the Company, in its discretion, schedules employees to work a Compressed Work Week (defined as a work week that is no less than forty (40) hours long, but is condensed into fewer

than five (5) full days), the Company will meet with the Union to discuss how vacation days, holidays, and sickness benefits (including waiting periods) for employees working such a schedule shall be treated. If the Company schedules tours in excess of eight (8) hours, any overtime treatment for such hours shall be as set forth in Section 4 D.

Section 2. All employees are expected to report to work at the starting time of his/her scheduled tour. Any employee who is unable to report to work at the specified time shall telephone his/her supervisor prior to the scheduled report time concerning the reason for that employee's inability to report as scheduled. It is the responsibility of the calling employee to ensure that he/she talks personally with his/her supervisor or (if his/her supervisor is not available) another supervisor (including any employee designated by the Company as a relief supervisor). If no supervisors (including designated relief supervisors) are available to talk to the employee personally, the employee shall leave a message with an employee designated by the Company to take such messages. The message shall include the nature of the call and a call-back number(s) where the employee can be reached for the next hour. The supervisor or his/her designee shall call the employee if he/she deems it necessary. Supervisory/management personnel, in their discretion, shall determine what is a legitimate reason for tardiness or absenteeism.

Section 3. Relief Periods

- A. A relief period of fifteen (15) minutes during each session shall be scheduled for each employee. The Company will make a good faith effort to schedule relief periods as near the mid-point of the session as is practicable, service requirements permitting. Such time shall be considered as time worked.
- B. In cases of connecting or nonscheduled work when an employee requests time off for a relief period, such request may be granted, without pay, if practicable in view of the nature and/or expected duration of the work.

Section 4. Overtime Pay

- A. Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's base rate of pay for time worked in excess of forty (40) hours during the work week, defined as 12:01 a.m. Monday to 12:00 midnight Saturday.

- B. For work on days other than Sunday, if the Company schedules tours in excess of eight (8) hours, the overtime rate will begin at the end of the scheduled tour (not at the end of eight (8) hours). Such time worked in excess of an employee's scheduled tour which is paid at the time and one-half (1-1/2) rate shall not be counted for purposes of determining eligibility for weekly (over forty 40) overtime as set forth in paragraph A of this Section.
- C. For eight (8) hour tours on days other than Sunday, pay at the overtime rate of one and one-half (1-1/2) times a regular full-time employee's base rate of pay shall be paid for time worked in excess of eight (8) hours. Such time worked in excess of eight (8) hours in a work day which is paid at the time and one-half (1-1/2) rate shall not be counted for purposes of determining eligibility for weekly (over forty 40) overtime as set forth in paragraph A of this Section.
- D. Employees required to work on Sunday shall be paid a differential of \$1.10 per hour for all hours worked. When employees are designated as Key Holder and required to work on Sunday, Article 9, Section 10(e) shall not apply. In these cases employees will be eligible to receive both the key Holder differential and the Sunday differential.

Section 5. Pay for Authorized Holiday.

- A. Employees shall be paid a day's base pay for an authorized holiday irrespective of any payment for time worked on the holiday, except as provided in Paragraphs 1 through 5 below:
 - 1. Absentees, meaning employees failing to report for scheduled work on the holiday or on either of the work days that immediately precede or follow the holiday, shall receive no pay for the holiday unless such absences are excused.
 - 2. Employees who have been granted a formal or informal leave of absence during a period in which a holiday occurs shall not be eligible to receive pay for the holiday. For the purposes of this paragraph only, absences for five (5) consecutive scheduled workdays shall constitute an informal leave of absence unless such absences are

permitted by the Company due to a temporary force surplus.

3. Employees who are eligible to receive department sickness payments because of sickness on a holiday shall receive no further pay for the holiday.
 4. Employees who are eligible to receive sickness benefit payments or accident benefit payments under the Employees' Benefit Plan because of disablement on a holiday shall receive no further pay for the holiday.
 5. An employee whose last day of work before leaving the service of the Company is on a day immediately preceding a paid holiday shall receive no pay for the holiday.
- B. Regular part-time employees shall be paid regular pay equal to the number of hours normally worked on a weekday.
- C. Employees who are eligible for and receive holiday pay under this Section 5 shall have the hours for which they are paid (eight (8) for full-time employees) counted for purposes of determining eligibility for weekly (over forty 40) overtime pay under Section 4. A.

Section 6. Pay for Work on Holiday.

Time worked on a holiday will be paid at the rate of one and one-half (1-1/2) times the employee's base rate of pay. Time worked on a holiday shall not be counted for purposes of determining eligibility for weekly (over forty 40) overtime pay under Section 4. A. In addition, regular full-time employees working on a holiday shall be paid an additional eight (8) hours for the holiday if they qualify under Section 5; and regular part-time employees shall be paid regular pay equal to the number of hours normally worked on a week day if they qualify under Section 5.

Section 7. Call-Out

- A. Call-out shall be generally defined as the call of an employee while off duty to perform work for the Company which was not previously scheduled. The following shall not be considered a call-out:

1. If the time worked immediately precedes and/or follows (and connects) with the employee's regularly scheduled time.
 2. Work assignments, when notice of such assignments is given in advance and the minimum assigned time is two (2) hours.
- B. Employees on call-out (as defined above) shall be paid at the rate of one and one-half (1-1/2) times the employee's base rate of pay. Employees called out will receive a minimum of two (2) hours call-out pay for any call-out which requires an employee to physically report to a Company-directed work location if the call-out does not connect with an employee's scheduled tour. Call-out pay will continue until the employee is released from duty. When any related subsequent call-out is made within two and one-half (2-1/2) hours of the start of the first call-out, the subsequent call-out will be treated as a continuation of the first call-out. Time worked during a call-out which is paid at the rate of time and one-half (1-1/2) shall not be counted for determining eligibility for weekly (over forty 40) overtime as set forth in 4. A. of this Section and is further subject to the no duplication or pyramiding language set forth in Section 8 of this Article

Section 8. No Duplication or Pyramiding.

It is understood that payments made for time worked on a holiday under Section 6, and holiday payments as set forth in Section 5, shall not be duplicated for the same hours worked. Further, there shall be no duplication or pyramiding of payments made at the time and one-half (1-1/2) rate under Sections 4, 6, and 7 as the parties agree that no time shall be paid at the overtime rate more than once.

Section 9. Overtime Opportunities

It is recognized that the Company can assign work which is paid at the overtime rate (one and one-half (1-1/2) times the employee's base rate of pay) under this Agreement to any employees who, in the Company's judgment, are qualified to perform such work. However, the Company will maintain a list of employees in each job classification and/or work group who desire to work such overtime work and will make a good faith effort to equitably distribute such work among employees on such list in such job

classifications and/or work groups who are qualified to perform such overtime work, it being understood, however, that the Company is not limited to assigning overtime work only to those employees on the aforementioned list.

Section 10. Differentials

- A. **Temporary Supervisor Differential.** When an employee is designated by the Company to act as a temporary supervisor, s/he will receive a differential of seventy-five cents (\$0.75) per hour for all hours of the assignment and will not perform his/her normal duties during such assignment. This differential applies only when an employee is assigned to act as a temporary supervisor for at least eight (8) hours in a work day.
- B. **Bi-lingual Differential.** Bi-lingual employees assigned by the Company to a telephone number requiring them to speak to customers in a language other than English will be paid a seventy-five cent (\$0.75) per hour differential for the hours assigned to the non-English telephone line.
- C. **Coach Differential.** Employees designated by the Company to act as a coach will receive a differential of two dollars (\$2.00) per hour for all hours of the assignment and will not perform their normal job duties during such assignment unless specifically directed to do so by the Company. It is recognized that the Company may from time to time, in its discretion, direct employees designated as coaches to perform other (non-coach) work; but such employees will continue to receive the Coach Differential, regardless of work assignment, so long as they are designated as a coach by the Company.
- D. **Night Differential.** Employees shall be paid a differential for working scheduled hours which fall wholly or partly within the period, from 8:00 p.m. to 7:00 a.m. The differential shall be \$0.75 per hour for all hours worked.
- E. Employees will not be paid more than one (1) differential for the same hours worked.
- F. **Key Holder Differential.** When an employee is designated by the Company to act as the "Key Holder" s/he will receive a differential of seventy-five cents (\$0.75) per hour for all hours of the assignment and will be expected to perform his/her normal duties during such assignment.

ARTICLE 7 Paid Time Off

Section 1. PTO

Paid Time Off (PTO) is a program where an employee manages his/her paid time away from work and has the flexibility to use PTO hours based on the employee's personal needs.

PTO hours are provided for all incidental absences from work. The employee must use all available PTO hours before hours can be taken unpaid, except in situations where FMLA – covered absences will exceed five consecutive days. In that case, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose.

Section 2. PTO Eligibility

Regular Full-Time employees will earn PTO based on their cumulative length of continuous service as shown in the following schedule. Regular Part-Time employees will earn PTO based on their cumulative length of continuous service and on the basis of hours worked in relation to 2,088 hours per year.

Length of Service	Eligibility
0 to fewer than 1 year	11 days
1 to fewer than 2 years	16 days
2 years but fewer than 5 years	18 days
5 years but fewer than 15 years	23 days
15 years but fewer than 25 years	28 days
25 years and over	33 days

In general, if employees are hired on or before the 15th day of the month they will earn their PTO time for that month. If they are hired after the 15th of the month, they are not eligible to earn their PTO time for that month. It follows that employees who terminate after the 15th of the month have earned their PTO time for that month. PTO hours earned but unused will be paid out at termination.

Section 3. PTO Program Year

The PTO year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st of

each year in which this Agreement continues in effect, except that in the anniversary year of 2, 5, 15, and 25 years the employee earns PTO at the higher rate for the entire year.

Section 4. PTO Definitions

The Paid Time Off program includes both Scheduled PTO and Unscheduled PTO. Scheduled PTO are those hours selected by the employee in accordance with the PTO selection Process as outlined in Section 7. Unscheduled PTO occurs when an employee request time away from work that is not pre-scheduled.

Scheduled PTO hours are included as part of a regular work week for overtime purposes. Unscheduled PTO hours are not included as part of the standard work week for overtime purposes.

Section 5. PTO Scheduling

Scheduled PTO may be taken during the period from January 1 through December 31. The Company will seek to accommodate employees' use of earned PTO. The Company will reschedule an employee's affected PTO giving the employee the choice of times available if an employee is on disability prior to and throughout a scheduled PTO period and returns back to work within the same calendar year. The Company may reschedule an employee's scheduled PTO period for operational reasons or if the employee is unable to take his/her scheduled PTO because of absence caused by an industrial injury provided that the PTO shall be rescheduled at a mutually satisfactory alternate periods as determined by operational needs, provided that the employees involved have notified the Company of their scheduled PTO dates prior to December 15th.

- A. When an employee leaves the work group during the year, the unused PTO week(s) of that employee may, at the Company's discretion: (a) be left unfilled; or (b) be offered to employees entering the work group as a result of the employee leaving the work group; or (c) be offered (in order of Net Credited Service) to those employees within the affected work group who have less Net Credited Service than the employee leaving the work group.

Section 6. PTO Selection Process

PTO in accordance with this provision may be taken at any time

during the calendar year subject to service requirements and subject to the following selection provisions set forth below.

- A. PTO shall be scheduled in segments of at least five (5) consecutive days and may be scheduled for two (2) or three (3) consecutive week segments. PTO shall be scheduled to begin on the first working day of the week.
- B. Where the employee is eligible for two or more weeks of PTO, one week of PTO may be taken a day or days at a time. PTO taken a day or days at a time is subject to the following conditions:
 - 1. One week advance notice with supervisory approval. Supervisor can waive notice at his/her discretion.
 - 2. Regular scheduled PTO in weekly increments take precedence over day or partial days at a time request.
- C. Employee may be allowed to take twenty-four hours of PTO in one-half (1/2) day segments. Employees may also be permitted to take sixteen (16) hours of PTO in segments of one (1) hour.

Such requests set forth under b and c above will be honored service requirements permitting, on a first come, first served basis and not subject to seniority.

- D. The selection of PTO weekly periods shall be based upon Net Credited Service dates in work groups designated by the Company. An individual employee may exercise his/her Net Credited Service with respect to PTO periods only at the time the PTO schedule for a given work group is established. If an employee splits his/her PTO periods, Net Credited Service may be exercised by the employee only on the first segment until all employees in the work group have made their selection. Thereafter an employee may exercise his/her Net Credited Service with respect to the second segment of his/her PTO periods as outlined above, and the same procedure shall be adhered to with respect to any additional PTO segments.
- E. The Company will post no later than November 1 preceding the year, a PTO schedule showing the number of employees in each work group who can be off at any one time during the

year, together with the PTO allowance for which each employee is eligible.

- F. Starting no later than November 15 preceding the year, the Company will make a reasonable effort to contact employees, in order of their Net Credited Service, so that they may choose a PTO period from those available. Employees not making a selection at the time of contact, and employees whom the Company was unable to contact after a reasonable effort to do so, shall be passed over but shall have the right to make a selection from the remaining available PTO periods in accordance with their Net Credited Service at any subsequent time prior to December 15. PTO periods for employees failing to meet this requirement shall be assigned by the Company.
- G. After PTO periods have been scheduled as set forth above, they may be changed at the initiative of the Company as service and work force requirements dictate. Upon written request of an employee, PTO may be rescheduled to any available segments during the expired portion of the PTO Plan year provided such rescheduling is consistent with service requirements.

Section 7. Banked and Carryover PTO

- A. Withdrawals of accumulated PTO from the bank and future scheduling of banked PTO are subject to supervisory approval. Scheduling accumulated, banked PTO has secondary priority to employees scheduling their regular annual PTO, and will be handled on a first-come, first-served basis.
- B. If an employee retires with accumulated PTO in the bank, the employee may choose to take a lump-sum payout or to use the PTO prior to his retirement date, but banked PTO cannot be used to extend the retirement date.
- C. Accumulated, banked PTO will be paid out at the employee's current hourly rate. In the case of the voluntary or involuntary termination of an employee, banked PTO cannot be used to extend an employee's termination date and the lump sum cash out will be subject to the provisions contained under Section 7(f).
- D. An employee who resigns with fourteen (14) calendar days' notice or whose employment is terminated during the calendar

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year shall be entitled to a lump sum payment at the time of termination. An employee who was not able to take their vested PTO during the calendar year will be entitled to a lump sum payment following the end of the calendar year for which the PTO is vested, provided the employee has banked or carried over the maximum PTO permitted under this Agreement. Employees who do not provide the notice or have been discharged for just cause (or resign during a Company investigation which could have resulted in such a discharge) will be considered to have forfeited all rights and claims to PTO pay consideration.

- E. Eligible full-time employees may carry over into the first four months of the following year, with supervisory approval, up to one (1) full week of PTO. All carry over PTO must be taken by April 30 of the subsequent calendar year, and may be taken in full weeks or in day-at-a-time increments. This carry over PTO must be scheduled at the same time as the scheduling of regular PTO. R

Section 8. PTO Pay

- A. PTO pay for a regular full-time employee shall be at the base rate of pay.
- B. PTO pay for regular part-time employees shall be at the base rate of pay prorated according to the average weekly scheduled hours of the employee during the preceding four (4) weeks.

**ARTICLE 8
SEPARATION PAY**

Section 1. Eligibility.

- A. All regular full-time and regular part-time employees (scheduled to work at least twenty (20) hours or more per week) of the Company are covered by this Article if they are separated under circumstances as specifically described in paragraph B, below.
- B. Separation pay is payable only when a termination is initiated by the Company due to:
 - 1. Job elimination

2. Reorganization or restructuring
 3. Relocation of facilities
 4. Other surplusing situations initiated by the Company
- C. Separation pay is not payable for any reason other than the reasons set forth in paragraph B, above. For example, separation pay is not payable when, in the Company's judgment, the termination is due to:
1. Voluntary resignation, when not solicited by the Company to reduce a surplus of staff
 2. Voluntary retirement
 3. Death
 4. Disability
 5. Unsatisfactory job performance
 6. Violation of Company policy or other employee conduct resulting in termination
 7. Sale of business when comparable employment continues with the former or successor business
 8. Refusal of the employee to accept a comparable position with the Company within reasonable commuting distance. A comparable offer is one at the same grade (or reasonable equivalent in a different pay schedule), and is generally the same line of work. Reasonable commuting distance is defined as an employee having to travel not more than thirty (30) miles further (one (1) way) than the employee previously traveled to work.
 9. Any other instance in which termination is not initiated by the Company for business reasons.

Section 2. Calculation of Separation Pay. Separation pay is determined using the employee's base salary on the last day worked. Eligible employees will receive two (2) weeks of separation pay for each full year of service, to a maximum of fifty

two (52) weeks of separation pay. In determining separation pay, the employee's status, i.e., full or part-time, on the last day worked is used. Part-time employees will have their separation pay pro-rated based on the number of hours they are normally scheduled in a work week. Separation pay will be paid in a one-time, lump sum payment. Should the separated employee return to CenturyLink in fewer weeks than paid in lump sum, the difference between the amount paid and the pay for the period of absence will be refunded to the Company by the employee, within thirty (30) days after return to employment, or within such other reasonable time as agreed upon by the Company and the employee. Separation pay is subject to local, state, and federal taxes and all other deductions and withholdings from employee wages required by law in the same manner as regular wages. Employees who receive separation pay are eligible for continued medical/health coverage under COBRA.

ARTICLE 9 RECORDS

Section 1. The Company retains the right to maintain letters of warning and other documents regarding discipline for an indefinite time in the employee's personnel file.

However, the Company agrees that it will not consider any warnings or disciplinary actions that are more than five (5) years old for purposes of discipline or other employment decisions, except that discipline that resulted in discharge (not reversed by the grievance or arbitration procedures) may be considered by the Company indefinitely.

Section 2. An employee may inspect his/her personnel file by delivering a written request to do so to his/her immediate supervisor seven (7) working days prior to the date of such inspection. Such inspection will be in the presence of a management representative, and the employee shall normally have no right to copy any part of such records or to remove such records from the workplace. After such inspection, the employee shall initial and date the records as acknowledgement of having inspected the record on that date. An employee who has filed or is contemplating the filing of a grievance under this Agreement may also request, under the same procedure and terms and conditions set forth above, that a designated Union representative inspect his/her personnel file with or without the employee being present. In such a grievance situation, the employee and/or his/her Union

representative may request (and the Company will supply) copies of parts of his/her file pertinent to his/her grievance or contemplated grievance.

Section 3. When entries are made to an employee's personnel record which adversely affect conditions of his/her employment, the employee shall be so advised. Such notice shall be given to the employee within a reasonable period of time after the occurrence of the incident to which the entry refers, but in no event later than thirty(30) days thereafter.

ARTICLE 10 PAY FOR PERFORMANCE COMPENSATION PLAN AND OTHER INCENTIVE PROGRAMS

Section 1. Service Representatives

Effective with the first calendar day of the month following contract ratification, the Pay for Performance Compensation Plan ("PFP") will be implemented for Service Representatives, who shall then have the opportunity to begin receiving earnings pay-outs according to the terms and conditions of the Plan. For purposes of Pension, Savings, and Flex Benefit Dollars, Service Representatives covered by PFP will be treated under the Benefits Rate Schedule attached as Appendix B to this Agreement.

Unless otherwise specifically noted above, the parties agree that the Company may unilaterally modify, delete, or change any terms, conditions, criteria, or parameters of PFP (including objectives, product line categories, qualifiers, thresholds, or any other provisions). If the Company discontinues PFP at any time during the term of this Agreement, Service Representatives will be paid under the Benefits Rate Schedule attached as Appendix B to this Agreement. Any modifications made to PFP will not affect money already earned under such Plan. The Company further agrees to notify the Union of any modifications to the Plan at least fourteen (14) calendar days in advance of the effective date of such modifications.

Section 2. Retail Sales Consultants

Effective with the first calendar day of the month following contract ratification, the Pay for Performance Compensation Plan ("PFP") will be implemented for Retail Sales Consultants, who shall then have the opportunity to begin receiving earnings pay-outs according to the terms and conditions of the Plan. For purposes of Pension and Savings, Retail Sales Consultants covered by PFP

will be treated under the Benefits Rate Schedule attached as **Appendix B** to this Agreement.

Unless otherwise specifically noted above, the parties agree that the Company may unilaterally modify, delete, or change any terms, conditions, criteria, or parameters of PFP (including objectives, product line categories, qualifiers, thresholds, or any other provisions). If the Company discontinues PFP at any time during the term of this Agreement, Retail Sales Consultants will be paid under the Benefits Rate Schedule attached as **Appendix B** to this Agreement. Any modifications made to PFP will not affect money already earned under such Plan. The Company further agrees to notify the Union of any modifications to the Plan at least fourteen (14) calendar days in advance of the effective date of such modifications.

Section 3. Employees will receive a daily schedule of incentive eligibility earnings that can be used to track monthly sales objectives and earnings. For tax purposes, incentive dollars are to be treated as regular income (and not grossed up). Incentive earnings will be taxed at the applicable tax rate. Employees will receive incentive earnings under PFP in the second paycheck of the month following their sales.

The Company further agrees during the term of this Agreement to meet, upon request by the Union, on a quarterly basis with designated Union representatives to a maximum number of three (3) to discuss sales objectives and other PFP-related matters.

The Company, at its sole discretion, may unilaterally develop, implement, administer, modify, or delete other incentive programs. The Company will notify the Union at least fourteen (14) calendar days in advance of the implementation or deletion of such plans.

ARTICLE 11 CONTRACTING OUT/TRANSFER OF WORK

Section 1. The Company's right to contract out work covered by this Agreement, as set forth in Article 3, is subject only to the limitation that the Company will not, contract out to third parties work which is being performed by regular full-time bargaining unit employees at the time and which would directly result in the layoff of such regular full-time bargaining unit employees.

Section 2. Nothing contained herein limits the Company's right to consolidate or transfer work to another Company facility/work group or another CenturyLink facility/work group.

Section 3. Further, nothing contained herein limits in any way the right of the Company to use alternative marketing channels to sell its products so long as such use does not directly result in the layoff of regular full-time bargaining unit employees.

ARTICLE 12 OUTSIDE EMPLOYMENT

Other employment outside working hours will not be permitted if it interferes with the employee's job performance. Further, employees may not work for a competitor of the Company or engage in employment which would create a conflict of interest. Upon learning of any such outside employment as described above, the Company will meet with the employee involved and his/her designated Union representative to discuss the issue. An employee will not be disciplined or discharged under this article without first having had the above-described meeting. Employees who disagree with the Company's decision regarding such outside employment and/or any discipline imposed as a result thereof may file a grievance under the grievance procedure set forth in this Agreement and may proceed to arbitration under the terms set forth in this Agreement.

ARTICLE 13 UNION DUES CHECK OFF

Section 1. During the term of this Agreement, the Company agrees to deduct Union dues on a monthly basis for each employee covered by this Agreement who signs and submits to the Company's Payroll Department an individual authorization for payroll deduction.

Section 2. Such deduction will be paid to the Union against the receipt thereof in the name of the Union, by the properly designated Union official. The Union agrees to furnish to the Company notice of the amount to be uniformly deducted for Union dues pursuant hereto and the Union official authorized to receive such deduction. Such deductions shall be paid and forwarded to the Financial Secretary of the Union with a list showing the employees for whom the deductions have been made and the amount.

Section 3. Any employee may cancel and terminate his/her deduction authorization effective on December 31 of any year by delivering written notice to the Company not later than December 1 of that year. The employee will also furnish the Union with a copy of any notice to the Company terminating such authorization.

Section 4. The Union may, by written notice to the Company from its Secretary, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.

Section 5. Cancellation of Union dues deductions will be made by the Company on the transfer or promotion of any employee to an ineligible (non-bargaining unit) position effective the first payroll period following the transfer or promotion. The Company will notify the Union and the affected employee of such cancellation.

Section 6. When an employee is granted a leave of absence in excess of thirty (30) days, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed upon return from leave.

Section 7. The Union agrees that it will indemnify the Company and hold it harmless against all loss or damage that it may suffer from or by any reason of the deduction of dues from the pay of any employee pursuant to the provision of this Section.

Section 8. Under the same terms and conditions as set forth above for payroll deduction of Union dues, the Company agrees to provide payroll deductions for COPE (Committee On Political Education) for any employee covered by this Agreement.

ARTICLE 14 PICKET LINES

Section 1. Employees whose work requires that they gain access to a customer's premises agree to cross picket lines if necessary to accomplish their assigned work unless the employee can demonstrate that s/he has a reasonable fear of imminent bodily harm if she/he attempts to cross the picket line.

Section 2. Any employee whose normal place of work is being picketed will report to work via an entrance designated by the Company as an "employee only" entrance,

ARTICLE 15 WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that this Agreement therefore constitutes the entire Agreement between the parties hereto. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Appendix A – Benefit Rate Schedule
CWA 3680A
Fayetteville, NC

Fayetteville Retail Sales Center
Benefit Rate Tables

Benefit Rate Schedules	Current	11-16-11	11-16-12	11-16-13
FV01 Commercial Clerk	\$15.41	\$15.41	\$15.41	\$15.41
FV1A Commercial Clerk	\$15.41	\$15.41	\$15.41	\$15.41
FV1B Commercial Clerk	\$12.75	\$12.75	\$12.75	\$12.75
FV03 Consumer Solutions Representative	\$18.74	\$18.74	\$18.74	\$18.74
FV3A Consumer Solutions Representative	\$18.74	\$18.74	\$18.74	\$18.74
FV3B Consumer Solutions Representative	\$12.75	\$12.75	\$12.75	\$12.75
FV02 Teller	\$17.63	\$17.85	\$18.07	\$18.43
FV05 Senior Retail Sales Consultant	\$16.11	\$16.31	\$16.51	\$16.84
FV5A Senior Retail Sales Consultant	\$16.11	\$16.31	\$16.51	\$16.84
FV5B Retail Sales Consultant	\$13.36	\$13.53	\$13.70	\$13.97
TE01 Head Teller	\$17.64	\$17.86	\$18.08	\$18.44

In the event the Commercial Clerk and/or the Consumer Solutions Representative job title is populated during the term of this agreement, the Company agrees to meet and confer with the Union regarding the Benefit Rate Tables for these job title(s).

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