

AGREEMENT

Between

CENTURYTEL OF OHIO, INC.

and

COMMUNICATIONS WORKERS OF AMERICA



APRIL 1, 2019 - MARCH 31, 2022

CENTURYTEL OF OHIO, INC.
LABOR AGREEMENT
EFFECTIVE April 1, **2019**
THROUGH March 31, **2022**

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Between

CENTURYTEL OF OHIO, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

This is an agreement made by CENTURYTEL OF OHIO, INC., d/b/a CenturyLink its successors and assigns, (hereinafter called the "Company"), and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the "Union"), as of **April 1, 2019**.

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ARTICLE I
RECOGNITION OF THE UNION

- 1.1 The Ohio Federation of Telephone Workers, Inc., having been duly certified on October 11, 1944, by the National Labor Relations Board as the exclusive bargaining representative of all nonsupervisory employees of the Company, the Union, being a successor to said Federation, is hereby recognized by the Company as the exclusive bargaining representative of all the Company's nonsupervisory employees, excluding any confidential secretaries as defined in the National Labor Relations Act, as amended, and excluding supervisory employees as defined in the National Labor Relations Act, as amended, with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively to recommend such action.
- 1.2 The Company recognizes the Union as the sole and exclusive bargaining representative of all employees in the unit described above for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.3 The Company acknowledges a policy that management employees will not perform substantial productive work of the same type as normally assigned to bargaining unit employees covered by this Agreement. It is understood, however, that it is a function of management to perform productive work under conditions of emergencies, enforcement of safety practices, inspection of work completed by bargaining unit employees, work incidental to the training of employees or to management duties, and work as may be required to meet the demands of service when a qualified employee is not available or cannot be assigned with reasonable dispatch.
- 1.4 **The following job titles and all references have been eliminated from this Agreement effective 04/01/19. It is understood that should the job titles/work be reinstated within the CWA 4370 territory covered by this agreement,**

all language and references from the 4/1/2016 through 3/31/2019 Agreement will apply:

**Engineering Assistant
Clerk
Customer Care Associate
Messenger
Supplyperson
Custodians**

ARTICLE II DEFINITIONS

- 2.1 The following definitions shall apply to all uses of the following terms in this contract.
- 2.2 "Employee" means any person for whom the Union is by Section 1.1 recognized as bargaining agent.
- 2.3 A "regular employee" is an employee, other than an occasional employee, whose employment has continued for six (6) months. Regular employees are further classified as "full-time" or "part-time" employees.
- 2.4 A "probationary employee" is an employee, other than an occasional employee, whose employment has not continued for six (6) months. Probationary employees may resign or be terminated without cause or notice and without access to Article XI. Probationary employees are further classified as "full-time" or "part-time" employees.
- 2.5 An "occasional employee" is one who is engaged for a period intended and expected to be of limited duration. Uses of occasional employees include substituting for other employees who are ill or on PTO or on excused absence, and performing work expected to be of less than three weeks duration. No person may remain in the status of occasional employee (1) for more than 90 work days while serving as a substitute for any regular or temporary employees in a calendar year or (2) for more than

three consecutive weeks while not serving as a substitute for a regular or temporary employee. An occasional employee may subsequently be re-engaged as either an occasional employee or a probationary employee.

- a. An "occasional summer employee" is a person who is engaged for a period of time not to exceed 120 work days in any one year. Uses of occasional summer employees include substituting for other employees who are ill or on PTO or on excused absence. They may also be used to augment the regular force during this period of time. It is further understood that occasional summer employees are students intending to attend institutions of higher learning during the balance of the year and that they are not engaged to replace any regular employee or probationary employee. The Company will limit its use of summer occasional employees to first line jobs unless no regular employee desires to fill an opening in a higher job category or an abnormal number of employees are required to work on an unusual condition or task in such higher category. The Union will be notified of any use of such employees in non-first line jobs.
- 2.6 A "temporary employee" is an employee engaged for a specific project or a limited period, up to a maximum of twelve (12) months with a definite understanding that their employment is to terminate upon completion of the project or at the end of the period. Any period in excess of twelve (12) months must be mutually agreed to by the Union and the Company. "Temporary employees" will not be eligible for the layoff/transfer rights of Article XXI, or the benefits under Article XVII, XVIII, and XIX.
 - 2.7 A "full-time employee" is a regular or temporary employee who normally works a full-time workweek or who works less than a full-time workweek but is paid a full-time wage.
 - 2.8 A "part-time employee" is a regular or temporary employee who normally works thirty (30) hours or less.
 - 2.9 The "basic wage rate" of an employee is the rate to be paid to him pursuant to Article XIII, exclusive of any additional pay for

- (a) shift differentials, (b) overtime, (c) holidays, and (d) work on Sunday.
- 2.10 "Credited service" and "net credited service" are defined in Article XII.
- 2.11 "Seniority" is measured by net credited service.
- 2.12 "Grievance" means any dispute, disagreement or difference that arises during the term of the agreement between the Company and an employee or group of employees or the Union concerning employees' rights or the Company's obligations as regards rates of pay, wages or hours of work or other working conditions.
- 2.13 A "grievant" is an employee who invokes the grievance procedure provided in Article X.
- 2.14 "Resigned" applies when an employee's services are terminated of his/her own volition, prior to retirement.
- 2.15 "Laid off" applies when an employee's services are terminated because there is not sufficient work to warrant retention of his/her services.
- 2.16 "Discharged" applies when the Company elects to terminate a probationary employee or terminates a regular employee when the employee's services are not satisfactory, or for other cause.
- 2.17 A "holiday" is any of the days prescribed in Article XVI.
- 2.18 "Calendar year" means a period of twelve (12) months beginning on January 1 and ending on the next succeeding December 31.
- 2.19 A "service week" is a period of seven (7) consecutive days beginning and ending at midnight on successive Saturdays.
- 2.20 A "service day" is a period of twenty four (24) hours beginning and ending at midnight on successive days.

**ARTICLE III
RIGHTS OF THE COMPANY**

- 3.1 The management of the Company, the direction and control of its property and operations, and the assignment, direction, composition and determination of the size of its working forces belong to and reside in the Company, except as otherwise specifically limited in this Agreement. The Company shall have the right to exercise full control and discipline in the interests of proper service, production, and the conduct of its business, subject, however, to the right of an employee to present a grievance as herein defined and provided for.
- 3.2 Contracting Work. Parties have discussed both the Company's need to contract out work and the concern of employees about the potential effects on them. The Company has stated their intent is not to subterfuge the Union in using contractors to supplement the bargaining unit while members are laid off.

The Company may contract bargaining unit work provided that such contracting shall not result in the layoff or part-timing of regular full-time employees who have historically performed that work.

- 3.3 Transfer of Work. The Company may transfer bargaining unit work to employees at any other Company location for bona fide business reasons.

**ARTICLE IV
CONFERENCE TIME**

- 4.1 Prior to commencement of formal collective bargaining, the Parties shall mutually agree to the terms of payment for time spent in collective bargaining by employees who are authorized Union representatives on the Union's bargaining team, the number of such representatives who shall be paid, the payment of joint Union-Company conference facilities utilized for collective bargaining and other matters related to collective bargaining. The Company shall excuse a maximum of three (3) employees for the purpose of collective bargaining.

ARTICLE V
STRIKES, LOCKOUTS, ETC.

- 5.1 It is understood that the grievance/arbitration procedure is intended as the sole and exclusive means of settling all disputes between the Company and its employees or the Union. Therefore, the Company agrees that during the life of this contract there shall be no lockouts and the Union, on behalf of the employees, agrees that during the life of this contract there shall be no strikes, slow-downs, work stoppages, or any other form of collective action designed to impede any of the Company's operations.

“Stoppage of work” shall include sickouts and picketing of any type, or any other disruption or restriction of work. This specifically includes “sympathy” strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management. However, nothing in this Section 5.1 shall prevent the union from engaging in informational picketing or other publicity for purposes of 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.

- 5.2 The Union shall utilize every reasonable means at its disposal to bring an end to any violations of Section 5.1 committed by its members acting without Union authorization and, in that event, shall be immune from liability for their actions. However, it is understood that the Union may sanction a strike to compel the Company to arbitrate if the Company refuses to arbitrate over an arbitrable dispute.
- 5.3 Any state or federal court may grant injunctive and any other appropriate relief in any case of a refusal to utilize the grievance/arbitration procedure, a refusal to abide by an arbitrator's decision, or any violation of the foregoing sections of Article V.

- 5.4 Any employee engaging in any activity in violation of Section 5.1 shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

ARTICLE VI INDEPENDENCE OF ACTION

- 6.1 No Union representative shall be discriminated against by the Company because of anything truthfully said or lawfully done in connection with his/her official duties as a Union representative, nor shall any Company representative be discriminated against by any member of the Union because of anything truthfully said or lawfully done in connection with the conduct of his/her official duties as a Company representative.
- 6.2 Union representatives, in connection with their duties as such, shall be free to pursue any course of action which in their judgment is most desirable in handling matters referred to them by their constituents.
- 6.3 Union officers shall notify their supervisor before leaving work to attend employee complaint matters and shall not involve other employees without the permission of such employee's supervisor. Such permission shall be granted within a reasonable time following the request and the officers shall limit their departures to a reasonable time. Union stewards will secure the prior permission of their supervisor before ceasing work to attend employee complaint matters and such permission shall be granted within a reasonable time.
- 6.4 During any investigations of alleged misconduct which could lead to disciplinary action, any employee being questioned shall have the right to the presence of one fellow employee witness who shall have no right to advise or otherwise participate in such proceedings.

After the Company has decided to impose discipline upon any member of the Bargaining Unit, it shall notify the Union which shall have the right to have a representative present when the employee is informed of the nature of the disciplinary action.

6.5 In order to administer the provisions of Section 6.4 the following shall be used:

1. Verbal Reprimand. The employee has the right to select a Union representative to be present at the reprimand. Such representative has the right to speak for and on the behalf of the employee. It is understood that such representation may be waived by the employee.
2. Written Reprimand. A Union representative shall be present when such reprimand is given. It is understood that such representation may be waived by the employee. A copy of the written reprimand shall be sent to the local president.
3. Final Written Warning. A Union representative shall be present when such reprimand is given. It is understood that such representation may be waived by the employee. A copy of the written reprimand shall be sent to the local president.
4. Suspension, Termination. The local president shall be notified and shall determine who shall represent the Union at such meetings. A copy of the suspension/termination letter shall be sent to the local president. A copy of the personnel report shall be sent to the local president upon request.

The Company is not required to go through any specific number of steps or in any particular order. Discipline will be administered according to the severity of the infraction.

6.6 Article VI shall not be construed to diminish any other portion of this Agreement.

- 6.7 The Union agrees to indemnify and hold harmless the Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any reasonable attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment), arising from the application and enforcement of any section of Articles VII or VIII.
- 6.8 Each newly hired employee and each employee new to the bargaining unit will be introduced to the Local President and/or their designee at the initial orientation given to new employees by the Company. The purpose of this meeting is to give the employee the local labor agreement and any other material that pertains to their rights as a bargaining unit employee.

ARTICLE VII UNION SECURITY

- 7.1 All employees who are members of the Union on the effective date of this contract and all employees who become members of the Union after May 1, 1972, shall as a condition of employment tender uniform monthly dues to the Union.
- 7.2 All new employees, except occasional and occasional summer employees, hired after May 1, 1972, shall as a condition of employment, within 30 days after such employment, tender uniform monthly dues to the Union.

ARTICLE VIII CHECK-OFF OF DUES

- 8.1 The Company, for each employee specified in Article VII shall deduct from wages payable to such employee, Union dues of each such employee, subject to the conditions of this Article VIII.

The Company's obligations under this Article VIII, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or

termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues checkoff obligation.

8.2 Such deductions shall be made from the pay of all employees covered by the terms of this Agreement who have signed and dated a form of "check-off authorization" set forth in any previous agreement between the Company and the Union and who have not canceled such authorization. If any employee has signed two or more forms of "check-off authorization", the form last signed shall control.

8.3 No such deduction shall be made from the pay of any employee hired after the effective date of this agreement unless and until that employee has signed and dated, and employee or the Union has delivered to the Company, a written authorization in the form specified **by the Union.**

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8.4 The amount of Union dues to be deducted from each employee who meets the above requirements shall be certified by the Union to the Company by the Secretary-Treasurer of the Union.

8.5 All sums checked off from employees' wages pursuant to this Article VIII shall be remitted monthly by the Company to the Secretary-Treasurer of the Union, or to any person whom the employee shall designate, or heretofore has designated, as his/her agent for the purpose of receiving such withheld dues, by an instrument signed by the employee and delivered to the Company.

ARTICLE IX BULLETIN BOARDS

9.1 The Company will provide in places accessible to employees, sufficient and suitable bulletin boards for the exclusive use of the Union for the purpose of posting notices of Union business, meetings, elections, etc. Material posted on such bulletin boards shall not contain anything derogatory to the Company or any of

its employees. The Union will be responsible for removing outdated bulletins and will keep bulletin boards neat in appearance.

ARTICLE X GRIEVANCE PROCEDURE

- 10.1 A grievance is a complaint filed during the term of the agreement by an employee or group of employees for whom the Union is the bargaining agent, involving the interpretation or application of any provisions of this Agreement. The following procedure shall not prevent the parties from attempting to resolve matters of concern by informal efforts.

Grievances shall be disposed of in accordance with the following procedure. The term "grievance date" shall be the day (1) the facts giving rise to the grievance occurred, or (2) the date they became known or reasonably should have become known to the grievant, whichever is later.

Each grievance shall briefly describe in substance the specific matters complained of in sufficient detail that dates, time(s), and the nature of the circumstances causing the grievance can be readily identified. The names and locations of employees concerned shall also be given where the grievance relates to specific employees as to a general complaint. There shall also be a statement as to the specific section(s) of this Agreement believed to have been violated or misinterpreted and the desired remedy.

Step One. The Steward and Chief Steward shall present the involved Supervisor, or their designee, with a written grievance within ten (10) working days following the grievance date. The Supervisor or designee and Steward(s) shall meet within five (5) work days following the Union's demand for a meeting. The Grievant may also accompany the Union to the meeting. The Company shall respond in writing to the Local Union President within five (5) work days following such meeting.

Step Two. If the Union is not satisfied with the Company's Step One response and desires to continue the grievance, the Local Union President shall so inform the Area Operations Manager and/or Labor Relations Manager, or their designee, by filing a written step two grievance which includes the dates, times and nature of the circumstances causing the grievance, and the specific sections of this agreement believed to have been violated within five (5) work days following receipt of the Company's Step One response. The Local President and the Vice President, or their designee, and the Area Operations Manager and/or the Labor Relations Manager, or their designee, shall meet within five (5) work days following the aforesaid notification. This meeting may, by mutual consent, be held via telephone. The Area Operations Manager and/or Labor Relations Manager shall give the Company's Step Two response within ten (10) work days following such meeting to the local Union President. If the union is dissatisfied with the Company's response and desires to arbitrate the matter, the Union shall appeal to arbitration by following the procedures in Section 11.1.

- 10.2 The time limits specified in Section 10.1 are mandatory unless extended by mutual agreement of the Union and the Company in writing. Any failure to observe the time limits by the Union or grievant shall result in the grievance being totally extinguished and deemed never to have existed. Any failure to observe time limits by the Company shall result in the grievance automatically advancing to the next step of the Grievance Procedure. It is the intent of the parties to process grievances expeditiously and in good faith.
- 10.3 If at the conclusion of the processing of any grievance under Article X it is determined that the transfer, demotion, suspension or discharge of a grievant was improper and unwarranted under this contract, the grievant's record shall be cleared of the charges made by the Company against him. Also, in such case, the grievant shall be reimbursed for any loss of wages sustained by him. If a grievant goes to arbitration under Article XI, the arbitrator shall determine to what extent the foregoing provisions of this Section 10.3 shall apply.

- 10.4 With mutual agreement, a mediator will be utilized to hear grievances that are not resolved during the second step of the grievance procedure. The mediation hearing will be at a mutually agreed to location. The expense of the mediation and other expenses mutually agreed upon in advance shall be shared equally by the Company and the Union. The mediator's opinion will not be binding.
- 10.5 Company may from time to time establish, change and/or withdraw such work and safety policies and rules which shall not be unreasonable or inconsistent with any provision of this Agreement. 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 law. Any disputes shall be resolved through the Grievance Procedure, with the Union to file at Step Two. The grievance must be filed no later than fourteen (14) calendar days after the implementation date.
- 10.6 Reasonable time shall be granted the grievant and grievance committee for the adjustment of grievances on Company time.
- 10.7 When any grievance affecting a group of employees has been disposed of under this grievance/arbitration procedure, neither Company nor Union shall be required to consider the grievance of any other individual member of subgroup of the affected group as to any of the issues presented in the original grievance.

ARTICLE XI ARBITRATION OF GRIEVANCES

- 11.1 The grievance/arbitration procedure is intended for the sole and exclusive use of employees and the Union. The Union may request arbitration of any grievance filed during the term of the agreement which is not resolved to its satisfaction through the grievance procedure and with mutual agreement the parties may submit multiple grievances to the same arbitrator. The Union shall request arbitration by submitting a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principle residence in Ohio, Kentucky and

Indiana to the Federal Mediation & Conciliation Service, with a simultaneous copy to Labor Relations, within twenty-five (25) calendar days of the Step 2 answer (or any default in answering) or upon the conclusion of mediation.

- 11.2 Upon receipt of the panel of arbitrators from the Federal Mediation & Conciliation Service, the Union shall contact the Company within two (2) weeks to endeavor to agree upon an arbitrator. If the parties are unable to do so or either party prefers to strike a name, then the moving party shall strike the first name. The parties will alternately strike names from the list, with the moving party striking the first name, until one name remains and he/she shall serve as arbitrator. With mutual agreement, the parties may submit multiple grievances to the same arbitrator.
- 11.3 Each party shall bear the expense (including any attorneys' fees or related costs) of preparing and presenting its own case to the arbitrator so selected or appointed. Either party may require that an official record 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 (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties. The expense of the arbitrator, and other expenses mutually agreed upon in advance, shall be borne equally by the Company and the Union.
- 11.4 The arbitrator so selected or appointed shall hear the arbitration proceeding within forty-five (45) days after his/her appointment. A decision of the arbitrator shall be final and binding upon the Company, the Union, and the grievant. The Arbitrator shall have no power to alter, amend, annul, or disregard any of the terms or provisions of this Agreement.
- 11.5 The time limitations set forth in this Article shall be strictly observed, unless such limitations are waived in writing signed by representatives of the Company and the Union, respectively.

- 11.6 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) or for 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 XII CREDITED SERVICE

- 12.1 An employee's length of "credited service" begins when employee last commenced to work for the Company. The order of seniority of employees having the same date of hire will be determined by such employees' date of application for employment with the Company. The first to apply will be the most senior, etc.
- 12.2 Only regular employees have credited service. However, when a new hire successfully completes the probationary period, thus becoming a regular employee, he or she is given credit for his/her service retroactively from the date when he or she last commenced to work for the Company.
- 12.3 No service is credited to an employee:
- (1) While the employee is an occasional employee, nor until, having been employed as an occasional employee, the employee is discharged as such and is subsequently re-engaged as, and starts to work as, a temporary employee.

- (2) During any period while the employee is suspended.
 - (3) After the first twelve (12) months of any layoff.
 - (4) During that portion of an excused absence after the first ninety (90) days thereof.
- 12.4 An employee's length of credited service and employment terminates:
- (1) When the employee resigns, retires or is discharged.
 - (2) Twelve (12) months after the employee is laid off, without being recalled to any position other than a temporary position of ninety (90) days or less duration, in the meantime.
 - (3) For employees on leaves of absence from work for more than the maximum period allowed for that type of leave or failure to report for duty on the first scheduled workday following the leave without advance permission for a delayed reporting date;
 - (4) Failure to notify the Company as specified in Section 21.4.
- 12.5 The "net credited service" of an employee means employee's credited service reduced fractionally for all periods, if any, during which employee worked as a part-time employee. (Thus, the net credited service of an employee who has always been scheduled on a full-time basis will not be reduced, but will be equal to employee's credited service.) The reduction for any such period shall be in proportion to the difference between the number of normally scheduled hours per week and the number of normally scheduled hours of full-time employees in the same department during the same period. (Example: Employee A was scheduled to work five (5) hours per day, five (5) days per week, for a period of 24 weeks. During that period the full-time employees in the same department were scheduled to work 40 hours per week. The difference in scheduled hours per week

was, therefore, 40 minus 25, or 15. A's credited service of 24 weeks is reduced by 15-fortieths, or three-eighths, giving him a net credited service for the period of 15 weeks.) If a part-time employee is scheduled to work no hours in any service week, the entire week's time shall be deducted from his/her credited service in computing his/her net credited service.

- 12.6 The term "in-job service" applies only to an employee who is paid under a wage-progression schedule. It is the sum of the employee's credited service (if any) plus the amount of wage-guide service credit allowed by the Company on account of a prior period or periods of employment by the Company or by any other employer in the same or a closely similar kind of work. The amount of such credit, if any, shall be in the Company's discretion, but will not exceed the total of the employee's aforesaid prior period or periods of employment. The Company shall determine the amount of wage-guide service credit, if any, to be allowed at the time the employee completes the probationary period.
- 12.7 An employee who transfers to a job in the Bargaining Unit less than one (1) year after transferring out of the Bargaining Unit will be re-credited with the credited service which employee had at the time of employee's transfer out of the Bargaining Unit.
- 12.8 An employee who transfers to a job in the Bargaining Unit more than one (1) year after transferring out of the Bargaining Unit or an employee who was never in the Bargaining Unit (1) will during the first year after such transfer into the Bargaining Unit have credited service only from the date of transfer into the Bargaining Unit, and (2) will at the end of such first year be re-credited with the length of credited service which employee had at the time of employee's transfer out of the Bargaining Unit.
- 12.9 For the purposes of Section 12.6 (in-job service and wage progression) and Article XVIII (Paid Time Off), and Section 19.1 (Insurance Benefits), an employee's length of credited service includes employee's length of continuous service in a position outside the Bargaining Unit, if employee shall have transferred to a job in the Bargaining Unit.

ARTICLE XIII
BASIC WAGE RATES

- 13.1 "Wage Schedule Service" means a period of service upon which the employee's wage progression is based. The wage schedule service of an employee may be less than, equal to, or greater than the employee's actual period of service with the Company.
- 13.2 An employee shall suffer no loss in wage schedule service or the appropriate rate for such service except as follows:
- A. Voluntary transfer to lower rated title.
 - B. Demotions in lieu of lay-off.
 - C. Demotions for cause.
 - D. Job transfer for health reasons.

In the event of a demotion in lieu of lay-off resulting in a loss in the wage rate, the reduction in the employee's wage rate will be made by an initial reduction of twenty-five percent (25%) and then an additional reduction of twenty-five (25%) each in three (3) increments over a nine (9) month period until the appropriate wage rate is reached.

- 13.3 When an employee transfers jobs, his/her position in the wage progression schedule for the new job shall be the rate in the new **title** equal to or higher than his/her present rate plus the next step in progression, and shall not be determined by his/her full credited service with the Company.
- 13.4 An employee's previous experience in the type of work they are being employed, may be given reasonable credit for such experience in establishing their rate of pay.
- 13.5 The Company agrees to grant scheduled wage increases specified in their appropriate schedules in accordance with the time intervals and amounts provided in such schedules, subject to the following conditions:

- 1) Wage progression/step increases will be effective based on the service anniversary date for active, full time employees and based on date last given for part time employees after the part time employee has worked 1,040 hours.
- 2) Annual wage increases will be effective the first day of the pay period closest to the effective date of the increase.

ARTICLE XIV SCHEDULING OF TIME

- 14.1 The normal work day shall be eight (8) pre-scheduled hours.
- 14.2 The normal work week shall be five (5) pre-scheduled tours within a service week.
- 14.3 The Company and the Union may by mutual agreement establish a four (4) day - ten (10) hour tour. The tour will not be subject to overtime for the hours worked in excess of eight (8) in one day. Hours worked in excess of ten (10) in one (1) day or forty (40) in one (1) week will be paid at the applicable overtime rate. Two (2) of the three scheduled days off in the week the employee works for (4) ten (10) hour days will be scheduled consecutively. Weeks which include any Company fixed holiday will be worked as five (5) eight (8) hour days.
- 14.4 Every employee shall be advised of his/her scheduled tours for each service week before 4:00 p.m. on Thursday of the preceding week. When not so advised, an employee's schedule for any service week shall be the same as his/her schedule for the preceding service week. This advance-notice provision shall not apply with respect to any employee who was on an excused absence or layoff or was not in the employ of the Company at the above-prescribed deadline for notification.
- 14.5 During each week in which a holiday falls on any day other than Sunday, the schedule of every employee shall be arranged to include the holiday as one of employee's scheduled tours, of whatever number of hours employee would normally have been scheduled for on such day if it had not been a holiday.

Employees who can be spared without detriment to the Company's service shall be excused from duty upon holidays.

- 14.6 It is the function of the Company to determine when overtime shall be worked.

ARTICLE XV PAY FOR TIME WORKED

- 15.1 Employees shall be paid a night-tour differential of ninety cents (\$.90) per hour for all scheduled time worked during the hours of **8:00** p.m. to 6:00 a.m.

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

- a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday.
- b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek.
- c) All hours worked on Sundays.
- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 15.

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

- Scheduled PTO and personal holidays;
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a Sunday;
- Paid union time off for joint meetings with the Company.

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

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

15.3 Employees will be paid at double time rates for all hours worked in excess of fifty-six (56) hours per week. The following hours will be considered as hours worked for the computation of double time.

- All hours worked;
- Scheduled PTO and personal holidays;
- Non worked hours on a recognized holiday;
- All hours worked on Sunday;
- Paid time off for joint meetings with the Company;
- All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 15.

Effective 01/01/2020, double time will be eliminated from the agreement.

15.4 Employees assigned to "Stand By" are required to be available for emergency or special circumstances. Stand By shall first be offered on a voluntary basis by job **title**. In the absence of volunteers, management will rotate Stand By among the qualified employees in inverse order of seniority. If two or more employees volunteer, such Stand By shall be rotated among the volunteers. A Stand By schedule may be posted for each job **title** with as much advance notice as possible. **This program does not lessen the responsibility of all employees to accept normal callouts.**

15.4.1 If Stand By assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade days or weeks with another employee, subject to supervisory approval. Any trading arrangements will be the responsibility of the employee and are subject to supervisory review and approval.

15.4.2 It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums, or overtime provisions of the Collective Bargaining Agreement.

15.4.3 Employees who participate in Stand By schedules shall be compensated as follows:

Twenty-seven dollars (\$27.00) for a scheduled service day

Thirty-five dollars (\$35.00) for a nonscheduled service day

Forty-five dollars (\$45.00) for a holiday

Employees assigned to such duty must be available and accessible during the term of the assignment in order to receive this compensation. Contact with the employee will be by telephone. Employees will be required to respond promptly when they are contacted. Employees on Stand By must remain "fit-to-work" while they are assigned to Stand By.

- 15.4.4 If an employee on Stand By is called to perform work, he/she will receive at least the applicable minimum payment for the first "call-out" each day, in addition to the Stand By pay. Compensation beyond the first "call out" each day will be based on actual hours worked.
- 15.4.5 The use of this Stand By plan does not supersede normal call-out procedures if additional employees are required to work.
- 15.5 An employee who is called out to work overtime shall be paid for not less than two (2) hours of overtime, provided such overtime does not continue to the beginning of a scheduled hour or does not immediately follow a scheduled hour. For Safety purposes, any employee who responds to a call out continued past midnight shall, at the employee's request, be allowed a rest period of up to one (1) hour for each hour or portion thereof the employee works past midnight.
- 15.6 In addition to holiday pay as provided in Article XVI, an employee who works on a holiday will receive pay at the overtime rate.
- 15.7 The same time shall not be counted and paid for more than once as premium time under any two (2) or more provisions of this Article XV.

**ARTICLE XVI
HOLIDAY PAY**

- 16.1 The legal holidays within the meaning of this Agreement shall be:

New Year's Day	Thanksgiving Friday
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Personal Holidays (4)
Thanksgiving Day	

A holiday which falls on Sunday will be observed on the succeeding Monday only. A holiday falling on Saturday, may, at the Company's option, be observed on the preceding Friday.

- 16.2 All regular, probationary and temporary employees shall be paid at their basic wage rate for their scheduled tours on each holiday whether they work or are excused. If such regular or temporary employee works, he or she shall also be paid under Article XV. Occasional and summer occasional employees shall receive no pay for a holiday not worked but shall receive one and one half (1-1/2) times their basic hourly rate for all time actually worked on a holiday.
- 16.3 Employees failing to work as scheduled on a holiday shall not be entitled to the above holiday credit unless a reason satisfactory to the Company is given by the employee for such failure. Employees failing to work as scheduled on either of the scheduled work days which immediately precede or follow the holiday shall not be entitled to the above holiday credit unless a reason, satisfactory to the Company, is given by the employee for such failure, or unless they actually work the holiday.
- 16.4 An employee may select four (4) days each calendar year as "Personal Holidays". Personal Holidays will only be credited to employees who have successfully completed the probationary period. The days need not be the same each year. Beginning January 2 and concluding on January 12, employees shall be polled in order of seniority for selection of their personal holidays within the calendar year. After January 12, personal holiday selections shall be on a first-come, first-served basis and seniority will not prevail. After the initial selection process, the employee must submit a request for each personal holiday(s) to his/her immediate supervisor (outside the Bargaining Unit) no later than the day before the day he or she wishes to take personal holiday(s). Any personal holiday(s) not selected prior to October 1st will be assigned by the Company. Personal holidays are scheduled after the annual PTO selection has taken place. Personal holidays may not be scheduled on days where the maximum number of employees allowed off on PTO has already been met unless it is approved by the employee's supervisor.

- (1) Premium Pay days may not be selected.
- (2) The Company will make a reasonable effort to grant the employee's selection, but service requirements of the Company shall prevail.
- (3) Once the selection process has been completed, an employee(s) day(s) shall not be changed except by mutual agreement between the Company and the affected employee.

*In the first year of employment, employees hired between January 1 and June 30 will be granted three (3) personal holidays; employees hired between July 1 and September 30 will be granted two (2) personal holidays; employees hired between October 1 and December 1 will be granted one (1) personal holiday.

- 16.5 With supervisor approval, a personal holiday may be taken and considered excused on any day during the calendar year except on another holiday. The supervisor will consider each request on a case by case basis. A personal holiday shall not be counted as an unexcused absence if it is an immediate emergency. An immediate emergency is defined as a serious health condition of a family member or an unexpected situation regarding safety or property damage.
- 16.6 Employees may not carry over personal holidays from one year to another. Any unused personal holidays at the end of the calendar year will be forfeited. In addition, employees who leave the Company for any reason prior to taking their personal holidays will forfeit their unused holidays.

ARTICLE XVII **WORKERS COMPENSATION**

- 17.1 The Company will provide all Worker's Compensation benefits required by statute to an employee who sustains an on-the-job injury.
- 17.2 For employees hired or re-hired into this bargaining unit before 1/1/17 the Company will provide an employee a salary continuation benefit (called **Supplemental Worker's Compensation Pay or SWCP**) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

For employees hired, re-hired or transferred into this bargaining unit on or after 1/1/17, the Company will provide an employee a salary continuation benefit (called **Supplemental Worker's Compensation Pay or SWCP**) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

For eligible employees who have completed one year of service, 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. **Employees with less than one year of completed service are not eligible for SWCP.**

- 17.3 An employee is never entitled to more than 85%**70%** of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both **SWCP** salary continuation and Worker's Compensation benefit payments in excess of 85%**70%** 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.

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

**ARTICLE XVIII
PAID TIME OFF (PTO)**

18.1 Purpose of the Plan

PTO/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. The employee must use all available PTO/personal holiday hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In that case, the employee will have the opportunity to elect whether to take PTO/personal holiday hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available PTO/personal holiday hours, those hours for which PTO/personal holiday is not available shall be non-paid. PTO/personal holiday hours will fall under two categories, either scheduled or unscheduled time.

18.1.1 Scheduled PTO/personal holidays are those hours selected by the employee in accordance with the PTO/personal holiday selection process or hours requested by the employee and approved by management. Scheduled PTO/personal holiday hours are included as part of the standard work week for overtime purposes.

18.1.2 Unscheduled PTO/personal holiday are those hours that are not pre-scheduled and are requested by the employee and not approved by management. Unscheduled PTO/ personal holiday taken by an employee for pay purposes only shall result in an employee receiving an occurrence/tardy against their attendance according to the attendance policy. Unscheduled PTO/personal holiday hours are not

included as part of the standard work week for overtime purposes.

18.2 Eligibility

Each Regular Full Time Employee or Regular Part Time Employee working at least 20 hours a week.

18.3 Rate of Pay for Paid Time Off

PTO shall be paid at 100% of the Employee's current regular straight-time hourly rate at the time the PTO is taken.

18.4 Accrual Schedule

Regular Full Time Employees

Years of Service	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+
Pay Period Accrual	4.62	6.16	6.93	7.70	8.47	9.24
Annual Accrual	120	160	180	200	220	240
Maximum Paid Time Off Balance	160	200	220	240	260	280

Regular Part Time Employees

Years of Service	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+
Pay Period Accrual	2.31	3.08	3.47	3.85	4.24	4.62
Annual Accrual	60	80	90	100	110	120
Maximum Paid Time Off Balance	80	100	110	120	130	140

18.4.1 Employees begin their higher accrual rate during the pay period following their continuous service anniversary date (e.g.: 5 years, 10 years, 15 years, 20 years, 25 years).

18.4.2 Once an employee reaches their maximum balance, accrual of additional hours is suspended until the employee uses PTO and the balance is reduced below the maximum balance.

18.4.3 Accrued hours may be used in the pay period in which they are accrued.

18.4.4 Employees will accrue PTO for any pay period in which they receive all or a portion of pay for the entire pay period (e.g.: regular work hours, PTO or Short Term Disability (STD)). PTO will not accrue for any full pay period during which the employee is on an unpaid leave for the entire pay period, layoff status, or receiving benefits under the Long Term Disability (LTD) Plan.

18.4.5 December 31, 2014, a one time banked PTO option will be available – Employees will be allowed to bank all unused/accrued PTO over 40 hours as of December 31st. Any PTO over 40 hours not banked or used will be lost.

- a. Banked PTO will be paid out upon termination/retirement.
- b. Banked PTO can be used if the employee's current PTO is exhausted.
- c. Using banked PTO shall not take precedence over the current year's vacation schedule.

18.4.6 Effective January 1, 2015 - Employees will be allowed to carryover up to 40 hours of unused PTO. Any unused hours over 40 will not be available after December 31st of the current year.

18.4.7 Employees may use up to 80 hours of PTO before the hours are accrued. If an employee terminates for any reason, any PTO that has been used but has not been accrued will be taken out of their final paycheck.

18.5 Scheduling PTO

Eligible employees may be granted scheduled PTO accruals to begin at any time during the year, with specific considerations being given to:

- (a) Minimum interference with the Company's business; and

(b) Bargaining Unit seniority.

18.5.1 Bargaining Unit seniority rights in the preferential scheduling of personal time off must be exercised prior to December 31st of each year. Employees shall be polled in order of seniority for selection of PTO. Once the selection has been made it cannot be changed prior to posting. Paid Time Off schedules shall be posted by each job **title** with the exception of the Clerk titles. Paid Time Off shall be taken on a work week basis, except for employees who have accrued less than one (1) week/forty (40) hours of PTO credit, or when the operating requirements of the Company necessitate shorter absence periods and such scheduling is mutually agreeable to the employee and the employee's supervisor.

Employees shall make their additional scheduled PTO requests at least fourteen (14) days prior to the beginning date of the requested time off. If conditions of the business allow, requests of less than fourteen (14) days will be considered.

18.5.2 Based on an employee's credited service the following procedure will be utilized to determine the amount of PTO they will be required to sign up for during the initial PTO schedule as referenced in 18.5.3.

Years of Service	Minimum	Maximum
0 thru 4 years	1 week	2 weeks
5 thru 9 years	1 week	3 weeks
10 thru 14 years	2 weeks	3 weeks
15 thru 19 years	2 weeks	4 weeks
20 thru 24 years	3 weeks	4 weeks
25+ years	3 weeks	5 weeks

18.5.3 The Company shall utilize the following formula to determine the number of employees in each **title** eligible for PTO at the same time.

# of Employees in Work Group	Full Weeks	Day at a Time/ Personal Holiday
0-10	1	1
11-20	2	1

Day at a time PTO and/or personal holidays may not be scheduled/taken on more than two consecutive days without supervisor approval.

The Company shall follow the aforesaid schedule unless unforeseeable situations beyond the Company's control require the presence of additional personnel in order to maintain service. Moreover, the foregoing shall not be construed to entitle an unreasonable percentage of employees in any specialty area to be on PTO at the same time. The PTO schedule shall be posted for signing November 1 and shall be removed December 31st. On or before January 15th, the final schedule shall be posted and no changes shall be made thereafter unless by mutual agreement. The limitations on specialty areas will be posted November 1 and the question of reasonableness shall be subject to the grievance/arbitration procedure.

18.6 Holidays Occurring During PTO

If a Holiday is observed under this agreement during an employee's scheduled PTO, the employee shall receive only the Holiday Pay for that day and that time shall not be charged against the employee's PTO accruals.

18.7 Disability During Scheduled PTO

If an employee is off work on scheduled PTO and suffers an unexpected disability, they are required to notify their immediate supervisor. Upon such notice, the supervisor will determine if disability pay is appropriate and adjust the employee's time sheet

as required. The remaining unused portion of the employee's PTO may be rescheduled to accommodate operating requirements as outlined in this Agreement.

18.8 Unscheduled PTO

PTO not scheduled pursuant to Article 18.5.2 may be used by an employee provided the request does not create scheduling problems or additional expense to the Company. Unscheduled PTO that is not approved by the supervisor will be counted as an occurrence under the attendance policy and will not count towards the daily or weekly overtime build.

18.8.1 Unscheduled PTO which is used for a personal illness or injury or the personal illness or injury of a family member may, at the Company's discretion, require a physician's verification of disability.

18.9 PTO Pay Upon Termination

All unused accrued PTO hours will be paid out at termination or upon retirement, except when an employee is terminated for just cause or resigns during an investigation into their misconduct. In the event of the death of an employee, all unused accrued PTO time shall be paid to the estate.

ARTICLE XIX HEALTH AND WELFARE

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

The Company will make available to employees, upon retirement, the same options for retiree health benefits as are offered to similarly-situated non-bargaining employees who retire from the Company. The retiree health benefits will be exclusively governed by the terms of the applicable plan(s).

The selection and administration of any plans to provide the coverage and benefits required by this Article shall be within the Company's exclusive control and sole discretion. The Company shall therefore have the unilateral right to make any changes which it deems necessary or desirable, including changes to establish, restore and/or maintain the most favorable qualification or treatment of the plan(s) under federal (or any applicable state) law. The selection of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion.

19.2 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.

ARTICLE XX
EXCUSED ABSENCES

20.1 Jury and Witness Duty

Any regular employee who has been lawfully summoned to report for jury service, or subpoenaed to appear as a witness in court, and who actually performs jury service, or appears as a witness, will be paid by the Company at employee's basic hourly straight time rate of pay for such regular time as employee is required to be absent from duty, (not to exceed eight (8) hours per day), provided that:

1. Such employee notifies his/her immediate supervisor (outside the Bargaining Unit) of the receipt of such summons on the employee's first scheduled work day following receipt of such summons or subpoena unless prevented from so doing by conditions beyond the employee's control - will be assigned or reassigned, to regular 8:00 a.m. to 5:00 p.m. Monday through Friday shifts for the period of such service.
2. Any such employee who on any day is excused from such jury or witness duty, at a time that will permit employee to return to work for a part of the day, shall communicate with their immediate supervisor (outside the Bargaining Unit) for such assignment as is reasonable under the circumstances.

This policy shall also apply to probationary employees, except that they shall not be entitled to any payment or reimbursement by the Company for any work time lost as a result of such service.

20.2 Bereavement Leave

A regular employee will be granted up to three (3) days excused absence with pay at employee's basic wage rate for any scheduled time lost within three (3) consecutive scheduled days, including the date of the funeral, in the event of the death of the employee's father, mother, spouse, domestic partner, son,

daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents or spouse's grandparents. The aforesaid relatives of an employee include those standing in any such relationship by adoption, and those for whom employee holds the right of legal guardianship. Moreover, the term **parents and siblings** will include step and foster. Bereavement leave benefits shall be for the purpose of allowing eligible employees paid time from work to grieve, assist in making arrangements and/or attend the funeral or services.

20.3 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 twelve (12) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available PTO/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

20.4 Military Leave

Employees on annual military leave shall be paid their basic hourly rate computed on the basis of a forty (40) hour work week or eight (8) hour day, less all pay received for such military service, for up to three (3) weeks per year (up to one hundred-twenty (120) hours). Employees who are to be gone for more than three (3) weeks during any one (1) year shall be allowed to use available PTO time, or shall be granted an unpaid leave of absence. All arrangements should be discussed with the Human Resource Manager as far in advance as possible.

20.5 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.

20.6 Disability Leave

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

20.7 General Rules Governing Leaves

The following rules shall apply to all leaves:

1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.
2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.
3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the

Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.

4. Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company's Leaves of Absence Policy.
5. The Company maintains the right to modify or amend the administration guidelines described in the Company's Leaves of Absence Policy at its discretion.

20.8 Union Leave

Leaves of absence for Union business **may** be granted without pay upon request of the Union, for a period not to exceed twelve (12) months, provided such request is made at least thirty (30) days prior to the effective date of the leave of absence. The period of such leave of absence shall be counted in determining such employee's seniority with the Union and accredited service with the Company except that during such leave, employee shall not be entitled to any PTO accrual.

20.8.1 When permitted by the carrier of the approved basic hospital-medical plan and when approved by the Company, the employee may arrange for direct billing of the premium for the approved basic hospital-medical plan at the group rates.

ARTICLE XXI LAYOFF, PART-TIMING, AND RECALL

21.1 No regular employee shall be laid off or placed involuntarily on a part-time or reduced work schedule while any temporary,

occasional or occasional summer employee is employed in the same department.

- 21.2 Whenever in the judgment of the Company there exists an occasion for any layoff, or part-timing, or both, involving regular employees, the Company shall provide written or electronic notification to the Union of the extent of the layoff, or part-timing, or both. This notification shall be given, whenever possible, at least twenty-one (21) calendar days prior to the effective date of the proposed action. The Company will confer upon request from the Union within seven (7) calendar days of its receipt of the notification, with respect to the method and plan to be employed in the layoff, part-timing or both.
- 21.3 In the event of a reduction, the least senior employee in the affected job **title** may relieve the least senior employee in any job **title** if he or she is more senior and is either qualified to immediately fill the position **with a maximum of 40 hours of refresher training and has held the job title** to which he or she transfers. The employee being displaced may then exercise the same privilege. Any employee who cannot or does not elect either to fill an available opening or to transfer as above provided, shall be laid off. If any employee transferred hereunder is unable to immediately perform the required work the employee will be laid off.
- 21.4 No new full time employee shall be hired until an opportunity shall have been afforded to laid-off employees, to the extent: Former employees who were laid off from the job **title(s)** involved within twelve (12) months prior to the time such addition to the work force is required and are qualified to immediately perform the work shall be recalled in order of seniority. Such recall shall be by notice sent to each such former employee at the employee's last known address by registered mail, return receipt requested. A former employee to whom such notice is sent shall, within five (5) days after the delivery of such notice to such last known address, inform the Company that the employee will report for duty pursuant to the recall, failing which the employee shall lose his/her right to the job and to further recall. Qualified shall have the meaning in Article 22.2.

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- 21.5 Regular bargaining unit employees having one (1) or more years of net credited service with the Company whose services are terminated because of a layoff or as a result of transfer of work shall be eligible to receive payment of a termination allowance in accordance with the following:

Years of Service	Termination Allowance	Years of Service	Termination Allowance
1	1 wk	16	16 wks
2	2 wk	17	17 wks
3	3 wks	18	18 wks
4	4 wks	19	19 wks
5	5 wks	20	20 wks
6	6 wks	21	21 wks
7	7 wks	22	22 wks
8	8 wks	23	23 wks
9	9 wks	24	24 wks
10	10 wks	25	25 wks
11	11 wks	26	26 wks
12	12 wks	27	27 wks
13	13 wks	28	28 wks
14	14 wks	29	29 wks
15	15 wks	30	30 wks

ARTICLE XXII JOB TRANSFERS

- 22.1 When a vacancy occurs in an existing **title**, such vacancy will be filled in accordance with this Article. Employees shall not be eligible for transfers or bids unless they have served in their present position for a minimum period of twelve (12) months. This restriction may be waived by the Company when required by conditions of business or personal reasons affecting the employee.
- 22.2 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 in the event multiple internal candidates are determined to be most qualified by the Company.

- 22.3 Having bid into a new job, an employee may not bid to a **title** of equal or lower pay rate for one (1) year.

An employee who elects to return to his/her former job during the first thirty (30) days may not bid on another job for a period of six (6) months from the date employee returns to his/her former job.

- 22.4 An employee who elects to bid down shall be paid the wage applicable to the job bid into.

- 22.5 Job postings will occur electronically for all job openings. Any regular employee (excluding those barred from bidding in Section 22.3) desiring to be considered for a vacancy must complete and submit a job posting application indicating that he or she wants to be transferred to the job, in which case a selection shall be made among all applicants.

The most qualified bidder as determined under Article 22.2 will be placed in the new job **title** within thirty (30) calendar days from the date the job the employee is leaving is awarded to another qualified bidder.

- 22.6 If a job opening is not filled within ninety (90) days after a posting for it under Section 22.5, it shall not be filled pursuant to that posting.

- 22.7 **Employees working in any of the titles covered under the wage schedules of this Agreement may be temporarily required to work in another title when necessary and so long as such does not cause an employee to be laid off.**
- 22.8 If an employee is temporarily transferred to a **title** with a higher rate of pay pursuant to Section 22.7, that employee's rate of pay will coincide with the **title** of work to which the employee is temporarily assigned.
- 22.9 An employee promoted to a new position will be given up to ninety (90) calendar days to demonstrate his/her qualifications and abilities. If the employee does not qualify within such time, the employee shall be returned to the position formerly held.
- 22.10 Persons who are not performing their normal job tasks due to inclement weather may be assigned to available work or duties. During such period, any employee assigned to work in a job **title** carrying a higher rate than his/her normal rate will be paid the higher rate for each full hour worked.
- 22.11 The Company shall have the right to designate bargaining unit personnel as "in charge" or "leadpersons", providing the employee so designated has the right to refuse the assignment. Such in-charge personnel shall not be subject to any limitations regarding the amount of productive work performed and shall be paid a premium per hour equal to \$.90 per hour and will be paid at the straight time rate only. Their work assignment directives shall carry the same weight as those of a supervisor. The employee so designated cannot impose discipline, but shall inform management of any performance issues.
- 22.12 **New Job Titles**

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

The Company shall notify the Union in writing at least fourteen (14) calendar days before the new job title is implemented and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

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

Modified Job Titles

First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment, or systems is routine and has minimal (in contrast to a substantial) impact must be brought by the Union within fourteen (14) calendar days of the date of the change using the Arbitration Procedure below.

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

The Company shall notify the Union in writing at least fourteen (14) calendar days before the changes are implemented and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.

The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the proposed wage rate or wage schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

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

Arbitration Procedure for Disputes Over New and Modified Job Titles

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

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

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job title or a

modified job title as described above, the parties shall select an arbitrator following the procedure in Article 11. The parties further agree that within thirty (30) calendar days after selection of the arbitrator each party will submit its final offer position on the wage schedule to an arbitrator, copying the other party. These final offer positions may thereafter be changed only with mutual agreement of the parties. Notwithstanding the limitations on an arbitrator's authority under Article 11, an arbitrator selected under this procedure shall have the authority to choose between the two final offers, and may also award retroactive wage adjustments. The decision of the arbitrator shall be final and binding.

22.13 At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units and/or non-bargaining employees may be required to work at Company locations within the bargaining unit jurisdiction performing bargaining unit work.

The parties agree that the assignment of bargaining unit work to non-unit employees and the assignment of non-bargaining unit work to bargaining unit employees as permitted under this agreement is not intended in any way to affect the separate community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.

ARTICLE XXIII CONFLICT WITH LAWS, ETC.

23.1 If and while any provision of this contract conflicts with any presidential or other governmental directive or regulation, or with any federal or state law, order, or regulation heretofore or hereafter enacted or issued, such provisions hereof shall not remain binding, but the remaining portions of the agreement will remain in full force.

- 23.2 If any presidential or other governmental directive or regulation, or any federal or state law, order or regulation, now or hereafter enacted or issued, requires the approval for authorization by any governmental agency or authority or any provision of this agreement before it may become effective, the parties hereto shall not be bound by said provision until such approval or authorization has been obtained.
- 23.3 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, disability, national origin or any other legally protected status.

Throughout the contract wherever reference is made to either "he" or "she", such reference shall be deemed to include both male and female employees.

Company will provide a working environment free from all forms of unlawful harassment including, but not limited to, harassment based on the status recognized in the Section 23.3.

- 23.4 An employee who is subjected to, witnesses or suspects any violation of Section 23.3 may report the matter to their supervisor, manager, the next level of management, or union representative. If uncomfortable doing so at those levels, regardless of the reason, the employee should report it directly to Human Resources so that Company can discharge its legal obligation to timely investigate.

ARTICLE XXIV CHOICE OF TOUR

- 24.1 The Company shall schedule shifts and shall determine the tours of duty available. The employees shall be accorded their choice of available tours on the basis of seniority. However, no employee will be granted a tour if he or she is not qualified to perform the work available and the Company will not be required to utilize an individual on a tour if he or she is not qualified to perform the work available. It is also understood that chosen

tours will be subject to temporary change by the Company for purposes of training or because of PTO, absences or emergencies.

ARTICLE XXV OVERTIME EQUALIZATION

- 25.1 **It is recognized that due to the nature of our business and the necessity of providing continuous service, overtime and callouts after hours are a normal part of the business.**

Call-out assignments will be on a voluntary basis to those employees who normally perform the work or volunteer employees who are qualified to perform the work. In the event no employee responds to the call-out, overtime will be assigned to employees who normally perform the work.

All overtime rotation/equalization lists will revert to zero hours as of January 1. Call-out assignments will begin by seniority, thereafter by overtime equalization. Insofar as practical, opportunity for overtime work shall be equalized among all those employees within job **titles**. Overtime equalization reports will be made available upon request.

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Any employee who refuses, is unavailable, or cannot be contacted an unreasonable number of times for overtime work will be subject to disciplinary action.

- 25.2 None of the procedures outlined in this Article or in any separate letter agreements shall be construed to constitute "standby" for purposes of Section 15.4 of the collective bargaining agreement.

ARTICLE XXVI SERVICE BRIDGING

- 26.1 Upon reemployment following any separation from employment, an employee may qualify for "bridging of service." Bridging of service shall be available to former employees in accordance with the Bridging of Service Policy applicable to non-represented employees of the Company.

- 26.2 The Company has the exclusive right to amend, modify, or discontinue the Bridging of Service Policy at any time so long as the changes are uniformly applied to all eligible employees, both represented and non-represented of the Company.

ARTICLE XXVII RETIREMENT

- 27.1 The retirement plans by reference are hereby made a part of this agreement.
- 27.2 The Company will provide a separate defined benefit plan, currently known as the CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Plan”) for all eligible employees. Except as provided in Section 27.2(b) below for employees entering the bargaining unit on or after April 1, 2007 and before July 1, 2014, the Retirement Plan shall provide benefits in accordance with the provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For employees in the bargaining unit prior to April 1, 2007, the benefits shall remain the same except as set forth in Section 27.2(a).

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- (a) Solely with respect to any employee who is or becomes disabled as determined in accordance with the definition of disability in the LTD Plan, the Retirement Plan **was** amended effective January 1, 2016 to provide that the employee’s benefit accruals under the Retirement Plan will cease on the later of (1) January 1, 2016, or (2) the date the employee becomes disabled as defined by the LTD Plan because, at that time, the employee is terminated from active employment with the Company and no longer is on the Company’s active payroll.
- (b) Hired, Rehired or Transferred Employees On or After July 1, 2014 into Local 4370.
- (i) Any Employee who is first hired by the Company into Local 4370 on or after July 1, 2014 shall not be

eligible to become an Eligible Employee under the terms of the Retirement Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.

- (ii) Any Legacy CenturyLink Employee who is rehired or recalled by the Company into Local 4370 on or after July 1, 2014 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired or recalled by Local 4370 on or after July 1, 2014 to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being rehired **or recalled**. Service on or after July 1, 2014 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired **or recalled** (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.
- (iii) Any Legacy CenturyLink Employee who first becomes covered under the CWA 4370 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 4370 Agreement) on or after July 1, 2014 is not eligible to become a Participant in the Retirement Plan for purposes of

accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being covered under the Local 4370 Agreement on or after July 1, 2014, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the CWA 4370 Agreement. Service on or after July 1, 2014 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy CenturyLink Employee who first becomes covered under the Local 4370 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 4370 Agreement) or is rehired **or recalled** into Local 4370 on or after July 1, 2014 shall not become an Eligible Employee and shall not be eligible to become a Participant in Retirement Plan. Service on or after July 1, 2014 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 **becomes covered under** another union that allows benefit accruals under the Retirement Plan, service earned with Local 4370 prior to the subsequent **move** will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

For purposes of this section only, “Legacy CenturyLink Employee” shall mean any employee of CenturyLink who worked at a CenturyLink entity (not including Embarq or Qwest) and who became an Eligible Employee or is eligible to become an Eligible Employee.

27.3 The administration of the Retirement Plan and trust fund so as to provide the negotiated benefits shall be within the sole province and discretion of the Company. However, the preceding sentence shall not be construed to give the Company the right to unilaterally change or defer pension benefits and provided further that the Company shall negotiate with the Union prior to making any change to those benefits.

27.4 The Company shall have the sole right and discretion to make changes in any Company IRS qualified defined benefit plans which it deems necessary to comply with legal requirements and/or to maintain the qualification of the plan(s). The Company retains the right to make such changes in such plans in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the Plans are 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 plans, or to administer plans in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to **the Retirement Plan**, which is subject to its plan terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the **Retirement Plan** document, the terms of the plan document shall govern. Administration of the **Retirement Plan** and, as described in Section 27.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

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27.5 The rights granted the Company under the provisions of this Article XXVII shall not be subject to Articles X and XI of this Agreement, with the sole exception of any dispute pertaining to

the employee's credited service date or eligibility for inclusion in the **Retirement Plan**. All other disputes or complaints and any other issues arising out of or in any way connected with the plan(s) shall be exclusively resolved in accordance with the underlying **Retirement Plan** procedures and ERISA.

27.6 Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Plan to provide a lump sum benefit payment option to Participants represented by Local 4370, effective as of the date specified in the Retirement Plan. Participants represented by Local 4370 who elect to receive their Accrued Benefit 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 Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan. This Section is not, and is not intended to be, an amendment of the Retirement Plan which can only be amended by authorized persons designated by the Retirement Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Plan to provide a lump sum benefit payment option is within Company's sole and complete discretion. If the Company, however, amends the Retirement Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement 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 Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Plan to terminate this lump sum benefit option upon the

expiration of this Labor Agreement. The continued application of this Section to any Participant and to any Accrued Benefit of any such Participant, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement 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 Plan shall rest with the Company and its delegates, shall be determined only under the terms of the **Retirement Plan**, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set for in this Agreement.

ARTICLE XXVIII MISCELLANEOUS MATTERS

- 28.1 Whenever an employee is held over by the Company to work for four (4) or more hours beyond the end of his/her tour, or an employee who is on call out for overtime work which results in the employee working six (6) hours or more since the last regular meal period, the Company will reimburse the employee a meal expense of **\$15.00**.
- 28.2 This collective bargaining agreement is the sole written agreement between the parties and all prior written agreements (including letter agreements) not incorporated herein are of no further force or effect. The intent of this section is not to abrogate any past practices not reduced to writing.
- 28.3 At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral

Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is agreed and understood that all customer contact employees may be required to 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.

- 28.4 The Company shall promote safe working conditions and shall keep employees informed of all current safety rules and practices. Each employee shall use all Company issued safety equipment necessary to safely perform his/her job, and shall obey all safety rules and practices.

- 28.5 Any regular, full-time bargaining unit employee whose job is relocated the distance shown in Table A as the result of an approved transfer of work, and who is offered a transfer by the Company and accepts such transfer, relocates his/her residence, and whose daily commute from his/her residence to his/her report location is more than 50 miles further (one way) than his/her prior commute, shall be eligible for a relocation payment in the amount, specified in Table A, except that if the spouse of the transferring employee is also an employee of the Company who is transferred, only one relocation payment shall be made to both employees jointly.

TABLE A

50 TO 100 MILES	\$2000
101 AND ABOVE.....	3000

- 28.6 Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a telephone concession benefit. 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 concession benefits that are provided to non-bargaining employees at the same location.

- 28.7 The Company and the Union will share equally the cost of printing the contract. Both parties will endeavor to have the contract reviewed, proofed, and printed within one hundred twenty (120) calendar days after notice of ratification.
- 28.8 Safety Footwear – Employees with exposure to foot hazards as determined by the Company’s Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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

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

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

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

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

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

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

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

- 28.9 Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 10, Section 10.5.

ARTICLE XXIX TERM OF AGREEMENT

- 29.1 This agreement shall remain in full force and effect from **April 1, 2019**, up to and including **March 31, 2022**, and thereafter until terminated. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to **March 31, 2022**, give written notice of the termination to the other, together with the reason or reasons therefore. However, if at the time this Agreement would otherwise terminate, because of such notice the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue; and any new Agreement may be made retroactive to the date the Agreement would otherwise have terminated.

ARTICLE XXX UNIFORMS

- 30.1 The Company will provide at its discretion either an appropriate number of uniforms or an annual credit for the purchase of approved garments through the Company authorized vendor to employees in those **titles** which the Company deems appropriate. New hires in those **titles** may receive additional uniforms or a higher initial credit. Color, style, material blend, and type of clothing will be determined by the Company.
- 30.2 Employees will be required to wear uniforms that are, in the Company's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all work hours. Regular and all appropriate maintenance of an employee's

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

ARTICLE XXXI SHORT-TERM DISABILITY

- 31.1 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 but not limited to 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 usual 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 eighth consecutive calendar day (sixth consecutive scheduled workday) of non-occupational illness or injury for participants. Written medical certification shall be required.

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

- 31.2 Employees do not qualify for STD benefits if:

- 1) they engage in any activity which is inconsistent with the application for STD;
 - 2) they refuse restricted or light duty assignments that are in compliance with work restrictions while receiving STD benefits; or
 - 3) the illness or injury is caused by armed conflict, results from committing a felony or attempted felony, occurs while engaging in an illegal activity, or is intentionally self-inflicted.
- 31.3 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.
- 31.4 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 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 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.

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

- a) For employees hired, re-hired or transferred into this bargaining unit before 1/1/17, the STD benefit is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee’s service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee’s system anniversary date.
- b) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee works **for** one hundred eighty two (182) consecutive days after any STD benefit usage.

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

12 yrs but < 13 yrs	24 weeks	2 weeks
13 yrs or >	26 weeks	0 weeks

- c) For employees hired, re-hired or transferred into this bargaining unit on or after 1/1/17, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

If Your Length of Service is:	Then Benefits at 70% of Base Salary are Paid for:
Less than one year	None
1 year or >	26 weeks

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

31.6 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.

ARTICLE XXXII EXHIBITS

32.1 Exhibit A, hereto appended, is part of this contract.

This Agreement is entered into this 1st day of April, **2019**.

CENTURYTEL OF OHIO, INC.



Kevin McCarter
Region Vice President
Field Operations

COMMUNICATIONS WORKERS
OF AMERICA


Shannon Kirkland
Staff Representative

Bryan Smith
Senior Director
Labor Relations

COMPANY NEGOTIATING
COMMITTEE

Heather Martin
Deanna Moore
Joe Ragozzine

UNION NEGOTIATING
COMMITTEE

Steve Broski
Monica Hogan
Shannon Kirkland
John Kocak
Harry Williamson

**CENTURYLINK
WAGE SCHEDULE - CWA 4370 - OHIO
EFFECTIVE: April 1, 2019***

STEP	WAGE SCHEDULE			
	1	2	5	
Start	\$12.78	\$12.78	\$15.17	
6 Months	\$14.61	\$14.43	\$16.64	
12 Months	\$16.24	\$15.87	\$18.24	
18 Months	\$18.07	\$17.46	\$19.99	
24 Months	\$20.05	\$19.14	\$21.89	
30 Months	\$22.26	\$21.05	\$23.99	
36 Months	\$24.72	\$23.13	\$26.31	
42 Months	\$27.49	\$25.41	\$28.83	
48 Months	\$30.52	\$27.92	\$32.12	
Group 1	Construction Technician, Network Technician, , Customer Service Technician			
Group 2	Line Worker			
Group 5	Network Technician II			

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

**CENTURYLINK
WAGE SCHEDULE - CWA 4370 - OHIO
EFFECTIVE: April 1, 2020***

WAGE SCHEDULE				
STEP	1	2	5	
Start	\$12.97	\$12.97	\$15.40	
6 Months	\$14.83	\$14.65	\$16.89	
12 Months	\$16.48	\$16.11	\$18.51	
18 Months	\$18.34	\$17.72	\$20.29	
24 Months	\$20.35	\$19.43	\$22.22	
30 Months	\$22.59	\$21.37	\$24.35	
36 Months	\$25.09	\$23.48	\$26.70	
42 Months	\$27.90	\$25.79	\$29.26	
48 Months	\$30.98	\$28.34	\$32.60	
Group 1	Construction Technician, Network Technician, , Customer Service Technician			
Group 2	Line Worker			
Group 5	Network Technician II			

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

**CENTURYLINK
WAGE SCHEDULE - CWA 4370 - OHIO
EFFECTIVE: April 1, 2021***

STEP	WAGE SCHEDULE			
	1	2	5	
Start	\$13.16	\$13.16	\$15.63	
6 Months	\$15.05	\$14.87	\$17.14	
12 Months	\$16.73	\$16.35	\$18.79	
18 Months	\$18.62	\$17.99	\$20.59	
24 Months	\$20.66	\$19.72	\$22.55	
30 Months	\$22.93	\$21.69	\$24.72	
36 Months	\$25.47	\$23.83	\$27.10	
42 Months	\$28.32	\$26.18	\$29.70	
48 Months	\$31.44	\$28.77	\$33.09	
Group 1	Construction Technician, Network Technician, , Customer Service Technician			
Group 2	Line Worker			
Group 5	Network Technician II			

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

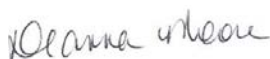
MEMORANDUM OF AGREEMENT
COMMON INTEREST FORUM

by and between
CenturyTel
and
Communications Workers of America

The Company and the Union recognize that technological, regulatory and law changes in the Telecommunications industry have and will continue to present new challenges including competition. The success of the company in this environment and the security of its employees depend on our ability to operate in an efficient and cost effective manner and to adapt quickly to industry changes. To achieve these purposes, the Company and the Union agree to meet quarterly to discuss and review matters of mutual concern, such as changes in the telecommunications industry, competition, contracting, training and retraining, that will affect the employees and the Company.

The Forum will consist of the General Manager, the Union President, and not more than two representatives from the Company and the Union or a number otherwise mutually agreed. The Forum shall meet no less than once per quarter or otherwise mutually agreed to between the parties.

CenturyTel of Ohio, Inc.



Deanna M. Moore
Labor Negotiator



COMMUNICATIONS WORKERS
OF AMERICA

Shannon Kirkland
Staff Representative

MEMORANDUM OF AGREEMENT
CENTURYLINK UNION 401(K) PLAN

by and between
CenturyTel
and
Communications Workers of America

It is agreed that the Company will provide the CenturyLink Union 401(k) Plan (“the Plan”) for the employees covered under this collective bargaining agreement. The Plan shall be subject to the applicable IRS rules and regulations.

- **Effective January 1, 2020, for employees hired, re-hired, or transferred into this bargaining unit prior to April 1, 2007, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**
- **For employees hired, re-hired, or transferred into this bargaining unit on or after April 1, 2007, but prior to July 1, 2014, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**
- For employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2014 the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees.

CenturyTel of Ohio, Inc.

Deanna Moore

Deanna M. Moore
Labor Negotiator



MEMORANDUM OF AGREEMENT
COMMITTEE ON POLITICAL EDUCATION

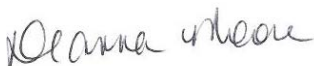
by and between
CenturyTel
and
Communications Workers of America

The Company agrees to provide payroll deduction for COPE (Committee on Political Education) for employees represented by the Communications Workers of America 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 a month to a person designated by the Union.

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

CenturyTel of Ohio, Inc.



Deanna M. Moore
Labor Negotiator



MEMORANDUM OF AGREEMENT
PENSION BANDS

by and between
CenturyTel
and
Communications Workers of America

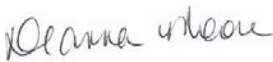
Pension bands for employees in the bargaining unit prior to April 1, 2007 shall be adjusted as follows:

Effective April 1, 2007

Band 2 - \$42.02	
Construction Technician	Customer Service Technician
Network Technician	Network Technician II
Line Worker	

For employees entering the bargaining unit on or after April 1, 2007 and before January 1, 2014, any pension benefits will be in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan.

CenturyTel of Ohio, Inc.



Deanna M. Moore
Labor Negotiator

COMMUNICATIONS WORKERS
OF AMERICA



Shannon Kirkland
Staff Representative

MEMORANDUM OF AGREEMENT
SENIORITY PORTABILITY

by and between
CenturyTel
and
Communications Workers of America

Any bargaining unit employee of the company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored under the following conditions: Only time actually accrued in a company bargaining unit will be credited for seniority purposes. The bargaining unit from which the transfer is being made must have contractual provisions that provide for the same recognition of seniority under the same terms and conditions. Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

CenturyTel of Ohio, Inc.

Deanna Moore

Deanna M. Moore
Labor Negotiator



MEMORANDUM OF AGREEMENT
VOLUNTARY SEPARATION

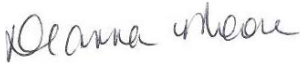
by and between
CenturyTel
and
Communications Workers of America

To avoid layoff or displacement of employees to other locations, the Company may first attempt to address workforce adjustments by offering voluntary separation, in seniority order, to employees in the affected job **title(s)** and location(s). Employees accepting an offer of voluntary separation will be paid the layoff allowance in accordance with Article 21, Section 21.5 of this Agreement up to a maximum of \$30,000.00.

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

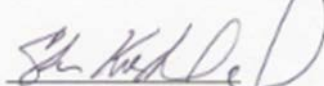
The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the voluntary separation option, shall terminate on March 31, **2022**, unless extended by mutual agreement of the Company and the Union.

CenturyTel of Ohio, Inc.



Deanna M. Moore
Labor Negotiator

COMMUNICATIONS WORKERS
OF AMERICA



Shannon Kirkland
Staff Representative

MEMORANDUM OF AGREEMENT
NETWORK TECHNICIAN II

by and between
CenturyTel
and
Communications Workers of America

The **Network Technician II** position will serve a critical role for the Company in providing service for key customers with advanced products. Candidates awarded these position(s) will be required to have and maintain industry and vendor certifications as determined by the Company which will be noted in the job posting. The Company shall have the unilateral right to adjust certification requirements to keep up with changing technology.

The Parties understand that these positions may be difficult to fill and retain due to the specialized skills needed and that the assignment of work for employees in this **title** needs to provide a great degree of flexibility in order to efficiently operate.

At the Company's sole discretion, employees awarded a **Network Technician II** position may be placed into the wage scale at the rate appropriate to their skill sets as determined by the Company and may be eligible for a signing or retention bonus separate and apart from the hourly base wages or any other Company sponsored bonus/incentive.

New employees hired into the **Network Technician II** job title will have six (6) months to obtain the required minimum certifications. If an employee does not obtain the required minimum certifications, his/her employment will be terminated.

An internal candidate who is awarded a **Network Technician II** position will have six (6) months to obtain the required minimum certifications. If an internal candidate is not able to obtain the required minimum certifications, or is not able to maintain the required minimum certifications, the employee will be allowed to exercise his/her seniority rights under Article 21.3.

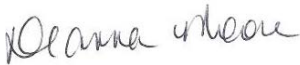
Time for formal training and the cost associated with the training, certification, and re-certification will be covered by the Company.

Top wage for this position will be \$1.50/hour higher than top wage for Group 1.

This Memorandum of Agreement is effective **April 1, 2019** and will remain in effect until **March 31, 2022**, unless extended in writing by both parties.


The **Network Technician** and **Network Technician II** will be considered as **separate titles** for the purposes of the stand by program, overtime equalization, PTO scheduling, choice of tours, voluntary separation, and layoff.

CenturyTel of Ohio, Inc.



Deanna M. Moore
Labor Negotiator

COMMUNICATIONS WORKERS
OF AMERICA



Shannon Kirkland
Staff Representative

MEMORANDUM OF AGREEMENT
LINE WORKER

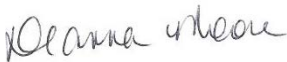
by and between
CenturyTel
and
Communications Workers of America

During the term of this Agreement, any employee in the **Line Worker** job title will have the option to be upgraded to the **Construction Technician** job title, without that change being subject to the posting and bid procedure outlined in Article 22. Should any employee desire to exercise this option, he should notify his supervisor.

It is also understood that no technician may exercise their bumping rights into the **Line Worker** title.

Once the **Line Worker** title is vacant, all references to the **Line Worker** job title historically covered by this agreement will be eliminated effective with the understanding that this work has been and may continue to be performed exclusively by contractors. If, in the future, the Company determines in its sole discretion the need for Company employees to be added back to the workforce to perform **Line Worker** duties within the CWA territory covered by this agreement, it will fall under the jurisdiction of CWA, Local 4370. The Company will meet with the Union at that time to discuss the wage rates for this affected title.

CenturyTel of Ohio, Inc.



Deanna M. Moore
Labor Negotiator



COMMUNICATIONS WORKERS
OF AMERICA

Shannon Kirkland
Staff Representative

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