

Working Agreement

Between

**CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
and CenturyTel of Washington, Inc.**

d/b/a CenturyLink

and

Communication of Workers of America



May 1, 2020

Through

April 30, 2023

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Due to the Company and the Union being unable to reach a new agreement in April 2017, the 2014-2017 collective bargaining agreement remained in place. On November 16, 2017, the parties reached a tentative agreement on a new agreement. The CWA Local 7906 bargaining members ratified the new agreement on December 8, 2017.

**Working Agreement
Between
CenturyTel of Eastern Oregon, Inc., and
CenturyTel of Oregon, Inc.
d/b/a CenturyLink
and
Communication Workers of America**

THIS AGREEMENT between CenturyTel of Eastern Oregon, Inc. and CenturyTel of Oregon, Inc., and **CenturyTel of Washington, Inc.** d/b/a CenturyLink, "The Company", which expression shall include its successors and assigns, and their Oregon/**Washington** Employees, represented by Communications Workers of America (CWA and/or Union), "The Union," is intended to outline and set forth Conditions of Employment and Wage Rates including certain definitions and procedures to ensure complete understanding and orderly administration of the Agreement for all concerned.

RECOGNITION

The Company hereby recognizes the Union as the sole and exclusive representative of the employees in the job titles of Business **Svc Tech**, Cable Tech, **Network** Technician, **Customer Svc Tech**, and Service Clerk II employed by CenturyTel of Eastern Oregon, Inc. except for the Chiloquin and Lakeview areas and CenturyTel of Oregon, Inc. except for the Aurora, Knappa, and Scappoose areas, however, excluding confidential secretaries, professional and supervisory employees, guards and all other individuals as excluded by the National Labor Relations Act.

The Company recognizes the Union as the exclusive bargaining agent for employees of the Company in its Cheney, Spangle, Medical Lake, Reardan, Kettle Falls, Davenport, Creston, Hunters, Valley, Chewelah, Twisp, Wilbur and Winthrop service operating areas, in the bargaining unit certified by the National Labor Relations Board on November 20, 1974 (Case No. 19-RC-7285)

covering Plant and Commercial Departments, but excluding Engineering Department employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act (NLRA).

1.0 GENERAL

- 1.1 Except as expressly provided in this agreement, nothing in this agreement shall be construed as abridging the rights of the Company or individual Employees under the provisions of any applicable law. Nothing in this agreement shall be construed as requiring the performance by any of the foregoing of any act in violation of any such law.
- 1.2 If any part of this Agreement is, or is hereafter found to be, in contravention of the laws or regulations of the United States or of any state or subdivision thereof having jurisdiction, such part shall be superseded by the appropriate provisions of such law or regulation so long as the same are in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made by a court having jurisdiction in respect thereof, the Company and the Union will promptly negotiate upon a suitable substitute therefore.
- 1.3 No Strikes or Lockouts. It is expressly understood and agreed that the services to be performed by the Employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Union agrees that the Employees covered by this Agreement, or any of them, will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accord with the terms of the Agreement. It is understood that this specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization

engaged in any such activities, at any location or premises at which the Company does business or has employees working, except in situations where an employee has a reasonable objective belief of bodily harm or fear of retaliation they will immediately notify their supervisor and not cross the picket line. The Company agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said Employees, insofar as such performance is required in the normal and usual operation of the Company's business.

In the event any of the above occurs, the union and its officers will do everything within their power to end or avert same. Any employee engaging in any activity in violation of Section 1.3 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.

1.4 Mutual Cooperation. All Employees agree that they will individually and collectively promote the welfare of the Company in the performance of its public utility responsibility by efficient work and cooperative service. Further, the Company and the Union recognize that technological, regulatory and market changes in the telecommunications industry have and will continue to present challenges, including competition. The success of the Company in this environment and the job security of its employees depend upon our ability to operate in an efficient and cost effective manner, and to adapt quickly to industry changes. To achieve these purposes, all parties will work together to ensure the Company the flexibility to meet the challenges of the future.

1.5 Company Prerogatives.

1.5.1 *Management Rights.* Subject only to the specific limitations set forth in this Agreement, the management of the Company and its properties and equipment, the determination of methods and facilities, and determination of the size and composition of the work force and its direction

including (but not by way of limitation), the right to hire, classify, promote, transfer and layoff, and to discipline (including demote, suspend or discharge) Probationary Employees or Regular Employees for cause, and to assign or reassign work functions related to changes and revisions of equipment, are reserved by and exclusively vested in the Company. In addition, the Company may transfer or subcontract bargaining unit work as provided in Article 16.0. Supervisors may work for such purposes as inspecting work performed by Employees, testing equipment, training Employees and in any case of emergency.

1.5.2 *Company Policies and Rules.* Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, unlawful harassment and discrimination, personal appearance and dress, performance evaluations, conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs, use of vehicles on Company business, and reimbursement for business-related expenses, provided the same are not inconsistent with the express provisions 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 federal, state or local legislation or regulations. Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any express provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

1.5.3 *Indemnification.* The Union agrees to indemnify and hold harmless 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 attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment) arising out of or in connection with Section 1.7 of this Agreement.

1.6 Non-Discrimination and Harassment.

1.6.1 *Non-Discrimination.* The Company and the Union agree to comply with all state and federal laws, rules and regulations prohibiting discrimination against any person with regard to employment because of race, color, religion, association, disability, sex, national origin, age, marital status, change in marital status, pregnancy, family relationship, veteran status, workers' compensation claimant status, sexual orientation or the exercise of civil rights procedures. It is further agreed that this non-discrimination provision relates to hiring, placement, upgrading, rates of pay or other forms of compensation, transfer, demotion, recruitment, advertisement, solicitation for training, layoff, termination and all other conditions of employment.

1.6.2 *Unlawful Harassment.* Company will provide a working environment free from all forms of unlawful harassment including, but not limited to, harassment based on the statuses recognized in Section 1.6.1.

1.6.3 *Reporting Procedure.* An employee who is subjected to, witnesses or suspects any violation of Sections 1.6.1 or 1.6.2 shall immediately report the matter directly to Human Resources. Alternatively, the Employee may report the matter to any shop steward or Union representative, who in turn shall immediately report the matter to Human Resources so that the Company can discharge its legal obligation to timely investigate.

1.6.4 *Terminology.* The words 'he' or 'she' are used in this Agreement and any Appendices for explanatory

purposes only and do not refer to the actual sex of any person.

1.7 Union Membership.

(a) Employees employed at the time Agreement becomes effective.

An Employee employed at the time this Agreement becomes effective who is a member of the Union at such time shall tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all Employees who are members of the Union. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement, was not required as a condition of employment to pay or tender to the Union amounts equal to the monthly dues applicable to members, shall as a condition of employment, pay or tender to the Union amounts equal to the monthly dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

(b) Employees hired after Agreement becomes effective.

An Employee whose employment commences after the time this Agreement becomes effective shall, as a condition of employment, not later than thirty (30) calendar days after the commencement of employment, if still employed, tender to the Union an amount of money equal to the dues uniformly charged by the Union to all Employees who are members of the Union.

1.8 Union Dues Deduction. The Company's obligations to collect union dues through payroll deduction, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without

negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation.

The Company agrees to remit all such payroll deductions to the Secretary-Treasurer of the International C.W.A. Union on a monthly basis at an address to be furnished in writing to the Company.

- 1.9 New Employees. The Company will provide notice to the union when a new employee(s) is first hired into the bargaining unit. The Company will provide a reasonable amount of time, not to exceed thirty (30) minutes, as soon as practical after a new employee(s) enters the unit for a union representative (or designee) to meet with the new bargaining unit employee(s) to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held during normal working hours **at a location and time determined** provided by the employer. **The meeting could be held in person or virtually as determine by the employee.** Time spent in the meeting will be paid for the new employee and the union representative (or designee); travel time, **if needed, to** and from such meeting by the union representative (or designee) will be paid.

- 1.10 Bulletin Boards. The union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their locations shall be mutually agreed upon by the Union and the Company.

The use of such bulletin boards by the Union shall be confined to such Union matters as notices of meetings, nomination and election of Union officers. These materials should contain factual statements and should not contain any derogatory statements concerning the Company, its managers and employees. Political, advertising and similar material will not be posted. Where any material posted by the Union is deemed by the Company to be in conflict with this section, it shall be promptly removed at the request of the Company. Material posted on the bulletin board will be dated and signed by an authorized Union representative.

2.0 GRIEVANCE AND ARBITRATION PROCEDURE

- 2.1 Purpose. The purpose of this procedure is to provide a means whereby complaints and grievances may be adjusted or resolved promptly, fairly, and without prejudice.
- 2.2 Discipline. At any meeting between a representative of the Company and an Employee in which discipline (including warnings which are going to be recorded in the personnel file, suspension, demotion or dismissal for just cause) is to be taken, a Union Representative may be present if the Employee so requests.
- 2.3 If the affected Employee did not request Union Representation, and such action was taken, notice shall be given to the appropriate local Union Representative.
- 2.4 In the event a regular Employee is dismissed, suspended, demoted or had a warning put in their personnel file, the matter will be handled in accordance with Article 2.5 and/or 2.6 of this Agreement.
- 2.5 Complaint Resolution. The parties agree to use their best efforts to resolve complaints informally and without resorting to the grievance procedure. Within **seven (7) calendar** days in which the employee or union knew or should have known about the circumstances giving rise to the complaint, the employee or union will verbally present the complaint to the immediate supervisor. The supervisor shall render a decision within **seven (7) calendar** days. Complaints may be adjusted in this manner so long as the adjustment is consistent with the terms of this Agreement. In the event that such informal methods do not resolve the complaint, the issue may be submitted in writing under the Grievance Procedure.
- 2.6 Presentation of Grievance. "Grievances" shall mean, and be limited to, disputes or differences between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement. An Employee with a grievance shall be entitled

to representation by the Union at all levels of the grievance procedure, if so desired.

2.7 Grievance Procedure.

2.7.1 *Step One.* The Union shall prepare and present a written notice of grievance to the appropriate **Company manager**. It shall be presented within **fourteen (14) calendar** days after the decision is rendered by the immediate supervisor under the Complaint procedure. The written notice shall contain:

- (a) The name(s) of the Employee(s), if any, claiming to be aggrieved.
- (b) The nature of the grievance, and the circumstances out of which it arose.
- (c) The section(s) of the Agreement relied upon or claimed to have been violated.
- (d) The remedy or correction requested to resolve the grievance.

The manager or his/her appointed representative shall establish a meeting date within **fourteen (14) calendar** days of receipt of the written grievance notice. The meeting shall take place, unless mutually agreed, before 30 days have elapsed from the step one filing date. The manager shall render a response within **fourteen (14) calendar** days of the meeting.

2.7.2 *Step Two.* If the grievance is not settled at Step Two, the Employee or the Union shall have **fourteen (14) calendar** days to submit a written appeal of the Step **One** decision to the Manager, Labor Relations. The Manager, Labor Relations and the Union or designees shall establish a meeting date at the earliest opportunity to resolve the grievance. The Company shall render a response within **fourteen (14) calendar** days of the meeting.

2.8 Time for Presentation and Processing of Grievances. The failure to submit a complaint or grievance within the period prescribed within this Article shall constitute a bar to further action. The failure by the Company to adhere to the time limits pertaining to the processing of a grievance shall result in the grievance being appealed to the next step in the grievance process. The failure by the Union to adhere to the time limits pertaining to the processing of a grievance shall result in the grievance being dismissed. All time limits in this procedure may be extended by mutual agreement of both parties in advance in writing.

2.9 Arbitration. If no settlement is reached, the Union may refer the dispute to a mutually chosen third party for determination during the term of the Agreement. The Union shall do so by submitting a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Oregon or Washington, to the Federal Mediation and Conciliation Service, with a simultaneous copy to the Company's Labor Relations Manager, within ten (10) calendar days of the Company's Step **Two** answer. Company and the Union may attempt to agree on a neutral arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within seven (7) calendar days of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one (1) name remains and he/she shall serve as arbitrator.

The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement. The parties agree that the decision or award of the arbitrator shall be final and binding.

2.10 Expenses. Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation of the Arbitrator for time and expense shall be borne equally by the parties hereof. Any 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.

3.0 SENIORITY

- 3.1 Seniority Defined. Bargaining Unit Seniority is the length of continuous employment worked by an Employee in the Bargaining Unit for the Company or its predecessor in titles covered by this Agreement. The principle of seniority shall be observed with regard to layoff, rehiring, demotion and promotion for all Employees set forth in the titles in this Agreement, provided however, that the senior Employee is competent to perform the work to be done. Employer shall be the sole judge of the skills and abilities required of the Employee with respect to the titles and the work to be performed.
- 3.2 When Acquired. A Regular Full-Time Employee shall first acquire Company Seniority on the day following the later of the completion of one thousand forty (1,040) hours worked or the completion of six (6) months continuous full-time service in the Bargaining Unit, whichever is later. A Regular Part-Time Employee shall first acquire seniority on the day following the completion of one thousand forty (1,040) hours of time worked.

A Temporary Full-Time Employee shall acquire seniority when he completes one thousand forty (1,040) hours of time worked within a twelve (12) month period, unless hired for a specific temporary position.

- a) **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.

3.3 Seniority Status. An Employee's seniority status and date shall not be affected by absence from work on account of:

- (a) Illness under approved sick leave to maximum of 1,040 hours; or
- (b) Injury in line of duty covered by State Industrial Insurance or Worker's Compensation Laws; or
- (c) Time spent on approved leave of absence for service in the Armed Forces of the United States, provided the Employee returns to the Company's service following release from military service within ninety (90) days of first becoming eligible for release from military service; or
- (d) Service as a regularly empaneled member of a municipal, state or federal jury; or
- (e) Layoff, provided he is re-employed by the Company within **six (6) months of the date** following such layoff; or
- (f) A regularly approved leave for reasons other than sickness, occupational injury, jury duty, or military services, provided such leave of absence does not exceed one (1) year in length; or
- (g) Time missed from work while on PTO.

3.4 Loss of Seniority.

3.4.1 An Employee shall forfeit all accrued seniority for an absence for any reasons other than those listed in Section 3.3 above, or for longer than the period protected under that Section, or as a result of position abandonment.

3.4.2 A former Employee who is rehired after losing seniority shall have only the status of a new Employee until he has worked a period of time equal to his absence at which point his prior service will be recognized and bridged.

3.5 Seniority List. The Company will prepare, publish, post and furnish the Union seniority lists of Employees once a year. The seniority dates shown thereon shall govern unless written request for change is received by the General Manager within thirty (30) days of such posting.

4.0 REDUCTION OF FORCES

4.1 When Regular Employees covered by this Agreement are laid off because of lack of work, or in the event the Company changes its methods of operation; and, if in the judgment of the Company, the Employees are equal with respect to the skills and abilities required for the work to be performed, Company seniority shall govern the order of layoff.

4.2 No regular Employee shall be laid off until all probationary and temporary Employees in the title at the location affected have been laid off.

4.3 Where the Company has determined the need to eliminate a position(s) in the system, the Manager shall determine the position(s) to be eliminated by title and location and, subject to Section 4.1, the most senior Employee subject to be surplusd in the title at the location shall then have their choice of the following options:

(a) If there is a vacant position in that title and department in the Bargaining Unit at another location, the Employee may accept that position if the Employee desires to remain in their title in the Bargaining Unit.

(b) If there is no vacancy within the title and department in the Bargaining Unit, the Employee may bump the

least senior Employee in the title and department within the Bargaining Unit pursuant to Section 3.1. It is understood during occasions when more than one employee is being surplusd from the same location, the most senior employee being surplusd shall have the option of selecting to bump the least senior employee from only two separate locations in order to diminish the impact of being surplusd could have on possible relocation.

- (c) If the Employee wants to stay at their existing location, the Employee may bump the least senior Employee in a higher, equal or lower-rated title in the bargaining unit. It is understood and agreed that the bumping employee must have previously held the job title within the last five years or have the skill and ability to perform the new job with a minimum of on-the-job refresher training and familiarization (defined as 40 hours or less) as determined by the Company. If formal classroom training is required to perform the work, the employee will not be eligible to bump. It is also understood that the employee will not be permitted to bump outside their current department.

- 4.4 Regular Employees on layoff may apply for jobs for which they are competent and qualified, pursuant to Section 5.0 hereinafter set forth, and may accept temporary work in lower titles at the applicable wage scale thereto.
- 4.5 The Company will give employees who have acquired seniority status, four (4) weeks' notice of layoff. The Company further agrees to give simultaneous notice to the Union and employees as to the number of employees, titles, and locations affected. In lieu of working through the four (4) weeks, the Company has the option to pay the employee through the severance date.
- 4.6 Rehire following Layoff. An Employee laid off after having acquired seniority status and date as herein defined, shall, if vacancies occur within **six (6) months of the date** following such layoff in the title in which he was laid off, be

given an opportunity to return to a like job in order of his seniority date. Such opportunity shall be by means of a certified letter mailed by first class mail with return receipt to the last address in the personnel file. An Employee's re-employment preference shall be lost if he fails, within fourteen (14) days of mailing of such notice, to advise the Company of his intention to return to work on the date specified in the letter, provided that it gives the employee at least fourteen (14) calendar days to do so. Laid off employees who have recall rights may apply for other positions for which they are qualified and the Company will consider them prior to hiring outside the Company.

4.7 Severance Pay. A Full-Time Employee laid off under the provisions of this Article 4, and who has attained seniority status, shall be paid in the form of a lump sum a severance allowance of forty (40) hours' pay at his regular straight-time rate for each full year of continuous full-time service to a maximum of 30 weeks.

4.7.1 If an employee who has received a termination allowance is re-employed prior to a period of time equal to the period on which his termination allowance is paid, the excess payment shall be considered as an advance to the Employee and shall be repaid by him at a rate of 10 percent per week.

4.7.2 If an Employee who has been laid off and given a termination allowance is subsequently re-employed and again laid off, he will be paid the unused portion of his original allowance plus any amounts accrued subsequent to re-employment.

4.8 Voluntary Termination.

4.8.1 To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to address workforce adjustments by offering voluntary termination, in seniority order, to employees in the affected job title(s) and location(s). Employees accepting an offer of voluntary

termination will be paid the Termination Pay in accordance with Article 4.7 of this Agreement that would be provided to the least senior employee in the affected job title and location and will receive all other entitlements due them.

4.8.2 The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth above 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.

5.0 JOB ASSIGNMENT

5.1 Job Postings & Job Bidding. Job postings will be available on-line on the Company's internal website, and, at the Company's discretion, may also be posted on external websites used for that purpose. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids and applications from outside of the bargaining unit or outside of the Company. A copy of the job posting will be sent to the Union.

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

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

working.

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

5.2.1 The Company will endeavor to notify selected candidates of their selections within ten (10) calendar days.

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

5.3 Promotions. An Employee who is promoted into a higher wage group shall be placed at his/her current rate of pay

if that rate coincides with a rate in the new wage group. If the present rate does not coincide with a rate in the new wage group, the rate shall be adjusted upward to the next higher rate in the new wage group. The next scheduled increase shall date from the date of the last scheduled increase in the former job title.

All newly promoted Employees shall serve a three (3) month evaluation period in the new position during which time the Employee may be demoted back to his/her original position if found to be unable to satisfactorily perform the duties of the new position. However, newly promoted Employees shall be given a reasonable evaluation period with an experienced person in that position and adequate instructions.

- 5.4 Transfers. An Employee who desires to transfer to a different job title shall complete the online application process for consideration. If two or more Employees request a transfer, and both are determined equally qualified for the new position, seniority shall be the final determining factor, consistent with the provisions described in Section 3.0 above.

An Employee who transfers from one job title to another within the same wage group shall receive no change in pay and shall continue to accumulate wage progressive credit and receive the next scheduled wage increase as if there had been no change in occupational job title.

Employees who transfer from one occupation job title to another shall be subject to the same three (3) month evaluation period described in Section 5.3, as well as the same reasonable evaluation period with an experienced person in that position with adequate instructions.

Refusal to transfer for any reason by an Employee shall not in any manner impair the Employee's seniority status or deprive such Employee of further opportunity for advancement. In the event, however, that an Employee refuses a transfer offered for the purpose of maintaining

continuity of service, such Employee may then be laid off, but only in accordance with Section 4.0 above.

- 5.5 **Demotions.** A demotion is defined as the reclassification of an Employee to a job in a lower pay grade than the one in which the Employee is currently assigned. A demoted Employee will move to the same time progression step in the new job schedule as held in the title from which the Employee was demoted.

6.0 HOLIDAYS

- 6.1 The following days shall be recognized as holidays:

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

- * Regular Employees shall be eligible for the Personal Holidays upon completion of 90 days continuous service. Part-time Employees shall be eligible for the Personal Holidays upon completion of five hundred twenty (520) hours of continuous service worked. In the first year of employment, eligible Employees shall be granted Personal Holidays as follows:

Hired during first quarter	4 days
Hired during second quarter	3 days
Hired during third quarter	2 day
Hired during fourth quarter	0 days

- 6.2 A regular full time Employee who has been in the employment of the Company continuously for three (3) months preceding a holiday is eligible for holiday pay.
- 6.3 A regular part time Employee who has worked, or has been in the employment of the Company the equivalent of three (3) months (520 hours) preceding a holiday is eligible for holiday pay on a pro-rata basis.

- 6.4 An Employee eligible for holiday pay and not scheduled to work on such day shall receive his regular pay (including job differential if any) for the day observed as a holiday, provided he reports for work on his regularly scheduled work days immediately preceding and following the holiday, unless excused by the supervisor for a bona fide reason, or reports for work on one of such days and is on a regularly approved leave of absence on the other, or on scheduled PTO.
- 6.5 An Employee who is scheduled to work on a holiday, but who fails to report for work on such day shall not receive the holiday pay allowance unless excused in writing by his Supervisor forty-eight (48) hours in advance of the holiday, or unless his absence was due to accident or illness supported by a doctor's statement.
- 6.6 Time worked on a holiday observed under this Agreement shall be paid for at the overtime rate as defined in Section **11.1** hereof; and such pay shall be in addition to the holiday provided for in Sections 6.2 and 6.3 hereinabove.
- 6.7 If the Employee is scheduled to work on the holiday, the Employee may schedule an alternate day to observe as the Holiday on a date mutually agreed to by the Company and the Employee. The alternate day scheduled off will be at the regular straight time rate.
- 6.8 When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday. When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 6.9 For Employees working other than a Monday through Friday work week, the first day off shall be treated as a Saturday and second day off as Sunday for purposes of holiday observance.
- 6.10 When a holiday falls in an Employee's PTO period, an extra day's PTO shall be observed, as arranged with the Employee's Supervisor.

- 6.11 Only tours of duty or shifts starting on a holiday shall be considered and paid for as time worked on a holiday at the holiday rate.
- 6.12 For bona fide reasons, the Company shall have the right to postpone previously approved personal holiday time or the alternate day provided in Section 6.7.
- 6.13 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.

7.0 PAID TIME OFF (PTO)

- 7.1 Purpose of the Plan. PTO is paid time off for rest and relaxation, short-term illness or injury, doctor or dentist appointments, to care for family members or other personal business.
- 7.2 Eligibility. Each Regular Full Time Employee or Regular Part Time Employee working at least 20 hours a week.
- 7.3 Rate of Pay for Paid Time Off. PTO shall be paid at 100% of the Employee's regular straight-time hourly rate

7.4 Accrual Schedule

Regular Full Time Employees

Years of Service	Bi-Weekly Accrual Rates (Hours: Minutes)*	Annual Maximum Accrual
0 thru 4	4.62 (4:37)	120
5 thru 9	6.16 (6:09)	160
10 thru 14	6.93 (6:56)	180
15 thru 19	7.70 (7:42)	200
20 thru 24	8.47 (8:28)	220
25+	9.24 (9:14)	240

Regular Part Time Employees

Years of Service	Bi-Weekly Accrual Rates (Hours: Minutes)*	Annual Maximum Accrual
0 thru 4	2.31 (2:18)	60
5 thru 9	3.08 (3:05)	80
10 thru 14	3.47 (3:28)	90
15 thru 19	3.85 (3:51)	100
20 thru 24	4.24 (4:14)	110
25+	4.62 (4:37)	120

***PTO will be reflected as Hours:Minutes on the employee pay stub**

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).

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

Employees will accrue PTO for any pay period in which they receive all or a portion of pay at 100% of regular base pay, e.g. regular work hours, PTO, Short Term Disability (STD) pay at 100% (when supplemented with PTO). Employees will NOT accrue PTO hours when for the full pay period they are on STD (not supplemented by PTO), unpaid leave, layoff status, or receiving benefits under the Long Term Disability Income Plan.

7.4.1 Local 7906 - Scheduled PTO. Paid Time Off rosters will be posted for selection purposes no later than December 1 of the previous year. Bargaining Unit seniority rights in the preferential scheduling of PTO must be exercised prior to February 28 of the year. Each Employee must select their preferred PTO periods, which must be continuous in blocks of five (5) days or more (e.g. 5 days, 10 days, 15 days, etc.). If the Employee elects to split their PTO accrual, the remainder may not be scheduled until all Employees with less seniority have been afforded a chance to schedule their preferred PTO period in blocks of five (5) days or more. Once a preferred PTO period is selected and approved by management, the selection is frozen. No person with higher seniority can bump a less senior person's approved PTO period. Employees shall make their scheduled PTO requests with as much advance notice as possible prior to the date of the requested time off. Probationary employees may not schedule preferential PTO.

The scheduled PTO shall be posted in each operating headquarters. Scheduled PTO hours are included as part of the standard work week for overtime purposes.

For bona fide reasons, the Company shall have the right to postpone or cancel previously approved scheduled PTO. In the event that cancellation by the Company of scheduled PTO is necessary and no alternate date is agreed upon, the employee will be given the choice of carrying over a maximum of 40 hours over to the next calendar year, or being paid the equivalent of the scheduled PTO time that was cancelled within the next pay period.

7.4.2 Local 7818 - 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.**

7.4.2a Employees shall make their scheduled PTO requests at least thirty (30) days prior to the beginning date of the requested time off. Bargaining Unit seniority rights in the preferential scheduling of personal time off must be exercised prior to December 31st of each year. Personal Time Off schedules shall be posted by each supervisor. Personal 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.

7.4.2b Employees with more than one (1) week of Personal Time Off or odd days or hours of PTO may schedule not more than five (5) days of such vacation in increments of one (1) or more days as the Company's operation permits. Such scheduling shall be agreed to between the employee and the supervisor at least ten (10) days prior to the beginning of the Personal Time Off.

7.4.2c An employee shall have the right to take previously scheduled PTO only if PTO is then-available to cover the scheduled time. However, an employee who does not have sufficient PTO available may apply for personal leave and the granting or denial of such leave shall be as provided in Section 10.3.

7.4.3 *Holidays Occurring during PTO.* If a holiday is observed under this Agreement during an

Employee's PTO, the Employee shall receive only holiday pay for that day.

- 7.4.4 *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 notice, the supervisor will determine if disability pay is appropriate and adjust the employee's time sheet as required. The available unused portion of the employee's PTO may be rescheduled to accommodate operating requirements as outlined in this contract.
- 7.5 PTO Carryover. Employees are encouraged to schedule and take all PTO within the calendar year. However, due to business or other needs, an employee may not be able to take all of his or her PTO time in the current year. In these instances, up to 40 unused PTO hours may be carried over from one calendar year to the next. This includes employees on Short Term Disability and/or Worker's Compensation. Any carryover hours not used by December 31 will be forfeited. Employees may not receive pay in lieu of PTO, except in situations where PTO is cancelled or postponed as described in this Article.
- 7.6 Grandfathered PTO. Effective December 31, 2018, employees will be allowed to place all unused, accrued PTO time over 40 hours into a separate PTO bucket. This time will be considered grandfathered PTO time. Grandfathered PTO time can be used if the employee's current accrued PTO time is exhausted. Any remaining grandfathered PTO will be paid out upon termination/retirement. Using grandfathered PTO shall not take precedence over the current years PTO schedule.
- 7.7 Effective January 1, 2018, 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 deducted from their final paycheck.

- 7.8 Unscheduled PTO. Unscheduled PTO/personal holiday are those hours 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 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.
- 7.9 PTO Pay upon Termination. Employees shall be paid any unused PTO accrual when they retire, terminate, are laid off or resign, except when an employee is terminated for just cause or resigns during an investigation into their misconduct.

8.0 SHORT TERM DISABILITY & WORKER'S COMPENSATION

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

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

PTO/Personal Holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of **an occupational or** non-occupational disability related absence (STD waiting

period). The employee must use all available PTO/Personal Holiday hours before hours can be taken unpaid. If an employee does not have available PTO/Personal Holiday hours, those hours for which PTO/Personal Holidays are/is not available shall be non-paid.

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

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

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 January 1, 2019, the STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

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

- b) For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019, 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

- c) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.
- d) STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan's STD administrative requirements, or c) the Plan's benefits as described in this Article have been exhausted.

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

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

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

For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019, the Company will provide an employee a salary continuation benefit (called **Supplemental Workers' 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 January 1, 2019, the Company will provide an employee a salary continuation benefit (called **Supplemental Workers' 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 that have one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the **eight (8th) calendar** 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 no eligible for SWCP.**

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.

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.

9.0 RETIREMENT AND INSURANCE PLANS

9.1 Local 7906 - Retirement Plans

9.1.1 The CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Plan”) by reference is hereby made a part of this agreement.

9.1.2 The Company will provide a defined benefit plan, currently known as the Retirement Plan for all Eligible Employees. Except as provided in Section 9.1.2(a through c) below **and Section 9.1.6** for Employees entering the bargaining unit on or after May 1, 2008, and before July 1, 2015 the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For Employees in the bargaining unit prior to May 1, 2008, the benefits shall remain the same except as set forth in Section 9.1.2 (a through c) below **and Section 9.1.6:**

- (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, 2015 into Local 7906.
 - (i) Any Employee who is first hired by the Company into Local 7906 as an Eligible Employee on or after July 1, 2015 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 7906 on or after July 1, 2015, 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 7906 on or after July 1, 2015 to the extent he/she was not given a distribution of his/her entire prior vested Accrued Benefit prior to being rehired **or recalled**. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of 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 Local 7906 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 Local 7906 Agreement) on or after July 1, 2015 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** 7906 Agreement on or after July 1, 2015, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the **Local** 7906 Agreement. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of 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** 7906 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 **Local** 7906 Agreement) or is rehired or **recalled** into **Local** 7906 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in Retirement Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining

participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later **becomes covered under** another union that allows benefit accruals under the Retirement Plan, service earned with Local 7906 prior to the **move from Local 7906** 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.

(c) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.

(i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant ("Participant") who currently is, formerly was, or in the future will be, represented by Local 7906 will be taken into account for any purpose of the Retirement Plan after June 30, 2022 (the "Compensation Freeze Date"). As a result, each Participant's Accrued Benefit will be calculated using Final Average Pay (and its predecessor, "Average Annual Compensation," as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date

or (2) the Participant's Severance from Employment.

(ii) This change is not intended to reduce any Participant's Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant's Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment.

9.1.3 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.

9.1.4 The Company shall have the sole right and discretion to make changes in **the Retirement Plan** which it deems necessary to comply with legal requirements and/or to maintain the qualification of

the **Retirement Plan**. The Company retains the right to make such changes 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 **Retirement Plan** is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said **Retirement Plan**, or to administer **Retirement Plan** in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to **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** documents, the terms of the **Retirement Plan** documents shall govern. Administration of the **Retirement Plan** and, as described in Section 9.1.5 below, benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

9.1.5 The rights granted the Company under the provisions of this Article 9 shall not be subject to Article 2 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 **Retirement Plan** shall be exclusively resolved in accordance with the underlying **Retirement Plan** procedures and ERISA.

9.1.6 *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 7906, effective as of the date specified in the Retirement Plan. Participants represented by Local 7906 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 expiration of this Section.

This Section shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company may, unless contrary to the 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 Plan, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

9.2 Local 7818 - Retirement Plans

9.2.1 The CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Plan”) by reference is hereby made a part of this agreement.

9.2.2 The Company will provide a 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 9.2.2 (a through c) below and Section 9.2.6, for Employees entering the bargaining unit on or after September 1, 2008 and before July 1, 2015, the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For Employees in the bargaining unit prior to September 1, 2008, the benefits shall remain the same except as set forth in section 9.2.2 (a through c) below and 9.2.6:

(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, 2015 into Local 7818.

(i) Any Employee who is first hired by the Company into Local 7818 on or after July 1, 2015 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 7818 on or after July 1, 2015 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 7818 on or after July 1, 2015 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, 2015 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 Local 7818 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 Local 7818 Agreement) on or after July 1, 2015 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 7818 Agreement on or after July 1, 2015, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the Local 7818 Agreement. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of 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 CWA Local 7818 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 Local 7818 Agreement) or is rehired or recalled into Local 7818 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in the Retirement Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later becomes covered under another union that allows benefit accruals under the Retirement Plan, service earned with Local 7818 prior to the move from Local 7818 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.

(c) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.

(i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant ("Participant") who currently is, formerly was, or in the future will be, represented by Local 7818 will be taken into account for any

purpose of the Retirement Plan after June 30, 2022 (the “Compensation Freeze Date”). As a result, each Participant’s Accrued Benefit will be calculated using Final Average Pay (and its predecessor, “Average Annual Compensation,” as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment.

(ii) This change is not intended to reduce any Participant’s Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant’s Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment.

9.2.3 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.

9.2.4 The Company shall have the sole right and discretion to make changes in the Retirement Plan which it deems necessary to comply with legal requirements and/or to maintain the qualification of the Retirement Plan. The Company retains the right to make such changes 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 Trust implementing the Retirement Plans is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Plan, or to administer Retirement Plan 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 Retirement Plan document shall govern. Administration of the Retirement Plan and, as described in Section 7.5.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

9.2.5 The rights granted the Company under the provisions of this Article 7 shall not be subject to Article 10 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 Retirement Plan shall be exclusively resolved in accordance with the underlying the Retirement Plan procedures and ERISA.

9.2.6 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 7818, effective as of the date specified in the Retirement Plan. Participants represented by Local 7818 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 9.2 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 forth in this Agreement.

- 9.3** Effective May 1, 2011 and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.
- 9.4** 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).

- 9.5** The selection and administration of any plans to provide the coverage and benefits required by this Article shall be within the Company's exclusive control and sole discretion. The Company shall therefore have the unilateral right to make any changes which it deems necessary or desirable, including changes to establish, restore and/or maintain the most favorable qualification or treatment of the plan(s) under federal (or any applicable state) law. The selection of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion. The Company agrees to give notice to the union when selection of the insurer, carriers, agent, plan and/or claims administrators are changed.
- 9.6** 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.
- 9.7** 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.
- 9.8** 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.
- 9.9** The Company has established a 401K Plan for Employees and will give timely notice of changes in the plan.

9.10 Voluntary Benefits Program – CWA Local 7818

Effective September 1, 2011 and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program

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

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

10.0 LEAVES OF ABSENCE

10.1 Jury Leave

10.1.1 Leave with full pay will be granted regular full time Employees who have attained seniority status called for jury duty in any municipal, State or Federal court. Service in court when subpoenaed as a witness will be treated the same as jury duty, provided the Employee is not a party to the action.

10.1.2 Such leave will be granted by the Supervisor to

whom the Employee is responsible, upon presentation by the Employee of the official notice that he has been called for such service.

10.1.3 The leave of absence will be granted by letter addressed to the Employee concerned and signed by the Supervisor, with copies to the Payroll Department and Manager. The letter shall state the terms and conditions of the leave which shall be:

(a) The Employee's regular pay will be continued during his period of jury duty.

(b) The Employee will report for work during his period of jury service on any regular work day or portion thereof when he may be excused by the Court, if such reporting is possible.

10.1.4 The Employee will prepare a regular time report during the leave, with appropriate explanation regarding such leave, followed by the hours of leave allowed.

10.2 Military Leave

10.2.1 *Short-Term Military Leave.* A regular Employee who is a member of a reserve component of the United States Armed Forces or the National Guard is entitled to leave of absence with pay (less any military wages paid during the leave) and without loss of time or efficiency rating on all days during which he/she is ordered to training duty, as distinguished from active duty, with troops or at field exercise, or for instructions. The leave of absence may not exceed ten (10) cumulative working days in any one (1) calendar year. This policy distinguishes Reserve or National Guard duty from induction into the United States Armed Forces.

10.2.2 *PTO Accrual while in Military Service.* Time spent in military service shall be considered time worked, for the purpose of determining the rate of PTO

accrual under the preceding sections of this Agreement, provided the Employee had left the employ of the Company to enter military service and returned to its employ within such time as may be prescribed by law. Each Employee, upon leaving his job to enter military service, will receive pay for all PTO then accrued in his favor. Upon resuming work for the Company, the Employee's PTO accrual rate will reflect the time spent in military service.

10.3 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 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.

10.4 Death Leave

In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative. The length of time off will be at the discretion of the appropriate manager but will not exceed:

- (a) Five scheduled workdays for the following immediate family members: spouse, domestic partner, father,

mother, son, daughter (includes step-parents and step-children and children of domestic partner).

- (b) Three scheduled workdays for the following immediate family members: brother, step-brother, sister, step-sister, mother-in-law, father-in-law, parents of domestic partner, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, and uncle.

10.5 Disability Leave.

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

10.6 Family and Medical Leave

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

10.7 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, while on an authorized leave

of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.

2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission, and has satisfied the conditions applicable to the granting of such leave.
3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.
4. Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company Policy.
5. The Company maintains the right to modify or amend the administration guidelines described in the Company Policy at its discretion.

11.0 OVERTIME, CALL OUT AND STANDBY PAYMENTS

- 11.1 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 a non-scheduled Sunday. (If Sunday is part of the regular posted schedule, then all hours are paid at the basic rate of pay).**
- (d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 11. 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/Personal holiday.
 - First 8 hours worked or not worked on a recognized holiday.
 - **All hours worked on a scheduled Sunday. (Notes: Sunday must be part of the regular post schedule to qualify.)**
 - 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), **Military, Inclement Weather**, Workers Compensation, Unscheduled PTO/ Personal Holiday, and any other paid time off not listed above.
- Any non-paid time off, including non-paid union time.
- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold).
- **All hours worked on a non-scheduled Sunday.**

- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.

11.2 All regularly scheduled Employees called out for work outside of scheduled work hours, shall receive a minimum of two (2) hours at the call-out rate, which shall be paid from the time they enter the Company service area until the time they return to the plant operating center. Employees called at home, who perform work at home, shall receive a minimum of one hour at call out time. Time worked at home beyond one hour shall be paid at the two hour minimum call out rate. Call-out time shall be paid for at one and one half (1.5) times the basic hourly rate for each hour worked. Call out time shall not be included as part of the basic work week.

It is recognized that due to the nature of our business and the necessity of providing continuous service, overtime and call outs after hours are a normal part of the business. It is understood and agreed that employees may be required to work overtime hours as directed by the Company and employees are expected to be available and to generally accept all outs.

11.3 Employees may be required to serve on standby for a day or days at a time, including periods of seven calendar days based on the needs of service. Standby duty, where deemed appropriate, will be rotated among all qualified employees in a geographic area as defined by the Company on a qualifications or seniority basis and shall be at the sole discretion of the Company. During the period of standby, the employee will be available to take all calls and report to a job site as needed.

Based on the needs of service, the Company will determine the number of qualified employees who will be assigned standby duty and the job titles that will be eligible for assignment. At the Company's discretion, employees scheduled for Saturday or Sunday coverage may be disqualified from participating in standby, to include the acceptance of standby through trading with another

employee charged with the responsibility of standby for said period.

During periods of standby, the employee may be assigned a vehicle for business purposes only. If assigned a vehicle, the home garaging guidelines will apply regarding vehicle use and pay.

An employee on standby will be provided a communication device and will be required to stay within paging range at all times. Employees on standby will receive standby pay in the amount of \$30.00 for a scheduled day, \$40.00 for an unscheduled day and \$50.00 for a holiday. This payment is not considered as time worked and does not count towards the computation of daily or weekly overtime.

12.0 WORKING RULES

12.1 General

An employee who works **11 (eleven) consecutive or more** will receive a meal allowance of **\$12.00**.

It is understood that the Company shall reimburse Employees for meals actually eaten. Receipts are not required for meals reimbursed under this section.

Two fifteen (15) minute rest periods shall be allowed in each eight (8) hour day, scheduled as nearly as possible to the midpoint of each work period, with due regard to requirements of the service.

12.2 Moving Expenses.

12.2.1 An Employee transferred at his own request shall bear his own moving expenses.

12.2.2 A regular Employee transferred at the request of the Company shall have his moving expenses paid by the Company in accordance with 12.2.3.

12.2.3 A regular Employee forced to move to another work location more than 45 miles distance because his job has been eliminated, or because it has been pre-empted by an Employee with greater seniority, will have his actual and reasonable moving expenses paid by the Company up to a maximum of \$1,500.

12.3 Employee Travel.

12.3.1 All Employees required, in the course of duty, to travel from one headquarters to another or to the site of the job, or from station to station, or from shop to shop, shall do so on Company time. Personal automobiles used for Company business require management approval. This rate shall be paid in accordance with the standard mileage rate, as defined by IRS guidelines concerning such purposes as stated above.

12.3.2 Employees assigned to travel for purposes of attending Company arranged training programs shall receive reimbursement for actual and reasonable expenses incurred. Employees who attend training programs away from their normal place of work, for a period in excess of three (3) weeks, shall be provided a return trip home every other weekend. At the option of the Employee, the Company shall pay the transportation cost only of the Spouse's travel to the location of training every two (2) weeks in lieu of the Employee's return trip home.

12.3.3 Employees assigned to travel to perform work assignments which include an overnight stay shall receive reimbursement for actual and reasonable expenses incurred, including meals, in accordance with the non-bargaining Employee Expense Policy.

12.4 Tools

12.4.1 The Company will furnish to new Employees and to present Employees, on a replacement basis, all hand and body tools necessary for the proper performance of their jobs. Tools furnished by the Company shall remain the property of the Company and the Employee receiving such tools shall be responsible for them. The Company will replace, without cost to the Employee, tools that are broken or worn out from normal wear and usage, upon the Employee turning over to the Company such broken or worn out tools. All tools issued to an Employee shall be returned to the Company upon termination of employment.

12.4.2 Employees working as Plant Operations and Plant Facilities craftsmen will be reimbursed reasonable costs up to \$60.00 per year for coveralls or other protective clothing and their replacement.

12.5 Uniforms

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

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

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

12.6 Work Week

12.6.1 The work week shall consist of seven (7) days beginning on Sunday, at 12:01 a.m. Five (5) consecutive days per week, eight (8) hours per day shall constitute a week.

12.6.2 Unless an Employee is given at least **twenty four (24)** hours' notice of a change in the hours or days the Employee is scheduled to work, the Employee will be permitted to work the hours or days previously scheduled, and any other time which the Employee is required to work shall be in addition to that previously scheduled.

12.7 Home Garaging

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

13.0 SAFETY

13.1 The Company and the Union pledge strict adherence to the rules and regulations of the State of Oregon/**Washington** relative to safe working practices in the telephone industry.

13.2 The Company, its Supervisors, and the Union, and Employees will cooperate in promoting accident prevention by obeying the Company's Safety Rules.

13.3 The Company and the Union shall each designate one (1) representative to the Safety Committee. The Committee shall:

(a) Monitor and coordinate the Company accident prevention and safety program.

- (b) Monitor safety training.
- (c) Monitor and coordinate safety suggestion procedure.
- (d) Review inspection program.
- (e) Review accident investigation.
- (f) Establish and maintain reports of accidents and safety programs.
- (g) Disseminate safety information.
- (h) Escalate issues to appropriate department.
- (i) The company and union representative will meet each quarter to discuss ongoing safety issues.**

13.4 The Company will provide such safety equipment as is required by Federal or State safety rules and regulations by the Company's published safety rules.

13.5 When an Employee encounters hazardous conditions while working alone, he shall report the hazard immediately and request such additional help as is required to do the assignment safely.

13.6 The Company will continue to make reasonable provisions for the health and safety of its Employees during the hours of their employment and will provide reasonable facilities for storing personal items while the Employee is on duty.

13.7 Safety Footwear. Employees in certain job titles and work environments (typically field operations, construction, warehouse and central office environments) must regularly wear safety footwear (safety shoes/boots) that meets the current national standard, ASTM F2413-05 Class 75 (Impact-75/Compression-75). The Company, in its sole discretion, and in accordance with OSHA standards, will identify the job titles and work environments in which employees will be required to wear

safety footwear. Upon request, the Company shall share the evaluation(s) and findings with the local union.

Employees in the identified titles will be required to wear safety footwear at all times when performing their work assignments. Those employees will have the choice of wearing steel toe or composite toe safety footwear as long as it meets the current national standard.

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.

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

Effective February 17, 2015, 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.

14.0 DEFINITIONS

The following terms have the meaning stated wherever used in this Agreement.

- 14.1 The probationary period of an Employee is the day following the later of the completion of one thousand forty (1,040) hours worked or the completion of six (6) months continuous full-time service in the Bargaining unit, whichever is later. The Company may in its sole discretion, during an Employee's probationary period, layoff or discipline (including discharge) such Employee,

and the Employee shall not have access to Article 2.0 of this Agreement.

- 14.2 A regular Employee is one hired for indefinite tenure, not limited at time of hire by a stated term or for a specific project.
- 14.3 A temporary Employee is one hired for a specific project or definite period, with such limited period of employment stipulated at time of hire.
- 14.4 A full-time Employee is one whose regular workweek is thirty (30) hours or more.
- 14.5 A part-time Employee is one whose workweek is less than thirty (30) hours. Part-time employees are **eligible for benefits in accordance with Company policy, subject to eligibility requirements of the particular benefit plan relevant waiting periods or as dictated by this Agreement.**
- 14.6 A casual Employee shall be defined as one who is employed for occasional work, who has no regularly established workweek, whose days and hours of work are not fixed, and who works solely on call to replace regular or part time Employees who are absent due to sick leave, jury duty, funeral leave, short term military leave, Company approved unpaid leave or PTO. If hired as a regular Employee, casuals shall be given continuous service credit for all straight time hours worked back to the date of initial employment.
- 14.7 Regular straight-time rate is that rate payable to an Employee at his primary title as established by Company records.
- 14.8 Continuous service of an Employee is the period of continuous time worked by Employee for the Company, its predecessors or subsidiaries, beginning with the first day of Employee's most recent continuous employment by the Company. The date of beginning continuous service shall be retained and the term thereof shall remain unbroken in

the event of layoff or leave of absence not exceeding one (1) year, provided that the Employee at time of layoff or commencing leave has completed the Probationary Period, or, in the case of a regular part-time Employee has worked a minimum of one thousand forty (1,040) hours.

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

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

- 14.9 A regular job is a position the duration of which is not limited to a specific project or to a specific term.
- 14.10 A temporary job is a position which is established for a specific project or limited term.
- 14.11 A job or title differential is an additional sum of money paid for increased duties or responsibilities in addition to the basic rate of pay which is normally paid for the basic job title, when deemed necessary by the Company.
- 14.12 A shift or job differential is an additional sum of money paid in addition to the base rate paid for certain evening, night, or specified shifts or assignments.
- 14.13 The phrases “demands of the service”, “service requirements”, and the like as used in this Agreement mean the demands necessary to protect and maintain the service as determined by the Company and as amplified in Section 1.3 above.

15.0 JOB TITLES AND WAGE RATES

- 15.1 The assignment of any job titles covered by this Agreement to an Employee does not mean that he shall perform only the kind of work coming under his title, nor that certain kinds of work shall be performed exclusively by certain titles of Employees.
- 15.2 The wage rates to be paid for work performed in the titles covered by this Agreement shall be in accord with the schedules in the following sections of this Article 15.0, provided, however, that an Employee whose wage rate on the date of this Agreement is higher than the rate specified herein for his job title shall not have his rate for such title reduced due to the execution of the Agreement.
- 15.3 New or Modified Job Titles.

- 15.3.1 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 thirty (30) calendar days before the new job title is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

The Union shall have the right, within thirty (30) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or 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.

- 15.3.2 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 thirty (30) calendar days of the date of the change using the Arbitration Procedure below.

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

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

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

agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

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

15.3.3 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 2, Section 2.9. 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 2, Section 2.9, 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.

15.4 Titles

The following job titles and wage groups shall be recognized **for employees represented by CWA Local 7906:**

Group 1	Business Svc Tech, Cable Tech, Network Tech
Group 2	Customer Svc Tech
Group 3	Service Clerk II

The following job titles and wage groups shall be recognized for employees represented by CWA Local 7818:

Group 1A	Business Svc Tech II
Group 1	Cable Tech, Business Svc Tech I, Network Tech
Group 2	Customer Svc Tech

15.5 Differentials

15.5.1 In-Charge Differentials. The In-Charge differential shall be payable when an Employee is specifically assigned as an In-Charge by the Supervisor to direct work of other Employees.

In Charge Differential..... \$1.00 per hour

15.5.2 An Employee assigned to work during the following times shall receive a shift differential, in addition to the basic rate of pay, in accordance with the schedule below:

Night Shift starting at or after .. 7:00 P.M. and
before 6:00 A.M..... \$0.50 per hour

15.5.3 An Employee assigned to perform the work of a higher wage group shall be paid \$1.50 per hour for actual time worked. This differential would not apply to any employee grandfathered at higher wage group rate.

16.0 SUBCONTRACTING AND TRANSFER OF WORK

- 16.1 Purpose. In recognition of the continuing technological, regulatory and market changes in the telecommunications industry, and in the interest of promoting and protecting the interests of the Company, the Union and employees covered by this Agreement, the parties recognize the Company's need for greater flexibility in subcontracting or transferring Bargaining Unit Work.
- 16.2 Subcontracting. Work normally performed by members of the Bargaining Unit may be assigned to subcontractors so long as it does not cause the layoff or part-timing of any current regular employees who normally perform the same work.
- 16.3 Transfers of Bargaining Unit Work. The company may transfer work performed by the Bargaining Unit Employees to any other Company location provided that the transfer is for bona fide business reasons.
- 16.4 Notification to Union. In the event the Company determines such subcontracting and/or transfer of this work is necessary, the Company will advise the Union. At the Union's request, the Company and the Union will meet to discuss the decision.
- 16.5 **Local 7906** - At the discretion of management based on service requirements and with notification to the union, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. There shall be no limit on the amount of time these types of assignments may occur.

Similarly, employees from other bargaining units with notification to the union, may be required to work at Company locations within this bargaining unit jurisdiction performing bargaining unit work for no more than one hundred and fifty (150) days (accumulative 1200 hours) per calendar year, excluding cases of emergency, **replacement of employees on STD/FMLA/Worker's Compensation or while open requisitions are being**

filled. If the Company exceeds 1200 hours in a calendar year, it shall be required to cease from crossing jurisdictional lines into the unit for the remainder of the calendar year without getting concurrence from the union. The 150 days will be tracked by time codes and furnished to the union upon request. There shall be no limit on the amount of time these types of assignments may occur. The Company will not utilize employees from another bargaining unit to the extent it causes a reduction of employees in the bargaining unit or prevents the addition of more employees to the bargaining unit.

- 16.6 Local 7818 - At the discretion of Management based on service requirements and with notification to the union, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. There shall be no limit on the amount of time these types of assignments may occur.**

Similarly, employees from other bargaining units may be required to work at Company locations within this bargaining unit jurisdiction performing bargaining unit work for no more than one hundred and fifty (150) days (accumulative 1200 hours) per calendar year, excluding cases of emergency, replacement of employees on STD/FMLA/Worker's Compensation or while open requisitions are being filled. If the Company exceeds 1200 hours in a calendar year, it shall be required to cease from crossing jurisdictional lines into the unit for the remainder of the calendar year without getting concurrence from the union. The 150 days will be tracked by time codes and furnished to the union upon request. The Company will not utilize employees from another bargaining unit to the extent it causes a reduction of employees in the bargaining unit or prevents the addition of more employees to the bargaining unit.

17.0 PAYDAYS

- 17.1 Payday shall occur biweekly.
- 17.2 If a payday falls on a holiday, then the preceding workday shall be the payday.
- 17.3 Employees electing to receive pay via direct bank deposit shall be paid on the Friday following each bi-weekly pay period and the pay weeks shall be recognized as starting on Sunday and ending on Saturday. Employees electing not to receive their paycheck via direct bank deposit will have their paycheck mailed to their home via U.S. Mail following each bi-weekly pay period. The Company will attempt to ensure delivery by no later than the recognized Friday payday, but will not be held responsible for delays in paycheck delivery caused by the U.S. Mail system.
- 17.4 Wage/Step Increases

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

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

18.0 RECOGNITION AND/OR INCENTIVE PROGRAM

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed,

implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

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

19.0 CONCESSION TELEPHONE

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.

20.0 ADOPTION ASSISTANCE

Effective March 17, 2015, and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

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

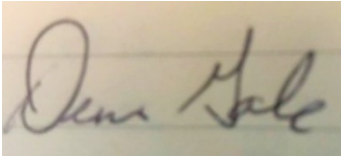
21.0 DURATION OF AGREEMENT

- 21.1 This Agreement shall remain in effect from **May 1, 2020** up to and including April 30, **2023** and thereafter, unless terminated or opened under the terms of Section 21.2 hereinafter set forth.
- 21.2 Either party desiring to terminate or change this Agreement shall notify the other in writing at least sixty (60) days prior to April 30, **2023**.
- 21.2 The Company and the Union will **each be responsible for** 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.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers and representatives, respectively, as of the day and year first above written.

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.

Communications Workers
of America



Dennis Gale
Region Vice President
West Region



Jeanne Stewart
CWA Representative



Bryan Smith
Senior Director Human Resources

Company Negotiating
Committee:

William A Stubbs
Amy D Rehberg
Chris W La Grange

Union Negotiating
Committee:

Jeanne Stewart
Pat McMahon
John Fassler
Brian Moss
Tom McAllister
Jason Yoshinaga

CENTURYLINK
WAGE SCHEDULE - CWA 7906
EFFECTIVE: May 1, 2020*

WAGE SCHEDULE

STEP	01	02	03
Start	\$11.82	\$11.76	\$10.05
6 Months	\$13.44	\$13.29	\$10.67
12 Months	\$15.21	\$15.00	\$11.78
18 Months	\$17.20	\$16.91	\$13.05
24 Months	\$19.48	\$19.03	\$14.41
30 Months	\$22.05	\$21.46	\$15.99
36 Months	\$24.93	\$24.21	\$17.67
42 Months	\$28.31	\$28.31	\$19.58
48 Months	\$32.11	\$30.73	\$21.73

Group 01	Business Svc Tech, Cable Tech, Network Tech
Group 02	Customer Svc Tech
Group 03	Service Clerk II

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

CENTURYLINK
WAGE SCHEDULE - CWA 7906
EFFECTIVE: May 1, 2021*

WAGE SCHEDULE

STEP	01	02	03
Start	\$12.00	\$11.94	\$10.20
6 Months	\$13.64	\$13.49	\$10.83
12 Months	\$15.44	\$15.23	\$11.96
18 Months	\$17.46	\$17.16	\$13.25
24 Months	\$19.77	\$19.32	\$14.63
30 Months	\$22.38	\$21.78	\$16.23
36 Months	\$25.30	\$24.57	\$17.94
42 Months	\$28.73	\$28.73	\$19.87
48 Months	\$32.59	\$31.19	\$22.06

Group 01	Business Svc Tech, Cable Tech, Network Tech
Group 02	Customer Svc Tech
Group 03	Service Clerk II

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

CENTURYLINK
WAGE SCHEDULE - CWA 7906
EFFECTIVE: May 1, 2022*

WAGE SCHEDULE

STEP	01	02	03
Start	\$12.24	12.18	10.40
6 Months	\$13.91	13.76	11.05
12 Months	\$15.75	15.53	12.20
18 Months	\$17.81	17.50	13.52
24 Months	\$20.17	19.71	14.92
30 Months	\$22.83	22.22	16.55
36 Months	\$25.81	25.06	18.30
42 Months	\$29.30	29.30	20.27
48 Months	\$33.24	31.81	22.50

Group 01	Business Svc Tech, Cable Tech, Network Tech
Group 02	Customer Svc Tech
Group 03	Service Clerk II

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

CENTURYLINK
WAGE SCHEDULE - CWA 7818
EFFECTIVE: September 1, 2020*

WAGE SCHEDULE

STEP	01A	1	2
Start	\$13.00	\$11.82	\$11.76
6 Months	\$14.78	\$13.44	\$13.29
12 Months	\$16.75	\$15.21	\$15.00
18 Months	\$18.93	\$17.20	\$16.91
24 Months	\$21.44	\$19.48	\$19.03
30 Months	\$24.23	\$22.05	\$21.46
36 Months	\$27.46	\$24.93	\$24.20
42 Months	\$31.13	\$28.31	\$27.28
48 Months	\$35.32	\$32.11	\$30.72

Group 01A	Business Svc Tech II
Group 01	Business Svc Tech I, Cable Tech, Network Tech
Group 02	Customer Svc Tech

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

CENTURYLINK
WAGE SCHEDULE - CWA 7818
EFFECTIVE: May 1, 2021*

WAGE SCHEDULE

STEP	01A	1	2
Start	\$13.20	\$12.00	\$11.94
6 Months	\$15.00	\$13.64	\$13.49
12 Months	\$17.00	\$15.44	\$15.22
18 Months	\$19.21	\$17.46	\$17.16
24 Months	\$21.76	\$19.77	\$19.32
30 Months	\$24.59	\$22.38	\$21.78
36 Months	\$27.87	\$25.30	\$24.56
42 Months	\$31.60	\$28.73	\$27.69
48 Months	\$35.85	\$32.59	\$31.18

Group 01A	Business Svc Tech II
Group 01	Business Svc Tech I, Cable Tech, Network Tech
Group 02	Customer Svc Tech

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

CENTURYLINK
WAGE SCHEDULE - CWA 7818
EFFECTIVE: May 1, 2022*

WAGE SCHEDULE

STEP	01A	1	2
Start	\$13.46	\$12.24	\$12.18
6 Months	\$15.30	\$13.91	\$13.76
12 Months	\$17.34	\$15.75	\$15.52
18 Months	\$19.59	\$17.81	\$17.50
24 Months	\$22.20	\$20.17	\$19.71
30 Months	\$25.08	\$22.83	\$22.22
36 Months	\$28.43	\$25.81	\$25.05
42 Months	\$32.23	\$29.30	\$28.24
48 Months	\$36.57	\$33.24	\$31.80

Group 01A	Business Svc Tech II
Group 01	Business Svc Tech I, Cable Tech, Network Tech
Group 02	Customer Svc Tech

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

**Letter of Understanding
by and between
CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
and
Communication Workers of America**

TAX DEFERRED SAVINGS PLAN

It is agreed that the Company will provide a tax deferred savings plan, **the CenturyLink 401K Savings Plan** ("the Plan") for the Employees covered under the collective bargaining agreement. The Plan shall be subject to the applicable IRS rules and regulations.

During the term of this Memorandum of Agreement, the Company will make a matching contribution to the CenturyLink 401(k) **Savings Plan** as follows:

- Effective January 1, 2020 for employees hired, rehired, or transferred into this bargaining unit prior to May 1, 2008, 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, rehired, or transferred into this bargaining unit between May 1, 2008 through July 1, 2015, the match will continue to 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, 2015 the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula **provided** for Non-Bargaining Employees **in the plan**
- **Employees hired or re-hired into the bargaining unit on or after Date TBD, shall automatically be enrolled in the Plan in accordance with the terms of the Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the Plan and its administration procedures. This change will not go into effect until after all locals covered under the Plan have agreed to this language. Automatic enrollment**

will be implemented as soon as administratively feasible upon agreement by all locals.

This Memorandum of Agreement is effective upon ratification and shall expire on April 30, **2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Plan shall also terminate on April 30, 2020 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.



William A Stubbs
Director – Labor Relations

Communications Workers
Of America



Jeanne Stewart
CWA Representative

**Letter of Understanding
by and between
CenturyTel of Washington, Inc.
d/b/a CenturyLink
and
the Communications Workers of America**

Tax Deferred Savings Plan

It is agreed that the Company will provide a tax deferred savings plan ("CenturyLink Union 401K Plan") for the employees covered under this collective bargaining agreement. The Plan shall be subject to the applicable IRS rules and regulations.

During the term of this Memorandum of Agreement, the Company will make a matching contribution to the CenturyLink Union 401(k) Plan as follows:

- Effective January 1, 2018 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit prior to September 1, 2008, the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, 2018 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit on or after September 1, 2008, but prior to July 1, 2015, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, 2015 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015 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.
- Employees hired or re-hired into the bargaining unit on or after January 1, 2021, shall automatically be enrolled in the Plan in accordance with the terms of the Plan and its

administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the Plan and its administration procedures. This change will not go into effect until after all locals covered under the Plan have agreed to this language. Automatic enrollment will be implemented as soon as administratively feasible upon agreement by all locals.

This Memorandum of Agreement is effective upon ratification and shall expire on April 30, 2023. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Plan shall also terminate on April 30, 2023 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.



William A Stubbs
Director – Labor Relations

Communications Workers
Of America



Jeanne Stewart
CWA Representative

**Letter of Understanding
by and between
CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.
and
Communication Workers of America**

PAYROLL DEDUCTION FOR COPE

The Parties and the Communications Workers of America agree to implement the following provisions for the payroll deduction of CWA COPE (Committee on Political Education). This agreement shall become effective September 1, 2017 and expires on April 30, 2020.

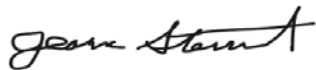
1. The Company will make collection of CWA/PAC funds once each month through payroll deduction from employee's pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the respective Company.
2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made together with the reasons therefore.
3. The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the CWA/PAC deduction authorization forms.
4. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of CWA/PAC collection from the employees and subsequent transfer to the Union.

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.



William A Stubbs
Director – Labor Relations

Communications Workers
Of America



Jeanne Stewart
CWA Representative

**Letter of Understanding
by and between
CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.
and
Communication Workers of America**

FOUR DAY WORK WEEK

The parties recognize that in certain work units or work groups, it may be beneficial to employees and in the best interest of the business to establish a four-days-per-week, ten-hours-per-day (four-day workweek) schedule as a normal work week.

The provisions of the Agreement will continue to apply to bargaining unit employees on four-day workweek schedules except as noted in the parameters and implementation procedures listed below.

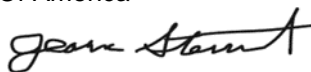
1. The Company shall determine the eligible job titles and locations. Four-day workweeks shall first be offered on a voluntary basis. In the event there are multiple qualified volunteers, seniority will prevail. **If there are not enough qualified volunteers to meet the requirements of the service, the schedules shall be assigned.**
2. Overtime will be paid when an employee works in excess of ten (10) hours per day, or in excess of forty (40) hours in a workweek for employees covered under this Letter of Understanding.
3. Weeks containing a recognized holiday shall be scheduled on the basis of five (5), eight (8) hour days.
4. Absence for Jury and Bereavement Leave will be compensated on a ten-hour basis.
5. PTO scheduled in 40 hour (weekly) blocks, employee will be scheduled on the basis of five (5), eight (8) hour days.

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.



William A Stubbs
Director – Labor Relations

Communications Workers
Of America



Jeanne Stewart
CWA Representative

**Letter of Understanding
by and between
CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.
and
Communication Workers of America**

Mandatory Overtime

The parties recognize the importance of balancing the needs of the business and the importance of serving customers with the needs of employees to take care of personal circumstances. The current contract language is clear that employees may be required to work overtime as directed by the Company to meet the needs of the business.

To help address the balance of employee needs noted above, the Company agrees to attempt to limit the need for mandatory overtime as much as possible. The Company also agrees to give consideration to employee requests to be excused from mandatory overtime for special circumstances and events that arise in their personal lives.

This Memorandum of Agreement in no way modifies the existing contractual ability of the Company to require overtime, if that becomes necessary.

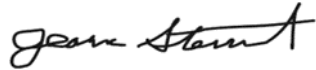
The parties agree that this Memorandum of Agreement is not subject to the grievance and arbitration procedure described in Article 2.0.

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.
CenturyTel of Washington, Inc.



William A Stubbs
Director – Labor Relations

Communications Workers
Of America



Jeanne Stewart
CWA Representative

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