

**2019 - 2022
AGREEMENT**

Between

**UNITED TELEPHONE COMPANY
OF THE NORTHWEST**

And

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 7970**



EFFECTIVE DATE: NOVEMBER 1, 2019

EXPIRATION DATE: OCTOBER 31, 2022

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Between
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OF THE NORTHWEST
And
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This contract, signed this 1st day of November **2019**, by and between United Telephone Company of the Northwest, d/b/a CenturyLink, hereinafter collectively referred to as the “Company”, and the Communications Workers of America, hereinafter referred to as the “Union”, shall apply only to employees in the collective bargaining unit described in paragraph 1.

ARTICLE 1
RECOGNITION

- 1.1 The Company hereby recognizes the Union as the exclusive and sole bargaining agent of all Customer Service (CSO), Business Markets (BMO), Carrier Markets and Consumer Markets employees and all Central Office Equipment Installers at the following exchanges:

The Dalles, Hood River, Tillamook, Sheridan, Lincoln City, White City, Cloverdale, and Cascade Locks, Oregon;

Poulsbo, Goldendale, Stevenson, Sunnyside, Toppenish, Wapato, and White Salmon, Washington;

Excluding all employees in the Engineering Sections in the Customer Service and Business Markets organizations, all employees in the Finance departments, and all guards, supervisors, and professional employees as defined in the National Labor Relations Act (NLRA) as amended.

- 1.2 The Company and the Union agree that there should be no discrimination against any employee or applicant for employment, in any manner, relating to employment because of race, color, creed, sex, age, national origin, religion, marital status, veterans status or physical or mental handicap.

1.2.1 The Company and the Union recognize and comply with the Federal law called “American’s With Disabilities Act” (ADA).

1.3 Crossing Jurisdictional Boundaries

At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction **as needed**. Similarly, employees from other bargaining units may be required to work at Company locations within the bargaining unit jurisdiction performing bargaining unit work. The company agrees to provide notification to the **Union Bargaining Agent** on these occasions. **Upon request, the Company will provide annually, to the Union Bargaining Agent, a report showing, year to date, the time coded of employees from other bargaining units required to work at Company locations within the bargaining unit jurisdiction performing work within the unit and employees covered by this agreement required to work at other Company locations outside the bargaining unit jurisdiction.**

ARTICLE 2

UNION MEMBERSHIP PAYROLL DEDUCTION OF UNION DUES

- 2.1 Employees who are members of the Union (i.e., who have joined the Union and have neither resigned nor been expelled) on or after the thirtieth (30th) day following the beginning of their employment by the Company or the effective date of this Contract, whichever is the later, or who become members of the Union while employed by the Company after such later date, shall, as a condition of continued employment, maintain their membership in the Union in good standing unless, at their discretion, they choose to resign their membership under the conditions of Section 2.2 of this article.
- 2.1.1 For purposes of this paragraph, to “maintain their membership in the Union in good standing” means to pay the initiation fees and periodic dues uniformly required as a condition of membership in the Union.
- 2.1.2 If an employee member of the Union fails to maintain membership in the Union in good standing, the Union shall notify the Company in writing of such employee’s delinquency. Upon receiving such written notice the Company shall advise the employee that his/her employment is in jeopardy and that the failure to meet membership obligation to the Union within five (5) days will result in termination of his/her employment. If such obligation is not so met, the employee shall be discharged.

- 2.1.3 This paragraph shall be suspended automatically with respect to any employee who (1) is removed from the payroll of the Company; or (2) is transferred out of the bargaining unit; or (3) is on a leave of absence for 30 days duration or longer. Said paragraphs shall again apply to such employee upon return to the bargaining unit, but he/she shall not be required as a condition of employment to pay dues to the Union for any month during which said paragraphs were suspended for 15 days or more.
- 2.2 The Company agrees that, upon receipt of an individual written authorization in form approved by the Company and signed by an employee covered by this Contract, it will deduct monthly from such employee's wages the amount of Union dues specified in such authorization and forward the amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent. An employee, at their discretion, may resign from the Union at any time upon written notice to the Company and the Union. Such notice should be directed to the Human Resource Business Partner or other person designated by the Company.

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

- 2.2.1 In general, dues deductions will be made in a designated pay period in the current month for properly executed dues deduction authorizations received by the Company Controller or other designated person at least five (5) days prior to the end of the payroll period from which deductions will be taken. However, the Company assumes no responsibility, either to the employee or to the Union, for any failure to make, or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.
- 2.2.2 The furnishing of employee information, and dues deduction information, for employees represented by the Union, is governed by such rules of procedure as are agreed upon from time to time by the Union and the Company.

- 2.2.3 It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues and assessments on Company premises where work operations are being performed and while the Union representatives and/or the employees involved are on Company time.
- 2.2.4 An employee's authorization shall be automatically canceled if he/she is granted a leave of absence in excess of thirty (30) calendar days.
- 2.2.5 The written certification by the Secretary-Treasurer of the Union changing the amount of dues to be deducted must be delivered by the Union to the Company controller or other designated person on or before the seventh calendar day of the month preceding the month in which the first deduction at the new rate is to be made effective, together with a list of names of all employees affected by the change, by payroll number and in alphabetical order.
- 2.3 Agency Shop Provisions – Effective January 1, 2017

Any employee entering the bargaining unit on or after January 1, 2017, shall, as a condition of employment and not later than thirty (30) calendar days after entering the bargaining unit, either join the Union and tender to the Union monthly membership dues or elect not to join the union and pay an agency fee equal to the monthly dues charged by the Union to all Employees who are members of the Union. It is understood that any employee already in the bargaining unit prior to January 1, 2017 will be subject to membership requirements in accordance with Article 2.1 and will NOT be subject to the agency shop provisions.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Company retains all customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Company retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The Company shall have no obligation to bargain with the Union with respect to any such subject or the exercise of Company discretion and decision making with regard thereto, any subject covered by the terms of this agreement and closed to further

bargaining for the term thereof, and any subject which was or might have been raised in the course of collective bargaining.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Company shall include the following:

1. To direct and supervise all plant and business operations and policies.
2. To close or liquidate an operation or facility, or combination of facilities, or to move such operation or facility.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish the standards for hiring, journeyman classification, promotion, quantity of work, quality of work, safety, materials, equipment, methods and procedures.
5. To install new, or to discard, wholly or in part, old methods, procedures, materials, equipment, plant and facilities, or standards.
6. To assign and distribute work.
7. To contract work as determined by the Company.
8. To assign shifts, work days and work locations.
9. To assign all work duties.
10. To introduce new jobs and to revise job titles and duties into the unit.
11. To determine the need for and the qualifications of new hires, transfers and promotions.
12. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, is not in bad faith, or is not without just cause.

The exercise of any management prerogative, function, or right which is not specifically modified by this agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this agreement.

ARTICLE 4
COLLECTIVE BARGAINING PROCEDURE

- 4.1 All collective bargaining shall be carried on between authorized representatives of the Union as designated by its President and authorized representatives of the Company.
- 4.2 Any agreement reached as a result of the collective bargaining by the representatives of the parties to this Agreement shall become effective and binding only as of the date signed by the aforementioned parties.
- 4.3 The Union and the Company shall keep each other currently advised in writing of the names of representatives authorized to represent them in collective bargaining negotiations, and in the execution of final and binding agreements.
- 4.4 By mutual consent of the authorized representatives of the parties hereto, this Agreement may be amended at any time. Such amendment shall be reduced to writing, state the effective date of the amendment, and be executed in the same manner as this Agreement.

ARTICLE 5
STRIKES AND LOCKOUTS

- 5.1 The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate in or join in any strike, stoppage, slowdown, picketing or other restrictions of work, to include employee participation in a sympathy strike in conjunction with personnel outside of the bargaining unit, either at the Company's premises or the premises of customers whom the Company serves, during the life of the agreement. Lockouts, strikes, stoppages, slowdown, picketing or other restrictions of work will be a violation of this Agreement and disciplinary action, including discharge, may be taken against any person or persons engaged in such a violation. Such disciplinary action may be undertaken selectively at the option of the Company and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Company. Nothing in this article will interfere with an employee's rights guaranteed under the National Labor Relations Act or any other State or Federal Law, nor does the article imply that an employee may not participate in informational picketing on their own time.
- 5.2 In the event of a strike, stoppage, slowdown, picketing or other restriction of work in any form, either on the basis of individual or collective employee conduct, the Union will immediately upon

notification attempt to secure an immediate and orderly return to the job. This obligation and the obligations set forth in subparagraph 5.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

- 5.3 There will be no lockout of the employees by the Company as a consequence of any dispute arising during the term of this Agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 The parties recognize that it is in the interest of all concerned that there be an orderly procedure whereby employee complaints and job-related problems may be expressed, discussed and, wherever possible, resolved to the mutual satisfaction of all concerned. It is also recognized that not all complaints or job-related problems can or should be subject to any obligations to arbitrate. Consequently, a grievance is defined as a complaint by an employee for whom the Union is the bargaining agent, involving the interpretation or application of a specific provision of this Agreement during the term of this agreement. Grievances shall be based upon the provisions of this Agreement only. Only grievances as herein defined shall be subject to arbitration. All other employee complaints or job-related problems shall be subject only to the procedure outlined in Articles 6.3 through 6.6. In all such cases the decision of the Company Vice President, or his/her designated representative, shall be final, if the matter is not earlier resolved.
- 6.2 An individual employee or group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the bargaining agreement then in effect and provided further that upon request the Union shall be given an opportunity to be present at such adjustment. Any resolution to a grievance by the Company with an employee or group of employees under this provision will be submitted to the Union President within ten (10) days of the settlement.
- 6.3 Informal Resolution - A complaint should first be attempted to be resolved informally by the employee(s) by discussing it with his or her first level manager. Where the employee involved so requests, the Union may present the complaint to the first level manager of the employee involved. When the specific employee or employees affected by the event cannot be identified, a Union representative in that district,

as, representative, could if requested by the employee(s) attempt to resolve the complaint informally with the first level manager of the bargaining unit work group in which the event occurred.

- 6.4 Step 1 - If the complaint cannot be mutually satisfied under Article 6.3, the Union may appeal the complaint to the grievance procedure within forty-five (45) days following the alleged occurrence. The grievance shall be reduced to writing, setting forth the factual basis and specific contract provisions relied upon. Within ten (10) working days following presentation (either face-to-face or telephone conference), this level manager shall give the Company's position on the grievance in writing to the Union representative.
- 6.5 Step 2 - If the grievance is not satisfactorily adjusted under the provisions of Article 6.4, the grievance may be appealed to the Company Manager, Labor Relations or other designated Company representative within ten (10) working days following issue of the written answer. Within ten (10) working days after the presentation (either face-to-face or telephone conference), the Company shall give its position on the matter in writing to the Union representative.
- 6.6 If the grievance is not satisfactorily adjusted under the provisions of Article 6.5, the Union may appeal the grievance to arbitration as outlined in Article 7.
- 6.7 The time periods specified in this Article may be extended or modified by mutual consent. If the time periods set forth under the steps of the grievance process are not met by the Company, the Union may move the grievance to the next step of the grievance process or arbitration, whichever is next.
- 6.8 No complaint or grievance shall be eligible for handling hereunder unless proceedings to that end shall begin within forty-five (45) days after the event out of which such grievance shall have arisen.
- 6.9 Authorized representatives of the Union who are employees covered by this Contract, and aggrieved employees who are covered by this Contract, shall suffer no loss in pay at straight time when attending meetings with Company representatives when such meetings pertain to matters relating to the grievances being processed under Article 6, subject to the following conditions:
- (a) Pay shall be allowed only if (1) the employee has been excused from duty in advance by the supervisor to attend the meeting; (2) such meeting is held during said employee's scheduled straight-

time working hours; and, (3) said employee would have worked had he/she not attended such meeting.

- (b) The time paid for shall be limited to actual meeting time plus necessary time, if any, spent during scheduled straight-time working hours in traveling between the employee's work location and the Union-Management meeting. The travel time payment is limited to the geographical boundaries prescribed by Article 1.
 - (c) All time paid for under Article 6 shall be in accordance with the straight-time hourly rate prescribed in Schedule 1 through 11, as the case may be.
- 6.9.1 The Company reserves the right to limit, to a maximum of three (3), the number of employees who shall be paid while attending grievance meetings.
 - 6.9.2 No payment shall be made to an employee for time spent in a grievance meeting held while the employee is excused from duty without pay or is on a leave of absence.
 - 6.9.3 When a grievance meeting ends a reasonable time prior to the completion of scheduled working hours, an employee who would be working if not attending such meeting, shall return to work.
- 6.10 The procedure prescribed in Article 6 shall not be applicable to claims not based upon a specific provision of this Agreement, subjects related to an exercise of Company judgment and discretion in the management or operation of its business, as more particularly described, without limitation thereof, in Article 3, to the discharge of a probationary employee, as defined in Article 14.2 and to the transfer of employees as needed in the sole judgment of the Company. The discharge of an employee with more than six (6) but less than twelve (12) months of Net Credited Service, as defined in Article 14.1, shall not be subject to the obligation to arbitrate under Article 6.7, if not previously resolved.
 - 6.11 The Company shall notify the Local President of the Union of each discharged employee within ten (10) working days after discharge.
 - 6.12 Any resolution of a grievance in the course of the steps set forth in Articles 6.3 through 6.4 above shall not be considered to set any precedent with respect to the subject matter involved.

ARTICLE 7 ARBITRATION

- 7.1 Subject to the limitations stated in paragraph 3, a grievance which cannot satisfactorily be settled through the grievance procedure outlined in paragraph 6, may be taken to arbitration as provided in this paragraph during the term of this agreement.
- 7.2 A request for arbitration shall be presented in writing by one party to the other within twenty (20) calendar days after receipt by the Union of the Company's final answer on the grievance.
- 7.3 Not later than ten (10) calendar days after one party to the other serves written notice of intent to appeal a grievance to arbitration, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to furnish, to the Company and the Union, from the National Academy of Arbitrators, a list of seven (7) qualified and impartial arbitrators with their principal place of residence in Oregon, Washington, Montana, Idaho or Colorado. Within fourteen (14) days after receipt of the panel of arbitrators by the parties (unless mutually agreed to extend the time limits) the Company and the Union shall alternately strike names from the list, until one name remains. The arbitrator whose name remains shall hear the grievance.
- 7.4 The hearing on any grievance which the Union has given the Company notice of intent to arbitrate must be concluded within eighteen months from the date notice is given. In the event the hearing is not concluded within eighteen months, the grievance will be considered to have been withdrawn by the Union.
- 7.5 The cost of the arbitrator, meeting rooms and other items mutually used and agreed upon shall be borne equally by both parties.

Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.

- 7.6 The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company.
- 7.7 The arbitrator shall not have authority to add to, subtract from, or modify this Agreement or any part thereof. In cases subject to arbitration involving discharge or lesser discipline the only issue for the impartial

third party shall be whether the Company's action was arbitrary, in bad faith, or without just cause. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall only have the authority to include in the award a direction for payment of money, retroactively or otherwise, but limited to making the employee whole and no more. Deductions must be made for interim earnings (from any source), Worker's Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged during that period. Nothing in this paragraph precludes the arbitrator awarding any benefits which the employee may be entitled.

- 7.8 In any case the Company will not be obligated to make restitution to the Grievant for more than eighteen (18) months.
- 7.9 The time periods specified in paragraph 7 may be extended or otherwise modified by mutual consent.

ARTICLE 8 DISMISSALS

- 8.1 The Union recognizes the right of the Company to terminate probationary employees for any reason and to terminate employees with more than six (6) months Net Credited Service, provided that in the latter case such action is not arbitrary, in bad faith, or without just cause. In the event the Union, within twenty (20) working days after notification to the Local Union President of the dismissal of an employee, charges in writing to the Company that such employee has been dismissed in violation of paragraph 8, the matter shall be handled in accordance with paragraph 6, Grievance Procedure. If the matter is not satisfactorily adjusted under the grievance procedure, it may be carried to arbitration in accordance with the procedure included in paragraph 7, Arbitration.
- 8.2 An employee who is absent for three (3) consecutive scheduled work days, without notification to a supervisor prior to or during that period, shall be treated as a voluntary quit. Such person may be reinstated as an employee upon presentation of proof satisfactory to the Company that the failure to notify was for reasons over which the employee had no control.

ARTICLE 9 EMPLOYEE RECORDS

- 9.1 An employee, or the Union Representative with the employee's written consent, may inspect the specific parts of his/her record which are directly pertinent to a formal grievance as filed under paragraph 6.
- 9.2 A copy will be furnished to an employee of any entry in his/her personnel record which might adversely affect his/her employment at the time the entry is made in the file.

**ARTICLE 10
LIST OF EMPLOYEES**

- 10.1 Upon request, the Company will furnish annually, on or about February 1, to the designated representative of the Union, a list showing the name, headquarters location and continuous service record date of each regular and temporary employee in the bargaining unit.
- 10.2 Upon request, the Company will furnish the designated representative of the Union, as soon as practicable, a supplementary list showing the name, headquarters location and continuous service record date of each such regular and temporary employee who has been engaged, re-engaged or transferred in since last reporting or during a lesser specified period.
- 10.3 Upon request, the Company will furnish the designated representative of the Union as soon as practicable, a list of all employees currently on leave of absence and all changes in names (showing the former and present name) of employees in the bargaining unit since last reporting or during a lesser specified period. These lists shall include the payroll designation of the employees concerned.

**ARTICLE 11
PROMOTION OR TRANSFER OF UNION OFFICERS**

- 11.1 When the Company desires either to promote to a management position or to transfer an employee who is duly certified president, vice-president, secretary-treasurer, a member of the executive board of the local or district representative of a local of the Union, and the proposed change would have an effect on his/her status as an officer of the Local, the Company agrees to give the designated representative of the Union written notice of such impending promotion or transfer at least 14 calendar days prior to the effective date of the change.

**ARTICLE 12
ABSENCE FOR UNION ACTIVITIES**

- 12.1 Upon forty-eight (48) hours prior written notice, Union officers or representatives shall be permitted to absent themselves from work for reasonable lengths of time to transact Union business, without pay, provided that in the Company's judgment service requirements permit and prior approval is granted by the employee's supervisor.

ARTICLE 13 BULLETIN BOARDS

- 13.1 The Company will install and maintain bulletin boards in mutually agreed upon locations for use by the Union.
- 13.2 Use of such bulletin boards by the Union shall be confined to such Union matters as notices of meetings, recreational activities, social affairs, nomination and election of Union officers, and such other matters as may properly be considered as non-controversial and non-derogatory of the Company and its personnel. Controversial material, political, advertising and similar material will not be posted. Where any material posted by the Union is deemed by the Company to be controversial in nature, it shall be promptly removed at the request of the Company. Material posted on the bulletin board will be dated and signed by an authorized Union representative.
- 13.3 The cost of providing, installing, maintaining and relocating such bulletin boards will be paid for by the Union.

ARTICLE 14 SENIORITY

- 14.1 Seniority, for the purpose of this Agreement, is the amount of time spent as an employee in a CenturyLink bargaining unit subject to the provisions contained in 14.5. Net Credited Service is the continuous employment with the United Telephone Company of the Northwest or respective predecessors or any affiliated company, less deductions for time lost during leaves of absence, strikes and layoffs for lack of work.
- 14.2 A newly engaged employee will be considered as a probationary employee until after having completed six (6) months of Net Credited Service. If he/she remains an employee after this six (6) month period the Net Credited Service date will be established as the original start date.
- 14.3 Seniority shall apply on a company-wide basis. In cases of promotion, transfer, and layoff for lack of work the Company's discretion as to relative qualification, aptitude and ability to perform the work as

between two or more employees shall be controlling. Where in the Company's judgment relative qualification, aptitude, and ability to perform the work is equal as between two or more employees, seniority shall control.

- 14.4 Any employee who is promoted or transferred to a job outside the bargaining unit will be eligible to return to the bargaining unit, to a job **title** held while in the bargaining unit or to any entry level position. Such return to the bargaining unit shall be through the application process of Article 15. For purposes of such application under Article 15 and for one (1) year after return to the bargaining unit, he/she will have the same seniority, for purposes of promotion, transfer or layoff, as possessed at the time of promotion or transfer to a job outside the bargaining unit. One (1) year after return to the bargaining unit, he/she will have restored for all purposes seniority equal to Net Credited Service.
- 14.5 CenturyLink Corporation employees who are hired into this bargaining unit from another CenturyLink bargaining unit with a reciprocal seniority provision will retain all seniority. For the sake of shift and vacation selection, and other provisions of the contract where seniority is used, seniority will not be bridged for twelve (12) months.

ARTICLE 15 PROMOTIONS WITHIN THE BARGAINING UNIT

- 15.1 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.
- 15.2 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.

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.

- 15.3 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. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.
- 15.4 The Company will notify selected candidates of their selections within ten (10) calendar days.
- 15.5 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.

ARTICLE 16 VACATION

- 16.1 Vacation will be given to all regular, full-time and part-time employees during each vacation base year in accordance with other provisions of Article 16.
- 16.2 Full-time employees shall be paid for vacation periods at their basic straight-time hourly rate, or straight-time weekly equivalent without overtime, shift differential, or other premium of any kind, as of the time the vacation is taken. Part-time employees shall be paid for vacation on a prorated basis according to how the hours (excluding overtime) worked compared to a full-time schedule. The calculation will be for a full one (1) year period, and will be done on January 1st of each year. The hours used to calculate pro-rated vacation pay for the current year will be those hours worked from January 1st to December 31st of the previous year.

When an employee has been employed at least one (1) year, pro-rated vacation will be calculated using those hours worked from the employee's net credited service date in the previous year to the Net Credited Service date in the current year.

- 16.3 Employees will be entitled to vacation with pay as follows:
- (a) If the Net Credited Service is one (1) year or more but less than five (5) years, 80 hours
 - (b) If the Net Credited Service is five (5) years or more but less than 15 years, 120 hours
 - (c) If the Net Credited Service is 15 years or more but less than 25 years, 160 hours
 - (d) If Net Credited Service is 25 years or more, 200 hours

Vacation entitlement, if any, may be taken at any time during the calendar year in which the employee will accumulate the full amount of required Net Credited Service as set forth in the above schedule, service requirements permitting. Employees may carryover up to 40 hours of vacation to be taken by December 31st of the next calendar year. In addition, an employee choosing not to carryover vacation shall have the right to request a payout of remaining vacation for that calendar year up to forty (40) hours. The employee's request in writing to their supervisor must be received no later than December 1st of each calendar year. Failure to request payout within the time frames as outlined above shall result in those remaining vacation hours up to forty (40) hours being carried over into the next calendar year.

- 16.4 Whenever a holiday which would have been included in an employee's work schedule falls within the employee's paid vacation period, the Company shall in each case grant an additional day of paid vacation in lieu thereof. The scheduling of any such additional day of paid vacation shall be at the option of the employee, service requirements permitting, provided it shall be taken prior to the beginning of the next succeeding calendar year.
- 16.5 An employee who resigns, retires, separated under Article 20, or dismissed for any reason other than an act of misconduct, shall be granted a payment for any vacation earned and not already taken during the year in which termination occurs.
- 16.6 A vacation schedule for the following year will be posted prior to November 25th by the Company. A single copy will be posted at each work place covering the employees reporting to that work place. In addition to a listing by seniority it will indicate those weeks in which vacation may be taken and the maximum number of employees who will be granted vacation during each such week.
- 16.7 The selection of vacation weeks will be by order of seniority, service requirements permitting. All selections must be for periods of not less than one (1) week, unless entitled to a lesser period, and scheduled to begin on the first working day of the week. If the total weeks' eligibility is not taken as one (1) unit the senior employee will exercise his/her choice on the first segment only until all other members of the work group has made a selection. Other segments will then be chosen in the same procedure. Notwithstanding any other provision of this Agreement the Company may assign vacation periods in accordance with its sole judgment as to service requirements.
- 16.8 All employees will expedite their choice to ensure completion of the list prior to February 15th of the vacation year. Day at a time vacation will be on the schedule no later than June 1st. Any day at a time vacation scheduled by February 15th will be done so by seniority. From February 16th to June 1st day at a time vacation previously not scheduled will be on a "first come first serve" basis. Anyone failing to exercise the option prior to that time will have his/her vacation periods assigned by the Company.
- 16.9 No change or rearrangement of the vacation schedule after February 15th may be made without Company approval.

- 16.10 Employees entitled to two (2) or three (3) weeks vacation may take up to ten (10) days of vacation one day at a time. Employees entitled to four (4) or five (5) weeks vacation may take up to fifteen (15) days of vacation one day at a time.
- 16.10.1 One-day, or fraction of one day, vacation shall be granted on the basis of the earliest request (first come, first served), subject to the Company's judgment as to service requirements. The Company may limit the number of employees in each work group granted vacation on a given day. Holidays (under paragraph 17) are excluded from selection.
- 16.10.2 Requests for one-day or fraction of one day vacation after March 1st may be made at any time following selection of reserved weeks but must be received by the supervisor not later than Monday of the week preceding the week in which the vacation is requested. The supervisor may consider requests made on shorter notice. The supervisor will determine whether to grant the request as soon as practicable in light of his/her determination of force requirements and work schedules for the week in which the vacation is requested.
- 16.10.3 "Reserved Weeks" will be selected in order to avoid accumulation of unused single vacation days at the end of the year. Between February 15th and March 1st, each employee who wishes to take one-day vacation will designate a reserved week on the vacation schedule. Those who are eligible and wish to take two (2) weeks of vacation a day at a time will designate two (2) reserved weeks. Selection of reserved weeks will be by seniority, with no one selecting a second reserved week until all have selected their first reserved week. The Company will determine those weeks which may be selected as reserved weeks and the maximum number of employees who may select each as a reserved week. The Company will assign the reserved week for any employee who fails to select by March 1st.
- 16.10.4 Any single days or fraction of one (1) day of vacation not previously taken must be taken during each employee's reserved week(s). At least two (2) weeks prior to the reserved week(s), the employee shall select those days or fraction of a day he/she wished to take as vacation during that week. The employee shall be scheduled for the selected days or fraction of a day, subject to the Company's determination as to service requirements.

16.10.5 Employees assigned away from headquarters, who request and are granted one-day vacation, including a day within a reserved week, will not be allowed travel time and expense unless the one-day vacation immediately precedes or follows a full week of vacation, unless otherwise provided in subparagraph 32.4 and 32.7.

16.11 Vacation includes both scheduled vacation and unscheduled vacation. Scheduled vacations are those hours selected by the employee in accordance with the vacation selection process. Unscheduled vacation occurs when an employee requests time away from work that is not pre-scheduled. Scheduled vacation hours are included as part of a regular work week for overtime purposes, unscheduled/unauthorized hours are not included.

16.11.1 Unscheduled unauthorized vacation time will count as an occurrence under the attendance plan.

As of 1/1/20

16.1 Vacation will be given to all regular, full-time and part-time employees during each vacation base year in accordance with other provisions of Article 16.

16.2 Full-time employees shall be paid for vacation periods at their basic straight-time hourly rate, or straight-time weekly equivalent without overtime, shift differential, or other premium of any kind, as of the time the vacation is taken. **Regular part-time employees scheduled for 20 to 30 hours per week are eligible for one-half (1/2) of the vacation time that a full-time employee with the same length of service is entitled to. Vacation time for employees changed from part-time to full-time, or full-time to part-time, is determined on a prorated basis for the time worked in the respective status during the year.**

16.3 Employees will be entitled to vacation with pay as follows:

<i>Length of Service</i>	<i>Eligible Hours</i>
<i>0 but < 1 yr</i>	<i>0*</i>
<i>1 yr < 5 yrs</i>	<i>80 hrs</i>
<i>5 yrs < 15 yrs</i>	<i>120 hrs</i>
<i>15 yrs < 25 yrs</i>	<i>160 hrs</i>
<i>25 yrs and over</i>	<i>200 hrs</i>

***During the first calendar year of employment employees are not eligible for vacation pay.**

The vacation year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st of each year in which this Agreement continues in effect, except that in the anniversary year of 1, 5, 15, and 25 years the employee earns vacation at the higher rate for the entire year.

Employees are encouraged to schedule and take all vacation within the calendar year. However, due to business or other needs, an employee may not be able to take all of his or her vacation time in the current year. In these instances, up to 40 hours of vacation will be automatically carried over for use by December 31 of the following year. 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 vacation, except in situations where vacation is cancelled or postponed as described in this article.

Vacation/floating 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. The employee must use all available vacation/personal holiday hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In those cases only, the employee will have the opportunity to elect whether to take vacation/floating holiday hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available vacation/floating holiday hours, those hours for which vacation/floating holiday hours are not available shall be non-paid.

16.4 Whenever a holiday which would have been included in an employee's work schedule falls within the employee's paid vacation period, the Company shall in each case grant an additional day of paid vacation in lieu thereof. The scheduling of any such additional day of paid vacation shall be at the option of the employee, service requirements permitting, provided it shall be taken prior to the beginning of the next succeeding calendar year.

16.5 **Vacation When Leaving Service**

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

If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the full amount of vacation hours which would have otherwise been earned and taken during the next calendar year. Employees that terminate prior to December 26, for any reason other than retirement, will not be eligible for any payment of any vacation which is being earned in the current year and to be taken during the next calendar year.

A retiring employee will earn vacation during the calendar year in which they retire on a pro-rated basis for full months of service. This will be paid to the employee at the time of retirement. For example, an employee that retires on May 1 will receive pay for 4/12 of their following year's vacation allotment.

- 16.6 A vacation schedule for the following year will be posted prior to November 25th by the Company. A single copy will be posted at each work place covering the employees reporting to that work place. In addition to a listing by seniority it will indicate those weeks in which vacation may be taken and the maximum number of employees who will be granted vacation during each such week.
- 16.7 The selection of vacation weeks will be by order of seniority, service requirements permitting. All selections must be for periods of not less than one (1) week, unless entitled to a lesser period, and scheduled to begin on the first working day of the week. If the total weeks' eligibility is not taken as one (1) unit the senior employee will exercise his/her choice on the first segment only until all other members of the work group has made a selection. Other segments will then be chosen in the same procedure. Notwithstanding any other provision of this Agreement the Company may assign vacation periods in accordance with its sole judgment as to service requirements.
- 16.8 All employees will expedite their choice to ensure completion of the list prior to February 15th of the vacation year. Day at a time vacation will be on the schedule no later than June 1st. Any day at a time vacation scheduled by February 15th will be done so by seniority. From February 16th to June 1st day at a time vacation previously not scheduled will be

on a “first come first serve” basis. Anyone failing to exercise the option prior to that time will have his/her vacation periods assigned by the Company.

- 16.9 No change or rearrangement of the vacation schedule after February 15th may be made without Company approval.
- 16.10 Employees entitled to two (2) or three (3) weeks vacation may take up to ten (10) days of vacation one day at a time. Employees entitled to four (4) or five (5) weeks vacation may take up to fifteen (15) days of vacation one day at a time.
- 16.10.1 One-day, or fraction of one day, vacation shall be granted on the basis of the earliest request (first come, first served), subject to the Company’s judgment as to service requirements. The Company may limit the number of employees in each work group granted vacation on a given day. Holidays (under paragraph 17) are excluded from selection.
- 16.10.2 Requests for one-day or fraction of one day vacation after March 1st may be made at any time following selection of reserved weeks but must be received by the supervisor not later than Monday of the week preceding the week in which the vacation is requested. The supervisor may consider requests made on shorter notice. The supervisor will determine whether to grant the request as soon as practicable in light of his/her determination of force requirements and work schedules for the week in which the vacation is requested.
- 16.10.3 “Reserved Weeks” will be selected in order to avoid accumulation of unused single vacation days at the end of the year. Between February 15th and March 1st, each employee who wishes to take one-day vacation will designate a reserved week on the vacation schedule. Those who are eligible and wish to take two (2) weeks of vacation a day at a time will designate two (2) reserved weeks. Selection of reserved weeks will be by seniority, with no one selecting a second reserved week until all have selected their first reserved week. The Company will determine those weeks which may be selected as reserved weeks and the maximum number of employees who may select each as a reserved week. The Company will assign the reserved week for any employee who fails to select by March 1st.

- 16.10.4 Any single days or fraction of one (1) day of vacation not previously taken must be taken during each employee's reserved week(s). At least two (2) weeks prior to the reserved week(s), the employee shall select those days or fraction of a day he/she wished to take as vacation during that week. The employee shall be scheduled for the selected days or fraction of a day, subject to the Company's determination as to service requirements.
- 16.10.5 Employees assigned away from headquarters, who request and are granted one-day vacation, including a day within a reserved week, will not be allowed travel time and expense unless the one-day vacation immediately precedes or follows a full week of vacation, unless otherwise provided in subparagraph 32.4 and 32.7.
- 16.11 **The approval of vacation/floating holiday time (both scheduled and unscheduled) is solely at the company's discretion based on operational needs of the business.**

Scheduled vacation/floating holiday are those hours selected by the employee in accordance with the selection process outlined in this Article, or requested by the employee outside the selection process but approved by management. Scheduled vacation/floating holiday hours are included as part of the standard work week for overtime purposes.

Unscheduled vacation/floating holiday are those hours requested by the employee outside the selection process and not approved by management. Unscheduled vacation/floating 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, unless specifically provided under state or federal law. Unscheduled vacation/ floating holiday hours are not included as part of the standard work week for overtime purposes.

When service requirements do not permit, an employee may be required to postpone or even cancel any portion of their scheduled vacation for the current year. In the event that cancellation by the Company of scheduled vacation is necessary and no alternate date is agreed upon, the employee will be given the choice of carrying a maximum of 40 hours over to the next calendar year, or being paid

the equivalent of the scheduled vacation time that was cancelled within the next pay period. The Company will consider the needs of the employee, including those circumstances where an employee has scheduled vacation which includes non-refundable, out of pocket expense, when making a decision to cancel vacation.

ARTICLE 17 HOLIDAYS

17.1 The following days shall be authorized holidays for regular, full-time employees and part-time employees:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Floating Holidays (8)	

Selection of all floating holidays will be in accordance with paragraph 16, subparagraphs 16.7, 16.8, 16.9, and 16.10 of this contract. Floating holidays may not be accumulated from one calendar year to the next.

17.2 If an employee works on an authorized holiday, he/she shall be paid a total, including holiday pay, of two and one-half times his/her regular hourly wage for each hour worked, up to and including eight (8) hours worked on such an authorized holiday. Time worked over eight (8) hours will be compensated at a total of one and one-half times the employee's regular straight-time hourly wage.

17.3 When a holiday falls on Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday will be observed as the holiday, provided that subsequent to January 1, 1971, applicable federal and state laws relating to the uniform scheduling of holidays shall be followed.

17.4 When a holiday falls on a full-time employee's scheduled day off, he/she shall be paid holiday pay equivalent to his/her regular daily basic straight-time wage.

17.5 An employee who is absent on an authorized holiday when he/she has been scheduled or called to work on that day, who is absent the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday, without being excused will forfeit his/her holiday pay.

- 17.6 Part-time employees shall be paid for holidays on a pro-rated basis according to how the hours (excluding overtime) worked compared to a full-time schedule. The calculations will be for a full one (1) year period, and will be done on January 1st of each year. The hours used to calculate pro-rated holiday pay for the current year will be those hours worked from January 1st to December 31st of the previous calendar year. The hours used to determine pro-rated holidays for an employee who has worked less than one (1) year in a part-time position will be anticipated scheduled worked hours at the time of hire.

For new employees with less than one year of service, floating holidays shall be earned at a rate of sixteen (16) hours per quarter. Employees must be employed by the Company on the first working day of the quarter to be eligible for that quarters personal holiday hours.

Employees transferring into the Company from another location shall earn floating holidays at a rate of sixteen (16) hours per quarter. The transferred employee must be employed by the “Company” on the first working day of the quarter to be eligible for that quarters holiday hours. Previous personal/floating holiday hours taken by the transferred employee at their prior location will be deducted from their eligible hours available.

ARTICLE 18
PAYMENT FOR TIME NOT WORKED

- 18.1 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 shall not exceed:
- 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)
 - 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.

An employee should secure his or her manager's approval prior to taking time off.

- 18.2 Absence due to jury duty – An employee who is absent because of jury duty will be paid for such absences. However, as a condition of such payment an employee who is excused from court duty on any day will immediately communicate with his/her supervisor for assignment.
- 18.3 Military Duty
- 18.3.1 Military Leave and Reserve Training shall be granted in accordance with the CenturyLink Military Leave and Reserve Training Policy.
- 18.4 Partial tour absence due to personal illness – An employee who reports to work and is excused for personal illness shall have the remainder of the tour or shift charged to vacation, floating holiday and/or STD, whichever is applicable and shall be paid therefore to the extent that the employee has the applicable hours available. As a condition to payment hereunder, the Company may at its option require a doctor's certificate satisfactory to the Company verifying illness justifying departure from work.

18.5 Witness duty – An employee who is subpoenaed as a witness for a legal proceeding and who is not a party (i.e. either a plaintiff or a defendant) in the matter will be paid for all or any part of his or her scheduled tour not to exceed eight (8) hours in any calendar year at the basic wage rate. Such time shall not count as work time for the computation of time towards overtime. If an employee is excused from such witness duty for all or part of a scheduled day, the employee shall immediately contact his or her supervisor for a work assignment.

18.6 Basis of Payment

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

18.6.2 Payments for time not worked shall be made at the basic straight-time rate without overtime, shift differential, or any other form of premium pay.

ARTICLE 19 EQUALIZATION OF OVERTIME

19.1 The company will, when feasible, distribute opportunity for overtime equally among qualified employees engaged in similar work. Informal records of such overtime will be kept by the Company's first-line supervisors and employees can view these records on company time by requesting to view the document from the first-line supervisors. **Employees will have the right to refuse voluntary overtime.**

19.2 The working of overtime to meet service requirements is a responsibility of each employee when requested by the Company.

ARTICLE 20 FORCE ADJUSTMENTS

20.1 Whenever the Company deems it necessary to declare as surplus, to part-time or to layoff regular employees, the designated representatives of the Union shall be notified two (2) weeks in advance of such contemplated force reduction, to the extent it is feasible to do so.

20.1.1 The least senior employee(s) in the company, in the surplus job title, will be separated. The most senior qualified employee(s) in the surplus job title in the surplus district will be allowed to take the vacated position(s). If no employee(s) in the surplus job title in the surplus district choose(s) to take the vacated

position(s). Article 20 of the collective bargaining agreement shall apply for the least senior employee(s) in the surplus job title in the surplus district.

- 20.2 Laid off employees who are rehired within one (1) year shall be placed on the same seniority status as held at the time of layoff.
- 20.3 As a part of any reduced force the Company may retain as employees whose services are essential to the business, in the sole opinion of the Company, a total of 10 percent of the retained hirees from any calendar year with any fractional number adjusted upward to the next whole number. These employees may be named before subparagraph 14.3 of paragraph 14, Seniority, of this Agreement is applied to establish the remainder of the reduced work force.
- 20.4 Laid off employees will be rehired in the reverse order of the original layoff schedule under which they left the job.
- 20.5 Laid off employees must keep the Company informed in writing as to the current address at which they may be reached. Notification of re-employment may be made by telephone or registered mail. When such an offer has been made the employee must accept the offer within five (5) days and return to work within ten (10) days unless such period is extended by the Company. A laid off employee who remains in laid-off status for over one (1) year shall lose seniority and have no further recall rights.
- 20.6 When the Company declares that an employee is to be surplus, reassignment of that employee to an available job of the same or lower pay schedule will take priority over Article 15, Promotions. An employee who declines such reassignment shall not lose his/her rehire rights under Article 20.2 and 20.4. An employee who accepts such reassignment and within six (6) months, in the judgment of the Company, is determined to be unable to perform the duties of the job title, may be laid off and shall not lose his/her rehire rights under Article 20.2 and 20.4.
- 20.6.1 The Company and the Union agree that Force Adjustments of any type are a serious matter. Furthermore, the Company and the Union agree it is of paramount interest to maintain the full-time status of employees whenever possible. It is to this end that the Company and the Union agree to do what it takes to maintain valuable, trained employees. With the full approval of the affected employees, the Union and the Company, no

article or section of this contract will stand in the way of this endeavor.

- 20.7 Voluntary Termination - If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer voluntary termination, in seniority order, to employees. The Company may offer voluntary termination to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.

Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article 28 of this Agreement that would be provided to the least senior employee in the affected job classification and location and will receive all other entitlements due them.

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

ARTICLE 21 PERFORMANCE OF WORK BY SUPERVISORS

- 21.1 No management personnel may do any productive work normally performed by any employee included in the bargaining unit covered by this Agreement if such employee is idle and available, except in emergencies until proper employees can be secured or incidental to the training of employees.

ARTICLE 22 SCHEDULING

- 22.1 Eight (8) consecutive hours, excluding an uncompensated meal period, will constitute a full shift of a regular work day. Four (4) consecutive hours, excluding any meal intermission will constitute a half shift.
- 22.1.1 Meal periods will normally be one (1) hour in length.

- 22.1.2 One (1) relief period, fifteen (15) minutes in duration, which shall be compensated, will be allowed in each half shift, each relief period to be taken as near the middle of the half shift as possible. Any travel incidental to the relief period will be considered a part of the fifteen (15) minutes. Company vehicles will not be used for such travel unless it is directly enroute from job to job.
- 22.1.3 The one (1) hour allotted for a meal period will include any travel time to and from the job for the purposes of eating. This one (1) hour meal period begins and ends at the actual work location. Travel may be by means of Company vehicle only if the vehicle is in actual use for work purposes away from the office or garaging quarters prior to and after the meal period.
- 22.2 A work week will consist of any assigned forty (40) hours of the calendar week. The normal weekly assignment will consist of five (5) full shifts but when in the sole judgment of the Company considered necessary for the service requirements of the business may consist of full shifts, half shifts or a combination thereof.
- 22.3 To the extent possible weekly schedules will be posted in advance of the beginning of a work week. Any changes involved in the schedule which are made for service requirements by the Company will be posted a minimum of forty-eight hours prior to the starting time of the revised or new schedule, except that no prior notice need be given when the schedule change is occasioned by the unforeseen absence of another employee in the same work group, which absence could not reasonably have been anticipated by the Company. When the minimum notice is not given, the employee will be allowed to work the original schedule while other required hours will be in addition to that originally scheduled. Any request for a shift change made by the employee and approved by the immediate supervisor will not require such prior notice. A shift change necessitated by an employee request which has been approved by the immediate supervisor, for employee illness, emergencies, or other conditions beyond the Company's control will not be subject to notice requirements.
- 22.4 A day shift is any shift starting at or after 6:00 a.m. and before 12:00 noon. An evening shift is any shift starting at or after 12:00 noon and before 7:00 p.m. A night shift is any shift starting after 7:00 p.m. and prior to 6:00 a.m. Scheduled permanent shifts will be assigned on a seniority basis from among employees who are, in the sole opinion of the Company, qualified to perform the duties required on such a shift.

- 22.4.1 Seniority shall be the only method used to determine hours of work, shifts, and days off in the bargaining unit, except in cases of team meetings and training, or in the event of unforeseen occasions.
- 22.5 Any shift will be considered as falling on the calendar day on which it begins.
- 22.6 Whenever weather or other conditions over which the Company has no control as such, in the judgment of the immediate supervisor that regular work should not be started, or if started, should not continue, then the affected employees will be paid as follows except as provided immediately below:
 - 22.6.1 Employees reporting when work cannot start will be paid for two (2) hours at their regular straight-time hourly rate, without shift differential or other premium and may be required to perform such miscellaneous work as may be assigned by the immediate supervisor for such period.
 - 22.6.2 Employees who have begun work which is suspended by the immediate supervisor in accordance with the provision will be paid for the remainder of the half shift at their regular straight-time hourly rate, without shift differential or other premium, and may be required to perform such miscellaneous work as may be assigned by the immediate supervisor for such period.
 - 22.6.3 The foregoing schedule of payment shall not apply and such payment shall not be required if the Company calls the employee and instructs him/her not to report before he/she leaves to report to work.
- 22.7 In the discretion of the Company, any other provisions of this Agreement notwithstanding, employees may be scheduled to work four (4) consecutive ten-hour days in a week at straight time wages.
 - 22.7.1 Actual time scheduled under Article 22.7 but not worked due to illness or injury shall be charged as vacation, floating holiday, and/or STD, whichever is applicable.
 - 22.7.2 In any week in which vacation or holiday(s) occur for an employee, that employee shall be scheduled for a normal week of five (5) eight-hour days unless he/she chooses to take a work week of less than forty (40) paid hours, or an employee may

choose to use their vacation entitlement one (1) hour at a time to complete their 40 hour work week.

- 22.7.3 Approved time off without pay may be taken at the employee's request, with Management approval, when vacation and floating holidays have been exhausted.

ARTICLE 23 STANDBY

- 23.1 Employees may be required to serve on standby for periods of seven (7) calendar days (Tuesday through Monday). Standby duty, where deemed appropriate, will be assigned amongst all employees in a work group on a qualifications or seniority basis and shall be at the sole discretion of the Company. Based on the needs of service, the Company will determine the number of employees in a work group who will be assigned standby duty. Employees will not be required to serve on standby duty for more than one (1) week in each three (3) week period. This restriction will not prohibit employees from volunteering for standby duty on a more frequent basis.
- 23.2 Standby shall be on a voluntary basis, provided a sufficient number of employees within the work group volunteer to be on standby. If there are not enough volunteers to meet the standby requirements in any workgroup, management shall assign standby on a rotation basis by job title within each work group. Such assignment shall be in inverse seniority order.
- 23.3 During the period of standby, employees will be available to take all calls and report to a job site as needed. Employees on standby will be available to be contacted for duty either by land-line or Company provided cell phone. Employees on standby duty shall be paid \$30.00 for each scheduled day, \$40.00 for each unscheduled day and \$60.00 for a holiday.

ARTICLE 24 BASIS OF COMPENSATION

- 24.1 Regular rates of pay will be paid for all hours worked within the limits of a regular workday and within the limits of regular work week, both as herein defined, except for hours worked on a holiday or its legally observed equivalent.
- 24.2 **Overtime and Sunday Payments**

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 work schedule all hours worked are paid at the basic rate of pay)**
- d) All **callout** hours worked and those **callout** hours not worked which make up the minimum requirement threshold listed in Article 25;
- e) All hours worked from 6:00 p.m. to 12:00 midnight on Christmas Eve or New Year's Eve.

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 vacation/floating holiday;
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a **scheduled Sunday; (NOTE: Sunday must be part of the regular posted 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), Workers Compensation, Military, **unscheduled vacation, unscheduled floating holiday** and any other paid time off not listed above;
- Any non-paid time off, including non-paid union time;
- Any **callout** hours (worked or those call-in hours not worked which make up the minimum requirement threshold);

- **Any 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.

24.4 Payment will be by direct bank deposit as authorized by the employee effective 11/14/2000. Oregon employees electing not to receive their paycheck via direct bank deposit will have their paycheck mailed to their home via U.S. Mail on the Wednesday following each bi-weekly pay period and the pay weeks shall be recognized as starting on Sunday and ending on Saturday. The Company will not be held responsible for delays in paycheck delivery caused by the U.S. Mail System.

24.5 Employees will receive their pay stubs by electronic methods as determined by the Company.

ARTICLE 25 CALLOUT COMPENSATION

25.1 When an employee is called to work after having left the job at the completion of his/her scheduled tour and before the beginning of the next scheduled tour he/she will be paid for all time worked thereafter at the overtime rate. Travel time to and from the job shall be considered as time worked to a maximum of one-quarter hour's pay before and after the **callout** unless the **callout** continues into the employee's next scheduled tour, in which event no travel time shall be allowed for the **callout**.

25.2 Off-duty employees shall not be considered on a standby status, but upon notification by telephone shall be available for immediate **callout** duty. Upon notification to report for immediate **callout** work, work time shall be considered as starting at the time of notification if given between 7:00 p.m. and 6:00 a.m. If an employee is notified to report for **callout** work at a specified time, work time shall commence at such specified reporting time or when the employee actually reports, whichever occurs later, in which event travel time under subparagraph 25.1 shall apply. The minimum compensation for time worked on each such extra assignment that does not continue into the employee's next scheduled tour which he/she is required to work, shall be two (2) hours pay at one and one-half times the employee's basic hourly rate.

**ARTICLE 26
FORCED TRANSFERS**

- 26.1 In cases of workforce adjustments where the Company has determined a need to reduce a job title in one work group and increase it in another, the Company will give consideration to volunteers on the basis of qualifications and seniority in the work group being reduced and transfer the required number of qualified employees to the work group being increased. If there are not enough volunteers, the Company may transfer the required number of qualified least senior employees to the work group being increased. Where the distance between the two reporting locations is greater than 60 miles, the Company shall effect the reduction in accordance with the provisions set forth in Article 20.
- 26.2 When an employee is transferred with no change in job title to another town, the service date shall for the purpose of the selection of tours be the date of such transfer for a period of one (1) month, after which it shall be the continuous service record date.

**ARTICLE 27
UNION ACTIVITY**

- 27.1 There will be no recruiting or solicitation of the membership by non-employees of the Company, signing up for membership, collection of dues or other assessments, or conduct of Union business on Company premises at any time when those employees involved are or should be performing their work assignments.

Inssofar as this provision is concerned, relief periods and lunch periods are not considered as time on duty.

- 27.2 The foregoing shall not preclude normal conversation between employees which does not interfere with the full performance of work.

ARTICLE 28
TERMINATION ALLOWANCES

- 28.1 Eligibility for termination allowances: In the event an employee is terminated or laid off as a result of a change in operations or methods, including but not limited to the contracting of work, he/she shall be granted a termination allowance (in the form of a lump sum) in lieu of all other benefits and rights under this Agreement in accordance with the following provisions: Termination allowances, in the amounts determinable under 28.2, will be paid to all regular employees laid off for lack of work and who are not recalled for work within 30 days, to those separated after age 64 and who are not eligible for service pensions, and to any employee whose job is surplus and who declines the opportunity to relocate to a job of the same job title at a new headquarters or to a job of a lower pay schedule at the same or another headquarters. They may be paid to employees leaving the service for other reasons in the discretion of the Company, but no such allowance will be paid to an employee dismissed for misconduct in the judgment of the Company or to an employee who resigns or who is retired with a service pension.
- 28.2 A full-time employee laid off under the provisions set forth under Article 28.1 shall be paid 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 in the form of a lump sum.

The termination allowance shall be in addition to any payment for vacation to which the employee is eligible at the time of his/her separation.

- 28.3 Return of payment if recalled for work – If laid off employee is recalled for work within a year from date of layoff, he/she shall return to the Company, within the next succeeding twelve (12) months, any termination allowances received in accordance with the following schedule:

No. of Months out of Service	Amount to be Returned
0-2	100% of termination allowance granted
3-6	75% of termination allowance granted
7-9	50% of termination allowance granted
10-12	25% of termination allowance granted
Over 12	None

Repayment may be made by payroll deduction and must be repaid in accordance with the above schedule within a period of one (1) year from the date of recall.

ARTICLE 29 TOOLS

- 29.1 The Company will furnish, without cost to the employees, all tools necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them. Tool replacement will be made in accordance with the following:
- 29.1.1 Tools lost or stolen, except on Company premises or vehicles, will be replaced at the employee's expense. An employee shall be responsible for reasonable security measures with respect to tools. Any tool lost or stolen from Company premises or vehicles shall be replaced at the employee's expense in absence of such precautions where reasonable regulations and facilities for such precautions are provided by the Company.
 - 29.1.2 Tools which become broken or worn out will be replaced by the Company upon presentation of such tool.
 - 29.1.3 Small tools of an approved type which employees were formerly required to furnish will be replaced by the Company without charge, when such tools are unfit for further use, upon presentation of such tools.
 - 29.1.4 Employees owning their own tools at the time of the implementation of this Agreement will be allowed to keep such tools upon termination of active service.

ARTICLE 30 LEAVE OF ABSENCE

30.1 Administrative/Personal Leave

An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company 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 Vacation/Floating Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

30.2 Family and Medical Leave

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

30.3 Disability Leave

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

30.4 General Rules Governing Leaves

The following rules shall apply to all leaves:

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

30.4.2 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.

30.4.3 The Company may require such physical or other professional examinations from health care 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.

30.4.4 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.

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

ARTICLE 31 TRAVEL AND TRAVEL EXPENSE

31.1 An employee assigned to work away from headquarters in situations requiring overnight accommodations will, during the period of assignment:

31.1.1 Use the method of travel designated by the Company.

31.1.2 Be provided with reasonable lodging, and laundry service at Company expense. The selection of lodging will be determined by the Company.

31.1.3 Be provided reimbursement for meal allowance in accordance with the non-bargaining Employee Business Expense practice. Unilateral changes to the practice shall be permitted by the Company. In such cases, the Company shall advise the Union of its intention prior to implementing such changes.

31.1.4 In determining the method of travel and the place of lodging the Company will take into consideration any recommendations expressed to it by the employee.

31.2 Travel to assigned duties away from headquarters will be by means of Company vehicle or public transportation as directed by the Company.

31.2.1 In the event public transportation is designated as the means of travel an employee may request that he/she be allowed to use his/her own vehicle. If approval is given by the Company

he/she will be reimbursed for travel from permanent headquarters to temporary assignment at the beginning of the job and return to permanent headquarters when the job is complete. The reimbursement will be that mileage rate accepted by the Internal Revenue Service as the maximum income adjustment for business mileage and not to exceed the cost to the Company of commercial air transportation when that has been designated as the means of public transportation. Any change in this rate will be announced by the Company and will become effective on the first day of the month following announcement.

- 31.3 When the arrangement for payment in lieu of public transportation is approved for an employee and there are other employees traveling to the same job location, the Company may require that those employees be carried in the personal vehicle. Only the driver will be reimbursed.
- 31.4 When an assignment requires an employee to be away from his/her headquarters for an extended period within the normal operating area of the Company, an employee who chooses to return home for a weekend shall receive a payment equal to the round-trip at the mileage rate specified in subparagraph 31.2.1 and meals eaten enroute, as provided in subparagraph 31.1.3 above. Such travel payment shall be made only if there are no laundry, lodging charges or other meal charges to the Company by the employee for the two weekend days or their equivalent. The employee will forfeit half the payment if he/she is not available for work at the temporary assignment at the beginning of the next regularly scheduled workday. The actual travel to the permanent headquarters and return will be made on the employee's own time. If the employee does not have a private vehicle available at the temporary headquarters and if, in the judgment of the Company a reasonable need exists, a Company vehicle will be provided to be used only for travel at meal time between the employee's place of lodging and the place selected by the employee for that meal.
- 31.5 When an employee is scheduled away from the normal operating area of the Company for a period of 6 weeks or longer in length the Company will provide, at its expense, round-trip transportation to the employee's home and return to the temporary assignment on one (1) weekend during such an assignment, such weekend to occur as near the middle of the temporary assignment as possible. Such travel will be made on the employee's own time. If the employee so elects and requests in writing to his/her supervisor, this round-trip transportation will be arranged for use by the employee's spouse. In such case the above conditions as to

the length and timing of the visit do not apply. The employee's spouse will be responsible for all other expenses.

- 31.6 Company vehicles and Company paid time are provided only for travel from job to job, initial travel from permanent headquarters to temporary assignment, headquarters to job, or the return travel from temporary assignment to permanent headquarters unless specifically provided otherwise elsewhere in this Agreement.
- 31.7 An employee will be required to furnish proof of financial responsibility in compliance with state automobile liability laws prior to any approval for use of personal vehicle as outlined above.
- 31.8 Employees assigned to work away from their headquarters within the normal operating area of the Company at a distance up to and including 30 miles will receive the daily mileage allowance under subparagraph 31.2.1 above. Employees shall travel on their own time.
- 31.9 Employees assigned to work away from their headquarters within the normal operating area of the Company, at a distance from 31 miles up to and including 60 miles will receive Company paid travel time for the initial travel from headquarters to the temporary assignment and return to headquarters at the end of the assignment. Such an employee may elect between the following options:
 - a. If the employee commutes daily, a daily mileage allowance and reimbursement for the meal under subparagraph 31.1.3 above, to be eaten on the employee's own time; or,
 - b. If the employee elects to live at the temporary assignment location, meals, lodging and laundry expenses, as provided in subparagraphs 31.1.2 and 31.1.3 above. Meals and expenses will not be allowed for weekends or holidays. Employees traveling home on weekends or holidays will receive mileage for the trip home and return to work at the end of the weekend or holiday under subparagraph 31.2.1 above.
- 31.10 Under extreme inclement weather conditions (as determined by the Company), on presentation of receipts for lodging and with prior supervisory approval, employees who have elected mileage and lunch reimbursement under (a) above will receive meal allowance and lodging expense, as provided in this option (b).
- 31.11 Employees assigned to work away from their headquarters within the normal operating area of the Company, at a distance greater than 60

miles will receive lodging, laundry expenses, and meal allowance, as set forth in subparagraphs 31.1.2 and 31.1.3 above. On weekends and holidays, in lieu of lodging, laundry expense and meal allowance, employees may elect to receive mileage and reimbursement for meals enroute, in accordance with the non-bargaining Employee Business Expense practice referenced in subparagraph 31.1.3 and 31.2.1, for the trip home and return to work. Such travel will be on the employee's own time.

- 31.12 Company paid travel time and mileage expenses are authorized only as specifically set forth in subparagraph 31.2.1. All other travel is to be made on the employee's own time and expense. No other allowance will be made. Unless excused by the supervisor, no allowance shall be paid for a scheduled workday which is not worked.
- 31.13 Employees shall be required to utilize a Company sponsored credit card in the employee's name when in the judgment of the Company, expense can be charged to a Company sponsored credit card. Only purchases associated with official Company business are authorized to be charged to the Company sponsored credit card.

ARTICLE 32 MOVING EXPENSE

- 32.1 Regular, full-time bargaining unit employees shall be eligible for reimbursement of relocation expenses incurred as the result of approved transfers to a new work location that is at least 50 miles farther (one way) from his/her old residence than the old residence was from his/her former place of work in accordance with the Company Relocation Policy.

ARTICLE 33 JOB CLASSIFICATION AND JOB CONTENT

- 33.1 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.

33.2 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 title 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. Further, the Company agrees there shall be no reduction in pay for an existing job title that has been substantially modified.

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.

33.3 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 7. 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 7, 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.

- 33.4 The assignment of a particular title to a given job or combination of duties is an exclusive prerogative of the Company. The assignment of a particular title to an employee does not mean that he/she shall perform only the kind of work coming under that job title, nor that certain kinds of work shall be performed exclusively by certain job titles of employees. An employee shall be expected to perform such duties as are covered by his/her job title, plus other duties as may be assigned by the immediate supervisor. It is understood that discipline will not result based on an employee's failure to perform a skill set proficiently for which he/she has not been trained to perform.

- 33.5 Employees who are assigned to a higher wage group shall be paid \$.50 for all time worked in such higher wage group. An employee transferred to another job title on a temporary or intermittent basis for training purposes will be paid at the rate applicable to his/her regular job title. An employee who works out of their wage group for an average of twenty (20) or more hours work per week for the six-month period preceding the computation date will be paid eligible short-term sick leave benefits, vacation and holiday benefits at the applicable rate. Such benefit payments will be prorated on the basis of hours worked during the computation period and paid lump-sum at the end of the period. Eligibility for such benefits will be computed annually.
- 33.6 An employee reclassified to a wage group which has a higher top wage than does that employee's present wage group shall receive the wages on that wage group which are closest to and next above the wages being received by that employee on the wage group from which he or she was reclassified. For each full 1,040 hours that the reclassified employee has worked in the higher wage group during the preceding two (2) years, he/she shall be entitled, on request, to be advanced one (1) step on that wage group effective on the date of reclassification. An employee previously demoted for reasons other than performance, who later is reclassified to the same or a higher wage group than previously held, will be treated as though still on the wage group and wage step held at time of demotion if that would result in a higher wage than otherwise under the operation of this Article.
- 33.7 An employee reclassified to a wage **group** which has a lower top wage than does that employee's present wage **group** shall receive the wages on that **wage group** which are closest to but not higher than the wages being received on the wage **group** from which he or she was reclassified.
- 33.8 When an employee as the result of a surplus situation is reclassified to a lower wage group, that employee will have no reduction in wage rate for the first fifteen (15) weeks and the wage rate of the new wage group thereafter.

ARTICLE 34 WAGES

- 34.1 Straight-time hourly wage rates applicable to employees covered by this Contract shall be as set forth in Wage Schedules attached hereto and made a part hereof.

- 34.2 Wage differentials shall be paid as set forth in “Wage Differentials” attached hereto and made a part hereof.
- 34.3 An employee who, on the effective date of this Agreement, is paid wages at a rate in excess of that otherwise applicable to said employee according to the attached Wage Schedules shall continue to be paid at the same rate without further increases until the wage set forth in the applicable Wage Schedule corresponds to that being paid on the effective date. At such time the employee shall participate in normal wage progression according to the appropriate wage schedule.
- 34.4 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.
- 34.5 The Company agrees part-time positions within the bargaining unit shall not exceed **15%** of the overall headcount of the bargaining unit at any time unless otherwise mutually agreed upon between the parties.

ARTICLE 35 DEFINITIONS

- 35.1 For the purpose of the Agreement the following work status definitions shall apply:
- 35.1.1 A full-time employee is one who is regularly scheduled to work at least five full shifts or tours, or their equivalent, each week.
 - 35.1.2 A part-time employee is one who, pursuant to agreement at the time of hiring such employee or as subsequently agreed upon request by the employee, is regularly scheduled to work less than a normal full-time daily or weekly assignment not to exceed 30 hours.
 - 35.1.2.1 An involuntary part-time employee is one that has been surplusd and is regularly scheduled to work less than a normal full-time daily or weekly assignment.
 - 35.1.2.2 Part-time employees will be given an opportunity for regular full-time work in the employee's job title, wherein the Company's judgment the employee is qualified for full-time work, before new full-time employees are hired. Where, in the Company's judgment, the relative qualifications, aptitude and ability to perform the full-time work are equal as between two (2) or more part-time employees, seniority shall control.
- 35.2 A temporary employee is one who is hired for a specific project or a limited period pursuant to agreement at the time of hiring such employee that the employment will terminate upon project completion or a specific time not normally to exceed one (1) year.
- 35.3 An occasional employee is one whose employment is either (1) intermittent for periods of three (3) weeks or less regardless of the length of the daily or weekly assignment, or (2) for a single period of three (3) weeks or less.
- 35.4 The word "headquarters" is defined as the location shown on the vacancy notice in the case of jobs posted in accordance with Article 15.4 or the location so designated to the employee and entered in his/her Employee Data (Information) Record at the time of hire or of transfer in the case of jobs not filled under Article 15.

ARTICLE 36
SHORT TERM DISABILITY

- 36.1 The Company agrees to provide STD benefits for all regular full-time employees on a non-contributory basis. Regular part-time, temporary, or occasional employees are not eligible for STD benefits. The administration of STD leaves, including 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.

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

- 36.2 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.
- 36.3 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.

36.4 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, 2018, 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, 2018, 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.
- 36.5 If you return to work for less than 182 calendar days following an STD absence, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit Payment Schedule described above based on your service at the first time you became entitled to Plan benefits.

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

ARTICLE 37 WORKER'S COMPENSATION

- 37.1 The Company will provide all Worker's Compensation benefits required by statute to an employee who sustains an on-the-job injury.
- 37.2 For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2018, 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, 2018, the Company will provide an employee 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.

- 37.3 **For eligible employees that have completed one year of service**, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the **eighth 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 not eligible for SWCP.**
- 37.4 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.
- 37.5 **SWCP** payments of salary continuation benefits will be in accordance with the CenturyLink Disability Plan (the "Plan") and shall cease upon the earlier of a) an employee's retirement, b) discharge for just cause, or c) when employment would otherwise terminate because of reduction in force.

ARTICLE 38 EXCUSED WORKDAYS

- 38.1 Each employee who has at least one (1) year of Net Credited Service at the beginning of the year may select three (3) excused workdays per calendar year. One of these days may be taken in increments of one (1) or more hours at a time.
- 38.2 Excused workdays shall be unpaid and may not be carried over from one year to another. No payment will be made in lieu of excused workdays which are not taken.

- 38.3 The Company will determine the days available and the number of employees who may be off at any time. A schedule will be posted for each work group, together with or as part of the vacation schedule.
- 38.4 Employees may select excused workdays prior to March 1 by agreement with the supervisor. Excused workdays subsequent to March 1 should be scheduled as far ahead as practicable. Employee choice of excused workdays shall be on a first-come, first serve basis, subject to the Company's determination of service requirements and to the priority for scheduled vacations and floating holidays. Seniority shall control only if two (2) or more requests are made at the same time. Requests for excused workdays should be made as early as possible, but must be received no later than the Monday preceding the week in which the day off is requested. The supervisor may consider requests made on shorter notice. The supervisor will determine whether to grant the request as soon as practicable in light of his/her determination of force requirements and work schedules. Employees shall be permitted to reschedule excused workdays if the day desired can reasonably be made available without additional cost to the Company. The excused workday shall be rescheduled if an employee is required to work on a previously scheduled excused workday.

ARTICLE 39 DURATION OF AGREEMENT AND CLOSURE

- 39.1 For the duration of this Agreement all subjects which are covered by this Agreement or which were or might have been raised in collective bargaining are closed to further bargaining except by mutual consent.
- 39.2 This Agreement shall be effective from November 1, **2019**, up to and including October 31, **2022**, and shall continue in full force and effect thereafter unless terminated by written notice from either party to the other, expressly stating its intention to terminate this Agreement, in which case this Agreement shall terminate 60 days following the receipt of such notice. Within 30 days of receipt of such notice, unless otherwise mutually agreed, the Union and the Company shall commence collective bargaining with respect to a new Agreement. In the event a new Agreement is not reached before this Agreement is terminated as the result of such notice, this Agreement may be extended beyond such termination date by mutual agreement.
- 39.3** The Company and the Union will **each be responsible for printing their own contracts.** Both parties will endeavor to have the contract

reviewed, proofed, and printed within one hundred twenty (120) calendar days after notice of ratification.

**ARTICLE 40
MISCELLANEOUS**

- 40.1 Savings Clause – If any provision of this Agreement is declared invalid by a court or competent jurisdiction or appropriate regulatory agency, only such specific provision shall be affected, and the remainder of this Agreement shall remain in effect for the term hereof.

**ARTICLE 41
PENSION AGREEMENT**

- 41.1 The Company has adopted the Embarq Pension Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Pension Plan”) and except as provided in Section 3 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement below. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 3 below, any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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

Embarq Pension Component of the CenturyLink Combined Pension Plan

The Company agrees to provide to Members who are Eligible Employees as defined by the Embarq Pension Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Pension Plan”), pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective, November 1, **2019** subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

Except as provided in Section 3 below, a Member shall mean an employee of United Telephone Company of the Northwest, Inc represented by Local Union No. 7970 of the Communications Workers of America who is eligible to participate in the Retirement Pension Plan pursuant to Article II of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Sections 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in Sections 1.9 Continuous Service and 1.11, Credited Service, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between United Telephone Company of the Northwest and Local Union No. 7970 of the Communications Workers of America is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a pension table increase. No Credited Service shall be earned following such date. Continuous Service shall continue to be earned in accordance with Section 1.9 of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination

date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

Section 2. Amount of Allowance

- (a) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who retires under normal or early retirement under Article III, Retirement Allowance of the Retirement Pension Plan shall be based on the Member's age in years and completed whole months, Job Classification and Credited Service at Termination of Employment; and date of Termination of Employment, or Normal Retirement Date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of Credited Service, subject to the provisions contained in Article IV, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.
- (b) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who is entitled to a Deferred Vested Early Retirement Allowance as defined in Section 1.12 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's Termination of Employment.

Section 3 – Transferred, Hired or Rehired Employees On or After January 1, 2015 into CWA 7970.

Any Employee who is first hired by CenturyLink into CWA 7970 on or after January 1, 2015 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into CWA 7970 on or after January 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired **or recalled** by CWA 7970 on or after January 1, 2015 to the

extent he was not given a distribution of his entire prior Vested Interest Prior to being rehired. Service on or after January 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired **or recalled** (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

Any Legacy Embarq Employee who first becomes covered under the CWA 7970 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 7970 Agreement) on or after January 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA 7970 Agreement on or after January 1, 2015, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA 7970 Agreement. Service on or after January 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the CWA 7970 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 7970 Agreement) or is rehired into CWA 7970 on or after January 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after January 1, 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 Pension Plan, service earned with CWA 7970 prior to the subsequent **move from CWA 7970** will not be used to determine the Retirement Allowance in the Retirement Pension Plan but such service will be considered for purposes of eligibility, participation and vesting.

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

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

Section 4. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by CWA Local 7970, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 7970 who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member’s single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Pension Plan to provide a lump sum benefit payment option is within Company’s sole and complete discretion. If the Company, however, amends the Retirement Pension Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement Pension Plan’s terms and applicable law, eliminate the lump sum benefit payment option on a prospective basis, even prior to the 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 terms of the Retirement Pension Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Pension Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Member and to any Retirement Allowance of any such Member, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement Pension Plan, the calculation of benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Pension

Plan shall rest with the Company and its delegates, shall be determined only under the terms of the **Retirement Pension** Plan, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

ARTICLE 42 HEALTH AND WELFARE

- 42.1 The Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.
- 42.2 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).
- 42.3 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, agents, plan and/or claims administrators are changed.
- 42.4 The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to

all eligible employees, both bargaining unit and non-bargaining unit employees, of the Company.

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

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

ARTICLE 43 VOLUNTARY BENEFITS

- 43.1 Effective November 1, 2016, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.
- 43.2 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.
- 43.3 In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agent(s) at any time. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

ARTICLE 44 FLEXTIME

- 44.1 With prior approval immediate supervision, regular employees will be allowed flexibility in the starting and quitting times of their regularly scheduled eight (8) hours shifts. The purpose of the program is to enable employees to attend to family, medical, community, and other needs which may occasionally arise by reporting to work later than scheduled

or leaving work earlier than scheduled, and to make up the scheduled time not worked.

- 44.2 The program will be administered subject to service requirements of the Company and the following conditions:
1. An employee who works less than a regular scheduled shift will be paid only for the time actually worked on that shift.
 2. Make-up hours must be worked within the work week in which a flex schedule is granted.
 3. Not more than three (3) flex hours will be allowed per pay period.
 4. Make-up hours available but not worked within the work week will be treated as an unpaid absence.
 5. Employees may not use vacation and/or floating holidays as make-up time.
 6. Make-up hours will be paid at straight time regardless of the shift or day on which they are worked, will not be included in the computation of daily, weekly, sixth or seventh day overtime or overtime paid for work performed outside the employees regular schedule, and will not entitle the employee to any shift differential, meal allowance, or other benefit to which the employee otherwise would not be entitled.
- 44.3 No grievance will be filed asserting that the program violates any provisions of the Labor Agreement which may conflict or be inconsistent with the program.

ARTICLE 45 EMPLOYEE IDENTIFICATION

- 45.1 Due to the competitive nature of our business, the Company and the Union agree that for the mutual success of both and for name recognition in the marketplace, employees assigned to work in visible customer contact functions, will wear picture identification cards.

ARTICLE 46
CONCESSION TELEPHONE SERVICE

- 46.1 Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a CenturyLink telecom concession.
- 46.2 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 CenturyLink services that is provided to non-bargaining employees at the same location.

ARTICLE 47
FEDERAL AND STATE LAWS

- 47.1 Should any provision of this Agreement be declared illegal by any court of final jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE 48
PROFESSIONAL WEAR

- 48.1 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 job titles which the Company deems appropriate. New hires in those job 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.
- 48.2 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.
- 48.3 A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo.

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

ARTICLE 49
SAVINGS AGREEMENT

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

49.2 CenturyLink Union 401(k) Plan

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

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

49.3 Employee Contributions

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

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

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

49.3.2 For employees hired, re-hired, or who became covered under the CWA Local 7970 through any means before January 1, 2015, the Company shall contribute a Company Matching Contribution equal to twenty-five percent (25%) of the Participant's contribution up to a maximum of 6% of pay.

49.3.3 For employees hired, re-hired, or who become covered under the CWA Local 7970 through any means on or after January 1, 2015, the Company may 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 as soon as administratively feasible.

ARTICLE 50 RECOGNITION AND/OR INCENTIVE PROGRAMS

50.1 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.

- 50.2 It is agreed and understood that customer contact employees may be required to make referrals of company products and services and perform informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program. The Company agrees that it will not discipline employees for failure to complete sales of its products and services, but may issue discipline for failure to make referrals or perform other job functions in accordance with contract provisions 3.1(12).

ARTICLE 51 WORK AND SAFETY POLICIES AND RULES

- 51.1 Company may from time to time establish, change and/or withdraw such reasonable work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal appearance and dress (including any uniform apparel), performance evaluations, conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs (including testing), use of vehicles on Company business, and reimbursement for business related expenses.

The Company will provide 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 specific provision of this Agreement, but any such grievance must be filed no later than forty-five (45) days after its effective date.

ARTICLE 52
SAFETY FOOTWEAR AND SAFETY EYEWEAR

- 52.1 Safety Footwear – Employees with exposure to foot hazards as determined by the Company’s Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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

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

NOTE: The Company agrees to reimburse all current employees in the identified titles and on the employment roles as of November 1, **2019** up to **\$150** for a one time purchase of safety footwear **through December 31, 2020**. It is understood and agreed there shall be no further reimbursement for replacement or repair of safety footwear after the initial purchase.

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

Effective January 1, **2019**, 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.

ARTICLE 53
HOME GARAGING

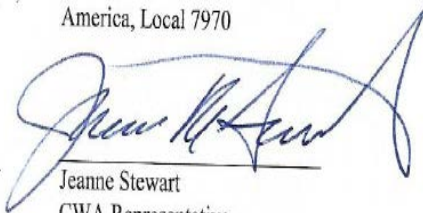
Home garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 51.

United Telephone Company of the
Northwest



Jeremy Ferkin
VP Operations
West Region

Communications Workers of
America, Local 7970



Jeanne Stewart
CWA Representative



Bryan Smith
SR Director
Labor Relations

Company Negotiating
Committee:

Meredith Moreno
Chris LaGrange
Sandz Hinrichs
Amy D Rehberg

Union Negotiating Committee:

Jeanne Stewart
Shawn Roots
Gary Brookins
James Peebles
Tommy McAllister
Pat McMahan

**CENTURYLINK
WAGE SCHEDULE - CWA 7970 - OREGON
EFFECTIVE: November 1, 2019***

WAGE SCHEDULE

STEP	11
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Start	13.63
6 Months	14.93
12 Months	16.41
18 Months	17.98
24 Months	19.72
30 Months	21.60
36 Months	23.69
42 Months	25.98
48 Months	28.49
54 Months	31.20

Group 11	Business Svc Tech, Network Tech, Customer Svc Tech
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**Effective the first day of the pay period closest to the effective date*

**CENTURYLINK
WAGE SCHEDULE - CWA 7970 - OREGON
EFFECTIVE: November 1, 2020***

WAGE SCHEDULE

STEP	11
Start	13.83
6 Months	15.15
12 Months	16.66
18 Months	18.25
24 Months	20.02
30 Months	21.92
36 Months	24.05
42 Months	26.37
48 Months	28.92
54 Months	31.67

Group 11	Business Svc Tech, Network Tech, Customer Svc Tech
-----------------	--

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

**CENTURYLINK
WAGE SCHEDULE - CWA 7970 - OREGON
EFFECTIVE: November 1, 2021***

WAGE SCHEDULE

STEP	11
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Start	14.04
6 Months	15.38
12 Months	16.91
18 Months	18.52
24 Months	20.32
30 Months	22.25
36 Months	24.41
42 Months	26.77
48 Months	29.35
54 Months	32.15

Group 11	Business Svc Tech, Network Tech, Customer Svc Tech
-----------------	--

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

WAGE DIFFERENTIALS

- 1.1 An evening and night differential of \$1.00 per hour will be paid to an employee, in addition to his/her basic straight-time wage, for working a shift any part of which falls after 7:00 p.m. or before 5:00 a.m. in accordance with the following schedule: (The differential will be paid only for the hours of 7:00 p.m. and 5:00 a.m.).
- 1.2 Any employee assigned as an In-Charge will receive \$1.75 for each hour worked. Upon discontinuance or reassignment of the title the employee formerly holding the In-Charge shall revert to the pay and job title of his/her new primary work assignment and the normal progression schedule for that assignment, without a differential payment based on the employee's former title.
- 1.3 Permanently assigned "Portland Market" Business Service Technician's will be paid a \$2.00 "Portland Differential" for each hour that they would normally be paid – the exception to this would be if these technician's were assigned to work outside the "Portland Market". Business Service Technician's temporarily assigned to the "Portland Market" will also be paid the "Portland Differential". "Portland Market" is defined as the Portland metro area and the I-5 corridor from Eugene, Oregon to Vancouver, Washington.
- 1.4 In the event an employee is assigned by management to deliver formal training or required to deliver on-the-job training to a fellow employee, the employee shall receive a differential of **\$1.75** per hour for all hours while delivering such training.
- 1.5 When bargaining unit employees are assigned work within the jurisdiction of a different local union in which there exists a higher rate of pay for the same work, a wage differential of \$0.75 cents per hour will be paid for all hours worked outside the jurisdiction of local 7970.

JOB TITLES

DELETED JOB TITLES	
Business Office Clerk	Line Technician
Building Service Worker	COE Installer A
Building Operations Mechanic	Facility Analyst Specialist
Plant Clerk	Facility Technician
Repair Associate	Repair Associate Group 12
Business Service Coordinator	Repair Associate Group 13
Coin Collector Technician	Assignment Specialist

As a result of Company actions, these job titles are not necessary in this collective bargaining agreement.

In the event the job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 2013-2016 labor agreement for United Telephone Company of the Northwest.

United Telephone Company of the Northwest - CWA 7970
PENSION PLAN
FLAT DOLLAR BENEFIT UNITS
MONTHLY BENEFIT PER YEAR OF SERVICE

Job Classification	Wage Sched	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
<u>November 1, 2016 through October 31, 2022</u>												
Schedule 1	1	36.90	35.10	33.20	31.40	29.50	27.70	25.80	24.00	22.10	20.30	18.50
Schedule 2	6	38.60	36.70	34.70	32.80	30.90	29.00	27.00	25.10	23.20	21.20	19.30
Schedule 2A	12	38.80	36.90	34.90	33.00	31.00	29.10	27.20	25.20	23.30	21.30	19.40
Schedule 2B	13	38.40	36.50	34.60	32.60	30.70	28.80	26.90	25.00	23.00	21.10	19.20
Schedule 2C	14	39.30	37.30	35.40	33.40	31.40	29.50	27.50	25.50	23.60	21.60	19.70
Schedule 3	3	41.50	39.40	37.40	35.30	33.20	31.10	29.10	27.00	24.90	22.80	20.80
Schedule 4	5	42.60	40.50	38.30	36.20	34.10	32.00	29.80	27.70	25.60	23.40	21.30
Schedule 5	7	43.70	41.50	39.30	37.10	35.00	32.80	30.60	28.40	26.20	24.00	21.90
Schedule 6	9	50.40	47.90	45.40	42.80	40.30	37.80	35.30	32.80	30.20	27.70	25.20
Schedule 7	10	59.70	56.70	53.70	50.70	47.80	44.80	41.80	38.80	35.80	32.80	29.90
Schedule 8*	11	61.40	58.30	55.30	52.20	49.10	46.10	43.00	39.90	36.80	33.80	30.70
Schedule 8A**	11A	61.30	58.20	55.20	52.10	49.00	46.00	42.90	39.80	36.80	33.70	30.70

* Includes Business Svc Tech, Network Tech (formerly CO Technician) and Customer Svc Tech (formerly Communications Tech)

** Includes Customer Svc Tech (formerly Communications Tech)

MEMORANDUM OF AGREEMENT
Between
United Telephone Company of the Northwest
And
Communications Workers of America

New Hire Seniority

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

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



Meredith Moreno
Labor Negotiator



Jeanne Stewart
CWA Representative

Memorandum of Agreement

The Company and Union recognize the importance of providing employees with a safe and healthful workplace. During the life of the 2019 – 2022 agreement the parties agree to a reoccurring dialog, on a quarterly basis, on the topic of safety. This Safety Committee will consist of one (1) designated union representative and one (1) designated management representative for each Region Ops Manager geographical area within the unit. Topics for ongoing discussion could include:

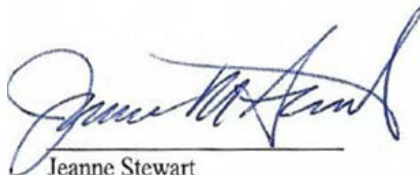
- Review the Company accident prevention and safety program.
- Discussion of available safety training
- Provide safety suggestion procedures.
- Updates on tools and equipment inspection programs.
- Disseminate safety information.

In addition to the above, any employee may submit to his/her supervisor comments and suggestions concerning methods of performing work that will reduce possibilities of accidents or injuries.

This Memorandum of Agreement will remain in effect through the life of the agreement and will expire on October 31, 2022.



Meredith Moreno
Labor Relations Negotiator
CenturyLink



Jeanne Stewart
CWA Representative

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