



CenturyLink™
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8-06-10

Bill Eberhardt
CWA Florida Staff Representative
2180 West SR, 434
Suite 2100
Longwood, FL 32779

Re: Grievance 2010-003-3176 Uniforms

Dear Bill,

A meeting was held with you at the Leesburg, FL location on 4-19-10 at the final step of our grievance procedure in compliance with our collective bargaining agreement. Also present at the meeting were Bob Campbell, President CWA local 3176, company HR representative, Betsy Trinder, and Mike DeGraw and Patty Schiefer, Area Operations Managers.

A grievance was filed by the union after the company temporarily stopped the 2009 uniform ordering. The grievance of record states the following:
Company has failed to honor Article 25.10 of the Collective Bargaining Agreement effective April 1, 2008 and with an expiration date March 31, 2011, since January 1, 2009 to current date.

The settlement requested by the union is for the Company to abide by the collective bargaining agreement. Contract articles cited by the union include Article 3.01 and 25.10.

During the grievance meeting the union maintained that they could understand the stopping of ordering shirts since the Company was in the process of changing its name with a new logo. However the union argued that the allotment should still have continued in 2009 and those employees could have used the money to order pants and other non-logoed items from the uniform catalog. The union also mentioned that some employees were able to order some uniforms before the stoppage while others had not ordered any and that this was unfair as a whole to the bargaining unit and suggested that those employees who did not receive their full 2009 \$ allotment be allowed to receive that additional monies in 2010.

Relevant contract language:

Article 3 MANAGEMENT RIGHTS

3.01 Express Rights. Except to the extent expressly abridged by a specific provision of this Agreement, the Company exclusively reserves and retains all of its inherent rights to manage the business; as such rights existed prior to the execution of this Agreement. It is agreed that the Company alone shall have the

authority to determine and direct the policies, modes and methods of operating the business, without interference by the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not limited or confined to, the right to determine, and from time to time redetermine, the number, locations and types of its facilities, including the right to move or close its business or any part thereof; to determine the methods, materials and processes to be employed; to discontinue or automate processes or operations; to subcontract any part of its operations; to determine the qualifications for new employees and to select its employees; to determine the size and composition of its working force; to determine work schedules and methods of operating; to determine the number and types of equipment, machinery, materials, products and supplies to be used, operated, processed, or disposed of; to hire, promote, demote, transfer, assign, lay off and recall employees to work; to reprimand, discharge or otherwise discipline employees; to determine or redetermine job content, establish work standards, and control the amount and type of work to be performed; to determine the assignment of work; to schedule the hours and days to be worked on each job and each shift; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department or operation; to make or change Company rules, policies and practices; to introduce new, different or improved methods, means and processes of operation and methods of service; and otherwise generally to manage the business and direct the work force.

25.10 Professional Wear. Effective January 1, 2007, the CWA 3176 bargaining associates will be provided up to \$275 annually for the purchase of uniform garments and will be permitted to order any garment from the approved uniform package. Any amount beyond the allotment will be the responsibility of the associate. Should a garment no longer present a professional image due to normal wear/tear associated with the employee's work, it may be changed out with prior management approval at the Company's expense.

Associates may wear jeans as a substitute for Cintas provided uniform pants at their own expense with the following provisions.

- A. Associates who purchase uniform pants at the Company's expense will not be permitted to substitute blue jeans for a period of one year from the date of uniform pants purchase.
- B. Blue jeans substituted for uniform pants must be properly maintained, e.g., they create a reasonable appearance as determined by the Company, i.e., no holes, patches, etc.
- C. Employees are expected to use reasonable judgment when determining if business casual or uniform pants should be worn in lieu of blue jeans. The Company retains the right to restrict Business Technicians from wearing blue jeans.
- D. Associates who desire to substitute charcoal/light grey denim pants from manufacturers other than Cintas may do so at their own expense.
- E. Color, style, and material blend of clothing will be determined by the Company. The Company logo and the employee's first name (or acceptable derivative in the Company's discretion) may be required on the shirts and/or jacket.

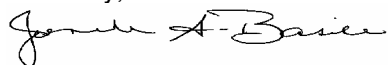
- F. The Company may, at any reasonable time, require the return of any part of the uniform. Company uniforms which have been in the care of an employee who is terminating from the Company must be returned on that employee's last working day, or the employee must pay the Company original purchase price for all missing garments. This cost will be deducted from the employee's final paycheck.
- G. Replacement of uniform garments damaged through normal wear on the job will be the responsibility of the Company. Employees will be responsible for the full Company cost of replacing uniform garments should they be lost, stolen, or damaged through neglect.
- H. Employees will be required to wear uniforms that are, in the Company's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all work hours.
- I. Belts are not provided in this program. The personal belt of an employee must be an acceptable complement to the uniform, as determined solely by the Company.
- J. Each eligible employee will be issued an official Embarq headwear specifically designed as part of the program. Employees are not required to wear the headwear with the uniform. Exceptions to this paragraph based upon documented medical necessity will be reviewed by the Company and the Company's determination will be binding.
- K. 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 or Embarq headwear. This pin will not cover the Company logo.

In 2009, Embarq entered into a merger with CenturyTel creating the current company known as CenturyLink. The Company decided during 2009, when it was aware of the pending merger, to temporarily suspend the uniform ordering program so that the logoed items were not purchased and to re-examine its overall uniform program. The Company re-introduced a new program in March 2010 and since that time employees in this bargaining unit have been able to order uniforms consistent with that applicable contract language and the Company agreed to continue the \$275.00 allotment.

The Company believes that we had a legitimate business decision, both from a cost perspective as well as re-examining the uniform program, to temporarily stop the program consistent with the intent of Section 3.01. The decision was not arbitrary and no employee was harmed as a result of temporarily stopping the program and employees continued to have sufficient uniform garments to wear. The nature of the program was then and is now to present a professional image to our customers and corporate name recognition which we have accomplished. Additionally, the Company provided new logo'd uniform shirts in the fall of 2009 so that employees would have the new company name on the shirts. We also provided patches with the new name for other outerwear. The Company is well within its management rights to make the associated changes.

The Company was fully justified in suspending the 2009 allotment and denies it violated the agreement and the grievance is denied.

Sincerely,



Joseph A. Basile