

May 7, 2020

3rd Tentative Agreement Offer
Between
Embarq Florida, Inc.
Ocala and Winter Garden Districts
d/b/a CenturyLink
and
Communication Workers of America
Local CWA 3176

As a result of these negotiations, all terms and conditions of the Collective Bargaining Agreement are carried forth except as modified herein. The provisions of this Collective Bargaining Agreement will be effective upon ratification except as noted otherwise.

The wages represent a 1.25% increase in base effective retroactively to 4/1/20, a 1.75% increase in base effective 4/1/21 and a 1.50% increase in base effective 4/1/22. Wages will be paid to all employees on the active payroll at the time of ratification. Note: the actual effective date of the wage increase will be the first day of the pay period closest to the above noted dates.

Should this package not be ratified by the membership within 30 calendar days, the offer of retroactivity shall be considered no longer be a part of the Company's offer. Further, the Company reserves the right to amend any other elements of the package to include the Company's wage proposal contained herein.

The Union bargaining committee agrees to fully recommend this offer to the membership. The below listed proposals have all been tentatively agreed to between the Company and the Union unless noted otherwise.

Proposal 1: Front Cover Agreement Date Change– TA 4/06/20

Proposal 2: Recognition date change – TA 4/06/20

Company counter to Un 6: Article 1, Non-Discrimination – TA 4/16/20

Union counter 1A to Proposal 3: Article 2, Definitions – TA 5/7/20

Union 5A counter to Proposal 6: Article 8, Force Adjustments – TA 4/16/20

Union 23: Article 9.04E, CSTI to CSTII in house promotion – TA 4/6/20

Proposal 26: Article 9.08, Wage/Step Progression – TA 4/6/20

Union 24: Article 9.09, Temporary Assignment – TA 4/28/20

Union counter 2 to Proposal 7A: Article 9.12, Cross Jurisdiction – TA 4/28/20

Company counter to Un counter Co 8A: Article 10, Compressed Work Week – TA 4/30/20

Proposal 8B: Article 10, Overtime-Call Out – TA 5/7/20

Company counter to UC 2 Proposal 9C: Article 10, Overtime Process – TA 5/7/20

Proposal 13: Article 16/21, Vacation/Short Term Disability – TA 4/30/20

Proposal 15: Article 19, Pension Agreement – TA 5/7/20

Proposal 16B Article 20, Savings Plan Agreement – TA 5/7/20

Proposal 17: Article 21, Short Term Disability/Workers Comp – TA 4/30/20

Proposal 18A/Co counter to Un 16: Article 24, Standby – TA 4/17/20

Union counter to Proposal 19A: Article 24, Night Differential – TA 5/5/20

Company counter to Un 20: Article 25 – Professional Wear – TA 4/23/20

Proposal 21: Article 25, Safety Footwear – TA 5/7/20

Union 17B: Article 25, Inclement Weather – TA 5/6/20

Proposal 22: Article 29, Voluntary Benefits – TA 4/06/20

Proposal 23: Various Articles, Change job classification to job title – TA 4/06/20

Proposal 24: Signature Page – TA 4/06/20

The Company will provide a one-time payment up to \$150, with receipts, by 12/31/2021 toward the purchase of 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.

Joseph A. Basile
Labor Relations Negotiator
CenturyLink

Jorge Rodriguez
CWA Representative
CWA Local 3176

Date: _____

Date: _____

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining

Date:3/16/20

Company proposal 1

Change Front cover to read as follows:

Agreement

Between

Embarq Florida, Inc.
Ocala and Winter Garden Districts
d/b/a CenturyLink

And

COMMUNICATIONS WORKERS OF AMERICA
Local CWA 3176

Effective: ~~April 1, 2017~~ **TBD**

Expiration: ~~March 31, 2020~~ **2023**



CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Recognition of Union

Date:3/16/20

Company proposal 2

Change to read as follows:

RECOGNITION OF UNION

This Agreement, made this ~~April 1, 2017~~, **TBD** by and between Communications Workers of America, herein called Union, and Embarq – Florida, Incorporated d/b/a CenturyLink, or its successors or assigns; Ocala and Winter Garden Districts, herein called Company: Whereas, the Union and the Company now desire to enter into an Agreement, with respect to the recognition of the Union as the certified exclusive bargaining representative of the employees and for other purposes hereinafter set out:

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 1

Date:4/7/20

Company counter proposal to Union 6 (letter F)

Add new Section 1.03 to read as follows:

1.03 The Company agrees that it will not as a general practice work supervisory employees who are classed as "Executive" employees under the provisions of the Fair Labor Standards Act, as amended, on work ordinarily performed by bargaining unit employees except for purposes of instruction or to meet emergency conditions as per Article 25.02.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 2
DEFINITIONS

Date: 5/7/20

UC 1A to Company proposal 3

Change Section 2.09 to read as follows and delete 2.12:

2.09 Normal Tour. Hours of work in a workday as set by the Company, not to exceed 8 hours.

~~2.12 Premium Rate. Premium rate of pay is 1-1/2 times the base rate of pay plus such other differentials that may apply. Hours worked at premium rates will be counted toward weekly overtime.~~

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 8
FORCE ADJUSTMENTS

Date: 4/16/2020

UC 1 to CC 1 Company Proposal 6 and Union 5A

Change Section 8.02 to read as follows:

8.02 Notice of Layoff. The Company will provide the Local Union ~~60~~ **30** **45** days advance notice of layoff of employees, if the layoff exceeds a temporary layoff, when brought about by technological changes or methods of operation.

8.03 **Layoff and** Rehire/Recall Procedure. Layoffs other than temporary shall be based **on seniority first and if applicable** on the employee's qualifications ~~ability, and seniority~~ as provided in Article 7.03 **and shall be from the lowest seniority first to highest seniority employee last by job title**. Recalls shall be made **to the highest senior laid-off employee first to the lowest senior laid-off employee last** in inverse order of layoffs consistent with service requirements.

CWA
2020 Bargaining
CWA 3176 PROPOSAL

Date:04/03/20 Time 10:25 AM

Union Proposal #: 23

Article #: 9.04E

Subject: CST I to CST II In house promotion

In order to outline a method to promote an existing Customer Service Tech I in the Ocala and Winter Garden District to a Customer Service Tech II in the Ocala and Winter Garden District without posting the position. This method may also be known as an “in family job promotion” when an employee is promoted from I to II once the Company determines the need for the additional skill sets, an employee has demonstrated those skill sets and the Company has verified the candidate’s proficiency in the required skill sets. This exercise is headcount neutral and only applies to employees already in the Customer Service Tech I job title.

The parties agree to the following steps:

1. The Company will determine if there is a need to increase the number of technicians with Customer Service Tech II skill sets without increasing headcount.

2. The Company will define the requirements for incumbent Customer Service Tech I employees to be considered for a promotion to Customer Service Tech II and determine when the requirements have been met. Historically, the incumbent Customer Service Tech I must meet these requirements before being considered for the promotion:
 - a. Be proficient in their Customer Service Tech I responsibilities.

- b. Have cable training (classroom and/or on the job training).
- c. Have independently identified, isolated, exposed and corrected trouble in the underground facilities.

3. Successful candidates will be promoted from Customer Service Tech I to II at the equivalent step on the Customer Service Tech II wage schedule.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 9
JOB OPPORTUNITIES AND LOCATION
TRANSFER REQUESTS

Date:3/16/20

Company proposal 26

Change Section 9.08 to read as follows:

9.08 Setting New Pay Rates. Upon reclassification to a higher rated job, the employee shall be paid at the next higher rate of pay on the new wage schedule and shall progress on that schedule on normal progression dates. Employees who are granted a job within the same wage schedule shall continue to progress in the wage schedule on normal progression dates. Employees who are granted a lower rated job will receive the appropriate rate of pay in the lower wage schedule on normal progression dates.

A. 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** ~~W~~wage increases will be effective the first day of the pay period closest to the effective date of the increase.

CWA
2017 Bargaining
CWA 3176 PROPOSAL

Date:

Union Proposal #: 24

Article #: 9.09

Subject: Temporary Assignment

9.09 Temporary Assignments. When in the opinion of the Company it is necessary to temporarily assign an employee to a job other than that which the employee normally performs, ~~or to another bargaining job title classification,~~ **or to another operating area of the company for out of town assignments** the Company shall in its sole judgment select the employee to perform such work in the order of qualifications then seniority; provided, however, when it is anticipated that such temporary assignment shall extend beyond ~~two~~ **one work** weeks, **the company will ask for volunteers, via electronic communications and by job title, of those interested in a temporary assignment;** then the senior ~~qualified~~ **employee on the volunteer list within the work location of the Company's choice** shall have the first opportunity for the **assignment transfer. The volunteer list shall be maintained at the district level for one calendar year so that all those interested who were not selected for the first assignment will be given the next opportunity, in order of seniority, when available.** Temporary assignments will not normally extend beyond six months' duration. Temporary assignments may extend beyond six months for special situations by mutual agreement, in writing, between the Company and the Union.

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CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 9
JOB OPPORTUNITIES AND LOCATION
TRANSFER REQUESTS

Date: 4/21/2020

UC 2b to CC1 Co 7A

Change Section 9.12 to read as follows:

9.12 Cross Jurisdictional Assignments. In an effort to meet ~~temporary~~ staffing requirements and to minimize the need for contractors, the Company and the Union agree that the Company will have the right to supplement the work force within the jurisdiction of the Union with other Company employees. At the discretion of management, due to service requirements, employees may be required to work at other Company designated locations outside the bargaining unit ~~on a temporary basis~~. Similarly, other bargaining and/or non-bargaining unit **(non-exempt)** Company employees may be required to work at Company designated locations ~~on a temporary basis~~ performing bargaining unit work. The determination of which employees based on qualifications **and/or job title** and operational necessity are to be utilized in the above capacity shall rest solely with the Company.

A. The Company recognizes the Union's right to protect and preserve its jurisdiction over the work performed by employees assigned to the bargaining unit. ~~The Company shall keep to a minimum such temporary cross jurisdictional transfers and shall make or effectuate such transfers only to meet service requirements. Temporary cross jurisdictional transfers may be utilized to the extent they do not cause a reduction of employees in the bargaining unit, and/or prevent the addition of more employees to the bargaining unit.~~

B. ~~Temporary cross jurisdictional transfers shall normally be for three (3) work days or less. Regardless of the duration of the cross jurisdictional transfer assignment, the Company shall make every reasonable attempt to contact the Local Union President or his/her designee in the event of the need for such assignment within 24 hours of the initiation of the assignment. Should the temporary cross jurisdictional assignment require greater than three (3) work days, The Company shall notify the Local President or his/her designee, **within three (3) calendar days as soon as** the Company becomes knowledgeable of said need, ~~of~~ **and provide** the name of the individual transferred, the work location, the expected duration, and provide him/her with information substantiating the Company's service requirements.~~

~~The Company shall make reasonable attempts to contact the Local Union President or~~

~~designee in the event of the need for cross jurisdictional assignments that occur.~~

C. "Service Requirements" means such service requirements as determined by the Company, but such determination shall be subject to the grievance procedure set forth in Article 5, and a charge of bad faith or arbitrary action shall be subject to the arbitration procedure set out in Article 6.

D. ~~Temporary~~ Cross jurisdictional transfers of bargaining unit employees to work outside the bargaining unit shall be handled in accordance with the procedures in Article 9.10.

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

F. The company shall utilize all employees in the bargaining unit within the District who perform the work of the same job title before going outside of that job title. ~~To meet service requirements, the company will attempt to contact any qualified bargaining unit employee, of the company's choice, within both CWA3176 and CWA3176A bargaining units before utilizing other available labor resources.~~

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 10
HOURS OF WORK AND BASIS OF COMPENSATION

4/30/20

Co counter to Union counter - Company proposal 8A
(Compressed Work Week)

Change Section 10.02 to read as follows:

10.02 Compressed Work Week. Service conditions permitting, the Company and the Union agree to allow employees to voluntarily work a compressed workweek consisting of 10 hour work days scheduled over a four day workweek. Establishment of compressed workweek scheduling within a work group will require the mutual agreement of the employee, **and** the employee's supervisor ~~and the Union.~~

Any agreement to utilize compressed workweek scheduling may be canceled by either the employee, the employee's supervisor ~~or the union representative~~ by providing two weeks advance written notice of the intent to cancel.

~~A. Vacation days will generally be based on scheduled hours. Single days of vacation taken within a workweek will equal 10 hours per day. An entire week (or segment) of vacation will be based on five eight hour days.~~

~~B. Sick time will be based on the employee's schedule for that period of time. Employees scheduled for eight hours will be paid (based on available benefits) eight hours per day. Employees scheduled for 10 hours will be paid 10 hours per day.~~

A. Short-term disability and vacation while working four (4) ten (10) hour days will be based on the amount of hours taken. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days.

~~C. Employees will receive eight hours of pay for personal and/or company recognized national holidays. Employees scheduled for four 10 hour days will have~~

~~three options available with respect to the two remaining hours. Employees may elect to take two hours of vacation in addition to the eight hours of holiday pay; elect to take two hours without pay in conjunction with the eight hours of holiday pay; or make up the two hours on a nonscheduled day other than Sunday provided such make up time is during the same calendar week as the holiday.~~

D. Employees scheduled for 10 hour days shall be paid at the overtime rate for all time worked in any one day in excess of 10 hours, or for any time worked in a calendar workweek in excess of 40 hours.

E. Employees scheduled for 10 hour days may have their schedules changed to eight hour days due to training requirements or other unforeseen operational needs with no penalty incurred by the Company.

F. This Article is intended to define the normal hours of work and is not construed as a guarantee of hours of work per day or per week.

G Employees working a compressed workweek shall be scheduled three consecutive days off unless the employee chooses otherwise.

re-letter according.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 10
HOURS OF WORK AND BASIS OF COMPENSATION

Date:4/30/20

Company proposal 8B

Change Section 10.01 - 05 to read as follows:

10.01 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.

b) All hours worked on a non-scheduled Sunday. (If Sunday is part of the regular posted work schedule, then all hours are paid at the basic rate of pay.)

c) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Section 10.03.

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 and Personal Holidays.

First 8 hours worked or not worked on a recognized holiday.

Paid rest period hours.

Paid union time off for joint meetings with the Company.

~~First 8~~ **All hours worked on a scheduled Sunday. (NOTE: Sunday must be part of the regular posted schedule to qualify).**

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

Bereavement, jury duty, witness duty, short-term disability (STD), workers compensation, military, unscheduled vacation and personal holidays, **inclement weather** and any other paid time off not listed above.

Any non-paid time off, including non-paid union time.

Any hours worked on a non-scheduled Sunday

Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold).

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

10.03 Call Out. Call out pay shall be at the rate of 1-1/2 times the base rate of pay. Employees called out will receive a minimum of two hours call-out pay for any call-out which requires an employee to physically report to a company directed work location. Call out pay starts when the employee leaves their residence and ends when the employee returns to their residence. An employee who leaves their residence but spends time working at home on the assignment will also be paid for time worked at home.

Employees who are called and are able to perform the work assignment from their home will be paid for actual time worked only. The two hour minimum will not apply.

The Company reserves the right to require employees to accept overtime/call-out opportunities when the need arises as determined by the Company in accordance with this Agreement.

~~10.04 Sunday Pay. Employees working on Sunday shall be paid the premium rate of 1-1/2 times their base rate of pay for all scheduled hours worked to a maximum of 8 hours (10 hours if the employee is on a compressed work week schedule) plus any applicable evening and night differentials.~~

~~10.05 Overtime vs. Premium Pay. Under no circumstances shall hours worked at overtime rates provided for under the terms of this Agreement be pyramided toward computation of daily or weekly overtime. However, hours worked at premium rates will be counted toward weekly overtime.~~

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 10
HOURS OF WORK AND BASIS OF COMPENSATION

Date: 5/7/2020

Company Counter to UC 2 to Company proposal 9C

Change Section 10.10 to read as follows:

10.10 Overtime Process. Overtime will be administered as follows:

- A. Work group overtime rosters will be posted ~~bi-weekly~~ **bi-monthly** and will also be made available electronically, ranking employees according to their year-to-date call-out and overtime hours actually paid. The employee having the least amount of call-out and overtime worked will be first on the roster. The employee having the greatest amount of call-out and overtime worked will be last on the roster. Overtime opportunities will be voluntarily offered in order of the posted roster's ranking from first to last. Whenever an insufficient number of volunteers are available, seniority will determine who shall be forced to work, beginning with the least senior employee in the overtime group.
- B. These overtime rosters will be used exclusively for advance scheduling of overtime and for call-outs. These overtime rosters will not be used for scheduling daily overtime (or "continuation of same day" overtime) purposes.
- C. Employees assigned to temporary projects or special assignments will continue to have their overtime and call-out hours accumulate on the roster but will be exempted from the selection system during their special projects or assignments.
- D. Employees may **request** ~~indicate~~ in advance, **in writing to their immediate supervisor**, their desire ~~to not be considered to be relieved for from~~ overtime **and/or** call-out opportunities **on a periodic and basis**. ~~The notification must be submitted in writing to the employee's supervisor, and will remain in effect until the canceled in writing. The initial notification and subsequent cancellation must be received at least one week prior to the posting of the overtime roster. Employees who indicate their desire not to be considered~~ **have been relieved with supervisory approval** for overtime **and/or** call-out opportunities will be bypassed, **for the mutually agreed upon time period in accordance with this agreement**. ~~When such overtime/call-out opportunities arise, service conditions permitting, In any case, the Company reserves the right to require employees to accept overtime/call-out opportunities when the need arises as determined by the Company in accordance with this Agreement.~~

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 16/21
VACATIONS/SHORT TERM DISABILITY

Date:3/16/20

Company proposal 13

Change Section 16.04 to read as follows:

16.04 Vacation/personal holiday hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of ~~a~~ **an occupational**/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 ~~or when the absence is Worker's Compensation related~~. In those cases only, the employee will have the opportunity to elect whether to take vacation/ personal holiday hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available vacation/personal holiday hours, those hours for which vacation/personal holiday hours are not available shall be non-paid.

Incidental absences both Scheduled and Unscheduled time. Scheduled vacation/personal holiday are those hours requested by the employee and approved by management. Scheduled vacation/personal holiday hours are included as part of the standard work week for overtime purposes.

Unscheduled vacation/personal holiday are those hours requested by the employee and not approved by management. Unscheduled vacation/personal holiday taken by an employee for pay purposes only shall result in an employee receiving an occurrence against their attendance according to the attendance policy. Unscheduled vacation/ personal holiday hours are not included as part of the standard work week for overtime purposes.

The approval of vacation/personal holiday time (both scheduled and unscheduled) is solely at the company's discretion based on operation needs of the business.

Change Section 21.03 to read as follows:

21.03 Vacation/Personal holidays are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a **an occupational**/non-occupational disability related absence (STD waiting period). The employee must use all available Vacation/Personal Holiday hours before hours can be taken unpaid. If an employee does not

have available Vacation/Personal Holiday hours, the time shall be non-paid.

The employee is solely responsible for providing medical certification when requested by the Company. The Company may, at its own expense, require a second medical evaluation provided by a Company chosen physician.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 19
PENSION AGREEMENT

Date:3/16/20

Company proposal 15

Change Article 19 to read as follows:

Article 19
PENSION AGREEMENT

The Company has adopted the Embarq Pension Component of the CenturyLink Combined Pension Plan (the "Retirement Pension Plan") and except as provided in Section 3 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement below. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan 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.

Section 1. 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 Retirement 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 April 1, 2017 **April 1, 2020** 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 Embarq-Florida, Incorporated, Ocala and Winter Garden Districts, represented by Communications Workers of America (CWA) Local Union No. 3176, 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 Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in Section 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 a date a subsequent Pension Agreement between Embarq-Florida, Incorporated – Ocala and Winter Garden Districts, and the CWA Local 3176 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 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 Retirement 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, 2016 into CWA 3176

Any Employee who is first hired by the Company into CWA 3176 on or after January 1, 2016 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into CWA 3176 on or after January 1, 2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by CWA 3176 on or after January 1, 2016 to the extent he was not given a distribution of his entire prior Vested Interest Prior to being rehired **or recalled**. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired **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 3176 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 3176 Agreement) on or after January 1, 2016, is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA 3176 Agreement on or after January 1, 2016, to the extent he was not given a distribution of his entire prior Vested Interest prior to

being covered under the CWA 3176 Agreement. Service on or after January 1, 2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the CWA 3176 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 3176 Agreement) on or after January 1, 2016 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after January 1, 2016 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later ~~transfers to~~ **becomes covered under** another union that allows benefit accruals under the Retirement Pension Plan, service earned with CWA 3176 prior to the subsequent ~~transfer~~ **move from CWA3176** 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, 2016 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 3176, effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 3176 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.

APPENDIX A
(Pension Tables)

Job Classification	Wage Sched	65-7	64	63	62	61	60	59	58	57	56	55
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
April 1, 2020 TO March 31, 2023												
Schedule 3	F13	51.1 0	48.5 0	46.0 0	43.4 0	40.9 0	38.3 0		33.2 0	30.7 0	28.1 0	25.6 0
Schedule 4	F14	59.5 0	56.5 0	53.6 0	50.6 0	47.6 0	44.6 0		38.7 0	35.7 0	32.7 0	29.8 0
Schedule 4A	F04	60.4 0	57.4 0	54.4 0	51.3 0	48.3 0	45.3 0		39.3 0	36.2 0	33.2 0	30.2 0
Schedule 5	F15	61.6 0	58.5 0	55.4 0	52.4 0	49.3 0	46.2 0		40.0 0	37.0 0	33.9 0	30.8 0
Schedule 5A	F05	62.0 0	58.9 0	55.8 0	52.7 0	49.6 0	46.5 0		40.3 0	37.2 0	34.1 0	31.0 0
Schedule 7	F20	84.1 0	79.9 0	75.7 0	71.5 0	67.3 0	63.1 0		54.7 0	50.5 0	46.3 0	42.1 0

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 20
SAVINGS PLAN AGREEMENT

Date:5/07/20

Company proposal 16B

Change Article 20 to read as follows:

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 Plan Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Plan Agreement and to make Company contributions thereto. Said Savings Plan 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. The Company agrees to notify the Union of any such action.

Section 1. CenturyLink Union 401(k) Plan

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.

Section 2. Employee Contributions

(a) 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.

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

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

Section 3. Company Contributions.

(a) For employees hired, rehired or who become covered under the CWA 3176 Agreement through any means before January 1, 2016, the Company shall contribute a Company Matching Contribution equal to 25 percent of the Participant's Contribution up to a maximum of 6 percent of eligible wage.

(b) For employees hired, rehired or who become covered under the CWA 3176 Agreement through any means on or after January 1, 2016, 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.

All disputes, complaints and questions, and any other issues arising out of or in any way connected with the ERISA benefit plan as noted in Article 19 and 20 shall be exclusively resolved in accordance with the underlying plan, procedures and ERISA, and shall not be subject to Article 5, Grievances and Article 6, Arbitration.

(c) Employees hired or re-hired into the bargaining unit during the term of the Agreement, shall automatically be enrolled in the CenturyLink Union 401(k) Plan in accordance with the terms of the CenturyLink Union 401(k) Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the CenturyLink Union 401(k) Plan and its administration procedures. This change will not go into effect until after all locals covered under the CenturyLink Union 401(k) plan have agreed to this language. Automatic enrollment will be implemented as soon as administratively feasible upon agreement by all locals.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 21
SHORT-TERM DISABILITY

Date:4/29/2020

UC 1 to Company proposal 17

Change Section 21.08 to read as follows:

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

~~For employees hired, re-hired, or transferred into this bargaining unit before 1/1/19, The Company will provide an employee a salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP **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 1/1/19, the Company will provide an employee a salary continuation benefit (called Worker's Compensation Supplemental Pay or WCSP **Supplemental Workers' Compensation Pay or SWCP**) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.~~

For eligible employees that have completed one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning ~~on the first day~~ **eighth (8th) calendar day** of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset. **Employees with less than one year of completed service are not eligible for SWCP and will only be compensated by the state according to statutory law.**

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 ~~WCSP~~ **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 paycheck, 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 paycheck, or to reimburse the Company.

~~WCSP~~ **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.

+CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 24
WAGES

Date: 4/17/2020

Company proposal 18A
Counter to Union proposal 16

Change Section 24.07 to read as follows:

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

Based on the needs of service, the Company will determine the number of qualified employees who will be assigned standby duty **by job title**. ~~At the Company's discretion, associates scheduled for Saturday or Sunday coverage may be disqualified from participating in standby, to include the acceptance of standby through trading with another employee charged with the responsibility of standby for said period.~~

During periods of standby, the employee may be assigned a vehicle for business purposes only **and shall be administered in accordance with Section 25.11**. If assigned a vehicle, the home garaging policy will apply regarding vehicle use and pay.

A. No employee will be required to serve on standby duty for more than one week in each four week period. This restriction will not prevent employees from volunteering for standby duty on a more frequent basis, nor will it prevent employees from trading a day or days at a time or weeks of standby except as noted in the above paragraph. Business Technicians, Network Technicians and Carrier Radio Technicians will be excluded from this restriction and will be available for standby duty as the Company needs require. During the period of standby, the employee will be available to take all calls and report to a job site as needed.

~~B. During periods of standby, the employee may be assigned a vehicle for business purposes only. If assigned a vehicle, the vehicle must be kept at the employee's place of residence and parked off the public street when possible. If the vehicle cannot be kept at the employee's place of residence due to an ordinance or other regulation, it may be parked at the nearest Company-approved location(s).~~

~~Travel time between an employee's residence and the first/last work assignment, in~~

~~excess of normal drive time between the residence and the assigned work center will be paid at the appropriate rates. This is true whether or not the employee is in a company vehicle. The employee will arrive at their specified dispatch location at 8:00 a.m., or scheduled shift start time, or as otherwise directed by the Company.~~

C. An employee on standby will be provided a communication device and will be required to stay within paging range at all times. Employees on standby will receive standby pay in the amount of \$30.00 for a scheduled/unscheduled day and \$70.00 for a holiday. This payment is not considered as time worked and does not count towards the computation of daily or weekly overtime. During standby, employees called out (on other than their regularly scheduled working hours), and who are required to leave their residence will receive pay for not less than two hours at the overtime rate.

D. An employee on standby will not normally be the candidate first selected to work scheduled overtime when the Company has 12 or more hours of advance knowledge of the need for such work to be performed. In such instances as described herein, the Company under normal circumstances should first attempt to meet the need for additional assistance by contacting individuals in accordance with Article 10.10.

E. If standby falls during an employee's vacation period, and the standby rotation list was made after the employee selected vacation, then it will be the responsibility of management to fill the standby slot. If a vacation day(s) are selected after the year vacation bidding and after the standby rotation list has been sent to the work group and the employee selects a vacation day(s), then the employee is responsible to work the standby slot or find a qualified swap within the work group prior to taking the vacation.

Re-letter accordingly

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 24
WAGES

5/5/20

Company proposal 19A
Counter to Union proposal 16

Change Section 24.05 to read as follows:

re-number articles accordingly

~~24.06~~ **24.05 Differentials: It is understood that differential payments are fixed amounts that apply only to hours actually worked by employees that qualify for the differential. Differentials will not be applied to any non-worked hours.**

Differential to be paid to any employee working in the following categories:

Per Hour:

A. Employees with journeyman electrician or journeyman heating and air conditioning license assigned to electrical or air conditioning work \$1.50.

B. Working Leader: Assignments on which the employee has the responsibility of directing the work of a group of employees and normally is required to perform some of the same work as that of the group directed \$1.50.

C. During the short term absence of a supervisor, employees may be voluntarily assigned to perform the duties of the supervisor (except disciplinary matters). Employees acting as a temporary supervisor may do so only for a minimum of 40 consecutive hours; will not perform their normal job duties during this time; and will continue to be managed under the parameters of this agreement \$2.00. D. 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 for a minimum of 1 hour shall receive a differential in the amount of \$2.00 for all hours while delivering such training.

D. Night Differential. A night differential of ~~\$1.50~~ \$2.00 per hour shall be paid for all hours worked between the hours of 11PM-5AM. Differential payments will not be added to the base rate of pay for overtime calculations.

24.05 Night Differential. A night differential of \$1.50 ~~\$2.00~~ per hour shall be paid for all hours worked between the hours of 11PM-5AM. Differential payments will not be added to the base rate of pay for overtime calculations.

~~It is understood that differential payments are fixed amounts that apply only to hours actually worked by employees that qualify for the differential.~~

~~Differentials will not be applied to any non-worked hours, including but not limited to, PTO, STD, workers' compensation, jury duty, military leave, holidays, etc.~~

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 25
Miscellaneous Conditions of Work

Date: 4/13/20

Company counter proposal to Un 20 Professional Wear

Change Section 25.10 to read as follows:

25.10 Professional Wear. Effective January 1, 2013, 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 classifications which the Company deems appropriate. New hires in those classifications may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both **the** uniform and non-uniform garments. The Company shall have the unilateral right to modify, amend, or cease the uniform program at any time. **If the company chooses to cease the uniform program they must provide notice 30 days advance notification.**

Employees will be required to wear a 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. Local union representatives will be allowed to wear appropriate union branded apparel, provided by the local while conducting union/company grievance meetings. Replacement of uniform garments damaged on the job as opposed to normal wear/tear 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.

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 CenturyLink headwear. This pin will not cover the Company logo

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 25
MISCELLANEOUS CONDITIONS OF WORK

Date:3/16/20

Company proposal 21

Change Section 25.08 to read as follows:

~~25.08 Safety Footwear. The Company will pay the cost of one pair of safety footwear up to a maximum of \$100 annually for those employees in positions which are required under OSHA regulations to wear such footwear. Any additional expense will be the responsibility of the employee.~~

~~A. The Company will make the determination of which employee classifications will be required to wear safety footwear.~~

~~B. The Company will determine what is considered acceptable safety footwear with respect to appearance and functionality.~~

~~C. Safety footwear for this purpose must meet the current ANSI Z41.1 Class 75 safety requirements.~~

~~D. The Company reserves the right to determine which vendor(s) may be utilized for the provisioning of safety footwear.~~

CWA
2020 Bargaining
CWA 3176 PROPOSAL

Date: 5/6/2020

Union Proposal #: 17B

Article #: 25.02

Subject: Inclement Weather

Inclement Weather **and unforeseen crisis**. Employees are expected to take all reasonable actions to report to work as scheduled during a **government-sanctioned emergency**, inclement weather or in the event of a business disruption because of equipment failure or other catastrophic conditions.

When employees report to work and because of inclement weather or **other conditions stated above** ~~business disruption~~ are, in the opinion of the supervisor, **are** unable to safely perform their regular work, they may be assigned such other work as may be available. **The Company may, at its discretion, close the office or send employees home early due to inclement weather or unsafe conditions. In that case, the employee will be paid for the time remaining in the business day.**

Employees who report to work later, leave early, or cannot report to work must report the situation to their immediate supervisor as promptly as possible. In such case the employee may elect to use floating holiday, vacation, or leave without pay if no paid time is available, in that order, to cover the partial or full day of absences. The local management team will advise whether the absence is considered excused for the purposes of attendance management policies **in accordance with Article 16.07.**

~~The Company may, at its discretion, close the office or send employees home early due to inclement weather or unsafe conditions. In that case, the employee will be paid for the time remaining in the business day.~~

Employees may be granted exceptions, at the discretion of the company, for all performance, productivity, and employee evaluation programs for the conditions stated above to allow the employee to achieve the restoration goals of company provided services during said conditions. Any data collected for the month the condition occurred shall be excluded from the employee overall evaluation.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Article 29
VOLUNTARY BENEFITS PROGRAM

Date:3/16/20

Company proposal 22

Change Article 29 to read as follows:

Effective April 1, ~~2014~~ **2020** and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.

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

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agent(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one 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.

This program is not a Company-sponsored plan or benefit. It is not a plan covered under ERISA. The Company has chosen to allow these vendors to make these programs available to employees but be advised that this is a voluntary program and only the employee can decide whether the benefits provided by this program are appropriate for you and your family. Employees are encouraged to research all suitable alternatives and consult with your personal advisors. Employees are encouraged to review the privacy and security policies and the practices of the various vendors and make sure they are comfortable with them prior to entering into any transactions. The Company is not able to provide employees with advice regarding the program. Participation is solely the employee's decision, completely voluntary and at their own expense. CenturyLink does not endorse and is not responsible for any of the products, services or practices promoted on the voluntary benefit website. Access to this website is provided at no cost to you, and CenturyLink does not benefit from your participation. There are no commissions or incentives paid to CenturyLink as a result of the products or services they may choose to purchases.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining

Date:3/16/20

Company proposal 23

Change 'job classifications' to 'job title' throughout Agreement to read as follows:

9.06 ~~New Job Classifications~~ **Titles**. Whenever the Company determines it appropriate to create a new job title ~~or new job classification~~ 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 ~~or new job classification~~ is implemented, and shall provide the Union with a description 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.

~~Modified Job Classifications~~ **Titles**. First, the parties agree that minor changes to operational procedures, equipment, and systems occur on a regular basis and often change how job responsibilities are performed. These are not considered modifications to the job ~~classification~~ **titles** and do not require notice to the Union. Any dispute about whether an operational change has only a minor (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 ~~classification~~ **titles** 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 description of the modified

duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.

The Union shall have the right, within thirty (30) calendar days from receipt of the notice from the Company, to request negotiations concerning the proposed wage rate or wage schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal. The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

Arbitration Procedure for Disputes Over New and Modified Job ~~Classifications~~ **Titles**. Although the Company may create a new job title ~~or job classification~~, or modify the nature and scope of existing job ~~classifications~~ **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 ~~classification~~ **titles** 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 a new job title ~~or job classification~~ or a modified job ~~classification~~ **title** as described above, the parties shall select an arbitrator following the procedure in Article 6. 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 6, 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.

2.01 Base Rate. Base rate of pay is the regular rate of pay for various ~~classifications~~ **job titles** as set forth in Appendix B to this Agreement, excluding all differentials and premium payments.

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 re-determine, 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 re-determine 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~~ **title**, 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.

8.04 Bumping. Any employee displaced by a layoff other than temporary layoff, who is senior to an employee in an equal or lower rated job ~~classification~~ **title**, may displace such employee in accordance with Article 7.03.

It is understood and agreed that an employee exercising a bumping right must bump the least senior employee in the ~~classification~~ **title**. Further, the bumping employee must have previously held the job title or must have the qualifications to perform the new job with a minimum of on-the-job training and familiarization. Any training, either on the job or classroom training, will not exceed 5 days and the employee must successfully complete the training. If additional training is required to perform the work, the employee may not bump.

9.04 Promotion. The job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

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

- a) Probationary and temporary employees;
- b) Laid off employees;
- c) Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same ~~classification~~ **job title** as the vacancy involved;

d) Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.

9.09 Temporary Assignments. When in the opinion of the Company it is necessary to temporarily assign an employee to a job other than that which the employee normally performs or to another bargaining job ~~classification~~ **title**, the Company shall in its sole judgment select the employee to perform such work in the order of qualifications then seniority; provided, however, when it is anticipated that such temporary assignment shall extend beyond two weeks, then the senior qualified employee within the work location of the Company's choice shall have first opportunity for the transfer. Temporary assignments will not normally extend beyond six months duration. Temporary assignments may extend beyond six months for special situations by mutual agreement, in writing, between the Company and the Union.

9.10 Temporary Assignment Pay. Employees temporarily transferred or assigned to a lower rated job ~~title or classification~~ shall be paid at their normal wage rate. Employees temporarily transferred or assigned, who work a minimum of 2 hours a day at a higher rated position or job ~~classification~~ **title** shall be paid at the appropriate base rate of the higher rated position.

24.03 Attached hereto, as Appendix B is the schedule of job ~~classifications~~ **titles** and the base hourly rates of pay to be effective during the term of this Agreement for work performed by employees in such job ~~classifications~~ **titles**.

25.10 Professional Wear. Effective January 1, 2013, 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 ~~classifications~~ **job titles** which the Company deems appropriate. New hires in those ~~classifications~~ **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. The Company shall have the unilateral right to modify, amend, or cease the uniform program at any time.

26.01 The Company will determine when technological change requires additional knowledge and or skill on the part of the employee in the same work location and same ~~classification~~ **job title**. When this occurs, a sufficient number of employees, as determined by the Company, in that location and ~~classification~~ **job title** will be given, based upon qualifications and seniority, the practicable opportunity to acquire the additional knowledge and skill.

27.09 During each quarter the Company shall furnish the President of the Local a list of employees in the Bargaining Unit. This list will include the names, address, exchange location, seniority date, and job ~~classification~~ **job title**.

CWA3176 Florida
Ocala & Winter Garden Districts
2020 Bargaining
Signature Page

Date:3/16/20

Company proposal 24

Change Section 25.08 to read as follows:

IN WITNESS WHEREOF, the undersigned parties, pursuant to proper authority, have caused this Agreement to be signed and executed on March 31, 2017.

Embarq Florida, Inc.

Communications Workers
of America, AFL-CIO

Kevin McCarter
Region President
East Region

Jorge Rodriguez
CWA Representative

Bryan Smith
Sr. Director
Human Resources

Greg Douglas
President
CWA 3176

Company Bargaining
Committee:

Joseph Basile
Mike DeGraw
Amy Rehberg

Union Bargaining
Committee:

Greg Douglas
Wesley B. Kirby
Ken Gritt
Kevin Goins
Jorge Rodriguez

The company will add a line item to the final TA that they will pay up-to \$150 with receipts to all employees who wear steel toes. Management will notify their local team and cascade down from there