

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

Expiration: March 31, 2020



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RECOGNITION OF UNION

This Agreement, made this April 1, 2017, 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:

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Now, therefore, the parties do agree as follows:

The Company hereby recognizes the Union for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment, as the exclusive bargaining representative of all employees in the classifications listed in Appendix B, but excluding all other employees, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

It is hereby agreed and understood that the specific provisions of this Agreement shall be the sole source of the rights of the Union and any employee covered by this Agreement, and it is further agreed and understood that this Agreement contains the entire contract and understanding between the parties with respect to all matters relating to wages, hours and other conditions of employment for all employees in the bargaining unit as set forth in Paragraph 1 above. Changes in this Agreement, whether by additions, waivers, deletions, amendments or modifications must be by mutual agreement, in writing and signed by both parties. This Agreement supersedes all previous oral and written Agreements between the Company and the Union and between the Company and any employee within the bargaining unit.

The provisions of this Agreement establishing certain rights and benefits for the Union and the employees within the bargaining unit shall be coextensive with the terms of this Agreement, and those rights and benefits shall cease and terminate entirely upon the termination or expiration of this Agreement, except that they shall cease or terminate sooner where it is so provided herein.

Article 1 NON-DISCRIMINATION

1.01 The Company and the Union agree that there will be no discrimination **or harassment** against employees or applicants

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for employment and promotions for reasons of race, **religion or religious** creed, color, **sex or gender, gender identity and/or expression, sexual orientation,** age, **marital status,** **family/parental status,** national or **ethnic** origin, **genetic information,** disability **and/or handicapped,** AIDS or Sickle Cell Anemia, **military or veteran status,** special disabled veterans, veterans of the Vietnam era, or membership or non-membership in the Union and further to comply with all local, state, or federal laws pertaining thereto.

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1.02 There shall be no retaliation or discrimination practiced and/or committed by the Company or the Union against any employee because of membership or non-membership in the Union or by the Company against any Union member or nonmember, officer or authorized representative engaged in legitimate activities on behalf of the Union or for filing complaint(s) and/or cooperation with an investigation of a complaint(s) with the Union, the Company, or other government agencies.

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Article 2 DEFINITIONS

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

2.02 **Calendar Week.** A consecutive period of 7 days, the first day of which is Sunday.

2.03 **Call-Out.** Call-out shall be defined as an immediate call of employees from their own time to perform work for the Company.

A. Call-out pay will continue until the employee is either released or until the regular work shift begins, whichever is sooner.

B. Call-out travel time between an employee's residence and the work center, or the employee's first/last work assignment, will be paid at the overtime rate regardless of whether or not the employee is in a company vehicle.

C. When any related subsequent call-out is made within 2-1/2 hours of the start of the first call-out, the subsequent call-out will be treated as a continuation of the first call-out.

2.04 **Employee**

- A. **Full-Time Employee.** An employee who works a normal work week.
- B. **Hourly-Rated Employee.** An employee whose base rate of pay is established on an hourly basis.
- C. **Occasional Employees.** Occasional employees are normally engaged for a period of not more than 4 consecutive weeks regardless of the length of their daily/weekly assignments. They are employees only on the days they work.
- D. **Part-Time Employee.** Positions in this category are normally scheduled to work 30 hours per week **or less** and are eligible for benefits **in accordance with Company policy, subject to eligibility requirements of the particular benefit plan and relevant waiting periods.** Other benefits are applicable according to Company policy and retirement and savings plans eligibility are governed by the plan documents. R
- E. **Regular Employee.** One whose employment is reasonably expected to continue for more than one year.
- F. **Temporary Employee.** One hired for a project or a period of time not to exceed 12 months.

2.05 **Gender.** Whenever the masculine gender is used, it is intended to cover female employees as well, where applicable, and vice versa.

2.06 **Headquarters Exchange, Location, Town.** An exchange, location (**such as a Central Office, Garage or other company property**) or town designated by the Company as being the reporting location of the employee. N

2.07 **Holiday Work.** Any work which begins on a holiday as authorized herein.

2.08 **Non-Scheduled Day.** A day which an employee is not assigned **to work any hours, scheduled tours, and/or normal tour.** R

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

- 2.10 **Overtime Rate.** Overtime rate of pay is 1-1/2 times the base rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.
- 2.11 **Part Tour.** A work assignment of less length than the normal tour or workday.
- 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.
- 2.13 **Scheduled Hours.** All hours within an employee's scheduled tour.
- 2.14 **Scheduled Tours.** Any of the **normal** tours which are designated by the Company as the **work week** for a particular employee.
- 2.15 **Session.** One of the two parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session shall not be less than three hours.
- 2.16 **Split Tour.** A normal tour where the time interval between the end of the first session and the beginning of the second session is more than 1 hour.
- 2.17 **Sunday Work.** Any work which begins on Sunday.
- 2.18 **Union Leave.** Time spent on leave of absence from duty to perform nonpaid Union duties of an extended nature. Service conditions permitting, all such absences and the time allowed may be granted based on mutual agreement between the Company and the Union.
- 2.19 **Union Time Off.** Time spent absent from duty to conduct nonpaid Union business.
- 2.20 **Work Day.** The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the workday on which such tour or call-out begins. Any connecting time which precedes a tour is a part of the workday on which the connecting time begins. Any

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connecting time which follows a tour is a part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

- 2.21 **Work Group.** A group of employees who work under the same first line supervision and who regularly interchange on work assignments and regularly relieve each other.
- 2.22 **Work Location.** The normal work location is the exchange, location, or town designated by the Company as being the location where employees normally perform their assigned duties. The normal work location may differ from the employee's headquarters exchange, location, or town.
- 2.23 **Work Week.** A normal workweek shall consist of the first 5 tours or their equivalent in tours and part tours, worked in a calendar week.

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 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, 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.

- 3.02 **Reservation of Rights.** The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in a particular way, shall not be deemed a waiver of its authority to exercise such rights or function, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of the Agreement.
- 3.03 **Discipline/Discharge For Cause.** Employees may be disciplined and/or discharged for just cause. Cause for the purpose of discipline or for the purpose of discharge, or either, shall include, but shall not be limited to: insubordination, violation of Company rules, failure to obey instructions of a supervisor, failure to perform the job properly in accordance with Company standards, absenteeism, dishonesty, negligence, misrepresentation of any fact in connection with any claim or concerning employment or pay, any other action not in the best interest of the Company, its employees, or its customers.

Article 4 STRIKES AND LOCKOUTS

- 4.01 **No Strike Provision.** The Union, and its members, agrees that they will not cause, permit, sanction, or participate in any strike, including sympathy strikes, picketing, slow-down, refusal to cross a picket-line to perform assigned work or other cessation or interruption of work of any kind during the term of this Agreement.
- 4.02 **No Lockout Provision.** The Company agrees that it will not cause or permit a lockout of its employees, covered by this Agreement, during the term thereof.
- 4.03 **Union Leadership Responsibilities.** It is understood that the Union, its officers, agents, committeemen, stewards, and other

representatives are obligated under this Agreement to take all reasonable possible affirmative steps to prevent or halt the activities specified in Paragraph 1 of this Article on the part of any employees in the bargaining unit. Failure of any such representatives, who are employees, to carry out their obligations under this Paragraph, or their engaging or participating in any of the practices enumerated in Paragraph 1 of this Article shall subject them to discipline, including discharge on that account. Participation by any other employee in any of the activities prohibited in Paragraph 1 of this Article will be cause for discipline, including discharge.

4.04 **Continued Obligations.** Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any Federal, State or Local law, shall excuse the employees, the Union or its representatives or the Company from their obligations under the provisions of this Article.

4.05 **Proper Venue.** The provisions of this Article shall not be subject to the grievance and arbitration provisions of this Agreement, such matters being determinable and enforceable by the parties only in the courts; provided, however, that employees who are discharged for participating in activities prohibited by this Article or for failure to carry out their affirmative obligations as established in this Article may use the grievance and arbitration procedure in order to determine the fact of whether or not said employee did or did not participate in the prohibited activities or did or did not fulfill their affirmative obligations under this Article. If it is determined that the employees did participate in the activities prohibited by this Article or failed to fulfill their affirmative obligations under this Article, then the discipline imposed by the Company shall be final and binding and shall not be disturbed.

4.06 **Extraordinary Relief.** Nothing in this Agreement shall prevent the Company from obtaining direct extraordinary relief.

Article 5 GRIEVANCES

5.01 It shall be the objective of both the Company and the Union to settle grievances, formally or informally, at the lowest step possible.

A grievance shall be a complaint or controversy by any employee or group of employees or by an authorized Union representative that arises during the term of this Agreement, with respect to the interpretation or application of any provision of this Agreement.

CWA Stewards and agents will be the sole bargaining agent for all grievances. The Company will agree not to contact the grievant outside of the grievance procedure in an attempt to settle the grievance. However, the Company may require additional facts from the grievant during the grievance procedure. Payment to authorized local union representatives presenting grievances shall be as follows:

- (a) Employees who are authorized local union representatives shall be paid for all time spent attending grievance meetings that occur during their scheduled hours, as well as for necessary time spent traveling to and from the grievance meetings during normal working hours. This time shall be considered time worked. In no case will overtime be paid to attend meetings or any additional compensation as a result from attending meetings.

Unless otherwise provided specifically in this Article, no more than two (2) authorized local union representatives shall be paid. No more than two (2) local union representatives and two (2) Company representatives may meet for the purpose of grievance meetings. Other persons may be present at all steps of the grievance procedures based upon mutual agreement of the parties.

Step One/Informal:

The Local Union Representative will contact the employee's immediate supervisor or his or her designee within fifteen (15) working days after the event giving rise to the grievance or of the time the employee knows of it. Otherwise the matter will not be considered a grievance within the meaning of this Agreement.

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The Grievant, the Local Union and Company Representative shall meet within fifteen (15) working days after the grievance was filed. This informal level meeting is intended to allow both sides to fully explore the incident, develop the facts, and state their contentions, clear up any possible misunderstanding and attempt to informally resolve the dispute.

The Company shall present its answer within ten (10) working days after the grievance meeting. If the Company's disposition is not presented within this time frame, the local union may proceed to the next step of this process.

Step Two:

If the **issue** is not resolved and the **Union desires to move forward with the grievance process**, the grievance shall be reduced to writing by using the approved CWA District form by the Union and presented to the Company within thirty (30) working days after the Company's response.

The CWA District form shall contain the exact nature of the grievance, the act or acts complained of, by whom they were committed and when they occurred, the identity of the employee or employees who claim to be aggrieved, the specific provision or provisions of this Agreement which the employee or employees claim the Company has violated and the remedy sought.

A joint Union-Company meeting will be held within thirty (30) working days after notice of appeal. **The meeting may be conducted face-to-face or via telephone conference. Present at the meeting for the Union will be the local Union President or designee, designated Union steward, and the grievant(s). Company representatives will be the employee's second line manager (his/her designee) and one (1) additional Company representative.** The Company shall present its typewritten/legible proposed disposition within fifteen (15) working days after the grievance meeting. **If the second line manager does not provide a timely written response the grievance may move to Step 3.**

Any grievance arising as a result of a termination of employment will be entered into the grievance procedure directly at Step 2. Other issues that cannot be adjusted at Step 1 of the grievance procedure may be escalated directly to Step 2 upon mutual agreement.

Step Three:

If the grievance is not resolved at Step 2, the **CWA Union representative** may refer the grievance for a meeting with Labor Relations by making a written request within **thirty (30)** working days after receiving the Step 2 response. The meeting may be

conducted face-to-face or via telephone conference and shall be held within **thirty (30)** working days of the Union request. Labor Relations shall issue a written response within thirty (30) working days following the meeting.

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Present at this meeting **shall be the CWA Union representative**, Local Union President (or his/her designee), and two Company representatives.

If a timely response to the grievance is not given, **the** Union may move the grievance to arbitration provided the Agreement has not expired by timely following the procedure in the Arbitration Article of this Agreement.

Time Limits - In the event the Company does not answer a grievance within the prescribed time limits, the grievant may proceed immediately to the next step. Failure on the part of any grievant or the Union to strictly abide by the prescribed time limits of this Article shall result in the grievance being deemed settled in accordance with the Company's last response. The time limits contained in this Article are to be strictly construed and may be extended only by mutual agreement in writing.

"Working days" for purposes of this Article does not include Saturdays, Sundays or holidays.

Article 6 ARBITRATION

A grievance which has not been satisfactorily resolved after it has been timely and properly processed completely through the Grievance Procedure may be submitted to arbitration by the Union during the term of the Agreement. To do so the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Manager, Labor Relations, within sixty (60) workdays of the Step 3 answer (or any default in answering). After receiving the list of arbitrators, and within fifteen (15) workdays of its receipt, an arbitrator shall be selected by each party alternately striking from the list of seven names. The Union, as moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.

The arbitrator so selected or appointed shall hear the arbitration proceeding within sixty (60) days after his/her appointment or by mutual agreement of all parties. The arbitrator shall interpret the

contract in accordance with the reserved rights theory of labor contracts whereby all rights not specifically limited by the Agreement are reserved to the Company. The arbitrator shall be confined to the issue(s) presented by the parties, and shall have no right to alter, amend, modify, or change the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding.

The arbitration procedure shall be expeditiously pursued by all concerned and time limits noted here will be strictly enforced unless extended by mutual agreement. Failure by the moving party to adhere to the time limits provided in this Article will result in the grievance being deemed withdrawn and settled in the Company's favor. Failure by the Company to adhere to the time limits provided in this Article will result in the grievance being deemed settled in the union's favor and the grievant is made whole in every way.

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 the 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. It is understood the Company shall assume no back pay liability for delays at the specific request of the Union in which the Company concurs.

Either party shall have the right to request the presence of a court reporter to prepare a written transcript of evidence and, should either party make such a request, it is agreed that the expenses and fees of the court reporter shall be equally divided between the parties.

Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be equally shared.

Article 7 **SENIORITY**

7.01 Definition of Probation. Newly hired employees shall be considered as probationary employees for a period of their first six months of employment with the Company. Employees serving their probationary period shall not have seniority under this Agreement, and may be laid off or discharged at the sole

discretion of the Company. It is agreed, however, that any such probationary employee shall have access to the grievance procedure provided for herein, but the Company's third step answer to any such grievance shall be dispositive of the issue and final and binding on the parties and the matter shall not be subject to arbitration. Employees retained by the Company after the expiration of their probationary period shall be placed on the seniority list and their seniority shall be retroactive to their latest date of hire.

7.02 **Definition of Seniority.** Seniority under this Agreement shall consist of the relative status in terms of continuous service of regular full-time employees in the bargaining unit at the location covered by this Agreement and shall apply only as provided herein. "Length of service" and "length of continuous service" mean the length of continuous service and uninterrupted employment with the Company on a bargaining unit basis commencing with the latest date of hire.

7.03 **Qualifications vs. Seniority.** Because of the necessity to maintain a qualified work force at all times, in making a decision involving seniority, the Company shall have the right to consider and determine the qualifications and abilities of the employees involved. Where between two or more employees, the qualifications and abilities that the employees then have are determined by the Company to be substantially equal, then seniority shall govern.

If the employee is not selected and upon individual request, the Company will meet and discuss with the employee the necessary skill sets and qualifications that are required and any additional below standards performance issues that need to be addressed. The Company will discuss and suggest avenues which the employee can pursue in an effort for the employee to fill future job openings.

7.04 **Break In Seniority and Employment.** The employment relationship, including all rights under this Agreement, and the employee's seniority, shall be terminated and shall no longer be considered in the employ of the Company for any of, but not limited to, the following reasons:

- A. If an employee quits for any reason;
- B. If an employee is discharged for cause;

- C. If an employee is absent from work for three consecutive days without notifying the Company or furnishing a justifiable reason for failure to so notify which the Company deems satisfactory;
- D. If an employee fails to report for work within 11 workdays after receipt of notice of recall or within 11 workdays of delivery by the Company of notice of recall by certified mail to the employee's last listed address as reflected on Company records, whichever occurs sooner, unless excused by the Company;
- E. If an employee is laid off for a period exceeding 12 months or for a period equal to his seniority at the time of layoff if his seniority is less than 12 months;
- F. If an employee does not return to work on the next workday following the expiration date of her/his vacation or approved leave of absence unless the employee gives prior notice and is excused by the Company;
- G. If an employee accepts other employment or engages in another business occupation while on approved leave of absence;
- H. If an employee does not return to work within six months of a continuing sickness or disability, or upon the expiration of sickness or disability benefits to which the employee is entitled, in accordance with Article 21, whichever is later. (In special cases, this period may be extended at the Company's discretion.);
- I. If an employee's job is eliminated by discontinuance or transfer of business operations, or any portion thereof, or any other reason and the Company has no other position available which in its opinion the employee is immediately qualified to perform.

7.05 **Continuing Seniority.** Employees who are promoted or transferred to a job outside the bargaining unit will continue to accumulate seniority for one year from the date of said promotion or transfer; and shall thereafter retain their seniority which shall apply in the event of their return to a job within the bargaining unit.

- A. **An employee who goes into an exempt position will not continue to accumulate seniority time, but will retain their seniority prior to the promotion.**

7.06 **Seniority Portability.** When an employee is transferred into the bargaining unit from another CenturyLink location, bargaining unit seniority will be applied in the following fashion:

- A. **Employees entering the bargaining unit from another AFL-CIO unit that offers reciprocal seniority recognition will have their bargaining unit seniority bridged at 100% immediately.**
- B. **Non-exempt** employees entering the bargaining unit from another AFL-CIO unit that does not offer reciprocal seniority recognition or a non-bargaining unit will have their latest date of hire bridged at 50% two years from the date they entered the bargaining unit.
- C. Employees entering the bargaining unit from another CWA unit will have immediate seniority portability. This language does not apply to management and/or non-bargaining employees.
- D. **Exempt employees will be eligible for their union time two years from the date they return to the bargaining unit, time will be bridged for union seniority purposes only.**

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

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

Article 8 FORCE ADJUSTMENTS

8.01 **Temporary Layoffs.** Layoffs which are not expected to exceed two weeks in duration shall be considered temporary.

- 8.02 **Notice of Layoff.** The Company will provide the Local Union 60 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 **Rehire/Recall Procedure.** Layoffs other than temporary shall be based on the employee's qualifications, ability, and seniority as provided in Article 7.03. Recalls shall be made in inverse order of layoffs consistent with service requirements.
- 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, 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. 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.

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- 8.05 **Relocation Assistance For Force Adjustments.** An employee who is permanently transferred at the direction of the Company to a job at another reporting location which would require the employee to travel at least 35 miles (one-way) further from the employee's then current residence shall be reimbursed for the cost of packing and transporting of normal household goods if the employee relocates her/his residence within 12 months of the date of transfer. Reimbursement does not include unusual or extraordinary items such as woodworking tools, and other hobby or craft type tools and equipment. Reimbursement will be made for the cost of moving and setup of a mobile home. One-way mileage will be paid for one vehicle for the move to the new location. Mileage reimbursement will be at the rate per mile in effect at the time of the move.
- 8.06 **Relocation Disqualifiers.** It is agreed and understood that employees who bid into a new job location shall not be entitled to the benefits described in Paragraph 8.05 of this Article. It is also agreed and understood that the a fore stated benefits do not apply in those cases when an employee exercises seniority rights by displacing another employee as a result of a layoff.

Article 9
JOB OPPORTUNITIES AND LOCATION
TRANSFER REQUESTS

- 9.01 **Transfer Requests.** An employee represented by Local 3176 desiring a transfer to a different work location in the same classification may submit a written request to the Human Resources Department. **The Company will provide the Union a copy of the transfer list on a monthly basis.** Vacancies shall be determined by the Company. The employee requesting transfer must possess the requisite skills of the vacant position. Between two or more employees possessing the requisite skills, seniority shall prevail. Employees requesting such transfer may be disqualified if they have active formal disciplinary action. Requests for transfer will remain on file **until the end of each calendar year. New lists will be effective on a calendar year basis (beginning January 1, 2018) and it is the employee's responsibility to notify the Company of their interest or their name will be removed from the list.** Employees successfully transferring under the provisions of this section will not be eligible to move for a period of twelve (12) months, unless approved by management. **The Company will provide notification to the Union if this exception is granted.** Once the transfer request has been granted, the employee is obligated to fulfill the move. When all work location movements have been completed, the process will revert to the job posting procedure outlined in subsequent sections of this article.
- 9.02 **Job Postings Online.** Job postings will be available on-line on the Company's internal website and shall be posted for a minimum of seven (7) calendar days. 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.
- 9.03 **Applications.** 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 employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position.

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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 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.

9.05 **Filling Job Vacancies.** The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection, the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate as determined by the Company. Seniority will govern in the event multiple internal candidates are determined to be most qualified by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

9.06 **New Job Classifications.** 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. 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 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 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. Although the Company may create a new job title or job classification, or modify the nature and scope of existing job classifications, 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 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 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.

9.07 Going To The New Job. Employees who are awarded bids will be moved to the position as soon as practical but not to exceed three months. When an employee is moved into the job, the employee shall be considered on probation on that job for six months. If it is determined by the Company within that time the

employee cannot satisfactorily perform the requirements of the new job, the employee will return to her/his old position or an alternative position (provided the employee is viewed by the Company to be qualified for the alternative position) at the appropriate rate of pay, provided vacancies exist in either the previously held position or alternative positions as described above. If no such vacancies exist, the Company may terminate the employee's employment. Employees terminated under this article shall be entitled to termination pay in accordance with the table in Article 23.

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 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. Wage increases will be effective the first day of the pay period closest to the effective date of the increase.

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, 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 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 shall be paid at the appropriate base rate of the higher rated position.
- 9.11 **Transfers Outside Of Bargaining Unit.** Any employee who has been promoted or transferred from the bargaining unit, and who is determined to be unable to perform the job duties in a satisfactory manner due to illness or other reasons may, at the sole discretion of the Company, be returned to a bargaining unit job without such job being subject to a job posting procedure.
- 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 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 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, as soon as the Company becomes knowledgeable of said need, of the name of the individual transferred, the work location, the expected duration, and provide him/her with information substantiating the Company's service requirements.

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

Article 10

HOURS OF WORK AND BASIS OF COMPENSATION

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:

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- 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 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:

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- **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 hours worked on Sunday.**

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, and any other paid time off not listed above.**
- **Any non-paid time off, including non-paid union time.**
- **Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold).**
- **Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.**

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, 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.
- 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.

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.**

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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.

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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.

10.06 **Breaks.** All employees will be allowed a 15 minute relief period in each session worked, as near the midpoint of the session as feasible or practicable. Employees cannot forego their relief period in order to shorten their workday.

Overtime will not be paid if a relief period is not taken. When continuation of work occurs and it is determined the employee will be required to work greater than three additional hours beyond the normal scheduled workday, the employee will be eligible for an additional paid 15 minute relief period.

10.07 **Rest Period.** Employees working 14 or more hours during the 24 hour period immediately preceding the start of their next scheduled tour of duty will be entitled to an eight hour rest period before reporting to their next scheduled tour of duty. Employees who choose not to report to work until their eight hour rest period has expired shall be paid no more than three hours base rate for those rest period hours which extend into the employees' next scheduled tour. All rest hours paid or nonpaid which extend into the next scheduled tour shall count towards the daily and/or weekly overtime build. Should an employee be required to report back to work, and before eight hours rest period has elapsed, the employee shall be paid 1-1/2 times the regular rate of pay for all hours worked until eight hours from the time the rest period began.

10.08 **Right To Require Overtime.** The Company reserves the absolute right to require employees to work overtime when, in the opinion of the Company, such overtime is necessary.

10.09 **Opportunity For Overtime.** Opportunity for overtime work shall be equalized insofar as practical within each work group over a reasonable period of time and where practical will be assigned to those employees who desire it.

10.10 **Overtime Process.** Overtime will be administered as follows:

- A. Work group overtime rosters will be posted bi-weekly 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 indicate in advance their desire to not be considered for overtime or call-out opportunities. The notification must be submitted in writing to the employee's supervisor and will remain in effect until canceled in writing. The initial notification and subsequent cancellation must be received at least one week prior to the posting of the overtime roster. Employee's who indicate their desire not to be considered for overtime/call-out opportunities will be bypassed 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.

10.11 **No Guarantee Of Hours.** Nothing contained in this Article nor any other provision of this Agreement shall be construed to constitute a guarantee of any number of hours.

10.12 **Work Schedules.** Weekly work schedules will be posted on or before Thursday of each week for the succeeding week. When deemed appropriate by the Company, schedules shall be posted to cover periods of more than one week but not normally to exceed eight weeks, service conditions permitting. In such cases whereby a greater than eight week schedule is required, the Company will notify the Local Union President. Such schedules shall show the starting and ending time of each tour and the days of work and days off.

10.13 **Right To Change Schedules.** Nothing contained in this Article shall restrict the Company from changing the hours of specific tours or from changing scheduled work days and scheduled days off in order to meet service requirements.

- A. Any Company required changes to an associate's work schedule which occur with less than 24 hours notification prior to the start of the regularly scheduled shift shall result in an additional payment of ½ times the regular base rate for those hours of the new shift worked outside of the original scheduled shift. Those hours worked which fall within the original scheduled shift shall be paid in conformance with normal existing pay rules. The additional payment of ½ times the regular base rate shall not be paid in addition to premium or overtime paid for such time.
- B. Further, if the change to the schedule is the result of an associate's request, no additional payment shall be warranted. Any request for changes to an associate's schedule which provide 24 hours or greater notification to the associate shall not result in any additional payment.

10.14 **Selection of Work Schedules.**

- A. In those work groups where more than one tour is required to meet service requirements, the Company will assign work schedules in accordance with the preference of full-time

employees in the order of their seniority, provided the employee is qualified and capable, as determined by the Company, of performing the duties of a particular assignment.

- B. New employees entering the workforce and employees returning to work after a period of absence who were not available to select their work schedule, shall be assigned a schedule by the Company until the next regular selection period after the schedule has been assigned in accordance with 10.12 by employees present.

Article 11 CONTRACTING WORK

- 11.01 The use of contract labor shall not result in the lay-off or part-timing of any regular employee normally performing the same work as that which is contracted out.
- 11.02 The Company will not use contract labor at overtime rates if the Company's regular workforce can be more profitably used for the same work.
- 11.03 The Company and Union shall meet annually, at mutually agreeable time, to discuss the productive use of our workforce.

Article 12 PHYSICAL EXAMINATIONS

- 12.01 **Applicants.** Applicants for employment may be required to submit to a physical examination by a local physician selected by the Company.

Article 13 PAID AND NON-PAID ABSENCES

- 13.01 **Administrative/Personal Leave.**
An Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company's Leaves of Absence Policy.

Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling **twelve (12)** month period. Any extension beyond thirty (30) calendar days requires additional approvals from the

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Company. An employee must have a minimum of 6 months service to be eligible for an Administrative/Personal Leave. All available Vacation/**Personal** Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal leave.

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- 13.02 **Family and Medical Leave.** The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company's Leaves of Absence Policy.
- 13.03 **Disability Leave.** All employees who are not eligible for federal or state Family and Medical Leave, or have exhausted the maximum time available, are eligible for disability leave for recovery from bona fide disabling illnesses or injuries. This includes all on- and off-the-job illnesses and injuries. Except as otherwise allowed by law, disability leaves will be administered in accordance with the Company's Leaves of Absence Policy. Employees on disability leave may qualify for benefits under several Company plans (PTO/Vacation, Workers' Compensation, Short-Term Disability, Long-Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.
- 13.04 **General Rules Governing Leaves.** The following rules shall apply to all leaves:
1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.
 2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.
 3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall

include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.

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

13.05 Jury or Witness Leave. Any full-time employees who are subpoenaed as witnesses, provided they are not a party to the proceedings, for all duly constituted Municipal, State and Federal courts or who are lawfully summoned to serve on jury duty shall be paid by the Company their base rate of pay, for all time necessarily consumed in performing such service, providing they immediately notify their supervisor upon being served with the summons or subpoena. To be eligible for this benefit, employees who are dismissed or released from their subpoena or summons on any day more than one hour prior to the end of their scheduled tour shall report to work for the remainder of their tour. Employees who are working evening or night tours shall be rescheduled to an 8:00 am to 5:00 pm tour during the week of jury or witness duty.

13.06 Funeral Leave. In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative. The length of time off shall not exceed:

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

Employees shall receive pay at their base rate of pay for the hours they were scheduled to work. Such payment shall be for a maximum of 40 hours. Additional time off without pay may be granted at the discretion of the Company.

13.07 **Military Leave.** Employees who are members of the National Guard or other Armed Forces reserve units will, upon prior request, be excused for the annual training period not to exceed two weeks. Employees granted leaves under this provision will receive the difference between their Company pay (base rate excluding shift differential) and their military pay where their Company pay is greater.

13.08 **Voting Time.** Time off will be allowed for employees to vote, **such as during lunch or by use of vacation/personal holidays,** provided the employees have received prior approval of their supervisor and working conditions permit.

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13.09 **Union Leaves.** Service conditions permitting and upon written notice by the President of the Local Union or the CWA Representative of not less than three calendar days prior to posting the work schedule of the employee involved, the Company will grant to an employee time off without pay to attend Union schools, conventions, meetings or other Union Business. No more than eight employees will be excused at any one time but not more than two employees will be excused from a work group, service conditions permitting. Such time off shall not be for more than 10 consecutive days at any one time and no more than 15 days in any one calendar year; except, the President of the Local will be granted 60 days in any one calendar year. The Company Unit Vice President, Executive Vice-President, Secretary and Treasurer of the Local will be granted no more than 45 days in any one calendar year. No more than 28 employees will be granted time off under this paragraph in any one calendar year. The CWA Representative will provide to the Human Resources Department the name, classification and location of duly authorized Union stewards and provide quarterly updates of changes to this listing.

13.10 **Additional Time Off.** Additional time off with or without pay may be granted at the Company's discretion, but any such decision by the Company to grant or deny any such time off shall not be subject to grievance or arbitration nor considered as precedent for any subsequent decision.

Article 14
EXPENSES, ALLOWANCES, AND REIMBURSEMENTS

14.01 **Temporary Assignments.** An employee who is attending school or training within the state of Florida, or who is temporarily assigned work in the operating area of the Company, will have expenses covered as follows:

A. Daily Travel (No Overnight Stay).

1. Employees may elect, with prior supervisory approval, to go directly to their assigned locations from their residences without the necessity to report to their normal work locations, use their personal vehicles and receive payment at the appropriate mileage rate for miles driven in excess of those normally required when reporting to work.
2. Employees may report to their normal work locations and then drive to their temporary assignments. Based upon availability of vehicles, the Company may assign a Company vehicle for transportation. When a Company vehicle is not available, the employee's supervisor shall compensate the employee at the appropriate rate for mileage accumulated driving her/his personal vehicle. When employees choose to travel together in a personal vehicle, only one employee will be compensated for mileage.
3. Travel time at the beginning and completion of a temporary or training assignment in excess of the normal drive time between the residence and the assigned work center will be paid at the appropriate rate.

B. Overnight

1. Based upon the distance and travel time involved, the Company will determine the necessity of employees to stay overnight at their assigned locations. Should overnight accommodations be made available to employees and they choose to return to their residences, all such travel time and expense is uncompensated.

Personal non-Company provided transportation must be used for this travel. Employees will be eligible for payment of the expense allowance.

2. When distance and travel time warrant that employees should be provided overnight accommodations, as determined by supervision, the Company will reimburse the employees for the cost of same, upon presentation of paid receipts in accordance with the Company's business expense policy. It is understood that the Company may, at its discretion, designate reasonable accommodations for any such lodging.
3. Travel time at the beginning and completion of a temporary or training assignment in excess of the normal drive time between the residence and the assigned work center will be paid at the appropriate rate.
4. Employees who are permitted to travel by personal vehicle will be compensated for only those normal scheduled work hours which would have been required for air travel as determined by the Company.
5. Based upon the availability of vehicles, the Company may assign Company vehicles for transportation or compensate employees at the appropriate rate for mileage accumulated driving their personal vehicles. When employees choose to travel together in a personal vehicle, only one employee will be compensated for mileage. Mileage will be computed from the employee's normal work location to the training location.
6. Whenever employees attend schools, training or special assignments that require overnight accommodations which extend beyond four consecutive weeks, the Company will pay for the cost of transportation for the employees to their homes and return, not to exceed airfare coach rate and excluding meals and lodging to said schools, training or special assignments once for each five week segment of the school, training or special assignment.

7. Employees will be reimbursed for reasonable and verifiable expenses in accordance with the Company's business expense policy.

14.02 **Personal Transportation.** Employees who are permitted to furnish their own transportation while on Company business, will be reimbursed at the appropriate mileage rate. In those instances, when, at the discretion of the Company, employees are permitted to provide their own transportation in lieu of air travel, reimbursement shall be at the appropriate mileage rate. The Company further agrees that if the mileage rate is changed for any employee group with the Company during the term of this Agreement, such change will be extended to all employees covered by this Agreement.

Article 15 CONCESSION

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a discount on service or services offered by the Company on the same basis as non-represented employees. Retirees shall be eligible for a discount on service or services offered by the Company on the same basis as non-represented employees.

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 service that is provided to non-bargaining employees at the same location.

Article 16 VACATIONS

16.01 **Vacation Accrual.** Employees who are on the payroll on December 26 will be vested for vacation eligibility for the next calendar year. **Employees that terminate employment during the calendar year will be treated as follows:**

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- A. Employees who terminate prior to December 26 for reasons other than retirement during the calendar year will be given vacation earned during the preceding year **in accordance with Article 16.09**, but will not be given credit for vacation during the year in which they terminate.

- B. **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.

- C. 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 10 will receive pay for 1/3 of their vacation allotment.**

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16.02 Amount of Vacation – Full-Time Employees. Effective January 1 of each calendar year all regular full-time employees will be eligible to participate in the company's vacation program, as follows:

- A. Full-time employees hired during the previous calendar year will receive one day (eight hours) of paid vacation for each full month of service up to a maximum of two weeks vacation with pay for 80 hours at their base rate of pay.
- B. Employees having less than five years of credited service will receive two weeks vacation with pay for 80 hours at their base rate of pay.
- C. Commencing in the calendar year in which employees complete five years of credited service they will receive three weeks vacation with pay for 120 hours at their base rate of pay.
- D. Commencing in the calendar year in which employees complete 15 years of credited service they will receive four weeks vacation with pay for 160 hours at their base rate of pay.
- E. Commencing in the calendar year in which employees complete 25 years of credited service they will receive five weeks vacation with pay for 200 hours at their base rate of pay.

Effective 1/1/18, vacations shall be granted to regular full-time employees at their basic rate of pay in accordance with the following schedule:

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Length of Service	Eligible Hours
0 but < 1 year	0*
1 year < 5 years	80 hours
5 years < 10 years	120 hours
10 years < 15 years	140 hours
15 years < 20 years	160 hours
20 years < 25 years	180 hours
25 years and over	200 hours

***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, 10, 15, 20 and 25 years the employee earns vacation at the higher rate for the entire year.

- 16.03 **Amount of Vacation - Part-Time Employees.** Regular part-time employees who are scheduled to work a minimum of 20 hours per week will receive vacation with pay at 1/2 the allowance outlined in Paragraph 16.02 above.
- 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 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.

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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.

16.05 Vacation Carryover. 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. 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.

16.06 Vacation Selection.

- A. So far as service requirements permit, vacations may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements.
- B. No later than September 1st of the preceding year, the Company will begin contacting employees, in order of seniority, by work group, to permit them to select their vacation for the succeeding year. Employees who do not make selection at the time they are contacted must wait until all other employees have been contacted. Employees must select their vacation in full week periods except employees who are entitled to less than one full week of vacation must select their vacation in consecutive days. Employees may elect to select their vacation in several segments.* They shall be entitled to exercise preference by seniority for only

one segment until all other employees have been given an opportunity to make a selection. Additional segments are selected in the same rotational manner. Employees failing to make a selection by December 1st will be assigned vacation by the Company.

*A segment of vacation for selection purposes is a continuous period of vacation with no work time between the beginning and end of such vacation period.

- C. Employees who will not be readily available between September 1st and December 1st may express their preference in writing for choices in advance of being contacted and, if available, their choices will be assigned as chosen in accordance with seniority insofar as service requirements permit.

16.07 **Vacation Selection Usage.** After selection of vacation as outlined above, employees may, throughout the vacation year, request to take vacation on an hour-at-a-time basis by making such requests to their immediate supervisor. If such requests are granted, the time taken on an hour-at-a-time basis will be deducted from previously selected days. Periods of less than one hour will not be granted. Service conditions permitting, such requests should be granted; however, if a request is denied, it may be subject to the grievance procedure but not the arbitration procedure.

16.08 **Right To Reschedule.** The Company shall have the right to reschedule **or cancel** vacations in the event of unforeseen service conditions or because of absences within a work group. In accordance with the above and under normal circumstances, a vacation segment of one week's vacation shall be viewed as running concurrent with a "calendar week" as defined in Article 2, Definitions, Section 2.02. **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.**

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16.09 **When Leaving The Company.** Employees who quit, are terminated or retire, **except when an employee is terminated for just cause or resigns during an investigation into their misconduct,** shall be entitled to vacation pay in accordance with the eligibility requirements set forth in Paragraphs 16.01 and

16.02 of this Article. Should any vacation pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expenses incurred due to loss of, destruction of, damage to Company property or equipment.

16.10 **Vacation Payout Upon Death.** In the event of the death of an employee who has qualified for a vacation under the terms of this Agreement, the amount of vacation pay will be paid to the employee's spouse or paid into the employee's estate.

16.11 **Internal Vacation Selection Portability.** The Company shall honor, in accordance with Section 16.08, all internal employee's current scheduled vacation picks upon entry of the new work location. This action will not affect the receiving work group selections.

**Article 17
HOLIDAYS**

17.01 Effective, January 1, 2006, the following holidays shall be recognized under this Agreement:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- A. Employees with greater than one year of service shall be eligible for up to eight personal holidays per calendar year. Requests for personal holidays must be in writing and submitted to the supervisor between November 30th and December 31st of the preceding year. Personal holidays will then be scheduled as far as service requirements permit by seniority.
- B. New hires in the first year will be eligible for personal holidays based on their date of hire as follows:

Month Hired	# of Personal Holidays Earned	Month Hired	# of Personal Holidays Earned
January	5	July	3
February	5	August	3
March	4	September	2
April	4	October	2
May	4	November	1
June	3	December	0

- C. Selection of personal holidays shall take place based on seniority after vacations have been selected. Service conditions permitting, employees will be allowed to select their personal holidays in blocks.
- D. Employees forced to work on their selected personal holidays shall have the choice of receiving premium pay for the number of hours worked up to eight hours, or rescheduling the holiday.
- E. Employees may not carry over personal holidays from one year to another. Employees who leave the Company for any reason prior to taking their personal holiday will forfeit their unused holidays.

17.02 All regular, full-time employees who work their full scheduled day before or their full scheduled day after the above named holidays shall be eligible for the holidays with pay, which shall be a sum equal to eight hours pay at their base rate of pay. All regular, part-time employees who work their regular schedule days in the week in which the holiday falls will receive pro rata holiday pay which shall be the ratio of the regular scheduled hours they work per week to 40 hours at their base rate of pay.

17.03 When a recognized holiday falls on Saturday or Sunday, the Company shall have the option to schedule observance of the holiday on the Friday preceding or the Monday following the holiday.

17.04 When a recognized holiday falls within an employee's vacation period, the employee will receive an additional day of paid vacation which may be taken at a time mutually agreed upon by the employee and the Company.

17.05 It is understood that the Company may require any employee or employees to work on a recognized holiday when, in the judgment of the Company, such work is necessary. Employees required to work on a recognized holiday, who are otherwise eligible for the holiday with pay, shall receive their holiday pay in addition to 1-1/2 times their base rate of pay for time actually worked on the holiday.

17.06 Employees who are requested to work on a recognized holiday and fail to work all hours scheduled shall forfeit their right to holiday pay, unless they are excused.

17.07 Any employee on a formal leave of absence on the holiday shall not be eligible for that particular holiday pay.

Article 18

HEALTH AND WELFARE PLANS

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

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

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

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 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** (the “Retirement Pension Plan”), pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective April 1, **2017** 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.

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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. 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 (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 another union that allows benefit accruals under the Retirement Pension Plan, service earned with CWA 3176 prior to the subsequent transfer will not be used to determine the Retirement Allowance in the Retirement 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 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.

See Appendix A (Pension Tables)

Article 20 SAVINGS PLAN AGREEMENT

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.**

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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 in 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.

Article 21
SHORT-TERM DISABILITY

21.01 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”).

21.02 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.

21.03 Vacation/Personal holidays 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/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.

21.04 If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, resolution of a Workers’ Compensation claim, plant/office closure, etc., while the employee is receiving STD benefits, the employee may continue to receive benefits until either the benefits are exhausted or the employee’s physician, Company designated physician, or independent medical examination (IME) physician determines the employee can return to work. If employment is involuntarily terminated for cause, STD benefits may be terminated immediately.

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21.05 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.

21.06 **STD** benefits under the Plan may be paid up to a maximum of 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 wage does not include incentive compensation, overtime, shift differential or other special payments or calculations.

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A. **For employees hired, re-hired or transferred into this bargaining unit before 1/1/19**, the STD benefit under the Plan is either 60% or 100% of **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.

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B. A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee works days specified under 21.10 after any STD benefit usage.

If your service is:	Benefit are 100% of Base Salary for:	Benefits are 60% of Base Salary for:
Less than one year	0 weeks	0 weeks
1 year but < 2 years	2 weeks	24 weeks

2 years but < 3 years	4 weeks	22 weeks
3 years but < 4 years	6 weeks	20 weeks
4 years but < 5 years	8 weeks	18 weeks
5 years but < 6 years	10 weeks	16 weeks
6 years but < 7 years	12 weeks	14 weeks
7 years but < 8 years	14 weeks	12 weeks
8 years but < 9 years	16 weeks	10 weeks
9 years but < 10 years	18 weeks	8 weeks
10 years but < 11 years	20 weeks	6 weeks
11 years but < 12 years	22 weeks	4 weeks
12 years but < 13 years	24 weeks	2 weeks
13 years or >	26 weeks	0 weeks

C. 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.

D. For employees hired, re-hired or transferred into this bargaining unit on or after 1/1/19, 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.

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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

21.07 If you return to work for less than 182 calendar days, 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, 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.

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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) 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) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

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The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.

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

WCSP 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 22
EMPLOYEE INCOME PROTECTION PLAN FOR
BARGAINING UNIT EMPLOYEES

22.01 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 employees the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Employee Income Protection benefits as described below subject to the following conditions:

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1. The Company in its sole discretion may offer EIPP 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.
2. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.
3. Employees who elect to receive benefits under the provisions of this Section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.

4. If an employee voluntarily accepts EIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on the scheduled last day worked for EIPP designation regardless of the anticipated release date by the physician.

22.02 Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with this Section begin within one month after such employee has left the service of the Company.

1. For employees who so elect in accordance with this Section, the amount of Employee Income Protection benefits payable shall be \$26,400. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.

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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.

2. As used in this agreement, “annual compensation at the basic weekly rate (or its equivalent)” or “basic weekly wage rate (or its equivalent)” do not include tour or temporary differentials, overtime pay, or other extra payments.
3. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.
4. In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual’s estate.

Article 23
TERMINATION ALLOWANCE

23.01 Employees whose services are terminated under any of the conditions outlined below shall be eligible for a termination allowance:

A. The employee's job is eliminated as a result of Company changes and other employment with the Company is not offered to him/her.

B. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or **in**adaptability to perform properly the duties of the job as distinguished from misconduct.

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23.02 Termination allowances due under the above shall be at the base pay rate of the employee at the time of the service termination. Employees will receive severance pay at the time of the service termination not to exceed twenty-six (26) weeks at the rate of one (1) week of pay for each completed year of service. Payment will be made in a lump sum to the employee.

23.03 Employees who have once received their full severance pay allotment, and have later been re-employed or recalled (and not been required to return any severance monies due to pro-ration based on the timing of their re-employment) must complete one (1) full year of employment before being eligible for severance pay for a subsequent layoff. The amount of such severance pay shall be based on the period of employment between the date of the employee's most recent re-employment or recall and the subsequent layoff.

23.04 At the Company's discretion, severance pay may be paid to employees leaving the employment of the Company for other reasons, but no such severance pay will be paid to an employee dismissed for misconduct or who voluntarily quits.

23.05 Employees who receive severance pay in a lump sum and are subsequently re-employed by the company may be required to reimburse a portion of the severance payment on a pro-rated basis based on the length of their layoff period.

Article 24
WAGES

24.01 **Full-time Employees:** The rates of pay and progression schedules for full-time employees shall be those shown in Appendix B, attached hereto and made a part hereof.

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24.02 **Part-time Employees:**

A. The rates of pay and amounts of increase shall be the same as that shown in Appendix B for full-time employees.

B. A part-time employee shall receive progression increases upon completion of 1040 hours of work but such increases shall not be given in less than six month intervals.

24.03 Attached hereto, as Appendix B is the schedule of job classifications 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.

24.04 At its discretion, the Company may grant wage service credit to new hires or rehired employees for previous experience and for special skills or training which the Company deems to be advantageous.

24.05 **Night Differential.** A **night** differential of **\$1.50** 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.**

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24.06 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**. R
- 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.

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. 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. If assigned a vehicle, the home garaging policy will apply regarding vehicle use and pay. N

- 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**

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standby slot or find a qualified swap within the work group prior to taking the vacation.

Article 25

MISCELLANEOUS CONDITIONS OF WORK

25.01 Bulletin Boards.

- A. The Union will be permitted the use of space on certain Company bulletin boards as designated by the Company. Use of such bulletin boards by the Union shall be restricted to announcements of union meetings, social functions, nomination and selection of officers and such other material that is not political, religious, and racial or is considered by the Company to be otherwise controversial or derogatory of the Company or its personnel.
- B. All material permitted to be posted on such bulletin boards shall be posted by the Union President designee in each designated location. It is agreed and understood that all material proposed to be posted by the Union shall be subject to the approval of the Company and the Company shall have the right to ask to remove any material it considers controversial, political, inflammatory or derogatory in nature.
- C. It is further understood that if insufficient space is available on a Company bulletin board, a separate bulletin board to be used by the Union, not to exceed 3 ft. x 5 ft., will be provided by the Union and will be hung by Company operations personnel.

25.02 Inclement Weather. Employees are expected to take all reasonable actions to report to work as scheduled during 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 business disruption are, in the opinion of the supervisor, unable to safely perform their regular work, they may be assigned such other work as may be available.

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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.

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

25.03 **Tools.** The Company agrees to furnish all required tools to be used in the employee's work.

25.04 **Replacing Tools.** The Company will replace all required tools which become unserviceable provided the unserviceable tools are turned in. It is understood that any tools lost or stolen due to the negligence; or damaged due to abuse of any employee, will be replaced by the employee and not the Company. Any tool or equipment purchased as a capital expense shall be replaced at the depreciated value of the tool or equipment at the time of loss. Reimbursement may be by payroll deduction at the employee's option. In no case shall bi-weekly payments exceed 10% of employee's base pay except by voluntary waiver.

25.05 **Personnel Records.** If a corrective action is entered in an employee's personnel file, the employee will receive a copy of said corrective action. Said entry will be made within a reasonable time. The employee receiving a corrective action will sign it which will not necessarily constitute agreement with its terms. If the employee does not receive any further corrective actions, it shall be removed from the employee's departmental file in accordance with the departmental corrective action procedures, as determined by the Company. In no circumstance will the deactivation periods developed by various departments exceed 12 months.

Coaching: If a coaching is entered in an employee's personnel file, said entry will be made within a reasonable time and the employee receiving the coaching will initial the entry which will not necessarily constitute agreement with its terms. Coaching does not constitute corrective action and as such all coaching will not be subject to the grievance nor arbitration procedure.

25.06 **Performance Appraisals.** Employees will be shown their own evaluation reports which they will sign. Their signature will not necessarily constitute agreement with its terms.

25.07 **Employee Health and Safety.** The Company shall institute and maintain all reasonable and necessary precautions, as well as abiding by local, state and federal laws, for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices.

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.

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- 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.

Effective 1/1/2020 – 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.

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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 the employees leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal, or when safety footwear is no longer required.

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

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

Effective April 1, 2014, 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.

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

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.

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.

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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.

25.11 **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 3 of the Agreement.**

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25.12 **Pay Delivery.** All employees shall be paid every two (2) weeks. Unless prevented by circumstances beyond the Company's control, paychecks shall be available to the employee at or before the end of his/her regular shift of the Friday following the end of the two (2) week pay period through direct deposit. Employees who do not desire to have their paychecks direct deposited will receive their paychecks via the US Mail with no guarantee as to the day of arrival. However, the Company shall make every reasonable attempt to ensure delivery by no later than the recognized Friday payday. Failure of an employee to forward his/her daily work reports in a timely manner shall disqualify said employee from the rights under this Section. Unless prevented by circumstances beyond the Company's control, electronic paystubs will be available on each payday.

It shall be the duty and responsibility of each employee to maintain his/her current mailing address with the Company at all times. This requirement will facilitate and expedite the delivery of checks to employees when they are required to be mailed to the employee's home address.

25.13 **Orientation.** The Company shall notify the Union of the start date of employees entering the bargaining unit. The Union and Company will schedule a date and time for the orientation of the employees. The designated Union representative, who shall suffer no loss of wages, shall have the opportunity to address the employees for a time up to sixty (60) minutes.

25.14 **Discipline.** At any investigatory meeting between a representative of the Company and an employee in which discipline (including warnings which are going to be recorded in the personnel file, suspension, demotion or dismissal for just cause) may be taken, a local union representative shall be present if the employee so requests.

Article 26
TECHNOLOGICAL CHANGE

- 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. When this occurs, a sufficient number of employees, as determined by the Company, in that location and classification will be given, based upon qualifications and seniority, the practicable opportunity to acquire the additional knowledge and skill.
- 26.02 When new job(s) are created in the bargaining unit by technological change, **Section 9.06 will apply.**

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Article 27
UNION DUES DEDUCTION

- 27.01 The Company agrees to honor assignments of wages for purposes of periodic dues and initiation fees given by any of its employees covered by this Agreement, and filed by the Union with the Company.
- 27.02 Any authorization for payroll deduction under this Article may be revoked by the employee or by any authorized representative of the Union by written notice to the Company between December 15 and December 31 of that year. The Company shall furnish the Union with a list of employees who exercise this option on or before March 1st of the following year. Revocation of this authorization shall be automatic effective the next succeeding payroll period after an employee covered herein is promoted, transferred, or otherwise separated from the bargaining unit.
- 27.03 Payroll deductions under this Article shall be made twice a month; provided, however, no wage deductions shall be made as to any employee whose authorization is not filed with the Human Resources Department or such other Department as may be designated from time to time by the Company sufficiently in advance to be taken into account in preparing the current payroll.
- 27.04 In the event an individual employee's earnings, after all deductions in any calendar month, are not sufficient to cover payroll deduction herein authorized, such payroll deduction shall be suspended for that month and automatically resumed when said employee's earnings of any subsequent calendar month are

sufficient to cover said deduction. Dues deductions shall be suspended during periods of leave of absence or layoff. When the employee is returned to the payroll, deduction of Union dues shall be resumed automatically.

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

27.06 The Company also agrees to furnish the Union each month a duplicate list showing the total dues deducted, the names of employees for whom dues were deducted, the names of employees whose deductions were omitted because of leave of absence or insufficient pay.

27.07 The Union guarantees the genuineness of all signatures on all payroll deduction authorizations furnished to the Company hereunder.

27.08 The Union agrees to indemnify, defend and save harmless the Company from any and all loss or inability by reason of any amounts deducted and remitted to the Union under the provisions of this Article.

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.

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

Article 28

SEPARATION AND SAVINGS CLAUSE

28.01 In the event any of the Articles of this Agreement or any portions thereof shall be declared unlawful under any existing or future state or federal law, that Article, or portion thereof,

declared illegal shall be considered null and void, but the remainder of this Agreement shall remain in full force and effect.

Article 29

VOLUNTARY BENEFITS PROGRAM

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

It is understood that employees will be responsible for the entire cost for each component of the Voluntary 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.

Article 30

INCENTIVE/RECOGNITION PROGRAM

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is agreed and understood that all employees may be required to make referrals of company products and services and perform informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program. The Company agrees that it will not discipline employees for failure to complete sales of its products and services, but may issue discipline for failure to make referrals or perform other job functions in accordance with contract provisions 3.01 and 3.03.

Article 31 AMENDMENTS TO AGREEMENT

31.01 It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate for collective bargaining, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement, and that this Agreement incorporates the full and complete understanding between the parties, superseding and invalidating any previous commitments of any kind, oral or written. The specific provisions of this Agreement are the sole source of any rights of the Union of any member of the bargaining unit.

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto. Such amendments shall be reduced to writing, state the effective date of the Agreement, and be executed in the same manner as is this Agreement.

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Article 32 THE AGREEMENT

32.01 **Effective Date Of Agreement.** This Agreement shall remain in full force and effect until 11:59 p.m., March 31, **2020**, and from year to year thereafter unless modified or terminated in accordance with the following provisions or by applicable law.

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32.02 **Change or Termination Of This Agreement.** Should either party wish to change, modify, or amend any provisions of this Agreement or to terminate this Agreement as of March 31, **2020**, or any subsequent anniversary date, written notice of desire to change, modify, amend or terminate this Agreement shall be given to the other party by certified mail not more than 90 days nor less than 60 days prior to March 31, **2020**, or any subsequent anniversary date.

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

Bill Eberhardt
CWA Representative

Michael G. Lynch
Director
Labor Relations

Mike Maldonado
President
CWA 3176

Company Bargaining
Committee:

Joseph Basile
Carol Franklin
Kim Presanzano
Patty Schiefer
India Sylvester

Union Bargaining
Committee:

Mike Maldonado, President
Paul Gallant, Executive VP
Greg Douglas, Unit VP
Wesley B. Kirby, Secretary
Ken Gritt
Don Brinning

**APPENDIX A
(Pension Tables)**

AGES												
Job Classification	Wage Sched	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>April 1, 2017 TO March 31, 2020</u>												
Schedule 3	F13	51.10	48.50	46.00	43.40	40.90	38.30	35.80	33.20	30.70	28.10	25.60
Schedule 4	F14	59.50	56.50	53.60	50.60	47.60	44.60	41.70	38.70	35.70	32.70	29.80
Schedule 4A	F04	60.40	57.40	54.40	51.30	48.30	45.30	42.30	39.30	36.20	33.20	30.20
Schedule 5	F15	61.60	58.50	55.40	52.40	49.30	46.20	43.10	40.00	37.00	33.90	30.80
Schedule 5A	F05	62.00	58.90	55.80	52.70	49.60	46.50	43.40	40.30	37.20	34.10	31.00
Schedule 7	F20	84.10	79.90	75.70	71.50	67.30	63.10	58.90	54.70	50.50	46.30	42.10

**CENTURYLINK
WAGE SCHEDULE - CWA 3176
EFFECTIVE: April 1, 2017***

STEP	WAGE SCHEDULE					
	F04	F05	F13	F14	F15	F20
Start	\$11.54	\$11.86	\$9.82	\$11.38	\$11.79	\$25.47
6 Months	\$12.74	\$13.12	\$10.84	\$12.58	\$13.01	\$26.73
12 Months	\$14.09	\$14.48	\$11.96	\$13.91	\$14.38	\$28.09
18 Months	\$15.60	\$16.00	\$13.22	\$15.34	\$15.89	\$29.46
24 Months	\$17.22	\$17.69	\$14.61	\$16.95	\$17.57	\$30.93
30 Months	\$19.03	\$19.55	\$16.12	\$18.73	\$19.38	\$32.48
36 Months	\$21.03	\$21.60	\$17.79	\$20.71	\$21.41	\$34.11
42 Months	\$23.27	\$23.85	\$19.66	\$22.89	\$23.68	\$35.82
48 Months	\$25.69	\$26.34	\$21.71	\$25.27	\$26.17	\$37.61
54 Months	\$28.36	\$29.13	\$23.97	\$27.91	\$28.93	\$39.50
Group F04	Customer Svc Tech I					
Group F05	Business Svc Tech, Cable Tech, Construction Tech, Carrier Radio Technician, Network Tech, Customer Svc Tech II, Equipment Installer					
Group F13	Central Office Attendant, Building Operations Repair Person, Warehouse Attendant					
Group F14	Building Operations Mechanic, Public Access Technician					
Group F15	Building Operations Technician					
Group F20	IP Business Technician					

**Due to delayed ratification, rates are effective 7/30/2017.*

CENTURYLINK
WAGE SCHEDULE - CWA 3176
EFFECTIVE: April 1, 2018*

Appendix B

STEP	WAGE SCHEDULE					
	F04	F05	F13	F14	F15	F20
Start	\$11.83	\$12.16	\$10.07	\$11.66	\$12.08	\$26.11
6 Months	\$13.06	\$13.45	\$11.11	\$12.89	\$13.34	\$27.40
12 Months	\$14.44	\$14.84	\$12.26	\$14.26	\$14.74	\$28.79
18 Months	\$15.99	\$16.40	\$13.55	\$15.72	\$16.29	\$30.20
24 Months	\$17.65	\$18.13	\$14.98	\$17.37	\$18.01	\$31.70
30 Months	\$19.51	\$20.04	\$16.52	\$19.20	\$19.86	\$33.29
36 Months	\$21.56	\$22.14	\$18.23	\$21.23	\$21.95	\$34.96
42 Months	\$23.85	\$24.45	\$20.15	\$23.46	\$24.27	\$36.72
48 Months	\$26.33	\$27.00	\$22.25	\$25.90	\$26.82	\$38.55
54 Months	\$29.07	\$29.86	\$24.57	\$28.61	\$29.65	\$40.49
Group F04	Customer Svc Tech I					
Group F05	Business Svc Tech, Cable Tech, Construction Tech, Carrier Radio Technician, Network Tech, Customer Svc Tech II, Equipment Installer					
Group F13	Central Office Attendant, Building Operations Repair Person, Warehouse Attendant					
Group F14	Building Operations Mechanic, Public Access Technician					
Group F15	Building Operations Technician					
Group F20	IP Business Technician					

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

CENTURYLINK
WAGE SCHEDULE - CWA 3176
EFFECTIVE: April 1, 2019*

Appendix B

STEP	WAGE SCHEDULE					
	F04	F05	F13	F14	F15	F20
Start	\$12.18	\$12.52	\$10.37	\$12.01	\$12.44	\$26.89
6 Months	\$13.45	\$13.85	\$11.44	\$13.28	\$13.74	\$28.22
12 Months	\$14.87	\$15.29	\$12.63	\$14.69	\$15.18	\$29.65
18 Months	\$16.47	\$16.89	\$13.96	\$16.19	\$16.78	\$31.11
24 Months	\$18.18	\$18.67	\$15.43	\$17.89	\$18.55	\$32.65
30 Months	\$20.10	\$20.64	\$17.02	\$19.78	\$20.46	\$34.29
36 Months	\$22.21	\$22.80	\$18.78	\$21.87	\$22.61	\$36.01
42 Months	\$24.57	\$25.18	\$20.75	\$24.16	\$25.00	\$37.82
48 Months	\$27.12	\$27.81	\$22.92	\$26.68	\$27.62	\$39.71
54 Months	\$29.94	\$30.76	\$25.31	\$29.47	\$30.54	\$41.70

Group F04	Customer Svc Tech I
Group F05	Business Svc Tech, Cable Tech, Construction Tech, Carrier Radio Technician, Network Tech, Customer Svc Tech II, Equipment Installer
Group F13	Central Office Attendant, Building Operations Repair Person, Warehouse Attendant
Group F14	Building Operations Mechanic, Public Access Technician
Group F15	Building Operations Technician
Group F20	IP Business Technician

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

CenturyLink strives to provide an alcohol and drug-free work environment, and provides information to employees about dependency counseling, rehabilitation and employee assistance programs.

The Company fully endorses the requirements of the Federal Drug-Free Workplace Act. It recognizes that alcohol and drug abuse pose potential health, safety and security problems. Employees are expected and required to report to work on time in appropriate mental and physical condition for work.

This policy applies whenever an employee is on or in Company property, surrounding grounds and parking lots, leased or rented space, Company time (including breaks and meal periods), in any vehicle used on Company business, and in other circumstances (such as on customer premises or at business or sales functions or conferences and when representing the Company) we believe may adversely affect our operations, safety, reputation or the administration of this policy. R

Employees are subject to drug and alcohol testing based on:

- **Pre-employment**
- **Reasonable suspicion**
- **Government and customer imposed testing requirements**
- **Flight operations testing**
- **Testing under the safety sensitive self-referral program**
- **Requirements that are included in corrective action related to substance abuse issues.**

Employees with possible alcohol or drug problems are encouraged to seek voluntary counseling or treatment before an alcohol or drug problem affects job performance. The Company provides initial counseling services through its Employee Assistance Program (EAP), which is designed to help employees and their families deal with chemical dependency and mental health issues.

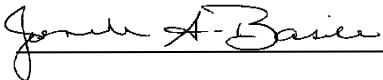
An employee who is concerned about a possible problem is encouraged to contact the EAP at 1-800-803-3737 or <http://www.centurylink.com/eap>.

**Memorandum of Agreement
Between
Embarq Florida, Inc.
And
Communications Workers of America**

This agreement is between Embarq Florida, Inc. and the Communications 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 high number being more senior.
2. This agreement applies only to employees hired after September 10, 2007.
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 September 10, 2007. 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.

Embarq Florida, Inc.



Joseph A. Basile
Labor Negotiator

Communications Workers of
America



Bill Eberhardt
CWA Representative

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