

# **AGREEMENT**

between

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1101**

and

**UNITED TELEPHONE COMPANY OF NEW  
JERSEY, INC.**  
Located at Clinton, N.J.

Effective Date: April 1, 2015

Expiration Date: March 31, 2018



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AGREEMENT BETWEEN  
COMMUNICATIONS WORKERS OF AMERICA  
AND  
UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.

This Agreement is made and entered into this 1st day of April, **2015** by and between the COMMUNICATIONS WORKERS OF AMERICA, an unincorporated association hereinafter called the "Union," and the UNITED TELEPHONE COMPANY OF NEW JERSEY, INC., D/B/A CenturyLink, a corporation organized under the laws of the State of New Jersey, **or its successors or assigns**, hereinafter called the "Company." This Agreement has been negotiated by the Communications Workers of America on behalf of all non-management employees in the bargaining unit in job classifications shown in the wage schedules appended hereto, in the Company locations formerly known as New Jersey Telephone Company as certified by the N.L.R.B. This Agreement shall continue in full force and effect throughout its term as a commitment binding the Company, all employees in the bargaining unit, and the Communications Workers of America.

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The Union agrees that its members will individually and collectively perform loyal work and service and that they will use their skills and efforts to protect the property and interests of the Company, its good name, and its service to the public.

The Company and the Union recognize that it is in the best interest of both parties the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves, the Company, the Union and respective representatives at all levels will fairly apply the terms of this contract in accord with its intent and meaning, consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

**ARTICLE 1**  
**Recognition**

**Section 1.01** The Company hereby recognizes the Communications Workers of America as the sole collective bargaining agent for non-supervisory employees as certified by the N.L.R.B. (except those employees specified under Article I, Section 1.02 of this Agreement, or otherwise excluded by the National Labor Relations Act) whether such employees are

members of the Union or not, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the purpose of entering into agreements with respect thereto which shall be binding upon the Company, the Union and all employees in the bargaining unit.

**Section 1.02** "Confidential employees" who are assigned to work in management offices or whose work entails the handling of, or access to, confidential company matters or files, stock lists, dividend payments, etc., and other matters of a confidential or policy nature shall be excluded from the bargaining unit. The Company will keep the Union informed of any change in employees in this classification.

**Section 1.03** It is recognized by the Company that the Executive Committee of the Union is vested with the power to represent the Union in dealing with the Company as the bargaining agent under this Agreement, and it is recognized by the Union that representatives designated by the President or Vice President of the Company are vested with the power to represent the Company in dealing with the Union under this Agreement.

## **ARTICLE 2**

### **Authorized Representation**

**Section 2.01** It is mutually agreed that collective bargaining with respect to rates, wages, hours of employment and other conditions of employment, shall be carried out by the Manager - Employee/Labor Relations or his/her designee on behalf of the Company and such representatives of the Union as are authorized to bargain collectively for the purpose stated above. No agreement between the Company and the Union shall be effective and binding upon the parties unless and until signed by an Officer of the Company and the Vice President or designated representative of District I for the Union.

**Section 2.02** The Company will recognize the duly elected employee Union delegates and/or their alternates. The Union will notify the Company as to the identity of such delegates and alternates and will promptly notify the Company of any change in the status of such representatives.

**Section 2.03** Delegates or alternates shall not absent themselves from work without the expressed permission of their Company supervisor.

**Section 2.04** Union employee delegates or alternates and the Grievance Committee, with the approval of management, shall be permitted to confer with management on grievance matters without loss of pay during regular working hours. This provision does not cover time spent for contract negotiations, arbitration proceedings, or government agency proceedings.

### **ARTICLE 3**

#### **Terms**

**Section 3.01** Probationary Employees - Employees shall be on probation for the first twelve (12) months of employment. The Company shall have the right to discharge employees during their probationary period, and such discharge shall not be subject to the arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, employees shall be placed upon the seniority list as of their date of hiring and be considered eligible to sign bids for jobs posted in the bargaining unit. The probationary period of any employee may be extended by mutual agreement between the Company and the Union.

At the discretion of the Company, probationary employees may be excluded from late shift, call-out and scheduled overtime if they do not possess the necessary qualifications to do the work required.

**Section 3.02** Regular Employees - These are individuals whose employment is expected to continue indefinitely, although it may be terminated at any time by action on the part of the employee or the Company.

**Section 3.03** Temporary Employees - These are individuals whose employment is for a limited period or for a specific project and is expected to continue to the end of the period or the completion of the project, although it may be terminated at any time by action on the part of the employee or the Company. Temporary employees are not eligible to receive Company benefits.

**Section 3.04** Part-time Employees - Employees in a part-time status **are those** who are regularly scheduled to work **30** hours per week **or less** are eligible for benefits **in accordance with Company policy**, subject to eligibility requirements of the particular benefit plan and relevant waiting periods. Part-time employees would be eligible to receive pro-rated holiday, **and** PTO. Other benefits are defined by Company policy.

**Section 3.05** Occasional Employees - These are individuals whose employment is on a day-to-day basis. They are employees only on the days on which they work. Occasional employees are not eligible to receive Company benefits.

**Section 3.06** The Company will provide advance notification to the Union regarding changes to existing or new job classifications. The Union, within fifteen (15) calendar days of receipt of the notification, may request a meeting between Company representatives. During the meeting, both the Company and the Union will present their respective positions on the matter, attempt to negotiate alternatives presented by the Union to resolve any differences, and both parties will make every effort to reach a mutually agreeable settlement. If the parties are unable to reach agreement within (15) calendar days, the matter will be directly pursued to arbitration by the Union. In the interim, the Company will continue with the implementation of the change or new classification.

## **ARTICLE 4**

### **Collection of Union Dues & Agency Shop**

**Section 4.01** Each employee who is or becomes a part of the bargaining unit shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, or core dues if the employee so requests, for the period beginning 30 days after the effective date of this Agreement or 30 days after becoming a part of the unit, whichever is later.

**Section 4.02** The authorized deductions will be made biweekly when such deduction has been authorized by the employee through submitting an appropriately signed "Authorization for Union Dues Deduction" form to the Company. Deductions for any employee will be eliminated in a deduction week whenever there is insufficient pay to make the deduction. Payroll deductions will begin with the next week following receipt of authorization.

**Section 4.03** The Union shall certify to the Company the precise amount of dues to be deducted per member. The Company will forward the amount deducted on a monthly basis to the Secretary-Treasurer of the Union at CWA, 501 3rd Street, Northwest, Washington, D.C. 20001-2797. The Company will also furnish the Secretary-Treasurer with a monthly statement indicating the total dues deducted, **and** a list of employees for whom dues were deducted.

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**Section 4.04** The Company's obligation under this Article 4, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor agreement which includes a dues check off obligation. The Company may after 90 days written notice unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor agreement which includes a dues check off obligation.

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**ARTICLE 5**  
**Maintenance of Union Membership**

**Section 5.01** Employees (1) who are members of the Union on the effective date of this Agreement and employees (2) who are members of the Union on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is the later, shall, as a condition of continued employment, maintain membership in the Union until the termination of this Agreement or until promoted or transferred out of the bargaining unit, provided, however, that any employee who wishes to withdraw from the Union may do so by giving written notice to the Union and the Company. Such notice must be received or postmarked during the ten (10) day period preceding the expiration of this Agreement.

The Union and the Company agree to post a joint notice, consisting of Section 5.01 of this Article, on Union and Company bulletin boards for the twenty day period immediately preceding the expiration date of the Agreement.

**Section 5.02** The Company shall not discharge or otherwise discriminate against any employee under the provisions of this Article (1) because Union membership is not available to the employee on the same terms and conditions generally applicable to other employees, or (2) because Union membership is denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

**Section 5.03** If a dispute arises under the conditions specified in Section 5.01 of this Article, such dispute shall be handled through the Grievance Procedure specified in Article 7 of the Agreement.

If the dispute has not been adjusted to the mutual satisfaction of both parties through the Grievance Procedure, either party may, upon written notice served upon the other party within thirty (30) days after the Grievance Procedure has been exhausted, require that the dispute at issue be submitted to arbitration pursuant to the provisions of Article VIII of this Agreement.

## **ARTICLE 6 Nondiscrimination**

**Section 6.01** The Company and the Union agree they will abide by State and Federal laws and will not discriminate against any employee or group of employees because of their Union membership, race, color, creed, sex, age, or national origin or because the employee is handicapped, a disabled veteran, or a veteran of any era, or has a physical or mental disability. The parties further agree to take all actions necessary to comply with the Americans with Disabilities Act.

Notwithstanding anything to the contrary, where any one clause or article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993, and the contract provides for a greater level of benefits than are required under the FMLA, the provisions of the contract shall prevail. In no instance shall the contract diminish any rights guaranteed under the Act. The Company shall have the final discretion with regards to those options where the employer is provided with discretion under the FMLA.

The Union shall support the Company's policy that sexual harassment by an employee of any other person will not be tolerated.

## **ARTICLE 7 Grievance Procedure**

**Section 7.01** The Union shall appoint a Grievance Committee of not more than three members from among its own officers or other employees in the bargaining unit. The Union shall promptly notify the Company as to the identity of the Grievance Committee members.



**Section 7.02** Should a difference arise between the Company and Union, **during the term of the Agreement** with respect to the interpretation and application of this Agreement, there shall be no suspension of work. An earnest effort shall be made to settle any difference promptly in the following manner:

- A. STEP ONE - The aggrieved employee and Union Steward shall take the grievance before the employee's immediate supervisor within thirty (30) calendar days of its occurrence. The supervisor shall verbally advise the grievant and Union Steward of his/her decision concerning the grievance no later than seven (7) calendar days after its oral discussion. Every effort shall be made by the parties to settle the grievance at this level.
- B. STEP TWO - If the grievance is not satisfactorily settled after presentation in Step One, the grievance may then be taken to Step Two by submitting it in writing to the Human Resources designee not more than ten (10) calendar days after the supervisor's verbal reply. The written grievance shall contain the date the grievance occurred, name of the employee(s) involved, statement of all pertinent facts, and if applicable, the contract clause(s) allegedly violated, and the settlement requested.

Any written grievance not so prepared shall be returned to the Union for correction and resubmitted no later than five (5) calendar days from the date of return.

A meeting between a representative of the International Union, the Grievance Committee, and management representatives will be promptly convened at a mutually satisfactory time following such written notification. Meetings may be held via conference calls. The Company shall provide its answer to the Union not more than fifteen (15) calendar days after the conclusion of the Step Two meeting.

- C. Grievances arising from disciplinary suspension or discharge shall begin at Step Two of the grievance procedure by submitting the grievance in writing within fifteen (15) calendar days of the date of suspension or discharge to the Human Resources designee.

**Section 7.03** It is understood by both parties that the Grievance Procedure as set forth above shall be strictly followed and that no grievances shall be considered outside of the complete grievance process.

**Section 7.04** Unless a grievance is presented in the manner and periods provided, it shall be deemed not to exist.

**Section 7.05** No extension of time limitations as provided herein shall be allowed except by mutual agreement of both parties. The grievance may be carried to the next step of the Grievance Procedure if response time limits are not met by the Company as specified in the Grievance Procedure or as specifically extended by the parties.

**Section 7.06** In the event that the Company believes itself to be aggrieved in connection with this Agreement, it shall present its grievance in writing to the Chairman of the Union's Grievance Committee who shall discuss the matter with the Committee. The Committee shall immediately proceed to effect a settlement of such grievance. A written response from the Chairman of the Union's Grievance Committee shall be presented to the Company within fifteen (15) calendar days following the Union's receipt of the Company's written grievance.

**Section 7.07** No settlement resulting from the Grievance Procedure shall be binding upon the Company, except as applied to the specific occurrence or occurrences out of which the grievance arises and to the particular employee or employees for whom the grievance is presented.

**Section 7.08** Any grievance which cannot satisfactorily be disposed of by the representatives of the Company and the Union in the manner herein provided may be submitted at the request of either party to arbitration as provided in Article 8.

## **ARTICLE 8** **Arbitration**

**Section 8.01** Disputes with respect to the interpretation and application of this Agreement which have not been satisfactorily disposed of through the Grievance Procedure provided herein may be exclusively referred to arbitration, **during the term of the Agreement** by the Company or the Union.

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**Section 8.02** The party wishing to arbitrate must serve written notice of such intent to the other party within thirty (30) calendar days of the conclusion of Step Two, Article 7. Otherwise, the case shall be considered to be closed.

**Section 8.03** Within fifteen (15) calendar days following the written notice of the Union's intent to arbitrate, the Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators to the Federal Mediation and Conciliation Service, with a simultaneous copy to the Company's Manager – Labor Relations.

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Within fifteen (15) workdays of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one name remains and he/she shall serve as arbitrator.

**Section 8.04** The decision of the arbitrator shall be final and binding upon both parties.

**Section 8.05** The arbitrator shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or modify its contents.

**Section 8.06** Each party shall bear the expenses of preparing and presenting its own case. Compensation and expenses of the neutral arbitrator shall be borne equally by the Company and the Union.

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

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**Section 8.07** This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. In the event a discharged employee is awarded reinstatement and backpay, backpay will be limited to

the employee's regular straight-time wages and will not include overtime, other premium payments or interest.

In situations where the delay to appeal the case to arbitration is caused by the Union, the Company shall assume no backpay or other grievance liability for that time incurred. The Union will notify the Company of its intent to move forward with the arbitration and the Company's liability will resume as of the date of that request. If an arbitration hearing date is not established within sixty (60) calendar days of the Union's request to move forward with the arbitration, the Company's backpay or other grievance liability will be suspended until the hearing is scheduled, unless the Union can prove that the delay was the Company's fault or the arbitrator's fault.

## **ARTICLE 9**

### **Hours of Work and Pay Practices**

#### **Section 9.01** All Departments

- A. The basic workweek consists of five (5) full days' work containing eight (8) hours each which may be scheduled from Sunday to Saturday inclusive. The lunch period will be one (1) hour or one-half (1/2) hour based on business need as determined by management. The decision to grant or deny a one-half (1/2) hour lunch period will not be subject to the grievance procedure.
  
- B. Where tours of duty do not come regularly within the same hours per day or the same days per week, work time schedules shall be posted on Thursday by 12:00 noon at least two weeks in advance. Work time schedules may be changed after being posted by mutual consent of the employees involved or for the protection of service or one week prior to the event for Network event scheduling and Business Operations installation cutovers. When at employee request, schedule changes will require prior Company approval.
  
- C. When tour changes are initiated by the Company with less than twenty-four (24) hours notice, all hours worked outside the employee's posted scheduled tour shall be paid at the overtime rate.

Schedule changes initiated by the Company will be handled according to the following guidelines:

1. There will be only one schedule change per week to an employee's NS day.
  2. An employee who has previously arranged his/her schedule to take care of personal business will not be subject to a schedule change for that occasion. No grievances will result from this provision.
  3. Schedule changes initiated by the Company will be handled as follows:
    - (a) Volunteers will be solicited according to the posted schedule.
    - (b) In the event no volunteers are available, the schedule of the least senior employee in each job classification will be changed on a rotation basis.
  4. Generally only established tours will be utilized for schedule changes. However, the parties agree that exceptions may occur due to service requirements, special projects, etc.
- D. Overtime work is a condition of employment and employees have a responsibility to work overtime when requested to do so in order to meet service requirements. Overtime consists of all time worked in excess of a regular eight (8) hour tour or forty (40) hour week and is to be paid for at the rate of one and one-half (1 1/2) times the applicable base rate. Employees who work three (3) hours of overtime will receive a fifteen (15) minute paid break approximately midway through the overtime period.

Overtime will be offered on a rotational basis according to the work schedule.

Employees who are asked to work overtime between 11:00 p.m. and 6:00 a.m. will receive a minimum of three (3) hours of pay at the appropriate overtime rate. Such time worked will not be applicable to the provisions of recuperation time. When employees are asked to work overtime on a non-scheduled day or a holiday, a minimum of four (4) hours of work will be offered.

- E. An employee who is called in to work on a non-scheduled day Monday through Sunday inclusive shall be paid one and one-half (1 1/2) times the base rate for all hours worked.
- F. A differential of 10% of the basic hourly rate shall be paid for all scheduled hours worked between 7:30 p.m. and 6:00 a.m. (Sundays & holidays excluded). These hours shall be consecutive, separated only by the lunch period, where applicable.
- G. For tours scheduled at least partially outside the regular workday, but ending at or before 9:00 p.m., the lunch period will be one half hour (non-paid). Scheduled tours ending after 9:00 p.m. are eight hours, including a 30-minute lunch period during which the employee is required to remain at the job location.
- H. An employee who is called from his/her home at night and required to work during the night from 12:00 midnight or later and works at least four hours shall have a rest period of five (5) hours before starting the next scheduled tour. That portion, if any, of the recuperation period which extends beyond the starting hour of the next scheduled tour shall be classed as excused time, and payment for such time shall be allowed. In the event of a major storm, hurricane, or similar catastrophe, employees shall work the hours required, but the rights in the recuperation clause are waived. In those instances when the employee's time worked extends up or beyond his/her regularly scheduled starting time, the employee may remain at work and apply the appropriate amount of recuperation time at the end of the scheduled tour.
- I. Employees scheduled to work on Sunday shall be compensated at one and one-half (1 ½) times their regular rate. Travel time to or from school which occurs on Sunday shall be paid at one and one-half (1 1/2) times the base rate.
- J. Whenever an employee is appointed a group leader and designated to perform in an "in charge" capacity for a group of three (3) or more employees, he/she will receive a differential of \$2.00 per hour for all hours worked. Assignment in this capacity should be used only in areas where there is no supervisor on site and the need for a working leader consistently exists. Assignment to an "in charge" capacity shall not exempt an employee from performing his/her normal duties.

- K. In the event employees are assigned to report to a customer location within the franchised area or outside the franchised area or in order to meet the needs of the business in most efficient manner, the Company, at its discretion, may utilize a voluntary program of home garaging. Home garaging the, which authorizes employees to commute by Company vehicle between their home and assigned work location, will be utilized according to the following guidelines:
1. Under no circumstances will Company vehicles be driven for personal use. The use of a Company vehicle to transport unauthorized passengers, including family members, is not permitted. No alcohol or drugs will be permitted in Company vehicles.
  2. Company vehicles must be locked and parked in the most secure locations available during the off-duty hours. The Company will be responsible for damages incurred due to vandalism, theft and acts of God, providing the vehicle was properly secured.
  3. Employees participating in home garaging will be covered by Company insurance and Worker's Compensation for any authorized use of a Company vehicle, including driving to and from Company work assignments during non-paid time.
  4. Routine maintenance and repair of Company vehicles will be coordinated with the Vehicle Mechanic on duty. Breakdowns will be handled in the most expedient manner available.
  5. Employees assigned to a customer location/ report center on a dedicated basis will arrive at the work location at the beginning of the scheduled tour and will leave the work location at the end of the scheduled tour, unless overtime is required. Paid time for call-out begins when the employee leaves home and ends when the call-out is completed at the customer location.
  6. On occasion, employees will be required to report to the work center due to a meeting and may be required to receive work supplies and materials at home.

7. During PTO periods of one week or more, the employee may be required to return the vehicle to the work center.
  8. Employees will adhere to all established safety procedures, motor vehicle regulations and state laws pertaining to the operation of a motor vehicle.
  9. Extenuating personal circumstances regarding voluntary home garaging will be referred to the immediate supervisor for consideration.
- L. In order to meet the needs of the business in the most efficient manner, the Company, at its discretion, may schedule employees four ten (10) hour work days per week in accordance with the following guidelines:
1. Ten hour tours will normally be 7:00 a.m. to 6:00 p.m. with a one hour lunch period or 7:00 a.m. to 5:30 p.m. with a thirty minute lunch period. Employees will be required to remain at the work site during a thirty minute lunch period.
  2. The overtime rate will apply to all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week.
  3. PTO days are accrued on an eight (8) hour basis. PTO scheduled and granted during a four ten (10) hour day work week will be reported as forty (40) hours of PTO. PTO scheduled and granted during a week in which a holiday occurs will be reported as thirty (30) hours of PTO and ten (10) hours of holiday. PTO will not normally be granted during a four ten (10) hour day work week when an overnight stay is required.

PTO may be taken in days, half-days, or hourly increments. Employees will report the actual number of hours taken as PTO time.

In cases where employees do not have adequate PTO time to cover a complete or half tour, PTO may be reported in conjunction with regular or excused non-paid time.

4. Employees who are absent from work due to illness or accident will report 10 hours of PTO time for each day absent until the employee meets the waiting period as outlined under Section 15.01.



5. When a holiday occurs during a four ten (10) hour work week, the holiday will be paid on a 10 hour basis. Employees required to work on the holiday will be paid one and one-half (1 1/2) times the basic hourly rate for all hours worked, in addition to holiday pay.
6. Tour differential applies to tours scheduled after 7:30 p.m. and before 6:00 a.m.

**Section 9.02** The Company agrees that it will not use supervisory employees who are excluded from the bargaining unit on work performed by Union members except for:

- A. emergencies involving actual or potential interruptions of telephone service, the safety of employees or the public in general;
- B. times when employees are not readily available to perform work required i.e., when a qualified employee is not available or cannot be reached for assignment;
- C. times when technical expertise beyond the scope of bargaining unit employees and local management is required to install and/or maintain company or customer equipment;
- D. and for instructional purposes.

**Section 9.03** For those employees who work on Saturday, the Company will attempt to schedule two (2) consecutive days off during the week. It is understood that this language does not constitute a guarantee of two (2) consecutive days off. No employee shall be scheduled to work more than ten (10) consecutive days except where acute service conditions develop.

**Section 9.04** Employees working in any of the job classifications indicated on the wage schedules of this agreement may be assigned to work in another job classification on a temporary basis when necessary. It is understood that the assignment of work between job classifications shall not adversely affect or in any manner diminish the contractual rights of employees in regard to work schedules, call out, scheduled overtime, PTO schedules, job postings, layoffs and contract work as determined by their original job classification.

Employees, who are at the maximum rate in their job classification and who are temporarily assigned and work for one-half or one complete tour in a classification with a higher maximum rate, shall be paid at the higher rate for the time worked in the classification with the higher maximum rate.

Employees, who are in progression and who are temporarily assigned and work for one-half or one complete tour in a classification with a higher maximum rate, shall be paid the hourly rate for their months of service as applicable in the higher classification's wage schedule for the time worked in the classification with the higher maximum rate.

**Section 9.05** Payday will be changed to alternating Fridays and payment will be made to employees through direct deposit. If a Friday payday is also a holiday, the preceding Thursday shall be the payday.

**Section 9.06** Employees in the Business Communications Technician, Network Technician, Equipment Installer and IS Technical Services Technician classifications will be paid an additional \$1.00/hour upon successful completion of obtaining a CISCO CCNA or Microsoft MCSE certification.

Certification testing requirements will be the sole responsibility of the employee on their own time. Employees will be reimbursed only for the successful completion of the test required for certification. Maintenance of the certification will be the employee's responsibility under the same conditions. Reimbursement for any subsequent recertification will follow the same guidelines as mentioned above. Should the employee fail to keep their required certification current, they will no longer be paid the additional \$1.00/hour, until it is restored.

The company reserves the right in part or in whole, to amend, modify, and delete certification requirements as market and technological changes dictate. The company agrees to notify the Union of any and all certification requirement changes as noted above, thirty (30) days prior to implementation.

## **ARTICLE 10 Working Conditions**

**Section 10.01** The Company will furnish the following protective equipment to employees in appropriate occupational classifications: rubber glove protectors, rubber gloves, rain suits,

waterproof storm footwear, leather work gloves, safety helmets, and safety glasses.

Employees in appropriate job classifications as determined by the Company must comply with the OSHA regulation regarding personal protective footwear during all working hours, including overtime, call-out and training time where similar hazards are encountered.

Employees who are required to climb poles using hooks are required to wear an ankle length or above boot. Calf length pull on boots are also acceptable. Employees in all other job classifications may wear either an oxford style tie shoe or boot. Employees required to wear personal protective footwear will receive up to a maximum of \$300 over the life of the agreement effective April 1, 2015 through March 31, 2018 by submitting an approved expense report accompanied by a valid receipt.

**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, 2015 the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following:

1. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.
2. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision “correction”.
3. The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades. Each order for prescription safety glasses will include detachable side shields.

4. **The Company contribution for prescription safety eyewear will only be provided through the designated supplier(s) for the procurement of prescription safety glasses. There will be no company contribution, subsidy or reimbursement for prescription safety glasses obtained outside of the designated supplier(s).**

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**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.**

**Section 10.02** The Company agrees to supply Company standard tools and equipment necessary to perform work to which employees are assigned.

**Section 10.03** 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.

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.

A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo. The Company reserves the right to amend, modify in whole or in part or discontinue the program at its sole discretion.

Uniforms will be provided to vehicle mechanics. Three changes a week (5 sets) with a capped cost of \$3.00 per week per mechanic.

#### **Section 10.04**

1. All employees for whom the company authorizes an overnight stay will be required to use the designated Company corporate card or any other "corporate card" as designated by the company for all business travel expenses. Employees will receive reimbursement for authorized expenses by submitting an approved expense report.

The company's business travel objective is to reimburse employees for reasonable and necessary expenses incurred on behalf of the company. At the same time, the company anticipates its employees to be prudent with company funds and to be cognizant of shareholder value when incurring business travel expenses. All business expense provisions will be managed in accordance with the Company's Business Expense Reimbursement Policy, herein called the "Reimbursement Policy," unless specifically mentioned otherwise in the collective bargaining agreement. The company reserves the right to amend, modify or change this policy at its sole discretion.

2. When an employee is assigned to duty or schooling which requires travel away from his/her regularly recognized place of employment, the company will pay the employee on the basis of a regular work week schedule.
3. The per diem allowance will be in accordance with the Reimbursement Policy. Employees incurring business travel expenses are responsible to ascertain that the expenditure is for a valid business purpose. Falsification or failure to adhere to these guidelines may lead to disciplinary action up to and including termination. No personal charges are allowed on the

designated Company corporate card. Any charges remaining on the card after payment by the Company are the responsibility of the employee.

4. Expense reports are to be filed within 5 business days upon return from a trip. All expense reports must include substantiation of the date, time, place and business purpose for the expenditures. Additional substantiation is required for certain business travel expenses such as meals, lodging, airfare, cash expenses, mileage, tolls, rental cars, etc. Reasonable costs associated with any expense are subject to local management discretion and authorization.
5. All authorized and approved "out of pocket" expenses filed on an expense report will be reimbursed on the employee's next payroll check.
6. Employees shall be paid at the company-designated rate for mileage when using their personal vehicle for authorized business purposes.

**Section 10.05** Employee's who are required to report at their usual place of assembly on the Company's property and are then transported to a place where work is performed, shall be transported to and from the place of work on Company time.

All time shall be computed from the time the employee is scheduled to report and does report at the beginning of the day, and shall end when he/she returns to the regularly scheduled place of ending work for the day.

It is mutually agreed that the Company shall have the right to change employee report locations or establish new report locations in order to meet the needs of the business.

The Company will seek qualified employees on a volunteer basis in seniority order by job classification for assignments to new report locations. In the event the Company is unable to obtain a sufficient number of volunteers to staff new report locations, the least senior qualified employees within the classification will be assigned.

Any future employee requests to change report locations will be communicated to the immediate supervisor. The Company will attempt to accommodate the employee's request by obtaining a volunteer replacement. In the event a volunteer replacement is not

available, the employee will be offered reassignment to the next available vacancy within the job classification prior to the vacancy being posted for bid.

**Section 10.06** When adverse weather conditions prevail, employees are expected to take all reasonable actions to report to work as scheduled. In the event employees are unable to report to work as scheduled because of adverse weather conditions, such absence will be reported as approved PTO time. In the event an employee has exhausted or scheduled his/her PTO time, the absence will be reported as excused non-paid time.

During extreme weather conditions, as determined by supervision, employees shall not be required to work out-of-doors except when the performance of such work is necessary to meet an emergent situation. An emergent situation is defined as any condition which threatens immediate interruption of existing service to the public at large, imperils the safety of the public, or threatens immediate loss of property. Good judgment will be used by supervision in implementing this article.

**Section 10.07** Even in an emergency situation, employees shall not be required to work out-of-doors under extremely hazardous lightning conditions or when it is known that the Company's wires in the work area are energized by electric wires. In such instances the employee shall immediately notify his/her supervisor of the hazardous conditions.

In work situations requiring an employee to enter a Controlled Environmental Vault (CEV), the presence of another employee above ground will not be required.

**Section 10.08** A valid driver's license is a bona fide occupational qualification for any position requiring the operation of a company vehicle. When an employee requiring a driver's license loses his/her driving privileges for any reason, the following procedure will be followed:

Company and Union representatives shall meet to discuss each individual employee's situation and the alternatives available.

- A. The Company shall make a determination as to the employment status of the employee. Alternatives available to the company include: assignment of work within the employee's job classification which would not require a driver's license; assignment to a lower pay classification for the

duration of the license suspension; suspension without pay for the duration of the license suspension, or discharge.

- B. The Company, after considering the Union's advice and all other pertinent information, will make a determination of the employee's work status based on each individual situation. The Company's determination will be made and communicated to the employee and the Union in a timely manner.
- C. Nothing in this agreement will prevent the filing of a grievance in the event the Union deems it necessary.

## **ARTICLE 11**

### **Wages**

**Section 11.01** Applicable basic wage rates are those shown in the wage schedules contained in this Agreement. The Company and the Union agree that the growth of the business is beneficial to employees.

**Section 11.02** Scheduled wage increases **will be effective the first day of the pay period closest to the effective date of the increase.**

Step intervals for regular employees will be on a six (6) month basis.

Progression wage increases for regular part-time employees will be granted on an annual basis.

**Section 11.03** The hourly basis of payment shall be one eightieth (1/80) of the basic bi-weekly wage rate.

**Section 11.04** Where merit is lacking in the opinion of management, a wage increase may be delayed as much as one full step in the schedule.

**Section 11.05** The following procedure governs the change of an employee from one wage schedule to another wage schedule having a higher maximum rate:

- A. If the employee's current wage rate is below the minimum rate for the new wage schedule, his/her rate will be increased to the minimum rate for the new wage schedule.

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B. If paragraph (a) does not apply, the employee will begin the new wage schedule at the wage rate which is the same or immediately greater than his/her rate of pay on the lower wage schedule.

**Section 11.06** Employees who are permanently reassigned, voluntarily or involuntarily, to a lower rated wage schedule will begin the new wage schedule at the rate step on the lower wage schedule which is the same or immediately lower than his/her rate of pay on the higher wage schedule.

**Section 11.07** When transferred between wage schedules, the interval for the first regular increase shall be six (6) months from the starting date of the new job.

## **ARTICLE 12** **Holidays**

### **Section 12.01**

A. The following days are hereby designated as holidays for all employees:

New Years' Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 12.02** Employees may be scheduled for work or excused with pay for holidays at the option of the Company.

**Section 12.03** When a general holiday falls on a Sunday, Monday shall be observed as a holiday.

**Section 12.04** When a general holiday falls on Saturday, it shall be observed on Saturday. Employees not scheduled for work on the holiday may, at the Company's option, be given a non-scheduled non-paid day off during the holiday week and pay for the holiday. Employees scheduled to work on the holiday may be excused without pay for one full day during that week.

**Section 12.05** When employees are required to work on a general holiday, pay at the straight time rate for the holiday, plus one and one-half (1 1/2) times the straight time rate for hours worked shall be paid. Twice the straight time rate shall be paid for all hours worked before or after an employee's scheduled tour or for call out.

**Section 12.06** An eligible employee who does not report to work on a general holiday when scheduled or requested to do so shall not receive pay for the holiday unless excused by the Company.

**Section 12.07** Employees who are absent on their regular scheduled workday immediately prior or immediately following the holiday shall not receive pay for the holiday unless excused by the Company.

**Section 12.08** Holiday excused paid time shall be included in the basic work week.

**Section 12.09** No holiday pay shall be allowed for an employee who does not work in the week in which the holiday occurs; accrued PTO time is excluded from this provision.

**Section 12.10** If a holiday falls within the employee's stand-by week he/she shall be the designated stand-by person unless previously scheduled for PTO. The Company will attempt to schedule all holidays in rotation.

## **ARTICLE 13 Paid Time Off (PTO)**

**Section 13.01** Paid Time Off (PTO) is a program where an employee manages his/her paid time away from work, however, the Company may impose limitations, which in its opinion, are necessary because of the requirements of the business.

PTO hours are provided for all incidental absences from work. The employee must use all available PTO hours before hours can be taken unpaid, except in situations where FMLA-covered absences for a covered relative will exceed five consecutive days or when the absence is

Workers Compensation related. In those cases, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose.

**Section 13.02** Regular Full-Time employees will earn PTO based on their cumulative length of continuous service as shown in the following schedule. Part-Time employees will earn PTO based on their cumulative length of continuous service and on the basis of hours worked in relation to 2,088 hours per year.

Length of Service	Eligibility
0 to one year	5 days
1 year to fewer than 2 years	10 days
2 years but fewer than 5 years	18 days
5 years but fewer than 15 years	23 days
15 years but fewer than 25 years	28 days
25 years and over	33 days

If an employee's hire date is on or before the 15<sup>th</sup> of a month, he/she will be credited with eligible hours for that first month. If an employee's hire date is after the 15<sup>th</sup> of a month, no credit would be given to the employee for the first month.

**Section 13.03** The PTO year which shall be used in computing the amount of paid time off shall be from January 1<sup>st</sup> through December 31<sup>st</sup> of each year in which this Agreement continues in effect, except that in the anniversary year of 2, 5, 15, and 25 years the employee earns PTO at the higher rate for the entire year.

**Section 13.04** The Paid Time Off program includes both Approved PTO and Unapproved PTO. Approved PTO are those hours selected by the employee in accordance with the PTO selection process as outlined in Section 7, or when an employee requests time away from work that is not pre-scheduled and the Company is able to grant the time off as approved time off. Unapproved PTO occurs when an employee requests time away from work that is not pre-scheduled, and the Company cannot grant the time off as approved time off.

Approved PTO hours are included as part of a regular work week for overtime purposes. Unapproved PTO hours are not included as part of the standard work week for overtime purposes.

**Section 13.05** Employees retiring on pension will be given the full unused PTO to which they are entitled to by years of service. Scheduling of PTO shall take into account both the service requirements and employee's preferences according to seniority of the employees. Where service requirements do not permit, an employee may be required to postpone or cancel his or her PTO for the current year. In the event that cancellation of earned PTO time is necessary, the employee will be paid the equivalent of his or her earned PTO time. This provision may be amended to permit postponement or carry-over (but not accumulation), up to December 31 of the following calendar year.

**Section 13.06** PTO may not be accumulated from year to year, nor may PTO be postponed from one year to another. Employees are encouraged to schedule and take all PTO within the calendar year. However, due to business needs, an employee may not be able to take all of his or her PTO time in the current year. In these instances, up to 40 hours of carryover will generate automatically for use by December 31 of the following year. This includes employees on Short Term Disability and/or Worker's Compensation. Any carryover hours not used by December 31 will be forfeited. If an employee leaves the Company after March 31, they will not be paid for any remaining carryover hours from the previous year, unless state law requires otherwise.

Employees may not receive pay in lieu of PTO.

**Section 13.07** PTO eligibility schedules by job classification by job function shall be posted October 15, employee selection will begin November 1 and the entire selection procedure must be completed by January 15. The completed schedule will be posted by January 31. Employees will be contacted in seniority order to select PTO and given a reasonable selection period. Employees who do not make a selection at the time they are contacted must wait until all other employees are contacted.

Employees shall be allowed to select PTO periods according to Company-wide seniority. Full week PTO will be selected prior to selecting individual days. PTO selected after January 15 will be granted based on service requirements and order of request.

PTO time not selected by April 1 of the current year will be assigned from the remaining weeks available. PTO time may be selected using full calendar weeks, individual days or hourly increments.

An employee will not be scheduled on the Saturday prior to his/her scheduled PTO week.

When a holiday occurs during an employee's PTO selection, the employee will only be required to use PTO for the non-holiday days. Holiday pay will be paid on the holiday itself.

Illness reported during scheduled PTO will be paid as PTO until the end of that payroll week. Subsequent PTO days scheduled for the following week may be rescheduled as benefit days if the employee's illness continues. Normally PTO will only be rescheduled for serious medical problems. Employees must notify

their supervisor of their illness twenty-four (24) hours prior to the start of the PTO period. This notification must include the nature of the illness, the medical treatment required and the expected duration of the illness. Upon returning to work, employees must provide a physician's verification of the disability.

**Section 13.08** PTO hours earned but unused will be paid out at termination of employment. In the event of the death of an employee, all unused accrued PTO shall be paid to the estate.

## **ARTICLE 14**

### **Benefits**

**Section 14.01** Effective April 1, 2012, and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

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.

The Company will attempt to give the Union at least 60 days advance notice before making changes to the plan and the Union can request a meeting with the Company to discuss but not negotiate the changes.

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.

### **Section 14.02 Voluntary Benefits Program**

Effective April 1, 2012, 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 as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverage, Legal Services and Critical Illness Insurance.

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

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agent(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.

**Section 14.03** Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for the Company telephone concession plan.

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 represented employees will be made on the same basis for all non-bargaining employees.

## **ARTICLE 15**

### **Sick Benefits - Accident Disability**

**Section 15.01** 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").

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 8<sup>th</sup> consecutive calendar day (sixth consecutive scheduled workday) of non-occupational illness or injury for participants. Written medical certification shall be required.

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

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available PTO hours, those hours for which PTO are/is not available shall be non-paid.

**Section 15.02** If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, plant/office closure, etc., while the employee is receiving STD benefits under the Plan, the employee may continue to receive benefits until the earlier of either the Plan's benefits are exhausted, the employee fails to comply with the Plan's STD administrative requirements or the employee's doctor (or the IME doctor) states and the Plan agrees that the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.

The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The employee must communicate regularly (weekly or bi-weekly) through phone calls or e-mails with local supervision as to their medical status in order to continue receiving benefits. 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.

**Section 15.03** STD benefits under the Plan may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (partial or full pay benefits) is a percentage of "base rate pay". Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.



- a) The STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.
- 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 returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.

<b>If your length of service is:</b>	<b>Then benefits at 100% of Base Salary are paid for:</b>	<b>And benefits at 60% of Base Salary are paid for:</b>
<b>Less than one year</b>	<b>None</b>	<b>None</b>
<b>One year of Service or more</b>	<b>Two weeks of STD benefits at 100% of your Base Salary for each full year of service up to a maximum of 26 weeks.</b>	<b>26 weeks of STD benefits at 60% of your Base Salary , less the number of weeks of benefits at 100% of your Base Pay</b>

- 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.

**Section 15.04** If you return to work for less than 182 calendar days following an STD absence, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit Payment Schedule described above based on your service at the first time you became entitled to Plan benefits.

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

### **Worker's Compensation**

**Section 15.05** The Company will provide all Worker's Compensation benefits required by statute to an employee who sustains an on-the-job injury.

The Company will provide an employee a salary continuation benefit (called Supplemental Accident Pay or SAP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. 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 SAP 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.

**Section 15.06** SAP 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 16**

### **Excused Paid Absences**

**Section 16.01** In case of death in the employee's immediate family, a maximum of five (5) consecutive days will be granted. The employee will be paid for those days he/she was originally scheduled to work. Immediate family will be defined as spouse, domestic partner, parents (including stepparents), child (including stepchildren or child of your domestic partner), sibling (including stepbrother or stepsister).

In the case of death for other covered relatives, a maximum of three (3) consecutive days will be granted. The employee will be paid for those days he/she was originally scheduled to work. Other covered relatives include those who are related to you through marriage (step or in-law), or through your domestic partner, and will be defined as aunt, uncle, niece, nephew, grandparent, grandchild and in-laws (including mother, father, son, daughter, brother, sister and grandparents).

**Section 16.02** An employee required to serve on jury duty on a regularly scheduled workday shall be paid by the Company at his/her straight time rate of pay for all time spent on jury duty.

When an employee is excused from jury duty during a regularly scheduled workday at a time which would permit him/her to work, he or she shall either report directly for work or contact his or her immediate supervisor for direction.

**Section 16.03** The Company will provide excused time for regular employees who are members of the National Guard, Air National Guard, Army Reserve, Marine Corps Reserve, or Coast Guard Reserve and are activated for military training duty or military emergency duty during hours in which he or she otherwise would be scheduled for Company duty.

Difference in pay shall be allowed for the number of scheduled work days falling within the training or emergency duty period but not to exceed ten (10) days in any calendar year.

Total compensation, including all gross military compensation due the employee and his or her dependents, shall not exceed the employee's basic pay rate.

**Section 16.04** Employees excused for personal emergency reasons after reporting for work will receive regular straight time

pay for the remainder of their tour which includes an on-the-job injury. Personal emergency reasons shall be limited to a serious illness or injury to member of the employee's immediate family which requires emergency treatment or serious damage to the employee's personal property which requires the employee's immediate action. This provision does not apply to those employees with less than six months' service.

## **ARTICLE 17 Leave of Absence**

### **Section 17.01 Military Leave Policy**

**Regular employees covered by this Agreement who become a member of any branch of the military service of the United States of America shall be granted a military leave of absence and shall continue to accumulate their seniority with the Company during the time they are in the service in accordance with the Company policy.**

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### **Section 17.02 Administrative/Personal Leave**

**Administrative/Personal leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling eighteen (18) month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. All available PTO/Vacation/Personal Holiday hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.**

### **Section 17.03 Family and Medical Leave**

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

## **Section 17.04 Disability Leave**

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

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## **Section 17.04 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 Policy.**
- 5) **The Company maintains the right to modify or amend the administration guidelines described in the Company Policy at its discretion.**

## **ARTICLE 18 Job Vacancies**

**Section 18.01** Job postings will be available on-line on the Company's internal website. 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.

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.

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 employees;
- b) 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.

**Section 18.02** The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. The Company may, at its discretion, require job applicants to take a test or require certification, provided such test/certification is fair, objective and appropriate to the job involved. 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. Qualifications shall be determined by the total circumstances including test results if applicable, 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. It is understood that the Company may also consider candidates outside the bargaining unit when filling vacancies. 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.

The Company will make every reasonable effort to notify the Local 1101 President of jobs being posted and who the successful bidder was.

Employees successfully bidding on a posted vacancy may not bid on another vacancy for a period of thirty (30) months. This restriction will be waived should the company announce a layoff situation in the employee's job classification. This restriction will also be waived if a job vacancy becomes available within three (3) months of the employees transfer to his/her new position.

**Section 18.03** If a person is employed or re-employed as a regular employee, he or she may be employed at a rate in excess of the established starting rate as is commensurate with his/her previous training, employment and experience. Wage progression shall begin from the rate effective at the time of employment or re-employment.

## **ARTICLE 19 Excused Union Absence**

**Section 19.01** Local Union representatives shall be granted time off without pay for reasonable periods for the performance of Union business, provided service conditions permit. One week's notice of the employee's desire for such time off must be given the Company. The one week notice may be waived by the Company at the request of the International in cases of emergency when a statement of reason is provided.

## ARTICLE 20 Layoffs

**Section 20.01** Layoffs due to retrenchment or curtailment in operations by the Company shall be in inverse order of seniority within each Job Classification.

The Company will provide the Union with **thirty (30)** days advance notice of major technological changes and/or changes in methods of operations which will have an affect on bargaining unit work force levels.

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**Section 20.02** Layoffs under this Article may, at the discretion of the Company, be confined to one or more Job Classifications.

Layoffs need not apply to all Job Classifications at the same time, but contract workers in any Job Classification shall be laid off before any employees in that Job Classification. Occasional, Temporary and Part-Time employees will be laid off in the order stated prior to the lay-off of any regular full time employee in that Job Classification. It is also agreed that employees in the Business Communication Technician Level I classification will be placed on layoff prior to any force reduction in the Business Communication Technician classification.

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In the event of a pending layoff, the Company will provide the Union and employees affected by layoff with thirty (30) days advance notice of the layoff. During this thirty (30) day period, the Company will attempt to provide employment opportunities to employees who have received layoff notices, provided they are qualified to perform the job duties because of training or previous work experience.

Senior unaffected employees will be permitted to volunteer for layoff and multiple requests will be granted in descending seniority order.

Employees who volunteer for layoff and are granted their request, will not be eligible for recall rights and the Company will have no restrictions regarding contractor usage within the job classification affected by the voluntary layoff.

In lieu of such notice, the employee will be paid four (4) weeks' pay at the employee's basic weekly wage rate in addition to the employee's allotted severance allowance.



**Section 20.03** An employee who is about to be laid off may request a transfer to another job in the bargaining unit in accordance with the following guideline:

- A. The job is vacant and at the Company's option will be filled or the incumbent employee has less company service than the transferring employee. Company service is defined as the System Service date reflected in the employee's current HR Record.
- B. Transfers may only occur on a lateral or downward basis as determined by the maximum wage rates for the wage schedules involved.
- C. **It is understood and agreed that the transferring employee must have previously held the job title and have the skill and ability to perform the new job with a minimum of on-the-job refresher training and familiarization (defined as 40 hours or less) as determined by the Company. If formal classroom training is required to perform the work, the employee will not be eligible to bump.**
- D. In all cases, the most senior employee requesting transfer must displace the least senior employee in the occupational classification to which he/she is requesting transfer. Multiple requests to displace the same incumbent shall be granted on a seniority basis, providing all elements of Section 20.03 are met by all employees requesting transfers.
- E. Employees affected by work force reduction who elect not to transfer, shall be separated without loss of recall rights or severance pay.
- F. Employees requesting transfer in order to avoid work force reduction must provide written notification of their intent to the Company within five (5) calendar days following the work force reduction notification. Management shall review their request to determine compliance with Section 20.03 and shall advise the employee of the status of their transfer request within ten (10) calendar days following the layoff notification. Employees not complying with the time frames or not electing to transfer, may not elect to transfer after the expiration of the five (5) calendar day decision period specified in this section.

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- G. Employees who are displaced will be given notice as specified in Article 20 and may, if applicable, exercise their transfer rights under the provision of this policy.
- H. Employees, who are displaced from a job classification where subcontractors are being utilized, will be retained on a temporary basis during their recall period as long as contractors are being utilized in that classification.

**Section 20.04** Reinstatement shall be offered within each Job Classification before new employees are hired in such Job Classification. The Company will offer reinstatement to those employees who were laid off in each Job Classification, or who were designated for layoff and were transferred from that job classification through a job bid following a layoff announcement in the inverse order of seniority in which they were designated for layoff. Refusal by an employee to accept reinstatement to the pre-layoff position will relieve the Company of the obligation to offer such future reinstatement to that employee.

**Section 20.05** The Company shall send a certified letter of availability to employees due for reinstatement under the provisions of this Article. The letter shall be mailed to the employee's last known address. Any such laid off employee must respond and be available for work within fourteen (14) days after the mailing of notification; otherwise, the laid off employee shall be deemed to have refused reemployment, and the Company's obligation under this Article shall be terminated. There will be a thirteen (13) month time limit on the period of recall for laid off employees. It shall be the responsibility of the laid off employee to inform the Company of change of address.

Former employees who are not subject to recall under this Section may apply for employment with the Company. When an opening occurs, former employees will be given special consideration for reemployment, based on qualifications.

**Section 20.06** Regular full-time and regular part-time employees laid off under this Article shall receive a layoff allowance, **paid in a lump sum amount**, computed on the employee's regular rate of pay as follows:

- Employees with 5 years service or less will be paid one (1) weeks' pay for each continuous year of service, or major portion thereof, including the 5th year of service.

- Employees with more than 5 years of service, but not more than 10, will receive 5 weeks' pay plus two weeks pay for each continuous year of service, or major portion thereof, after the 5th year of continuous service.
- Employees with more than 10 years of service shall receive 15 weeks' pay plus three (3) weeks for each continuous year of service, or major portion thereof, after the 10th year of continuous service, providing that in no event shall the layoff allowance exceed 52 weeks' pay at the regular rate.

**Section 20.07** Layoff allowance for a returning employee ceases beginning the first day the employee is scheduled to return to work following recall. If an employee who has been laid off and paid a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the subsequent layoff(s) is based upon the employee's aggregate length of service since the date of last reemployment minus any layoff allowance paid on a previous layoff(s).

**Section 20.08** The term "Week's Pay" as used in this Article is to mean the full- or part-time week's work. A part-time week's work shall be construed to mean the average hourly working time for the preceding twenty-six (26) weeks.

**Section 20.09** Employee Income Protection Plan (EIPP)

- A. 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 who have at least 10 years of continuous service and whose age is at least 55 years as of the date of the Company's notice to the Union, 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:
  - 1. The Company in its sole discretion may offer EIPP to all employees in the bargaining unit or only to employees by seniority in certain job titles. 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 twenty-one (21) 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 twenty-one (21) day period. After the 21 day period has expired, the Company will determine by seniority the number of employees that can be granted the offer, as well as their job titles. 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. The twenty-one (21) day window may be changed to fourteen (14) days based on business needs and if mutually agreed by both parties.
  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.
- B. 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.
- C. For employees who so elect in accordance with this Section, the Company will pay as Employee Income Protection payments, the amount of \$625.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$30,000. 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.

- D. 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.
- E. 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.
- F. 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 21**

### **Seniority**

**Section 21.01** Seniority is determined by the employee's total continuous service as shown on the records of the Company and shall apply to those preferences and privileges specifically covered by seniority in this Agreement. In the event employees are hired on the same day, the employee whose last name begins with the letter of the alphabet closest to "A" will be considered the senior employee. Seniority for employees hired on the same date on or after April 1, 2009 will be determined by using the last four digits of the employees' Social Security numbers, with the higher number being more senior.

### **Section 21.02 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, or modify, 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.

The Company will attempt to give the Union at least 60 days advance notice before making changes to the policy and the Union can request a meeting with the Company to discuss the proposed changes.

**Section 21.03** Employees who transfer to a job in this bargaining unit from other **CenturyLink CWA-represented** work locations will transfer with **bargaining unit** seniority intact.

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## **ARTICLE 22 Contract Work**

**Section 22.01** The Company will not subcontract any work normally performed by bargaining unit employees should such subcontracting cause the layoff of bargaining unit employees. It is understood that certain work is not within the scope of the bargaining unit employees, such as work for which employees are not equipped or trained.

## **ARTICLE 23 Outside Employment**

**Section 23.01** The Company agrees that its employees may be gainfully employed by others or self-employed provided that such employment does not interfere with or detract from the employee's ability to perform his/her work for the Company or interfere with availability for such work.

**Section 23.02** The Company shall not condone the engagement of any employee in employment, gainful or otherwise, for the purpose of the operation, maintenance, administration, sales, repair, design, construction, or installation of customer owned or leased equipment that is interconnected with Company facilities, and which in turn provides a service, convenience, or facility which is or may be available through Company tariff or other offerings.

For the purposes of this Article, gainful employment shall include personal work effort, supervision or training of other worker's, and any consultation for which remuneration is made.

**Section 23.03** Any employee who is injured or who becomes ill as a result of outside gainful employment shall not be entitled to any rights or benefits under the Company's sickness and accident program(s) during such disability.

**Section 23.04** Should any violation of this Article occur, the employee shall immediately terminate his/her supplemental employment or be terminated from Company service.

## **ARTICLE 24**

### **Bulletin Boards and Non-Solicitation**

**Section 24.01** Bulletin boards may be purchased, installed, and maintained by the Union in locations on Company premises accessible to employees who are Union members. The size, type, and number of bulletin boards shall be mutually agreed to by the Company and the Union and they may be used by the Union for posting notices approved by management.

**Section 24.02** The Union agrees that there shall be no solicitation for membership in the Union, enrollment of members, or collection of initiation fees, dues or assessments on time worked and paid for by the Company provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities and provided further that this shall not be construed as permitting employees to quit or delay their work for the purpose of such conversation.

**Section 24.03** There shall be no general distribution or posting by employees of pamphlets, advertising or political matter notices, or any kind of literature upon Company property other than as herein provided.

## **ARTICLE 25**

### **Company Responsibilities**

**Section 25.01** It is understood and agreed that the Company has all customary and usual rights, powers, functions and authority of management.

The management, direction and supervision of the Company's plant and business including all operations, policies, working forces, hours of work, schedules, hiring, transfer, promotion, suspension, discharge or other discipline, the assignment, modification or change of work duties and requirements, the exclusive right to assign any future work which falls outside of the franchised territory, the right to contract out work, the right to lay off because of lack of work, or for any other reason, the establishment of standards for job performance, and the establishment and maintenance of rules for safe and efficient

operations, are each vested exclusively in the Company subject only to the express limitations of this Agreement.

### **Work and Safety Policies and Rules**

The Company may from time to time establish, change and/or withdraw work and safety policies and rules as it deems necessary or appropriate.

The Company will provide the Union with copies of such policies and rules (or any changes) at least fifteen (15) calendar days prior to implementation unless earlier implementation is mandated by federal, state, or local legislation or regulations. The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than fifteen (15) days after its effective date.

The enumeration of management prerogatives shall not be deemed to exclude other prerogatives herein enumerated.

**Section 25.02** At the discretion of management, due to service requirements, employees covered by this agreement may be required to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units and/or non-bargaining employees may be required to work at Company locations within the bargaining unit jurisdiction performing bargaining unit work.

The Company recognizes the Union's right to protect and serve its jurisdiction over the work performed by employees assigned to the bargaining unit. The Company shall keep to a minimum such temporary cross jurisdictional work and shall make such assignments on a limited and temporary basis to meet service requirements.

The parties agree that the assignment of bargaining unit work to non-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 employees, nor to result in an accretion of one group of employees into another.



## **ARTICLE 26**

### **Definition of Agreement**

**Section 26.01** 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, that the Union expressly waives the right to submit any additional items for negotiation during the term of this Agreement 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 or any member of the bargaining unit.

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## **ARTICLE 27**

### **Duration of Contract**

**Section 27.01** The terms of this Agreement shall not be limited or qualified unless by mutual written consent of the Company and the Union.

**Section 27.02** This Agreement shall become effective as of the 1<sup>st</sup> day of April **2015**, and shall continue in effect until midnight of March 31, **2018**, and from year to year thereafter unless the Company or the Union shall, not less than sixty (60) days prior to the expiration date, notify the other party of its desire to amend or terminate the Agreement.

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**Section 27.03** This Agreement shall constitute the exclusive bargain between the contracting parties as to working conditions except as the same may be modified in writing after negotiations between the Company and the Union.

## **ARTICLE 28**

### **Recognition**

**Section 28.01** At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The

Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is mutually agreed that sales referral work is a requirement for all employees in customer contact positions as part of their normal job duties. It is further agreed that the Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services.

## **ARTICLE 29**

### **Call Out and Stand By**

- A. Call out is a condition of employment and occurs in response to a specific service failure or case of customer trouble. Employees are required to be available and accept call out during their designated on-call period. The use of an answering machine or a ring/no answer during the on-call period will be considered unavailability for call out. The on-call person shall be indicated on the schedule and will be assigned on a rotation basis according to the work schedule. In the event the employee in the on-call position is scheduled for training, PTO or is absent, the next employee in the rotation will be designated as on-call for the period.

Call out shall be computed from the time the employee arrives at the appropriate reporting center to the time the employee returns to the appropriate reporting center.

An employee who is called out to work non-scheduled (NS) time will receive a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times the base rate. An employee who is called out to work non-scheduled (NS) time on Sunday will receive a minimum of three (3) hours of pay at the rate of one and one-half (1 1/2) times the base rate.

There shall be no pyramiding of call-out pay. In the event of more than one call-out during the minimum period, time paid will be continuous from the time of the initial call-out to the completion of the work.

- B. In order to meet the needs of the business in the most efficient manner, the Company, at its discretion, may use a “stand-by” differential for some work groups based on customer service requirements. Employees who are designated for stand-by will be utilized in any customer location where he/she is qualified to perform the work. The Company will contact all qualified employees in the bargaining unit where the call out originated before exercising the option to contact employees in this Local. Employees on stand-by will provide the service center a telephone number where they can be contacted and be readily available to respond to service outages. Stand by pay will be \$30.00 per day. Employees are required to be available and accept call out during their designated stand-by period. The stand-by person shall be indicated on the schedule and will be assigned on a rotation basis according to the work schedule. An employee who fails to respond to a service outage during the assigned stand-by period will forfeit stand-by pay for that day in which no response was made. He/she will be paid stand-by for the remainder of the assigned period.

The payment of stand-by pay does not in any way diminish the responsibility of any employee to respond to call-out during the on-call period.

When employees request and are granted excused non-paid time because they have used up their allotment of PTO, such time will not be considered time worked for the calculation of overtime. Hours worked for overtime purposes include regular time worked, approved PTO and holidays. When employees are excused without pay for Union business, such time will be considered time worked for calculation of overtime.

## **ARTICLE 30 STRIKES AND LOCKOUTS**

**Section 30.01** Strikes, slowdowns, picketing, sympathy strikes or work stoppages of any kind are prohibited under the terms of this Agreement and the Union shall assume full liability for the authorization and occurrence of such acts. The Company agrees that there shall be no lockouts during the term of this Agreement.

During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage

any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises or locations where Company employees are working. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management. However, nothing in this Section will prevent the Union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.

In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee who violates the above may be subject to corrective action.

**ARTICLE 31**  
**Pension Agreement**  
**between**  
**United Telephone Company of New Jersey, Inc.**  
**and**  
**Communications Workers of America**

The Company has adopted the Embarq Pension **Component of the CenturyLink Combined Pension Plan (referred to herein as the "Retirement Pension Plan")** and **except as provided in Section 3 below**, agrees to include **Eligible Employees** covered by this Agreement as **Members** of such Retirement Pension Plan **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,

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or to administer 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 Pension Component of the CenturyLink Combined Pension Plan (referred to herein as the Retirement Pension Plan) pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective April 1, 2015, subject to the terms and conditions of the Retirement Pension Plan.** All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. **All capitalized terms are as defined in the Retirement Pension Plan.**

**Except as provided in Section 3 below, a Member shall mean an employee of United Telephone Company of New Jersey, Inc. represented by Local Union No. 1101 of the CWA 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 Sections **1.9**, **Continuous Service**, and **1.11**, **Credited Service**, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until **and unless** revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between United Telephone Company of New Jersey, Inc. and Communications Workers of America is not in force, the **Retirement Allowance** of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement **with a pension table increase**. No **Credited Service** shall be earned following such date. **Continuous Service** shall continue to be earned in accordance with Section **1.9**, **Continuous Service**, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the **Retirement Allowance** determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Member's **Normal Retirement Date**, as defined in the Retirement Pension Plan.

## Section 2. Amount of Allowance

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

Vested **Early Retirement Allowance** as defined in Section 1.12 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's Termination of Employment.

**Section 3 – Hired, Rehired, or Transferred Employees On or After 1/1/16 into CWA 1101**

Any Employee who is first hired by the Company into CWA 1101 on or after 1/1/16 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 1101 on or after 1/1/16 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing and 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 1101 on or after 1/1/16 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired. Service on or after 1/1/16 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 1101 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 1101 Agreement) on or after 1/1/16 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 1101 Agreement on or after 1/1/16 to the extent he was not give a distribution of his entire prior Vested Interest prior to being covered under the CWA 1101 Agreement. Service on or after 1/1/16 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 1101 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 1101 Agreement) or rehired into CWA 1101 on or after 1/1/16 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after 1/1/16 for such Employee will be considered 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 1101 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 1/1/16 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 1101,



effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 1101 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 termination 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.

**ARTICLE 32**  
**Savings Plan Agreement**  
**between**  
**United Telephone Company of New Jersey, Inc.**  
**and**  
**Communications Workers of America**

The Company has adopted the CenturyLink Union 401K Plan for Bargaining Unit Employees herein after called the CenturyLink Union 401K Plan and agrees to include employees covered by this Agreement as members of such **CenturyLink Union 401K Plan** as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Agreement and to make Company contributions thereto. Said Savings Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include CenturyLink Corporation) retains the right to make such changes in the CenturyLink Union 401K Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the CenturyLink Union 401k 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 CenturyLink Union 401K 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 CenturyLink Union 401K Plan, or to administer said CenturyLink Union 401K Plan in an orderly and efficient manner.

R

Any such action taken by the Company in its sole discretion with respect to the CenturyLink Union 401K Plan shall apply to all similarly situated employees of the Company in a uniform manner.  
**The Company agrees to notify the union of any such action.**

Section 1. CenturyLink Union 401K Plan for Bargaining Unit Employees

R

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

**Participation shall be in accordance with Article 2, Participation, of the 401K Plan.**

R

Section 2. Employee Contributions

- (a) Each participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the participant's wage.

Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the participant's account. **The participant may contribute on a pre-tax, after-tax, Roth basis or any combination.**

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

A participant's "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, re-hired or who become covered under the CWA 1101 Agreement through any means before 1/1/16, 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, re-hired or who become covered under the CWA 1101 Agreement through any means on or after 1/1/16, the Company may contribute a Company Matching 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.**

IN WITNESS WHEREOF, this Agreement is entered into the day and year first above-mentioned and the signatories hereto are recognized as the delegated and fully authorized representatives of each of the Parties.

United Telephone Company  
of New Jersey, Inc.

Communications Workers  
of America

---

Kevin McCarter  
Region President  
East Region

---

Edward Baxter  
CWA International Staff  
Representative

---

Joseph Osa  
Vice President  
Labor Relations

Company Negotiating  
Committee:

Union Negotiating  
Committee:

Joseph A. Basile  
John Cesare  
Jenny Franklin  
Ed Rodriguez

Gary Banghart  
Robin Case  
Pat LaScala  
Joe Ventola

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 1101 - CLINTON, NEW JERSEY**  
**EFFECTIVE: APRIL 1, 2015\***

**APPENDIX A**

STEP	WAGE SCHEDULE			
	JX1	JX3	JX8	JX9
Start	\$14.93	\$14.61	\$9.55	\$9.31
6 Months	\$15.59	\$15.26	\$9.98	\$9.72
12 Months	\$16.55	\$16.22	\$10.59	\$10.33
18 Months	\$17.84	\$17.48	\$11.41	\$11.13
24 Months	\$19.50	\$19.08	\$12.44	\$12.15
30 Months	\$21.43	\$20.97	\$13.71	\$13.38
36 Months	\$23.68	\$23.20	\$15.18	\$14.80
42 Months	\$26.30	\$25.75	\$16.82	\$16.43
48 Months	\$29.23	\$28.60	\$18.70	\$18.25
54 Months	\$32.47	\$31.78	\$20.76	\$20.27
<b>Group JX1</b>	Business Communications Technician, Cable Splicer, Customer Service Technician II, Equipment Installer, IS Technical Services Technician, Network Communications Technician, Vehicle Mechanic			
<b>Group JX3</b>	Business Communications Technician I			
<b>Group JX8</b>	Material Handler			
<b>Group JX9</b>	Custodian			

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

**CENTURYLINK  
WAGE SCHEDULE - CWA 1101 - CLINTON, NEW JERSEY  
EFFECTIVE: APRIL 1, 2016\***

**APPENDIX A**

STEP	WAGE SCHEDULE			
	JX1	JX3	JX8	JX9
Start	\$15.23	\$14.90	\$9.74	\$9.50
6 Months	\$15.90	\$15.57	\$10.18	\$9.91
12 Months	\$16.88	\$16.54	\$10.80	\$10.54
18 Months	\$18.20	\$17.83	\$11.64	\$11.35
24 Months	\$19.89	\$19.46	\$12.69	\$12.39
30 Months	\$21.86	\$21.39	\$13.98	\$13.65
36 Months	\$24.15	\$23.66	\$15.48	\$15.10
42 Months	\$26.83	\$26.27	\$17.16	\$16.76
48 Months	\$29.81	\$29.17	\$19.07	\$18.62
54 Months	\$33.12	\$32.42	\$21.18	\$20.68

<b>Group JX1</b>	Business Communications Technician, Cable Splicer, Customer Service Technician II, Equipment Installer, IS Technical Services Technician, Network Communications Technician, Vehicle Mechanic
<b>Group JX3</b>	Business Communications Technician I
<b>Group JX8</b>	Material Handler
<b>Group JX9</b>	Custodian

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

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 1101 - CLINTON, NEW JERSEY**  
**EFFECTIVE: APRIL 1, 2017\***

**APPENDIX A**

STEP	WAGE SCHEDULE			
	JX1	JX3	JX8	JX9
Start	\$15.46	\$15.12	\$9.89	\$9.64
6 Months	\$16.14	\$15.80	\$10.33	\$10.06
12 Months	\$17.13	\$16.79	\$10.96	\$10.70
18 Months	\$18.47	\$18.10	\$11.81	\$11.52
24 Months	\$20.19	\$19.75	\$12.88	\$12.58
30 Months	\$22.19	\$21.71	\$14.19	\$13.85
36 Months	\$24.51	\$24.01	\$15.71	\$15.33
42 Months	\$27.23	\$26.66	\$17.42	\$17.01
48 Months	\$30.26	\$29.61	\$19.36	\$18.90
54 Months	\$33.62	\$32.91	\$21.50	\$20.99
<b>Group JX1</b>	Business Communications Technician, Cable Splicer, Customer Service Technician II, Equipment Installer, IS Technical Services Technician, Network Communications Technician, Vehicle Mechanic			
<b>Group JX3</b>	Business Communications Technician I			
<b>Group JX8</b>	Material Handler			
<b>Group JX9</b>	Custodian			

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

United Telephone Company of New Jersey, Inc.  
 CWA 1101 - Pension Plan  
 Flat Dollar Benefit Unit

**MONTHLY BENEFIT PER YEAR OF SERVICE**

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
		<b>April 1, 2015</b>			<b>TO</b>	<b>March 31, 2016</b>						
Schedule 1	JX9	44.50	42.30	40.10	37.80	35.60	33.40	31.20	28.90	26.70	24.50	22.30
Schedule 2	JX8	45.60	43.30	41.00	38.80	36.50	34.20	31.90	29.60	27.40	25.10	22.80
Schedule 8	JX3	69.80	66.30	62.80	59.30	55.80	52.40	48.90	45.40	41.90	38.40	34.90
Schedule 9	JX1	71.40	67.80	64.30	60.70	57.10	53.60	50.00	46.40	42.80	39.30	35.70
		<b>April 1, 2016</b>			<b>TO</b>	<b>March 31, 2018</b>						
Schedule 1	JX9	45.20	42.90	40.70	38.40	36.20	33.90	31.60	29.40	27.10	24.90	22.60
Schedule 2	JX8	46.30	44.00	41.70	39.40	37.00	34.70	32.40	30.10	27.80	25.50	23.20
Schedule 8	JX3	70.80	67.30	63.70	60.20	56.60	53.10	49.60	46.00	42.50	38.90	35.40
Schedule 9	JX1	72.40	68.80	65.20	61.50	57.90	54.30	50.70	47.10	43.40	39.80	36.20



## Letter of Agreement

March 18, 2015

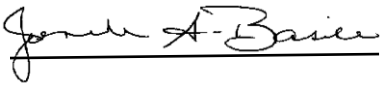
Ed Baxter  
CWA Representative

Dear Ed,

The following job classifications listed below are not necessary in this collective bargaining agreement.

In the event the Company elects to hire employees back into one of the below listed classifications, this agreement will be opened to negotiate the wage rates for these affected classifications formerly listed in the 2012-2015 Collective Bargaining Agreement.

1. Field Engineer
2. Customer Service Technician I
3. Lineworker (Group JX4)
4. Central Office Attendant (Group JX6)
5. Plant Clerk, Premise Installer



Joseph A. Basile  
Labor Relations Negotiator  
CenturyLink  
Date: 3-31-2015

---

Ed Baxter  
CWA Representative  
Date: 3-31-2015

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