

AGREEMENT

as to

WORKING PRACTICES

Entered into By and Between

**THE UNITED TELEPHONE COMPANY OF
PENNSYLVANIA LLC BEDFORD
d/b/a CenturyLink**

and

THE COMMUNICATIONS WORKERS OF AMERICA

EFFECTIVE DATE: OCTOBER 25, 2016

EXPIRATION DATE: SEPTEMBER 30, 2019



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THE COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as ‘the union,’ and the UNITED TELEPHONE COMPANY OF PENNSYLVANIA, d/b/a/ CenturyLink, its successors or assigns, herein after referred as “the Company” do hereby on this **25th day of October, 2016** enter into the following agreement:

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ARTICLE 1 RECOGNITION

Section 1.1 - Recognition of Union

The Company hereby recognizes the Union as the exclusive bargaining representative for employees in the location and titles listed below for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, as certified by the National Labor Relations Board on March 26, 2012, in Case 06-RC-073865: All full time and regular part-time **Cable Techs, Customer Svc Techs, Business Svc Techs I and II and Network Techs** employed by the Company in the Bedford and Martinsburg, Pennsylvania exchanges; excluding all office clerical employees, engineers, public access technicians, building operation mechanics, building operation technicians, confidential employees and guards, professional employees and supervisors as defined in the Act.

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Section 1.2 – Employees Covered by this Agreement

New and Modified Job Classifications

Whenever the Company determines it appropriate to create a new job title or new job classification in the bargaining unit, it shall be handled as follows:

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The Company shall notify the Union in writing at least thirty (30) calendar days before the new job title or new job classification is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

The Union shall have the right, within thirty (30) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or schedule. If the Union does not initiate such negotiations, the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days, either party may request arbitration using the Arbitration

Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

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The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

Modified Job Classifications

First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc. and often change how job responsibilities are performed. These are not considered modifications to the job classification and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment or systems is routine and has minimal (in contrast to a substantial) impact must be brought by the Union within thirty (30) calendar days of the date of the change using the Arbitration procedure below.

Whenever the Company determines it appropriate to make a substantial change in the nature and scope of the work employees in an existing job classification have historically performed, it shall be handled as follows:

The Company shall notify the Union in writing at least thirty (30) calendar days before the changes are implemented, and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.

The Union shall have right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning the proposed wage rate or wage schedule. If the Union does not initiate such negotiations, the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within thirty (30) calendar days from the onset of negotiations, either party may request arbitration using the Arbitration Procedure below. Failure to do so shall resolve the dispute on the basis of the Company's last proposal.

The Company shall have the right to implement its proposal while the negotiation and arbitration process is proceeding, but an arbitrator may award a retroactive wage adjustment if deemed appropriate.

Arbitration Procedure for Disputes Over New and Modified Job Classifications

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Although the Company may create a new job title or job classification, or modify the nature and scope of existing job classifications, without bargaining, the effects of such actions shall be subject to final and binding arbitration according to this procedure.

If the dispute is whether the modifications in job duties or responsibilities of an existing job classification have substantially changed the nature and scope of the work, the arbitrator may resolve that dispute. If the arbitrator finds that a substantial change has occurred, the issue of the appropriate wage rate or wage schedule shall be returned to the parties for negotiation.

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job title or job classification or a modified job classification as described above, the parties shall select an arbitrator following the procedure in Article 23. The parties further agree that within thirty (30) calendar days after selection of the arbitrator each party will submit its final offer position on the wage schedule to an arbitrator, copying the other party. These final offer positions may thereafter be changed only with mutual agreement of the parties. Notwithstanding the limitations on an arbitrator's authority under Article 23, an arbitrator selected under this procedure shall have the authority to choose between the two final offers, and may also award retroactive wage adjustments. The decision of the arbitrator shall be final and binding.

Section 1.3 - Jurisdiction of Work

This agreement shall cover all work presently done by employees in the Bedford District in job classifications shown in Article 1 and in the wage schedules attached as Exhibit A hereto. Supervisory employees will not normally perform work done by members of the bargaining unit, except for:

- A. Emergencies involving actual or potential interruptions of telephone service, the safety of employees or the public in general.
- B. Training and instructional purposes.
- C. Work which is incidental to supervisory duties on a job normally

performed by a supervisor even though similar to duties found in bargaining unit jobs.

ARTICLE 2 UNION TIME OFF

Section 2.1 - Meetings between Company and Union Representatives Time off for Union Business

Service conditions permitting and upon written notice of not less than one (1) week, the Company will grant to an employee time off without pay to attend Union schools, conventions or meetings. No more than two (2) employees will be excused at any one time.

Time spent in arbitration, negotiations or government agency proceedings shall be excluded from the provisions of this section.

Additional time off may be granted at the Company's discretion, but any such decision by the Company to grant or deny such time off shall not be subject to grievance or arbitration nor considered as precedent for any subsequent decision.

ARTICLE 3 UNION DUES

Section 3.1 - Agency Shop

As long as State law allows, the following Agency Shop provisions will apply:

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement or who later becomes a member and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day of such entrance whichever of these dates is later until the termination of this Agreement.
- B. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit. For purposes of

this Paragraph, the term "formal separation" shall include transfers out of the bargaining unit and removal from the payroll of the Company.

Section 3.2 - Collection of Union Dues

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

The Company agrees that it will, if furnished a written individual payroll deduction authorization form voluntarily executed by an employee covered by the terms of this Agreement, deduct from the wages of such employee, such amount as is certified to the Company by the Financial Secretary of the Union.

- A. All such payroll deduction authorizations shall: (1) be made on forms approved by the Company; (2) be dated; (3) provide that it may be terminated by the employee at any time by giving 30 days written notice in advance to the Company and that the employee will also furnish the Union with a copy of any such notice.
- B. If any written notice terminating a previous authorization to make payroll deductions of Union dues is delivered to the Company after the last day of the then current calendar month, it shall first become effective of the first payroll of the following month.
- C. The Company agrees to make deductions of monthly CWA-PAC Political Action Contributions from the pay of an employee, upon receipt of a payroll Authorization card(s) properly executed by such employee and witnessed to pay over to the Secretary-Treasurer of the International Union the amounts thus deducted.
- D. Dues deduction for each employee shall be suspended for the month in which there are not sufficient earnings in the payroll period when dues deductions are made and such dues deductions shall be automatically resumed when there are sufficient earnings in the payroll period in which dues are deducted.
- E. The Company's obligation under this Section 3.2 as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company shall provide the Union with thirty (30) days notice before suspending dues deduction. 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.

Section 3.3 - Union Orientation

The Company shall allow an authorized representative of the Union, time to welcome each new employee hired into a job covered by the bargaining unit. Such time shall be paid at the applicable basic wage rate not to exceed twenty (20) minutes.

Management will notify the local Union representative when a new employee is hired. It is the responsibility of the Union representative to set up and conduct this meeting.

Section 3.4 - Discrimination

The Company and the Union agree that there will be no discrimination against employees or applicants for employment and promotions for reasons of race, color, religion, ancestry, sex, citizenship, national origin, marital or veteran status, disability, age, sexual orientation, family status, pregnancy, or membership or non-membership in the Union or other status protected by law and further to comply with all local, state, or federal laws pertaining thereto.

Section 3.5 - Bulletin Boards

- A. The Union will be permitted the use of space on certain Company bulletin boards, and/or on any separate bulletin board or wall space, as designated by the Company. Use of such bulletin boards by the Union shall be restricted to announcements of union meetings, social functions, nomination and selection of officers and such other material that is not political, religious or considered by the Company to be otherwise controversial, offensive, inflammatory, or derogatory of the Company or any of its employees. Material posted shall contain only factual information and shall not contain statements that would likely be considered offensive by customers or clients who may be visiting or conducting business with the Company.

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Section 3.6 - Personnel File

Employees may examine their personnel records one time per calendar year when such requests are made in writing to the Human Resources Department. Such examination shall take place in the presence of

supervisory personnel. The personnel file is Company property and may not be removed from Company premises. At the request of the Union after one year the Company and the Union shall meet to discuss deactivating the discipline.

Section 3.7 - Probationary Period

Any new employee hired shall be regarded as a probationary employee for the first six (6) months of employment. Once the employee successfully completes the probationary period, the employee will be considered a regular employee and seniority shall date back to the original date of employment.

During the probationary period, new employees may be laid off or discharged or otherwise disciplined at the sole discretion of the Company and such lay off or discharge or other disciplinary action may not be made the basis of any claim or grievance against the Company either by the probationary employee or the Union.

Newly hired employees shall not be eligible to bid on other openings or request transfers during the first twelve (12) months of employment. This restriction may be waived with supervisory approval.

Section 3.8 – Contract Printing

The Company and the Union will share equally the cost of printing the contract and the Company will use a union printer. Both parties will endeavor to have the contract reviewed, proofed and printed within one hundred twenty (120) calendar days after notice of ratification.

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**ARTICLE 4
MANAGEMENT RIGHTS**

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

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

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Company shall include the exclusive right to determine and take effective action respecting:

- The establishment of standards/criteria for promotions, quantity of work, quality of work, safety, materials, equipment, methods, and procedures. In this connection, the exclusive right of the Company to administer tests or to establish other prerequisites for jobs is fully recognized.
- The direction and supervision of all business operations and policies.
- If changes are made in accordance with “Work and Safety Policies and Rules”, the Company will notify the Union of the changes.
- The location of the business and the establishment of new work groups or functions at the facilities covered by this Agreement.
- The downsizing, partially closing, relocating, merging, consolidating, liquidating or totally closing of any or all of the facilities covered by this Agreement.
- The size of the working force, the right to declare a job vacancy, the allocation and assignment of work to workers in or outside of the jurisdiction of the bargaining unit, the determination of policies affecting the hiring of employees, the determination of qualifications, the establishment of quality standards and judgment concerning job performance. In this connection, the sole and exclusive right of the Company to determine and enforce standards of performance is fully recognized.
- The requirement that an employee must work overtime, weekends, standby, call outs, or other hours deemed by the Company to be necessary to accomplish the work.
- The movement and/or contracting out of work (including work to other Company facilities) as determined by the Company in its sole discretion.
- The assigning of shifts, work days, work locations and reporting locations.

- The disciplining, suspending, or discharging of any employee shall be for just cause. In this connection, the Company agrees to generally recognize the practice of progressive discipline. However, exceptions can be made based on serious misconduct or safety violations.
- The Company will conduct investigations when warranted and discipline will be issued on a timely basis.
- The establishment of procedures (including service observing activities at its discretion) to ensure prompt, efficient, and courteous service to customers.
- The exercise of any management prerogative, function, or right which is not specifically modified or limited by express terms set forth in this Agreement is not subject to the Grievance Procedure, or, as set forth above, to bargain during the term of this Agreement.

ARTICLE 5 JOB POSTING

Section 5.1 - Promotion or Transfer of Employees

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 bid.

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 and temporary employees;
- B. Laid off employees;

- C. Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same classification as the vacancy involved;
- D. Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.

The Company will fill the vacancy with the candidate it determines to be the most qualified. In doing so, the Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing, or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. The position will be filled by the most qualified candidate from any source as determined by the Company. Seniority will govern only in the event multiple internal candidates are determined to be most qualified by the Company.

The Company will make every reasonable effort to notify the Local Unit President of jobs being posted. Notification of the successful bidder shall be provided to the Local Union President.

Section 5.2 - Reporting Locations

It is mutually agreed that the Company shall have the right based on service requirements to change employee report locations or establish new report locations in order to meet service requirements. The Company shall give employees fourteen days notice before any change is effective.

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

Section 5.3 - Home Garaging

Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 30. The Company agrees to discuss with the Union any potential changes to the policy if they should occur.

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**ARTICLE 6
WAGE TREATMENT - PROGRESSION**

Section 6.1 - Wage Treatment

The Company agrees to grant scheduled wage increases specified in their appropriate schedules in accordance with the time intervals and amounts provided in such schedules, subject to the following conditions:

- 1) Wage progression/**step** increases will be effective based on the service anniversary date for active, full time employees and based on date last given for part time employees after the employee has worked 1040 hours.
- 2) **Annual** wage increases will be effective the first day of the pay period closest to the effective date of the increase.

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Section 6.2 - Temporary Assignments

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

Employees temporarily assigned to a lower rated job or classification shall be paid at their normal wage rate. Employees temporarily assigned to work in a higher rated job classification shall be paid at the appropriate base rate of the higher rated position.

ARTICLE 7 SENIORITY

Section 7.1. - Seniority

Bargaining Unit Seniority shall be defined as length of a regular full time or regular part-time employee's work service within this bargaining unit.

Seniority for employees hired on the same date will be determined by using the last four digits of the employees' Social Security numbers, with the higher number being more senior.

An employee promoted to management who within a period of two years requests to return or is returned by Company initiative to the bargaining unit shall be permitted to do so with all seniority rights accumulated prior to accepting the supervisory position, excepting seniority rights for layoff purposes shall not be accumulative until the employee has been back into the bargaining unit for one year.

Section 7.2 - 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 Company's Bridging of Service Policy.

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

ARTICLE 8 PAY DELIVERY

Section 8.1 - Pay Delivery

All employees shall be paid every two (2) weeks. All employees will participate in direct deposit as their method of pay delivery. Pay stubs will be accessed electronically and printed by the employee.

ARTICLE 9 WORK SCHEDULES

Section 9.1 - Definitions of Tours of Duty and Workweek

The normal work week for full time employees shall be forty (40) hours per work week, Sunday to Saturday inclusive. Such work week shall consist of five (5) working shifts of eight (8) scheduled hours per work shift or four (4) working shifts of ten (10) hours pursuant to Article 9 Section 9.4.

The lunch period will be one-half (1/2) hour based on service requirements as determined by management. Travel time is included in the 1/2 hour lunch period provided it is not on the way to your next assigned task.

The Company shall post weekly schedules on Tuesday of the preceding week by 3 p.m.

Schedules may be changed from time to time in order to meet service requirements. The Company will provide the affected employee at least 24 hours advance notice whenever possible of the effective date of the change in any previously posted or furnished schedule. Tours may be exchanged by mutual consent of the employee and the company. Seniority will prevail in the selection of work schedules for all employees in a single job classification except when service requirements and qualifications necessitate specific employee assignments.

Section 9.2 - Maintenance Window Activity

The Company will attempt to give employees 24-hour notice for maintenance window activity. If 24-hour notice is not provided, the employee will be paid at the rate of time and one-half (1.5). These hours do not count toward the weekly calculation of overtime and night differential does not apply. The offer for maintenance window work will first be offered to the employee who has been assigned and working on that associated project. Secondly, maintenance work activity will be offered to the qualified employee normally assigned to work that territory/office. Thirdly, volunteers will be solicited for maintenance window work and the work will be assigned to the most senior qualified volunteer employee, if there are no volunteers the work will be assigned to the least senior employee.

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If an employee is required to perform maintenance window activity between the hours of 8:00 p.m. and 6:00 a.m. and has been given 24 hours or more notice, the employee will be paid a night differential for hours worked. These hours are included as part of a regular work week for overtime purposes in accordance with Article 11.

Section 9.3 - Breaks

Employees shall be eligible for two (2), fifteen (15) minute paid breaks in each work day. If an employee has any problem taking breaks within the designated periods they shall inform their supervisor who shall make arrangements for the employee to take the break.

One break shall be taken in the morning and one in the afternoon. Employees shall not defer or accumulate breaks in order to take a longer lunch, arrive late or leave early without supervisor approval.

Employees shall not be scheduled to work more than six consecutive hours without a meal period of at least 30 minutes.

Section 9.4 - Four ten (10) Hour Work Week

The implementation and/or discontinuation of a four (4) ten (10) hour day schedule is at the sole discretion of the Company. Upon the request of the Union, the Company and the Union shall discuss the implementation of the 4-10 hour schedule.

It is recognized that in certain work units or groups, it may be in the best interest of the business to establish a four (4) day schedule as a normal work week. Schedules for (4) ten (10) hour day work week will be determined by the Company based on service requirements. Sick leave and PTO while working four (4) ten (10) hour days will be based on the amount of hours taken. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days.

- A. Four (4) ten (10) hour work days shall be on a voluntary basis, provided a sufficient number of employees within the applicable work group volunteer for the four (4) ten (10) hour work schedule. If there are not enough volunteers to meet the requirements of the service the schedules shall be assigned.
- B. Employees may take a one (1) hour or 1/2 hour lunch period with supervisory approval. Travel time is included in the one hour or 1/2 hour lunch period.

C. Tour differentials will not be applicable to four (4) ten (10) hour days excluding any third shift schedule.

D. The Company shall provide as much notice as possible for a shift change no less than 14 days.

ARTICLE 10 DIFFERENTIALS

Section 10.1 - Tour Differential

A night differential shall be paid for all regular hours worked after 8:00 p.m. and before 6:00 a.m. The night differential shall be \$2.75 per hour. Night differential does not apply to hours of work when overtime time is paid.

Section 10.2 - Differentials for Employees Temporarily Assigned to Act as Supervisors

Employees who are assigned to act as a temporary supervisor shall be paid a \$10.00 per tour differential. A temporary supervisor shall be appointed to replace a management employee who is absent due to PTO, disability, training or Company business. Assignment as a temporary supervisor shall not exempt an employee from performing the normal duties associated with his/her classification.

Section 10.3 - Rest Period

Employees working 16 or more hours during the 24 hour period immediately preceding the start of their next scheduled tour of duty will be entitled to an eight hour rest period prior to the start of their next scheduled tour. If an employee chooses not to report to work until their full eight hour rest period has expired, the Company will work with the employee to modify their tour that day to provide an opportunity to complete their 8 or 10 hour tour. If the modification cannot be fully accommodated during that tour, the Company will work with the employee to modify a subsequent tour(s) in that calendar week to provide the opportunity to satisfy the 8 or 10 hour tour that was incomplete. Should an employee be unable to modify a subsequent tour(s) during the calendar week to complete their modified tour, he shall be paid no more than **four** hours at the base rate for those lost rest period hours. Should the Company require an employee to report back to work before the full eight hour rest period has elapsed; the employee shall be paid 1-1/2 times the

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regular rate of pay for all hours worked within the eight hours of the rest period.

ARTICLE 11 OVERTIME

Section 11.1 – Overtime and Sunday Payments

The Company maintains the right to require overtime work of all employees. Overtime work including call outs, is a condition of employment and employees have a responsibility to work overtime when requested in order to meet service requirements.

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The overtime rate is one and one-half (1.5) times the basic hourly rate of pay and is paid under the following conditions:

- (a) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek.**
- (b) All hours worked on Sundays.**
- (c) All call out hours worked and those call out hours not worked which make up the minimum requirement threshold listed in Article 20.**

The following hours will be considered as hours worked and will count toward the weekly overtime calculation described in (a) and (b) above:

- Approved or Scheduled PTO.**
- First 8 hours worked or not worked on a recognized holiday.**
- First 8 hours worked on a scheduled Sunday.**
- Paid rest period hours.**
- Paid union time off for joint meetings with the Company.**

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

- **Bereavement, jury duty, witness duty, short-term disability (STD), workers' compensation, military, unapproved or unscheduled PTO, and any other paid time off not listed above.**
- **Any non-paid time off, including non-paid union time.**
- **Any call out hours (worked or those call out hours not worked which make up the minimum requirement threshold).**
- **Any hours worked over 40 in a workweek already paid at the overtime rate.**

The Company will attempt to provide employees with as much advance notice as possible of the need to work overtime. In the event overtime is required, the Company will ask for volunteers within the job classification to meet the overtime need. If not enough volunteers are obtained, the Company may require mandatory overtime. The Company shall make every attempt to avoid same day mandatory overtime. **In the event that same day mandatory overtime is necessary, the Company will attempt to notify affected employees at least 2 hours prior to the end of the regularly scheduled tour.** If all employees are not needed for mandatory overtime, the overtime shall be assigned to the most senior volunteer in the job classification required based on geographical efficiencies. If there are no volunteers the least senior employee in that job classification shall be assigned based on geographical efficiencies.

ARTICLE 12 HOLIDAYS

Section 12.1 - Holidays

Eligibility

Regular full-time employees shall receive eight hours base pay for the holidays listed that are not worked. To receive pay for time off on a designated holiday an employee is required to work the entire last scheduled day prior to the holiday as well as the entire first scheduled workday after the holiday unless the absence is approved PTO. If a paid holiday is observed while on STD, the employee will receive STD pay and not holiday pay for that day.

An employee scheduled to work on the Company holiday that fails to report for work and/or fails to work the full shift, will receive payment for hours worked, but no payment for the holiday.

Recognized Holidays

The following holidays are recognized and observed by the Company:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The Company will determine which days the business will be closed for the holidays. In most cases, that day will be the actual holiday. In some cases, the holiday may be on a different day than the actual holiday.

As a general rule, if an actual holiday falls on a Saturday, the holiday will be observed on a Friday. If the actual holiday will be on a Sunday, the holiday will be observed on a Monday. The Company does retain the right to adjust holidays differently.

Section 12.2 - Holiday Pay

Pay Treatment

Employees who are scheduled to work on a designated holiday will receive one and one-half times (1.5) their regular hourly rate of pay for hours actually worked on the designated holiday in addition to the holiday pay.

Section 12.3 - Holiday Selection

Holiday Selection

- A. When the Company intends to work a holiday, the Company will post notification **10 days prior to the selected holiday. In the event the Company fails to post such notification within the 10 day time frame, those affected employees required to work the holiday will be given an additional day in the future to be used as a personal floating holiday in the same calendar year. Such floating holiday will be scheduled upon mutual agreement of both the employee affected and the Company.**
- B. **The Company will solicit volunteers to work the selected holiday.** Volunteers will be assigned in seniority order. In the event there are

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no volunteers or insufficient volunteers, employees will be scheduled to work the holiday by inverse seniority.

- C. Employees scheduled to work will have the option to trade if needed.
- D. Holidays may be changed from time to time in order to meet service requirements. The Company will provide the affected employee at least 24 hours advance notice whenever possible of the effective date of the change in any previously posted or furnished holiday schedule.

ARTICLE 13 PAID TIME OFF (PTO)

Section 13.1 - PTO

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 service requirements.

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 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 13.2 - PTO Accrual

Regular Full-Time employees will earn PTO based on their cumulative length of continuous service as shown in the following schedule.

Regular Part-Time employees will earn PTO based on their cumulative length of continuous service and on the basis of hours worked in relation to 2,080 hours per year.

The number of PTO hours an employee accrues each biweekly pay period is based on length of service. The accrual rate schedule (in hours and minutes) for regular full-time employees is outlined below.

Years of Service	Bi-weekly Accrual Rate (Hours:Minutes)*	Annual Maximum Accrual
0-4	5.54 (5:32)	144
5-9	7.08 (7:05)	184
10-14	7.85 (7:51)	204
15-19	8.62 (8:37)	224
20-24	9.38 (9:23)	244
25+	10.15 (10:09)	264

Accrual rates change to the next higher rate the first pay period following a milestone anniversary (e.g. 5, 10, 15, 20, 25 years).

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Section 13.3 - Use of PTO

Accrued hours may be used in the pay period in which they are credited to the employee's PTO bank.

In addition, regular full time employees may use up to eighty (80) hours of PTO before the hours are accrued each year. Employees will not be able to use more hours in a calendar year than they are eligible to accrue. The use of hours before they are accrued is optional to employees, unless the hours are to be used for the first five days prior to short-term disability. The first five days of absence prior to STD must be paid from PTO hours, whether accrued or not yet accrued. Only PTO hours that have been accrued may be used to supplement Short Term Disability pay.

PTO will not accrue for any pay period during which the employee is on unpaid leave for the entire pay period, layoff status or receiving benefits from the Company's Long Term Disability Plan (LTD).

Scheduled PTO are those hours selected by the employee in accordance with the PTO selection process or hours requested by the employee and approved by management.

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Unscheduled PTO are those hours that are not pre-scheduled and are requested by the employee and not approved by management. Management shall not reasonably withhold such approval, however, the Company may impose limitations, which in its opinion, are necessary because of service requirements.

Unscheduled PTO taken by an employee for pay purposes only may result in an employee receiving an occurrence/tardy against their attendance according to the attendance policy.

Section 13.4 - PTO Carryover

Employees will be allowed to carry over up to 40 hours of accrued unused PTO **into the next year**. Any **carryover** hours not used by 12/31 **of the next year** will be forfeited.

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Section 13.5 - PTO Payout at Termination

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

Section 13.6 - Holiday Pay and Illness during PTO

PTO and Holiday Pay - If a paid holiday is observed while an employee is on PTO, the employee will receive holiday pay for that day instead of PTO benefits, provided the employee is in a paid status the entire day prior to the holiday as well as the entire first scheduled workday after the holiday.

Illness during Scheduled PTO - If employee is on PTO for vacation purposes and suffers a disability that extends beyond five (5) work days (40 hours) the employee is expected to notify immediate supervisor as soon as possible. Employee's absence may be paid from the STD plan upon completion and approval of the Short Term Disability (STD) Plan paperwork.

Section 13.7 - PTO Scheduling – Bedford

A. PTO selections will be chosen annually prior to December 31st for the following year. **The PTO schedules will be as follows:**

- 1. Business Svc Tech – Bedford – one schedule**
- 2. Cable Tech –one schedule**
- 3. Network Tech – Bedford/Martinsburg – one schedule**
- 4. Customer Svc Tech – 3 schedules – (1) Bedford, (2) Martinsburg, (3) Ft. Littleton**

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All schedules are based on service requirements and changes to the schedules will be made by the Company and will be discussed with the Union prior to implementing such changes.

- B. PTO selections shall be on the basis of full calendar weeks, days or hourly increments. Employees will schedule their PTO time **in accordance with local management direction**. PTO taken a day or days at a time is subject to the following conditions:
1. PTO schedules for the following year will be distributed by the Company prior to November 15th.
 2. Initial PTO selections will be done in seniority order allowing each employee to schedule up to two (2) PTO weeks in the first round.
 3. The second round of full week PTO selection will be done in seniority order and will allow the scheduling of the remainder of full weeks' selections.
 4. The third round of PTO selection will be in seniority order and will allow for the selection of remainder of PTO days.
 5. PTO schedules will be posted by the Company after all assignments have been completed, but not later than January 15th.
 6. After the posting of the PTO schedule, PTO requests will be honored on a first come, first serve basis.
- C. If 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.
- D. The Company reserves the right to cancel scheduled PTO time for service requirements or if a state of emergency or natural disaster occurs during an employee's scheduled PTO time. Employees shall be notified as soon as possible, but at least 48 hours before the PTO is scheduled to start. Should employees PTO be canceled by the Company, the employee will have the option to reschedule their PTO time. If unable to reschedule for a desired time, the employee will be paid for the unused PTO time.

Before canceling an employee's vacation the Company shall determine if the employee will suffer any loss due to travel expenses or deposits.

The employee will be made whole at the Company's discretion by either allowing the employee to take the vacation or paying the loss.

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ARTICLE 14 PROFESSIONAL WEAR

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 inches in diameter designating affiliation with the CWA and not derogatory of the Company or personnel, may be worn with the uniform and will not cover the Company logo.

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

ARTICLE 15 CROSS JURISDICTION

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 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 16 PAY ALLOWANCES FOR ABSENT TIME

Section 16.1 - Jury Duty

Any full-time employee who is lawfully summoned to serve on jury duty shall be paid by the Company at his base rate of pay, for all time necessarily consumed in performing such service, providing the employee immediately notifies his/her supervisor upon being served with the summons. To be eligible for this benefit, employees who are dismissed or released from their summons on any day prior to the end of their scheduled tour, shall immediately contact his/her supervisor for instruction.

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Section 16.2 - Bereavement

In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative in the following manner:

Up to five scheduled workdays for the following immediate family members: spouse, domestic partner, father, mother, son, daughter (includes step-parents and step children and parents and children of domestic partner).

Up to three scheduled workdays for the following immediate family members: brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, and uncle.

Section 16.3 - Military

The Company provides military leaves of absence to employees who participate in military reserve training and involuntary call-ups due to national emergencies and Presidential declarations of military action. The Century Link military leave provides pay differential and continued benefits, as well as ensuring that employees' jobs are protected as required by the law. If you take military training leave, CenturyLink will pay the

difference between your CenturyLink base pay and military base pay up to a maximum of two work weeks each calendar year for Reserve and National Guard training.

If you take military leave based on an involuntary call to active duty due to national emergencies and Presidential declarations of military action, the Century Link Military Leave Policy will apply.

Section 16.4 - Administrative/Personal Leave

An Administrative/Personal Leave of absence without pay may be granted to an employee by the Company in its sole discretion and in accordance with the Company's Leaves of Absence Policy. Administrative/Personal leaves may only be requested for an absence of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days **in any rolling 12 month period**. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. Any employee must have a minimum of six (6) months service to be eligible for an Administrative/Personal Leave. All available PTO hours must be exhausted prior to going into unpaid status while on Administrative/Personal Leave.

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Section 16.5 - 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 the law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company's Leaves of Absence Policy.

Section 16.6 - 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 illness or injuries. This includes all on- and off-the-job illnesses and injuries. Except as otherwise allowed by law, disability leaves will be administered in accordance with the Company's Leaves of Absence Policy. Employees on disability leave may qualify for benefits under several Company plans (PTO/Vacation, Worker's Compensation, Short Term Disability, Long Term Disability) subject to all of the policies and rules governing eligibility and use of such benefits.

ARTICLE 17 SHORT TERM DISABILITY

The Company agrees to provide Short Term Disability (STD) benefits for all regular full-time employees with one or more years of service on a non-contributory basis. Employees with less than one year of service or part-time employees are not eligible for STD benefits. The administration of STD leaves, including the application process and timelines, notice requirements, eligibility rules, 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 regular 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 eighth (8th) 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 a non-occupational disability related absence (STD waiting period). The employee must use all available PTO hours before hours can be taken unpaid, except in situation where FMLA covered absences to care for covered relatives will exceed five consecutive days. 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. If an employee does not have available PTO hours, those hours for which PTO is not available shall be non-paid.

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 Plan. The Plan Administrator 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 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.

STD benefits may be paid for each period of disability that extends beyond STD waiting period up to a maximum of 9 months. **Effective 1/1/2019, STD benefits may be paid for each period of disability that extends beyond STD waiting period up to a maximum of 6 months.** The STD benefit is paid at 70% of "base rate pay". Base rate pay for the purpose of determining the appropriate STD benefit will be based on the rate of pay in effect on the last regular scheduled workday prior to cessation of active work. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

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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.

Worker's Compensation

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 **Workers' Compensation Supplement Pay or WCSP** equal to 70% 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 for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.

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An employee is never entitled to more than 70% of regular base pay while absent due to an on-the job injury. Any overpayments made by receiving both **WCSP** salary continuation and Worker's Compensation benefit payments in excess of 70% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.

WCSP payments of salary continuation benefits will be in accordance with the CenturyLink Disability Plan (the "Plan") and shall cease upon the earlier of a) an employee's retirement, b) discharge for just cause, or c) when employment would otherwise terminate because of reduction in force.

ARTICLE 18 HEALTH AND WELFARE BENEFITS

Effective 10/24/16, 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 provide the Union with sixty (60) days advance notice of any amendments, changes, or terminations to the various plans. At the request of the Union the parties will meet to discuss, but not negotiate such 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.

Voluntary Benefits Program

Effective 10/24/16, and continuing for the life of this Agreement, the company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.

It is understood that employees will be responsible for the entire cost for each component of the Voluntary 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 agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agents(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 or all 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 of the Company.

ARTICLE 19 REIMBURSEMENTS

Section 19.1 - Reimbursement of Incidental Expenses

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 19.2 - Telephone Concession Plan

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

It is recognized that the Company has the right to amend, modify wholly or in part this plan, so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

Section 19.3 - Tuition Assistance Program

The Company agrees, to include employees in the Tuition Assistance program in accordance with the Company policy. The Company also reserves the right to modify or terminate any one or all of the various components of the Tuition Assistance program at any time, so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees of the Company.

ARTICLE 20 CALL OUT TIME

Call Out is a condition of employment and occurs in response to service failures, emergency conditions or case of customer trouble. Call out will be paid to an employee who is required to work hours not contiguous to his/her regularly scheduled shift. Employees are required to be available and accept call out. The use of an answering machine or a ring/no answer when called will be considered unavailability for call out.

The employee must actually perform the work in order to be paid the call out. The employee will be paid one and one-half times (1.5x) his/her regular hourly rate for actual hours worked with a minimum of two (2) hours. Subsequent call outs within the initial two hour minimum are not subject to additional pay until the employee has worked beyond the initial two hour minimum. **If an employee accepts a call out and leaves his/her residence and the call out subsequently gets cancelled, such time shall be considered work performed and shall be eligible for the minimum call out time.** Hours worked beyond the initial two hour minimum would continue at the rate of one and one-half time (1.5x) the employee's base rate. Subsequent call outs beyond the initial two hour minimum are subject to another two hour minimum.

Call out **time** shall be computed from the time the employee leaves his/her residence to the time the employee returns to his/her residence.

No other differentials are paid during call out hours. Call out hours do not count toward the overtime calculation and are not subject to additional premium payments.

ARTICLE 21 STAND-BY

The assignment of stand-by periods will be at the discretion of the Company.

Stand-by will be rotated among all qualified employees in a geographic area by work group as defined by the Company. During the period of stand-by, the employee will be available to take all calls and report to a job site as needed. Employees may swap or pick up standby assignments with other qualified employees by notifying their supervisor.

Employees who are designated for stand-by will be utilized in any company location where he/she is qualified to perform the work. The stand-by technician will be contacted by telephone and will be available to respond to the trouble within an hour. Any employee who fails to respond during their assigned stand-by-period will forfeit stand-by pay for that day in which no response was made. He/she will be paid for the remainder of the assigned period.

During periods of stand-by, the employee may be assigned to a vehicle for business purposes only. If assigned a vehicle, the vehicle must be kept at the employee's place of residence and parked off the public street when possible. If the vehicle cannot be kept at the employee's place of residence

due to an ordinance or other regulation, it may be parked at the nearest Company-approved location(s). Employees on stand-by are responsible for ensuring Company vehicles are properly maintained.

The stand-by period typically be for a seven (7) day period, beginning Monday 8:00 AM through the following Monday 8:00AM. Occasional stand-by periods for other lengths of time may be required under unusual special circumstances or upon service requirements.

The Stand-by rotation list will be **created after the annual vacation selection takes place. Employees selecting PTO during initial vacation selection will not be scheduled standby during those weeks. Employees may volunteer for additional standby assignments. In the event of insufficient volunteers to cover an open standby assignment, the least senior employee in the job title shall be required to pick up the assignment.**

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The standby pay treatment will be as follows: **\$210 per week and an additional \$30 if a holiday falls during the standby assignment.**

Standby differential may be paid on a daily or weekly basis. All call out pay procedures will apply to standby assignments.

ARTICLE 22 GRIEVANCE PROCEDURE

1. For purposes of this agreement, the term "Grievance" means any complaint or dispute between the Company and the Union or between the Company and any employee concerning the interpretation or application of this agreement or any claim or breach or violation of this agreement or concerning any claim of disciplinary action or discharge taken against an employee without just cause. If any step is not taken within the time specified, unless the delay is caused by the Company, the grievances will be considered as settled. No grievance shall be eligible for handling hereunder unless filed, during the term of Agreement, in compliance with this Article and within the time limits and according to the procedures established in this Article unless there is a mutual agreement by both parties. Grievances not so presented or processed shall be considered waived by the Union.

Each grievance shall briefly describe the specific matters complained of in sufficient detail that dates, time(s) if pertinent, occurrences, and the nature of the circumstances causing the grievance can be identified readily. The names and locations of employees concerned

shall also be given where the grievance relates to specific employees as opposed to a general complaint. There shall also be a statement as to the specific section(s) of this Agreement believed to have been violated or misinterpreted and the desired remedy.

When a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance directly with the aggrieved employee or group of employees except as authorized by this Article or with the consent of the Union. The provisions of this section shall not prevent either party from discussing a grievance at any level of the grievance procedure in order to settle the grievance.

STEP 1

Grievances shall be presented in writing to the employee's Supervisor within ten (10) calendar days after the employee has knowledge of the event. The grievance shall set forth the facts involved and the specific section(s) of this Agreement believed to have been violated or misinterpreted and the desired remedy. Present at the Step 1 meeting shall be no more than two local Union representatives or designees. The immediate supervisor shall give his/her answer in writing to the union representative within ten (10) calendar days after the step one meeting.

STEP 2

If the grievance is not settled in STEP 1, the Union representative may appeal the grievance to the designated Labor Relations representative within fifteen (15) calendar days after receiving the supervisor's written answer in STEP 1. The designated Labor Relations representative and the Local 13000 Regional Vice President shall arrange a meeting between the Union and the appropriate Labor Relations/Company representatives within thirty (30) calendar days of receipt of the Union appeal for a STEP 2 meeting. If mutually agreed upon, meeting may be held via conference call to expedite timelines based on availability of the parties involved. Present at the step two meeting will be the Local 13000 Regional Vice President, the grievant and one other Union representative and two representatives of the Company and/ or Labor Relations. The Company's answer will be in writing to the Union within fifteen (15) calendar days after the STEP 2 meeting.

Either party to this agreement upon mutual agreement shall be permitted to call employee witnesses at this step of the grievance procedure.

If the dispute cannot satisfactorily be adjusted in Step 2, the dispute or grievance may be submitted to arbitration.

2. Nothing in this agreement shall restrict the right of an individual employee to adjust any grievance with the Company, provided such adjustment is not inconsistent with the terms of this agreement and provided a representative of the Union has been given the opportunity to be present. Employees will have the right to Union representation upon request.
3. Nothing in this agreement shall restrict the Company from questioning employees **in the presence of a Union Representative** to ascertain information pertinent to the grievance. **R**
4. Any grievance relating to a suspension or discharge must be presented to the designated Labor Relations Representative by the close of the fifteenth (15th) calendar day following the day on which such action is taken. Such grievances shall then be processed beginning with STEP 2 of the grievance procedure; the first meeting of the Company and the Union to be held within fifteen (15) calendar days after the filing of the grievance. If, as a result of the processing under the grievance procedure, it is mutually agreed that the disciplined employee has been justly dealt with, then the action shall be final.
5. Where a grievance is not appealed by either party to the next higher step within the prescribed time limits or where a grievance is not presented in the manner provided for, it shall be barred from further proceedings and considered closed.
6. No extension of time limits as provided for shall be allowed except by mutual Agreement of both parties in writing.
7. In the event that the Company believes itself to be the aggrieved party, it shall present its grievance in writing to the Union President. The committee shall immediately proceed to meet with Company representatives, to the effect settlement of the grievance, within fifteen (15) calendar days of receiving the grievance. The Unit President shall provide a written response to the designated management representative within fifteen (15) calendar days of said meeting. If settlement of the grievance cannot be reached, the grievance may be submitted to arbitration.

ARTICLE 23 ARBITRATION

1. All grievances which are not satisfactorily resolved in the Grievance Procedure may be submitted to arbitration by either party if the violation occurred while the agreement is in effect. For a grievance to be considered for arbitration, the request for arbitration must be submitted, in writing, to the Federal Mediation Conciliation Service (FMCS) within thirty (30) days of receipt of the final written answer to the grievance provided for in the Grievance Procedure.
2. The Union shall submit a written request for a panel of seven (7) members of the National Academy of Arbitrators to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's designated Labor Relations representative, within ten (10) workdays after the demand for arbitration. After receiving the list of arbitrators, and within five (5) workdays of its receipt, an arbitrator shall be selected by each party alternately striking from the list of seven (7) names. The Union, as the moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.
3. The jurisdiction and authority of the arbitrator and his opinion and award shall be strictly limited to interpretation of the written provisions of this Agreement. The arbitrator shall have no powers to add to, subtract from or in any way modify the terms of this Agreement.
4. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall only have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole. With respect to wages "make whole" means reimbursing the individual for basic wages they would have made if employment had been continuous at the employee's regular straight time wage rate not including any overtime or premium payments that the employee would have been entitled to if employment would have been continuous. Deductions will be made for interim earnings, Workers Compensation, Unemployment Compensation, other employment or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged during that period. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no

circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as PTO) for more than fifteen (15) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.

5. 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.
6. Each party will bear the expenses of presenting and preparing its own case, including legal fees. Compensation and expenses of the arbitrator shall be borne equally by the Company and Union.

ARTICLE 24 CONTRACTING

It is agreed that because of the nature of the Employer's business, function, operation, processing or service of the Employer in this Agreement may be subcontracted, provided such shall not result in the layoff or the reduction of the regular work day or regular work week of any regular full-time employees who perform the work being subcontracted on a daily basis.

ARTICLE 25 LAYOFFS

Section 25.1 - Layoffs -Bedford District

The Company shall determine the necessity for and extent of any work force reduction and the Company will provide the Union and the employees affected with at least thirty (30) days advanced notification prior to the layoff. The procedures set forth in this Article shall be applied.

Before any layoffs occur, contractors performing the same work on a daily basis in that job classification will be laid off first.

Employees laid off under the provisions of this Article will continue to receive medical and dental through the end of the month in which the layoff occurs.

Work force reductions will be done by job classification and by inverse order of bargaining unit seniority. An employee who is designated for layoff may request to transfer to another job classification within the bargaining unit provided that all of the following qualifications are met.

- A. The job is vacant and at the Company's option will be filled or, the incumbent employee has less bargaining unit seniority than the employee designated for layoff.
- B. Transfers may only occur on a lateral or downward basis as determined by the wage schedules of the job classifications.
- C. The transferring employee must have previously held the job title and must meet the qualifications required to satisfactorily perform the new job with a minimum amount of on-the-job training and familiarization (defined as 40 hours or less). If formal classroom training is required to perform the work, the employee will not be eligible to transfer. The Company may give consideration to employees who have performed the duties satisfactorily and are otherwise qualified.
- D. In all cases, the most senior employee requesting a transfer must displace the least senior employee in the job classification to which he/she is requesting to transfer.

Employees affected by a work force reduction, who elect not to transfer, shall be separated without loss of recall rights and severance pay.

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Section 25.2 - Recall

- A. When rehiring in any **full-time** occupational title following a layoff, the Company will first offer the job to the most senior employee who meets the job's requirements defined in Article 25, Layoffs, and who was transferred or laid off from that classification due to the layoff. Refusal by an employee to accept reassignment to his/her pre-layoff positions will relieve the Company obligation to offer such future assignments to the employee. If there is no such employee who was so transferred, then the Company will offer reemployment to those employees who have been laid off in that classification in the inverse order in which said employees were laid off.

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The Company will have fulfilled its obligation hereunder with respect to any laid off employee, by offering reemployment by certified mail

addressed to the laid off employee's latest address as shown by the records of the Company. Any such laid off employee must respond within seven (7) calendar days after the date of the offer; otherwise, the laid off employee shall be deemed to have refused reemployment and the Company's obligation under this Article shall be terminated.

Unavailability for reemployment within fourteen (14) calendar days after the date of the offer will result in the forfeiture of remaining layoff allowance, recall rights and any other benefit.

There shall be no obligation to offer re-employment to any employee who has been laid off more than nine (9) months. It shall be the responsibility of laid off employees to inform the Company of changes in address.

- B. Any laid off employees offered re-employment must be able to meet the requirements of the available job at the time such offer is made without physical restrictions or formal training.

Section 25.3 - Severance

Eligible employees will receive 4 weeks plus one additional week for each completed recognized service year 1-9, plus 3 additional weeks for each completed recognized service year 10-14, plus 4 additional weeks for each completed recognized service year 15 plus with a minimum of 4 weeks and a maximum of 40 weeks of pay equal the employee's weekly base salary or wages as of the employee's last day of work (excluding overtime or bonus compensation) multiplied times the following number of weeks of severance pay:

- A. Service must be continuous as dated by the system service date. Fractional parts of years amounting to less than 6 months are disregarded. Fractions of 6 months or more are counted as a full year. Layoff allowance applies only to regular, full-time employees, and is paid out in a lump sum as indicated below.
- B. The layoff allowance of a returning employee ceases beginning the first day the employee is scheduled to return to work recall. If an employee, who has been laid off and paid a layoff, is subsequently reemployed and again laid off, the layoff in the case of the subsequent layoff(s) is based upon the employee's aggregate length of service minus the number of weeks of layoff allowance paid on a previous layoff(s). The deductible is not applicable after 5 continuous years of reinstatement.

C. The table below illustrates the number of weeks of severance allowance based on years of service completed as of the date of the Reduction in Force.

Years of Service	Weeks of Severance	Years of Service	Weeks of Severance
0	4	9	13
1	5	10	16
2	6	11	19
3	7	12	22
4	8	13	25
5	9	14	28
6	10	15	32
7	11	16	36
8	12	17+	40

All severance allowances, as indicated above, will be paid out in a lump sum amount and benefit continuation shall cease on the employee's last day worked. However, healthcare benefits will continue through the end of the month of the employee's last day worked.

**ARTICLE 26
EMPLOYEE INCOME PROTECTION PLAN**

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

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1. The Company in its sole discretion may offer EIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.
2. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing

and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.

3. Employees who elect to receive benefits under the provisions of this Section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.
 4. If an employee voluntarily accepts EIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on the scheduled last day worked for EIPP designation regardless of the anticipated release date by the physician.
- 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 amount of Employee Income Protection benefits payable shall be a total of \$27,600. Employees may elect to receive the total benefits 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

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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 27 CONSOLIDATION OF OPERATIONS

The Company shall have the exclusive right to consolidate or transfer bargaining unit work outside the jurisdiction of this Agreement. The Company will advise the Union at least 2 weeks in advance of its intention to consolidate or transfer work prior to implementing such changes. If the consolidation or transfer of work results in the layoff or reassignment of employees, impacted employees will be entitled to all rights outlined in the layoff Article of this Agreement.

ARTICLE 28 HEALTH AND SAFETY

Section 28.1 - Safety Equipment and Training

The Company and the Union recognize the importance of maintaining healthy and safe work conditions and both will cooperate to that end. The company agrees to maintain safe, sanitary and healthful conditions in all work areas and adhere to all applicable Federal, State and County laws pertaining to the health and safety of employees. All employees will be made aware of and fully comply with the Company's Safety Practices, and OSHA standards.

- A. The Company will provide safety equipment and training to all employees pursuant to Company policy and required by OSHA standards. The Company will provide ladder chocks and ladder straps, or equivalent, to all employees in the field.

Section 28.2 - Safe Working Conditions

The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employee

with regard to the prevention of accidents/ injury. Safety concerns should be addressed by the employee to his/her supervisor on an as needed basis.

Cooperation is required of the Company and the employees in promoting safety, through participation in safety meetings, lectures, training classes and education.

Section 28.3 - Safety Conditions and Concerns

Employees shall not be required to perform field work duties where, based on the totality of the circumstances at the assigned work location, the performance thereof would unreasonably subject them to injury, illness or jeopardy. Employees shall be required to bring all such conditions and concerns immediately to their immediate supervisor and/or other designated non-unit management representative and request assistance and direction.

Section 28.4 - Safety Footwear

The Company will reimburse employees who are required by the Company to wear safety footwear up to a maximum of \$200.00 over the life of the agreement upon presentation of receipts.

Effective October 1, **2019** employees in certain job titles and work environments (typically field operations, construction, warehouse and central office environments) must regularly wear safety footwear (safety shoes/boots) that meets the current national standard, ASTM F2413-05 Class 75 (Impact-75/ Compression-75). (ANSI Z1 4 1999 footwear is still allowed to be worn as long as the footwear is in good serviceable condition, as determined by the Company). The Company, in its sole discretion, and in accordance with OSHA standards, will identify the job titles and work environments in which employees will be required to wear safety footwear.

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

Since safety footwear can be utilized both on and off the job, employees are responsible for the purchase and maintenance of their safety footwear.

For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

Section 28.5 - 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 October 24, 2016, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following.

1. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.
2. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision 'correction.'
3. The Company shall determine the supplier(s) for the procurement of prescription safety eyewear and reserves its right to identify the approved safety frame styles, lens materials, lens options and allowable optional upgrades. Each order for prescription safety glasses will include detachable side shields.
4. The Company contribution for prescription safety eyewear will only be provided through the designated supplier(s) for the procurement of prescription safety glasses. There will be no company contribution, subsidy or reimbursement for prescription safety glasses obtained outside of the designated supplier(s).

This supplier will bill the Company for the \$75 annual maximum contribution and the remainder of the expense for prescription safety glasses, if any, will be paid by the employee. Employees will be responsible for the cost of prescription safety glasses above the Company's annual contribution for additional or replacement pairs of prescription safety glasses, including frames and/or lenses. Employees will also be responsible for the cost of eye examinations. Specialty safety eyewear that does not include a vision correction will be excluded from the company contribution for prescription safety eyewear.

The Company will make available, at no cost, non-prescription safety eyewear. Choices of non-prescription safety eyewear are available to employees through the SAP/CART ordering process.

Section 28.6 - Inclement Weather

Employees are expected to take all reasonable actions to report to work as scheduled during inclement weather or in the event of a business disruption because of equipment failure or other catastrophic conditions. When employees report to work and because of inclement weather or service disruptions are, in the opinion of the supervisor, unable to safely perform their regular work, they may be assigned such other work as may be available.

Employees who report for work and who, because of unsatisfactory or unsafe working conditions that are beyond the control of the Company, are unable to be assigned any other work shall be paid **for the remainder of the day. If work is available and employees elect to leave for the day, the employee shall use available PTO.**

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If employees choose not to report to work due to inclement weather, they must use available PTO time.

ARTICLE 29 RETIREMENT SAVINGS PLAN

SAVINGS AGREEMENT

Between United Telephone Company of Pennsylvania **Bedford**
and
Communications Workers of America, Local 13000

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

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that the 401(k) Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the 401(k) Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said 401(k) Plan, or to administer said 401(k) Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the 401(k) Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company agrees to notify the Union of any such action.

SECTION 1: CENTURYLINK UNION 401(K) PLAN

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

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

SECTION 2: EMPLOYEE CONTRIBUTIONS

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

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(b) Catch-up contributions **shall continue to be allowed as defined in the Plan document. Such bi-weekly wage deduction 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.**

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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) The Company may contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

ARTICLE 30 WORK RULES-SAFETY POLICIES

Absent language in the contract the Company may from time to time establish, change and/or withdraw work and safety policies and rules as it deems necessary or appropriate including but not limited to , policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, conflicts of interest, visitors, outside employment, smoking, confidential information, alcohol and drugs, use of vehicles on Company business, and reimbursement for business related expenses.

ARTICLE 31 VEHICLES/TOOLS

Section 31.1 - Vehicles

During off duty hours, Company vehicles must be locked and parked in the most secure location available. Management will determine the location of the vehicle during PTO periods. The Company will be responsible for damages incurred due to vandalism, theft and an act of God, providing the vehicle was properly secured.

Routine maintenance and repair of Company vehicles will be coordinated with management. Break downs and major repairs will be handled in the most expedient manner.

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, drugs or firearms will be permitted in Company vehicles.

Employees 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 on non-paid time.

An employee on call may continue the option to keep and maintain their assigned Employer vehicle at their residence of record, after hours, for each day on which they are on standby.

Section 31.2 - Tools

Tools required by employees in the performance of their duties will be furnished by the Company. All tools so furnished will be and remain the property of the Company. Employees who are furnished tools by the company will be held responsible for the proper use, maintenance, and care of such tools, and will be held accountable for the cost of such tools as are lost or damaged because of improper care on their part.

It is understood that any tools lost or stolen due to the proven negligence; or damaged due to abuse of any employee, will be replaced by the employee and not the Company. Any tool or equipment purchased as a capitol expense (cost more than \$2000.00) shall be replaced at the depreciated value of the tool or equipment at the time of loss.

In the future if the Company identifies a secure location to store equipment that is not used on a regular basis the company shall notify employees.

Reimbursement may be by payroll deduction at the employee's option. In no case shall be-weekly payments exceed 10% of employee's base pay by voluntary waiver.

ARTICLE 32 WORK FORCE ADJUSTMENTS

Work force adjustments shall be based on service needs. Where the Company has determined a need to reduce a job classification in one reporting location and increase it in another reporting location within the bargaining unit the Company will give consideration to volunteers on the basis of qualifications and seniority in the reporting location being reduced and transfer the required number of qualified employees to the reporting location being increased. If there are not enough volunteers the Company may transfer the required number of qualified least senior employees to the reporting location being increased.

ARTICLE 33 LEGALITY OF PROVISIONS

In the event any of the Articles of this Agreement or any portions thereof shall be declared unlawful under any existing or future state or federal law, that Article, or portion thereof, declared illegal shall be considered null and void, but the remainder of this Agreement shall remain in full force and effect.

ARTICLE 34
DURATION OF AGREEMENT

This Agreement shall become effective as of **October 25, 2016** and continue in full force and effect through **September 30, 2019** and shall continue in full force and effect from year to year thereafter unless one (1) of the parties shall notify the other at least sixty (60) days prior to the expiration of the then current term of its desire to terminate, modify, amend or change the same.

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ARTICLE 35
RECOGNITION AND INCENTIVE PROGRAMS

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 rights. If, and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

It is agreed and understood that all customer contact employees shall be required to make referrals of Company products and services and perform informal and direct sales work as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program

ARTICLE 36
STRIKES-LOCKOUTS

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.

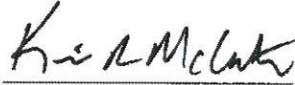
During the term of this Agreement, the Company will not cause or engage in any lockout of its employees. In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee engaging in any activity in violation of the above shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and by their duly authorized representatives this 25th day of October, 2016.

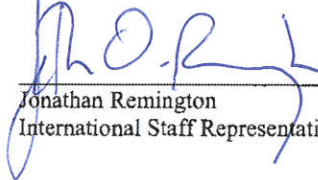
APPROVED BY:

United Telephone Company of
Pennsylvania



Kevin McCarter
Region President
East Region

Communications Workers of
America



Jonathan Remington
International Staff Representative



Michael Lynch
Director
Labor Relations

Company Negotiating
Committee:

Joseph A. Basile
Jennifer Franklin
Bill Wise

Union Negotiating Committee:

Jonathan Remington
Jeff Reamer
Scott Brown
Matt Sandman

**Memorandum of Agreement
Between
United Telephone Company of Pennsylvania, d/b/a CenturyLink
and
The Communications Workers of America**

Voluntary Termination

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It is mutually agreed between the Company and the Union, that if there is a need to adjust the work force, the below Voluntary Termination plan will be effect through 12/31/17.

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

Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Section 25.3 of this Agreement that would be provided to the least senior employee in the affected job title and location and will receive all other entitlements due them.

The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth herein if it deems appropriate. In the event the Company decides to offer an enhanced voluntary termination payment, the Company shall communicate its intentions and the details of the enhancement to the Union prior to extending any offer to employees. The Company will discuss with the Union in advance the locations and titles and employees who will receive such offer. The Company will also provide to the Union the list of successful candidates prior to informing employees.

Employees electing to receive benefits under the provisions of this section shall not be entitled to other payments under this agreement but shall be entitled to those benefits applicable to retirees, if the

employee elects to retire. No employee shall be required to retire in order to receive voluntary termination.

Unless the parties agree to extend the Voluntary Termination plan beyond 2017, then the newly agreed upon Employee Income Protection Plan (EIPP) will govern.

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Joseph A. Basile
Labor Relations Negotiator



Jonathan Remington
International Staff Representative

CENTURYLINK **EXHIBIT A**
WAGE SCHEDULE - 13000B - Bedford, PA
EFFECTIVE: October 25, 2016*

STEP	WAGE SCHEDULE	
	B01	B02
Start	\$17.84	\$18.63
6 Months	\$18.82	\$19.68
12 Months	\$19.87	\$20.76
18 Months	\$20.98	\$21.93
24 Months	\$22.16	\$23.16
30 Months	\$23.43	\$24.49
36 Months	\$25.03	\$26.17
42 Months	\$27.03	\$28.25
48 Months	\$30.32	\$31.68
Group B01	Business Svc Tech I, Cable Tech, Customer Svc Tech, Network Tech	
Group B02	Business Svc Tech II	

**Due to the delayed ratification, rates are effective 1/1/17*

CENTURYLINK **EXHIBIT A**
WAGE SCHEDULE - 1300B - Bedford, PA
EFFECTIVE: October 25, 2017*

STEP	WAGE SCHEDULE	
	B01	B02
Start	\$18.11	\$18.91
6 Months	\$19.10	\$19.98
12 Months	\$20.17	\$21.07
18 Months	\$21.29	\$22.26
24 Months	\$22.49	\$23.51
30 Months	\$23.78	\$24.86
36 Months	\$25.41	\$26.56
42 Months	\$27.44	\$28.67
48 Months	\$30.77	\$32.16
Group B01	Business Svc Tech I, Cable Tech, Customer Svc Tech, Network Tech	
Group B02	Business Svc Tech II	

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

CENTURYLINK **EXHIBIT A**
WAGE SCHEDULE - 13000B - Bedford, PA
EFFECTIVE: October 25, 2018*

WAGE SCHEDULE		
STEP	B01	B02
Start	\$18.34	\$19.15
6 Months	\$19.34	\$20.23
12 Months	\$20.42	\$21.33
18 Months	\$21.56	\$22.54
24 Months	\$22.77	\$23.80
30 Months	\$24.08	\$25.17
36 Months	\$25.73	\$26.89
42 Months	\$27.78	\$29.03
48 Months	\$31.15	\$32.56
Group B01	Business Svc Tech I, Cable Tech, Customer Svc Tech, Network Tech	
Group B02	Business Svc Tech II	

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

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