

**AGREEMENT**

**as to**

**WORKING PRACTICES**

**Entered into By and Between**

**THE UNITED TELEPHONE COMPANY  
OF PENNSYLVANIA--BUTLER DISTRICT  
d/b/a CenturyLink**

**and**

**THE COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 13000,**

**UNIT 101**

**EFFECTIVE DATE: NOVEMBER 1, 2017**

**EXPIRATION DATE: OCTOBER 31, 2020**



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THE COMMUNICATIONS WORKERS OF AMERICA hereinafter referred to as "the Union," and UNITED TELEPHONE COMPANY OF PENNSYLVANIA, LLC (BUTLER DISTRICT), d/b/a CenturyLink, its successors or assigns, hereinafter referred to as "the Company" do hereby on this 1<sup>ST</sup> day of **November, 2017**, enter into the following agreement:

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## ARTICLE 1

### Section 1: Recognition of Union

1. The Company hereby recognizes the Communications Workers of America, Local 13000, Unit 101, as the sole collective bargaining Agent for all employees in job **titles** shown in Article **21** and in the wage schedules attached as Exhibit A hereto as certified by the N.L.R.B.

### Section 2: Employees Covered by This Agreement

1. The privileges of this contract shall apply uniformly to all employees in the bargaining unit unless hereinafter otherwise provided.
2. The Company will provide advance notification to the Union regarding changes to existing or new job **titles**. The Union, within fifteen (15) calendar days of receipt of the notification, may request a meeting between Company representatives. During the meeting, both the Company and the Union will present their respective positions on the matter, attempt to negotiate alternatives presented by the Union to resolve any differences, and both parties will make every effort to reach a mutually agreeable settlement. If the parties are unable to reach agreement within (15) calendar days, the matter will be directly pursued to arbitration by the Union. In the interim, the Company will continue with the implementation of the change or new **title**.
3. The term "employee" shall mean employees of the Company below the grade of foreman or similar title as listed in the **job titles** in Article **21**.

### Section 3: Jurisdiction of Work

1. This agreement shall cover all work presently done by employees in the Butler District in job **titles** shown in Article **21** 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**

### **Section 1: Notification of Authorized Representatives**

1. The Union and the Company shall keep each other currently advised in writing of the names of authorized representatives.

### **Section 2: Meetings Between Company and Union Representatives**

1. Meetings between authorized representatives of the Union and representatives of the Company on all matters except grievances shall be held upon five days' written notice by either party, or by mutual agreement.
2. Time spent by authorized representatives of the Union, not to exceed two unless others are excused by the Company, in joint meetings with designated Company representatives which result in an employee's absence from regularly scheduled tours of duty shall be considered time worked and shall be paid for by the Company. The Company shall excuse (2) employees for the purpose of Union contract negotiations for a maximum of seven (7) days and shall receive a maximum of eight (8) hours base wage per day.
3. Time spent by Union representatives in negotiations, arbitration, government agency proceedings or for Union business not specifically covered by this agreement shall be considered excused non-paid time.

## **ARTICLE 3**

### **Section 1: Agency Shop**

All employees who are members of the Union on the effective date of this Agreement, or who later become members, 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 from such effective date or, in the case of such employees entering into the bargaining unit after the effective date, on the thirtieth day after such entrance, until the termination of this contract. It is understood that employees who were not members of the Union on the effective date of this Contract are not required to join the Union or pay any dues or fees.

### **Section 2: Collection of Union Dues**

1. The Company shall deduct basic Union dues, during the term of the Agreement, from member employees' wages in such amounts as are specified by the Union, and forward monthly to the Union the amounts so deducted.
2. The Company and the Union shall work out a mutually satisfactory agreement by which the Company will furnish the Secretary-Treasurer of the Union, monthly, a record of those for whom deductions have been made, together with the amounts of such deductions.
3. The present Union dues deduction authorization forms will continue in use until the amount of dues is to be changed. In that event the Union will give adequate notice to the Company and the Union will furnish new authorizations with no amount stated. No subsequent change in the amount of dues will require a new authorization.
4. The Company's obligation under this Section 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.



5. **The union agrees to indemnify and hold harmless its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary or otherwise.**
6. **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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### Section 3: Discrimination

1. The Company and the Union shall not discriminate against, interfere with, restrain or coerce employees because of membership, or non-membership, in the Union, or activity in behalf of the Union.
2. The Company and the Union agree that there shall be no unlawful sexual harassment against any employee or person, nor shall there be unlawful discrimination against any employee because of race, color, creed, sex, age, national origin, or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam Era. The parties further agree to take all actions necessary to comply with the Americans With Disabilities Act. Notwithstanding anything to the contrary, where any one clause or Article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act (FMLA) of 1993, and the contract provides for a greater level of benefits than are required under the FMLA, the provisions of the contract shall prevail. In no instance shall the contract diminish any rights guaranteed under the Act. The Company shall have the final discretion with regards to those options where the employer is provided with discretion under the FMLA.
3. In the event the Union, within one month from the date of any alleged violation of Paragraph 1, charges, in writing that an employee has been discriminated against because of membership in or activity on behalf of the Union, a conference shall be held between the Negotiating Committee of the Union and the Chairman of the Company Bargaining Committee in an effort to reach a mutually acceptable adjustment of the disputed matter. If, within a period of one month after receipt by the Company, of the formal charge filed by the Union with the Company, the complaint has not been adjusted to the mutual

satisfaction of the Union and the Company, either party may submit the question under dispute to arbitration, as provided in Article 23 of this Agreement. In order to be reviewed under this Article, all steps must be taken within the time specified. The Company will reimburse the employee for any loss of wages to which the Arbitration Board finds that the Employee is entitled.

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4. Nothing in this Article shall preclude the Union from exercising any rights given to it or its members by law.
5. 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.

#### Section 4: Bulletin Boards

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

### **ARTICLE 4**

#### Section 1: Leaves of Absence for Union Work

1. 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 and no more than one (1) employee from a department will be so excused. Once in any given calendar year, no more than three (3) employees will be excused at one time for not more than two (2) days.

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

2. 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 5**

### **Section 1: Promotion or Transfer of Employees**

1. 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 when and where determined by the Company to exist will be available for employee bids.

Applications must be submitted electronically within the specified time period using the on-line application tool provided by the Company. The application shall contain a clear, concise statement of the employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position.

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

The Company will attempt to fill the vacancy internally from those employees submitting a job bid request. The Company may, at its discretion, require job applicants to take a test or require certification, provided such test/certification is fair, objective and appropriate to the job involved. In order to be considered a candidate for selection, the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. Qualifications shall be determined by the total circumstances including test results if applicable, work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. It is understood that the Company may also consider candidates outside the bargaining unit when filling vacancies. The position will be filled by the most qualified candidate as determined by the Company.

Seniority will govern in the event multiple internal candidates are determined to be most qualified by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

The Company will make every reasonable effort to notify the Local 13000, Unit 101 President of jobs being posted. Notification of the successful bidder shall be provided to the Local 13000, Unit 101 President.

2. The Company may change the permanent reporting location within an established reporting area of the Butler District. In the event new reporting locations are established within the Butler District, the Company agrees to permit qualified employees to volunteer for assignment to new work centers. In the event there are no volunteers, the Company will assign the least senior qualified employees to staff new reporting locations.
3. **Home Garaging will be administered in accordance with the current Company policy. A copy of which was provided to the Union. The Company reserves the right to amend or discontinue the policy in accordance with Article 30.**
4. At the discretion of management, due to service requirements, employees may be required to work at other Company locations outside the bargaining unit on a temporary basis. Similarly, employees outside the bargaining unit assigned to company work locations may be required to work within the bargaining unit on a temporary basis. The Company shall keep these temporary, cross-jurisdictional work assignments to a minimum and shall effectuate such transfers only to meet service requirements. The Company will notify the local Union President of these assignments.

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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.

5. The Company shall have the exclusive right to assign any future work which is outside of the franchised area. Assignment of such work will be based on business need.

## ARTICLE 6

### **WAGE TREATMENT - PROGRESSION AND JOB TRANSFER**

1. 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:
  - a. Wage progression/**step** increases will be effective based on the service anniversary date for active, full-time employees and based

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on date last given for part-time employees after the employee has worked 1040 hours.

- b. **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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2. The following procedure governs the change of an employee from one **job** title to another **job** title having a higher maximum rate:
  - a. If the employee's current wage rate is below the minimum rate for the new **job title**, his/her rate will be increased to the minimum rate for the new **title**.
  - b. If Paragraph (a) does not apply, employees will begin the new **job title** at the rate step on the higher wage schedule which is the same or immediately greater than his/her rate of pay on the lower wage schedule.
3. Employees who are permanently reassigned, voluntarily or involuntarily, to a lower rated **job** title will begin the new **job** at the rate step on the lower wage schedule which is the same or immediately lower than his/her rate of pay on the higher wage schedule.
4. When transferred between **job** titles, the interval for the first regular increase shall be six (6) months from the starting date of the new job.
5. The increases provided for in Paragraph 2(a) and 2(b) will be granted to the extent that the maximum rate for the new **job title** is not exceeded. The employee's new rate shall not exceed the rate he/she would be receiving if he/she had worked continuously in the new **job title** since his/her net credited service date. Net credited service date shall mean his/her in-service date with United Telephone Company of Pennsylvania, LLC (Butler District).
6. Employees at the maximum rate in their **job** title and who are temporarily assigned and work for one-half tour (4 hours) in a **job** title with a higher maximum rate shall be paid at the higher rate for the time worked in the **title** with the higher rate.
7. Employees who are in progression and who are temporarily assigned and work for one-half tour (4 hours) in a **job** title with a higher maximum rate, shall be paid the hourly rate for their months of service as applicable in the higher **job titles** wage schedule for the time worked in the **title** with the higher maximum rate.

## ARTICLE 7

### Section 1: Seniority

1. Seniority shall be the determining factor in matters affecting layoffs, return from layoff, transfers (excluding transfers to newly created or vacant positions) and PTO.

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 being more senior for employees hired after November 1, 2008.

Seniority for employees hired on the same date will be determined by using the first letter of the employees' last name with the letter closest to "A" being more senior for employees hired on or before November 1, 2008.

2. 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.
3. Any bargaining unit employee of the Company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored under the following conditions: Only time actually accrued in a company bargaining unit will be credited for seniority purposes. The bargaining unit from which the transfer is being made must have contractual provisions that provide for the same recognition of seniority under the same terms and conditions. Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

### Section 2: Definition of Length of Service

1. Service shall be determined by the amount of continuous service according to Company records. Such service shall constitute an employee's seniority.
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 Bridging of Service Policy applicable to non-represented employees of the Company.

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

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

3. Any employee who enters the Armed Services of the United States Government either by the draft or who enlists, with the approval of the Company, shall be given credit for the time he/she is in said Armed Service, in computing his/her continuous service record, providing upon his/her discharge from said Armed Service he/she returns to the employ of the Company within ninety (90) days from the date of said discharge, and is physically and mentally capable of performing work.

### Section 3: Application of Seniority

1. In those clauses of the contract in which seniority is a factor, there shall be defined therein the proper unit within the Company to which seniority shall be applied.

## **ARTICLE 8**

### Section 1: Definition of Types of Pay

1. Base pay shall consist of the employee's rate for forty (40) hours.

### Section 2: Application of Pay

1. Overtime, holiday and other premium payments shall be computed on the basis of base pay, unless hereinafter provided. Differentials will be paid at the appropriate differential rate when worked but not compounded with overtime.

## **ARTICLE 9**

### **Section 1: Definitions of Tours of Duty and Workweek**

1. A basic tour shall consist of eight hours, including relief and excluding luncheon or dinner time, and is a tour to which an employee is assigned in accordance with the procedure provided for in Section 2:1, and Section 2:2 of this Article.
2. Five basic tours shall constitute the basic workweek. The basic workweek may include tours scheduled on any of five (5) days including Saturday and Sunday.
3. The workweek shall commence on Sunday.
4. In order to meet the needs of the business in the most efficient manner, the Company may schedule employees four ten (10) hour work days per week. In the event an employee is unable to work four ten (10) hour days per week due to personal reasons, the Company will make a reasonable effort to provide the employee with an alternate schedule or work assignment. When employees are scheduled to work four ten (10) hour days, the following guidelines will apply:
  - a. Ten-hour tours will normally be 7:00 a.m. to 6:00 p.m. with a one hour lunch period or 7:00 a.m. to 5:30 p.m. with a one-half hour lunch period.
  - b. The overtime rate will apply to all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week.
  - c. PTO scheduled and granted during a four ten (10) hour workweek will be reported as 40 hours of PTO. PTO scheduled and granted during a week in which a holiday occurs will be reported as 32 hours of PTO and 8 hours of holiday. Day at a time PTO will not normally be granted during a compressed workweek when an overnight stay is required.

PTO will be reported as five (5) or ten (10) hours of PTO time. Employees with less than 5 or 10 hours of PTO time remaining who request a one-half or full PTO day will report PTO time and excused non-paid time equivalent to 5 or 10 hours.



- d. Employees who are absent from work due to illness will report 10 hours of PTO
- e. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days. Employees required to work on the holiday will be paid time and one-half (1 1/2x) for hours worked in addition to holiday pay.
- f. Tour differential will not be applicable to four ten (10) hour days. The differential applicable to a Temporary Supervisor or to the performance of non-bargaining unit work to assist management will be \$12.50 per tour.

## Section 2: Scheduling of Tours

- 1. The Company shall post weekly schedules for each employee before midnight of Thursday of the preceding week. Each employee shall be scheduled for five basic tours in each workweek.
- 2. The Company shall post holiday schedules at least fourteen days before the holiday.
- 3. When scheduled tours are changed by the Company, with less than twenty-four (24) hour notice to the employee, the employee whose tour has been shifted shall be paid the overtime rate for all hours worked on the shifted tour which are outside the hours that would have been worked on the regularly scheduled tour.
- 4. Tours may be exchanged by mutual consent of the employee and the Company. In such cases, shifted tour practices shall not apply, and the time between the involved employees' tours need not be nine hours.

## Section 3: Intervals Between Tours

- 1. An employee will not be assigned to work a tour which begins less than nine hours after the completion of his previous tour, except in extreme emergencies.
- 2. If the interval between the end of one worked tour and the beginning of the next worked tour is less than nine hours, all time worked during the second tour will be compensated for at the overtime rate. The provisions of this paragraph pertain only to scheduled tours and may not be used in conjunction with a scheduled change as provided for in Article 9, Section 2,

Paragraph 3 or fatigue time as provided for in Article 10, Section 3.

3. If, through an employee's choice, the period between his tours is less than nine consecutive hours, the Company shall not be required to pay the premium rate as provided for in Section 3:2 of this Article.

## ARTICLE 10

### Section 1: Tour Differential

1. A tour differential shall be paid for all **scheduled** hours worked after 8:00 p.m. and before 6:00 a.m. The tour differential for wage schedule 1 shall be \$2.00 per hour, for wage schedule 2 shall be \$2.60 per hour and for wage schedule 4 shall be \$2.75 per hour. Tour differential does not apply to hours of work when **overtime** (1 1/2x or 2x) is paid.

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### Section 2: Differentials for Employees Temporarily Assigned to Act as Supervisors

1. Employees who are assigned to act as a temporary supervisor shall be paid a \$10.00 per tour differential. A temporary supervisor **may** 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 **job title**. Assignment as a temporary supervisor shall not normally exceed a six (6) month period.

Employees may also be assigned to assist management in a group leader capacity. Such assignments will be made at the discretion of management and will be based on employee qualifications.

Employees who are assigned to such duties will receive a differential of \$10.00 per tour.

### Section 3: Fatigue Clause; Working 16 Hours or More Within a 24-Hour Period - Fatigue Time

1. When an employee, because of service conditions, works non-scheduled hours and the non-scheduled hours worked plus the time worked in the regularly scheduled tour totals 16 hours or more within 24 hours from the start of the regularly scheduled

tour, he will be excused and paid the basic hourly wage rate during a regularly scheduled tour starting on the next succeeding day until eight (8) hours have elapsed from the time of completion of the overtime work. In the event an employee does not receive the full rest period, compensation at one and one-half times the basic hourly rate will be paid for time worked during the rest period.

When an employee is required to continue work beyond 16 hours, he will be paid at one and one-half times the basic hourly wage rate until he stops work or until the start of the next regularly scheduled tour. When the requirement for the eight (8) hour rest period has been satisfied, hours worked during an employee's scheduled tour will be paid at the base hourly rate.

Employees who have worked lesser amounts of overtime may be excused without pay if excused time is requested by the employee but at the discretion of the Company payment may be authorized.

## ARTICLE 11

### Section 1: Overtime and Sunday Payment

1. The overtime rate is one and one-half (1.5) times the **basic** rate of pay **and is paid under the following conditions:**
  - a) **All hours worked after an employee has worked 8 hours at the basic rate of pay in a workday.**
  - b) **All hours worked after an employee has worked 40 hours at the basic rate of pay in a work week.**
  - c) **All hours worked on Sundays.**
  - d) **All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 20.**
2. **The following hours will be considered as hours worked and will count toward the daily and weekly overtime calculation described in (a) and (b) above:**
  - **Scheduled PTO.**

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- **First 8 hours worked or not worked on a recognized holiday.**
  - **First 8 hours worked on a scheduled Sunday (Note: Sunday must be part of the regular posted schedule).**
  - **Paid union time off for joint meetings with the Company.**
- 3. The following hours will not count toward the daily and weekly overtime calculation described in (a) and (b) above:**
- **Bereavement, Jury Duty, Witness Duty, Short-term Disability (STD), Workers Compensation, Military, 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 8 in a workday or 40 in a work week already paid at the overtime rate.**
- 4. Overtime work is a condition of employment and employees have a responsibility to work overtime when requested to do so in order to meet service requirements.**

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## **ARTICLE 12**

### Section 1: Holidays

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

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

### Section 2: Definitions of Holiday Time

All time included in tours starting on a Holiday is Holiday Time. No time included in tours starting on the preceding day is Holiday Time, even though the tour ends after midnight.

### Section 3: Holiday Pay

1. All employees will be paid their base daily wage for each holiday.
2. Employees who work on a holiday, in addition to the base daily wage paid for the holiday, will be paid for all hours worked at the overtime rate.
3. To be eligible for holiday pay an employee must work the full scheduled day immediately before and after the holiday unless his absence on either of such days is excused by the Company.
4. **Employees who have exhausted all PTO time and are absent the day before or the day after a holiday, due to a pre-approved FMLA illness, will be paid for the holiday.**

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### ARTICLE 13

#### Section 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 the requirements of the business.

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. The employee must use all available PTO hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In those cases only, 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 hours are not available shall be non-paid.**

#### Section 2:

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.

<u>Length of Service:</u>	<u>Eligibility</u>
0 to fewer than 2 years	16 days
2 years but fewer than 5 years	18 days
5 years but fewer than 15 years	23 days
15 years but fewer than 25 years	28 days
25 years and over	33 days*

\*Employees with 25 years or more must schedule one (1) week within the first five (5) months of the calendar year.

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

**Effective January 1, 2018 – Paid Time Off (PTO) shall be available to regular full-time employees at their basic rate of pay in accordance with the following schedule:**

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<b>Length of Service</b>	<b>Eligible Hours</b>
<b>0 but &lt; 1 year</b>	<b>Up to 48 hours*</b>
<b>1 year but &lt; 2 years</b>	<b>128 hours</b>
<b>2 years but &lt; 5 years</b>	<b>144 hours</b>
<b>5 years but &lt; 10 years</b>	<b>184 hours</b>
<b>10 years but &lt; 15 years</b>	<b>204 hours</b>
<b>15 years but &lt; 20 years</b>	<b>224 hours</b>
<b>20 years but &lt; 25 years</b>	<b>244 hours</b>
<b>25 years and over</b>	<b>264 hours</b>

\*During the first calendar year of employment, employees earn PTO hours on a monthly basis (4 hours per full month) based on the hire date. These hours will be available at the time of hire. However, if PTO is taken prior to it being earned and the employee leaves the Company, the payment for this time will be deducted from the final paycheck.

Section 3:

The PTO year which shall be used in computing the amount of paid time off shall be from January 1<sup>st</sup> through December 31<sup>st</sup> of each year in which this Agreement continues in effect, except that in the anniversary year of **1, 2, 5, 10, 15, 20** and 25 years the employee earns PTO at the higher rate for the entire year.

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**Regular part-time employees scheduled for 20 to 30 hours per week are eligible for one-half (1/2) of the PTO time that a full-**

**time employee with the same length of service is entitled to. PTO time for employees changed from part time to full time, or full time to part time, is determined on a prorated basis for the time worked in the respective status during the year.**

Section 4:

**The approval of PTO time (both scheduled and unscheduled) is solely at the company’s discretion based on operational needs of the business.**

**Scheduled PTO are those hours requested by the employee and approved by management. Scheduled PTO hours are included as part of the standard work week for overtime purposes.**

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

Section 5:

Employees who resign, who are laid off or who are retiring on pension will be given the full unused PTO to which they are entitled to by years of service. Scheduling of PTO shall take into account both the service requirements and employee’s preferences according to seniority of the employees. Where service requirements do not permit, an employee may be required to postpone or cancel his or her PTO for the current year. In the event that cancellation of earned PTO time is necessary due to service requirements, the employee will be given the option to reschedule the cancelled PTO time during the calendar year in which the PTO was originally scheduled. If the employee is unable to reschedule the cancelled PTO during the current calendar year, the employee may elect to receive payment for the cancelled PTO time or, at the employee’s discretion, may elect to carry over the cancelled PTO hours into the following year, to be scheduled up to December 31. The decision to either receive payment for the PTO time or carryover the PTO time must be made in the current year in which the PTO time was cancelled. If the employee opts to carry over the cancelled PTO time into the following year, the carryover provisions of Section 6A will apply.

## Section 6:

- A. Employees are encouraged to schedule and take all PTO within the calendar year and may not receive pay in lieu of their PTO allotment, **except as described in Section 5 above**. However, due to business needs, an employee may not be able to take all of his or her PTO time in the current year. In these instances, up to 40 hours of carryover will generate automatically for use by December 31 of the following year. Any carryover hours not used by December 31 will be forfeited.
- B. Employees absent at the time of their scheduled PTO due to being on Short Term Disability or Worker's Compensation benefits will have their PTO rescheduled when they return to work. If in a calendar year, employees are unable to use their PTO time due to being on Short Term Disability or Worker's Compensation benefits, they will be given the option to either be paid for the unused PTO time they were unable to use, or carryover the unused PTO time until December 31 of the following year. The decision to either receive payment for the PTO time or carryover the PTO time must be made by the employee by December 31 in the year in which the PTO time is unable to be used. If the employee opts to carry over the PTO time into the following year, the carryover provisions of Section 6A will apply.

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## Section 7:

- A. PTO selections will be chosen annually prior to December 31st for the following year. Management will discuss PTO availability and selection with the appropriate Union representative for the purpose of complying with employees' wishes to the maximum extent consistent with the maintenance of the Company's work schedules. The Company may determine the number of employees in any group that may be off at the same time. Management's decision will be final in these discussions.
- B. PTO selections shall be on the basis of full calendar weeks, days or hourly increments. Employees will schedule their PTO time by utilizing the automated PTO scheduling tool. PTO taken a day or days at a time is subject to the following conditions:
1. PTO eligibility notices 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 three (3) 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. Employees who are scheduled for PTO and who are unable to use PTO due to sickness, accident, funeral, jury duty, etc., and who notify the Company prior to midnight Saturday immediately preceding the PTO, shall have the PTO rescheduled. A PTO week already started (after 12:01 am Sunday) shall continue as scheduled for one week. However, in the event the scheduled PTO is for more than one week, the weeks in excess of the current week will be rescheduled.

#### Section 8:

**All earned PTO hours that are unused will be paid out at termination or upon 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 earned PTO time shall be paid to the estate. Should any PTO pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expense incurred due to loss of, destruction of, or damage to Company property and/or equipment.**

**If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the**

full amount of PTO hours which would have otherwise been earned and taken during the next calendar year. Employees that terminate prior to December 26, for any reason other than retirement, will not be eligible for any payment of any PTO which is being earned in the current year and to be taken during the next calendar year.

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A retiring employee will earn PTO during the calendar year in which they retire on a pro-rated basis for full months of service. This will be paid to the employee at the time of retirement. For example, an employee that retires on May 1 will receive pay for 4/12 of the following year's PTO allotment.

#### **ARTICLE 14** **PROFESSIONAL WEAR**

1. 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 **job titles** which the Company deems appropriate. New hires in those **job titles** may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

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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. The Company reserves the right to amend, modify or discontinue the Professional Wear Program at its sole discretion.

A pin, not to exceed 1 1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform and will not cover the Company logo.

2. The Company will reimburse employees who are required to wear safety-toe footwear up to a maximum of \$250.00 effective November 1, 2014 through October 31, 2016. Employees may receive reimbursement by submitting an approved expense report along with a receipt of purchase

Safety Footwear – Effective November 1, 2016, employees with exposure to foot hazards as determined by the Company’s Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

Employees identified as needing safety footwear will be required to wear safety footwear at all times when performing their work assignments. Those employees will have the choice of wearing steel toe or composite toe safety footwear as long as it meets the current national standard. The requirement to wear safety footwear will cease when 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.

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 November 1, 2014, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear, subject to the following:

- a. The Company will identify the job titles eligible for the company contribution for prescription safety eyewear.
- b. Prescription safety glasses shall meet current ANSI standard Z87.1, and include protective specialty safety eyewear where the user requires a vision “correction.”

- c. 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.
- d. The Company contribution for prescription safety eyewear will only be provided through 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.

## **ARTICLE 15** **SPECIAL RATING**

1. The Company may advance, on account of previous experience, the rating of any employee in the progression schedule as shown on Exhibit A hereto attached, and said employee shall thereafter progress from the point in the schedule where placed.

## ARTICLE 16 **PAY ALLOWANCES FOR ABSENT TIME**

### Section 1: Jury or Witness Duty

Any full-time employee who is subpoenaed as a witness, provided he/she is not a party to the proceedings, for all duly constituted Municipal, State and Federal courts, or 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 or subpoena. To be eligible for this benefit, employees who are dismissed or released from their subpoena or summons on any day prior to the end of their scheduled tour, shall either report directly for work or immediately contact his/her supervisor for instruction.

### Section 2: Bereavement

In case of a death in an employee's family, a maximum of five (5) consecutive scheduled days will be granted at the basic rate for all hours the employee was scheduled to work. The immediate family will be defined as spouse, domestic partner, parents (including stepparents), child (including stepchildren or child of your domestic partner), sibling (including stepbrother or stepsister).

In case of death in the family for other covered relatives, a maximum of three (3) consecutive scheduled days will be granted at the basic rate for all hours the employee was scheduled to work. Other covered relatives include those who are related to you through marriage (in-law) or through your domestic partner, will be defined as mother, father, son, daughter, brother, sister, aunt, uncle, niece, nephew, grandparent and grandchild. Excused paid time will not be granted beyond the day after the funeral.

### Section 3: Military

1. 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 **Company** 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, **the Company** will pay the difference between your **Company** base pay and military base pay up to a

maximum of two workweeks 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 Company** will pay the difference between your **Company** base pay and military base pay for up to two years of active duty. In addition, you may continue to receive your Benefits at the employee cost. Extensions beyond two years will be reviewed on an individual basis.

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If you are not currently in the Reserves or National Guard, and you volunteer to enlist or reenlist for military service, you will be placed on an unpaid personal leave of absence for the entire time you are away from work. Upon your return to work re-employment rights under USERRA are applicable.

Employees who are members of the military reserve must disclose their reserve duty commitment when employment commences or when notified by the military.

#### Section 4: Leave of Absence

Employees who exhaust Short Term Disability benefits for non-industrial illness/injury may be placed on a leave of absence not to exceed four (4) months. If during the leave, the employee provides medical documentation establishing he/she can return to their former position with no restrictions, then the company will determine if an approved vacancy exists in that **job title** in compliance with Article 5 of this agreement. If the vacant position is to be filled, the employee will be given special consideration for re-employment to his/her former position prior to the posting. If an approved vacancy exists in other **job titles**, the employee will be given special consideration for re-employment based on qualifications. Seniority will not accrue during the leave of absence, however, if the employee is re-hired the employee will retain his seniority prior to the leave.

However, in the case of an industrial illness/injury, the leave of absence will only apply if the illness/injury has been ruled to be non-compensatory by the State of Pennsylvania, Bureau of Workers Compensation.

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 Policy. Administrative/Personal leaves may only be requested for an absence

of five (5) consecutive workdays or more and shall be limited to a cumulative total of thirty (30) calendar days in any rolling **twelve (12)** month period. Any extension beyond thirty (30) calendar days requires additional approvals from the Company. All available PTO hours must be exhausted prior to going into unpaid status while on Administrative/Personal leave.

Family and Medical Leave – The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company’s right to establish FMLA policies and rules which are consistent with that law and/or any applicable state law as well as any express provisions of this Agreement.

These benefits are described and administered in accordance with the Company Policy.

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

### General Rules Governing Leaves

The following rules shall apply to all leaves:

1. An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.
2. Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.
3. The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an

employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and “fitness for duty” examinations.

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

### **ARTICLE 17** **PAID SICK LEAVE**

1. Effective January 1, 2014, the Company agrees to provide STD benefits for all regular full-time employees on a non-contributory basis. Regular part-time, temporary, or occasional employees are not eligible for STD benefits. The administration of STD leaves, including the application process and timelines, eligibility rules, notice requirements, return to work rights, and modified duty programs will be governed by the CenturyLink Disability Plan (the “Plan”).

Employees qualify for STD benefits when they are participants who cannot work at their normal job due to an illness or injury incurred off the job, and satisfy the requirements as outlined in this Article but subject to the terms of the Plan which control and govern. STD benefits begin on the 8<sup>th</sup> consecutive calendar day (sixth consecutive scheduled workday) of non-occupational illness or injury for participants. Written medical certification shall be required.

2. 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) unless it is considered a relapse illness as defined in the Plan document. The employee must use all available PTO before hours can be taken unpaid. If an employee does not have available PTO, those hours for which PTO are 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.

3. The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and "fitness for duty" examinations.
4. STD benefits under the Plan may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (partial or full pay benefits) is a percentage of "base rate pay". Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.
  - a. **For employees hired, re-hired, or transferred into this bargaining unit before 1/1/19, the** STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

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- b. A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.

If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
1 year but < 2 years	2 weeks	24 weeks
2 years but < 3 years	4 weeks	22 weeks
3 years but < 4 years	6 weeks	20 weeks
4 years but < 5 years	8 weeks	18 weeks
5 years but < 6 years	10 weeks	16 weeks
6 years but < 7 years	12 weeks	14 weeks
7 years but < 8 years	14 weeks	12 weeks
8 years but < 9 years	16 weeks	10 weeks
9 years but < 10 years	18 weeks	8 weeks
10 years but < 11 years	20 weeks	6 weeks
11 years but < 12 years	22 weeks	4 weeks
12 years but < 13 years	24 weeks	2 weeks
13 years or >	26 weeks	0 weeks

- c. **For employees hired, re-hired, or transferred into this bargaining unit on or after 1/1/19, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.**

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If your length of service is:	Then benefits at 70% of Base Salary are paid for:
Less than one year	None
1 year or >	26 weeks

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

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

## Worker's Compensation

1. The Company will provide all Worker's Compensation benefits required by statute to an employee who sustains an on-the-job injury.
2. **For employees hired, re-hired, or transferred into this bargaining unit before 1/1/19, the Company will provide an employee a salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. For employees hired, re-hired or transferred into this bargaining unit on or after 1/1/19, the Company will provide an employee a salary continuation benefit (called Workers' Compensation Supplemental 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 as eligible for LTD under the Plan, the employee's Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.
3. An employee is never entitled to more than 85% of regular base pay while absent due to an on-the-job injury. Any overpayment made by receiving both **WCSP** salary continuation and Worker's Compensation benefit payments in excess of 85% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.
4. **WCSP** payments of salary continuation benefits will be in accordance with the CenturyLink Disability Plan (the "Plan") and

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shall cease upon the earlier of (a) an employee's retirement, (b) discharge for just cause, (c) when employment would otherwise terminate because of reduction in force.

## **ARTICLE 18** **HEALTH AND WELFARE BENEFITS**

Effective November 1, **2017**, 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.

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Benefits associated with part-time or regular part-time employment will be applicable based on Company policies for part-time employees. **PTO** will be determined on a prorated basis.

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

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

The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket

expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to all eligible employees, both bargaining unit and non-bargaining unit employees, of the Company.

During the term of this Agreement, the Company shall not have any obligation to engage in decision or effects negotiations of any type on any subject addressed (directly or indirectly) in or by this Article.

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

Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan, shall be exclusively resolved in accordance with the underlying plan, procedures and ERISA, and shall not be subject to the grievance and arbitration provisions of this Agreement.

#### Voluntary Benefits Program

Effective November 1, **2017**, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Critical Illness Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance, Voluntary Medical coverages and Legal Services.

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

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

the right to modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

## **ARTICLE 19**

### **Section 1: Reimbursement of Incidental Expenses**

1. All employees for whom the company authorizes an overnight stay will be required to use the “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 unless specifically mentioned otherwise in the collective bargaining agreement.

### **Section 2: Meal Allowances - Company Sponsored Schools**

1. 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.
2. The per diem allowance will be in accordance with the Company’s Business Expense 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 Company’s “corporate card”. Any charges remaining on the card after payment by the Company are the responsibility of the employee.
3. Expense reports are to be filed within five (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.

4. All authorized and approved 'out of pocket' expenses filed on an expense report will be reimbursed on the employee's next payroll check.
5. For longer trips where air travel would be the normal method, the Company will reimburse an employee who wishes to use a personal vehicle on the basis of the tourist airfare or mileage, whichever is lowest. Employees shall be paid at the straight time rates for normal flight time not to exceed eight (8) hours.
6. The Company will pay for transportation for an employee to return home for one (1) weekend for each two (2) weeks he/she is scheduled to be on assignment, provided the assignment is of at least three (3) weeks duration and the assignment will extend at least one (1) week beyond the weekend visit home.
7. Employees attending a training school that requires the employee to attend on a scheduled holiday shall be paid as if working on the holiday for all hours of attendance at such training.

### Section 3: Mileage

1. Employees shall be paid at the Company designated rate for mileage when using their personal vehicle for authorized business purposes.

### Section 4: Telephone Concession Plan

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

**ARTICLE 20**  
**CALL OUT TIME**

1. 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.**
2. All call out time shall be at the overtime rate **and for all call outs** a minimum of 2 hours will be paid at one and one-half times the basic hourly rate.

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Callouts on Thanksgiving Day, Christmas Day, and New Year's Day shall be paid at two (2.0x) the basic hourly rate for all hours worked.

3. Call out is a condition of employment. Employees are required to be available and accept call out in order to meet service requirements during their designated on call week or to arrange for alternate coverage, except in the case of a personal emergency. The use of an answering machine or a ring, no answer during the on call week will be considered unavailability for call out. If the employee on call fails to respond to the call out, the Company will obtain the necessary work force requirements at its discretion.
4. If the employee is called out a second time within the two hours covered by the first minimum payment, those two hours will be considered as fully paid for and no additional payment will be made for that period.
5. Standby Pay

An employee may be required to participate in a "standby" program. This program will consist of a 7-day assignment. Employees assigned standby may exchange the assignment with other employees within the job title. In the absence of volunteers for standby, the assignment will be rotational starting with the least senior employee. Employees on "standby" will be available for duty and be able to be reached by a means provided by the Company (i.e. beeper, cell phone) if not at home location. An employee who fails to respond to a service outage during the assigned standby period will forfeit standby pay for that day in which no response was made. He/she will be paid standby for the remainder of the assigned period.



**During periods of standby, the employee shall be assigned a vehicle for business purposes only. If assigned a vehicle, the home garaging guidelines will apply.**

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An employee on-call will not be expected to work more than six (6) hours on standby in a day. This refers to worked time not paid time.

7-day Standby: Monday 8:00 a.m. through Monday 8:00 a.m. – The Standby employee will be paid a weekly differential of \$210.00 effective November 1, 2014. Standby differential may be paid on a daily or weekly basis. **The standby employee will be paid an additional \$30.00 if a holiday falls during the standby assignment.**

This program does not lessen the responsibility of all employees to accept normal call outs.

## **ARTICLE 21** **JOB TITLES**

1. The Company agrees to furnish the Union with a list of the employees and their **job** titles, and to keep the Union informed of any changes therein.
2. **Job Titles**

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Building Maintenance Worker	Equipment Installer
<b>Business Svc Tech</b>	<b>Construction Tech</b>
Cable Splicer	<b>Customer Svc Tech</b>
Public Access Tech	Network Tech

## **ARTICLE 22** **PROCEDURE FOR ADJUSTING GRIEVANCES**

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 the Agreement expires and/or is terminated, grievances may be processed through the grievance procedure outlined below but will not proceed to arbitration. Grievances not so presented or processed according to the

timelines established below shall be considered waived by the Union.

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 immediate supervisor shall give his/her answer in writing to the union representative within five (5) calendar days after meeting with the employee and/or his/her union representative.

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 grievance shall be put in writing and set forth the facts involved, the approximate time of their occurrence, and shall be signed and dated by the employee and/ or the Union representative. 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.

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. 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 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 to ascertain information pertinent to the grievance.
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. If the Company fails to respond in a timely manner, the grievance will be moved to the next step of the grievance procedure.
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 Unit 101 President. The committee shall immediately proceed to meet with Company representatives, to effect settlement of the grievance, within fifteen (15) calendar days of receiving the grievance. Unit 101 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.
8. In the interest of adjusting grievances at the lowest possible level, settlements of grievances shall not constitute a precedent for settlement of other grievances. A settlement arrived at in the course of the grievance procedure shall be limited to the specific occurrence out of which the grievance arose and to the particular employee or employees for whom the grievance is presented.

## **ARTICLE 23** **ARBITRATION**

1. During the Term of the Agreement, all grievances which are not satisfactorily resolved in the Grievance Procedure may be submitted to arbitration by either party. 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. Upon expiration and/or termination of the Agreement, any remaining unresolved issues can be addressed during future negotiations.
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 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. It is agreed between the Parties that the arbitrator's authority in discipline (discharge and suspension) cases is limited to a finding of whether or not there is just cause for discharge or suspension. The arbitrator shall have no authority to issue an award involving back pay when just cause has been found to exist. If the arbitrator finds there was not just cause for discharge or suspension, the employee shall be reinstated with full back pay and benefits for all time lost.
5. Any awards of back wages, including Company benefits, by an arbitrator shall be limited to the amount of straight time wages at the employee's base rate the employee would otherwise have earned from his/her employment with the Company during the period involved, less any unemployment compensation or other

compensation for employment that he/she may have received from any source during that period, provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline. 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 PTOs) for more than eighteen (18) 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.

Failure on the part of the Union or grievant(s) to strictly abide by the time limits prescribed in this Article shall result in the grievance being deemed to have been dropped. The time limits contained in this Article are to be strictly construed.

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

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

## **ARTICLE 24** **WAGE RATES**

1. Wage progression schedules, numbered 1, 2 and 4, applicable to all employees are set forth in Exhibit A. These schedules show the number of months in which the employee's current basic hourly rate will be increased and the amount of each increase and the top rate and the **job** title applicable to each schedule.
2. The Company will not reduce the top basic hourly wage rate in effect for the duration of this agreement.

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3. All employees shall be paid bi-weekly on the Friday following the two-week pay period in which the work is performed. Direct deposit will be a condition of employment for all employees.

**ARTICLE 25**  
**SENIORITY - LAYOFFS**

1. The Company will determine the necessity of reducing work time and the extent of the reduction required. Before any layoff or part timing, contractors performing work normally done by bargaining unit employees will be laid off. It is understood that certain work is not within the scope of bargaining unit employees such as work for which employees are not equipped or trained.
2. Layoffs need not apply to all Job **Titles** at the same time, but contract workers in any Job **Title** shall be laid off before any employees in that Job **Title**.
3. The Company will notify the Union and employees designated for layoff thirty (30) calendar days before the work force reduction occurs.
4. Employees laid off under the provisions of this Article will be offered the same medical and dental insurance coverage they had at the time of the work force reduction announcement. This coverage will extend to the end of the month in which the employee's last day worked occurs.
5. An employee, who is about to be laid off in the Butler District may request a reassignment in the Butler District of the same or dissimilar **job** title providing all of the following qualifications are met. The Company will consider, but cannot guarantee, transfer requests outside of the Butler District.
  - a. The job is vacant and at the Company's option will be filled or the incumbent employee has less company service than the transferring employee. Company service is defined as the System Service date reflected in the employee's current HR record.
  - b. Bumping may only occur on a lateral or downward basis as determined by the maximum wage rates for the wage schedules involved.
  - c. The bumping employee has previously held the title in the job to be filled and was fulfilling the basic requirements of the

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job when he/she previously vacated the position; except a senior employee may displace a less senior employee in the Building Maintenance Worker **job** title.

The bumping employee can perform, in the judgment of the Company, the requirements of the new job with a minimum of on the job training (defined as 40 hours or less) and without physical restriction.

- d. In all cases, the most senior employee requesting transfer must displace the least senior employee in the **job** title and location to which he/she is requesting transfer. Multiple requests to displace the same incumbent shall be granted on a seniority basis providing all elements of Section 5 are met by all employees requesting transfer.
6. Employees affected by layoff, who elect not to transfer, shall be separated without loss of recall rights and severance pay.
7. Employees requesting transfer (may indicate multiple choices in order of their preference of jobs previously held) in order to avoid layoff must provide written notification of their intent to the Company within ten (10) calendar days following the layoff notification. The Company shall review their request to determine compliance with Section 5 and shall advise the employee of the status of their transfer request within twenty (20) calendar days following the layoff notification. Employees not complying with these time frames or not electing to transfer, may not elect to transfer after the expiration of the 10 calendar day decision period specified in this section.
8. Employees who are displaced will be notified and may, if applicable, exercise their rights to transfer under the provision of this Article.
9. Travel and moving expenses resulting from transfer will be the sole responsibility of the transferring employee.
10. Employees temporarily working out of **title** or location at the time of a work force reduction will be considered to be within their formal/permanent job title and original reporting center for purposes of this policy.
11. Employees granted transfer under the provisions of this policy will be prepared to report to their new work location/job at the time specified by the Company.

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12. Layoff allowance provisions for full-time employees laid off under this Article are as follows:
  - a. An employee with five years of service or less will be paid one (1) week's pay for each continuous year of service, or major portion thereof, including the fifth year of service.
  - b. An employee with more than five years of service, but not more than ten, will receive five (5) weeks of pay plus two weeks of pay for each continuous year of service, or major portion thereof, after the fifth year of continuous service.
  - c. An employee with more than ten years of service shall receive 15 weeks of pay plus three (3) weeks for each continuous year of service, or major portion thereof, after the 10th year of continuous service, providing that in no event shall the layoff allowance exceed 52 weeks of pay at the regular rate.
13. 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 in a lump sum amount, not to exceed \$45,500.00.
14. The layoff allowance of a returning employee ceases beginning the first day the employee is scheduled to return to work following recall. If an employee, who has been laid off and paid a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the subsequent layoff(s) is based upon the employee's aggregate length of service 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.
15. When rehiring in any **job** title following a layoff, the Company will first offer the job to a more senior employee who meets the job's requirements defined in Article 25, Section 5 and who was bumped from that **job title** due to the layoff. Refusal by an employee to accept reassignment to his/her pre-layoff position will relieve the Company of the obligation to offer such future assignments to the employee. If there is no such employee who was so bumped, then the Company will offer reemployment to those less senior employees who have been laid off in that **job**

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**title** or who have past experience in that **job title** in the inverse order in which said employees were laid off.

16. The Company will have fulfilled its obligation hereunder with respect to any laid off employee, by offering reemployment by registered 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.
17. Service dates for recalled employees will be reestablished according to Company policy.
18. Recalled employees' benefit coverage will be reestablished based on company policy.
19. The Company shall not be obligated to recall any employee who has been laid off more than nine (9) months. Former employees who are no longer subject to recall may apply for employment with the Company. When an opening occurs, former employees who were laid off will be given consideration for reemployment.

## **ARTICLE 26** **VOLUNTARY TERMINATION**

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.

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**Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article 25 of this Agreement 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.

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## ARTICLE 27 CONSOLIDATION OF OPERATIONS

1. It is the sole right of the Company to diminish operations, in whole or in part, or to transfer and consolidate operations to any location as circumstances dictate.
2. The Company will not transfer or consolidate operations from Butler to another location without first notifying the Union sixty (60) days in advance of said transfer or consolidation.
3. The Union recognizes that any rights acquired by the employees or the Union under this Agreement shall have no application beyond the term of this Agreement or in any other area of this Company, other than the Butler District.
4. Any employee transferred from the Butler District to another location due to consolidation will not retain the representation of CWA, Local 13000, Unit 101 in the new location. Transferred employees will be subject to the terms of employment in the new location.

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## ARTICLE 28 PENSION AGREEMENT

The Company has adopted the Embarq **Pension Component of the CenturyLink Combined** Pension Plan (referred to herein as the "Retirement Pension Plan") and except as provided in Section 3 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement below. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include EMBARQ Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986,

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as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 3 below, any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

Nothing within this Agreement shall constitute an amendment to the Retirement Pension Plan, which is subject to its terms and conditions. In the event of an inconsistency between this Agreement and the **Retirement Pension** Plan document, the terms of the **Retirement Pension** Plan document shall govern. Administration of the Embarq **Pension Component of the CenturyLink Combined** Pension Plan and benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

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### Section 1: Embarq Pension Component of the CenturyLink Combined Pension Plan

The Company agrees to provide to Members, who are Eligible Employees as defined by the Embarq **Pension Component of the CenturyLink Combined** Pension Plan (the "Retirement Pension Plan"), pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective November 1, **2017**, subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

Except as provided in Section 3 below, a Member shall mean an employee of United Telephone Company of Pennsylvania, LLC (Butler District) represented by the Communications Workers of America Local 13000, AFL-CIO, who is eligible to participate in the Retirement Pension Plan pursuant to Article II of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of EMBARQ Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other

than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that **Continuous Service** and **Credited Service** shall be determined in accordance with definitions in Sections 1.9, Continuous Service, and 1.11, Credited Service, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

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Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between the United Telephone Company of Pennsylvania, LLC (Butler District) and CWA, Local 13000 is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a pension table increase. No Credited Service shall be earned following such date. Continuous **S**ervice shall continue to be earned in accordance with Section 1.9, Continuous Service, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

## Section 2: Amount of Allowance

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

- (b) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who is entitled to a Deferred Vested Early Retirement Allowance as defined in Section 1.12 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's Termination of Employment.

Section 3 – Hired, Rehired, or Transferred Employees on or after July 1, 2015 into CWA 13000 (Butler District)

Any employee who is first hired by the Company into CWA 13000 (Butler District) on or after July 1, 2015 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into CWA 13000 (Butler District) on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by CWA 13000 (Butler District) on or after July 1, 2015 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired or recalled. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting, and eligibility for any type of Retirement Allowance earned prior to being rehired **or recalled** (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

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Any Legacy Embarq Employee who first becomes covered under the CWA 13000 (Butler District) Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 13000 (Butler District) Agreement) on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain

a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the CWA 13000 (Butler District) Agreement on or after July 1, 2015, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the CWA 13000 (Butler District) Agreement. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the CWA 13000 (Butler District) Agreement through any means (including but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the CWA 13000 (Butler District) Agreement) or is rehired into CWA 13000 Butler District) on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later **becomes covered under** another union that allows benefit accruals under the Retirement Pension Plan, service earned with CWA 13000 (Butler District) prior to the subsequent **move from CWA 13000 (Butler District)** will not be used to determine the Retirement Allowance in the Retirement **Pension** Plan but such service will be considered for purposes of eligibility, participation and vesting.

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For purposes of this section only, "Legacy Embarq Employee" shall mean:

1. Any employee of Embarq prior to July 1, 2009.
2. Any employee of CenturyLink first hired on or after July 1, 2009 but before July 1, 2015 who worked at an Embarq entity and who became an Eligible Employee or is eligible to become an Eligible Employee.

#### Section 4 – Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by CWA 13000 (Butler District),

effective as of the date specified in the Retirement Pension Plan. Members represented by CWA 13000 (Butler District) who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member's single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Pension Plan to provide a lump sum benefit payment option is within the Company's sole and complete discretion. If the Company, however, amends the Retirement Pension Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement Pension Plan's terms and applicable law, eliminate the lump sum benefit payment option on a prospective basis, even prior to the termination of this Section.

This Section shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company may, unless contrary terms of the Retirement Pension Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Pension Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Member and to any Retirement Allowance of any such Member, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement Pension Plan, the calculation of benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Retirement Pension Plan shall rest with the Company and its delegates, shall be determined only under the terms of the **Retirement Pension** Plan, shall not be determined under the terms of this Agreement, and shall not be subject to the grievance or arbitration procedure set forth in this Agreement.

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**ARTICLE 29**  
**RETIREMENT SAVINGS PLAN**

During the term of the Agreement, the Company has adopted the CenturyLink Union 401(k) Plan (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of such 401(k) Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings 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 that the 401(k) Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the 401(k) Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said 401(k) Plan, or to administer said 401(k) Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the 401(k) Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company agrees to notify the union of any such action.

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Section 1: CenturyLink Union 401(k) Plan

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

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

Section 2: Employee Contributions

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



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

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

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

### Section 3: Company Contributions

- (a) For employees hired, re-hired, or **who become covered under the CWA 13000 Agreement through any means** before July 1, 2015, the Company shall contribute a Company Matching Contribution equal to twenty-five percent (25%) of the Participant's Basic Contribution up to a maximum of 6 percent of eligible wage. R
- (b) For employees hired, re-hired or **who become covered under the CWA 13000 Agreement through any means** on or after July 1 2015, the Company shall contribute a Company Matching Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-bargaining Employees as soon as administratively feasible. R

## **ARTICLE 30** **INTERPRETATION AND PERFORMANCE**

- 1. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provision of this Agreement, or regarding a claim that either party has not performed a commitment of this Agreement, either party will, in writing to the other party, call a conference between the Negotiating Committee of the Union and the Chairman of the Management Bargaining Committee, for the purpose of reaching a mutually acceptable adjustment of the disputed matter. This conference will be held within ten (10) days of the date of such call. If after such a conference the disputed matter has not been adjusted to the mutual satisfaction of the Union and the

Company, it may be submitted to arbitration in accordance with the provisions of Article 23.

2. It is understood that 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 under this Agreement of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the company retains all rights not specifically limited by the terms of this Agreement. The rights of the company shall include, but are not limited to: the direction and supervision of all business operations and policies, the allocation, assignment or modification of job duties, the establishment of standards for job performance, the scheduling, hours of work and assignment of work, the right to contract out work, the determination of the need for and the qualifications of new hires, transfers and promotions, the disciplining, suspending, demoting or discharging of any employee where the company has met the standard of just cause. 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 and maintenance of rules for safe and efficient operations, the establishment of procedures to ensure prompt, efficient and courteous service to customers are vested exclusively in the company subject only to the express limitations of this Agreement.
3. The exercise of any management prerogative, function or right which is not specifically limited by the express terms set forth in this Agreement is not subject to the Grievance procedure.
4. **Work and Safety Policies and Rules.** The Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate.

The Company will provide the Union with copies of such policies and rules (or any changes) at least fifteen (15) calendar days prior to implementation unless earlier implementation is mandated by federal, state or local legislation or regulations. The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such

grievance must be filed no later than ten (10) days after its effective date.

## **ARTICLE 31**

### **Section 1: Amendments**

1. This Agreement may be amended by mutual consent of the Company and the Union. A proposal to amend by either party shall be submitted to the other in advance of the joint meeting at which such amendment is to be considered.

### **Section 2: Federal or State Laws**

1. If any provisions of this Agreement or its amendments, or the application of such provision to any person or circumstance, is held invalid by any Federal or State Law or the final determination of any Court or authority of competent jurisdiction, the remainder of this Agreement or its amendments, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## **ARTICLE 32** **EXCEPTIONS**

1. The provisions of this Agreement, except as to occupational wage rates and working hours, shall not apply to any occasional, temporary, or part-time employees, or to regular employees who have not had six months of continuous service with the Company. (An occasional employee is one who normally works less than a basic workweek.)

## **ARTICLE 33** **DURATION OF AGREEMENT**

1. This Agreement shall become effective as of November 1, **2017** and shall continue in effect until midnight, October 31, **2020**, and thereafter from year-to-year unless terminated by either party at least sixty (60) days prior to the expiration date.

R

## **ARTICLE 34** **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 right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

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

### **ARTICLE 35** **PICKET LINES - STRIKES**

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. 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 shall prevent the union from engaging in picketing or other publicity for purposes of truthfully advising the public of any contract disputes unless an effect of the activity is to induce any employee or other person to cease rendering or providing services to the Company.

During the term of this Agreement, the Company will not cause or engage in any lockout of its employees. In the event any of the above occurs, the union and its officers will do everything within their power to end or avert the same. Any employee who violates the above may be subject to corrective action.

**ARTICLE 36**  
**AGREEMENT**

This Agreement is entered into between the parties hereto to supersede any and all Agreements and amendments to hereinbefore executed, and all such agreements or amendments to agreements heretofore executed, shall, upon the signing hereof, become null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and by their duly authorized representatives this 31<sup>st</sup> day of October, **2017**. R


APPROVED BY:

United Telephone Company of  
Pennsylvania

Communications Workers of  
America

\_\_\_\_\_  
Kevin McCarter  
Region President  
East Region

\_\_\_\_\_  
Jonathan D. Remington  
CWA Staff Representative

  
\_\_\_\_\_  
Michael G. Lynch  
Senior Director  
Labor Relations

Company Negotiating  
Committee:

Joseph A. Basile  
Jennifer Franklin  
Bill Wise

Union Negotiating Committee:

Tom Crawford  
Joe Kopac  
Tom Landers

**CENTURYLINK**  
**WAGE SCHEDULE - CWA 13000**  
**EFFECTIVE: November 1, 2017\***

Exhibit A

STEP	WAGE SCHEDULE		
	BX1	BX2	BX4
Start	\$8.96	\$11.48	\$12.36
6 Months	\$9.89	\$12.70	\$13.67
12 Months	\$10.94	\$14.06	\$15.12
18 Months	\$12.09	\$15.53	\$16.72
24 Months	\$13.37	\$17.19	\$18.51
30 Months	\$14.78	\$19.03	\$20.48
36 Months	\$16.32	\$21.03	\$22.66
42 Months	\$18.04	\$23.27	\$25.07
48 Months	\$19.91	\$25.73	\$27.74
54 Months	\$22.01	\$28.48	\$30.72
<b>Group BX1</b>	Building Maintenance Worker		
<b>Group BX2</b>	Construction Tech, Public Access Tech		
<b>Group BX4</b>	Business Svc Tech, Cable Splicer, Customer Svc Tech, Equipment Installer, Network Tech		

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

**CENTURYLINK  
WAGE SCHEDULE - CWA 13000  
EFFECTIVE: November 1, 2018\***

**Exhibit A**

STEP	WAGE SCHEDULE		
	BX1	BX2	BX4
Start	\$9.14	\$11.71	\$12.61
6 Months	\$10.09	\$12.95	\$13.94
12 Months	\$11.16	\$14.34	\$15.42
18 Months	\$12.33	\$15.84	\$17.05
24 Months	\$13.64	\$17.53	\$18.88
30 Months	\$15.08	\$19.41	\$20.89
36 Months	\$16.65	\$21.45	\$23.11
42 Months	\$18.40	\$23.74	\$25.57
48 Months	\$20.31	\$26.24	\$28.29
54 Months	\$22.45	\$29.05	\$31.33
<b>Group BX1</b>	Building Maintenance Worker		
<b>Group BX2</b>	Construction Tech, Public Access Tech		
<b>Group BX4</b>	Business Svc Tech, Cable Splicer, Customer Svc Tech, Equipment Installer, Network Tech		

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



**CENTURYLINK  
WAGE SCHEDULE - CWA 13000  
EFFECTIVE: November 1, 2019\***

Exhibit A

WAGE SCHEDULE			
STEP	BX1	BX2	BX4
Start	\$9.32	\$11.94	\$12.86
6 Months	\$10.29	\$13.21	\$14.22
12 Months	\$11.38	\$14.63	\$15.73
18 Months	\$12.58	\$16.16	\$17.39
24 Months	\$13.91	\$17.88	\$19.26
30 Months	\$15.38	\$19.80	\$21.31
36 Months	\$16.98	\$21.88	\$23.57
42 Months	\$18.77	\$24.21	\$26.08
48 Months	\$20.72	\$26.76	\$28.86
54 Months	\$22.90	\$29.63	\$31.96
<b>Group BX1</b>	Building Maintenance Worker		
<b>Group BX2</b>	Construction Tech, Public Access Tech		
<b>Group BX4</b>	Business Svc Tech, Cable Splicer, Customer Svc Tech, Equipment Installer, Network Tech		

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

EXHIBIT B  
 United Telephone of Pennsylvania - CWA 13000  
 PENSION PLAN  
 FLAT DOLLAR BENEFIT UNITS  
 MONTHLY BENEFIT PER YEAR OF SERVICE

Job Classification	Wage Schedule	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55

<u>November 1, 2015 TO October 31, 2020</u>												
---------------------------------------------	--	--	--	--	--	--	--	--	--	--	--	--

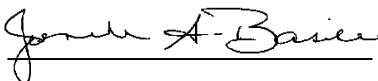
Schedule 1	BX1	46.40	44.10	41.80	39.40	37.10	34.80	32.50	30.20	27.80	25.50	23.20
Schedule 2	BX2	60.00	57.00	54.00	51.00	48.00	45.00	42.00	39.00	36.00	33.00	30.00
Schedule 4	BX4	64.70	61.50	58.20	55.00	51.80	48.50	45.30	42.10	38.80	35.60	32.40

**Memorandum of Agreement  
Between  
United Telephone Company of Pennsylvania  
d/b/a CenturyLink  
and  
Communications Workers of America Local 13000 (Butler District)**

1. Management will give approval to the Bargaining Unit Employee(s) (BUE), to order materials for the BUEs. Management will continue to order materials unavailable to BUEs.
2. Bargaining Unit Employee(s) (BUEs) will unpack pallets, maintain inventory in storerooms and outside storage yard. BUEs will order their own materials with management approval and will process returns and repairs. All Bargaining Unit Employees will be given proper training on how to utilize and order materials through the ordering system.
3. Engineering materials will be ordered and delivered as outlined under the master contractor agreements, and on the occasion when a contractor would need to pick up materials from the Company warehouse, appropriate arrangements will be made between management and BUEs to do so.
4. The Company and the Union agree that material processes and Company systems are subject to change which may result in the need for periodic review of these responsibilities. The Company and the Union are committed to resolving any future issues and will continue to meet and discuss any changes that may occur.


This Memorandum of Agreement is effective November 1, **2017**, and shall expire on October 31, **2020**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on October 31, **2020** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

United Telephone Company of  
Pennsylvania



Joseph A. Basile  
Labor Negotiator

Communications Workers of  
America, Local 13000



Jonathan D. Remington  
CWA Staff Representative

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