

CONTRACT

**CAROLINA TELEPHONE
AND
TELEGRAPH COMPANY**

AND

**LOCAL 1912 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO & CLC**

EFFECTIVE DATE: JUNE 1, 2018

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DEFINITIONS

1. **Basic Wage Rate** - Rate of pay exclusive of all differentials and extra payments.
2. **Emergency** - An unforeseen combination of circumstances which calls for immediate action; for example, a serious interruption of service.
3. **Fully Employed** - As used in Section 14.04, Overtime, Article 14, means working forty (40) hours per week plus required overtime within the work group involved at that exchange location.
4. **Full-Time Employee: A full time employee is one who is regularly scheduled to work 40 hours per week Sunday to Saturday inclusive.** N
5. **Gender** - The use of masculine or feminine gender, or titles such as Frameman, Lineman, etc., in this Agreement, shall be construed as including both genders and not as a sex limitation unless there is a bona fide occupational qualification which dictates the gender.
6. **Headquarters** - An exchange, location or town designated by the Company as being the place of employment for a particular employee.
7. **In-charge Differential** - Payments, over and above the basic rates, made to hourly rated, non-supervisory employees on productive work who coordinate and are responsible for the work activities at an exchange location and act on behalf of Company management in that location.
8. **Net Credited Service** - Length of service as computed by the Company for pension and benefit purposes.
9. **Occasional Employee** - An employee during the hours worked only and who works intermittently when needed. Such employee is not entitled to paid time off, holidays, sick leave, and does not participate in Group Hospital and Life Insurance Plans.
10. **Overtime Rate** - One and one-half (1 1/2) times the basic wage rate of pay.
11. **Part-time Employee** - An employee who is scheduled to work 30 hours per week or less and are eligible for benefits in accordance with Company policy, subject to eligibility requirements of the particular benefit plan and relevant waiting periods. R

12. **Regular Employee** - An employee in any department engaged to work a full-time or normal workweek.
13. **Regular Rate of Pay** - Basic Wage Rate plus any differential payment.
14. **Reporting Location** - The designated place at which employees will be required to report for work.
15. **Session** - An unbroken work period. Two sessions constitute a tour.
16. **Temporary Assignment** - Assignment not to exceed ninety (90) calendar days unless mutually extended for a longer period.
17. **Temporary Employee** - Either a regular or part-time employee hired for a period not to exceed twelve (12) months in cases of relief due to extended disability absences. Such employee is not entitled to paid time off, holidays, sick leave, and does not participate in Group Hospital and Life Insurance Plans.
18. **Tour** - Any eight (8) hours of assigned duty.
19. **Tour Differential** - Payments, over and above the basic rates, made to hourly rated employees whose work tours do not fall wholly within the day period, 6:00 a.m. to 8:00 p.m.
20. **Workday** - The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call out is a part of the workday on which such tour or call out begins. Any connecting time that precedes a tour is a part of the workday on which the connecting time begins. Any connecting time that follows a tour is a part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work that starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.
21. **Work Group** - A group of employees who interchange on work assignments and relieve each other.
22. **Working Leader** - The term "Working Leader" as used herein refers to an assignment on which the employee has the responsibility of directing the work of a group of employees and is required to perform some of the same work as that of the group directed.

PREAMBLE

THIS AGREEMENT, made on the 1st day of June, **2018** by and between CAROLINA TELEPHONE AND TELEGRAPH COMPANY, D/B/A CenturyLink, a North Carolina corporation, hereinafter referred to as the "COMPANY", and LOCAL UNION 1912 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO & CLC, hereinafter referred to as the "UNION". R

THIS AGREEMENT between the parties is applicable to the Company's facilities at Southern Pines, Pinehurst, Vass, Carthage, Whispering Pines, Robbins, Fuquay Varina, Angier, Siler City, Pittsboro, Bonlee, Goldston, Gibsonville, and Kernersville, North Carolina, and their successors serving these exchange areas, and shall be construed as a single AGREEMENT covering all the above mentioned installations.

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for all employees presently listed under the wage schedules in Appendix A of the Agreement of the Marketing and Business Development, Network Engineering, and Customer Service Departments at Southern Pines, Pinehurst, Vass, Carthage, Whispering Pines, Robbins, Fuquay Varina, Angier, Siler City, Pittsboro, Bonlee, Goldston, Gibsonville, Kernersville, North Carolina exchanges, excluding all secretaries, professional employees, technical employees, janitors, guards, foremen, and supervisors as defined in the National Labor Relations Act, as amended. In the event that **the Company elects to hire employees back into the following job titles** Utility Locator, Service Representative, Teller, Storeroom Worker, Line Worker, Public Access Technician, **Operations Clerk, Cable Splicer** and Facility Assigner, it will be represented by IBEW, Local 1912 **and this Agreement will be opened to negotiate the wage rates for these job titles.** R

ARTICLE 2 PAYROLL DEDUCTION AND UNION DUES

2.01 The Company agrees, during the term of the Agreement, to honor assignments of wages given by any of its employees covered by this Agreement, and filed by the Union with the Company, provided, however, that such assignment be in the form of a written authorization filed by the employee in the following form:

"I hereby authorize and direct _____ to deduct from my pay, Union Membership initiation fee, dues and assessments in the amounts fixed in accordance with By-Laws of Local Union _____ and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the employers and the Union. This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement whichever occurs sooner and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature: Date: Dept:

- 2.02** Payroll deductions under this Article shall be made on the second pay period ending in each calendar month, beginning with the first such pay period ending subsequent to the effective date of this Agreement, provided, however, no initial wage deduction shall be made as to any employee whose authorization is not filed with the Company sufficiently in advance to be taken into account in preparing the then current payroll. All payroll deductions will be made in arrears, not in advance.
- 2.03** The Company agrees to remit all such payroll deductions to the Financial Secretary of the Local Union on a monthly basis at an address to be furnished in writing to the Company. The Company will furnish the Union Local each month a list showing the names of employees from whom dues were deducted.
- 2.04** The Union guarantees the genuineness of all signatures on all payroll deduction authorizations furnished to the Company hereunder.
- 2.05** The Union agrees to indemnify, defend and save harmless the Company from any and all loss or liability by reason of any amounts deducted and remitted to the Union under the provisions of this Article.
- 2.06** The Company agrees to provide payroll deductions for IBEW COPE (Committee on Political Education). Deduction requests must be submitted on a properly completed authorization card. The amount specified will be deducted every pay period, during the term of the

Agreement, if sufficient paycheck money is available. The Company will furnish the Union Local each month a list showing the names of employees from whom COPE deductions were deducted. The Union agrees to hold the Company harmless against any claims that might be made by any employees as to the application of the funds.

ARTICLE 3 UNION REPRESENTATION

- 3.01** For the purpose of representation within the Company, the Union shall be entitled to appoint one (1) employee from the Local as Union delegate and one (1) employee as alternate Union delegate each in the Marketing and Business Development, Network Engineering, and Customer Service Departments covered by this Agreement. The Union will promptly notify the Company, in writing, of their names and from time to time, of any changes in names. Said Union delegates and/or alternate Union delegates shall restrict their activities to the handling of grievances and other legitimate Union business.
- 3.02** The Union shall also appoint a Grievance Committee of not more than three (3) members from among its own officers and/or employees in the bargaining unit at the exchanges covered by this Agreement. The Union will promptly notify the Company, in writing, of their names and from time to time, of any changes in names.
- 3.03** The Company understands that the presence of such delegates, alternate delegates and Grievance Committee members is a function of the Union.
- 3.04** The Union, its agents or employees, will not solicit members, engage in organizational work or any other Union activities, during the working time of employees, except during employee relief periods.
- 3.05** The authorized, non-employee representatives of the Union for the performance of official Union duties, and subject to prior permission from the Company, shall be permitted to enter the premises of the Company at any reasonable time during working hours. Said business representatives shall not interfere with the normal work duties of employees or the operation of the exchange.
- 3.06** Delegates, alternate delegates and Grievance Committee members shall not absent themselves from work without the prior express permission of their immediate supervisor.

- 3.07** The Company, as the occasion requires, will designate a representative or representatives of the Company to meet with the Union Grievance Committee, as hereinafter provided.
- 3.08** In the event an employee covered by this Agreement is to be suspended or discharged, the Union president will be notified immediately. Additionally, the Company will provide a copy of all formal corrective action letters to the Union president.
- 3.09** The Company will compensate Union negotiation committee representative(s) of no more than three (3) Company employees for a period of time not to exceed one hundred twenty (120) hours/8 hours per day during the collective bargaining agreement negotiations.

ARTICLE 4 COOPERATION

- 4.01** The Company subscribes to the principle that a well-informed Union leadership promotes harmony and efficiency in Union-Management relations. The Company agrees to notify the Union of any proposed changes affecting rates of pay, hours of work and other conditions of employment. It is understood that the Company has the sole right to institute all such changes as it may consider necessary, subject to terms of this Agreement.
- 4.02** The Union agrees to cooperate with the Company at all times in maintaining a high degree of service to its customers and through conscientious endeavor and application of effort to strive for the lowest possible costs. The members of the Union, employees of the Company, individually and through their Union, agree that they will individually and collectively, perform loyal and efficient work and service for the Company.
- 4.03** **The Company and the Union will share equally the cost of printing the contract. Both parties will endeavor to have the contract reviewed, proofed and printed within one hundred twenty (120) calendar days after notice of ratification.**

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ARTICLE 5 MANAGEMENT RIGHTS

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

- 5.02** Subject to the terms and conditions of this Agreement, the management, direction, supervision and control of the Company's business operations, working force and plant are exclusively vested in the Company. Without limiting the generality of the foregoing, the Union recognizes that, subject to the express provisions of this Agreement, the right to plan, direct and control the Company's business operations and working force; to determine the need for a reduction or any increase in the workforce and the implementation of any decision with regard thereto; to add incentive programs; to interview or to establish other prerequisites for jobs; to transfer work from one **job title** to another; to hire, suspend, transfer, layoff, and, for just cause, to discipline or discharge employees; to determine the means and methods by which work is to be performed; to determine **job titles** and standards of performance, to introduce or discontinue any production methods or facilities, including the right to contract out work performed by employees covered by this Agreement; and the right to require employees to observe Company rules and regulations not inconsistent with this Agreement, are all vested exclusively in the Company.
- 5.03** It is further understood and agreed that all rights heretofore exercised by, or inherent in the Company, not expressly contracted away by the terms of this Agreement, are retained solely by the Company; and that should the Company fail to exercise any of said rights, or exercise them in a particular manner, it shall not be deemed to have waived said rights or be precluded thereafter from exercising them in some way or manner.
- 5.04** The Company shall advise the Union at least 2 weeks in advance of its intention to consolidate or transfer work prior to implementing such changes. If the consolidation or transfer of work results in the layoff or reassignment of employees, impacted employees will be entitled to all rights outlined in Article 35 of this Agreement.

ARTICLE 6 NON-DISCRIMINATION

- 6.01** The Company agrees not to discriminate against, interfere with, restrain or coerce employees because of membership or lawful activity in the Union. The Union agrees not to intimidate or otherwise coerce any employee because of non-membership in the Union or for the purpose of inducing such employee to become a member of the Union.

6.02 The Company and the Union mutually agree that they will not tolerate any form of harassment and they will not discriminate against such employees or applicants for employment because of race, age, color, religion, creed, sex, handicap, or national origin. In keeping with that agreement, neither the Company or the Union will tolerate sexual harassment by any of its employees. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (a) Submission to the conduct is made either an explicit or implicit condition of employment;
- (b) Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- (c) The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

6.03 The use of masculine or feminine gender, or titles, such as Frameman, Lineman, etc., in this Agreement, shall be construed as including both genders and not as a sex limitation, unless there is a bona fide occupational qualification which dictates the gender.

6.04 The Company will advise all new employees that there is a Collective Bargaining Agreement in existence and provide all new employees with a copy of the Agreement.

6.05 The Company and the Union will comply with the Americans with Disabilities Act to ensure fair and equitable treatment of applicants and employees with disabilities. The parties herein will further ensure that reasonable accommodations are afforded to disabled applicants and employees on a case by case basis.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 A grievance shall be termed to be a complaint, not excluded from the grievance and/or arbitration procedure, filed by an employee against the Company, during the term of the agreement, involving the interpretation of the true intent and meaning of, or the alleged violation of this Agreement.

7.02 Any individual employee or group of employees and/or the designated union representative shall have the right to present any issue to the

immediate supervisor. Should the issue remain unresolved after ten days the employee or group of employees and/or the union representative may proceed to follow the grievance procedure defined below.

- 7.03** Except as otherwise provided in this Agreement, no grievance shall be entertained by the Company except in the following order and manner, and within the following time limits:

Step 1: An aggrieved employee and/or his/her representative shall first present his/her grievance to his/her local manager in writing on a form provided by the Company, identifying the grievance, setting forth the facts giving rise to the grievance, and the remedy requested within ten (10) calendar days from the occurrence of the event giving rise to the grievance. Said local manager shall have ten (10) calendar days in which to answer, adjust or settle such grievance.

Step 2: If the grievance is not settled satisfactorily in accordance with the procedure of Step 1, the written grievance may be presented to the Company's designated Human Resources Department representative by the Union's local president. An International Representative of the I.B.E.W. may be present at this step of the grievance procedure in conjunction with the designated Human Resources representative and appropriate management representative. A grievance at this step must be presented within twenty (20) calendar days after receipt of the answer under Step 1. The grievance at this level shall be presented in writing, and shall contain the facts giving rise to the grievance, and the remedy requested. The Company shall furnish to the Union a written reply to the grievance within thirty (30) calendar days after the matter was presented to it.

- 7.04** Time Limits: In the event the Company does not answer a grievance within the prescribed time limits the grievant may proceed immediately to the next step. The time limits contained in this Article are to be strictly construed and may be extended only by mutual agreement in writing. All grievances may be heard via conference calls

- 7.05** A decision reached at any step of the grievance procedure as hereinabove provided, shall be final and binding upon all parties; provided, however, that it will not be precedent-setting until and unless it reaches Step 2. Any settlement at Step 2 shall constitute a precedent unless otherwise stated in the second step answer and agreed to by the Company and the Union.

7.06 Union employee delegates, and the Grievance Committee, with the approval of the management, may be permitted to confer during working hours with management representatives on grievance matters, without loss of pay for the grievant and/or the Union Steward. Not more than two (2) members of the Local Union (three (3) if the third person has something significant to add (as determined by the union)) shall be compensated at their regular rate of pay, for time spent conferring during working hours with management representatives on grievance matters. However, only one (1) employee will be paid for the time spent in traveling. No employee will be paid for grievance procedures administered during nonscheduled work hours. This clause does not cover contract negotiations or government agency proceedings.

ARTICLE 8 ARBITRATION

8.01 Only disputes, during the term of the Agreement, involving the interpretation or violation of the express provisions of this Agreement shall be subject to arbitration, except that all matters pertaining to wages are expressly excluded from arbitration.

(a) Any grievance, except on wages, may be taken to arbitration provided it claims a violation of an express provision of the Agreement and has been properly processed through the grievance procedure as provided in Article 7, GRIEVANCE PROCEDURE. Demand for arbitration must be made in writing by the Union and served on the Company within twenty (20) calendar days after the date of the decision at Step 2 of the grievance procedure.

(b) Grievance Mediation – By mutual consent grievances may proceed to mediation prior to impartial arbitration. The mediator’s recommendations are not binding upon either party.

8.02 **The Union shall after notification to the Company, submit a written request from the Federal Mediation and Conciliation Service for a panel of seven (7) members of the National Academy of Arbitrators with a simultaneous copy to the Company’s Labor Relations Manager. After receiving the list of arbitrators, and within 15 workdays of its receipt, both parties shall select an arbitrator by alternately striking from the list of seven names. The Union, as moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.**

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- 8.03** The decision of the impartial arbitrator shall be final and binding upon the parties hereto on disputes that are the proper subject of arbitration hereunder.

Failure to comply with the time limits set out in this Article shall constitute an abandonment of the grievance, and it shall be deemed settled on the basis of the other party's answer in Step 2 of the grievance procedure.

This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. In the event a discharged employee is awarded reinstatement and backpay, backpay will be limited to the employee's regular straight-time wages and will not include overtime, other premium payments or interest.

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

- 8.04** The arbitrator appointed hereunder shall conduct a hearing and render his/her decision in writing with all reasonable promptness, and shall be bound by all the terms of this Agreement and shall have no power or authority to change the Agreement in any particular, or to add to or take away from its terms or to make a new Agreement for the parties.
- 8.05** The Union and the Company shall each pay any and all expenses of their respective witnesses, which either may elect to use in connection with any arbitration. Employees losing time as a result of participation in proceedings under this Article shall be made whole by the party on whose behalf they appear.

- 8.06** The compensation and expenses of the impartial arbitrator including cost for the arbitration room, shall be borne equally by the Union and the Company.
- 8.07** 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 9 LOCKOUT AND STRIKES

- 9.01** The Union agrees that during the term of this Agreement it will not strike, and the Company agrees that there will be no lockouts.
- 9.02** The Union and its members agree that they will not cause, permit, sanction or participate in any strike, intentional slowdown in the rate of production, suspension of work, work stoppage, labor holiday, continuous meeting, concerted mass sickness or absence, or any other cessation or interruption of work of any kind during the term of this Agreement.
- 9.03** Any strikes, including sympathy strikes, picketing, intentional slowdown in the rate of production, suspension of work, work stoppage, labor holiday, continuous meeting, concerted mass sickness or absence, or other cessations or interruptions of work not expressly authorized in writing by the Union, a copy of which authorization shall be served upon the Company prior to the initiation of any of the above enumerated actions, shall be deemed as unauthorized, in which event there shall be no liability on the part of the Union.
- 9.04** Any employee, or group of employees, who promotes, advocates, leads, encourages or participates in any unauthorized work stoppage or interruption of normal operations, as set forth in Section 9.02 of this Article, shall be subject to disciplinary action, including discharge by the Company, without recourse to the grievance procedure or to arbitration.
- 9.05** Nothing in this Agreement shall prevent the Company or the Union from obtaining relief through the Courts on lockout or strikes.

ARTICLE 10 PICKET LINES

- 10.01** Recognizing the obligations of the Company and its employees to render service to the public under the law of the State of North Carolina and the franchise granted thereunder, the parties agree that the presence of a picket line on or adjacent to the premises of any customer of the Company shall not remove the obligation to render service to such customer.
- 10.02** It is further agreed, however, that employees are not required to cross a picket line if, after a reasonable effort to gain entry to the customer's premises, it appears to the employee that such entry may result in physical violence or injury to him/her. In such event, the employee shall immediately notify his/her supervisor, and supervisors may perform all such bargaining unit work without violating any of the terms or provisions of this Agreement. Failure to gain entry to the customer's premises under the circumstances hereinbefore described shall not be cause for discharge or disciplinary action.
- 10.03** The Union and its members agree not to refuse to cross any picket lines at the Company's plant during the term of this Agreement, except such picket lines as may be established by the Union in keeping with the provisions of this Agreement; however, employees may, to prevent violence or injury, refuse to cross any picket lines and such refusal shall not be deemed to be a violation of this Agreement nor shall it be cause for discharge or disciplinary action.

ARTICLE 11 SENIORITY

- 11.01** Seniority under this Agreement shall be one of the following: Bargaining Unit Seniority; or Force Adjustment Seniority.
- (a) Bargaining Unit Seniority shall be defined as length of a regular full-time or regular part-time employee's work service within this bargaining unit.

This seniority will be used in all instances which involve an exercising of seniority except for force adjustments. Employees who leave the bargaining unit but remain employees of Carolina Telephone Company will have all previous bargaining unit time bridged upon reentry into the bargaining unit. Employees who leave the bargaining unit and do not remain employees of Carolina Telephone Company, upon reentry into the bargaining

unit, will have all previous bargaining unit time bridged upon completion of three (3) years service. No seniority will accrue while on layoff or leave of absence, but will immediately be bridged upon reinstatement into the bargaining unit.

- (b) Force Adjustment Seniority shall be defined as a regular full-time or regular part-time employee's work service within the bargaining unit, except, employees who leave the bargaining unit but remain employees of CT&T and who subsequently return to the bargaining unit within one (1) year will have all previous bargaining unit time bridged upon reentry into the unit. This seniority will be used in all aspects of force adjustments within the affected work group(s). No force adjustment seniority will accrue while on layoff or leave of absence, but will immediately be bridged upon reinstatement into the bargaining unit.
- (c) Seniority for two (2) or more employees hired on the same day after June 1, 2009, will be determined by using the last four digits of the employee's social security numbers with the higher number being more senior.

11.02 All new employees shall be probationary for the first six (6) months of their continuous employment with the Company and shall be deemed to be without seniority rights. During this probationary period, such employees may be separated by the Company for any cause, without recourse to the grievance procedure set out herein.

11.03 It is understood that when a new employee or a rehired employee has attained six (6) continuous months' employment with the Company, said employee becomes a regular employee with seniority dating back to his/her most recent date of hire. Such new employee or rehired employee shall then be given a definite **job title**. Individuals hired for special jobs shall be considered temporary employees for the duration of such project, not to exceed twelve (12) months.

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11.04 Force Adjustments and Technological Displacement.

- (a) Layoffs because of lack of work shall be in accordance with the following procedure:
 - 1. Newly hired probationary, temporary and occasional employees and contractors in the same **job title** and the same exchange shall be the first to be laid off.

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2. Regular employees will then be laid off in inverse order of their seniority within the affected job **title** within the exchange wherein the force adjustment is to be made, provided there are senior employees available who are qualified and fit to perform available work. R
- (b) A technological displacement occurs when a change in equipment, material, and/or methods results in the reduction of the number of bargaining unit employees or causes an individual employee to no longer be qualified to perform his/her job.
- (c) Employees to be laid off or technologically displaced under the provisions of this Article shall be first offered the opportunity to transfer to any available job on an equal or lower rated wage schedule provided the employee is deemed by the Company to be fully qualified and fit to perform the work. In addition, employees being displaced who were formerly displaced from a higher rated job may accept available jobs at a higher rate up to and including the previous wage scale they were displaced from. Such transfer shall take precedence over any other transfer request or job bid.
- (d) Any employee displaced by such layoff or technological displacement who is senior to an employee may displace the junior employee in the district. The employee(s) affected by such reduction of force may exercise their seniority rights in gaining continued employment in any location where they have seniority over an incumbent in a **job title** for which they have held the title before or are deemed fully qualified by the Company with minimal training. Employees that do not have seniority rights in a previously held title or that are not deemed qualified by the Company with minimal training will not have bumping rights and will be laid off. For the purpose of layoffs only, the Kernersville, Siler City districts, and the Fuquay-Varina and Angier exchanges constitute one district, and the Southern Pines district constitutes the other district. R
- (e) In no event shall an employee be permitted to displace a junior employee in a lower **job title** under the terms of 11.04 (d) above when the senior employee is not presently qualified if another such displacement by an unqualified employee in that same job title and exchange has taken place within the past twelve months. In addition, no more than three (3) displacements by unqualified employees within the same job **title** and district may occur in a twelve (12) month period. R

- (f) The following shall have reasonable expenses in connection with a relocation borne by the Company when the relocation results in transfer from one reporting location to another as long as the distance between the two is at least 50 miles:
 - 1. Employees offered and accepting the opportunity to transfer to an available job as provided in Section 11.04(c).
 - 2. Employees who are displaced by a senior employee as provided in Section 11.04(d) and who are offered and accept the opportunity to transfer to an available job.
 - 3. Employees who are displaced under the provisions of 11.04 (d) or (c) and are offered and accept reassignment with CenturyLink.

These expenses will be in accordance with the Company's Employee Relocation Policy, a copy of which was provided to the Union during this bargaining session.

- (g) At the time of layoff or displacement, each employee will indicate in writing whether they desire recall to their own exchange only or whether they would accept a transfer to another specific exchange or exchanges. If additions to the work force are required subsequent to a layoff, laid off employees, if qualified to perform the duties in the available jobs shall be offered reemployment in order of seniority by certified mail. Employees will be offered recall only to the exchange or exchanges they specified at time of layoff. Failure to report within ten (10) calendar days after the mailing of said certified letter sent to the last address furnished the Company by the employee shall result in the employee's termination unless the employee presents an excuse acceptable to the Company.
- (h) In the event an employee on layoff status is not recalled within twelve (12) months from the date of his/her layoff, the employment status of such employee shall be considered terminated.
- (i) Employees who are involuntarily transferred to a different **job title** or exchange as a result of being surplus or displaced shall receive equal consideration to return to their former **job title** and exchange, or **job title** and work group, on a seniority basis, if qualified to perform the duties in the available jobs, along with

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employees currently on layoff status with recall rights to that **job title** and location, prior to such job being posted for bid. This provision of homing rights shall expire at one (1) year from the date of involuntary transfer, or upon refusing an offer, whichever occurs first.

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- (j) Voluntary Termination - To avoid layoff or displacement of employees to other locations and/or work areas, the Company may first attempt to address workforce adjustments by offering voluntary termination, in seniority order, to employees in the affected job **titles(s)** and location(s). The Company may terminate the offering at its discretion at any time during the offering period. Employees so selected by the Company are eligible for termination allowance in accordance with Article 35 – Termination Allowance, paragraph 35.02. When deemed appropriate, the Company may, at its sole discretion, offer such employees a choice of reassignment to certain available job(s) for which they are qualified or termination allowance. Employees who are offered this voluntary termination offer have the right to accept or reject the Company's offer. Employees who elect to receive benefits under the provisions of this section shall not be entitled to benefits under Article 38. Employees who accept the voluntary termination offer and leave the service will be considered to have voluntarily terminated employment and will not be subject to provisions of paragraphs 11.04 (d) and 11.04 (g).

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The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth herein if it deems appropriate. In the event the Company decides to offer an enhanced voluntary termination payment, the Company shall communicate its intentions and the details of the enhancement to the Union prior to extending any offer to employees.

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11.05 Management will deliver to the President of the Local on a quarterly basis two (2) copies of a list of all employees in the bargaining unit in order of their seniority as defined in 11.01.

11.06 Employees shall retain all seniority rights while absent due to sickness or occupational accident. When such employees return to work, they shall be returned to their former position, provided they are physically able and qualified to perform the duties.

11.07 Job postings will be available on-line on the Company's internal website. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids.

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

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

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

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

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

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

11.08 Insofar as service requirements permit, the Company shall assign tours within the work group in accordance with preference of employees in the order of their seniority.

11.09 Senior employees bypassed for training shall not be penalized in any manner due to a lack of training. The company shall not lay off nor technologically displace a senior employee because of a lack of training. Effective June 1, 2003 this section does not apply to employees who are offered training opportunities and who state they would prefer not to attend the training. The Company will keep formal documentation of training opportunities offered to all employees.

11.10 The Company agrees that during the term of this Agreement if any employee is transferred into any area covered by this Agreement who is covered by a CenturyLink Collective Bargaining agreement that has a reciprocal provision shall have their seniority honored subject to the following conditions:

1. Only time accrued within a bargaining unit will be credited for seniority purposes.
2. An employee returning to the bargaining unit will have their previous bargaining unit seniority bridged after three (3) years.

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

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

ARTICLE 12 HOURS OF WORK

- 12.01** This Article is intended to define the normal hours of work, and is not to be construed as a guarantee of hours of work per day or per week.
- 12.02** Normal working hours shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days.
- 12.03** Normal working hours shall begin and end at the designated exchange or normal place of regular assignment of the Company.
- 12.04** Employees shall be at their designated places, ready to work at their regular scheduled starting time. Employees shall not quit working until their designated quitting time. Any violation of this clause shall be just cause for discipline by the Company.
- 12.05** All employees shall be allowed one (1) fifteen (15) minute break for each full session, without loss of pay, which break shall be taken as near the middle of each session as the workload will permit. The lunch periods of all employees shall not be a part of the workday and shall not be paid for. Lunch period will not exceed one (1) hour, including travel time, if any.
- 12.06** Any employee who works sixteen (16) consecutive hours, either regular time or overtime or a combination thereof, will be paid at a doubletime rate beginning with and including the seventeenth (17th) hour until released.
- 12.07** Employees who work 16 hours (inclusive of meal periods) or more in a given 24-hour period shall be allowed an eight hour non-paid rest period before returning to work.

ARTICLE 13 SCHEDULES

- 13.01** The Company shall not be restricted in establishing work schedules, individual schedules, and department schedules.
- 13.02** Individual schedules shall be posted not later than noon on Thursday for the following week. Employees so scheduled shall not be required to swap tours for the convenience of another employee. When a regular full-time employee is required by the Company to work hours outside such posted schedule, such hours shall be paid at one and one-half (1 1/2) times the straight-time hourly rate of pay. Nonscheduled

time paid at the overtime rate and worked without twenty-four (24) hours notice shall be included in the computation of overtime for all hours worked in excess of eight (8) hours in any one (1) workday but will not be included in the computation of overtime for hours worked in excess of forty (40) hours in the workweek. When an employee's scheduled off day is changed to a workday without twenty-four (24) hours notice, those hours worked will be included in the computation of overtime for hours worked in excess of forty (40) hours in the workweek.

- 13.03** An employee may request and be granted by mutual agreement between the immediate supervisor and the employee or employees involved, an exchange of assigned tours of work and days off when such exchange can be made without overtime or premium payment resulting. Such reassignment will then become a scheduled workday.
- 13.04** Employees will be permitted to select tours in their work group at their work location in the order of their seniority, provided they are qualified and able to perform the job. However, employees entering the work group subsequent to selection of tours shall be assigned work schedules by the Company until the next regular selection of tours. When scheduled Saturday, day tours (falling between 7:00 a.m. – 8:00 p.m.) are required, the assignment to work on Saturday, will be rotated among all qualified employees, to the extent possible, in the same group who work at the same location(s) and who normally work day tours during the week. The hours of such tours will be assigned and administered by the Company.
- 13.05** Work schedules for work groups will be made available by 3 p.m. the Tuesday immediately preceding the applicable scheduled period. Schedules may be posted for up to six weeks at a time. Selection of tours must be made by 5:00 p.m. on Wednesday in order to facilitate preparation and posting of schedule by Thursday noon. Tour assignments may be made by the Company for any employee who fails to notify his/her supervisor of his/her preferred tour by 5:00 p.m. Wednesday.
- 13.06** Where no changes are required in a posted schedule, it shall be considered as the current weekly schedule until a revised schedule is posted.
- 13.07** Nothing in the above restricts or prohibits the Company from assigning a tour or tours where the selection of tours results in the scheduling of an unqualified employee without proper assistance or supervision.

13.08 Nothing in the above authorizes the employee to select tours for the purpose of receiving a higher rate of pay for nonworked hours.

13.09 Four-Day Work Week

1. General

It is agreed a four-day work week may be implemented which will replace the normal five-day schedule, to all **job titles** whenever practicable, depending on service requirements and work load. It is mutually agreed that deriving incidental or indirect benefits, not specifically addressed, because of the implementation of a four-day work week is not in keeping with the intent and spirit of this agreement and any such efforts to derive such benefits will not be supported by either the Company or the Union.

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When implemented, the four-day work week generally should apply to all eligible employees of the work group. Work Group shall consist of “a group of employees who work under the same first line supervisor and who regularly relieve each other.”

Implementation of the four-day work week shall be voluntary and shall be mutually agreed upon between the employee and supervisor.

2. Work Day

For employees normally scheduled forty (40) hours per week, each tour will be of ten (10) hours duration. A session – one of the two parts into which a tour is divided – shall not be less than three (3) hours. One fifteen (15) minute relief period shall be assigned or allowed as near to the midpoint of each session as practicable.

For employees on a ten (10) hour work day, all work performed over ten (10) hours in any one day, or over forty (40) hours in any one week, shall be paid for at the employee’s overtime rate of one and one-half (1 1/2) times the employee’s **base** rate, provided the employee works the remainder of the scheduled work week, unless the company authorizes otherwise.

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3. Evening and Night Differentials

For four-day work week employees, the payment of evening and night differentials shall be based upon work tours which fall wholly or partly between 8:00 p.m. to 6:00 a.m.

4. Meal Allowance

Meal allowances shall be paid in accordance with Section 14.03 of the labor agreement.

5. Holidays

For four-day work week employees, the schedule for weeks containing a fixed, core, personal or floating holiday will revert to a normal five day schedule with the employee either scheduled and excused or scheduled to work on the holiday.

6. Paid Time Off

For paid time off purposes, those employees assigned a four-day work week will be reassigned to a five-day work week and treated in accordance with Article 23 of the labor agreement.

7. Absences excused with pay

All leaves of absence (union activity, jury duty, funeral leave) paid or unpaid, will be made on the basis of a five-day work week.

8. Reverting to a five-day schedule

It is recognized that various conditions, other than those specifically addressed in this Section, may necessitate the temporary reverting of four-day work week employees to five-day schedules (e.g. formal schools, temporary transfers, other employees in work group on paid time off, other employees in work group on A&S, Worker's Compensation, jury duty).

**ARTICLE 14
OVERTIME**

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

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- (a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday.
- (b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek.
- (c) All 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 16.

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;
- 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 to qualify);
- Paid rest period hours;
- Paid union time off for joint meetings with the Company.

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), Worker's Compensation, Military, unscheduled PTO, and any other paid time off not listed above;
- Any non-paid time off, including non-paid union time;
- Any hours worked on a non-scheduled Sunday;
- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold);
- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.

- 14.02 When it is necessary for employees to work in excess of three (3) hours after their regular quitting time, or three (3) hours before their regular starting time assuming this time connects with their normal work schedule, they shall be furnished a meal at the Company's expense and a meal at intervals of not more than six (6) hours thereafter until released from duty. Meals falling due between the hours of 12:00 midnight and 11:00 a.m. will be paid at the **actual cost of the meal not to exceed \$9.00**. Meals falling due between the hours of 11:00 a.m. and 12:00 midnight will be paid at the **actual cost of the meal not to exceed \$13.00**. **Receipts will be required and processed through the Company's Expense Policy.** R
- 14.03 No overtime work of the nature normally performed by employees covered under this Agreement shall be given to any contractor or subcontractor of the Company, unless all employees covered by this Agreement who normally perform the same work are fully employed. Part-time employees may be used to work overtime pro rata on the same basis as it can be worked by regular employees.
- 14.04 Employees shall not be laid off their regular schedule to offset overtime worked or to be worked.
- 14.05 An employee shall be expected to work any reasonable overtime requested by the Company. In the event all senior employees refuse a given overtime assignment, the Company may require the employee or employees with the least seniority in the job **title** normally performing the work, to work the overtime assignment. R
- 14.06 The Company will not work hourly rated contract forces in excess of a normal forty (40) hour workweek, except under emergency conditions or to complete work in progress, when qualified Company forces performing the same type of work in the exchange are available and have not been afforded the same amount of overtime opportunity in that week.

ARTICLE 15 WAGES

- 15.01 The wage rates set out in the schedules attached hereto and made a part hereof by reference shall be the applicable wage rates for the indicated departments and job classifications, effective the first day of the pay period closest to the effective date of the increase.

15.02 New Job Titles

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

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The Company shall notify the Union in writing at least fourteen (14) calendar days before the new job title is implemented, and shall provide the Union with a summary of the duties and the proposed wage rate or wage schedule.

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

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

Modified Job Titles:

First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job and do not require notice or bargaining with the Union. Any dispute about whether a change in procedures, equipment, or systems is routine and has minimal (in contrast to a substantial) impact must be brought by the Union within fourteen (14) calendar days of the date of the change using the Arbitration Procedure below.

Whenever the Company determines it appropriate to make a substantial change in the nature and scope of the work

employees in an existing job title have historically performed, it shall be handled as follows:

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The Company shall notify the Union in writing at least fourteen (14) calendar days before the changes are implemented, and shall provide the Union with a summary of the modified duties and any proposed changes in the wage rate or wage schedule, if a wage adjustment is deemed appropriate by the Company.

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

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

Arbitration Procedure for Disputes Over New and Modified Job Titles:

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

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

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job title or a modified job title as described above, the parties shall select an arbitrator following the procedure in Article 8. The parties further agree that within thirty (30) calendar days after

selection of the arbitrator each party will submit its final offer position on the wage schedule to an arbitrator, copying the other party. These final offer positions may thereafter be changed only with mutual agreement of the parties. Notwithstanding the limitations on an arbitrator's authority under Article 8, an arbitrator selected under this procedure shall have the authority to choose between the two final offers, and may also award retroactive wage adjustments. The decision of the arbitrator shall be final and binding.

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15.03 There shall be five (5) distinct classifications of employees:

- (a) Regular full time (RF)
- (b) Regular part time (RP)*
- (c) Temporary full time (TF)
- (d) Temporary part time (TP)
- (e) Occasional (O)

A Part time employee is an employee who is **scheduled to work 30 hours per week or less**. Positions in this category are eligible for Health and Welfare benefits according to Company policy. Other benefits are applicable according to Company policy and retirement and savings plans eligibility are governed by the plan documents.

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15.04 Any employee engaged or reengaged as a regular employee may be employed at, and progress from, such a rate in excess of the established starting rate as may be commensurate with his/her previous training, employment, and experience, in the sole judgement of the Company.

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

- 1) Wage progression/**step** increases will be effective based on the service anniversary date for active, full time employees and based on date last given for part time employees after the employee has worked 1040 hours.

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15.06 **Annual** wage increases shall be made in an employee's rate of pay during a disability absence or a job-related disability absence, covered by Worker's Compensation. **Annual** wage increases will be effective the first day of the period closest to the effective date of the increase.

ARTICLE 16
REPORTING AND CALL OUT

16.01 When employees are called back to work after having been released from the regular day's work, they shall receive the established overtime rate(s) of pay, but in no case shall they receive the equivalent of less than 2 hours' pay at the overtime rate of pay; time to start when employees reach their work location and to continue until the job has been completed, except when the employee's next regular workday intervenes during such call and in such event the overtime rate shall terminate at the beginning of the employee's regular working day.

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It is recognized that due to the nature of our business and the necessity of providing continuous service, overtime and call outs after hours are a normal part of the business. It is understood and agreed that employees may be required to work overtime as directed by the Company and employees are expected to generally accept call outs.

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16.02 If an employee is called out more than once within a four (4) hour period in relation to the same trouble, it will be treated as one (1) call out. An employee will not be dispatched on any trouble outside his/her normal work area unless every effort has been made to contact an employee in the area giving rise to an original or subsequent call out. Also, if another service affecting trouble occurs while an employee is on a call out, it will be treated as one (1) call out.

16.03 The parties to this Agreement hereby agree that in cases of emergency overtime where circumstances demand that service interruptions be cleared and hazardous conditions are a factor, the supervisor in charge, after consulting with the employee called, shall exercise his/her best judgement in determining whether or not the situation demands that more than one (1) employee is required to safely perform the emergency work.

ARTICLE 17
DIFFERENTIALS

17.01 Employees designated as working leaders, acting in the capacity of foremen or supervisors, by direction of management, shall be paid, in addition to their base rate, a differential of two dollars (\$2.00) per hour for all hours worked in such capacity. This does not apply to training.

17.02 Employees working scheduled hours which start or end between the hours of 8:00 p.m. and 6:00 a.m., shall be paid a differential of two dollars (\$2.00) per hour.

17.03 **It is understood that differential payments are fixed amounts that apply only to hours actually worked by employees that qualify for the differential. The differential amount is not compounded when the qualifying hours are worked at an overtime.**

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ARTICLE 18 TRAVEL EXPENSES

18.01 Employees who are attending school or training, or who are temporarily assigned work inside or outside of the operating area of the Company and who must stay overnight, will be reimbursed for the reasonable costs of meals, lodging, and/or transportation in accordance with the Employee Travel and Entertainment Reimbursement Financial Practice. Receipts may be required to verify expenses.

18.02 Whenever an employee's reporting location is temporarily changed and said location is not greater than thirty (30) miles from his/her headquarters, the employee will be permitted to travel on Company time and by Company transportation or at the Company's discretion be authorized to travel by means of his/her personal automobile. Whenever an employee's reporting location is temporarily changed and said location is greater than thirty (30) miles, the employee may, with prior approval of his/her supervisor elect to travel on his/her own time to and from his/her regularly established home. Related travel expenses will be reimbursed in accordance with the Employee Travel and Entertainment Reimbursement Financial Practice. Receipts may be required to verify expenses.

(a) An employee working outside his/her exchange at breakfast (between the hours of 12:00 midnight to 8:00 a.m.) will be paid a meal allowance of \$4.00. An employee working outside his/her exchange at dinner (6:00 p.m. to 12:00 midnight) will be paid a meal allowance of \$9.50.

18.03 When an employee is required to work or attend a training school, the Company may make suitable arrangements for lodging.

18.04 When the stay in any out of Company school or any out of Company work assignment is at least five (5) weeks, the Company shall pay reasonable travel expenses incurred by the employee to and from their

home every second weekend. The employee will not be compensated for travel time.

- 18.05** The Company shall designate the authorized means of transportation. Where the employee is allowed to travel by other than the specified means, the Company will then designate the particular travel schedule on which payment will be based.
- 18.06** When an employee is authorized by the Company to travel by means of his/her personal automobile, provided the employee submits evidence that he/she has minimum amount of liability insurance required by state law, the employee will be reimbursed the maximum amount allowed by CenturyLink per mile for travel over a route previously agreed upon by the Company.

ARTICLE 19 TEMPORARY ASSIGNMENT

- 19.01** For a period not to exceed forty-five (45) calendar days, the Company may temporarily transfer an employee from his/her regular job to some other job within or without his/her department to take care of emergency work, vacancies resulting in absence from work, or for any reason to avoid impairment of service. The senior qualified employees available will be given the first opportunity for transfer, if service requirements permit. If the senior qualified employees within the work group from which the temporary assignment is to be made refuse the transfer, the assignment will be given to the least senior qualified employee.
- 19.02** A regular employee assigned to the work of a higher classification shall be paid the rate of the higher classification at the step for his/her months of service for rate purposes for the duration of the temporary assignment provided the employee performs work in the higher classification for at least three (3) consecutive hours during the workweek.
- 19.03** A regular employee temporarily assigned to the work of a lower classification shall receive the rate of pay applicable to his/her regular job.
- 19.04** It is understood and agreed that foremen and supervisors shall be permitted to perform work normally assigned to employees covered by this Agreement in cases of emergency, testing materials and services, and while instructing and training employees.

ARTICLE 20 TRANSFERS

- 20.01** An employee who desires to be transferred from one exchange to another or from one work group to another shall notify his/her supervisor in writing of the job and location or work group to which he/she desires to be transferred. A request for transfer will be valid for a period to one (1) year from the date the request is first made.
- 20.02** Consideration shall be given to the request of an employee for transfer to an equally rated or lower rated job provided: 1) that it is based on good and sufficient reason as determined by management; 2) service requirements in the exchange or on the job from which the transfer is to be made will permit; 3) that the employee's qualifications are such that his/her services may be profitably used in the exchange or on the job to which he/she wishes to transfer; 4) that such employee has not been transferred by request or bid during the preceding twelve (12) months; and 5) the job has been posted and no bids submitted.
- 20.03** A request for transfer meeting the qualifications detailed in Section 20.02 above will be considered as a bid when the appropriate vacancy occurs in the classification requested.
- 20.04** When, as determined by the Company, an imbalance in the work force exists, a job may be filled by transfer from one exchange to another without posting provided there are no qualified employees on layoff with recall rights to that job. The job will be offered to qualified employees in order of seniority in the exchange from which the transfer is to be made. In the event no one accepts the job, it shall be filled by transferring the junior employee in the exchange who has sufficient qualifications to perform the work. If the employee declines the opportunity to transfer, the provisions of Article 11, SENIORITY, may be followed.
- 20.05** When an employee is transferred to a job having a higher maximum rate, the employee shall suffer no reduction in pay. The value of any previous experience of the employee as related to the new assignment shall be determined solely by the Company, both at the time of transfer and in the future. If the employee's rate of pay on his/her old assignment is higher than the top rate of the schedule applicable to his/her new assignment, his/her wage rate shall in no case be reduced below the top rate of the schedule applicable to his/her new assignment.

20.06 An employee will not be obligated to accept a permanent transfer so long as there is work in his/her present **job title** and location.

20.07 When an employee is placed in a lower rated job through provisions of Article 11, SENIORITY, Section 11.04, the affected employee(s) rate of pay shall remain at the same level as provided for in the job he/she is vacating for six (6) months from the date of displacement. At the beginning of the payroll period following the six (6) month anniversary of the displacement, the employee's rate of pay shall be reduced by fifty percent (50%) of the difference between his/her prior wage rate and the current wage rate. At the beginning of the payroll period following the twelve (12) month anniversary of the displacement, the employee's rate of pay shall be reduced to the applicable level based on the accrued months of wage credit for the wage guide to which the employee has been placed. The employee's job title will be changed at the time of displacement.

ARTICLE 21 PAYDAY AND PAY METHODS

21.01 All employees shall be paid every two (2) weeks. Unless prevented by circumstances beyond the Company's control, paychecks shall be available to the employees at or before noon of the Friday following the end of the two (2) week pay period, and in the event the designated payday falls on a holiday, paychecks shall be available not later than 5:00 p.m. on the day prior to the holiday. Failure of an employee to forward his/her daily work report in a timely manner shall disqualify said employee from the rights under this Section.

21.02 All employees will participate in direct deposit as their method of pay. All pay advices will be accessed on line and may be printed by the employee.

ARTICLE 22 HOLIDAYS

22.01 The Company recognizes the following holidays:

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

- 22.02** Holiday pay will not be duplicated. Employees covered by this Agreement shall receive up to eight (8) hours straight-time pay for each of the holidays enumerated in Section 22.01 hereof when not worked.
- 22.03** Employees scheduled to work on holidays shall be paid their holiday allowance, and in addition, shall be paid at one and one-half (1 1/2) their regular straight-time hourly rate for time worked, including differentials, if any, for all hours worked up to eight (8).
- 22.04** An otherwise eligible employee who does not report for work on a holiday when requested to do so at least forty-eight (48) hours before the holiday, automatically forfeits his/her pay for that holiday unless reasonable excuse is given.
- 22.05** When any of the holidays specified in this Article fall within an employee's paid time off, he/she may receive holiday pay in addition to the number of paid time off days to which he/she is otherwise entitled, or he/she shall receive an additional day of paid time off during the remainder of the calendar year. When the employee selects his/her schedule for paid time off during which a holiday occurs, the employee shall also select the date on which the additional day of paid time off is to be taken, service requirements permitting.
- 22.06** Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the following Monday.
- 22.07** If a recognized holiday as defined herein falls in the regularly scheduled workweek, then thirty-two (32) straight-time hours shall constitute the workweek for employees eligible for holiday pay for such week.
- 22.08** All holidays specified in this Article shall be observed on the day officially proclaimed by the state or national authority.

ARTICLE 23 PAID TIME OFF (PTO)

- 23.01** **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**

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

- (a) The approval of PTO time and/or unpaid 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.

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- (b) Paid Time Off (PTO) Schedule (for 2018 calendar year only):

Length of Service	Accrued	Current	Total
0 but less than 1 yr	0	6 days (48 hrs)	6 days
1 yr to fewer than 2 yrs	10 days	6 days (48 hrs)	16 days
2 yrs to fewer than 5 yrs	10 days	8 days (64 hrs)	18 days
5 yrs to fewer than 15 yrs	15 days	8 days (64 hrs)	23 days
15 yrs to fewer than 25yrs	20 days	8 days (64 hrs)	28 days
25 yrs and over	25 days	8 days (64 hrs)	33 days

In the first year of employment, employees hired between January 1st and February 28th will be granted six (6) days; employees hired between March 1st and April 30th will be granted five (5) days; employees hired between May 1st and June 30th will be granted four (4) days; employees hired between July 1st and August 31st will be granted three (3) days; and employees hired between September 1st and October 31st will be granted two (2) days.

Effective 1/1/19: Paid Time Off (PTO) Schedule:

Length of Service	Eligible Hours
0 but less than 1 year	48 hours*
1 year to fewer than 2 years	128 hours
2 years to fewer than 5 years	144 hours
5 years to fewer than 10 years	184 hours

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10 years to fewer than 15 years	204 hours
15 years to fewer than 20 years	224 hours
20 years to fewer than 25 years	244 hours
25 years and over	264 hours

***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.**

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

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.

23.02 Employees are encouraged to schedule and take all PTO within the calendar year. However, due to business or other 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 PTO will be automatically carried over for use by December 31 of the following year. This includes employees on Short Term Disability and/or Worker's Compensation. Any carryover hours not used by December 31 will be forfeited. Employees may not receive pay in lieu of PTO, except in situations where PTO is cancelled or postponed as described in this article.

23.03 Scheduling of PTO shall take into account both the service requirements and employee's preference according to the seniority of the employees. PTO shall usually start on the first of the calendar week. Employees may split PTO into periods of not less than one (1) week, if service requirements permit except as otherwise permitted in

Section 23.05. PTO scheduling and posting will be determined by local management and will be completed no later than January 31.

(a) Employees will be permitted to make their PTO selections among the employees in the exchanges where they normally support. Selection process will be by seniority of the employees in their respective work groups. PTO schedules will be combined as follows:

1. Kernersville, Gibsonville
2. Siler City, Pittsboro, Bonlee, Goldston
3. Fuquay Varina, Angier
4. Southern Pines, Pinehurst, Vass, Carthage, Whispering Pines, Robbins

23.04 When service requirements do not permit, an employee may be required to postpone or even cancel his or her scheduled PTO for the current year. In the event that cancellation by the Company of **scheduled** PTO time is necessary and no alternate date is agreed upon, the employee will be given the choice of carrying **up to a maximum of 40 hours** over to the next calendar year only, or will be paid the equivalent of his/her **scheduled** PTO time **that was cancelled** within the next pay period.

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23.05 In his/her supervisor's sole discretion, an employee may be permitted to take less than one (1) week of scheduled PTO, but in no case will PTO be taken in less than one-hour increments.

23.06 Employees may request to use up to 16 hours of PTO without advance notice, for personal emergencies. Service conditions permitting the supervisor will approve the PTO.

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23.07 All unused **earned** PTO hours 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 accrued 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.**

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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 only be entitled to any unused PTO in the current 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 their following year's PTO allotment.

23.08 PTO may be rescheduled during the unexpired or remaining portion of the PTO calendar year upon the request of any employee providing such rescheduling is consistent with service requirements.

1. When an illness or accident occurs during a vacation and continues into short term disability, the portion of that scheduled vacation period from the first day of disability after the waiting period, through the last scheduled day of vacation period or last day of disability, whichever comes first, may be rescheduled. When the illness or accident occurs during a vacation and does not result in short term disability, the vacation shall not be rescheduled.
2. If reasonable notice is provided his/her supervisor, an employee who is required to report for jury or witness duty as described in Article 25, on the first day of the vacation period, or the first day of any subsequent full week's segment of the vacation period, shall have vacation, or such segment, rescheduled upon request.

ARTICLE 24 LEAVE OF ABSENCE

24.01 In the case of death in the family of a regular full time employee with 90 days of continuous service, excused time off, with pay for scheduled time, will be granted as follows:

- Up to five days of paid leave for a death in the immediate family, defined as:

Spouse
Domestic Partner
Parents (including step-parents)
Child (including step-children)
Sibling (including stepbrother or stepsister)

- Up to three days of other covered relatives defined as:

Aunt	Uncle
Niece	Nephew
Grandparent	Grandchild
In-law (including mother, father, son, daughter, brother, sister, grandparents)	

Such time off will begin on the day of the death to and including the day after the funeral.

24.02 The Company shall be given reasonable notice prior to intended absence or funeral leave. In no case will payment be granted in lieu of time off. If a death or funeral of a member of the employee's immediate family occurs during the employee's paid time off, the employee will be allowed to use funeral leave and reschedule the remainder of his/her paid time off if time and service requirements permit.

24.03 All leaves of absence not specifically addressed in this agreement will be managed in accord with CenturyLink leave policies.

24.04 A Leave of Absence shall not carry a guarantee of reemployment, except for anticipated disability and newborn childcare as outlined in Section 24.03, but the employee concerned, desiring to return from leave, shall be given opportunity for reemployment before any new employees are hired, provided the returning employee is qualified to perform the work.

- (a) Any employee on leave of absence as provided in this Article or on sickness disability benefits who accepts employment with any other business without permission of the Company shall be considered to have quit.

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ARTICLE 25 JURY DUTY

- 25.01** If reasonable notice is given his/her supervisor, a regular full-time employee or regular part-time employee shall be excused from his/her regular duties for work time actually lost because he/she is required to serve on jury duty; and upon his/her furnishing the Company written proof from the clerk of the appropriate court of such service, he/she will receive the amount of straight-time pay which he/she would have earned had he/she performed his/her regularly scheduled work. Employees may keep the jury duty stipend received from the court.
- 25.02** Employees who serve on jury duty for one-half (1/2) day or less shall report for work for the balance of the day or forfeit the right to payment of benefits under this Article for such day. Hours on jury duty on days not scheduled to be worked will not be paid for by the Company. Employees are expected to work full time when not actually required in court. Employees whose regularly scheduled work hours are inconsistent with the normal hours of the court or grand jury involved, and who serve on a jury, shall be permitted to reschedule their work in order to receive the benefits under this Article, notwithstanding the provisions of Article 11, SENIORITY, and Article 13, SCHEDULES.

ARTICLE 26 MILITARY SERVICE

- 26.01** Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.
- 26.02** Employees who are members of the National Guard, or reserve components of the Army, Navy, Air Force, Marine Corps, or Coast Guard, and who are excused when called out with their military units for normal training periods or emergency service or when ordered to participate individually in training activities shall be paid the amount, if any, by which their basic company pay exceeds government pay. It is not the intent of any of the foregoing to provide such payments for more than ten (10) workdays in any one (1) year.
- 26.03** For this purpose, government pay will include basic pay, pay for special or hazardous duty and, for those with dependents the difference between quarters allowance established for members of the uniformed services with dependents and those established for members of the uniformed service with equal rank without

dependents. Requests to be excused for military training or duty involving absences of more than two (2) weeks in any one (1) year will be considered individually.

ARTICLE 27
PENSION AGREEMENT

Pension Agreement Between
Carolina Telephone and Telegraph Company and Local Union
1912 of the International Brotherhood of Electrical Workers

27.01 The Company has adopted the Embarq Pension Plan 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, which by reference thereto is incorporated herein and made part of this Agreement. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 3 below, any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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

Section 1. Emarq Pension Component of the CenturyLink Combined Pension Plan

The Company agrees to provide to Members, who are Eligible Employees as defined by the Emarq Component of the CenturyLink Combined Pension Plan (the “Retirement Pension Plan”), the pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective July 1, **2018** subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

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Except as provided in Section 3 below, a Member shall mean an employee of Carolina Telephone and Telegraph Company represented by Local Union No. 1912 of the International Brotherhood of Electrical Workers 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 Emarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in Sections 1.9, Continuous Service, and 1.11, Credited Service respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between Carolina Telephone and Telegraph Company and Local Union 1912 of the International Brotherhood of Electrical Workers is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a pension table increase. No Credited Service shall be earned following such date. Continuous

Service shall continue to be earned in accordance with Section 1.9, Continuous Service, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

Section 2. Amount of Allowance

- (a) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who retires under normal or early retirement under Article **III**, Retirement Allowance, of the Retirement Pension Plan shall be based on the Member's age in years and completed whole months, Job Classification and Credited Service at Termination of Employment; and date of Termination of Employment, or Normal Retirement Date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of Credited Service, subject to the provisions contained in Article **IV**, Provisions Relating to Pension Agreements of the Retirement Pension Plan.
- (b) The amount of the Retirement Allowance payable in the form of a life annuity to a Member who is entitled to a Deferred Vested Early Retirement Allowance as defined in Section 1.12 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Member age 65 at the time of the Member's termination of employment.

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Section 3. Hired, Rehired, or Transferred Employees On or After 1/1/2016 into IBEW 1912

Any employee who is first hired by the Company into IBEW 1912 on or after 1/1/2016 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into IBEW 1912 on or after 1/1/2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by IBEW 1912 on or after 1/1/2016 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired **or recalled**. Service on or after 1/1/2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Retirement Allowance earned prior to being rehired **or recalled** (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

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Any Legacy Embarq Employee who first becomes covered under the IBEW 1912 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 IBEW 1912 Agreement) on or after 1/1/2016 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the IBEW 1912 Agreement on or after 1/1/2016, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the IBEW 1912 Agreement. Service on or after 1/1/2016 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the IBEW 1912 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 IBEW 1912 Agreement) or rehired into IBEW 1912 on or after 1/1/2016 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after 1/1/2016 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later **becomes covered under** another union that allows

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benefit accruals under the Retirement Pension Plan, service earned with IBEW 1912 prior to the subsequent **move from IBEW 1912** will not be used to determine the Retirement Allowance in the Retirement **Pension** Plan but such service will be considered for purposes of eligibility, participation and vesting.

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

1. Any employee of Embarq prior to July 1, 2009.
2. Any employee of CenturyLink first hired on or after July 1, 2009 but before 1/1/2016 who worked at an Embarq entity and who became an Eligible Employee or is eligible to become an Eligible Employee.

Section 4. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by IBEW Local 1912, effective as of the date specified in the Retirement Pension Plan. Members represented by IBEW 1912 who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member’s single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms.

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

This Section shall terminate when the Agreement between the Company and the Bargaining Unit terminates. Thus, the Company

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

27.02 SAVINGS PLAN AGREEMENT

The Company has adopted the CenturyLink Union 401(k) Plan (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of such 401(k) Plan effective 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 CenturyLink Union 401(k) Plan 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 increments of one percent (1%) and shall be contributed to the Participant’s account. The participant may contribute on a pre-tax, Roth basis or combination.

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

Section 3 - Company Contributions.

- (a) For employees hired, re-hired, or who become covered under the IBEW 1912 Agreement through any means before 1/1/2016, the Company shall contribute a Company Matching Contribution equal to 25% of the Participant’s Contribution, up to a maximum of 6 percent of eligible wage.
- (b) For employees hired, re-hired, or who become covered under the IBEW 1912 Agreement through any means on or after 1/1/2016, the Company may contribute a Company Matching Contribution in accordance with the same matching contribution formula under

the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

27.03 VOLUNTARY BENEFITS PROGRAM

Effective January 1, 2004 eligible employees could elect to participate in the Voluntary Benefits Program. 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 for the continuing life of this agreement. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverage, Legal Services and Critical Illness Insurance.

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

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agent(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agent(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

ARTICLE 28 SICK LEAVE AND OCCUPATIONAL ACCIDENTS

Short Term Disability (STD)

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

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

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

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

The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The 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.

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

compensation, overtime, shift differential or other special payments or calculations.

- a) **For employees hired, re-hired or transferred into this bargaining unit before 1/1/20**, 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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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 yr but < 2 yrs	2 weeks	24 weeks
2 yrs but < 3 yrs	4 weeks	22 weeks
3 yrs but < 4 yrs	6 weeks	20 weeks
4 yrs but < 5 yrs	8 weeks	18 weeks
5 yrs but < 6 yrs	10 weeks	16 weeks
6 yrs but < 7 yrs	12 weeks	14 weeks
7 yrs but < 8 yrs	14 weeks	12 weeks
8 yrs but < 9 yrs	16 weeks	10 weeks
9 yrs but < 10 yrs	18 weeks	8 weeks
10 yrs but < 11 yrs	20 weeks	6 weeks
11 yrs but < 12 yrs	22 weeks	4 weeks
12 yrs but < 13 yrs	24 weeks	2 weeks
13 yrs or >	26 weeks	0 weeks

- b) **For employees hired, re-hired, or transferred into this bargaining unit on or after 1/1/20**, 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

- c) 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.

- 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.

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

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

Worker's Compensation

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

For employees hired, re-hired, or transferred into this bargaining unit before 1/1/20, 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 1/1/20, 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.

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

An employee is never entitled to more than 85% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both **WCSP** salary continuation and Worker's Compensation benefit payments in excess of 85% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.

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

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ARTICLE 29 GROUP HEALTH AND WELFARE BENEFITS

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

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

29.02 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.

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

ARTICLE 30 PHYSICAL, MENTAL OR OTHER EXAMINATIONS

- 30.01** Satisfactorily passing a physical examination by a physician selected by the Company may be a condition of employment.
- 30.02** The Company shall have the right to require any employee who has been absent because of layoff, illness, injury or other cause, to submit to a physical, mental or other examination by a physician of the Company's selection before being permitted to return to work.
- 30.03** The Company shall have the right to require physical, mental or other examination of employees or groups of employees from time to time by a physician of its selection. Should any such examination disclose that a transfer of an employee to another department or to another job within his/her department would be necessary from a health standpoint, then, and in such event, the employee may be transferred to a job he/she is able and fit to perform. In such case, the employee will be paid the rate of the job to which he/she is assigned.

- 30.04** The Company shall pay the cost of any physical, mental or other examination required or authorized by it.
- 30.05** In the event of a mental examination only, required and paid for by the Company, if the Union believes an injustice has been done an employee, the Union may have said employee examined at the sole expense of the Union. If the two physicians disagree, they shall mutually agree upon a third physician, whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Company and the Union. This Section shall not apply to employees who have not completed their probationary period.

ARTICLE 31
HEALTH AND SAFETY

- 31.01** Both the Company and the Union recognize the importance of maintaining high standards of safety and health in order to prevent injury and illness.
- 31.02** A Safety Committee will be maintained, and regular meetings held. This Committee will assist the Company in carrying out the accident prevention program.
- 31.03** The Union and the Company will cooperate to carry out any reasonable accident prevention program. Cooperation is required of the Company and the employees in promoting safety, through participation in safety meetings, lectures, training classes, and education.
- 31.04** It will be the responsibility of each employee to abide by the rules and regulations which govern safe working conditions. It is recognized that the Company (CenturyLink) has the exclusive responsibility to provide a safe and healthful work place and conditions of employment.
- 31.05** Each employee has the primary responsibility to observe practices of health, safety and cleanliness, neat dress and appearance appropriate to the work function.
- 31.06** When OSHA inspections are made by the Department of Labor only, a union representative will accompany inspector(s) without loss of pay.

31.07 When employees report for duty and because of inclement weather, are, in the opinion of the supervisor, unable to safely perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

- (a) Notwithstanding the provisions of paragraph 31.07 above, employees who report for work and who, because of unsatisfactory or unsafe working conditions that are beyond the control of the Company, are unable to satisfactorily perform any work shall be paid for three (3) hours or until dismissed from duty, whichever time is greater.

ARTICLE 32 EQUIPMENT

32.01 The Company will provide suitable rainwear for employees required to work outdoors during inclement weather. Unless and until proven inadequate, this will consist of one (1) set of raincoat and hat for each employee whose work necessitates the use of same. In addition, the Company will provide one (1) pair of approved line worker's rubber gloves for each service vehicle.

Employees required to wear personal protective footwear will receive up to a maximum of \$300 effective through December 31, 2019 by submitting an approved expense report accompanied by a valid receipt.

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Effective 1/1/20 – Safety Footwear - Employees with exposure to foot hazards as determined by the Company's Task Based Hazard Assessment for Personal Protective Equipment (PPE) and Safety Equipment must regularly wear safety footwear (safety shoes/boots) that meet the current national standards recognized by the Occupational Safety & Health Administration (OSHA) and internal CenturyLink requirements found in Safety & Health Practice on Personal Protective Equipment. The Company, in its sole discretion, and in accordance with OSHA standards, will identify employees who will be required to wear safety footwear.

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.

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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.

- (b) 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 6/1/2015, the Company will provide an annual (calendar year) maximum contribution of \$75 for the procurement of one (1) pair of prescription safety glasses (or replacement frames or replacement lenses) for employees in positions which require the wearing of safety eyewear subject to the following:

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

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.

- 32.02** Tools required by employees in the performance of their duties will be furnished by the Company. All tools so furnished will remain the property of the Company and be subject to periodic inspection by the Company.
- 32.03** Employees who are furnished tools by the Company will be held responsible for the proper use, maintenance and care of such tools, and will be required to replace, at their own expense, such tools as are lost or damaged because of improper care on their part.
- 32.04** Tools furnished by the Company to an employee will be returned to the Company when his/her employment terminates or at any other time as requested by the Company.
- 32.05** An insulated-type water container shall be provided with each construction vehicle normally carrying two (2) or more employees, and to other vehicles which in management's opinion, from time to time require a water container.

ARTICLE 33 PERSONNEL RECORDS

- 33.01** Before a complimentary or derogatory entry is placed in an employee's personnel record, the matter will be discussed with the employee. When a derogatory entry is placed upon the personnel record of an employee, the employee shall be so advised and the entry shall be subject to his/her inspection. After such inspection, the employee shall initial and date the entry as acknowledgement of having received and inspected the entry on that date.

33.02 The Company agrees to make available to the Union, information from an employee's personnel file necessary to resolve a grievance.

ARTICLE 34 BULLETIN BOARDS

34.01 Space on the Company's regular bulletin board shall be provided the Union for posting notices restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of election of officials within the Local Union;
- (c) Notices of Union appointments and results of elections for officials in the Local or International Union; and
- (d) Notices of Union meetings or any other legitimate Union business.

34.02 The Company agrees that the Union may post on Company bulletin boards factual and noncontroversial material by a responsible representative of the Union who shall initial the notice. If management contends posted notice is not within the spirit of this Article, the responsible Union representative will remove such notice. All notices will be dated and will be removed on a date specified on the notice.

ARTICLE 35 TERMINATION ALLOWANCE

35.01 Termination allowance shall be paid to all regular employees whose service is terminated under any of the conditions outlined below:

- (a) Laid off due to lack of work for any reason or technologically displaced.
- (b) Employees terminated due to technological change who are eligible to retire may be paid termination allowance not to exceed 100 weeks (52 weeks for employees hired after May 31, 2000) pay or \$75,000 whichever is less in addition to retirement benefits.

35.02 Termination allowance due under paragraph 35.01 (a) and (b) above shall be at the basic pay rate of the employee at the time of service

termination and shall be paid in a lump sum in accordance with the following:

Completed Net Credited Service	Number Weeks' Pay IF hired prior to 5-31-00	Number Weeks' Pay IF hired after 5-31-00
6 months	1	0
1 year	2	1
2 years	3	2
3 years	4	3
4 years	5	4
5 years	6	5
6 years	8	6
7 years	10	7
8 years	12	8
9 years	15	9
10 years	18	10
11 years	20	11
12 years	22	12
13 years	24	13
14 years	26	14
15 years	28	15
16 years	30	16
17 years	32	17
18 years	34	18
19 years	36	19
20 years	40	20
Additional weeks' Pay for each year over 20	4	3 (to a max of 52 weeks)

35.03 Termination allowances due under paragraph 35.04 below shall be at the basic pay rate at the time of service termination and shall be in accordance with the following:

Completed Net Credited Service	Number Weeks' Pay
6 months	0
1 year	1
2 years	2
3 years	3
4 years	4
5 years	5
6 years	6
7 years	7
8 years	8
9 years	9

10 years	10
11-15 years	13
Over 15 years	20

35.04 Employees who are dismissed or who are induced to resign from the service because of unadaptability or inability to satisfactorily fulfill their job requirements may receive, at the discretion of the department head concerned, two (2) weeks' salary in lieu of notice provided that such employees have two (2) years of service or less. Employees with more than two (2) years of service shall receive termination allowances as authorized by paragraph 35.03 above. In no case shall an employee dismissed for one of the above mentioned reasons receive both two (2) weeks' salary in lieu of notice and termination allowance as authorized.

35.05 Termination allowances paid under paragraphs 35.02 and 35.03 above are subject to the following conditions:

- (a) An employee who has his/her service terminated in accordance with paragraph 35.01 above after having been reengaged from a previous service termination under the conditions outlined in paragraph 35.01 (a) above shall be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service terminations.
- (b) If an employee has received a termination allowance under paragraph 35.02 above and returns to the employ of CenturyLink in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she shall repay the Company the difference between the amount of the termination allowance paid to him/her and the amount of his/her basic wage rate for the period of absence.

**ARTICLE 36
MISCELLANEOUS**

36.01 Nothing in this Agreement shall be construed to require either of the parties hereto to act contrary to any state or federal law, regulation, governmental authority or declaration. Should any provision or provisions of this Agreement be declared illegal by any Court of competent jurisdiction, such provision or provisions shall immediately become null and void, leaving the remainder of the Agreement in full force. In either event the parties shall thereupon seek to negotiate

substitute provision or provisions which are in conformity with the applicable laws.

36.02 It is agreed that the provisions of this Agreement shall not apply to inadvertent or bona fide errors made by the Company or the Union in the terms and conditions of this Agreement, if such error is corrected within sixty (60) days from the date of the execution of this Agreement.

36.03 It is understood that the Company may assign, modify or change work duties or requirements (The Company will provide advance notice to the Union President before it reassigns work from one **job title** to another). It is also understood that any assignment, modification or change in duties will not result in any surplus or technological displacement within either affected **job title**.

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36.04 The Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit for the purchase of approved garments through the Company authorized vendor to employees in those classifications which the Company deems appropriate. New hires in those classifications may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

Employees will be required to wear uniform and non-uniform garments that are, in the Company's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all work hours. Regular and all appropriate maintenance of an employee's uniform is the responsibility of the employee.

The Company shall provide shorts as an option for employee selection as designated by job title. Both the Company and the Union recognize that Company safety rules and obligations will not be lessened in any degree to accommodate employee wearing of the shorts.

A pin, not to exceed 1 ½ inches in diameter designating affiliation with the IBEW and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo.

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

36.05 Telephone Concession

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

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the service that is provided to non-bargaining employees.

36.06 Stand-By

In order to provide a level of service that meets the expectations and demands of our customers, the Company and the Union hereby agree to institute the following “Stand-By Technician” program for Business Service Technicians. With advance notice to the local Union President, other classifications and locations may be designated by the Company.

- (a) The “Stand-By” technician will stand call only in the area normally serviced by his or her work group. An employee will not be dispatched on any trouble outside his/her normal work area unless every effort has been made to contact an employee in the area giving rise to an original or subsequent call out.
- (b) The “Stand-By Program” will initially be voluntary and will be rotated within the affected work group by seniority among qualified volunteers. Should there be an insufficient amount of volunteers, it will be rotated within the affected work group by seniority among qualified employees.
- (c) The “Stand-By” technician will be available within one hour for non-connecting call outs.
- (d) The “Stand-By” technician will be equipped with a communication device to facilitate contact and to provide him or her with freedom to travel while on call.
- (e) The “Stand-By” technician will be paid a **rate** of **\$30** per week day of standby duty and **\$50** per week end day and holiday standby duty. This **rate** will be in addition to any call out pay. A **weekly stand-by rate (Monday-Friday) will be \$150.**

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- (f) The stand-by period will normally be for a five day work week and a two day weekend, or holiday. Individual days of standby may be scheduled based on service requirements.
- (g) The “Stand-By Program” is only in effect for clearing troubles, not service orders.
- (h) The hours of coverage will be from 5:00 p.m. until 8:00 a.m. on weekdays and 24 hours for weekend days.
- (i) This program is not intended to offset overtime.
- (j) The “Stand-By” technician will be able to home garage while on standby.
- (k) The schedule will be posted for selection by order of seniority.

36.07 Home Garaging will be administered, on a voluntary basis, in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Article 42.

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ARTICLE 37 LIMITATIONS OF AGREEMENT

- 37.01** This instrument covers all matters that are subject to negotiation between the parties and shall be construed to exclude any right, privilege or obligation not herein specifically mentioned.
- 37.02** This instrument constitutes the entire Agreement between the parties hereto, superseding any and all prior agreements, written, oral or implied, and shall not be altered, amended or changed in any particular, except in writing signed by the parties signatory hereto.

ARTICLE 38 SUPPLEMENTAL INCOME PROTECTION PLAN

38.01 Supplemental Income Protection Plan (SIPP)

- A. If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer employees the opportunity, in the order of seniority, to voluntarily leave the service of the Company

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and receive Supplemental Income Protection benefits as described below subject to the following conditions:

1. The Company in its sole discretion may offer SIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.
 2. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will determine the number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.
 3. Employees who elect to receive benefits under the provisions of this Section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.
 4. If an employee voluntarily accepts SIPP and is out or should go out on Short Term Disability, the Short Term Disability would end on the scheduled last day worked for SIPP designation regardless of the anticipated release date by the physician.
- B. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with

this Section begin within one month after such employee has left the service of the Company.

- C. For employees who so elect in accordance with this Section, the Company will pay the amount of Employee Income Protection benefits **which shall be** \$28,800. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.
- D. As used in this agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- E. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.
- F. In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate
- G. **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.**

ARTICLE 39 FAMILY CARE

- 39.01** Adoption Assistance Plan. The Company will provide an Adoption Assistance Plan and associated benefits as outlined in accordance with Company policy.

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

ARTICLE 40 AMENDMENT AND DURATION

40.01 This Agreement shall become effective on the 1st day of June, **2018**, and shall remain in full force and effect to and including 12 o'clock midnight on the 31st day of May, **2021**, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement, or terminate the same; provided, however, that the party desiring any such action, modification or termination, must notify the other to this Agreement, in writing, of its desire or intention not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date thereafter. Should either party to this Agreement serve such notice upon the other, the Company and the Union, through designated representatives, shall commence negotiations upon such desired change or modification not later than thirty (30) days prior to the expiration date in the year in which the notice is given. The time and place for said negotiations shall be mutually agreed upon, with each party giving due consideration to the convenience of the other.

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40.02 This Agreement shall be subject to amendment at any time by mutual consent of the Parties hereto. Such amendment shall be reduced to writing, shall state the effective date of the amendment, shall be executed in the same manner as this Agreement is executed and shall be approved by the International Office of the International Brotherhood of Electrical Workers.

ARTICLE 41 WORK JURISDICTION

41.01 The Company has the right to supplement the forces within the jurisdiction of the Union with other employees of the Company

whose bargaining units have entered into similar agreements to allow the Company to supplement forces within their respective jurisdictions under the conditions outlined below. The Company will not use any provision of this Article to supply Union craft employees to areas served by another Union having a labor agreement with the Company in the event of a strike by that Union.

41.02 Short-Term Temporary Assignments

The Company has the right to make short-term temporary assignments not to exceed ten (10) working days resulting from the following:

1. Unscheduled absences.
2. Skill and training requirements.
3. Abnormal, nonrecurring workloads (such as, but not limited to, golf tournaments, weather conditions, PBX installations, unusually high service order or trouble activity)
4. Special projects (such as, but not limited to, pay station conversions, inventories, UCRIS conversions).

Should conditions warrant, the above may be extended for an additional ten (10) working days upon notification to the Union.

41.03 Long-Term Temporary Assignments

Where temporary assignment needs are in excess of twenty (20) working days, the Company shall offer such temporary work to qualified employees who are represented by IBEW Local 1912 who are on layoff.

If those employees who are on layoff refuse such temporary work, the Company will have the right to assign other employees of CenturyLink who have entered into similar agreements for a period not to exceed ninety (90) calendar days to perform such work.

These long-term temporary assignments shall be limited to supplementing the existing work force to provide on-site training in digital offices, to perform pre-cutover activities, and installation of central office equipment.

- 41.04** The provisions of this article will not be used to eliminate or erode bargaining unit positions nor shall it be used for recurring routine assignments.

41.05 The Company shall provide notice to the Union of such assignments prior to the effective date of the assignment, where possible.

41.06 Should other situations occur that are not covered by this Article, the Parties shall discuss and handle each occurrence individually.

41.07 Recognition and/or Incentive Program

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition 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 agreed and understood that all customer contact employees shall be required to make referrals of company products and services as part of their normal job duties. The Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services and will notify the Union prior to the implementation of any new program.

The Company agrees that it will not issue discipline to employees for failure to complete sales of its products and services.

41.08 The Carolina Telephone and Telegraph Company Sickness Death Benefit (VEBA) Plan now provided to employees represented by IBEW 1912 will be continued for employees who were active employees prior to June 1, 2009, provided such employees remain continuously employed through their termination date.

1. If the termination date is the result of the death of the employee, the employee's designated beneficiary (ies) will be entitled to the death benefit provided by the VEBA.
2. If the termination date is the result of retirement and the employee is eligible to immediately commence their pension

benefit as a Special Early Retirement, Early Retirement, Normal Retirement or Disability Retirement, as defined by the Embarq Retirement Pension Plan, then the employee will continue to be a participant in the VEBA as a retiree and the retiree's designated beneficiary(ies) will be entitled to the death benefit provided by the VEBA.

Employees hired, rehired or transferred on or after June 1, 2009 will not be eligible for benefits under the VEBA.

ARTICLE 42 WORK AND SAFETY POLICIES AND RULES

42.01 Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal appearance and dress (including any uniform apparel), performance evaluations, conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs (including testing), use of vehicles on Company business, and reimbursement for business related expenses.

WITNESS the signatures of the parties hereto, by their duly authorized representatives, to this Agreement in quadruplicate, as of the date first above written.

Carolina Telephone and Telegraph
Company

International Brotherhood of
Electrical Workers AFL-CIO
& CLC-Local Union 1912

Kevin McCarter
Region Vice President
Southeast Region

International President, IBEW

Bryan Smith
Sr. Director
Labor Relations

Toddy D. Brooks
President, IBEW Local 1912

Company Negotiating Committee:

Union Negotiating Committee:

Joseph A. Basile
Rick Gould

Toddy D. Brooks
Benny Hunnicutt
Tony Diaz
Chad Simmons

CENTURYLINK
WAGE SCHEDULE – IBEW 1912 – Southern Pines, NC
EFFECTIVE: June 1, 2018*

WAGE SCHEDULE

STEP	55	56	60
Start	\$12.29	\$12.42	\$13.26
6 Months	\$13.58	\$13.76	\$14.63
12 Months	\$15.03	\$15.21	\$16.15
18 Months	\$16.65	\$16.84	\$17.82
24 Months	\$18.42	\$18.65	\$19.69
30 Months	\$20.38	\$20.62	\$21.73
36 Months	\$22.56	\$22.83	\$23.99
42 Months	\$24.94	\$25.26	\$26.49
48 Months	\$27.60	\$27.94	\$29.25
54 Months	\$30.55	\$30.90	\$32.48

Group 55	Cable Tech, Customer Svc Tech
Group 56	Business Svc Tech, Network Tech
Group 60	IP Business Technician

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

CENTURYLINK
WAGE SCHEDULE – IBEW 1912 – Southern Pines, NC
EFFECTIVE: June 1, 2019*

WAGE SCHEDULE

STEP	55	56	60
Start	\$12.47	\$12.61	\$13.46
6 Months	\$13.78	\$13.97	\$14.85
12 Months	\$15.26	\$15.44	\$16.39
18 Months	\$16.90	\$17.09	\$18.09
24 Months	\$18.70	\$18.93	\$19.99
30 Months	\$20.69	\$20.93	\$22.06
36 Months	\$22.90	\$23.17	\$24.35
42 Months	\$25.31	\$25.64	\$26.89
48 Months	\$28.01	\$28.36	\$29.69
54 Months	\$31.01	\$31.36	\$32.97

Group 55	Cable Tech, Customer Svc Tech
Group 56	Business Svc Tech, Network Tech
Group 60	IP Business Technician

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

CENTURYLINK
WAGE SCHEDULE – IBEW 1912 – Southern Pines, NC
EFFECTIVE: June 1, 2020*

WAGE SCHEDULE

STEP	55	56	60
Start	\$12.66	\$12.80	\$13.66
6 Months	\$13.99	\$14.18	\$15.07
12 Months	\$15.49	\$15.67	\$16.64
18 Months	\$17.15	\$17.35	\$18.36
24 Months	\$18.98	\$19.21	\$20.29
30 Months	\$21.00	\$21.24	\$22.39
36 Months	\$23.24	\$23.52	\$24.72
42 Months	\$25.69	\$26.02	\$27.29
48 Months	\$28.43	\$28.79	\$30.14
54 Months	\$31.48	\$31.83	\$33.46

Group 55	Cable Tech, Customer Svc Tech
Group 56	Business Svc Tech, Network Tech
Group 60	IP Business Technician

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

**APPENDIX B
 IBEW 1912 - Carolina Telephone and Telegraph Company
 PENSION PLAN
 MONTHLY BENEFIT PER YEAR OF SERVICE**

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

June 1, 2016 TO May 31, 2021

Schedule 2	51	44.00	41.80	39.60	37.40	35.20	33.00	30.80	28.60	26.40	24.20	22.00
Schedule 5	54	63.20	60.00	56.90	53.70	50.60	47.40	44.20	41.10	37.90	34.80	31.60
Schedule 6	55	64.30	61.10	57.90	54.70	51.40	48.20	45.00	41.80	38.60	35.40	32.20
Schedule 7	56	65.00	61.80	58.50	55.30	52.00	48.80	45.50	42.30	39.00	35.80	32.50
Schedule 8	60	66.40	63.10	59.80	56.40	53.10	49.80	46.50	43.20	39.80	36.50	33.20

**Memorandum of Agreement
Between
Carolina Telephone and Telegraph Company (d/b/a Centurylink)
and
Local Union 1912 International Brotherhood of Electrical Workers**

IP TECHNICIAN

Carolina Telephone and Telegraph Company and the International Brotherhood of Electrical Workers agree to the following relative to the IP Business Technician job title. R

The IP Business Technician position will serve a critical role for the Company in providing service for key customers with advanced products. Candidates awarded these position(s) will be required to have and maintain industry and vendor certifications as determined by the Company which will be noted in the job posting. The Company shall have the unilateral right to adjust certification requirements to keep up with changing technology. Once certified, employees will not be decertified due to technological changes prior to being offered the opportunity for the formal training required to remain certified.

The Parties understand that these positions may be difficult to fill and retain due to the specialized skills needed and that the assignment of work for employees in this job title needs to provide a great degree of flexibility in order to efficiently operate. Therefore, the Parties agree to the following conditions exclusive to the IP Business Technician job title: R

Crossing Jurisdictions:

At the discretion of the Company due to service requirements, IP Business Technician(s) may be required to work at other Company locations outside the jurisdiction of the bargaining unit from time to time. Similarly, employees from outside the jurisdiction of the bargaining unit may be assigned to perform work done by IP Business Technicians within the Union's jurisdiction from time to time.

The Parties also agree that the cross jurisdictional assignments described above are 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.

Retention:

Employees in the IP Business Technician job classification that are approved for advanced technological training courses, reimbursed by the company, may be required to sign a retention/reimbursement agreement prior to acceptance for the training.

At the Company's sole discretion, employees awarded an IP Business Technician position may be placed into the wage scale at the rate appropriate to their skill sets as determined by the Company and may be eligible for a signing or retention bonus separate and apart from the hourly base wages or any other Company sponsored bonus/incentive.

This Memorandum of Agreement is effective June 1, **2018** and will remain in effect until May 31, **2021** unless extended in writing by both parties. R

Joseph A. Basile
Labor Relations Negotiator

Toddy D. Brooks
President, Local IBEW 1912

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