

AGREEMENT

**CENTURYTEL OF WASHINGTON, INC.
CENTURYTEL OF OREGON, INC.
CENTURYTEL OF MONTANA, INC.**

AND

LOCALS 89 AND 768

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

AFL-CIO



DURATION

July 1, 2023

THROUGH

JUNE 30, 2026

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ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to promote the continuance of harmonious labor relations and collective bargaining between CenturyTel of Washington Inc. CenturyTel of Oregon, Inc., and CenturyTel of Montana, Inc. d/b/a CenturyLink hereinafter called the "Company", Local #89 and Local #768 of the International Brotherhood of Electrical Workers Inc., hereinafter called the "Union", and to that end maintain mutually satisfactory terms and conditions of employment applicable to all employees for whom the Union is the recognized bargaining agent.

The Company and the Union recognize that it is in the best interest of both parties, as well as the employees and the public, that all dealings between them be characterized by mutual responsibility and respect. To ensure that this relationship exists, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit.

Further, the Company and the Union recognize that technological, regulatory and market changes in the telecommunications industry have and will continue to present new challenges, including competition. The success of the Company in this environment and the job security of its employees depend upon our ability to operate in an efficient and cost-effective manner, and to adapt quickly to industry changes.

To achieve this purpose, the Union advocates the individual and collective performance of loyal and efficient work and services. Further, the Union will use its influence and best efforts to protect the property of the Company and its service to the public, and that the Union will cooperate in promoting and advancing the welfare of

the Company and the protection of its service to the public at all times. The Company will cooperate with the Union in promoting harmony and efficiency among the employees covered by this Agreement, and pledge fair and impartial administration of this Agreement by its supervisors. To encourage the relationship of mutual respect and responsibility, it is agreed that all disputes or controversies arising under this Agreement shall be determined and settled solely and exclusively by the grievance and arbitration procedures provided for in this contract.

Nothing in this Agreement shall be construed as abridging the rights of the Company, the Union or individual employees under the provisions of any applicable law, or as requiring the performance by any of the foregoing of any act in violation of any such law.

ARTICLE 2 UNION RIGHTS

2.1 UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for designated employees of the Company in the following service areas in the states of Washington, Oregon and Montana:

Customer Service, Plant Facilities and Plant Operations Departments in Gig Harbor, Arletta, Burley, Cowiche, Elma, Montesano, Raymond, Yacolt, Vadar, Odessa, Cathlamet, Pacific Beach, Kingston, Orting, Morton, Vashon, Ritzville, Royal City, Ocosta, Humptulips, North Bend and Connell, Washington; Lakeview, Scappoose, Chiloquin, Knappa and Aurora, Silver Lake, Bonanza, Merrill, and Gilchrest, Oregon

Montana- Polson, Elmo, Kalispell, Olney, Whitefish, Columbia Falls, Hungry Horse, Lakeside, Somers, Bigfork, Finley Point, Swan Lake, Yellow Bay, Marion

for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, but excluding representation with respect to confidential employees, guards, professional, and supervisory employees, as defined in the National Labor Relations Act (NLRA), as amended.

IBEW Local 89 - All references to the Retail Sales Consultant historically covered by this agreement are eliminated effective July 1, 2020 with the understanding should this work be reinstated within the IBEW local 89 territory covered by this agreement, all language and references from the September 1, 2017 through June 30, 2020 agreement will apply.

IBEW Local 768 – All references to the Customer Service Representative, Service Clerk II, and Customer Care Consultant historically covered by this agreement are eliminated effective July 1, 2020 with the understanding should this work be reinstated within the IBEW local 768 territory covered by this agreement, all language and references from the May 1, 2017 through April 30, 2020 agreement will apply.

2.2 UNION MEMBERSHIP

It shall be a condition of employment that all employees of the Company covered by this Agreement shall become members of the Union on the thirtieth day following the effective date of this Agreement and shall remain in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after the effective date shall on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union. The Union agrees to accept such employees into membership with an initiation fee not in excess of that established by Union Bylaws.

2.3 UNION DUES/CONTRACT SERVICE FEE AND PAYROLL DEDUCTION

The Company, upon receipt of a written authorization form signed by the Employee, shall, only during the term of this Agreement, deduct from such Employee's wages the Union's basic dues (excluding initiation fees, fines, and special assessments) and/or the contract service fee. The Company will periodically deduct and remit to the Business Manager of the Union not later than the fifteenth (15th) of the following month, the appropriate Union basic dues and/or contract service fees for those Employees who effect said authorization. Such written authorization must be in a lawful, mutually acceptable form, and shall be forwarded to the Company through the Business Manager of the Union.

The Business Manager of the local Union will keep the Company currently advised of the monthly basic dues to be deducted from the wages of each Employee, who, pursuant to the above paragraph, shall have filed the required deduction authorization forms with the Union and the Company.

An Employee may revoke the dues deduction and/or contract service fee authorization by written notice directed to the Company and the Union by registered mail. Such revocation will be effective in the payroll month following receipt of the notice.

The Company's obligations under this Section 2.3 as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues checkoff obligation.

2.4 AUTHORIZED UNION REPRESENTATIVE

The Union shall at all times keep the Vice President, Labor Relations or his/her designee notified in writing of the name of each employee of the Company designated by the Union to act as the Shop Steward(s). The names of the respective Union and Company representatives designated to handle matters arising under this Agreement shall be posted on the Company's bulletin board in appropriate locations.

An International Representative, Business Manager or Area Business Representative of the Union may have access to the Company's properties during regular working hours, provided that the representative first notifies a non-bargaining unit supervisor of the visit. It is understood that the Union representative will hold to a minimum any interference with employees in the performance of their work.

A Company employee serving as a Shop Steward shall be allowed access to any job or shop during regular working hours where bargaining unit employees work under the terms of this Agreement.

2.5 UNION BUSINESS LEAVE

Union officers or representatives may be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact Union business and without pay. When handling formal grievances and complaint resolutions, a Shop Steward shall suffer no loss of normal pay for time required in meeting with Company representatives. Shop Stewards so absenting themselves from normal duties shall give the supervisor reasonable notice of the intended absence and its probable duration. In addition, the Company shall pay up to one (1) hour for time spent in a brief orientation meeting between the Shop Steward and a new employee. Any other meetings between the Company

and the Union may be considered for payment depending upon the nature or character of the meeting, as determined solely by the Human Resource Manager.

An employee in IBEW local 89 selected or appointed to a full-time position in the local Union shall, upon receipt of a specific written request, be granted a leave of absence without pay for a period not to exceed three (3) years. An employee in IBEW local 768 selected or appointed to a full-time position in the local Union shall, upon receipt of a specific written request, be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave may be extended from time to time by mutual agreement. It is agreed that the Company has the right to terminate the leave of absence at any time if it is used for purposes other than those specified in the written request and/or if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union. The number of employees granted a leave of absence under this Section shall not exceed one (1) at any one time, unless otherwise mutually agreed. Such employee will not lose his/her seniority established to date of commencement of leave. The Union shall make all requests for leaves of absence as far in advance as is reasonably possible and the Company shall act promptly on each request.

2.6 UNION BULLETIN BOARDS

The Company will make space available on its bulletin board for the posting of Union bulletins and notices. Such notices shall be signed by an authorized Union representative, who shall also be responsible for removal of Union notices which are outdated or no longer timely.

2.7 COPE DEDUCTION

The Company shall make collection by payroll deduction, upon signed authorization by the employee, for IBEW Local Union 89 and IBEW Local 768's Committee on Political Education (COPE) fund and shall pay monthly to the designated representative of the Union the total amount thus deducted.

ARTICLE 3 RECOGNITION OF MANAGEMENT

3.1 MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, nothing herein shall limit the Company in the exercise of the rights and functions of ownership or management and such rights and functions of ownership or management shall not be subject to arbitration in any respect. The contract provisions set forth shall be the sole source of any rights the Union may assert in arbitration. Nothing in this Agreement is intended to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business, but each Employee covered by this Agreement shall possess the right to appeal through the grievance and arbitration procedures as provided by the terms of this Agreement.

3.2 ILLUSTRATIONS OF MANAGEMENT RIGHTS

The Company has, among others, the right: to select its Supervisory personnel (supervisors as defined in NLRA, as amended), to hire new Employees, and to direct the working force; to discipline, suspend, or discharge probationary Employees, or regular Employees for cause; to promote, transfer, or layoff Employees; to decide, the number and locations of its workforce; and to decide, determine and designate all occupational classifications it has to offer its Employees and to transfer or subcontract Bargaining Unit Work. It is agreed that the

enumeration of the rights and functions of management herein reserved shall not be deemed to exclude other rights or functions of ownership or management not so enumerated.

3.3 COMPANY POLICIES AND RULES

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, unlawful harassment and discrimination, personal appearance and dress, uniforms, conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs; including testing policy procedures, use of vehicles on Company business, and reimbursement for business-related expenses, provided the same are not inconsistent with the express provisions of this Agreement. Company will provide the Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal, state or local legislation or regulations. Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any express provision of this Agreement, but any such grievance must be filed no later than ten (10) workdays after its effective date.

ARTICLE 4 HOLIDAYS

4.1 ELIGIBILITY

All Regular Employees, and Part Time Employees shall be eligible for holiday pay. However, to be eligible to receive holiday pay, such Employees shall be required to be on pay status the last scheduled workday preceding the

holiday and the first scheduled workday following the holiday. Pay status shall be defined as time spent working on the job or on any pre-approved and scheduled leave.

4.2 RECOGNIZED HOLIDAYS

The following days shall be recognized as a holiday:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Personal Holiday (3)*
Veterans Day**	

* Regular Employees shall be eligible for the Personal Holidays upon completion of 90 days continuous service. Part Time Employees shall be eligible for the Personal Holidays upon completion of five hundred twenty (520) hours of continuous service worked.

4.3 SCHEDULING OF HOLIDAYS

4.3.1 Holidays Falling on Weekend. When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday or may be observed on the following Monday as determined by the Department Head upon at least two (2) weeks' notice. For Employees working other than the regular Monday through Friday work week, the first day off shall be treated as Saturday and the second day off as Sunday for purposes of holiday observance, provided, however, that for pay purposes only the holiday allowance for Shift Workers shall be paid on the calendar day on which the holiday falls.

	Year 1	Year 2	Year 3
New Year's Day	Monday	Wednesday	Thursday

	January 1, 2024	January 1, 2025	January 1, 2026
Martin Luther King Jr. Day	Monday January 15, 2024	Monday January 20, 2025	Monday January 19, 2026
Memorial Day	Monday May 27, 2024	Monday May 26, 2025	Monday May 25, 2026
Independence Day	Tuesday July 4, 2023	Thursday July 4, 2024	Friday July 4, 2025
Labor Day	Monday September 4, 2023	Monday September 4, 2024	Monday September 1, 2025
Veteran’s Day	Friday November 10, 2023	Monday November 11, 2024	Tuesday November 11, 2025
Thanksgiving Day	Thursday November 23, 2023	Thursday November 28, 2024	Thursday November 27, 2025
Thanksgiving Friday	Friday November 24, 2023	Friday November 29, 2024	Friday November 28, 2025
Christmas Eve	Friday December 22, 2023	Tuesday December 24, 2024	Wednesday December 24, 2025
Christmas Day	Monday December 25, 2023	Wednesday December 25, 2024	Thursday December 25,2025

4.3.2 Other Holidays. The Company will have the right to schedule not more than 30% of the Employees of any department

to observe the Friday before Labor Day as a holiday in lieu of the Friday after Thanksgiving and to work that Friday after Thanksgiving as a scheduled work day. The Company shall also have the right to schedule not more than 30% of the Employees of any department on the day observed as **the** Christmas Eve holidays and the Employees so scheduled being granted the preceding Friday or any other day occurring after the holiday and before the year end, excluding the months of May through August, as may be mutually agreed. The Personal Holidays may be taken on any regularly scheduled workday (mutually agreeable to the Employee and the Company), except on a Sunday or another authorized holiday. The Personal Holidays must be taken during the calendar year in which it is earned and may not be rescheduled the following calendar year. Three Personal Holidays may be taken in four (4) hour increments in a calendar year.

4.4 RATE OF PAY ON HOLIDAYS

4.4.1 Local 768 - Holiday pay will be the employee's straight-time rate for the number of hours of work per day normally scheduled for the Employee. For Employees scheduled to work less than forty (40) hours per week, holiday pay will be prorated based on the average hours worked in the preceding calendar month. In addition to holiday pay as defined herein, any hours actually worked on an observed holiday shall be paid for at time and one half.

4.4.2 Local 89 - Each regular employee not scheduled to work shall receive time off with straight-time pay up to eight (8) hours for each of the above holidays regardless of whether or not such holiday falls within the normal scheduled work week. When such holiday falls on an employee's day off, such time off shall immediately precede or follow the holiday. Any work performed on a holiday shall be paid for at the double time (2x) rate in addition to the holiday pay received for the same basic hours. Holiday pay shall be prorated for less than forty (40) hour employees, based on the average hours worked in the preceding calendar year.

ARTICLE 5 PAID TIME OFF

5.1 PURPOSE OF THE PLAN

PTO is paid time off for rest and relaxation, short-term illness or injury, doctor or dentist appointments, to care for family members or other personal business. PTO hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of a non-occupational or 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 or when the absence is Worker's Compensation related. In those cases only, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available PTO hours, those hours for which PTO hours are not available shall be non-paid.

5.2 ELIGIBILITY

Each Regular Full Time Employee or Regular Part Time Employee working at least 20 hours a week.

5.3 RATE OF PAY FOR PAID TIME OFF

PTO shall be paid at 100% of the Employee's regular straight-time hourly rate.

5.4 ACCRUAL SCHEDULE

Regular Full Time Employees

Years of Service	0-4	5-9	10-14	15-19	20-24	25+
Pay Period Accrual	4.62	6.16	6.93	7.70	8.47	9.24
Annual Accrual	120	160	180	200	220	240

Regular Part Time Employees

Years of Service	0-4	5-9	10-14	15-19	20-24	25+
Pay Period Accrual	2.31	3.08	3.47	3.85	4.24	4.62
Annual Accrual	60	80	90	100	110	120

Employees begin their higher accrual rate during the pay period following their Continuous Service Anniversary date (e.g., 5 years, 10 years, 15 years, 20 years, 25 years).

Accrued hours may be used in the pay period in which they are accrued.

Employees will accrue PTO for any pay period in which they receive all or a portion of pay for the entire pay period, e.g. regular work hours, PTO or STD. PTO will NOT accrue for any full pay period during which you are on unpaid leave for the entire pay period, layoff status, or receiving benefits under the Long Term Disability Income Plan.

The pay period accrual rate is based on a standard of twenty-six (26) pay periods in a calendar year. In any year where the number of pay periods exceeds twenty-six (26), the accrued amount shall not exceed the annual accrual amount.

5.4.1 Scheduled PTO. Eligible Employees may be granted scheduled PTO to begin at any time during the year, with specific considerations being given to:

- (a) Minimum interference with the Company's business; and
- (b) Bargaining Unit seniority.

Employees shall make their scheduled PTO requests at least seven (7) days prior to the beginning date of the requested time off. Bargaining Unit seniority rights in the preferential scheduling of PTO must be exercised prior to **February 8** of the year. Each Employee may select only one (1) preferred PTO period, which must be continuous. The date on which such selection process will begin for each section shall be established by mutual agreement between the Company and the Union. If the Employee elects to split their PTO accrual, the remainder may not be scheduled until all Employees with less seniority have been afforded a chance to schedule a preferred PTO period.

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.

The scheduled PTO shall be posted in each operating headquarters. An employee shall have the right to take previously scheduled PTO only if PTO is then available to cover the scheduled time. However, an employee who does not have sufficient PTO available may apply for personal leave and the granting or denial of such leave shall be as provided in Section 7.6.1.

5.4.2 Holidays Occurring during PTO. If a holiday is observed under this Agreement during an Employee's PTO, the Employee shall receive only holiday pay for that day.

5.4.3 Disability during Scheduled PTO. If an employee is off work on scheduled PTO and suffers an unexpected disability, they are required to notify their immediate supervisor **or designee**. Upon notice, the **Company or its designee** will determine if disability pay is appropriate and adjust the employee's time sheet as required. The available unused portion of the employee's PTO may be rescheduled to accommodate operating requirements as outlined in this contract.

5.4.4 Postponement or Cancellation of Scheduled PTO

For bona fide reasons, the Company shall have the right to postpone or cancel previously approved scheduled PTO time. In the event that cancellation by the Company of scheduled PTO is necessary and no alternate date is agreed upon the employee will be given the choice of carrying a maximum of 40 hours over to the next calendar year, or being paid the equivalent of the scheduled PTO time that was cancelled within the next pay period.

5.5 **UNSCHEDULED PTO**

PTO not scheduled may be used by an employee provided the request does not create scheduling problems or additional expense to the Company. If the hours are approved by management, the hours are considered scheduled.

5.6 **PTO PAY UPON TERMINATION**

Employees shall be paid any unused PTO accrual when they retire, terminate, are laid off or resign. In the event of the death of an employee, all unused earned PTO time shall be paid to the estate.

5.7 **CARRY OVER PTO**

Up to forty (40) hours of unused PTO hours may be carried over from one calendar year to the next. Carryover hours will be

scheduled after the regular PTO schedule for the following year.

Any carryover hours not used by December 31 of the carryover year will be forfeited.

5.8 Employees may use up to 80 hours of PTO before the hours are accrued. If an employee terminates for any reason, any PTO that has been used but has not been accrued will be deducted from their final paycheck.

5.9 MILITARY SERVICE

Time spent in military service shall be considered time worked for the purpose of determining the PTO accrual, provided the employee had left the employ of the Company to enter military service and returned to its employ within six (6) months of first becoming eligible for release from military service. Each employee, upon leaving his/her job to enter military service, may upon written request receive pay for all unused PTO.

ARTICLE 6 SHORT TERM DISABILITY (STD)

6.1 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 or 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 is not available shall be non-paid.

6.2 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.

6.3 The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to

confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and “fitness for duty” examinations.

6.4 STD benefits under the Plan may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (partial or full pay benefits) is a percentage of “base rate pay”. Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations. Employees who exhaust Short Term Disability benefits for illness/injury may request an unpaid leave of absence per Article 7 of the agreement. The employee must be able to provide medical documentation during the leave period, establishing they can return to their former position with no restrictions.

6.4.1 For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019 for employee represented by Local 89 and January 1, 2018 for employees represented by Local 768, 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.

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

STD benefit usage.

If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
1 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

6.4.3 For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019 for employees represented by Local 89 and January 1, 2018 for employees represented by Local 768, 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.

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

6.4.4 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.

6.5 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.

ARTICLE 7 LEAVES AND ABSENCES

7.1 WORKER'S COMPENSATION

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

7.1.1 For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2019 for employees represented by Local 89 and January 1, 2018 for employees represented by Local 768 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 January 1, 2019 for employees represented by

Local 89 and January 1, 2018 for employees represented by Local 768, the Company will provide an employee a salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

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

Effective January 1, 2022, for eligible employees that have completed one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the eighth calendar 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.

7.1.2 An employee is never entitled to more than 85%/70% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both WCSP salary continuation and Worker's Compensation benefit payments in excess of 85%/70% of regular base pay will be reimbursed by the employee in accordance with state law.

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

7.2 BEREAVEMENT LEAVE

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

- Five scheduled workdays for the following immediate family members: spouse, domestic partner, father, mother, son, daughter (includes step-children and children of domestic partner).
- Three scheduled workdays for the following immediate family members: brother, step-brother, sister, step-sister, mother-in-law, father-in-law (includes parents and step-parents of domestic partner), son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, uncle.
- In cases where an employee needs additional time off due to extended travel or other extenuating circumstances, an employee may request up to five (5) additional days off as PTO, Personal Holiday, or unpaid time. Management will make a reasonable effort to accommodate such request.

7.3 CHILD ADOPTION LEAVE

The Company shall grant a Regular Employee up to a maximum of two (2) days of paid leave for child adoption related activities.

Effective May 1, 2014 and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

The Company reserves the right to modify or terminate the Adoption Assistance Plan at any time without negotiation so long as the changes are uniformly applied to all eligible employees.

7.4 CIVIC LEAVE

7.4.1 Jury Duty and Court Appearances. Regular Employees shall be provided leave with pay for working time lost when called to serve on jury duty. Service in court when subpoenaed as a witness will be treated the same as jury duty, provided the Employee is not a party to the action. An Employee who reports for jury duty, or who has been subpoenaed and is dismissed, shall report for work the remainder of the working day.

7.4.2 Other Civic Duties. A Regular Employee who is appointed to a Part Time official position with a governmental agency, such as a Commission or Board, may be granted leave with pay for absences from work at reasonable times and intervals and for a reasonable total time during the year, if such service is determined by the Company to be of benefit to the Company and the community. The advance written approval of the Company is required before paid leave for civic duties may be granted.

7.5 MILITARY LEAVE

7.5.1 Shorter Term. A regular employee who is a member of a reserve component of the United States Armed Forces or the National Guard, is entitled to leave of absence with pay (less any military wages paid during the leave) and without loss of time or efficiency rating on all days during which he/she is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instructions. The leave of absence may not exceed ten (10) cumulative working days in any one (1) calendar year. A calendar year for purposes of military leave is defined as October 1 through September 30. This policy distinguishes Reserve or National Guard duty from induction into the United States Armed Forces.

7.5.2 Longer Term. Military leave other than as provided in Section 7.5.1 shall be consistent with applicable federal and/or state law.

7.6 LEAVE OF ABSENCE WITHOUT PAY

7.6.1 Eligibility. Personal leaves of absence without pay for the personal business of a regular employee may be granted by the Company in its sole discretion. Personal leave shall be limited to a cumulative total of thirty (30) calendar days in any rolling twelve (12) month period. Extension beyond 30 days requires approval from the Vice President, Human Resources. Available PTO and Personal Holiday hours must be exhausted prior to going into unpaid status while on Personal Leave.

7.6.2 Application Procedure. Any request for leave without pay shall be submitted in writing to the appropriate Manager stating the reason for the leave, the amount of time requested, and with sufficient documentation attached to the request. All leave without

pay requests must be approved in advance by the appropriate Manager.

7.6.3 Return from Leave. An employee who has been granted an unpaid leave of absence shall contact the supervisor at least two (2) weeks prior to the anticipated date of return to work from such leave to determine whether a position is available. The Company agrees to reinstate an employee returning from an unpaid leave of absence if a position for which the employee is qualified is available.

7.7 DISABILITY LEAVE OF ABSENCE

7.7.1 Eligibility. All employees who are not eligible for federal or state family leave, or were eligible and exhausted the maximum time available, are eligible for disability leave for recovery from bona fide disabling illnesses or injuries. This includes all on- and off-the-job illnesses, injuries, and conditions, including the period of time a woman is disabled because of pregnancy, childbirth, or related medical conditions. All disability leaves are conditioned upon furnishing satisfactory medical proof within ten (10) calendar days of the initial absence and every thirty (30) calendar days thereafter.

7.7.2 Duration. Except as otherwise allowed by law, disability leaves (including any family and medical leave time) are limited to six (6) months in any rolling twelve (12) month period. However, all disability leaves are granted for an estimated period of time. An employee who was able or released to return to work and does not immediately notify the Company will be charged with a 'no-call' violation for each working day (see Section 9.2.2.3).

7.7.3 Notice to Employer. Disability leaves must be requested in writing and must be approved by Human Resources. Except in

emergency circumstances, employees seeking such leave shall give as much notice as is practical and at least ten (10) calendar days' advance notice. An employee who has been off work thirty (30) consecutive calendar days must contact Human Resources within one (1) calendar week thereafter to report his/her status, and must continue to do so every thirty (30) calendar days. Violations of this rule will be treated as any other 'call-in' violation (see Section 9.2.2.3).

7.7.4 Pay. Employees on disability leave may qualify for benefits under several Company plans (PTO, workers' compensation, STD, LTD) subject to all of the policies and rules governing eligibility and use of such benefits.

7.7.5 Rehire After LTD. The parties agree that the Company may, at its sole discretion, re-hire qualified employees returning from Long Term Disability prior to employment of a new hire or consideration of transfer and promotional requests from active employees.

7.8 UNION LEAVE

Union leave shall be as provided in Section 2.5.

7.9 FAMILY AND MEDICAL LEAVE

The parties recognize the applicability of the federal family and medical leave act, and Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that law and/or the state family leave act as well as any express provision of this Agreement which provides any additional benefit. Any changes in the Company's existing FMLA policies and rules shall be subject to Section 3.3 of this Agreement.

7.10 RULES GOVERNING LEAVES

The following rules shall apply to all leaves:

7.10.1 An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written permission from the Company. Should an employee violate this Section, he will be automatically discharged.

7.10.2 Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible and has permission and has satisfied the conditions applicable to the granting of such leave.

7.10.3 Except for military leave or as otherwise prohibited by federal or state law, an employee must use any otherwise available earned PTO and/or personal holiday time while on leave of absence (or layoff).

7.10.4 Reemployment rights shall be consistent with any applicable law(s).

7.10.5 Continuous service adjustments during any period of leave or layoff shall be as provided in Section 9.2.1.2.

7.10.6 Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the family and medical leave act and/or state family leave act, or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, circumstances in which an employee seeks disability or family leave or applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.

Medical evidence will be accepted from any physician (medical, osteopath, chiropractic, dental, or psychiatric) licensed by the state in which he practices, or other medical evidence may be accepted as mutually agreed between the Company and the Union. The healthcare provider may be designated by the Company which shall also be responsible for payment.

**ARTICLE 8
CLASSIFICATIONS, WAGES & BENEFITS**

8.1 CLASSIFICATIONS

8.1.1 The following job classifications and wage groups shall be recognized for employees represented by IBEW Local 89 **and 768**:

Group 1	Network Technician Cable Technician Business Services Technician I Facility Technician
Group 1A	Business Services Technician II
Group 2	Customer Service Technician
Group 3 Group 4	Drafting Technician Service Clerk II

8.1.2 New Job Classifications. Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall be handled as follows:

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

The Union shall have the right, within thirty (30) calendar days from receipt of the notice from the Company, to request negotiations concerning the initial wage rate or schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within sixty (60) 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 shall award a retroactive wage adjustment if applicable.

8.1.3 Modified Job Classifications.

First, the parties agree that routine changes to operational procedures, equipment, and systems occur on a regular basis as a result of improvements in technology, processes, etc., and often change how job responsibilities are performed. These are not considered modifications to the job 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 sixty (60) calendar days of the date of the change using the Arbitration Procedure below.

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

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

The Union shall have the right, within thirty (30) calendar days from receipt of the notice from the Company, to request negotiations concerning the proposed wage rate or wage schedule. If the Union does not initiate such negotiations the matter shall be considered closed for the duration of the contract. If the Union initiates such negotiations, and the parties are unable to reach agreement within sixty (60) 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 shall award a retroactive wage adjustment if applicable.

8.1.4 Arbitration Procedure for Disputes Over New and Modified Job Classifications.

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

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

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job classification or a modified job classification as described above, the parties shall select an arbitrator following the procedure in Article 11. 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 11, an arbitrator selected under this procedure shall have the authority to choose between the two final offers and shall also award retroactive wage adjustments if applicable. The decision of the arbitrator shall be final and binding.

8.2 BASIC WAGE SCHEDULES

8.2.1 Wage Schedule. The Wage Schedules for employees covered by this are attached hereto and made a part hereof.

8.2.2 Wage Progression.

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

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

8.3 WAGE DIFFERENTIALS

8.3.1 Shift Differentials. An Employee assigned to work during the following times shall receive a shift differential, in addition to the basic rate of pay, in accordance with the schedule below:

Evening shift starting at or after
 10:00 AM and before 7:00 PM\$.75 per hour

Night shift starting at or after
 7:00 PM and before 6:00 AM\$1.00 per hour

8.3.2 In-Charge Differential. An Employee assigned to direct work of other Employees in the absence of immediate supervision shall receive the following differential in addition to the basic rate of pay:

In-Charge \$1.50 per hour

In-Charge Employees are not to be responsible for administering discipline or completing performance appraisals.

8.3.3 Differentials are paid at the straight time rate only.

8.4 PREMIUM PAY

Premium payments shall be defined in this Agreement as all payments in excess of the basic rate of pay. For purposes of this Agreement, basic rate of pay shall be defined as the regular straight-time wage rate, excluding any differentials or premium, payable to an employee at his/her primary classification and position in the progression schedule as established by the Company records. In all reference in this Agreement, it is agreed that not more than one differential payment, in addition to or in combination with overtime premium pay, shall be paid for the same hours worked.

8.5 RETIREMENT – IBEW Local 89

8.5.1 The CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the "Retirement Plan") by reference is hereby made a part of this agreement.

8.5.2 The Company will provide a defined benefit plan, currently known as the Retirement Plan for all Eligible Employees. Except as provided in Section 8.5.2 (a through c) below, for Employees entering the bargaining unit on or after September 1, 2008 and before July 1, 2015 the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For Employees in the bargaining unit prior to September 1, 2008, the benefits shall remain the same except as set forth in Section 8.5.2(a through c):

- (a) Solely with respect to any Employee who is or becomes disabled as determined in accordance with the definition of

disability in the LTD Plan, the Retirement Plan was amended effective January 1, 2016 to provide that the Employee's benefit accruals under the Retirement Plan will cease on the later of (1) January 1, 2016, or (2) the date the Employee becomes disabled as defined by the LTD Plan because, at that time, the Employee is terminated from active employment with the Company and no longer is on the Company's active payroll.

- (b) Hired, Rehired, or Transferred Employees On or After July 1, 2015 into Local 89.
 - (i) Any Employee who is first hired by the Company into Local 89 on or after July 1, 2015 shall not be eligible to become an Eligible Employee under the terms of the Retirement Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.
 - (ii) Any Legacy CenturyLink Employee who is rehired or recalled by the Company into Local 89 on or after July 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired or recalled by Local 89 on or after July 1, 2015 to the extent he was

not given a distribution of his entire prior vested Accrued Benefit prior to being rehired or recalled. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired or recalled (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.

- (iii) Any Legacy CenturyLink Employee who first becomes covered under the Local 89 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 Local 89 Agreement) on or after July 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being covered under the Local 89 Agreement on or after July 1, 2015, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the Local 89 Agreement. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy CenturyLink Employee who first becomes covered under the Local 89 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 Local 89 Agreement) or is rehired or recalled into Local 89 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in the Retirement Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later becomes covered under another union that allows benefit accruals under the Retirement Plan, service earned with Local 89 prior to the move from local 89 will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

For purposes of this section only, "Legacy CenturyLink Employee" shall mean any employee of CenturyLink who worked at a CenturyLink entity (not including Embarq or Qwest) and who became an Eligible Employee or is eligible to become an Eligible Employee.

- (c) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.
 - (i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant ("Participant") who currently is, formerly was, or in the future will be, represented

by Local 89 will be taken into account for any purpose of the Retirement Plan after June 30, 2022 (the "Compensation Freeze Date"). As a result, each Participant's Accrued Benefit will be calculated using Final Average Pay (and its predecessor, "Average Annual Compensation," as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment.

- (ii) This change is not intended to reduce any Participant's Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant's Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date. or (2) the Participant's Severance from Employment.

8.5.3 The administration of the Retirement Plan and Trust Fund so as to provide the negotiated benefits shall be within the sole province and discretion of the Company. However, the preceding sentence shall not be construed to give the Company the right to unilaterally change or defer pension benefits and provided further that the Company shall negotiate with the Union prior to making any change to those benefits.

8.5.4 The Company shall have the sole right and discretion to make changes in the Retirement Plan which it deems necessary to comply with legal requirements and/or to maintain the qualification of the Retirement Plan. The Company retains the right to make such changes in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the Retirement 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 Plan, or to administer the Retirement Plan in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to the Retirement Plan, which is subject to its terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the Retirement Plan documents, the terms of the Retirement plan documents shall govern. Administration of the Retirement Plan and, as described in Section 8.5.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

8.5.5 The rights granted the Company under the provisions of this Article 8.5 shall not be subject to Article 11 of this Agreement, with the sole exception of any dispute pertaining to the Employee's

Credited Service date or eligibility for inclusion in the plan. All other disputes or complaints and any other issues arising out of or in any way connected with the Retirement Plan shall be exclusively resolved in accordance with the underlying Retirement Plan procedures and ERISA.

8.5.6. Lump Sum Benefit Payment Option. The Company may, at its sole option and discretion, amend the Retirement Plan to provide a lump sum benefit payment option to Participants represented by Local 89, effective as of the date specified in the Retirement Plan. Participants represented by Local 89 who elect to receive their Accrued Benefit 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 Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan. This Section is not, and is not intended to be, an amendment of the Retirement Plan which can only be amended by authorized persons designated by the Retirement Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Plan to provide a lump sum benefit payment option is within Company's sole and complete discretion. If the Company, however, amends the Retirement Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement 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 Plan, the

requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Plan to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Participant and to any Accrued Benefit of any such Participant, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement 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 Plan shall rest with the Company and its delegates, shall be determined only under the terms of the Retirement 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.

8.6 Retirement – IBEW Local 768

8.6.1 The CenturyLink Retirement Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Plan”) by reference is hereby made a part of this agreement.

8.6.2 The Company will provide a defined benefit plan, currently known as the Retirement Plan. Except as provided in Section 8.6.2(a through c) below, for Employees entering the bargaining unit on or after May 1, 2008 and before January 1, 2015 the Retirement Plan shall provide benefits in accordance with provisions for Grandfathered Represented Employees as defined in the Retirement Plan. For Employees in the bargaining unit prior to May 1, 2008, the benefits shall remain the same except as set forth in section 8.6.2(a through c):

- (a) Solely with respect to any Employee who is or becomes disabled as determined in accordance with the definition of disability in the LTD Plan, the Retirement Plan was amended effective January 1, 2016 to provide that the Employee's benefit accruals under the Retirement Plan will cease on the later of (1) January 1, 2016, or (2) the date the Employee becomes disabled as defined by the LTD Plan because, at that time, the Employee is terminated from active employment with the Company and no longer is on the Company's active payroll.

- (b) Hired, Rehired, or Transferred Employees On or After January 1, 2015 into Local 768.
 - (i) Any Employee who is first hired by the Company into Local 768 on or after January 1, 2015 shall not be eligible to become an Eligible Employee under the terms of the Retirement Plan and shall not be eligible to become a Participant in the Retirement Plan. If such an Employee later transfers to another union that allows for pension benefit accrual under the Retirement Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Accrued Benefit under the Retirement Plan but such service shall be considered for purposes of eligibility, participation and vesting.

 - (ii) Any Legacy CenturyLink Employee who is rehired or recalled by the Company into Local 768 on or after January 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being rehired or recalled by Local 768

on or after January 1, 2015 to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being rehired or recalled. Service on or after January 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit earned prior to being rehired or recalled (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.

- (iii) Any Legacy CenturyLink Employee who first becomes covered under the Local 768 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 Local 768 Agreement) on or after January 1, 2015 is not eligible to become a Participant in the Retirement Plan for purposes of accruing an additional Accrued Benefit under such Retirement Plan. Such Employee shall remain a Participant solely with respect to the amount of any Accrued Benefit accrued prior to being covered under the Local 768 Agreement on or after January 1, 2015, to the extent he was not given a distribution of his entire prior vested Accrued Benefit prior to being covered under the Local 768 Agreement. Service on or after January 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for any type of Accrued Benefit (Normal, Early, Deferred Vested, Disability), and not for accruing an additional benefit.

- (iv) Any non-Legacy CenturyLink Employee who first becomes covered under the Local 768 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 Local 768 Agreement or is rehired or recalled into Local 768 on or after January 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in the Retirement Plan. Service on or after January 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later becomes covered under another union that allows benefit accruals under the Retirement Plan, service earned with Local 768 prior to the move from Local 768 will not be used to determine the Employee's Accrued Benefit in the Retirement Plan but such service will be considered for purposes of eligibility, participation and vesting, and not for accruing an additional benefit.

For purposes of this section only, "Legacy CenturyLink Employee" shall mean any employee of CenturyLink who worked at a CenturyLink entity (not including Embarq or Qwest) and who became an Eligible Employee or is eligible to become an Eligible Employee.

(d) Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.

- (i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant ("Participant") who currently is, formerly was, or in the future will be, represented by Local 768 will be taken into account for any purpose of the

Retirement Plan after June 30, 2022 (the “Compensation Freeze Date”). As a result, each Participant’s Accrued Benefit will be calculated using Final Average Pay (and its predecessor, “Average Annual Compensation,” as each term is defined in the Retirement Plan) that is based only on Monthly Compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment.

- (ii) This change is not intended to reduce any Participant’s Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment. If the changes to the Retirement Plan as described in this Section should cause a Participant to receive a Normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant’s Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant’s Severance from Employment, the Participant will receive the Normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date. or (2) the Participant’s Severance from Employment.

8.6.3 The administration of the Retirement Plan and Trust Fund so as to provide the negotiated benefits shall be within the sole province and discretion of the Company. However, the preceding sentence shall not be construed to give the Company the right to

unilaterally change or defer pension benefits and provided further that the Company shall negotiate with the Union prior to making any change to those benefits.

8.6.4 The Company shall have the sole right and discretion to make changes in The Retirement Plan which it deems necessary to comply with legal requirements and/or to maintain the qualification of the Retirement Plan. The Company retains the right to make such changes in such plans in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trusts implementing the Retirement Plans 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 Plan, or to administer the Retirement Plan in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to the Retirement Plan, which is subject to its terms and conditions and may only be amended in accordance with its terms and conditions. In the event of an inconsistency between this Agreement and the Retirement Plan documents, the terms of the Retirement Plan documents shall govern. Administration of the Retirement Plan and, as described in Section 7.7.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

8.6.5 The rights granted the Company under the provisions of this Article 8.7 shall not be subject to Articles 11 of this Agreement, with the sole exception of any dispute pertaining to the Employee's Credited Service date or eligibility for inclusion in the plan. All other disputes or complaints and any other issues arising out of or in any way connected with the Retirement Plan(s) shall be exclusively

resolved in accordance with the underlying Retirement Plan procedures and ERISA.

8.6.6. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Plan to provide a lump sum benefit payment option to Participants represented by Local 768, effective as of the date specified in the Retirement Plan. Participants represented by Local 768 who elect to receive their Accrued Benefit 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 Plan. Any lump sum benefit payment option will be based on the present value of the Participant's single life annuity benefit and calculated and paid solely as provided in the Retirement Plan and subject to the terms of the Retirement Plan. This Section is not, and is not intended to be, an amendment of the Retirement Plan which can only be amended by authorized persons designated by the Retirement Plan terms.

Notwithstanding any provision to the contrary, the decision to amend the Retirement Plan to provide a lump sum benefit payment option is within Company's sole and complete discretion. If the Company, however, amends the Retirement Plan to provide a lump sum benefit payment option, the Company may, subject only to the Retirement 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 Plan, the requirements of applicable law or a subsequent agreement between the Company and the Union, amend the Retirement Plan

to terminate this lump sum benefit option upon the expiration of this Labor Agreement. The continued application of this Section to any Participant and to any Accrued Benefit of any such Participant, regardless when accrued, shall be subject to collective bargaining and applicable law. The operation and administration of the Retirement 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 Plan shall rest with the Company and its delegates, shall be determined only under the terms of the Retirement 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.

8.7 RECOGNITION AND/OR INCENTIVE PROGRAM(S)

The Company will have the right in its discretion to offer prizes, gifts and/or other forms of non-monetary or monetary recognition to individual employees or groups of employees (for example, Customer Service or Business Service Representatives) based upon such sales, service or other objectives established and announced in advance to all potentially eligible employees. The Company shall also have the right in its discretion to modify or terminate such programs as long as it does not deprive any employee of any form of recognition previously earned.

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

but may issue discipline for failure to make referrals or to perform other sales related functions. This prohibition does not apply to Retail employees that have assigned sales quotas.

8.8 HEALTH & WELFARE

8.8.1 Types of Insurance Plans. The Company will provide the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, accidental death and dismemberment, basic long-term disability insurance, supplemental long-term disability insurance, health care flexible spending account and dependent day care flexible spending account 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 provisions of the various benefit plans will govern and control in any case where conflict might arise or be claimed to exist between any provision of the Health Plan and any provision of the Agreement. The Company 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).

8.8.2 Cost of Insurance. The costs of the insurance plan(s) shall be reviewed periodically by the Company with timely notification given to the Union of any changes.

8.8.3 Notice of Changes. In the event that the Company determines that changes in the various Insurance Plans, referenced in Section 8.8.1 above, are necessary, the Company agrees to provide 60 days notification to the union of the changes.

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 employees of the Company.

8.8.4 Except as specifically provided in this Article, all disputes, complaints and questions, and any other issues rising 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 9 EMPLOYMENT STATUS AND CONDITIONS

9.1 EMPLOYMENT STATUS

9.1.1 Regular Employees. A regular employee shall be defined as an employee hired for indefinite tenure, not limited by time of hire, by a stated term or for a specific project, but who has a scheduled work week of forty (40) hours and has successfully completed the probationary period.

9.1.2 Part-time Employees. A part-time employee shall be defined as an employee hired for an indefinite tenure, not limited at time of hire by a stated term or for a specific project, but whose regular work week is less than thirty (30) hours. If hired as a full-time employee, they shall be given continuous service credit for all straight-time hours worked back to the date of initial employment.

9.1.3 Temporary Employees. A temporary employee shall be defined as an employee hired for a specific project or definite period, in either event not exceeding six (6) months, with such limited period of employment stipulated at time of hire, and whose work schedule may be either full-time or part-time. The Company and the Union may agree to extend the term of temporary employment for a definite period beyond the initial six (6) months. If such temporary employees are continually employed beyond the temporary period(s) specified above, they shall become regular employees and they shall be given continuous service credit for all straight-time hours worked back to the date of initial employment.

9.1.4 Casual Employees. A casual employee shall be defined as one who is employed for occasional work, who has no regularly established work week, whose days and hours of work are not fixed, and who works solely on call to replace regular or part-time employees who are absent due to sick leave, jury duty, funeral leave, short-term military leave or PTO. If hired as a regular employee, casuals shall be given continuous service credit for all straight-time hours worked back to the date of initial employment.

9.1.5 Student Helper. A student helper shall be defined as a student employed on a part-time or casual basis, whose duties are limited to unskilled work, and whose wage rate is at least the legal minimum under FLSA. (Student helpers shall not be considered a part of the authorized bargaining unit.)

9.1.6 Probationary Period. The probationary period of an Employee shall be defined as the first one thousand forty (1,040) straight time hours of employment in any job classification. A newly hired Employee may be terminated at any time during the probationary period, without recourse to the grievance procedure, except in cases of alleged violation of Section 12.3 of this

Agreement, in which event Article 11 shall constitute the exclusive procedure for resolving the claim.

9.2 SENIORITY AND CONTINUOUS SERVICE

9.2.1 Definitions

9.2.1.1 *Seniority.* Seniority shall be defined as the total length of continuous service worked by an employee in this Bargaining Unit. USES: Reduction of Forces, rehire, temporary assignments, selection of PTO, selection of shift and selection of days off. Job bidding, transfer and promotion will be administered as provided in Article 10.8.1.2.

9.2.1.2 *Continuous Service.* Continuous service shall be defined as the period of continuous time worked by an employee for the Company, its subsidiaries or predecessors, which period shall begin with the first day of the employee's most recent continuous employment by the Company. USES: PTO eligibility and credit, wage progression, holiday eligibility and layoff allowance. The date of beginning continuous service shall be retained and the term thereof shall remain unbroken in the event of layoff or leave of absence not exceeding one (1) year, provided that the employee at time of layoff or commencing leave has completed six (6) months of continuous full-time or equivalent part-time service. Upon return to active employment from layoff or such leave, the employee's date of beginning of continuous service shall be adjusted to reflect the period of absence on layoff or personal leave.

9.2.2 Seniority Status

9.2.2.1 *Acquisition of Seniority.* Seniority shall first be acquired by a regular or part-time employee on the day following completion of the probationary period. Upon completion of such period, the

employee shall have his/her seniority date retroactively adjusted to the beginning date of continuous service in this bargaining unit.

An employee's seniority status and date shall not be affected by absence from work for any of the following specific reasons:

- (a) Illness or injury (for the employee's own disability) under approved medical leave if less than 1040 hours in a 12-month period.
- (b) Injury in line of duty covered by Worker's Compensation.
- (c) Time spent on approved leave of absence for service in the Armed Forces of the United States, provided the employee returns to the Company's service within six (6) months of first becoming eligible for release from military service.
- (d) Service as a regularly impaneled venireman or juror as required by a court.
- (e) Layoff, provided the employee is re-employed by the Company within a period of one (1) year following such layoff.
- (f) A regularly approved leave of absence for reasons other than sickness, occupational injury, jury duty, or military service, provided such personal leave of absence does not exceed one (1) year in length.
- (g) A regularly approved leave for full time employment as an officer or agent of the Union, provided such leave does not exceed one (1) year in length for employees in IBEW Local 768 or three (3) years in length for employees in IBEW Local 89.

9.2.2.2 *Loss of Seniority.* An Employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new employee without bridging, under any of the following conditions:

- (a) When the employee resigns employment with the Company.
- (b) When a probationary employee is discharged, or a regular employee is discharged for just cause.
- (c) When the employee is laid off for a period exceeding one (1) year.
- (d) When, following layoff, the employee fails to report for work as specified in the recall notice, provided that the reporting date is a minimum of two (2) weeks after mailing by certified and first class mail to the last address in the personnel file.
- (e) When absent on a regularly approved leave of absence for longer than the maximum period allowed for such a leave under Section 9.2.2.1.
- (f) When the employee fails to return to work at the expiration of a leave of absence.

9.2.2.3 *Position Abandonment.* An employee who is absent from work for three (3) consecutively scheduled workdays without advance notice as required under Company call-in procedures will be considered to have abandoned the position unless the failure(s) to notify was clearly beyond the employee's control. This provision shall not apply to probationary employees who are subject to discipline or termination as provided in Section 9.1.6.

9.2.3 Seniority Lists.

The Company will prepare, and post seniority lists **at least** annually, with copies to the Union. **The Company shall further provide the Union with a seniority list at any time upon written request.** The seniority dates shown on the list shall govern unless written request for change in date is received by the President of the Company or his designee within thirty (30) days of the date of posting.

In the preparation of such seniority lists, if two (2) or more employees have the identical date of hire or identical date of assignment to an occupational classification, seniority rank shall be determined by the order in which the employees' applications for employment were received, the application bearing the earlier date being the more senior. This procedure shall apply in all determinations of seniority ranking.

9.3 LAYOFFS

The Company will give employees who have acquired seniority status **four (4)** weeks' notice of layoff. The Company further agrees to give simultaneous notice to the Union and employees as to the number of employees, classifications, and locations affected.

When, because of reduction of force or change in Company operations, it becomes necessary to reduce the work force at any work location, the Company will consider seniority in determining the order of layoff. However, no employee shall be laid off so long as there is an employee with less seniority occupying a job which the first such employee is qualified and able to perform. In addition, no employee shall be laid off until all probationary, casual and temporary employees in the classification affected have been laid off.

It is mutually recognized that in the event of a force reduction, an employee's first right is to maintain employment at the employee's

present work location. Should this not be possible, it is next most important that the employee retain employment elsewhere under this Agreement, within the employee's local Union bargaining unit, so as to protect established employment benefits.

Such laid off employees shall have the opportunity to fill any existing vacancy in the Company provided the employee has the qualifications to perform the new job. If no vacancy exists, a regular full-time employee shall have the right to select another job. The employee must be deemed fully qualified by the Company with a maximum of forty (40) hours of refresher training and senior to the employee currently filling that position. The employee so displaced shall have the same rights as the employee first affected by the force reduction. **In the event bumping occurs, the Company and the Union shall work together to ensure the process moves in an expeditious manner.**

Regular employees involuntarily laid off for reasons other than discharge shall be paid a termination allowance determined as to amount by their continuous service and base rate of record at the time of leaving the Company's employ, provided the employee signs an acceptable form of general release waiving all claims against the company.

Temporary and casual employees and any employee who refuses a change of classification or transfer with the Company, shall have no rights under this provision.

Year of Service

Layoff Allowance

0.....	2 weeks
1.....	2 weeks
2.....	2 weeks
3.....	3 weeks
4.....	4 weeks
5.....	5 weeks
6.....	6 weeks
7.....	7 weeks

8.....	8 weeks
9.....	9 weeks
10.....	10 weeks
11.....	11 weeks
12.....	12 weeks
13.....	13 weeks
14.....	14 weeks
15.....	15 weeks
16.....	16 weeks
17.....	17 weeks
18.....	18 weeks
19.....	19 weeks
20.....	20 weeks
21.....	21 weeks
22.....	22 weeks
23.....	23 weeks
24.....	24 weeks
25.....	25 weeks
26.....	26 weeks
27.....	27 weeks
28.....	28 weeks
29.....	29 weeks
30+.....	30 weeks

The layoff allowance schedule provided above shall be prorated for those Regular Employees who work less than a forty (40) hour work week.

9.3.1 Voluntary Termination

To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to address workforce adjustments by offering voluntary termination, in seniority order, to employees in the affected job classification(s) and location(s). Employees accepting an offer of voluntary termination will be paid the Termination Pay in accordance with Article 9.3 of this Agreement that would be provided to the least senior employee in

the affected job classification and location and will receive all other entitlements due them.

The Company shall at its sole discretion have the right to offer an enhanced termination allowance payment over and above the provisions set forth above 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.

9.4 REHIRE

An Employee laid off after having acquired seniority status and date as herein defined, shall, if vacancies occur within a period of one (1) year following such layoff in the classification in which the Employee was laid off, be given an opportunity to return to a like job in order of seniority date. Such opportunity shall be by means of a certified letter from the Company delivered to the last known address of the laid off Employee. An Employee's re-employment privileges shall be lost if the Employee fails to report for work as specified in the recall notice, provided that the reporting date is a minimum of two (2) weeks' notice from the date of mailing by certified and first class mail to the last address in the personnel file. Employee will advise the Company of his/her intention to return to work within two (2) weeks.

Employees laid off shall, if re-employed within one (1) year, be paid for the wage rate for their period of service at the time of layoff in the classification at which re-employed. Employees, if re-employed within six (6) months after layoff, shall be entitled to the benefit of progressive and negotiated rates that have occurred during the period of layoff, but no monetary retroactive payment.

9.5 BRIDGING OF CONTINUOUS SERVICE

Upon reemployment following any separation from employment, an employee may qualify for “bridging of service.” Bridging of service

shall be available to former employees in accordance with the Company’s Bridging of Service Policy.

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

9.6 PROMOTIONS, TRANSFERS AND DEMOTIONS

(a) A promotion shall be defined as the reclassification of an Employee to a job classification with a higher maximum wage on the salary schedule than the wage group in which the Employee is currently assigned. An Employee who is promoted into a higher wage group shall be placed at his/her current rate of pay if that rate coincides with a rate in the new wage group. If the present rate does not coincide with a rate in the new wage group, the rate shall be adjusted upward to the next higher rate in the new wage group. The next scheduled increase in the new classification shall be effective on the first day of the payroll period coincident with or following the completion of each six (6) months of continuous service.

(b) A transfer shall be defined as the reclassification of an Employee to a different job classification within the same wage group. An Employee who transfers from one job classification to another within the same wage group shall receive no change in pay and shall continue to accumulate wage progression credit and receive the next scheduled wage increase as if there had been no change in occupational classification and at each six month period or equivalent thereafter until the maximum for

the wage group is reached.

- (c) A demotion shall be defined as the reclassification of an Employee to a job classification in a lower wage group than the

one in which the Employee is currently assigned. A demoted Employee will move to the same time progression step in the new job pay schedule as held in the classification from which the Employee was demoted.

- (d) A newly reclassified Employee shall undergo an evaluation period of ninety (90) days, during which time he/she will be required to demonstrate an improving level of proficiency in the new position. In the event the Employee is unable to satisfactorily perform the duties of the new position, he/she may be returned to his/her previous position or another position vacancy provided the Employee is qualified to perform the duties and functions of the position.

- (e) An Employee desiring to relocate within a job classification to another work location shall make written application to the Company, with a copy to the Union's Business Manager. Such requests for relocations will be considered in order of Bargaining Unit seniority

ARTICLE 10 WORK RULES

10.1 HOURS OF WORK

10.1.1 Work Week

- (a) The work week shall coincide with the payroll calendar week and shall consist of seven (7) days, beginning on

Sunday at 12:01 AM and ending 12:00 midnight Saturday. Five (5) continuous eight (8) hour days shall constitute a week's work for a full-time employee.

- (b) At the discretion of the Company four (4) ten (10) hour days may be scheduled at the straight time rate. The Company will notify employees the prior week of such a schedule.

10.1.2 Workday. The normal workday for a full-time employee shall consist of eight (8) hours and shall exclude time off for meals. The workday shall coincide with the calendar day and shall consist of twenty-four (24) hours beginning at 12:01 AM. An employee assigned to work between 7:00 PM and 7:00 AM shall receive the applicable shift differential specified in Section 8.3.1 of this Agreement.

10.1.3 Work Shifts. There shall be three (3) work shifts for employees under this Agreement:

- (a) Day Shift - A shift which starts at or after 6:00 AM and prior to 10:00 AM.
- (b) Evening Shift - A shift which starts at or after 10:00 AM and prior to 7:00 PM.
- (c) Night Shift - A shift which starts after 7:00 PM and prior to 6:00 AM.

10.2 OVERTIME WORK

10.2.1 Overtime is a necessary part of the operation of a business whose purpose is to provide a public service to its customers. Therefore, overtime may at times be ~~required by all~~ **expected of** employees. When overtime is necessary, regular, and part-time employees will be asked before all other employees, if overtime is desired by such employees. **The parties recognize that employees may not be available to work overtime due to**

circumstances outside of work, as such, the Company will make a reasonable effort to staff overtime using volunteers.

Overtime shall be computed to the nearest minute. All overtime shall be paid for and no employee will be required to take time off for overtime worked or to be worked for the purpose of leveling off total earnings.

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

- (a) All hours worked after an employee has worked 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. Effective 1/1/21 all hours worked on unscheduled Sundays will be paid at time and one half. All hours worked on scheduled Sundays will be paid at straight time.
- (d) For employees in IBEW local 89, all call-out hours worked, and those call-out hours not worked which make up the minimum requirement threshold listed in Article 10.2.5.

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/personal holiday.
- First 8 hours worked or not worked on a recognized holiday.
- First 8 hours worked on Sunday. Effective 1/1/21 only hours worked on scheduled Sundays compute towards the daily and weekly overtime build.

- 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), Workers Compensation, Military, Unscheduled PTO,

Inclement Weather, and any other paid time off not listed above.

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

Any hours worked in excess of twelve (12) consecutive hours in one day will be paid at two (2) times the rate of pay.

For employees participating in a workweek schedule that consists of four (4) ten (10) hour days, overtime will be paid when an employee works in excess of ten (10) hours per day or in excess of forty (40) hours in a week.

10.2.3 Scheduled Overtime. All scheduled overtime will be posted a minimum of twenty-four (24) hours prior to working. Unless an employee is given four (4) working hours' notice of cancellation of the scheduled overtime, the employee will be allowed a minimum of two (2) hours pay. Scheduled overtime work shall be paid at the rate of one and one-half time (1½x) the employee's basic rate of pay.

10.2.4 Unscheduled Overtime. The Company may at times need to have employees work their normal days off or a continuation of their shift. When service requirements necessitate employees

working their scheduled day(s) off, as long as the Company provides notification prior to the end of their normally scheduled shift for the need to work, or if the overtime is a continuation of their regular scheduled shift, the rate of pay for the overtime will be time and one half their normal rate. Employees will be given as much advanced notice as possible. **No employee may be obligated to work more than two (2) hours in continuation of their regular scheduled shift and no more than ten (10) hours of unscheduled overtime in a week. In an unforeseeable emergency situation this ten (10) hour limitation shall not apply.**

10.2.5 Call Out Time. It is recognized that due to the nature of our business and the necessity of providing continuous service, call outs after hours are a normal part of the business. It is understood and agreed that employees are expected to be reasonably available and to generally accept call outs.

Employees called at home, who leave home for overtime work, either before or after their scheduled workday, shall be paid at the call out rate for each hour worked. Employees called at home, who perform work at home, shall receive a minimum of one hour at the call out rate. The call out rate shall be paid at time and one half (1½x).

All regularly scheduled employees called out for work outside of scheduled work hours shall receive a minimum of two (2) hours at the call out rate, which shall be paid from the time they enter the Company service area until the time they return to the plant operating center. Call out time shall not be included as part of the basic work week.

10.2.6 Standby Time. An employee designated to stand by for emergency calls during his/her regular time off shall receive the following:

\$30.00 per day for each scheduled workday of assignment, \$45.00 for each non-scheduled workday of assignment and \$65.00 for each assignment on a Sunday or a Company designated holiday.

The assignment results in the employee being available and accessible to respond, during the period of the assignment and in a timely manner to a call out as determined by business needs. Assignments for standby will normally not be for periods longer than 7 calendar days scheduled mid-week to mid-week unless the needs of the business require otherwise. Such payments shall be in addition to compensation for the services of such Employee when actually called out while standing by. Standby should first be offered on a voluntary basis. In the absence of qualified volunteers, management will rotate standby among the qualified employees in inverse order of seniority. Once the standby schedule has been established, technicians may volunteer for standby however those requests must be made prior to when the weekly schedules are sent out.

10.3 WORK OUT OF CLASSIFICATION

The classification of an employee in a specific job classification shall not be construed as preventing such employee from performing or assisting in other work normally assigned to another classification. In addition, the Company may also assign an employee to fill:

- (a) A temporary job which is expected to last less than six (6) months, and
- (b) A vacancy in a regular job for such period as will provide reasonable time to select an employee to regularly fill the job.

Where the work of a qualified employee involves two (2) or more classifications in the same day, the employee shall be paid the

higher rate for the time actually worked in the higher classification if it corresponds to a rate in the higher wage group. If there is no corresponding rate, the employee shall be paid at the next higher rate in the classification. An employee who is assigned to work out of class in a lower rated classification shall be paid at his or her current wage rate. Assignment of an employee to a higher classification without an increase in pay shall be limited to bona fide training situations only.

An employee who is not at the top of their wage schedule, working in a higher rated classification shall be granted a step increase after each 1,040 hours worked in the classification in a consecutive twelve (12) month period. If the employee is subsequently awarded a position in that classification, credit toward step increases shall be given for the total hours worked in the classification.

An employee at the top of their wage schedule working in a higher rated classification shall be promoted to the higher classification once 1,040 hours have been worked during a consecutive twelve (12) month period.

When an employee is assigned to work in a higher classification, payment for holidays and PTO shall be at the rate of the higher classification, if the employee has worked at the higher rate for the preceding five (5) full workdays.

10.4 PLACE OF WORK

Employees shall report for duty at the permanent headquarters, designated at the time of employment, or at such permanent headquarters as may be re-established. For purposes of this Agreement, transfers of one (1) mile or less within an exchange area shall not constitute a change of permanent headquarters.

10.5 TEMPORARY RELOCATION OF WORK

Employees shall be given at least forty-eight (48) hours' notice when required to work away from their permanent headquarters for

a period in excess of one (1) day, unless an emergency arises. The Company will provide suitable board and lodging for all employees on overnight travel status.

When time is spent in travel outside of the scheduled work shift (excluding travel to and from the employee's home), the employee shall be paid the overtime rate for all hours above eight (8) spent in either work or travel.

All employees required, in the course of duty, to travel from one headquarters to another or to the site of the job, or from station to station, or from shop to shop, shall do so on Company time, with transportation provided by the Company. When an employee is called for emergency work outside this Company's area, traveling time to and from home shall be considered as working time. When a regular shift at the employees assigned work location follows the emergency work, compensation ceases when the employee leaves the job and in such cases only traveling time from home to the point of work will be paid for.

Employees assigned to travel for the purpose of attending Company arranged training programs will be provided with transportation or reimbursement for the equivalent commercial transportation fare.

Additionally, employees assigned to travel for purposes of attending Company arranged training programs shall receive reimbursement for actual and reasonable expenses incurred. Employees who attend training programs away from their normal

place of work, for a period in excess of three (3) weeks, shall be provided a return trip home every other weekend. At the option of the employee, the Company shall pay the transportation cost only of the spouse's travel to the location of training every two (2) weeks in lieu of the employee's return trip home.

Personal automobiles shall not be used for Company business except when approved by the supervisor. Reimbursement for mileage shall be at the Company's current established rate.

Employees will use a corporate credit card to pay for expenses including airfare, lodging, meals, parking, tolls, and ground transportation. Employees will file electronic expense reports supported by receipts and all approved credit card expenses will be paid directly to the vendor. Meal expenses will be reimbursed according to the Company's Business Expense Reimbursement policy.

10.5.1 Rest Periods Two (2) fifteen-minute rest periods shall be allowed in each eight (8) hour work day. Rest periods shall also be provided on a proportionate basis for those Employees who work less than an eight (8) hour workday. Each rest period shall be given as nearly as possible in the middle of each tour of a shift, service requirements permitting. Such rest periods shall be considered and paid for as time worked.

10.6 Scheduling of Work

10.6.1 Work schedules and days off shall be governed by the needs of the service as determined by the Company. However, shift schedules shall include two (2) days off in sequence, one of which shall be either a Saturday or a Sunday. The two (2) days off in sequence shall not apply in the event that a change in a Tuesday through Saturday shift is involved. In addition, the two (2) days off in

sequence shall not apply if such a change has been requested by an Employee to accommodate that Employee's personal preferences/business, so long as approval has been obtained in advance from the Supervisor. In the event that the Employee requests such a change in schedule for a period longer than two (2) weeks, the Company will notify the Section Shop Steward of the schedule change.

10.6.2 Work Schedules - Regular scheduled shifts shall be posted no later than noon on Wednesday of the preceding week. There will be eight (8) hours minimum between each full shift worked and the next shift scheduled.

If an employee is given at least twenty-four (24) clock hours written notice of a change in the hours or days the employee is scheduled to work (as defined in Article 8.5.3), the employee will receive a \$2.00 per hour differential. If an employee is not given twenty-four (24) clock hours written notice, the employee will receive a \$3.00 per hour differential. The shift differential is only applicable for the shift that is changed.

10.7 Selection of Shifts.

Employees who have sufficient experience and abilities shall have the opportunity to select such shifts and hours to be worked in order of their Bargaining Unit seniority within a classification.

10.8 JOB BIDDING

10.8.1 Job Bidding Procedures

10.8.1.1 Job bidding notices of all permanent job vacancies shall be posted for written bid on the Company's internet and intranet website and shall be considered open for a minimum of seven (7) calendar days, excluding holidays as in Article 4.2. Employees wanting to be considered for a job vacancy will complete the online application process.

Management will endeavor to notify the **Union Business Manager** prior to a job being posted. **Such notification shall be in writing. If notification is not received prior to the job being posted, written notification shall be made within one (1) calendar day of the job being posted.**

10.8.1.2 The Company will attempt to fill the vacancy internally from those employees submitting a job bid. However, it is understood that the Company may also consider candidates from outside the bargaining unit when filling vacancies. In order to be considered a candidate for selection (either internal or external) the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the Company elects not to use validated testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience and performance (and any performance evaluations), relevant technical education, attendance, etc. 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, with seniority to govern only in the event multiple internal candidates are deemed equally

qualified. All candidates will be treated equally with regard to criteria or selection used.

Should no qualified employee submit a bid or should no valid bid be received for a job vacancy, the Company may fill the vacancy at

its discretion. If an employee is deemed to be not qualified by the Company, the employee shall be so notified in writing.

10.8.1.3 Unless mutually agreed otherwise, employees may be awarded a job bid only after completion of six (6) months of continuous service with the Company, and will be limited to one successful bid in a twelve (12) month period, commencing with date of award. An employee shall not be required to exercise his/her seniority rights but shall not sacrifice any future rights to bid on vacancies through failure to do so.

Notice of selection of the successful bidder will be made within thirty (30) days of the closing of the bid. If it is not possible to make such selection within the stipulated time, the applicants will be notified.

10.8.1.4 Management will **provide written notice to the Union Business Manager** when new employee(s) are hired (with the associated job posting) so that the Union can meet with the new employee(s). **Management shall endeavor to provide notice seven (7) calendar days prior to the new hires start date.** It is the responsibility of the union representative to conduct this meeting with the new employee(s).

10.8.2 General Provisions

10.8.2.1 *Temporary Assignments* Temporary assignments may be made without regard to seniority for a period of not more than thirty (30) consecutive calendar days, but shall be made on a seniority

basis for any longer period of time providing that such employee has the capability of performing the job. Temporary assignments shall first be offered on a voluntary basis. No temporary assignment shall be more than six (6) months' duration unless mutually agreed to by the Company and the Union.

Furthermore, if a temporary vacancy becomes permanent, it is subject to the bidding procedure and it shall be posted for bid. The

Company shall not give preference to an employee who was temporarily assigned. If operational requirements delay the move of the successful bidder more than thirty (30) days, the employee involved shall be paid the higher rate until the move is allowed.

10.8.2.2 *Promotions.* An employee who successfully bids into a higher wage group shall be placed at his/her current rate of pay if that rate coincides with a rate in the new wage group. If the present rate does not coincide with a rate in the new wage group, the rate shall be adjusted upward to the next higher rate in the new wage group. The next scheduled increase shall date from the job entry into the new job classification.

An employee's past experience in the classification into which they have bid may be considered as to where they are placed in the step structure.

If there is more than one qualified applicant for the vacancy, the senior most qualified employee will be selected. The Company shall be the sole judge of the competency, qualifications, and abilities of the employee with respect to the classifications and work to be performed.

All newly promoted employees shall serve a six (6) month evaluation period in the new position during which time the employee may be demoted back to his/her original position if found

to be unable to satisfactorily perform the duties of the new position. However, newly promoted employees shall be given a reasonable evaluation period with an experienced person in that position and adequate instructions.

Employees promoted to managerial positions outside of the unit established by this Agreement and who voluntarily return to employment within the unit within a period of twenty-four (24) months shall be entitled to their seniority established as of the day of promotion, but may not exercise this seniority for selection of PTO and shifts for a one (1) year period. Those absent from the

unit for more than twenty-four (24) months shall not reclaim any seniority rights.

10.8.2.3 *Demotions.* A demotion is defined as the reclassification of an employee to a job in a lower pay grade than the one in which the employee is currently assigned. A demoted employee will move to the same time progression step in the new job schedule as held in the classification from which the employee was demoted.

10.8.2.4 *Transfers.* An employee who transfers from one occupational classification to another within the same wage group shall receive no change in pay and shall continue to accumulate wage progression credit and receive the next scheduled wage increase as if there had been no change in occupational classification.

Employees who transfer from one occupational classification to another shall be subject to the same six (6) month evaluation period described in Section 10.8.2.2, as well as the same reasonable evaluation period with an experienced person in that position with adequate instructions.

Refusal of transfer for any reason by an employee shall not in any manner impair the employee's seniority status or deprive such employee of further opportunity for advancement. In the event, however, that an employee refuses a transfer offered for the

purpose of maintaining continuity of service, such employee may then be laid off, but only in accordance with his or her seniority status.

10.9 MEALS AND LUNCH PERIODS

The normal lunch period will be **thirty minutes**. No pay shall be allowed under this Agreement for time spent eating meals, except as otherwise provided in the Article. Company may utilize **one (1)** hour lunch periods at its discretion.

An employee performing overtime work two (2) hours or more beyond the end of the regular shift, or when an employee who is on call out for a period of four hours shall receive a meal, provided or paid for by the Company then every six hours thereafter.

If an employee is required to work overtime through the regular breakfast period, the employee shall be provided breakfast by the Company, and if the delayed breakfast period occurs within the regular hours of work, such time shall not be deducted from the regular hours of work for pay purposes.

Meals furnished to an employee by the Company under the provisions of this Agreement shall be paid **for the actual amount spent on the meal up to the following:**

Breakfast	\$15.00
(For time worked between 2:00 AM and 10:59 AM)	
Lunch	\$20.00
(For time worked between 11:00 AM and 2:59 PM)	
Dinner	\$25.00
(For time worked between 3:00 PM and 1:59 AM)	

The Company shall only reimburse employees for meals actually eaten. **Employees must provide a receipt to be reimbursed for meals provided pursuant to this section.**

10.10 EMPLOYEE MOVING EXPENSES

Employees transferred at their own request shall bear their own moving expenses. Regular employees transferred at the request of the Company shall have all reasonable family transportation and moving expenses paid by the Company.

Employees transferred at the request of the Company will discuss with their supervisor the amount of paid time necessary for the move.

A Regular Employee forced to move to another work location more than 45 miles distance because his/her job has been eliminated, or because it has been preempted by an Employee with greater seniority, will have his/her moving expenses paid by the Company, but not to exceed \$1,000.

The Company shall not be obliged to pay transportation or subsistence expenses incurred by an Employee after termination of employment, provided, however, that an Employee transferred to and working out of a temporary headquarters will be furnished transportation back to his/her permanent headquarters upon termination of employment.

10.11 FURNISHING OF TOOLS AND EQUIPMENT

The Company will furnish to all employees all hand and body tools or other equipment necessary for the proper performance of their jobs. Tools furnished by the Company shall remain the property of the Company and the employee receiving such tools shall be

responsible for them. The Company will replace, without cost to the employee, tools that are broken or worn out from normal wear and usage, upon the employee's turning over to the Company such broken or worn out tools. All tools issued to an employee shall be returned to the Company upon termination of employment. Should these tools, equipment, or other devices be lost or broken, and the employee followed the Company-provided method of storing these tools, the employee shall not be held responsible.

10.11.1 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.

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.

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

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

This supplier will bill the Company for the \$75 annual maximum contribution and the remainder of the expense for prescription safety glasses, if any, will be paid by the employee. Employees will be responsible for the cost of prescription safety glasses above the Company's annual contribution for additional or replacement pairs of prescription safety glasses, including frames and/or lenses. Employees will also be responsible for the cost of eye examinations.

Specialty safety eyewear that does not include a vision correction will be excluded from the company contribution for prescription safety eyewear.

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

10.12 Pay Periods

The Company will pay Employees bi-weekly and will designate the regular paydays. If a payday falls on a holiday, payday shall be the preceding business day.

10.13 SAFETY RULES

The Union shall designate representatives to the State Health and Safety Committee who shall serve until their successor is appointed. The Committee shall:

- (a) Conduct regularly scheduled state health and safety meetings as required by Washington, Oregon, and Montana state law.
- (b) Review and make recommendations to the Company regarding the accident prevention and safety program.

- (c) Ensure safety training is conducted.
- (d) Provide health and safety suggestion procedures and education recommendations.
- (e) Monitor and coordinate tools and equipment inspection programs.
- (f) Review incident and accident investigations.
- (g) Establish and maintain reports of accidents and safety programs.
- (h) Disseminate safety information.
- (i) Maintain and review minutes of Health and Safety Committee meetings.

Members of the Health and Safety Committee shall be allowed Company paid time from their regular work schedule while attending these meetings.

The Union shall be included in any communication to State Health and Safety Committee members and shall be allowed to attend regularly scheduled State Health and Safety Committee meetings.

Any employee may submit to his/her supervisor or any Health and Safety Committee member, comments and suggestions concerning methods of performing work that will reduce possibilities of accidents or injuries. The opportunity shall be extended to every Plant employee, at least once each month, to

discuss safety practices and problems with the immediate supervisor and associated working group.

Any employee working under hazardous circumstances shall report the hazard immediately to a supervisor whenever possible and request such additional help as is required to perform the job safely. The employee shall not proceed with any hazardous portion of the work until assistance is on the job or the hazard has been cleared.

An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm to the employee, or other employees. The Company shall not discipline, discriminate against, or harm an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Company correct hazardous conditions but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger of death or serious harm. An employee who has refused in good faith to perform assigned tasks shall retain the right of continued employment and receive full compensation for the tasks that would have been performed.

The Company shall not discipline, discriminate against, or harm an employee that provides assistance, in the interest of health and safety, to another employee. Employees must communicate with their supervisor regarding the health and safety issue.

The Company shall provide information and training to employees on communicable diseases to which he/she may have routine workplace exposure to.

Management shall notify the Union of any fatality or serious reportable injury accident involving a bargaining unit employee as soon as reasonably possible after management becomes aware of such fatality or injury accident.

Any employee working over seventy-five (75) feet above the ground, except on buildings where no exceptional hazards exist, shall receive one (1) hour of additional pay at the regular straight-time rate for each hour worked at such height.

10.14 EMPLOYEE DISCIPLINE

At any meeting between a representative of the Company and a regular employee in which discipline (including verbal reprimands, and written warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for just cause) is to be announced, a Shop Steward may be present if the employee so requests. A copy of any disciplinary letter concerning a suspension, final written warning and termination given to an employee shall also be sent to the Local Union.

In the event that the job performance of an Employee is unsatisfactory to the Company and the Company decides to demote, dismiss, or suspend such Employee, the Company shall give reasonable notice to the Section Shop Steward before taking such action.

10.15 SUPERVISORS

Supervisors may work with tools for such purposes as inspecting work performed by employees, evaluating equipment, training employees and in case of emergency, or otherwise to ensure continuation or restoration of service when a qualified employee is not available or cannot be assigned with reasonable dispatch.

Such work by supervisors will be held to a minimum consistent with efficient operations and harmonious relations.

10.16 EMPLOYEE PERSONNEL RECORDS

All personnel records kept by the Company on an employee which may affect the conditions of such employee's employment shall be subject to his/her inspection. After such inspection, the employee shall initial and date the record as acknowledgement of having inspected the record on that date.

Upon the development of a grievance condition, when necessary to develop pertinent facts having to do with the presentation or resolution of such a grievance the personnel record of any employee shall be subject to inspection by the Union, upon such employee's written consent. Records maintained within the district and not available to an employee at his/her headquarters exchange shall be made available to the employee's headquarters exchange upon reasonable notice to his/her supervisor that the employee would like to inspect his/her personnel records.

When entries other than those of a routine nature are made on an employee's personnel record which may affect conditions of his/her employment, the employee shall be so advised.

Personnel records may only be inspected in the presence of the employee's supervisor or his/her designee. Material in the personnel file shall not be removed or copied except by approval of the Human Resource Manager.

Upon inspection, the employee may dispute any record contained in their personnel records. Such disputes shall be reviewed by the Human Resource Manager and a response provided to the employee justifying the Human Resource

Manager decision. Records determined by the Company to be erroneous, outdated, or otherwise non-applicable, shall be removed from the personnel record promptly.

10.17 INCLEMENT WEATHER

When inclement weather, in the judgement of the Company, makes outdoor work impractical, the Company may assign Employees to such indoor work as is available. An Employee relieved from duty by the Company because of inclement weather conditions shall receive the balance of the shift's pay at the regular straight-time rate for each day the Employee reports for work.

10.18 Placement of Physically Limited Employee – IBEW 768

If an Employee by reason of physical limitations is unable to perform the requirements of the regular job classification, the Employee may be placed in a suitable job by mutual agreement between the Company and the Union. If an Employee by reason of non-occupational temporary partial disability is unable to perform the requirements of the regular job classification, and in the judgment of the attending physician and the Company's medical consultant such temporary partial disability will prevail for six (6) months or less, and the Employee is capable of performing useful work in another job classification, the Company may offer the Employee such available work. If the Employee accepts, the rate of pay during such temporary assignment shall be the regular rate of pay for the job classification to which the Employee is assigned, at the Employee's current wage progression step.

If the Employee accepts the available work as provided above, but becomes physically unable to continue the temporary assignment or cannot resume his/her regular job assignment at the end of the six (6) month period, all time spent on the disability since the onset of that disabling condition shall be accumulative for determining the

180 day qualifying period for Disability Income Benefits under the Long Term Disability Income Insurance Plan.

ARTICLE 11 COMPLAINT AND GRIEVANCE PROCEDURE

11.1 PURPOSE

The purpose of this procedure is to provide a means whereby complaints and grievances may be adjusted or resolved promptly, fairly, and with confidentiality.

11.2 COMPLAINT RESOLUTION

An employee, either directly or through the Shop Steward, shall, as a part of the complaint and grievance procedure, within twenty (20) calendar days of the circumstances giving rise to the complaint or within twenty (20) calendar days after the date the employee should have reasonably known of the circumstances giving rise to the complaint, verbally present a complaint to the immediate supervisor. The immediate supervisor shall render a verbal decision within seven (7) calendar days. The Shop Steward shall have the right to be present at all such discussions, or if the employee desires, the Steward alone shall have such initial oral discussion with the employee's supervisor. Complaints may be adjusted in this manner so long as the adjustment is not inconsistent with the terms of this Agreement. Both parties agree to use their best efforts to resolve complaints informally and without resorting to the grievance procedure. However, in the event that such informal methods do not resolve the complaint, the issue shall be reduced in writing and shall be processed under the Grievance Procedure identified below.

11.3 DEFINITIONS AND PRESENTATION OF GRIEVANCES

"Grievances" shall mean, and be limited to, disputes or differences between the Company and the Union that arise during the term of the agreement, or Employees so represented, with respect to the interpretation or application of any specific provision of this Agreement or any Company practice which might conflict with the true intent and meaning of this or any other agreement between the parties. An Employee with a grievance shall be entitled to representation by the Union at all levels of the grievance procedure if the Employee so desires.

11.4 GRIEVANCE PROCEDURE

11.4.1 Step One. In order for the unresolved complaint to become a formal grievance, a written "Notice of Grievance" shall be prepared and presented to the appropriate Manager. The written "Notice of Grievance" shall be presented to the appropriate Manager within fourteen (14) calendar days after the decision is rendered by the immediate supervisor. The written "Notice of Grievance" shall contain:

- (a) The name(s) of the employee claiming to be aggrieved.
- (b) The nature of the grievance, and the circumstances out of which it arose.
- (c) The section(s) of the Agreement relied upon or claimed to have been violated.
- (d) The remedy or corrective action requested to resolve the grievance.

This meeting will be scheduled within ten (10) calendar days of receipt of the grievance form. Any grievance that cannot be

resolved at Step One must be answered in writing by management and submitted to the Union within ten (10) calendar days from the date of the meeting.

11.4.2 Step Two. If the grievance is not settled at Step One, the employee and/or the Union shall have fourteen (14) calendar days to submit a written appeal of the Step One decision to **Human Resources at uniongrievances@lumen.com**. A **Step Two meeting with Human Resources** will be scheduled within ten (10) calendar days of receipt of the Step Two appeal and may be held via telephone or **video conference**. Any grievance that cannot be resolved at Step Two must be answered in writing and submitted to the Union within ten (10) calendar days from the date of the meeting. (Grievances brought on behalf of the Union and/or grievances pertaining to an involuntary termination of an employee shall be initiated at **Step Two** of the Grievance Procedure and shall be initiated within fourteen (14) calendar days subsequent to the circumstances giving rise to the grievance or the date of termination.

11.5 TIME FOR PRESENTATION AND PROCESSING OF GRIEVANCES

A grievance not resolved within any step by failure of the Company to meet the prescribed time limits may be advanced by the Union to the next step. Any failure by the Union to meet the prescribed time limit(s) will result in the grievance being considered waived by the Union. All time limits in this grievance procedure may be extended by mutual agreement of the parties.

11.6 ARBITRATION

During the term of this agreement (which includes any extensions), any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted

to arbitration by the Union in its sole discretion. The time limit for the Notice of Appeal of a Step Two decision shall be twenty (20) calendar days following receipt of the Step Two determination and the Union shall file the Notice by submitting a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in either Oregon, Washington, or Montana to the Federal Mediation & Conciliation Service, with a simultaneous copy to the Company's Manager, Employee and Labor Relations. If the union fails to meet this timeframe, the grievance will be considered closed.

Company and Union may attempt to agree on a neutral arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within seven (7) calendar days of receiving the list, Union will contact Company to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one (1) name remains and he/she shall serve as arbitrator. **Prior to scheduling the hearing, the Parties shall meet and agree whether the hearing can be conducted virtually. The arbitration hearing shall be scheduled as soon as possible, subject to the schedules of the participants, and carried to a conclusion as expeditiously as possible.**

The arbitrator shall have no authority to add to, subtract from or to change any of the terms of this Agreement, or to change an existing wage rate, or to establish a new wage rate with the exception as noted in Section 8.1.2. In addition, no question relating to the functions reserved to the Company under Article 3 hereof, subject to the limitations set forth in this Agreement, nor questions relating to the Retirement and Insurance Plans described under Article 8 hereof shall be submitted to arbitration. The parties agree that the decision or award of the arbitrator shall be final and binding.

Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall only have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages "make whole" means

reimbursing the individual for the basic wages they would have made if employment had been continuous at the employee's regular straight-time wage rate and not including overtime or other premium payments or interest. Deductions must be made for interim earnings (from any source), Worker's Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged during that period. It is understood the Company shall assume no backpay liability for delays at the specific request of the Union in which the Company concurs.

Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation of the Arbitrator for time and expense shall be borne equally by both parties. Any 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 (including the cost of providing the arbitrator with the official record) shall be equally divided.

ARTICLE 12 CONTRACT CONDITIONS

12.1 SAVINGS CLAUSE

If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such finding as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and effect as set forth herein. Upon any such judicial determination, the Company and the Union will promptly negotiate and endeavor to reach agreement upon a suitable substitute for the provision so found to be invalid.

12.2 STRIKES OR LOCKOUT

It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration

thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Union agrees that the employees covered by this Agreement, or any of them, will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accord with the terms of the Agreement. It is understood that this specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities at any location or premises at which the Company has business, except in situations where an employee has a reasonable, objective belief of bodily harm they will immediately notify their supervisor. The Company agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the Company's business.

The Union will not authorize a strike, work stoppage, or slow-down, and the Company will not engage in a lockout because of any proposed change during the term of this Agreement or of any dispute over matters related to or covered by this Agreement. The Union will take every reasonable means within its power to induce employees engaged in a strike, work stoppage, or slow-down in violation of this Agreement to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slow-down which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared to be in violation hereof.

It is mutually agreed by the parties hereto that the Company shall have the right to suspend without pay or dismiss any Employee guilty of violating the terms of this Agreement by individually or collectively participating in any cessation or interruption of work which has not been officially authorized by proper Union authority.

12.3 NON-DISCRIMINATION

The Company and the Union agree to comply with all state and federal laws, rules and regulations prohibiting discrimination against any person with regard to employment because of race, color, religion, association, mental or physical disability, sex, sexual orientation, national origin, age, marital status, change in marital status, pregnancy, family relationship, veteran status, workers' compensation claimant status, or the exercise of civil rights procedures. It is further agreed that this non-discrimination provision relates to hiring, placement, upgrading, rates of pay or other forms of compensation, transfer, demotion, recruitment, advertisement, solicitation for training, layoff, termination and all other conditions of employment.

12.3.1 Harassment. Company will provide a working environment free from all forms of unlawful harassment.

12.3.2 Reporting Procedure. An employee who is subjected to, witnesses, or suspects any violation of Sections 12.3.1 or 12.3.2 shall immediately report the matter directly to Human Resources. Alternatively, the employee may report the matter to any shop steward or Union representative, who in turn shall immediately report the matter to Human Resources so that the Company can discharge its legal obligation to timely investigate.

12.3.3 Terminology. The words 'he' or 'she' are used in this Agreement and any Appendices for explanatory purposes only and

do not refer to the actual sex of any person.

12.4 AMENDMENTS

This Agreement constitutes the complete and entire understanding between the Company and the Union. All understandings and

written agreements between the parties, and supplements and amendments thereto, with an effective date prior to the date of this Agreement, shall be terminated by the signing of this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of the Agreement officially and mutually agreed to by the Company and the Union shall be committed to writing and signed by the duly authorized representatives of the parties in order to be binding.

12.5 SUCCESSORS AND ASSIGNS

The parties hereto agree that they and their successors and assigns shall be bound by the terms and conditions of this Agreement

12.6 DURATION

This Agreement shall remain in full force and effect from **July 1, 2023**, up to and including **June 30, 2026**, and thereafter until terminated. Either party may terminate this Agreement on, or at any time after **June 30, 2026**, by giving at least sixty (60) days prior written notice to the other of its desire to terminate, modify, amend, or change the agreement. However, if at the time this Agreement would otherwise terminate, because of such notice the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue; and any new Agreement may be made retroactive to the

date the Agreement would otherwise have terminated.

12.7 PRINTING OF AGREEMENT

The Company and the Union will each be responsible for printing their own contracts. Both parties will endeavor to have the contract reviewed, proofed, and ready to be printed within one hundred twenty (120) calendar days after notice of ratification.

ARTICLE 13 HOME GARAGING

13.1 IBEW 768 - Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Section 3.3.

ARTICLE 14 UNIFORMS

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. The annual credit is no less than \$175.00 for shirts and hats. Blue jeans are allowed. 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 have the unilateral right to modify, amend, or cease the uniform program at any time.

ARTICLE 15 CROSS JURISDICTIONAL BOUNDARIES –

15.1 The Company may have non-bargaining employees or employees from other bargaining units work within this bargaining unit's jurisdiction **per Article 15.3.**

15.2 When non-bargained employees or employees from other bargaining units work within this bargaining unit's jurisdiction due to a lack of training or other skill set related scenarios, the Company will make every effort to have said employees work in conjunction with employees within this bargaining unit in order to receive the training, skills and experience necessary to help ensure the Company's business and customer needs are readily met in the future. This informal training is not meant to replace formal training, but to enhance and maximize the potential of any training opportunity, in an effort to increase the bargaining unit's ability to respond to its jurisdictional service needs.

15.3 The Company shall notify **and receive assent from** the Union's **Business Manager** prior to cross jurisdictional assignments including non-bargaining or other bargaining unit employees performing work within this bargaining unit's jurisdiction. **Assent from the Union's Business Manager shall not be unreasonably withheld.** Such notification shall include the following information, if applicable:

- Assigned Name(s) of Employee
- Job Title(s)
- Organization
- Home Work Location
- Temporary Work Assignment Location
- Intended Duration of Assignment
- Reason for Assignment

Equipment Required
Nature of Work
Management Contacts

The Company will provide **a minimum of 24 hours** advance notice.

15.4 Crossing of jurisdictional boundaries between another union local will only occur where the other union local has language which allows for it.

15.5 In cases of wage disparity, an employee shall be paid at the higher wage rate for all hours worked while on temporary assignment to another area.

15.6 When working with an out-of-area employee assigned bargaining unit work, the in-area bargained employee shall receive differential of \$2.50 hour for every hour worked. The differential shall not apply if the in-area bargained employee is being trained by the out-of-area bargaining employee.

15.6 Upon request, the number of hours worked in cross jurisdictional assignments will be provided to the Union.

ARTICLE 16 SUBCONTRACTING

16.1 SUBCONTRACTING

In recognition of the continuing technological, regulatory and market changes in the telecommunications industry, and in the interest of promoting and protecting the interests of the Company, the Union and employees covered by this Agreement, the parties recognize the Company's need for greater flexibility in subcontracting Bargaining Unit Work while protecting the legitimate interests of regular employees to continued job security.

Work normally performed by members of the Bargaining Unit may be

let to contract so long as it does not cause the layoff or part-timing of any current regular employees in the job title and job location of those employees who normally perform the same work as contracted.

Before any layoff or part-timing of regular employees can occur, the Company will reduce contracting to the extent required to accommodate employees exercising their bumping rights. If an employee elects not to exercise his/her bumping options, the company may continue to use contracting in that job title.

The Company shall provide, as soon as administratively possible, written notification to the local Union when contractors will be used and the location and expected duration of the assignment(s).

16.2 CONTRACT DAY LABOR – Local 89

Contract day labor shall be defined as workers referred by or leased from another employer (such as a company supplying temporary and/or specialized workers) for a specific project, a definite period, and/or for a maximum of six-months tenure, and whose work schedule may be either full time or part time. Contract workers shall remain employees of their employer, shall not be placed on the Company's payroll, and shall not become subject to the terms and conditions of this Agreement.

Contract labor may not be utilized to avoid filling authorized regular full-time or regular part-time vacancies on a permanent basis.

Any extension to the above time shall be by mutual agreement.

16.3 TRANSFERS OF WORK

Company may transfer bargaining unit work to the Employees at any other Company location outside the state provided that such transfer is for bona fide business reasons.

ARTICLE 17 CONCESSION BENEFITS

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a telephone concession benefit. 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 concession benefits that are provided to non-bargaining employees at the same location.




Article 18 Training

18.1 Training - The Company and the Union recognize the value of training and offering employees additional opportunities to increase their skills in order to compete in an ever-changing business environment. We further recognize that enhanced training can increase operational flexibility and add efficiency in addressing the Company's service needs, while maintaining the skill sets within the bargaining unit.

Based on these facts, the Company commits to provide training to address and maintain technological changes and provide appropriate training within the bargaining unit, so it does not allow the bargaining unit's skills to become obsolete.

The Company and the Union shall meet to discuss and review training activity within the bargaining unit upon the Union's request. They will work to mutually assess the needs for training and equitable opportunities for employees to obtain training. They will also utilize the training requests submitted by the bargaining unit employees. The Company reserves the right to determine the type and extent of training required for its employees, the scheduling of that training by work location and classification, and the number of employees to be trained.

Approved By: CenturyTel of Washington, Inc. CenturyTel of Oregon, Inc. CenturyTel of Montana, Inc	International Brotherhood of Electrical Workers AFL-CIO
------------------------------------------------------------------------------------------------------------	------------------------------------------------------------

	
Kelly Gallagher Director, Labor Relations	George Bland IBEW Business Manager- 768
	 Richard Murray IBEW Business Manager- 89

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

January 26, 2024

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.

CenturyLink
Wage Table IBEW 89 and 768
Effective: July 1, 2023*

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

WAGE SCHEDULE					
Step	01A	01	02	03	04
Start	\$13.86	\$12.62	\$12.41	\$12.30	\$10.45
6 Months	\$15.76	\$14.35	\$14.11	\$13.74	\$11.37
12 Months	\$17.86	\$16.23	\$15.95	\$15.41	\$12.57
18 Months	\$19.30	\$18.33	\$18.14	\$17.19	\$13.93
24 Months	\$22.87	\$20.78	\$20.50	\$19.25	\$15.36
30 Months	\$25.83	\$23.50	\$23.22	\$21.53	\$17.04
36 Months	\$29.28	\$26.58	\$26.25	\$24.01	\$18.87
42 Months	\$33.20	\$30.16	\$29.81	\$26.88	\$20.88
48 Months	\$37.67	\$34.23	\$33.92	\$30.12	\$23.18
Group 01A	BST II				
Group 01	BST I, Network Tech, Cable Tech, Facility Tech				
Group 02	Customer Service Technician				
Group 03	Drafting Tech				
Group 04	Service Clerk II				

CenturyLink
Wage Table IBEW 89 and 768
Effective: July 1, 2024*

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

WAGE SCHEDULE					
Step	01A	01	02	03	04
Start	\$14.28	\$13.00	\$12.78	\$12.61	\$10.76
6 Months	\$16.23	\$14.78	\$14.53	\$14.15	\$11.71
12 Months	\$18.40	\$16.72	\$16.43	\$15.87	\$12.95
18 Months	\$19.88	\$18.88	\$18.68	\$17.71	\$14.35
24 Months	\$23.56	\$21.40	\$21.12	\$19.83	\$15.82
30 Months	\$26.60	\$24.21	\$23.92	\$22.18	\$17.55
36 Months	\$30.16	\$27.38	\$27.04	\$24.73	\$19.44
42 Months	\$34.20	\$31.06	\$30.70	\$27.69	\$21.51
48 Months	\$38.80	\$35.26	\$34.94	\$31.02	\$23.88
Group 01A	BST II				
Group 01	BST I, Network Tech, Cable Tech, Facility Tech				
Group 02	Customer Service Technician				
Group 03	Drafting Tech				
Group 04	Service Clerk II				

CenturyLink
Wage Table IBEW 89 and 768
Effective: July 1, 2025*

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

WAGE SCHEDULE					
Step	01A	01	02	03	04
Start	\$14.71	\$13.99	\$13.16	\$13.05	\$11.08
6 Months	\$16.72	\$15.22	\$14.97	\$14.57	\$12.06
12 Months	\$18.95	\$17.22	\$16.92	\$16.35	\$13.34
18 Months	\$20.48	\$19.45	\$19.24	\$18.24	\$14.78
24 Months	\$24.27	\$22.04	\$21.75	\$20.42	\$16.29
30 Months	\$27.40	\$24.94	\$24.64	\$22.85	\$18.08
36 Months	\$31.06	\$28.20	\$27.85	\$25.47	\$20.02
42 Months	\$35.23	\$31.99	\$31.62	\$28.52	\$22.16
48 Months	\$39.96	\$36.32	\$35.99	\$31.95	\$24.60
Group 01A	BST II				
Group 01	BST I, Network Tech, Cable Tech, Facility Tech				
Group 02	Customer Service Technician				
Group 03	Drafting Tech				
Group 04	Service Clerk II				

**Letter of Understanding
by and between
CenturyTel of Washington, Inc.
CenturyTel of Oregon, Inc.
and
International Brotherhood of Electrical Workers, Local 89**

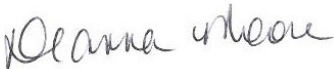
Grandfathered Paid Time off (PTO)

December 31, 2014, a one-time grandfathered PTO option will be available. All unused/accrued PTO over 40 hours as of December 31st will be placed into a grandfathered PTO bucket.

- a. Grandfathered PTO will be paid out upon termination/retirement.
- b. Grandfathered PTO shall not take precedence over the current year's vacation schedule.

CenturyTel of Washington, Inc.
CenturyTel of Oregon, Inc.

International Brotherhood
of Electrical Workers



Deanna Moore
Labor Negotiator



Matthew P. Carroll
Business Manager
IBEW Local 89

Letter of Understanding
By and Between

CENTURYTEL OF MONTANA, INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 768

CROSSING JURISDICTIONAL BOUNDARIES

The Company may have employees from other bargaining units work within this bargaining unit's jurisdiction only when no employees from this bargaining unit are available or to help during emergencies. This will apply only when all employees from this bargaining unit are unavailable, have been called out, or are already scheduled to work. The Company may also have employees from IBEW 768 unit work in the IBEW 206 areas.

The Company recognizes the current Union jurisdictional boundaries of the I.B.E.W. Locals representing CenturyLink employees.

The Company will notify the Union where there is a need for an employee to cross jurisdictional boundaries. This notification will be given prior to any employees performing work across jurisdictional boundaries except in emergency situations where the notification is impossible to be given in advance.

Employees being loaned shall be first on a voluntary basis. When there are no volunteers, selections shall be made by inverse seniority.

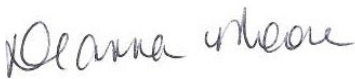
It is not the intent of the Company to utilize this Agreement to backfill in situations where a force adjustment or force reduction has taken place.

Employees of the Company working temporarily outside the jurisdictional boundaries of their bargaining unit shall work under the terms of the labor contract covering their permanent assignment. Dues will continue to be submitted to the Local that has jurisdiction over those employees' permanent assignment.

In cases of wage disparity, an employee shall be paid at the higher wage rate for all hours worked while on temporary assignment to another area.

CenturyTel of Montana, Inc.

International Brotherhood of
Electrical Workers



Deana M. Moore
Labor Negotiator



George Bland,
Business Manager, Local 768

**Letter of Understanding
by and between
CenturyTel of Washington, Inc.
CenturyTel of Oregon, Inc.
and
International Brotherhood of Electrical Workers,
Local 89**

Tax Deferred Savings Plan

CenturyTel of Washington, Inc. and CenturyTel of Oregon, Inc. and the International Brotherhood of Electrical Workers (IBEW) agree the Company matching contribution to the CenturyLink Union 401(k) Plan will be as follows:

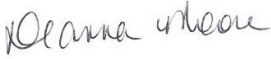
- Effective January 1, 2017 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit prior to September 1, 2008 the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, 2015 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit on or after September 1, 2008, but prior to July 1, 2015, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective November 21, 2014 or as soon as administratively feasible for employees hired, re-hired, or transferred into this bargaining unit on or after July 1, 2015 the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees.

Employees hired or re-hired into the bargaining unit on or after (date to be determined), shall automatically be enrolled in the CenturyLink Union 401(k) Plan in accordance with the terms of the CenturyLink Union 401(k) Plan and its administrative procedures. Employees shall have the option of opting out of the automatic contributions or modifying their contribution level in accordance with terms of the CenturyLink Union 401(k) Plan and its administration procedures. This change will not go into effect until after all locals covered under the CenturyLink Union 401(k)

plan have agreed to this language. Automatic enrollment will be implemented as soon as administratively feasible.

CenturyTel of Washington, Inc.
CenturyTel of Oregon, Inc.

International Brotherhood
of Electrical Workers



Deanna Moore
Labor Negotiator



Matthew P. Carroll
Business Manager
IBEW Local 89

Letter of Understanding
By and Between

CENTURYTEL OF MONTANA, INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 768

CENTURLINK UNION 401(K) PLAN

It is agreed that the Company will provide a tax deferred saving plan, the CenturyLink Union 401(k) Plan for the Employees covered under the collective bargaining agreement. The Plan shall be subject to the applicable IRS rules and regulations.

The maximum Employee contribution will be the maximum allowed by the plan document.

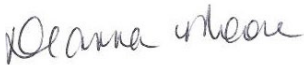
The Company will provide a matching contribution as follows:

- Effective January 1, 2017 for employees hired, re-hired, or transferred into this bargaining unit prior to May 1, 2008 the match will be 25 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, 2015 for employees hired, re-hired, or transferred into this bargaining unit on or after May 1, 2008, but prior to January 1, 2015, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective January 1, 2015 for employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2015 the Company will contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees.

Employees hired or re-hired into the bargaining unit on or after (date to be determined), shall automatically be enrolled in the CenturyLink Union 401(k) Plan in accordance with the terms of the CenturyLink Union 401(k) Plan and its administrative procedures. Employees shall have the option of opting out of the

automatic contributions or modifying their contribution level in accordance with terms of the CenturyLink Union 401(k) Plan and its administration procedures. This change will not go into effect until after all locals covered under the CenturyLink Union 401(k) plan have agreed to this language. Automatic enrollment will be implemented as soon as administratively feasible.

CenturyTel of Montana, Inc.



Deana M. Moore
Labor Negotiator

International Brotherhood of
Electrical Workers



George Bland,
Business Manager, Local 768

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