

AGREEMENT

Between



**CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC**

and



Communications Workers of America

February 3, 2014

Through

February 2, 2017

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AGREEMENT

THIS AGREEMENT is entered into this third day of February 2014 between CenturyTel of Central Wisconsin, LLC/Telephone USA of Wisconsin, LLC, d/b/a CenturyLink, its successors or assigns, sometimes hereinafter referred to as the "Company," and the Communications Workers of America, sometimes hereinafter referred to as the "Union".

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ARTICLE 1 UNION RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and working conditions for the employees in the collective bargaining unit hereinafter described:
 - 1.1.1 Field Operations and Plant Facilities Department employees classified in the occupations listed and described in Exhibit I which is attached to and made a part of this Agreement.
- 1.2 The Company and the Union agree that collective bargaining with respect to rates of pay, hours of work and working conditions shall be carried on between the designated representative of the Company and the Union Representative and/or bargaining committee representing the Union in respect to the collective bargaining unit hereinbefore described.
- 1.3 The Company and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Company, the employees, and the Union may be benefited.
- 1.4 The Company agrees to allow Local Union representatives reasonable time (approximately fifteen (15) minutes) during new employee orientation sessions for bargaining unit employees.
- 1.5 The Company and the Union recognize that it is in the best interests of both Parties, the employees and the public that all dealings between them be, and continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the

Company and the Union and their respective representatives at all levels shall apply the terms of this Agreement fairly, in accord with its intent and meaning. The parties commit to conduct themselves in a spirit of mutual responsibility and respect. This section is not subject to grievance procedures in Articles 6, 7 and 8.

ARTICLE 2 EEO AND ANTI-HARASSMENT COMMITMENT

- 2.1 Company will provide equal employment opportunities to all persons regardless of race, color, religion, ancestry, sex, national origin, marital or veteran status, physical or mental disability, age, or any status otherwise protected under applicable federal, state, or local law, unless it is a bona fide occupational requirement reasonably necessary to its operations.
- 2.2 Company will provide a working environment free from all forms of unlawful harassment including, but not limited to, harassment based on the statuses recognized in Section 2.1.
- 2.3 An employee who is subjected to, witnesses or suspects any violation of Sections 2.1 or 2.2 shall immediately report the matter directly to Human Resources.
- 2.4 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.

ARTICLE 3 GENERAL OBLIGATIONS OF THE PARTIES

- 3.1 There shall be no discrimination on the part of either the Company or the Union against any employee(s) because of the individual's affiliation with the Union or because the individual does not affiliate with or take membership in the Union.
- 3.2 Union Activity on Company Property - Neither the Union nor its members shall carry on Union activities during time when any of the employees involved is on duty. Insofar as this provision is concerned, relief periods and lunch periods are not considered as time of duty.

- 3.3 Union Responsibility - The Union agrees for the employees covered hereby that individually and collectively they will perform loyal and efficient work and service, and that they will use their influence and best efforts to protect the property and interests of the Company, its good name, and its service to the public.
- 3.4 Management Responsibility - It is the responsibility of the Company to manage the business and direct the work force consistent with the terms and conditions contained in the Collective Bargaining Agreement, but those matters not covered by this Agreement are the responsibility of management. This shall include, but not be limited to, determining the size of the work force and the number of employees needed at any particular time or place; using improved methods, material or equipment; determining work assignments and tours; developing and administering work standards and performance requirements; and being the sole judge of the quality and acceptability of communications services rendered to the public. All other customary management rights shall be reserved solely by the Company.
- 3.4.1 The Company acknowledges a policy that management employees will not perform substantial productive work of the same type or nature as normally assigned bargaining unit employees as covered in Exhibit I, of this Agreement. It is understood, however, that it is a normal function of management to perform productive work under conditions of emergencies, enforcement of safety practices, inspection of work completed by bargaining unit employees, work incidental to the training of employees, work as may be required to meet the demands of service and when a qualified employee is not available or cannot be assigned with reasonable dispatch.
- 3.4.2 Company may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, family and medical leave, unlawful harassment and discrimination, personal

appearance and dress, conflicts of interest, visitors, outside employment, smoking, performance evaluations, personnel files and records, confidentiality and confidential information, alcohol and drugs, use of vehicles on Company business, and reimbursement for business-related expenses.

Company will provide the local Union President 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 specific provision of this Agreement, but any such grievance must be filed no later than ten (10) days after its effective date.

- 3.4.3 The Company will notify the Union once a month of employees hired, their report center, job classification, status, and rate of pay.

ARTICLE 4

UNINTERRUPTED SERVICE TO CUSTOMERS

- 4.1 During the term of this Agreement, Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any similar disruption or restriction of work on, in or at any of the Company's premises **or locations where Company employees are working.** This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable objective belief of bodily harm they will immediately notify their supervisor or Human Resources.
- 4.2 During the term of this Agreement, the Company will not cause or engage in any lockout of its employees.

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- 4.3 Any employee engaging in any activity in violation of Section 4.1 may be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.
- 4.4 Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE 5 JOINT CONFERENCE PROCEDURES

- 5.1 The Company and the Union, through their certified representative shall respectively keep each other informed of the personnel who are authorized to represent them.
- 5.2 Meetings between designated representatives of the Company and the Union shall be subject to call upon reasonable notice to either party to this Agreement, and both parties agree to notify the other party of the subjects to be discussed at a joint conference wherever it is practical to do so.
- 5.3 When it is mutually agreed, minutes shall be kept of joint conferences held between representatives of the Union and the Company. This shall include joint meetings held for the purpose of adjusting grievances or differences. Subjects discussed and conclusions reached during the course of the negotiations shall be placed in form suitable for use in the minutes before the meeting adjourns. Before publication, the minutes shall be approved jointly by the ranking Union and Company representatives.
- 5.4 The Company and the Union shall individually bear the cost of reproducing sufficient copies of joint conference minutes to meet their respective requirements.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 A grievance is a complaint by an employee or group of employees for whom the Union is the bargaining agent **that arises during the term of the agreement**, involving the interpretation or application of any of the provisions of

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this Agreement or a complaint that an employee has, in any manner, been unfairly treated by the Company. All grievances shall be presented in writing and all replies to grievances given by Management shall likewise be in writing and shall be included on, or affixed to the original grievance form. Past practices and/or policies of any prior owners or managers of the exchanges covered by this Agreement shall not be binding on either party for any purpose, and only practices and/or policies of this company shall be binding.

- 6.2 The grievance shall briefly describe in substance the specific matters complained of but in sufficient detail that dates, time if pertinent, occurrences, and the nature of the circumstances causing the grievance can be identified readily. The names and locations of employees concerned shall also be given where the grievance relates to specific employees as opposed to a general complaint. There shall also be a statement as to the specific section(s) of this Agreement believed to have been violated or misinterpreted and the desired remedy.
- 6.3 No grievance shall be eligible for handling hereunder unless filed in compliance with Section 6.2 within ten (10) working days (a) after the event out of which such grievance shall have arisen; or (b) after the date on which the fact that a grievance existed became known (or reasonably should have become known) to the employee or the Union and is thereafter timely appealed to the various steps of the procedure.
- 6.4 This shall be the exclusive procedure and remedy involving any alleged violation of this Agreement. Except as otherwise provided in this Agreement, all grievances filed after the effective date of this Agreement involving alleged violations occurring during its term will be submitted according to the following procedures and time limits:

Step 1 - Supervisor

The grievance is submitted to the supervisor who will provide a written response within ten (10) working days after he or she receives the written grievance. If the

supervisor or designee does not provide a timely written response, the grievance automatically moves to Step 2.

Step 2 - General Manager

If the grievance is not resolved at Step 1, Union may refer the grievance to the General Manager or Director, Region Plant Facilities by making a written request within ten (10) working days after receiving the supervisor's Step 1 response. The General Manager, Director, Region Plant Facilities or departmental designee shall issue a written response within ten (10) working days following receipt of the request. If the General Manager or Director, Region Plant Facilities or departmental designee does not provide a timely written response, the grievance automatically moves to Step 3.

Step 3 - Manager, Labor Relations

If the grievance is not resolved at Step 2, Union may refer the grievance in writing to the Manager, Labor Relations by making a written request within ten (10) working days after receiving the Step 2 response. The Manager, Labor Relations or designee shall issue a written response within ten (10) working days following receipt of the request. If a timely written response to the grievance is not provided, Union may move the grievance to arbitration by timely following the procedure in Section 8.1.

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6.4.1 Grievance meetings will be held as expeditiously as possible and may be heard via conference call, but no later than ten (10) working days after receipt of either the original grievance or an answer to a grievance.

6.4.2 If the grievance is not timely submitted by the Union to the next level as outlined in this Article, it shall not be eligible for further appeal.

6.5 Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss the grievance with the aggrieved employee or employees without affording the appropriate Union representative an opportunity to be present.

- 6.6 Nothing in this Article shall prevent an employee or group of employees from presenting grievances directly to the Company; however, if any grievance presented by an employee or group of employees involves a question of interpretation or application of this Agreement, which upon determination may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Company shall immediately notify the Union and the Union shall be entitled to be present and participate in the discussions and disposition of such grievances.
- 6.7 "Working days" as used in this Article shall not include Saturdays, Sundays or holidays. The time periods specified in this Article may be extended or modified by mutual consent in writing.
- 6.8 Pay shall be allowed for attendance at grievance meetings during employees' scheduled tours for a maximum of two (2) employees.

ARTICLE 7 GRIEVANCE MEDIATION

- 7.1 The mediation procedures herein will only apply to disciplinary action consisting of suspensions of one (1) day or more and discharges which are specifically subject to arbitration.
- 7.2 After the filing of the request for arbitration, in accordance with Article 8, the parties may agree to use this mediation process.
- 7.3 The parties will proceed to select a mediator and establish a mediation conference at the earliest date feasible to all concerned.
- 7.4 The mediation conference will be held in a mutually agreed location.
- 7.5 Should the availability of the mediator unnecessarily delay the processing of the grievance in the opinion of either party, another mediator may be selected or the mediation process may be bypassed and the grievance pursued to arbitration.

- 7.6 Each party shall have one principal spokesperson at the mediation. An attorney will not be used by either party at the mediation conference.
- 7.7 The mediation conference will normally be attended by the grievant, the Local President and those people actually involved in the mediation conference. The number of employees who shall suffer no loss in pay shall be no more than three (3). Should additional employees be necessary for the complete discovery of facts at the conference, the parties will agree in advance on the number of additional employees who will attend the conference and suffer no loss in pay.
- 7.8 Any written material that is presented to the mediator or to any other party shall be returned to the party presenting the material at the termination of the mediation conference.
- 7.9 Proceedings before the mediator shall be informal in nature. Normally the evidence presented would be that discussed during the grievance procedure. The rules of evidence shall not apply and no record of the mediation conference shall be made.
- 7.10 The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- 7.11 The Company and the Union spokespersons may accept or reject the resolution proposed by the mediator and such settlement or any other settlement agreement resulting from the conference shall not be precedent setting, unless both parties agree.
- 7.12 If no settlement is reached the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided.
- 7.13 If no settlement is reached at mediation, the Union is free to arbitrate, provided that the Union requests arbitration within ten (10) workdays following the conclusion of mediation by following the procedures in Article 8.1.

- 7.14 In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator for the same grievance. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no reference to or use made of any statements, oral or written, or of things done at the mediation conference.
- 7.15 The fees and expenses of the mediator shall be shared equally by the parties.

ARTICLE 8 ARBITRATION

- 8.1 A grievance which has not been satisfactorily settled after it has been presented in writing and processed completely through the Grievance Procedure may be submitted to arbitration by the Union **during the term of the agreement** 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 Wisconsin, Michigan and Minnesota to the Federal Mediation & Conciliation Service, with a copy to the Company's Vice President, Employee & Labor Relations, within thirty (30) workdays of the Company answer (or any default in answering) at the third step. N
- 8.2 The 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 ten (10) calendar days of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one name remains and he/she shall serve as arbitrator.
- 8.2.1 It is mutually agreed that neither the Union nor the Company shall take any steps or inaugurate any proceedings to stay the arbitration on any grievance except and exclusively for the following reasons:

- 8.2.1.1 That the grievance procedure under the contract has not been exhausted.
- 8.2.1.2 That the grievance is expressly excluded from arbitration by the terms of the contract.
- 8.2.2 All proceedings under this Article shall be carried on as expeditiously as possible.
- 8.2.3 The arbitrator shall not possess authority to assess damage or punitive payments against either party to the other. In rendering a decision, the arbitrator shall be confined to the specific issue or issues.
- 8.2.4 The arbitrator shall have no authority to add to, subtract from, or reform the provisions of the contract between the parties.
- 8.2.5 Where the issue submitted to Arbitration involves the payment of money to an employee retroactively or otherwise, the Arbitrator shall 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, less wages, from any source, Workers' 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. In situations where the Company has allowed the Union additional time for its internal appeal process, it is also understood that the Company shall assume no backpay or other grievance liability for that time and the Union will also be obligated to notify the Company of the outcome of such process within five (5) working days of its conclusion. If the appeal is upheld, the Union shall then request hearing dates from the arbitrator previously selected under Section 8.2 and the Company's

grievance liability will resume as of the date of that request. However, if the Union has not informed the Company of the outcome of the internal appeal process within sixty (60) calendar days of the Union request to exhaust its internal process, or the process has not been completed within the sixty (60) calendar days, the grievance shall automatically be deemed resolved in the Company's favor.

- 8.2.6 Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.
- 8.2.7 Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding mutually agreed to in advance shall be borne equally by the Company and the Union.
- 8.2.8 The parties may mutually agree (in writing) to extend the time periods set forth in Article 8 of this agreement.

ARTICLE 9 ABSENCES OF UNION OFFICERS AND REPRESENTATIVES FOR UNION ACTIVITIES

- 9.1 Subject to the rules and regulations of the National Labor Relations Board and such legislation as may apply, the Company agrees to permit officers and representatives of the Union to attend Union meetings and conventions and otherwise carry out their Union duties, provided the Company is given reasonable notice of the request, a qualified replacement can be made available, and that such absences shall not exceed what is considered reasonable as determined by the Department Head of the

Company. Unless otherwise agreed to, such time off shall not be paid for by the Company.

- 9.2 A leave of absence to assume Union activities on a full time basis may be granted by the Company for a period of up to three (3) years. At the end of the initial leave period, the employee may request an additional leave subject to the approval of the Company. Leaves of absence for Union activities may not exceed a total of six (6) years.

A leave of absence to assume "local" union activities on a full time basis may be granted by the Company for a period of up to six (6) years. These leaves to the employee's "local" shall be granted with full accredited service and the employee shall be eligible for group insurance at their own expense. Leaves of absence for Union activities may not exceed six (6) years. "Local," for the above paragraph only, shall be defined as: Any or all CWA locals which individually or collectively represent CenturyLink employees in the State of Wisconsin.

- 9.2.1 Granting of such a leave will be contingent upon reasonable notice of the request and the availability of a qualified replacement as determined by the Company. The maximum number of employees granted leave will also be determined by the Company.

- 9.2.2 A request to return to active employment must be made within thirty (30) calendar days prior to the termination of the leave. Employment will be terminated promptly at the end of the leave if the employee does not return to active employment.

- 9.2.3 Upon return from a leave of absence for Union activities, an employee shall be re-engaged in the former work classification or in a job of comparable compensation. If no such vacancies exist in the former work classification or in jobs of comparable compensation, the employee will be re-engaged in a different classification at the applicable wage rate.

- 9.2.4 Upon return from a leave of absence for Union activities, the employee will be allowed full credit

for the former period of active employment when computing the accredited service for purposes of all rights and benefits under the existing Agreement. No credit will be allowed for the period of leave. (This does not apply to employees on a "local" union leave of absence.) The employee's position on the wage guide at the time leave is granted will be the same position assumed upon return.

- 9.2.5 An employee granted a leave for Union activities will be ineligible for wages or benefits from the Company during the period of the leave.
- 9.2.6 The Company may ask the employee to submit a physical examination as a prerequisite of full rights of re-employment under this section.

ARTICLE 10 SUSPENSION, DEMOTION, OR DISCHARGE

The Company shall have the right to discipline, demote or discharge probationary employees in its sole discretion and to discipline, demote or discharge a regular employee for just cause to include such matters as employee's efficiency, conduct, application, or discharge of assigned duties, provided however, that such cases resulting in suspension, demotion, or discharge may at the request of the Union be subject to Article 6 except cases involving discharge of employees whose accredited service is less than one (1) year may not be submitted to arbitration. Temporary and occasional employees may be disciplined or terminated in the Company's sole discretion without cause and without access to Articles 6 and 8.

ARTICLE 11 WORKING SCHEDULES AND HOURS OF WORK

11.1 Scheduled Tours of Duty

- 11.1.1 The normal work week will consist of forty (40) hours of work and may be any forty (40) hours during the calendar week beginning with Sunday.
- 11.1.2 The normal day shall consist of eight (8) hours. The Company shall determine the starting and

ending time of each tour. Regular part-time and part-time employees may be scheduled to work the actual number of hours for which their services are required.

- 11.1.3 The work schedule developed by the Company in thirteen (13) week periods will be posted or made available. The Company will endeavor to keep changes in the schedule to a minimum. Seniority will prevail in the selection of tours for all employees in a single job classification of the same work group except when service requirements and qualifications necessitate specific employee assignment.

11.2 Four-Ten (4-10) Hour Tours

The Company for selected work groups may schedule the employees' normal work week in four-ten (4-10) hour tours instead of five-eight (5-8) hour tours.

The Union agrees to waive the provision calling for the payment of overtime after eight (8) hours when a four- (4-) day ten- (10-) hour work week is used.

The Company may present such work weeks to employees by seniority on an individual basis or to groups of employees.

The decision to accept a four- (4-) day ten- (10-) hour work week will be solely left with the employee(s) concerned, and will be for a predetermined period of time.

- 11.2.1 Employees will be paid overtime for all hours worked in excess of ten (10) hours per day for their scheduled days and for hours worked in excess of forty (40) hours in any calendar week for which overtime has not been paid for on a daily basis. During weeks in which these employees are scheduled five (5) eight- (8-) hour tours for a calendar week, normal work schedules, hours of work and basis of compensation will apply.

- 11.2.2 Lunch meal periods (non-paid time) are thirty (30) minutes per tour as near the middle of the tour as practical.
- 11.2.3 There will be weeks during the year when the employee's scheduled tours will revert back to five (5) eight- (8-) hour tours for specific weeks. This will usually be done when the employee is scheduled for school, vacation or when a holiday falls during the week or when required to meet the service demands of the business. The second week in which an employee is absent sick paid would revert back to five (5) eight-hour tours.
- 11.2.4 Vacations - Employees normally scheduled four (4) ten (10) hour tours per calendar week will be considered on five (5) eight- hour tours during weeks selected for vacation.
- 11.2.5 Holidays - During weeks in which holidays fall, employees normally scheduled four (4) ten- (10) hour tours will be scheduled five (5) eight- (8) hour tours.
- 11.2.6 Employees scheduled for four (4) ten- (10-) hour tours will receive ten (10) hours of pay per scheduled day for paid absences due to death in the immediate family, jury and witness duty, and sickness.

11.3 Travel Time

- 11.3.1 Time worked shall be considered to include travel time from the designated reporting center to the job location, and travel time returning to the designated reporting center.
- 11.3.2 When an employee travels from one (1) job location to another in a conveyance supplied by the Company, such travel time will be considered to be the same as productive work time.
- 11.3.3 Employees traveling to Company sponsored schools outside of the operating area of the Company or from one (1) job location to another in

a public conveyance, will be reimbursed for hours traveled to a maximum of eight (8) hours for the initial and last return trip. The Company will pay certain, applicable and reasonable board and lodging expenses incurred by the employee during such travel time.

- 11.3.4 Employees traveling to Company schools, or a job location within the operating area of the Company, will travel on Company time for the initial trip to the school or job location, and the last trip from the school or job location. Transportation will be provided by the Company for the interim weekend(s) unless the employee has elected the reimbursement option provided in **Article 32.1.5**. Employees will travel on their own time and expenses.

ARTICLE 12

WAGE RATES AND WORKING CONDITIONS

12.1 Wage Rates

- 12.1.1 Wage rates, working conditions, and other conditions of employment shall be in accordance with the terms of this Agreement.
- 12.1.2 The basic hourly wage rate assigned to each employee shall be determined by the following:
- 12.1.2.1 Wage Group applicable.
 - 12.1.2.2 Work classification.
 - 12.1.2.3 The ability, application, and conduct of the employee.
 - 12.1.2.4 Period of accredited service at a given wage rate in the work classification currently applying.
- 12.1.3 For the purposes of wages and the application of wage groups, the assignment of a particular position title to an employee will be made in accordance with the type of work on which the

employee is engaged the majority of time. An employee may perform work not normally coming under the individual's title classification, but when an employee spends a majority of time on such work, consideration will be given to changing the individual's position title and rate to the proper classification.

- 12.2 New employees may be employed at a wage rate commensurate with their applicable training, experience, and qualifications as determined by the Company on a wage guide applying to the work classification in which the employee is engaged.
- 12.3 Wage Progression - The following subsections on Wage Adjustments and Wage Progression shall apply to Exhibit I:
 - 12.3.1 The wage progression guides set forth in the Exhibits indicate the intervals at which employees covered hereby will be considered for wage increases and the basic hourly rate of pay for each progression step, based on the period of accredited service at a given wage rate. Wage adjustments will be based on merit, and the progression increases shall apply to those employees whose attendance, punctuality, and conduct on the job, as well as the quality and quantity of work, are determined to be satisfactory.
 - 12.3.2 These guides indicate the intervals and the amounts of adjustment for consideration, and it is recognized that cases might arise where it would be advisable to grant increases at shorter intervals or in larger amounts than shown on the guides to those employees who are making exceptional progress or to grant increases at longer intervals or in lesser amounts than shown on the guides to those employees who are not making satisfactory progress.
 - 12.3.3 During the first twelve (12) months of service of an employee, a merit increase may be granted to recognize experience or unusual ability; after the completion of twelve (12) months of service, any

proposed increase above the normal progression schedule shall be the subject of notice to the Union and a conference may be requested between the Union and the Company representatives if written notice is given by the Union to the Company within fifteen (15) days.

12.3.4 When an increase is granted or withheld, the employee's supervisor shall notify the employee of such action, and in those cases where the increase is withheld, the employee and the Union shall be notified. Differences relating to the withholding of an increase shall be subject to discussion between the parties hereto in accordance with the provisions of Article 6 of the Agreement.

12.3.5 Those employees who do not make normal progress and who, in the opinion of the Company, are not able to do top work, will be considered on an individual basis and treated in a fair and reasonable manner with due regard to all circumstances of the case.

12.3.6 When a temporary employee is rehired within twelve (12) months, wage progression intervals shall be based on accumulated straight time hours worked.

12.4 Wage Treatment Upon Reclassification

12.4.1 Promotion – Continuous - Employees advanced from a lower wage classification to a higher wage classification will be treated as follows:

12.4.1.1 If the employee's rate on the new job would be the same as the rate on the employee's current job for an equivalent elapsed wage schedule time, no increase in the pay is involved. Subsequent progression increase will proceed from the date of the previous progression increase.

Employees reclassified to a higher wage schedule who formerly held a higher wage schedule position within twenty-four (24) months and who have the knowledge and ability to immediately perform the functions of the new position, will be compensated at the same progression interval as the formerly held position. Cases exceeding twenty-four (24) months may be waived at the Company's discretion.

- 12.4.1.2 Employees receiving a promotion will move to the next higher wage rate on the new schedule plus one (1) additional wage step on the new schedule. The employee's wage will then follow the new progression schedule with the date for the next wage treatment being six (6) months from the date of promotion.

If the employee has been at the top rate over six (6) months, an additional step on the new progression schedule will be granted.

- 12.4.2 Lower Job- Continuous - Employees changed from a higher wage classification to a lower wage classification shall have their rate of pay reduced to that of the lower classification at the same position on the applicable wage guide. In the event the employee is reclassified to a position which the employee formerly held, the employee's wage shall be no less than the same progression step in that schedule to which the employee had previously progressed.

- 12.4.3 Temporary Upgrade - Employees temporarily assigned to a job in a higher wage classification will be provided wage treatment as in subsection (a) above except for those employees who have held the classification permanently within the past twelve (12) months. Such employees will be granted the necessary wage treatment returning them to the appropriate step on the schedule to

which they are being assigned. It is understood that employees are expected to complete work assignments they are capable of performing which would normally be assigned to a different job classification.

When these assignments, excluding travel time, require the employee to work over one (1) hour in a day and are approved by supervision, the employee will be paid the applicable "temporary upgrade rate." The twelve (12) month restriction will not apply in cases where an employee is continually upgraded.

- 12.4.4 Temporary Assignment to a Lower Wage Classification - Employees temporarily assigned to work in a lower wage classification will not have their wage reduced.

12.5 New and Restructured Jobs.

Whenever the Company determines that it is appropriate to create a new job title in the bargaining unit or to restructure an existing job classification, it shall give written notification to the Union. The notice will identify the job classification and the initial wage rate or range. Following the notice, the Company may staff the new job classification. The Union will have the right, by giving written notice to the Vice President, Employee & Labor Relations within ten (10) calendar days from receipt of the Company notification, to request negotiations concerning the wage rate and restructured job duties established by the Company. If the Union does not timely request negotiations, the new job classification or restructured job classification will become permanent as will the Company's initial wage rate or range.

The Union may raise the subject in negotiations upon expiration of this Agreement provided, however, that during the term of this Agreement the wage rate or range established by the Company will be increased by any generally-applicable negotiated wage increases.

- 12.6 An employee may be temporarily assigned to work in another classification to meet the needs of the service, to

provide continuous employment, for training purposes, or to relieve other employees who are temporarily absent due to illness, injury, vacation, etc.

ARTICLE 13

OVERTIME AND OTHER COMPENSATION

- 13.1 Regular straight time will be paid employees for all hours worked within the limits of a normal day and within the limits of a normal workweek, except for hours worked on a Sunday or on the day a holiday is observed or its observed equivalent.
- 13.2 Overtime pay, one and one-half (1 1/2) times the basic hourly rate, will be paid employees for the following:
 - 13.2.1 Hours worked by regular full-time employees on a nonscheduled day. Overtime pay will not apply if such time is being worked in exchange for time off, with or without pay for the convenience of the employee.
 - 13.2.2 Hours worked in excess of eight (8) hours on any day.
 - 13.2.3 Hours worked in excess of forty (40) hours in any calendar week for which overtime has not been paid for on a day basis.
 - 13.2.4 Hours worked outside of the scheduled work if twenty (20) hours notice has not been given to the employee. The notice must be given twenty (20) hours prior to the start of the originally scheduled work or twenty (20) hours prior to the start of the new work schedule, whichever starting time occurs earlier. Overtime pay will not apply if such time is being worked in exchange for time off, with or without pay, for the convenience of the employee, or if the employee has been scheduled for less than an eight (8) hour tour.
 - 13.2.5 A full-time employee called to work by proper Company supervision, after having left the job at completion of the normal tour of duty and before the beginning of the next scheduled tour of duty

(at least fifteen (15) minutes must elapse after an employee has completed the normal tour of duty), will receive a minimum of two (2) hours of pay at one and one-half (1 1/2) times the basic rate of pay.

An employee will receive a minimum of two (2) hours of pay at one and one-half (1 1/2) times their basic hourly rate of pay if the call-out is service affecting which means an immediate requirement to establish, restore or maintain service integrity.

- 13.3 The Company will apportion overtime work equally, insofar as practical, among employees who are willing and able to perform the required overtime work, and who are qualified within the work group to perform such work and are willing and able to do so.
- 13.4 Employees will be required to work overtime as the necessities of the service demand. In the assignment of overtime, the wishes of the employee shall be respected insofar as practical. Additionally, it is understood, the demands of the business may require the employee to be available for callout.
- 13.5 Regular part-time employees working hours outside of the scheduled workweek, without twenty (20) hour notice, shall not have the remaining hours of a regular schedule reduced. It is understood that the Company will notify regular part-time employees on a prompt basis when a schedule change is required.
- 13.6 When the schedule is adjusted for the convenience of the employee, overtime or premiums which are a result of the change, shall not be paid. When the schedule is adjusted while the employee is attending a Company sponsored school, overtime or premiums which are a result of the schedule change, without twenty-four (24) hour notice to the employee, shall not be paid.
- 13.7 No absent paid time, except absent paid time for holidays, vacation, sickness, injury, and grievance meetings, shall be considered as hours worked in determining overtime computations.

13.8 When two (2) or more types of time and one-half (1 1/2) compensation are applicable to the same hours of work, one type of time and one-half (1 1/2) will be paid for hours actually worked and in no case shall the employee be paid more than once at a rate of one and one-half (1 1/2) times the basic hourly rate for the same hours of actual work.

13.9 Holidays and Sundays

13.9.1 Eligibility for holiday pay will be as stated in Article 20.

13.9.2 When the day a holiday or its observed equivalent occurs on an employee's regularly scheduled workday, the employee shall ordinarily be excused from work and will be allowed a regular day's pay therefor. Should such employee work on a holiday or its observed equivalent that day, the employee shall be paid a holiday allowance equal to their pay for a normal daily tour, plus a premium of one and one-half (1 1/2) times their basic hourly rate for all hours actually worked.

13.9.3 When the day a holiday or its observed equivalent occurs on a day when an employee is not regularly scheduled to work, the employee shall ordinarily be excused from a regularly scheduled tour during the same workweek. Should such employee work on a holiday or its observed equivalent, the employee shall be paid a holiday allowance equal to their pay for a normal daily tour, plus a premium of one and one-half (1 1/2) times their basic hourly rate for all hours actually worked.

13.9.4 During a week in which a holiday worked occurs the employee may be allowed to select another workday off, normally during the same week as holiday not worked. This requires prior approval of the employee's immediate supervisor and will be scheduled in accordance with the needs of the business. Employees selecting this option will be paid base pay for working the holiday.

- 13.9.5 Where an employee is otherwise eligible to receive an allowance of a regular day's pay for a holiday not worked, and is absent unexcused on either the last scheduled workday before the absent paid holiday or the first scheduled workday following the absent paid holiday, the employee will become ineligible to receive the holiday pay allowance.
- 13.9.6 When an employee works on Sunday, the employee shall receive straight time rate plus one-half (1/2) of straight time hourly rate for any time worked which does not exceed the normal daily tour. If the employee works beyond the limits of their normal daily tour, the employee will be paid at the normal overtime rate applicable to time worked beyond the regular basic workday.
- 13.9.7 Regular part-time and part-time employees, whether or not required to work on a holiday, will receive holiday allowance pay based on the number of hours worked in the preceding four (4) weeks. For employees working five (5) days or less, the pay will be computed as follows:

Straight time hours worked in the preceding four (4) weeks

$$\frac{\text{_____}}{160} \times 8 \text{ hour day}$$

160 base hours

For employees working more than five (5) days, the base hours will be adjusted accordingly.

$$\begin{aligned} 6 \text{ days} &= 192 \text{ base hours} \\ 7 \text{ days} &= 224 \text{ base hours} \end{aligned}$$

- 13.9.8 If a holiday occurs during a week in which a regular part-time and part-time employee would lose hours and pay because of a holiday, the employee will be offered the opportunity to work the difference of the lost hours during the same week in which the holiday occurs. The make-whole hours worked will be scheduled by management based on the requirements of the

business. If the make-whole hours are worked on the day observed as the holiday, the employee will be paid straight time only for the make-whole hours worked.

- 13.10 Wage Differentials - A one dollar (\$1.00) per hour differential will apply to hours worked by an employee during the time that the employee is designated by the supervisor to be in-charge of work operations. Differentials will not be paid for non-productive time. It is only paid for hours worked.

A one dollar (\$1.00) per hour differential will apply to hours worked by an employee during the time, one (1) day or more, that the employee is designated to temporarily replace a supervisor. Differentials will not be paid for non-productive time. It is only paid for hours worked.

A one dollar (\$1.00) per hour differential will apply to hours worked by an employee during the time that the employee is designated by the supervisor to be in-charge of network cable construction where four (4) or more employees are involved in a work operation. This differential is not paid in addition to the one dollar (\$1.00) per hour in-charge differential. Differentials will not be paid for non-productive time. It is only paid for hours worked.

- 13.11 Night Premiums - **\$1.00** per hour premium will apply to hours worked between 9:00 p.m. and 6:00 a.m. This premium is not applicable when overtime is paid for the same hours. R
- 13.12 Standby Compensation – In selected classifications and locations the Company may determine that business needs require one (1) or more employees to maintain “standby status” (but such practice shall not supersede normal call-out procedures). Standby duty will be rotated on a weekly basis by accredited service among those qualified volunteers in the selected classifications and locations. If sufficient volunteers are not available, the Company may assign employees to standby duty in the inverse order of accredited service. Standby status may be assigned within the employee’s normal location, work area, as well as any areas, and regardless of supervisory or reporting relationships.

Employees assigned to standby duty must be available and accessible during the term of assignment and, if the assignment conflicts with the employee's personal calendar, the employee will be offered the opportunity to trade days or weeks. Solicitation of the trade and prior notification to the supervisor will be the employee's responsibility.

Primary contact with the employee will be by telephone except where other technology (pagers, etc.) is available in which event it may be used at Company discretion. When assigned to standby duty, the employee will be granted permission, where practical, to take a Company vehicle home if not already participating in Home Dispatch. The employee shall exercise reasonable care for the safety and security of the vehicle and tools, and it is understood that neither **is** available for personal use. Compensation for standby assignments will be **twenty dollars (\$20.00)** for scheduled days, thirty dollars (\$30.00) for non-scheduled days and forty dollars (\$40.00) for holidays.

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13.13 Relief Periods - When consistent with force provisions to meet work requirements, a fifteen (15) minute relief period will be provided as near the midpoint as possible in each session of a tour of duty.

13.14 Bad Weather

13.14.1 During bad weather, employees will be required to be available for such work as may be necessary to maintain telephone service, or such other work as may be assigned. If an employee is excused, no time will be lost.

13.14.2 The supervisor in-charge shall determine whether or not the weather is such as to permit the employees to perform their work without undue hazard to their health and safety; however, the correctness of the supervisor's opinion regarding the weather is subject to the Grievance Procedure.

ARTICLE 14

DEFINITIONS

14.1 The following definitions shall apply, wherever used, either in the body of this Agreement or in any attachments hereto and made a part hereof, unless the context indicates otherwise:

14.1.1 A tour of duty is the time which an employee is on the job on any day.

14.1.2 A scheduled tour of duty is the time which an employee is expected to work on any day and of which the employee has been advised in advance.

14.1.3 A tour of duty may be scheduled over any of the twenty-four (24) hours in a day.

14.1.4 All tours of duty shall be considered as worked on the day that such tour begins.

14.1.5 A normal tour of duty shall be eight (8) hours.

14.1.6 A normal work week shall consist of forty (40) hours.

14.1.7 Night Tour - A scheduled tour, the hours of which fall partly or entirely between 9:00 p.m. to 6:00 a.m.

14.1.8 Regular Full-time Employees - A regular employee who is regularly scheduled to work a full normal work week.

14.1.9 Regular Part-time Employee - A regular employee who is normally scheduled to work **less than thirty (30) hours per week**, who desires and is available for full-time work, and who is eligible for advancement to full-time work. The minimum tour of duty for regular part-time employees shall be no less than two (2) hours.

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14.1.10 Part-time Employee - A part-time employee **who works less than thirty (30) hours per week**

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and who is not available for, nor desires full-time work and is eligible for advancement to the status of a regular part-time employee. The minimum tour of duty for part-time employees shall be no less than two (2) hours.

- 14.1.11 Temporary Employee - A full or part-time employee hired for a specific project or for a limited period of time, normally not to exceed six (6) months, absent mutual agreement. A temporary employee may be disciplined or terminated in the Company's sole discretion without cause and without access to Articles 6 and 8. Temporary employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, sick leaves, etc., which accrue to regular employees.
- 14.1.12 Occasional Employee - An employee engaged for a short period of time, normally to relieve some temporary force shortages, and are employees of the Company only on the day which the employee actually works. An occasional employee may be disciplined or terminated in the Company's sole discretion without cause and without access to Articles 6 or 8. Occasional employees do not accumulate accredited service, and are not entitled to benefits such as pensions, vacations, holidays, sick leaves, etc., which accrue to regular employees.
- 14.1.13 Accredited Service - The term accredited service shall mean the aggregate of the years, months and days of active employment with CenturyTel or any of its predecessors, its associated companies or companies affiliated with CenturyTel which will be recognized by the Company with respect to each employee. Accredited service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in

accordance with published statements of CenturyTel policy. Active employment will be computed in terms of whole workdays. For employees of GTE/Verizon Corporation who were active employees working in the exchanges purchased by CenturyTel on October 1, 2000, and became active employees of CenturyTel on that date, it also includes the accredited service recognized by GTE/Verizon as of October 1, 2000. Accredited service ceases to exist on any separation from employment, regardless of the reason or cause, subject to possible Bridging of Service.

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

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

- 14.1.15 **Union Seniority – Bargaining unit seniority of an employee shall be computed from the date such employee enters the Bargaining Unit, whether such entry is by hire, from a job within the Company not covered by this Agreement or from employment with another company of the CenturyLink Corporation. Bargaining unit seniority entitles employees to such benefits as are based on choice by seniority, such as but not limited to, selection of tours and selection of vacation period.**

If an employee was a former member of CWA Local 4671 and was involuntarily laid off

under Article 29 – Force Adjustment, on the employee’s one year anniversary date of rehire, an adjusted Union seniority date will be calculated by the Union and will be provided to the Company. This date will become the employee’s Union seniority date.

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

- 14.1.16 Exchange - The territory included within the exchange area boundary as filed with the Wisconsin Public Service Commission.
- 14.1.17 Job Location - Any geographic location where the employee is assigned to work.
- 14.1.18 Report Center - A physical location within an exchange where employees normally report to work.
- 14.1.19 Probationary Period – The length and time in which a person employed by the Company with intent of assignment as a regular employee who has not worked or received compensation for at least two thousand eighty (2,080) straight-time hours and one (1) year of uninterrupted service, whichever is longer, and may be disciplined or terminated in the Company’s sole discretion without cause.

- 14.1.20 Regular Employee – An employee who has successfully completed the probationary period.
- 14.1.21 Termination Date – The official date of termination for all purposes, regardless of the reason or causes of the separation from employment, shall be the last day actually worked.

ARTICLE 15 UNION SECURITY

- 15.1 Under federal labor laws and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union. In consideration thereof, Agency Shop provisions will prevail during the term of this Agreement.
- 15.2 Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept, to decline, or withdraw from membership in the Union. Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership, but may not thereby be relieved of Agency Shop requirements herein.
- 15.3 Subject to conditions set forth within this Article, all employees, except occasional, within thirty (30) calendar days of employment, shall as a condition of employment either (1) apply for membership in the Union and, if accepted, maintain membership in good standing thereafter during the term of this Agreement, or (2) alternately arrange to pay to the Union a service fee equal in amount to the membership dues uniformly required for all members of the same class.
- 15.4 For the purposes of this Article, the following definitions will apply:
- 15.4.1 In Good Standing - means that the employee pays, or tenders payment of, initiation fees and periodic dues in the amount and frequency regularly required by the Union as a condition of acquiring and retaining membership.

- 15.4.2 Service Fee Employee - means a covered employee who elects not to become a member of the Union or who withdraws membership from the Union and is required in lieu of membership to pay the representation fee to the Union.
- 15.4.3 Proper Notice - means the employee will notify both the Company and the Union by mail and the Company will rely solely upon its own copy of the notice.
- 15.5 These Agency Shop provisions apply to all newly hired covered employees whose date of engagement is on or after April 8, 1973.
- 15.6 Any covered employee who is a member of the Union on March 31, 1973, is subject to the Agency Shop requirements herein.
- 15.7 Any covered employee who is not a member of the Union on the date specified in Section 15.5 above, is excused from the Agency Shop requirements, however, such employee may elect to join the Union, or to become a Service Fee Employee at any later time at the employee's option.
- 15.8 Service Fee Employees are in no manner members of the Union and possess no membership rights, privileges, or responsibilities that accrue to members of the Union.
- 15.9 No Service Fee Employee shall be required to pay the representation fee during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
- 15.10 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership in the Union. Any covered employee who is refused membership, or whose membership is involuntarily terminated by action of the Union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge from employment, but rather shall take on the status of a Service Fee Employee.

- 15.11 The Union agrees the Company assumes no liability in the administration of this Article, and Union further agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment) arising out of or in connection with the Company's honoring of dues and fees deductions and authorizations in accordance with this Article 15, and the transmission of such deductions of dues and fees to the Union.

ARTICLE 16

PAYROLL DEDUCTION OF DUES

- 16.1 The Company will make payroll deductions for Union dues and initiation fees for those employees who authorize such payroll deductions by properly executing the authorization form hereinafter set forth.

COMMUNICATION WORKERS OF AMERICA PAYROLL DEDUCTION AUTHORIZATION UNION DUES/SERVICE FEES

LAST NAME _____
FIRST NAME _____
DATE _____
SSN _____
LOCAL # _____
JOB TITLE _____
BUS. UNIT _____
STATE _____

I hereby authorize and direct the CenturyTel of Central Wisconsin, LLC/Telephone USA of Wisconsin, LLC (hereinafter called "Company") to deduct from my pay each month, beginning with the first pay period in the month of _____, of the year _____, or a pay period thereafter in the same month, regular monthly Union dues/service fees in the amount certified to the Company by the Secretary-Treasurer of Communications Workers of America (hereinafter called "Union") and initiation fee in the amount of \$_____ and pay the same for me and on my

behalf to the Secretary-Treasurer of said Union. This authorization is given pursuant to the Agreement between the Company and the Union covering such payroll deductions. Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

It is understood that this authorization is subject to the following conditions:

1. This deduction will be made as authorized herein until the employee resigns from the Company, the Company is notified by CWA that the employee is no longer a member of the Union, the employee is transferred to a position not included in the then current Collective Bargaining Agreement between the Company and the Union, or this payroll deduction of dues plan is cancelled or modified.
2. Deduction authorizations and cancellation notices must be in the hands of the Human Resource Manager of the Company at least two (2) weeks prior to the close of the payroll period in which they are to become effective.
3. No deduction will be made if the amount due for a payroll period in which deductions are scheduled is less than the total of all deductions required. In such instances, the deduction will be made in the following payroll period provided, however, that if the amount of earnings is still insufficient to allow for full deduction of dues then no further responsibility rests with the Company with respect to the collection of such dues.
4. It is understood that the Company assumes no responsibility in connection with the above deductions except that of forwarding the amounts deducted for me in my behalf to the Secretary-Treasurer of Communications Workers of America.
5. This authorization cancels all prior ones given by me for payroll deduction for Union dues.

Employee Signature _____

___Union Dues

___Service Fees

Date _____

16.2 The Union agrees that the Company assumes no responsibility in connection with deduction of dues except that of forwarding monies deducted as set forth under Section 16.1 of this Article, and Union further agrees to indemnify and hold harmless Company, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment) arising out of or in connection with the Company's honoring of dues and fees deductions and authorizations in accordance with this Article 16, and the transmission of such deductions of dues and fees to the Union.

16.3 The Company's obligations under this Section 16.1, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the expiration or termination of this Agreement (or the expiration or termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation.

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ARTICLE 17 BULLETIN BOARDS

17.1 The Company agrees to permit the installation of bulletin boards by, and for the exclusive use of, the Union in locations mutually agreed upon and subject to the provisions of Sections 3 and 4 below.

17.2 Bulletin boards will ordinarily be provided by the Union in accordance with Company specifications, but may be purchased from the Company by the Union where circumstances warrant.

17.3 The Union agrees that material posted on the bulletin board shall be limited to: (1) notice of Union recreational

and social affairs; (2) notice of elections; (3) notices of Union appointments and results of Union elections; and (4) notices of union meetings and activities.

- 17.4 The Union agrees that under no circumstances shall notices, announcements, or other material posted contain anything of a political or derogatory nature which would reflect in any manner upon the Company, employees, or the communications business.

ARTICLE 18

GROUP HEALTH PLANS

18.1 HEALTHCARE BENEFITS PLAN

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

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

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

of the insurers, carriers, agents and/or plan or claims administrators shall also be in the Company's exclusive control and sole discretion.

The Company reserves the right to unilaterally amend, change or terminate any one or more or any combination of these plans or flexible spending accounts or any of their features (including, but not limited to, deductibles, co-payments, maximum out-of-pocket expenses, etc.), or the premiums charged to employees (annually or as otherwise deemed necessary) for any plan(s). However, the Company may do so only so long as the amendments, changes and/or terminations apply equally to all eligible employees, both bargaining unit and non-bargaining unit employees, of the Company.

The Company will provide the Union with sixty (60) days advance notice of any changes to the various plans. At the request of the Union, the parties will meet to discuss but not negotiate such changes.

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

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

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18.2 VOLUNTARY BENEFITS PROGRAM

Effective February 3, 2014 and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program.

It is understood that employees will be responsible for the entire cost for each component of the Voluntary Benefits program. At its sole discretion, the Company

may permit employees to have the required costs withheld through payroll deduction.

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

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ARTICLE 19 PENSIONS

19.1 The retirement plans by reference are hereby made a part of this agreement.

19.2 The Company will provide the CenturyLink Union 401(k) Plan (formerly known as the CenturyTel, Inc. Union 401(k) Plan and Trust) for all eligible employees and a separate defined benefit plan, currently known as the CenturyLink Retirement Plan (the "Retirement Plan") (formerly known as the "CenturyTel, Inc. Pension Plan for Bargaining Unit Employees" or the "CenturyTel Retirement Plan") for all Eligible Employees. Except as provided in Section 19.2(b) below, for employees entering the bargaining unit on or after February 3, 2007 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 February 3, 2007, the benefits shall remain the same except as set forth in section 19.2(a):

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(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 shall be 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 4671.

- (i) Any Employee who is first hired by the Company into Local 4671 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 by the Company into Local 4671 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 by Local 4671 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. 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 (i.e. Normal, Early, Deferred Vested, Disability) and not for accruing an additional benefit.

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- (iii) Any Legacy CenturyLink Employee who is transferred to Local 4671 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 transferred to Local 4671 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 transferred. 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 is transferred to or rehired into Local 4671 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Participant in 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 transfers to another union that allows benefit accruals under the Retirement Plan, service earned with [list Local] prior to the subsequent transfer 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.

- 19.3 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.
- 19.4 The Company shall have the sole right and discretion to make changes in any Company IRS qualified defined contribution and defined benefit plans which it deems necessary to comply with legal requirements and/or to maintain the qualification of the plan(s). 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 Pension 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 Plans are 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 plans, or to administer plans in an orderly and efficient manner. Nothing within this Agreement shall constitute an amendment to either retirement plan, each of which is subject to its plan 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 plan documents, the terms of the plan documents shall govern. Administration of the plans and, as described in Section 19.5 below benefit disputes are not subject to the grievance or arbitration procedure set forth in this Agreement.

19.5. 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 4671, effective as of the date specified in the Retirement Plan. Participants represented by Local 4671 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.

ARTICLE 20 HOLIDAYS

The following days will be observed as holidays:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas
Christmas Day	Three (3) Personal Days
	Effective 4/1/17 – Five (5)
	Personal Days

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When an authorized holiday falls on Sunday, it shall be observed on the following Monday. When an authorized holiday falls on Saturday, it shall be observed on the preceding Friday, except for employees who are scheduled Saturday, and in these cases, it will be observed on the scheduled Saturday holiday. In a week that Friday and Saturday are both observed holidays, Friday will be observed on Thursday and Saturday will be observed on Friday.

* Personal Days – Personal Days are subject to the following restrictions and requirements. Personal Days may be preselected by accredited service at the time the vacation schedule is selected and after all employees in the vacation group have completed vacation selection. Personal Days will be selected subject to the provisions of Article 21. Personal Days should be requested with a minimum of forty-eight (48) hours notice and are subject to mutual agreement. For bona fide business reasons, the Company shall have the right to cancel previously-approved Personal Days. Two (2) Personal Days may be used in four (4) hour increments. Personal Days may be granted in lieu of a waiting day for Sickness Disability Benefits.

A newly-hired employee's initial eligibility for Personal Days will be determined as follows for the calendar year in which they are hired:

Hired during first quarter	-3 days
Hired during second quarter	-2 days
Hired during third quarter	-1 day
Hired during fourth quarter	-0 days

Effective 4/1/17:

Hired during first quarter	-5 days
Hired during second quarter	-4 days
Hired during third quarter	-3 day
Hired during fourth quarter	-0 days

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Temporary and Occasional Employees - Temporary and occasional employees are not eligible for either holiday allowance or holiday premium.

**ARTICLE 21
VACATIONS**

21.1 Vacation will be granted employees covered hereunder in accordance with the following schedule:

21.1.1 Employees who have completed twelve (12) months of accredited service in the employ of the Company will be granted two (2) weeks' vacation with pay at the basic rate of pay therefor.

21.1.2 Employees who have completed five (5) years of accredited service in the employ of the Company will be granted three (3) weeks' vacation with pay at the basic rate of pay therefor. Employees will be permitted to take this third week of three (3) weeks' vacation prior to the completion of five (5) years accredited service provided that this third week of vacation is taken in the same calendar year in which the employee will complete five (5) years of accredited service. Employees receiving this week of vacation allowance who terminate prior to the actual date of completion of five (5) years shall reimburse the Company of said vacation allowance at the time of termination.

21.1.3 Employees who have completed fifteen (15) years of accredited service in the employ of the Company, will be granted four (4) weeks' vacation pay at the basic rate of pay therefor. Employees will be permitted to take this fourth week of four (4) weeks' vacation prior to the

completion of fifteen (15) years accredited service provided that this fourth week of vacation is taken in the same calendar year in which the employee will complete fifteen (15) years of accredited service. Employees receiving this fourth week of vacation allowance who terminate prior to the actual date of the completion of fifteen (15) years accredited service, shall reimburse the Company for said vacation allowance at the time of termination.

- 21.1.4 Employees who have completed twenty-five (25) years of accredited service in the employ of the Company, will be granted five (5) weeks' vacation pay at the basic rate of pay therefor. Employees will be permitted to take this fifth week of five (5) weeks' vacation prior to the completion of twenty-five (25) years accredited service provided that this fifth week of vacation is taken in the same calendar year in which the employee will complete twenty-five (25) years of accredited service. Employees receiving this fifth week of vacation allowance who terminate prior to the actual date of the completion of twenty-five (25) years accredited service, shall reimburse the Company for said vacation allowance at the time of termination.

Effective 1/1/15, the following vacation schedule shall apply:

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Length of Service	Amount of Vacation
1 year but less than 5 years	80 hours
5 years but less than 10 years	120 hours
10 years but less than 15 years	140 hours
15 years but less than 20 years	160 hours
20 years but less than 25 years	180 hours
25 years or more	200 hours

- 21.1.5 An employee who is hired or transferred into this bargaining unit from any other **Company** facility or entity will receive vacation time as established under this Article 21, but when appropriate the vacation amounts established herein shall be reduced (prorated) to reflect vacation time (or its equivalent) previously credited for any part of

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the same period of time (anniversary or calendar year).

- 21.1.6 Employees who have completed two (2) years or more of accredited service since their employment with the Company shall be deemed, for the purpose of computing vacation allowance, to have been employed on January 1 of the year in which the credited service began.
- 21.1.7 Vacations must be taken within the calendar year in which the right thereto has accrued. (This does not apply to vacation carryover.)
- 21.1.8 Scheduling of vacation shall take into account business needs and service requirements and then the preferences of employees. For bona fide reasons, the Company shall also have the right to cancel previously-approved vacation. Consistent with the administrative needs of the business as determined by the Company, accredited service by job classification in each exchange will prevail in the selection of vacations or vacation carryover.
- 21.1.9 For employees on a paid vacation schedule, the calendar year shall be divided into two (2) parts for purposes of vacation selection. Part I will be the first full week of May through the last full week of October. Part II will be the balance of the calendar year. An employee will be entitled to the following options:
- Select one (1) or two (2) weeks in Part I and the balance of the vacation in Part II, or
 - Select all of the vacation in Part II, or
 - Select two (2) weeks' vacation in Part I and select the balance of the vacation in any part of the schedule after all employees in the vacation group have exercised their choice.

An employee entitled to two (2) weeks' vacation may select from any week available.

- 21.1.10 Day-at-a-time and half day Vacation - All employees will be eligible to elect two (2) weeks of day-at-a-time vacation or one (1) week of this two (2) week selection may be used as half day vacation.

The Company reserves the right to determine the schedule of day-at-a-time vacation subject to the administrative needs of the business. Such days may be selected only after all employees in the vacation group have exercised their initial choice.

Day-at-a-time vacation may not be reserved during the months of June, July and August. However, such day(s) may be granted (not reserved) at the discretion of the Company. Day-at-a-time vacation should be requested with a minimum of forty-eight (48) hours notice and is subject to mutual agreement.

Employees selecting day-at-a-time vacation must have such day(s) scheduled by October 15.

The Company reserves the right to determine the schedule of half day vacation subject to the administrative needs of the business. Half day vacation should be requested with a minimum of forty-eight (48) hours notice and approved by the supervisor.

- 21.1.11 Regular part-time and part-time employees shall accumulate vacation eligibility on the basis of continuous service. Pay for vacation will be granted in proportion to the amount of time they have worked per week during the previous calendar year. For part-time employees who will complete one (1) year of continuous service during the current calendar year, pay will be in proportion to the amount of time they have worked per week during the immediate twelve

(12) months prior to the date on which the right to their vacation has accrued.

- 21.1.12 Employees who resign or who are separated from the Company will be given the vacation to which they are entitled at the time of service termination.
- 21.1.13 An additional day's vacation with pay shall be given to the employee whenever an observed holiday, as defined herein for each employee, occurs during the employee's vacation.
- 21.1.14 An employee's vacation period will not be changed because of illness, accident, or death in the immediate family, or for any other eligible paid absent time which occurs after a vacation has begun.
- 21.1.15 Regular part-time and part-time employees who are reclassified to regular full-time employees shall be entitled to vacation benefits based upon their new accredited service date.
- 21.1.16 **Vacation Carryover - Up to forty (40) hours of unused vacation hours may be carried over from one calendar year to the next. Carryover hours will be scheduled after the regular vacation schedule for the following year. Carryover hours must be used by the following December 31st or the time will be forfeited.**
- 21.1.17 Vacation Banking - Employees eligible for four (4) weeks of vacation may bank up to one (1) vacation week for each vacation year; employees eligible for five (5) weeks of vacation may bank up to two (2) vacation weeks for each vacation year. Such banked vacation shall be subject to supervisory approval. Banked vacation may be accumulated to a maximum of 240 hours. Future scheduling of such accumulated banked vacation time is subject to advance written application and approval.

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ARTICLE 22

DISABILITY BENEFIT PLAN

22.1 Sickness Benefits

- 22.1.1 Full-time employees shall be allowed disability payments at basic rates for scheduled work days absent from duty when incapacitated by illness or physical injury in accordance with the following schedule:

Accredited Service	Number of Days or Weeks Allowed	Payment Starts On
Less than 1 year	No payment	
1 year but less than 5 years	4 weeks full pay 9 weeks half pay	Fourth consecutive scheduled day absent
5 years, but less than 10 years	13 weeks full pay 13 weeks half pay	Second consecutive scheduled day absent
10 years, but less than 20 years	13 weeks full pay 39 weeks half pay	Second consecutive scheduled day absent
20 years and over	13 weeks full pay 39 weeks half pay	First scheduled day absent

The waiting period will be waived if the employee has not been absent for illness or injury in the preceding six (6) months or if the employee is hospitalized or has a surgical procedure performed in an outpatient surgical facility or hospital. The waiting period will be waived in those instances where an employee is suffering catastrophic illness/injury.

- 22.1.2 Absence must be authorized by an appropriate management representative and prior to authorization of absences exceeding five (5) consecutive scheduled work days, the Company shall require the employee to furnish a medical physician's certificate to support the illness or injury. Illness or physical injuries in excess of five (5) consecutive scheduled work days not substantiated by a medical physician's certificate will be ineligible for disability plan payments.
- 22.1.3 Successive periods of Sickness Disability shall be counted together as one (1) period in

computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not a part of any disability which preceded such period of thirteen (13) weeks.

- 22.1.4 Employees shall not be entitled to receive Sickness Disability Benefits for time for which any other payments are paid them by the Company.
- 22.1.5 An employee who is qualified for Sickness Disability Benefits, and whose condition permits reporting for work on a partial basis, shall be paid wages for hours worked and Sickness Disability Benefits for the balance of the scheduled tour.
- 22.1.6 Regular part-time and part-time employees will be granted sickness benefits in accordance with the schedule except eligibility will be on a continuous service basis. Pay for weeks allowed will be granted in proportion to the amount of time worked per week during the previous calendar year. Pay for days will be made based on formally scheduled hours in the day and will not exceed total hours available for the week.
- 22.1.7 Regular part-time and part-time employees who are reclassified to regular full-time shall be entitled to Sickness Disability Benefits based upon their new accredited service date.
- 22.1.8 Employees may substitute vacation and/or Personal Days for the waiting period as described in Section 22.1.1.
- 22.1.9 If a scheduled holiday falls during a period of paid sickness disability, the holiday allowance should be paid in lieu of sickness disability. Any

Personal Days not taken by year-end would also be paid in lieu of sickness disability.

- 22.2 Visit to Company Doctor - When the Company requires a visit to a Company doctor an employee may be excused from regular duty without loss of time.
- 22.3 On-the-Job Injury – Full-time, regular part-time and part-time employees will be allowed disability benefit pay when incapacitated by physical injury determined to be compensable. Such payment will be in an amount equal to the difference between Workers' Compensation and the employee's daily wage at the basic hourly wage rate. The daily wage will be determined in proportion to the amount of time worked during the previous calendar year. Such payment will be made from the first day without any waiting period at the rate of 82% of the employee's daily wage for 260 working days.
- 22.4 Recovery of Wages - In the event an employee receives a recovery for lost wages from a third party, the Company shall have a lien on the proceeds of any recovery from the third party, after the deductions of reasonable and necessary expenditures, including attorney's fees, to the extent of the total amount of the disability benefits paid by this Plan.
- 22.5 Pregnancy – Full-time employees will be allowed disability payments at the basic rates for scheduled work days absent when disabled by reason of pregnancy. The payments will be made in accordance with the "Disability Benefit Plan," Article 22, Section 22.1.1.

Regular part-time and part-time employees will be allowed disability payments when disabled by reason of pregnancy in accordance with Article 22, Section 22.1.6

Effective 4/1/2017:

SHORT TERM DISABILITY

- 22.1 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**

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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.

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

- 22.2** 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.
- 22.3** 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.

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

- a) The STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee’s service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee’s service anniversary date.
- b) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.

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

- c) **STD benefits under the Plan cease on the earlier of when a) the employee is released by their provider, and supported by the Plan, to return to work, b) the employee fails to comply with the Plan's STD administrative requirements, or c) the Plan's benefits as described in this Article have been exhausted.**

22.5 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 23
WORKER'S COMPENSATION**

- 23.1** The Company will provide all Worker's Compensation benefits required by statute to an employee who sustains an on-the-job injury.
- 23.2** The Company will provide an employee a salary continuation benefit (called Supplemental Accident Pay or SAP) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment. The salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the first day of approved absence. If the disability extends beyond 1040 hours, the employee may be eligible for Long Term Disability (LTD) benefits under the Plan. If approved as eligible for LTD under the Plan, the employees' Worker's Compensation benefit will be deducted from the employee's LTD benefit as an approved offset.
- 23.3** An employee is never entitled to more than 85% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both SAP salary continuation and Worker's Compensation benefit payments in excess of 85% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.
- 23.4** SAP payments of salary continuation benefits will be in accordance with the CenturyLink Disability Plan (the "Plan") and shall cease upon the earlier of a) an employee's retirement, b) discharge for just cause, or c) when employment would otherwise terminate because of reduction in force.

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ARTICLE 24

ABSENCE FOR PERSONAL REASONS

24.1 Jury and Witness Duty - An employee who is absent because of jury duty summons or subpoena for service as a witness, will be paid for their absence in the amount by which the regular rate of pay exceeds the civil pay allowed for such duty. As a condition of payment, an employee who is excused from court duty either as a juror or witness, shall be required to report to their supervisor who in turn shall assign the employee for work such as may be considered reasonable under the circumstances. No reimbursement is applicable if the employee is a plaintiff in the legal action, or a defendant in a legal action not arising out of employment.

24.2 Death in Immediate Family

24.2.1 Regular and part-time employees shall be granted excused time off with pay based on the circumstances in each case for reasons of making arrangements for, or attending a funeral, or because of compelling legal matters directly related to a member of the immediate family (spouse, child, step child, legal guardian, parents, step parents, parents-in-law, brother, sister, brother-in-law or sister-in-law, grandparents, grandchildren, or any other relative or person who is actually living in the employee's home).

Excused time under **Section 24.2.1** shall be compensated at the basic hourly rate for the formally scheduled work hours lost but shall not exceed three (3) days basic pay and shall be applicable only through a period starting with the day of death and ending with the day after the funeral/interment. The employee shall select the day or days they desire to be absent within this funeral period.

24.3 Employees Holding Elected or Government Offices - The Company will continue a policy providing for reasonable time off for employees holding public elected or government offices.

- 24.4 Compelling Personal Reasons –In granting time off for compelling personal reasons, the Company will use its best efforts to see that discrimination between employees is avoided. Such time off will be without pay. Personal Leaves are limited to a maximum of ninety (90) calendar days in any twenty-four (24) month period.
- 24.5 Medical Leave - A leave granted to an employee who is unable to perform one (1) or more of the essential job duties of the position because of illness, injury or other medical conditions (including pregnancy and childbirth). Except as otherwise required by law, medical leaves (including time which qualifies as family and medical leave under **Section 24.6** below) are limited to a cumulative total of six (6) months in any twelve- (12-) month period.
- 24.6 Family and Medical Leave – A leave granted to an eligible employee for a qualifying reason under the federal Family and Medical Leave Act and/or applicable state FMLA law. Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that law, any applicable state FMLA laws, and any additional benefit provided under this Agreement. Any changes in the Company's existing FMLA policies and rules shall be subject to Section 3.4.2 of this Agreement.
- 24.7 Leave of Absence for Union Business – Leave of absence for Union business shall be as provided in Article 9.
- 24.8 Reinstatement and other provisions
- 24.8.1 Leaves granted for less than the maximum period allowed may be extended upon advance application and Company approval where merited.
- 24.8.2 Except for military leave or as otherwise prohibited by applicable law, an employee must use any otherwise available earned but unused vacation, sick pay and/or Personal Holiday time while on leave.
- 24.8.3 Reemployment rights on leaves not governed by applicable law will normally be to the previous

job or, if not available at the time, to an equivalent job (and wage rate).

- 24.8.4 Reemployment rights on leaves governed by applicable law, such as military leave and FMLA, shall be as provided by law.
- 24.8.5 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, 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 medical leave or additional medical leave; applies for or is receiving sick pay or long-term disability benefits financed by the Company; and “fitness for duty” examinations.

ARTICLE 25 MILITARY TRAINING AND LEAVES

25.1 Military Training

- 25.1.1 Employees in the Armed Forces Organized Reserves and the National Guard may normally arrange for an absence for active duty training, emergency service, or for authorized special training courses.
- 25.1.2 When a regular employee with one (1) year or more of accredited service receives military training during an earned vacation period, the employee is entitled to receive both vacation pay from the Company and pay from the Government.
- 25.1.3 When a regular employee with one (1) year or more of accredited service receives military training at a time other than an earned vacation period, the employee will receive the full amount of pay from the government and, if such pay is less than the wages or salary the employee

would have received for normal straight time worked, the Company will make up the difference not to exceed ten (10) or eleven (11) such work days during a calendar year, depending, respectively, on whether the regulations for the particular branch of service provide for a two (2) week or a fifteen (15) day period. Government pay as used herein will be understood to include base pay, pay for length of military service, and pay for special qualifications for duty.

25.1.4 Employees will have the option of electing whether or not to combine their earned vacation period with the military training.

25.1.5 Scheduling of time off for military purposes should be arranged as far in advance as possible, and is subject to the administrative requirements of the business to the extent that leeway exists. Employees will be responsible for submission of substantiating documents such as a copy of the military order, proof of Government pay, and amounts.

25.2 Military Leaves

25.2.1 Military leaves of absence shall be granted to all regular employees entering active duty in the Armed Forces of the United States in accordance with applicable law, and shall be for such periods as are authorized by applicable law or Presidential order or proclamation.

25.3 An employee granted a military leave of absence who has one (1) year or more service on the date of start of military leave, will be treated as follows:

25.3.1 Group Life Insurance in effect, if any, will be continued by the Company for three (3) months at its expense.

25.3.2 A military allowance will be paid in cash in an amount equal to the difference between the employee's Company pay for three (3) months

and the employee's military pay for three (3) months (providing military pay is the lower of the two), less any deduction which may be authorized by the employee or may be required by law. For this purpose, Company pay shall be:

25.3.2.1 The monthly salary for persons whose rate of pay is so expressed; or

25.3.2.2 The equivalent of the normal wage for an average month of four and one-third (4 1/3) weeks for persons whose rate of pay is expressed in the form of an hourly, daily, or weekly wage.

Military pay shall be in accordance with the pay tables in effect for that branch of the Armed Forces in which the person performs military service on the date and when the employee enters such service for grade or rank, and will include base pay, pay for length of military service and pay for special qualifications for duty, but will exclude rental, clothing subsistence, and similar allowances.

25.3.3 A lump sum in lieu of any unused vacation to which the employee may be entitled on the date when military leave begins shall be paid at the time any military allowance is paid.

25.4 Where an employee has less than one (1) year of service on the date of start of military leave, the employee will be treated as follows:

25.4.1 Group Life Insurance in effect, if any, will be continued by the Company at its expense for one (1) month.

25.4.2 A military allowance as outlined above will be paid to cover a period of one (1) month.

- 25.5 Military leave service will be counted as service with the Company for purposes of the Plan for Employees' Pensions, eligibility for vacation, sickness benefits, seniority for all purposes, and position on wage progression schedules.
- 25.6 Employees who are granted military leaves of absence under this Agreement and who, upon their return from military service, have re-employment rights under the law and apply for re-employment with the Company within the time prescribed, will be re-employed in accordance with the provisions of the law then in effect.

Employees granted leaves of absence to enter the Armed Forces who do not have re-employment rights under the law because of the length of their initial enlistment, but who otherwise satisfy, following termination of their initial enlistment period, the provisions and conditions of the law then in effect with respect to re-employment, shall be re-employed under the same terms and conditions of employment as those above, provided, in the judgment of the Company, there are jobs available for those employees.

ARTICLE 26

TERMINATION ALLOWANCE

- 26.1 Regular full-time and regular part-time employees who are laid off by the Company shall receive payment at basic wage rates in accordance with the following schedule and subject to the conditions herein stated:

26.1.1 Number of Weeks

Accredited Service	Termination Allowance
Less than 1 year	None
1 year but less than 2 years	1 week
2 years but less than 3 years	2 weeks
3 years but less than 4 years	3 weeks
4 years but less than 5 years	4 weeks
5 years but less than 6 years	5 weeks
6 years but less than 7 years	6 weeks
7 years but less than 8 years	7 weeks
8 years but less than 9 years	8 weeks

9 years but less than 10 years	9 weeks
10 years but less than 11 years	10 weeks
11 years but less than 12 years	11 weeks
12 years but less than 13 years	12 weeks
13 years but less than 14 years	13 weeks
14 years but less than 15 years	14 weeks
15 years but less than 16 years	15 weeks
16 years but less than 17 years	16 weeks
17 years but less than 18 years	17 weeks
18 years but less than 19 years	18 weeks
19 years but less than 20 years	19 weeks
20 years but less than 21 years	20 weeks
21 years but less than 22 years	21 weeks
22 years but less than 23 years	22 weeks
23 years but less than 24 years	23 weeks
24 years but less than 25 years	24 weeks
25 years and over	25 weeks

26.1.2 An employee will not be eligible for the above payments if:

26.1.2.1 Offered and accepts employment in another exchange or department of the Company.

26.1.2.2 Offered a bargaining unit job in the same or higher wage schedule for which the employee is qualified in the same exchange location or within thirty-five (35) miles.

26.1.2.3 The termination is the result of any sale or other disposition by the Company of the exchange at which the employee is working or at which the employee is assigned to work out of, when the employee concerned is continued in the employment of the new management of the exchange.

26.2 Termination allowance will be paid **in a lump sum payment.**

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26.3 If an employee who has been paid termination allowance or is subsequently re-employed and again laid off,

termination allowance in the instance of the second layoff, or any subsequent layoff, will be the difference between payment for which the employee is presently eligible and the amount which the employee may have received due to any previous layoffs.

- 26.4 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 26 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.

ARTICLE 27 SENIORITY AND PROMOTIONS/TRANSFERS

27.1 Seniority

27.1.1 The application of the seniority provisions as hereinafter set forth, including the phrase "as determined by the Company" shall be subject to the provisions of Article 6 and Article 8.

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

- a) Probationary and temporary employees;**
- b) Employees who within the previous six (6) months have been returned to their former**

job because of failure to qualify on a job in the same classification as the vacancy involved;

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- c) Employees who have not been in their present position for at least one year. With supervisory approval, employees with less than one year's service in their present position may submit a job bid.**

- 27.1.3 Regular part-time and part-time employees shall be allowed accredited service for seniority in proportion to the basic hours worked.

27.2 Loss of Seniority

- 27.2.1 Except as otherwise required by law, seniority and employment will be lost by any of the following:

- 27.2.1.1 Any resignation from employment;
- 27.2.1.2 Any termination of a probationary, occasional or temporary employee, or any termination (subject to arbitration) of a regular employee for just cause;
- 27.2.1.3 Absence from work for more than the maximum period established in this Agreement for a leave of absence or layoff;
- 27.2.1.4 Failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received Human Resources' written approval for an adjusted return date; or
- 27.2.1.5 Failure to comply with **Section 29**.

27.3 Promotions/Transfers

- 27.3.1 **Job postings will be available on-line on the Company's internal website. Such notice shall**

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include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for bid.

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

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

If the employee is not selected, the Company will meet and discuss with the employee the necessary skill sets and qualifications that are required and any additional below standards performance issues that need to be addressed. The Company will discuss and suggest avenues by which the employee can pursue in an effort for the employee to fill future job openings.

27.3.3 Qualified employees promoted or transferred will be expected to perform the new job after a familiarization period of not to exceed sixty (60) working days for job classifications in Wage Groups 4-5 and one hundred twenty (120) working days for Wage Groups 1-3.

27.3.4 Any employee who twice within the past twelve (12) months has rejected a job offer will not again be considered for the same job for a minimum of twelve (12) months.

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ARTICLE 28 FORCE REALIGNMENT

28.1 When the Company determines that a force realignment is necessary, which will result in a relocation of jobs within existing staffing levels, preference will be given in order of seniority to employees performing work functions affected, at the report center affected, who have the ability and qualifications necessary to do the job consistent with the needs of the business as determined by the Company. Where no employee is willing to accept the relocation, preference will be given in the inverse order of seniority when designating the employee who must relocate. The designated employee will be realigned to a job for which they are qualified within the same wage guide.

28.2 In cases of over thirty-five (35) miles, **Article 29** "Force Adjustment" will apply to employees who elect not to accept the relocation to the new reporting center. An employee who accepts a relocation in excess of thirty-five (35) miles and moves their primary residence to within thirty-five (35) miles of the new reporting center, shall receive a \$2,500 moving allowance.

- 28.3 The provisions of this Article do not apply to occasional and temporary employees.

ARTICLE 29 FORCE ADJUSTMENT

- 29.1 Should the Company determine that a reduction in work time is necessary due to adverse economic conditions or other reasons, it shall make such reduction among employees by a job title classification at each report center as hereinafter set forth where such provisions are practicable and consistent in order to maintain service and proper operations. Temporary and occasional employees will be the first to be laid off or given part-time work. Part-time employees will be the next affected in the inverse order of their seniority. Regular full-time and regular part-time employees will be the last affected in the inverse order of their bargaining unit seniority.
- 29.2 When, in the judgment of the Company, conditions make it necessary to reduce the workforce to the extent that it will result in a general layoff or the establishment of a part-time work program, or both, the Company agrees whenever possible to notify the Union thirty (30) calendar days prior to placing the program into effect.
- 29.3 Transfer and Bumping Privileges
- 29.3.1 Any regular full-time or regular part-time employee designated as force surplus shall have job transfer and/or bumping privileges.
- 29.3.2 The privilege of displacing a less senior employee to retain continued employment is at the election of the employee subject to the following considerations:
- 29.3.2.1 A force surplus employee not desiring to exercise bumping options does not prejudice the employee's right for recall from layoff.
- 29.3.2.2 Force surplus employees will have a bumping privilege into classifications

held during thirty (30) months prior to a layoff. In addition, force surplus employees will have a bumping privilege within the same classification or to a formerly held classification, in the same or lower wage guide. Employees must have the ability and qualifications to perform the job. Employees will have a brief familiarization period of not to exceed ten (10) working days. In determining "ability and qualifications" the Company may also consider the total circumstances including work experience and performance (including any prior performance evaluations), applicable technical education, attendance, the needs of the business, etc. All candidates will be treated equally with regard to criteria or selection used.

- 29.3.2.3 The least senior employee in the job title classification at the report center affected shall be the one who is displaced. If this is a full-time employee, the employee may displace a less senior (the least senior) regular part-time employee in the work group. That employee in turn then becomes force surplus and may exercise any privilege available under this Article.
- 29.3.2.4 Any moves associated with the bumping will be at the employee's expense.
- 29.3.2.5 If an employee affected in the surplus classification or classifications has a medical restriction or disability as designated by a doctor selected by the Company, the employee will be required to select a formerly held classification in which the employee can perform.

- 29.3.2.6 Whenever the surplus employee no longer has any bumping privileges available, the employee shall be laid off.
- 29.3.2.7 Company agrees to work with the Union for the purpose of helping interested force adjusted employees transfer back to their previous job.

29.4 Recall after Layoff

- 29.4.1 Employees who are laid off will be rehired, whenever practicable and consistent in order to maintain service and proper operations. When employees are recalled to jobs not previously held the recall shall be based on the employee's immediate ability and qualifications to do the recall job and the employee's accredited service date. "Ability and qualifications" shall have the meaning in **Article 29.3.2.2**.
- 29.4.2 Laid off employees shall be offered reinstatement before new employees are engaged in the same job title classification and exchange.
- 29.4.3 The Company is not obligated to recall former employees who have been laid off continually for more than six (6) calendar months. During the recall period, employees interested in recall must use the hourly self-nomination process.
- 29.4.4 The employee must be prepared to report to work within fifteen (15) days from the date of acceptance of a position, or from the date specified in any recall from layoff notice mailed at least seven (7) calendar days in advance to the last address listed in the employee's personnel file unless the employee has earlier received Human Resources' written approval for an adjusted return date.

- 29.4.5 Refusal to accept recall to a job not similar in nature to the normal occupation or work of the person shall not terminate recall rights; however, recall rights can be lost upon refusal to accept an offer in a comparable job assignment.
- 29.4.6 When a laid off employee is recalled following a force adjustment, the employee shall be placed on the appropriate wage progression schedule in accordance with the following:
- 29.4.6.1 If the same job is available, the employee shall be placed in the same progression step of the wage progression schedule they were on at the time of the force adjustment.
- 29.4.6.2 If the employee returns to a lower rated job or to a higher rated job, the employee shall be considered as reclassified from the former job with wage treatment outlined in Article 12.4.
- 29.5 Bridging of service shall be as provided in Section 14.1.14 of this Agreement.
- 29.6 Any bargaining unit employee of the company who transfers into this bargaining unit as a result of a transfer from another bargaining unit shall have their seniority honored under the following conditions: Only time actually accrued in a company bargaining unit will be credited for seniority purposes. The bargaining unit from which the transfer is being made must have contractual provisions that provide for the same recognition of seniority under the same terms and conditions. Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.
- 29.7 Reclassification of Non-bargaining Unit Employees to Bargaining Unit Jobs - When it becomes necessary to enter employees outside the collective bargaining unit into a classification within the bargaining unit, these employees will take their proper place in seniority among the

employees covered by this Agreement according to their accredited bargaining unit service as established by Company records.

29.7.1 The employees so transferred will not be afforded exceptional privileges, but rather will exercise seniority on the same basis as other bargaining unit employees. That is, seniority shall be equal to accredited bargaining unit service at the time of transfer.

29.7.2 Employees covered by this section will be assigned to a formerly held classification or to a classification that they are trained and qualified to perform.

ARTICLE 30 SAFETY PRACTICES

30.1 It is agreed that the Company will make every reasonable effort to provide the employees with safe working conditions and the Union will lend its support and encouragement to the practice of safety by employees.

It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation of the job in question.

It will be the employee's responsibility and obligation to maintain safety standards and to report any unsafe working conditions.

The Company will instruct its employees in safe methods and practices of performing their work through a definite safety program consisting of instruction scheduled on Company time in safety practices.

30.2 The current safety glasses optical plan will be made available to all employees.

ARTICLE 31 TOOLS AND EQUIPMENT

- 31.1 The Company will furnish, without cost to the employees, tools and work gloves considered necessary to perform their normal duties.
- 31.2 Any replacement of "body" or "hand" tools deemed necessary by the Company will be furnished by the Company without cost to the employee, except where negligence, loss, or willful destruction is apparent in which case the employee will be billed for the Company's replacement cost therefor.
- 31.3 Employees who are furnished tools by the Company will be held responsible for proper use, maintenance, and care of such tools, and will be held to an accounting of all tools furnished upon termination of an employee's services with the Company.
- 31.4 Effective 2011 and for the life of the Agreement, the Company will provide at its discretion either an appropriate number of uniform garments (as determined solely by the Company) or an annual credit for the purchase of approved garments through the Company authorized vendor to employees in those classifications which the Company deems appropriate. New hires in those classifications may receive additional uniform garments or a higher initial credit. The color, style, and material blend of employee work clothing will be determined by the Company for both uniform and non-uniform garments.

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

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

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ARTICLE 32

BOARD AND LODGING AND IN-TOWN MEAL EXPENSE

32.1 Board and Lodging Expense for Employees - When an employee is assigned to work away from the report center too distant, as determined by the immediate supervisor, to return to the report center at day end, the employee is entitled to reimbursement of reasonable lodging expense. Such reimbursements will be made in a timely manner.

32.1.1 Employees entitled to lodging will receive the amounts below for all three (3) meals. If the employee is entitled to less than three (3) meals, the allowance will equal the appropriate combination of the amounts noted for the meals concerned. Meals which are paid for by the Company will be eaten on the employee's own time.

Meals

Breakfast	\$ 7.00
Lunch	\$ 8.00
Dinner	\$ 15.00

32.1.2 Employees working in the operating area of the Company over three (3) hours from their report center, who elect to return home on Friday of an interim weekend, may receive reimbursement for an evening meal eaten.

32.1.3 Employees returning to Company schools or a job location within the operating area of the Company on Sunday of an interim weekend, and stay overnight, will be reimbursed a Sunday evening lodging allowance, evening meal and a Monday morning breakfast allowance. A lodging receipt is required for this reimbursement.

32.1.4 When an employee is entitled to board and lodging expense and commutes back and forth on their own time, with their own transportation, and at their own expense, the Company will reimburse the employee board, lodging and travel expense not to exceed the amount of \$31.00 per working day for the duration of the work assignment. This

payment will be in lieu of the board and lodging allowance specified above.

- 32.1.5 When an employee is assigned to temporarily work in the exchange in which they live, no expenses will be reimbursed.

32.2 In-town Overtime Meal Reimbursement

- 32.2.1 Employees not receiving board and lodging set forth above, but who are performing overtime work after their scheduled tour, which results in their working **eight (8)** hours or more from their last meal period, or called out for emergency work which results in their working six (6) hours or more, will receive reimbursement for a dinner meal eaten in accordance with the following cost limitations:

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Dinner **\$8.00**

A receipt is required for this reimbursement.

- 32.2.2 Employees scheduled to work a ten (10) hour tour of duty must work at least two (2) hours of overtime before receiving an in-town overtime meal reimbursement.
- 32.3 Travel Expenses Outside Operating Area - Authorized travel expenses of an employee assigned to work or attend school outside the Company operating area, will be reimbursed to the employee by the Company in keeping with reasonable current prices. Receipts are required for lodging reimbursement and may be required for other reimbursed expenses.
- 32.4 Long Term Lodging - Based on the needs of the business and where cost effective and feasible, the Company may provide long term housing arrangements for employees with appropriate charges billed directly to the Company.

For the duration of an assignment, employees will select the below options on a one time basis:

- 32.4.1 Selection of Company provided lodging. Meals to be paid as spelled out in the existing Agreement.
- 32.4.2 Per Diem as spelled out in the existing Agreement.
- 32.4.3 Board and Lodging as spelled out in the existing Agreement.

ARTICLE 33 TELEPHONE SERVICE

- 33.1 **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.**

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ARTICLE 34 CONTRACTING AND TRANSFERRING WORK OUT

The company may subcontract bargaining unit work provided that such work does not result in the lay off or part-timing of any regular or full-time employees who regularly perform the work.

The company may transfer bargaining unit work to employees in other Company locations provided it is for a bona fide business reason.

ARTICLE 35 DISTRIBUTION OF AGREEMENT & COLLECTIVE BARGAINING PROCEDURES

- 35.1 Prior to commencement of formal collective bargaining, the Parties shall mutually agree to the terms of payment for time spent in collective bargaining by employees who are authorized Union representatives on the Union's bargaining team, the number of such representatives who shall be paid, the payment of joint Union-Company conference facilities utilized for collective bargaining and other matters related to collective bargaining.

- 35.2 The company agrees to have sufficient copies of this Agreement printed to provide a copy for each present and future employee in the bargaining unit and to distribute a copy to each such employee.
- 35.3 The Company will furnish copies of the printed Agreement to the Union in whatever quantities are requested and the Union to be billed for the actual cost of printing such copies plus postage for mailing.

ARTICLE 36 FEDERAL OR STATE LAW

Should any Federal or State law or regulations, or the final decision of any court of competent jurisdiction, affect any provision of this Agreement, the provision or provisions so affected shall be deemed to be amended so as to conform to the law, regulation, or decision, and otherwise this Agreement shall continue in full force and effect.

ARTICLE 37 DURATION

- 36.1 This Agreement shall become effective February 3, **2014** and shall remain in effect until midnight February 2, **2017**, and shall continue in effect thereafter until termination by sixty (60) days written notice given by either party expressly stating to the other its intention to terminate the Agreement. R
- 36.2 In the event either party gives the notice required by **Section 35.1**, the parties shall commence collective bargaining within thirty (30) days after receipt of such notice by other party unless mutually agreed otherwise.

ARTICLE 38 RECOGNITION/INCENTIVES

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

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

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

CenturyTel of Central
Wisconsin, LLC.

Telephone USA of
Wisconsin, LLC

Communications Workers of
America

Duane Ring
Region President
Midwest Region

Harriette Scofield
CWA Representative

Joseph Osa
Vice President
Labor Relations

Negotiating Committee:

Bob Brown
Jenny Franklin
Deanna Moore

Negotiating Committee:

Steve Kotel
Mike Oliver
Harriette Scofield
Jonathan Stevens

CENTURYLINK
CWA Local #4671 – Wisconsin
Effective: December 16, 2014*

STEP	WAGE SCHEDULE			
	01	02	03	04
Start	\$13.12	\$12.65	\$9.80	\$8.56
6 Months	\$14.10	\$13.62	\$10.77	\$9.05
12 Months	\$15.20	\$14.70	\$11.83	\$9.76
18 Months	\$16.48	\$15.92	\$13.01	\$10.57
24 Months	\$17.95	\$17.40	\$14.29	\$11.43
30 Months	\$19.69	\$19.11	\$15.69	\$12.36
36 Months	\$21.78	\$21.20	\$17.23	\$13.38
42 Months	\$24.43	\$23.86	\$18.92	\$14.47
48 Months	\$27.74	\$27.14	\$20.79	\$15.65
Group 01	Building Services Technician, Business Systems Technician, CO Equipment Technician, Communications Technician, Construction Detailer			
Group 02	Cable Technician, Plant Technician			
Group 03	Storekeeper			
Group 04	Division Clerk B			

**Due to the 12/16/2014 ratification date, rates effective 12/21/2014*

CENTURYLINK
CWA Local #4671 – Wisconsin
Effective: February 3, 2015*

STEP	WAGE SCHEDULE			
	01	02	03	04
Start	\$13.38	\$12.90	\$10.00	\$8.73
6 Months	\$14.38	\$13.89	\$10.99	\$9.23
12 Months	\$15.50	\$14.99	\$12.07	\$9.96
18 Months	\$16.81	\$16.24	\$13.27	\$10.78
24 Months	\$18.31	\$17.75	\$14.58	\$11.66
30 Months	\$20.08	\$19.49	\$16.00	\$12.61
36 Months	\$22.22	\$21.62	\$17.57	\$13.65
42 Months	\$24.92	\$24.34	\$19.30	\$14.76
48 Months	\$28.29	\$27.68	\$21.21	\$15.96
Group 01	Building Services Technician, Business Systems Technician, CO Equipment Technician, Communications Technician, Construction Detailer			
Group 02	Cable Technician, Plant Technician			
Group 03	Storekeeper			
Group 04	Division Clerk B			

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

CENTURYLINK
CWA Local #4671 – Wisconsin
Effective: February 3, 2016*

STEP	WAGE SCHEDULE			
	01	02	03	04
Start	\$13.58	\$13.09	\$10.15	\$8.86
6 Months	\$14.60	\$14.10	\$11.15	\$9.37
12 Months	\$15.73	\$15.21	\$12.25	\$10.11
18 Months	\$17.06	\$16.48	\$13.47	\$10.94
24 Months	\$18.58	\$18.02	\$14.80	\$11.83
30 Months	\$20.38	\$19.78	\$16.24	\$12.80
36 Months	\$22.55	\$21.94	\$17.83	\$13.85
42 Months	\$25.29	\$24.71	\$19.59	\$14.98
48 Months	\$28.71	\$28.10	\$21.53	\$16.20
Group 01	Building Services Technician, Business Systems Technician, CO Equipment Technician, Communications Technician, Construction Detailer			
Group 02	Cable Technician, Plant Technician			
Group 03	Storekeeper			
Group 04	Division Clerk B			

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

EXHIBIT I
POSITION TITLE AND DESCRIPTION
OF WORK CLASSIFICATION

Following are definitions of the work classification applying to the employees covered by this Agreement. Each work classification includes the major work operations and other minor work classifications which may be most economically performed in conjunction with the major work classifications as set forth under the heading "Description of Work."

<u>Position Title</u>	<u>Description of Work</u>
Building Services Technician	Inspects, maintains repairs, and replaces building mechanical and electrical systems including building control systems, building heating and refrigeration systems, building fire detection and protection systems, and other building mechanical and electrical systems which are/or may be installed in company operated buildings; and performs other duties as assigned.
Business Systems Technician	Performs installation and maintenance of PBX, key system equipment and stations requiring inside wiring, single line and multiple line business station equipment and associated apparatus. Performs installation and maintenance of voice, video, data, ancillary equipment, network services and special customer equipment. While performing the above functions may be required to identify facilities outside of the customer's equipment location up to and including the central office/pair gain unit, special service circuit shelf/channel equipment and frames at customer locations. Responsible for Company official and other miscellaneous duties not specifically mentioned including recognizing and conveying potential revenue producing opportunities and other duties as assigned.

Cable Technician	Performs all types of cable construction and maintenance work including customer location reconcentrations including cross-connection up to central office/pair gain units and associated equipment, repairs and rehabilitates cable, drop wire, station protector and grounding. Performs all voice, data and video services, including fiber rearrangements associated with work orders; and cable change records. Performs other related duties including recognizing and conveying potential revenue producing opportunities and other duties as assigned.
C.O. Equipment Technician	Installs, rearranges and removes central office equipment, PABX, Carrier Systems, and associated wiring; and trouble shoots the equipment they are installing; makes connections to power sources; includes software work on digital switches. Provides an advanced level of installation skills for overall equipment turn-up and acceptance testing. Performs other duties as assigned.
Construction Detailer	Lay out and prepare work orders for the construction, maintenance, and replacement of all types of outside plant and work related thereto. Under general supervision, assists in the preparation of budget estimates and plans and revisions of plans. Performs other duties as assigned.
Communications Technician	Installs, maintains and repairs a variety of communications equipment, networks and systems such as digital and analog carrier and switching systems, microwave and associated equipment, trunking equipment, fiber optics systems, remote and pair gain units, voice and data equipment and services, and other

related central office apparatus and cross-connect frames. While performing the voice, video and data functions may be required to install or identify and repair facilities outside the central office/pair gain units up to and including the Customer Provided Equipment (CPE) and frames. Recognizes and conveys potential revenue producing opportunities and other duties as assigned.

Plant Technician Performs tasks necessary for service order and repair activity associated with sealed/unsealed network facilities (copper and fiber) from central office frames to Customer Provided Equipment (CPE) systems. Provides installation and maintenance of voice, video, data, and ancillary equipment and network services. Installs, maintains, rearranges, repairs and removes cables, terminals and other associated apparatus in the outside and inside plant network including underground and air pressure maintenance. Performs coin collection and routine maintenance on all pay telephone and associated equipment/wire. Performs other duties as assigned. Recognizes and conveys potential revenue producing opportunities and other duties as assigned.

Division Clerk B Maintains records in accordance with established procedures, extends and completes detailed records and summaries, transcribes data, and may be responsible for preparation of various reports. Uses own discretion in planning and carrying out assignments. In addition, assists and trains employees in similar clerical work. Performs other duties as assigned.

Storekeeper Performs all system functions including

bar coding and its downloading, handling, transporting delivering stores of material; reviews stock levels and orders materials, maintains inventory records, performs research and corrects improper records, reviews usage and recommends stock levels; unloads trucks, stocks shelves; assembles material for shipment; receives stock and prepares receiving reports; performs inventories; maintains housekeeping; possesses the appropriate Commercial Drivers License (CDL). Performs other duties as assigned.

Effective with the ratification of the Agreement, the following sets forth the title changes and how bumping will occur as a result:

Employees who have held the Customer Zone Technician I title or the Switching Technician title will be allowed the option of bumping the Communications Technician in accordance with **Article 29**, Force Adjustment.

Employees who have held the Cable Splicer title will be allowed the option of bumping the Plant Technician and Cable Technician in accordance with **Article 29**, Force Adjustment.

Employees who have held the Customer Zone Technician II or Installer Repairer title will be allowed the option of bumping the Cable Technician and Plant Technician in accordance with **Article 29**, Force Adjustment.

MEMORANDUM OF AGREEMENT
Between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
And
Communications Workers of America

FLEX TIME

CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC and the Communications Workers of America agree that the Company may extend to employees, the opportunity to participate in a Flex Time program. Flex Time is the ability to use hours worked in excess of eight (8) hours in a day by substituting those hours for other time during that week, thus creating a "flexible" schedule. Flex Time is subject to the following provisions:

1. An employee may be allowed to substitute up to **six (6)** hours per week for the purpose of Flex Time. The approval of an employee's request for Flex Time will be at the sole discretion of the employee's manager or supervisor and based on the needs of the business. R
2. Approved Flex Time must be taken within the same calendar week.
3. Hours worked in excess of eight (8) used for Flex Time purposes will not be eligible for overtime pay, meal allowance, or night premiums.
4. This Agreement may be terminated by either party giving written notice to the other of such desire to terminate. Notice will be given thirty (30) days prior to the date of cancellation.

This Memorandum of Agreement is effective February 3, **2014** shall expire on February 2, **2017**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on February 2, **2017** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing. R

CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC

Communications Workers of
America

Deanna Moore
Labor Negotiator

Harriette Scofield
CWA Representative

MEMORANDUM OF AGREEMENT
between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
and
Communications Workers of America

LUMP SUM PAYMENT OPTION

1. CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC will provide a lump sum option as provided in the CenturyLink Retirement Plan. For employees in the bargaining unit prior to February 3, 2007, the lump sum option provided in the CenturyLink Retirement Plan shall remain available to them unchanged. For employees entering or re-entering the Union on or after February 3, 2007 and new contract expiration date, inclusive, any lump sum option will be as provided in the CenturyLink Retirement Plan.
2. Eligible employees, as defined in the CenturyLink Retirement Plan, who are members of the bargaining unit and are eligible to receive a single life annuity from the CenturyLink Retirement Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the CenturyLink Retirement Plan are governed by the provisions of the CenturyLink Retirement Plan and are subject to the Internal Revenue Code, the Employee Retirement Income Security Act of 1974 ("ERISA") and related regulations. Any payments received will be determined under the terms of the CenturyLink Retirement Plan in effect at the time the Eligible Employee separates from service.
4. The operation and administration of the CenturyLink Retirement Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation and administration of the CenturyLink Retirement Plan shall rest with the Company (for purposes only of this paragraph Company shall be defined as CenturyLink, Inc.) and shall not be

subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

5. The benefits identified in this Memorandum of Agreement are only for those eligible employees covered by the Collective Bargaining Agreement.

6. This Memorandum of Agreement is effective on February 3, **2014**, and shall expire on February 2, **2017**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the lump sum payment option, shall terminate on February 2, **2017** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

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Telephone USA of Wisconsin, LLC
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Communications Workers of America

LUMP SUM PENSION CALCULATION

CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC and the Communications Workers of America recognize the lump sum pension calculations for retirement eligible employees changed on January 1, 2000 as a result of the General Agreement on Tariffs and Trades (GATT) legislation.

The Company and the Union agree to protect, specified herein, employees who were eligible to retire on or before December 31, 1999 from adverse implications from GATT legislation.

All Eligible Employees (i.e. employees who were members of the Union and were eligible to retire, i.e. immediately commence a pension benefit, on or before December 31, 1999 under the terms of the CenturyLink Retirement Plan), and who are eligible for lump sum pension distributions at the time of their ultimate retirement, will be allowed to continue to receive the highest lump sum produced by the two (2) lump sum calculation methods currently used in the CenturyLink Retirement Plan and a third new method that complies with GATT. Regardless of when Eligible Employees retire, on or after January 1, 2000, they will receive the highest lump sum amount produced by these three (3) methodologies.

For Eligible Employees who are eligible to retire on or after January 1, 2000, pensions will be paid using whichever of the following rates produces the largest lump sum amount.

The CenturyLink Retirement Plan Rate (currently the ten
(10) year treasury bond rate)

Or

The GATT rate (thirty (30) year treasury bond rate)

The benefits identified in this Memorandum of Agreement are only for those eligible employees covered by this collective bargaining agreement.

This Memorandum of Agreement is effective February 3, **2014**, and shall expire on February 2, **2017**, unless extended by the parties in writing.

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CenturyTel of Central
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MEMORANDUM OF AGREEMENT
between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
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Communications Workers of America

CENTURYLINK UNION 401(K) PLAN & TRUST

1. CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC will make the CenturyLink Union 401(k) Plan and Trust (the “401(k) Plan”) available to the regular full or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement between the parties to this Memorandum of Agreement.
2. CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC and the Communications Workers of America agree that, as to participants in the 401(k) Plan who are members of the bargaining unit, the Company matching contribution to the 401(k) Plan **will be as follows:**
 - **Effective upon ratification for employees hired, re-hired, or transferred into this bargaining unit prior to July 1, 2015 the match will be 70 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**
 - **Effective January 1, 2017 for employees hired, re-hired, or transferred into this bargaining unit 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 upon ratification 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.**

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Effective February 3, 2011, new employees entering the bargaining unit (effective the first of the month following 30 days of employment) shall automatically be enrolled in the savings plan at a minimum level of 1% of basic weekly earnings but shall have the option of opting out of the plan by submitting a request to do so on forms provided by the Company.

3. The Company (defined as CenturyLink, Inc.) reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or in part, any or all of the provisions of the Plan, but no such amendment or modification shall have the effect of reducing the accrued benefits of participants, retired participants, former participants or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of participants, retired participants, former participants, or their beneficiaries and the payment of reasonable Plan administration expenses.
4. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the 401(k) Plan at any time. Upon the termination or partial termination of the 401(k) Plan or upon the complete discontinuance of contributions under the 401(k) Plan, the participant accounts of the participants affected by the termination, partial termination, or complete discontinuance of contributions, as the case may be, shall be nonforfeitable.
5. The 401(k) Plan may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation or transfer shall be consummated unless each participant and beneficiary under the plan would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer, if the 401(k) Plan had then terminated.
6. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent

upon the Company's receipt of a favorable determination that the Plan, as amended, continues to be qualified under Section 401(a) of the Internal Revenue Code. In the event any revision in the 401(k) Plan is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the 401(k) Plan.

7. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, this plan is deemed not qualified, or because of a change in existing laws.
8. The 401(k) Plan will be administered solely in accordance with its provisions and no matter concerning the 401(k) Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedures of the Collective Bargaining Agreement, but rather shall be governed by the terms and conditions of the 401(k) Plan and the interpretation of the CenturyLink Retirement Committee.
9. The benefits identified in this Memorandum of Agreement are only for those eligible employees covered by this collective bargaining agreement.
10. This Memorandum of Agreement is effective February 3, **2014** and expires on February 2, **2017**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, including the Plan, shall terminate on February 2, **2017** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

R

CenturyTel of Central
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Telephone USA of Wisconsin, LLC

Communications Workers
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Deanna Moore
Labor Negotiator

Harriette Scofield
CWA Representative

MEMORANDUM OF AGREEMENT
between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
and
Communications Workers of America

TEAM PERFORMANCE AWARD

1. CenturyTel will implement the Team Performance Award set forth in this Memorandum of Agreement. The implementation date of this plan will be February 3, **2014**. R
2. Objectives and standards will be developed and administered solely by the Company. For a summary of details, refer to the attachment entitled Team Performance Award Detail.
3. This Memorandum of Agreement is effective on February 3, **2014** and shall expire on February 2, **2017**. The parties specifically agree that all the terms and conditions set forth in the Memorandum of Agreement, including the benefits provided as part of the Team Performance Award shall also expire on February 2, **2017** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing. R

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Harriette Scofield
CWA Representative

TEAM PERFORMANCE AWARD DETAIL

1. CenturyTel will develop and implement a Team Performance Award which will provide participating employees the opportunity to earn compensation based upon collective/team performance results.
2. ELIGIBILITY

Team members, regular full-time and regular part-time hourly employees, who have at least six (6) months of active service during the calendar year are eligible for an award. Active service may not be rounded up to six (6) months to achieve eligibility. Disability or leave of absence time (except up to twelve (12) weeks of approved FMLA leave entitlement) will not be included to meet the six (6) months minimum active service requirement. Those employees in the plan for six or more months will be eligible to receive a prorated award in the plan year.

3. AWARD

Awards are based on performance toward objectives over the period of a calendar year. An award amount is determined for the applicable calendar year, a percentage of which may be earned by eligible employees, depending on team performance during that calendar year. The payout ranges from 0% to 120% of an established target.

The range of the Team Performance Award payout is as follows:

- (a) The **2014** target award is 4.0% payable no later than April **2015**. The range is 0% to 120% based on achievement of objectives.
- (b) The **2015** target award is 4.0% payable no later than April **2016**. The range is 0% to 120% based on achievement of objectives.

R

- (c) The **2016** target award is 4.0% payable no later than April **2017**. The range is 0% to 120% based on achievement of objectives. R

The payout percentage is applied to an employee's basic rate of pay as of the last day of the payroll year.

Employees transferring between or changing teams for any reason during the year, will receive an award based upon the team in which they reside at the end of the payroll year. Awards will not be prorated based upon the time spent on each team.

An employee who resigns, is laid off, terminated, dies, or retires, during the calendar year is eligible for a prorated Team Performance Award if all other eligibility requirements have been met. Eligibility requirements exclude termination for cause.

Employees on approved military leave of absence who have one year or more service will be given full wage credit up to three months (maximum credit of 520 hours) toward the Team Performance Award. Employees on any unpaid leave will have cumulative leave time excluded from award computation, with the exception of military leave as stated above.

4. TIME OFF FOR UNION ACTIVITIES

Excused time off for union activity will be counted as time worked when computing Team Performance Awards.

5. BENEFITS TREATMENT

Team Performance Award payments are recognized in the calculation of Pension Plan benefits, Group Life Insurance and the Plan for Hourly Paid Employees Pensions. Such payments will be applicable in the year payment is received. This is in accordance with CenturyTel benefit plan definitions.

All other benefits are in accordance with the Collective Bargaining Agreement and are based on rates shown in the hourly wage schedules.

6. TAXES, PERSONAL ALLOTMENT

Deductions for federal, state and local tax liabilities and union dues will be calculated and withheld as appropriate from all awards.

Personal allotments such as savings bonds and United Way contributions will not be made.

7. OVERTIME

The Team Performance Award payouts are for hours worked and must be included in overtime payments. The Team Performance Award overtime payment will be included in the award payout.

The overtime payment will be calculated as follows:

The Team Performance Award payout divided by the total hours worked equals the award hourly rate. This rate is then multiplied times .5 X number of overtime hours in the same calendar year for which the Team Performance Award was paid. The result of this calculation is the award overtime payment due the employee.

EXAMPLE

Team Performance Award	\$500.00
<i>divided by</i>	
Total Hours Worked	1,880
<i>equals</i>	
Award Hourly Rate	\$0.2659
<i>times</i>	
Overtime Rate (1/2)	.5
<i>equals</i>	
Hourly Overtime Rate of Pay	\$0.1329
<i>times</i>	
Total Overtime Hours	100
<i>equals</i>	
Award Overtime Payment	\$13.29

The overtime incentive payment is not included in benefit plan calculations.

8. OBJECTIVES/MEASURES

All hourly employees will be assigned to teams based on their functional area of responsibility. Teams may consist of a few employees or many.

Each team will be given a set of objectives linked, but not limited to, one or more of these performance areas:

Quality/Value of services delivered
Productivity
Expense Budget
Revenue

Teams that satisfy a minimum level of performance will receive an incentive payment. If that minimum level of performance is exceeded, the incentive payment will be larger. Each member of a team will receive the same percentage of target award that the team achieved. An example would be as follows:

<u>Level of Performance</u>	<u>Percentage of Target Award</u>
Below Minimum	0%
Minimum to Target	10-99%
Target	100%
Over Target to Maximum	101-120%

9. The development, design, duration, size, location and frequency and/or administration of such Team Incentive Plan (s) are wholly within the discretion of the Company and are not subject to the grievance/arbitration provisions of the Collective Bargaining Agreement.
10. Prior to the announcement of objectives and performance targets for the applicable year, company representative will meet with union representatives to review the rationale for such objectives and targets.
11. MODIFICATION OF THE TEAM PERFORMANCE PLAN

CenturyTel may at any time modify, in part or in whole, the Team Performance Award Plan. The Company will provide participating employees and the Union a minimum of thirty (30) days advance notice of any such modifications. Any modifications shall not affect award already earned under this plan.

12. TERMINATION OF THE TEAM PERFORMANCE PLAN

The suspension or termination must be by mutual agreement of the Company and the Union.

MEMORANDUM OF AGREEMENT
between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
and
Communications Workers of America

HOME DISPATCH

CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC and the Communications Workers of America agree that the Company may extend to employees the opportunity to participate in the Home Dispatch Program, subject to the following provisions:

1. The Company may present the Home Dispatch Program to employees on an individual basis or to groups of employees. The decision to accept Home Dispatch will be voluntary and will be for a predetermined period of time, normally for a period of one (1) year.
2. Other than driving to and from work, Company vehicles will only be used for business purposes. Employees will report to the designated work site at the scheduled start time and shall leave at the scheduled stop time. Employees will be paid from the time they reach the work site or job location. Travel to and from home shall not be paid.
3. The employee will be responsible for maintaining their assigned Company vehicle in accordance with our Company's preventative maintenance procedures during non-working hours at Company expense. Vehicle breakdowns or other vehicle problems occurring during working hours would be corrected during working hours.
4. The employees will be expected to exercise good judgment in the use, storing and care of the Company vehicle.

This memorandum is effective February 3, **2014** and shall expire on February 2, **2017**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the Home Dispatch Program, shall terminate on February 2, **2017**

R

and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

CenturyTel of Central
Wisconsin, LLC
Telephone USA of Wisconsin, LLC

Communications Workers
of America

Deanna Moore
Labor Negotiator

Harriette Scofield
CWA Representative

MEMORANDUM OF AGREEMENT
between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
and
Communications Workers of America

HOURLY EMPLOYEES' PENSIONS
LUMP SUM PRE-RETIREMENT DEATH BENEFIT

1. The Company (for purposes only of Memorandum of Agreement, Company shall be defined as CenturyLink, Inc.) agrees to modify the CenturyLink Retirement Plan provisions for Hourly Employees' Pensions, effective February 3, 2011, to make available a lump sum pre-retirement death benefit for spouse and non-spouse beneficiaries. This modification shall apply only to participants in the CenturyLink Retirement Plan who are members of the Communications Workers of America. Such modifications are subject to approvals by the Company's Board of Directors and the Internal Revenue Service. Therefore, the effective date of February 3, 2011, for the modifications will be contingent upon receipt of necessary approvals.
2. Specific language will be prepared to modify the present CenturyLink Retirement Plan provisions for Hourly Employees' Pensions to make available the following:
 - a. A pre-retirement lump-sum death benefit for spouses and non-spouse beneficiaries based on the present value (using the CenturyLink Retirement Plan's basis for computing lump sums in effect at the date of calculations) of the participant's vested accrued benefit. For married participants, this death benefit will be inclusive of the present value of the qualified pre-retirement survivor annuity (QPSA) provided under the Plan to surviving spouses.
 - b. For participants eligible for immediate commencement of retirement benefits at date of death, the lump sum will be based on the immediate retirement benefit of the participant, and the spouse or designated beneficiary may

elect to receive substantially the same benefit the participant would have received if the participant had retired as of the date of death and elected payment of retirement benefits in the form a lump sum.

- c. For active participants not eligible for immediate retirement benefits at date of death, the lump sum will be based on the present value (computed at date of death) of the vested accrued benefit of the participant payable at normal retirement age.
3. The benefits identified in this Memorandum of Agreement are only for those eligible employees covered by this collective bargaining agreement.
4. This Agreement shall become effective as of February 3, **2014** and shall remain in effect until midnight, February 2, **2017**, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

5. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

CenturyTel of Central
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MEMORANDUM OF AGREEMENT
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CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin LLC
and
Communications Workers of America

VOLUNTARY EMPLOYEES BENEFICIARY
ASSOCIATION (VEBA)

CenturyTel of Central Wisconsin LLC and Telephone USA of Wisconsin LLC (the "Company") and the Communications Workers of America hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association (VEBA) trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for Eligible Employees who retire after February 2, 2011 with a service or disability pension under the CenturyLink Retirement Plan and their beneficiaries. "Eligible Employees", as used herein, means Company employees who are members of the union, are Participants in the **CenturyLink Retiree and Inactive Health Plan**, Eligible Employees and their beneficiaries are, collectively, referred to as Eligible Participants in this Memorandum of Agreement. This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

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1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law.
3. Effective February 3, 2011, the level and type of Retiree Medical Benefits for the Eligible Participants shall be specified in the applicable **CenturyLink** Summary Plan Description, which may be amended or discontinued by

R

the Company at its discretion subject to paragraph 9 below.

4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below. The following formula is applicable only to current employees who will be 60 years of age or older and have 76 points and 15 years of credited service or more as of February 2, 2006.

Age at Retirement	Company Contribution	Retiree Contribution
Non-Medicare covered 60+	100%	0%
Medicare Covered Retiree		\$15.00
Medicare Covered Retiree+Spouse		\$30.00

Effective February 3, 2005 the following contribution schedule is applicable to current employees who will have 76 points and 15 years of credited service or more as of February 2, 2008.

Years of Accredited Service at Retirement	Company Contribution Percentage	Retiree Contribution Percentage/Amount
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

Employees not covered by the schedules above will be covered by the contribution schedule below:

Age & Service Premium Table	
(Employees must be at least age 55 and have a minimum of 10 years of service)	
<u>Points</u>	<u>% Retiree Pays of Total Cost</u>
65-69	80%
70-74	70%
75-79	60%
80-84	40%
85-89	20%
90+	10%

5. The Company shall have the sole right and discretion to determine the cost of providing Retiree Medical

Coverage ("Retiree Medical Benefits Premiums") and the amount the company is willing to contribute toward such Retiree Medical Coverage.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraph 4 above ("Retiree Contribution" and "Retiree Contribution Percentage/Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

Coverage Amount	Capped Retiree Medical Amount
Retiree only (primary coverage)	\$12,000
Retiree plus spouse	\$24,000
Retiree plus children	\$24,000
Family Coverage	\$36,000
Medicare covered retiree (per eligible life)	\$5,000

7. The Capped Retiree Medical Benefits Premium is based upon PPO Plan. If the retiree elects another retiree medical plan offered, the retiree contribution amount will increase by the amount the elected plan exceeds the PPO Plan.
8. Employees hired after January 1, 2006, will pay 100% of the premium (total cost of coverage) for Retiree Medical Benefits.
9. The Company agrees to notify the Union at least 30 calendar days in advance of any changes in the plan.
10. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the determination of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be

subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement. The Company shall not have any obligation to engage in negotiations on any subject connected with this benefit or the terms and conditions of this Memorandum of Agreement.

11. The Benefits identified in this Memorandum of Agreement are only for those eligible employees covered by this collective bargaining agreement.
12. This Memorandum of Agreement is effective on February 3, **2014**, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retiree Medical Benefits shall terminate on February 2, **2017**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

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CenturyTel of Central
Wisconsin, LLC
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Harriette Scofield
CWA Representative

MEMORANDUM OF AGREEMENT
Between
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC
And
Communications Workers of America

CROSS JURISDICTION

CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC and the Communications Workers of America agree that the Company may utilize non-bargaining unit employees to perform work of the same type or nature as normally assigned bargaining unit employees as may be required to meet the demands of service, without favoritism or discrimination based on union membership or status.

This Memorandum of Agreement is effective February 3, **2014**, shall expire on February 2, **2017**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on February 2, **2017** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

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CenturyTel of Central
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