

AGREEMENT

Between

**UNITED TELEPHONE COMPANY
OF INDIANA, INC.
(Warsaw)**

and

Local 723, IBEW

Effective Date: November 4, 2019

Expiration Date: July 31, 2022



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ARTICLE 1 AGREEMENT

Section 1.01

AGREEMENT, dated **November 4, 2019** between UNITED TELEPHONE COMPANY OF INDIANA, INC. d/b/a CenturyLink, who may be hereinafter referred to as the "COMPANY," and LOCAL UNION NO. 723 of THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, who may be hereinafter referred to as "UNION," "EMPLOYEE," or "EMPLOYEES," or "Bargaining Unit". This Agreement shall be binding upon the legal successors and assigns of the Company.

ARTICLE 2 DURATION

Section 2.01

The Agreement, effective **November 4, 2019** shall remain in effect until and including **July 31, 2022**, and thereafter from July 31 to July 31 of each subsequent year unless changed or terminated in the way later provided herein.

ARTICLE 3 TERMINATION

Section 3.01

Either party desiring to terminate this Agreement must notify the other party in writing at least 60 days prior to **July 31, 2022**, or prior to July 31 of any subsequent year.

ARTICLE 4 AMENDMENT

Section 4.01

Either party desiring to amend this Agreement must notify the other party 60 days prior to **July 31, 2022**, or prior to July 31st of any subsequent year. The other party, within 10 days after receipt of said notice, shall request a conference to negotiate the proposed amendments. Negotiated and agreed upon amendments shall become effective on August 1st of the year involved or immediately upon settlement or agreement if such settlement or agreement is not accomplished until after July 31st of such year.

Section 4.02

By mutual consent of the authorized representatives of the parties hereto, this Agreement may be amended at any time. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as in this Agreement, and be subject to the approval of the International Office of the Union.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.01

Except as otherwise in this Agreement expressly provided, nothing in this Agreement contained shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management, including the making in connection herewith of such rules relating to operations as it shall deem advisable. These functions and prerogatives of management shall include among others the right to direct the working force; discipline, suspend, discharge for cause, transfer and layoff employees because of lack of work; require employees to observe Company's rules and regulations; decide the method and schedule of operations and tours of duty; and maintain discipline and efficiency of employees, provided that the Company will not use prerogatives for the purpose of discrimination and all employees will be treated with equal fairness and justice. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated except as otherwise in this Agreement provided.

Section 5.02

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

Section 5.03

New Job Titles - Whenever the Company determines it appropriate to create a new job title or new job **title** in the bargaining unit, it shall be handled as follows:

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

The Union shall have the right, within fourteen (14) calendar days from receipt of the notice from the Company, to request negotiations concerning

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

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

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

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

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

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

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

Arbitration Procedure for Disputes Over New and Modified Job Titles - Although the Company may create a new job title or job **title**, or modify the nature and scope of existing job **titles**, without bargaining, the effects of such actions shall be subject to final and binding arbitration according to this procedure.

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

If the parties are unable to resolve the issue of the appropriate wage rate or wage schedule for either a new job title or job **title** or a modified job **title** as described above, the parties shall select an arbitrator following the procedure in Article 12. The parties further agree that within thirty (30) calendar days after selection of the arbitrator each party will submit its final offer position on the wage schedule to an arbitrator, copying the other party. These final offer positions may thereafter be changed only with mutual agreement of the parties. Notwithstanding the limitations on an arbitrator's authority under Article 12, an arbitrator selected under this procedure shall have the authority to choose between the two final offers, and may also award retroactive wage adjustments. The decision of the arbitrator shall be final and binding.

Section 5.04

The Union will be permitted the use of space on certain Company bulletin boards as designated by the Company or the Company may elect to provide separate bulletin boards exclusively for Union notifications. Use of such bulletin boards by the Union shall be restricted to announcements of union meetings, social functions, nomination and selection of officers and such other material that is not political, religious, or considered by the Company to be otherwise controversial or derogatory of the Company or its personnel.

ARTICLE 6 RECOGNITION

Section 6.01

The Company recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and conditions of employment. The National Labor Relations Board has certified the Union as said agency on the sixth day of August 1942 (Case No. XI-R-613), and recertified August 23, 1977 (Case No. 25-RD-539).

Section 6.02

The following **titles** have been eliminated from this agreement effective August 1, 2010. It is understood that should the **titles/work** be reinstated within IBEW 723 territory covered by this agreement, all language and references from the August 1, 2007 through July 31, 2010 agreement will apply. The **titles** eliminated are Plant Record Clerk, Repair and Supply Worker, Testboard and Frameworker.

ARTICLE 7 UNION SECURITY

Section 7.01

New employees will have a probationary period of ninety **calendar** (90) days. **The probationary period may be extended by an additional ninety (90) calendar days with mutual agreement between the Company and the Union.** The Company will notify the Union of the hiring of such employees by written reporting to be made at the close of each calendar month. In addition to the end of the month written reporting, in those cases involving rehiring of former employees, the Company shall notify the local Union representatives at the time such rehired person is placed at work.

Section 7.02

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.

Section 7.03

Membership in the Union is not required. Employees in job **titles** within the collective bargaining unit are free to accept or to decline membership in the Union.

Section 7.04

Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership. Proper notice means that the employee will notify both the Company and the Union by regular first class mail. Notice to the Company will be directed to the Company's Labor Relations Manager and notice to the Union will be directed to the Union's Business Manager. Membership will cease on the first day of the month following the postmark date on both letters. If the postmark date is different between the two letters, membership will cease on the first day of the month following the latter of the two dates.

Section 7.05

The Company shall incur no liability in connection with the administration of this Article.

Section 7.06

The company will grant a union representative a meeting with newly hired employees. This meeting is not to exceed 30 minutes. It shall be for the purpose of providing the employee a union dues deduction authorization card, union membership application card, union orientation and an opportunity for question and answers. A letter of instruction will be provided by the Union and approved by the Company.

**ARTICLE 8
DEDUCTION OF UNION DUES**

Section 8.01

The Company agrees that during the life of this Agreement it will deduct regular Union dues, once a month, from the paycheck of each employee covered by this Agreement who is a member of the Union and, in writing delivered to the Paymaster of the Company, authorizes and directs the Company to do so.

The Company's obligations under this Section 8.01, 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.

Section 8.02

Amounts so deducted for Union dues will be remitted by the Company to the Financial Secretary of the Union.

Section 8.03

Deductions for Union dues may be canceled by an employee at any time by advising the Paymaster of the Company by notice received through the Financial Secretary of the Union. Such notices relating to cancellations will be in written form. Authorizations and cancellations received by the Paymaster of the Company will become effective with the next subsequent payroll period.

Section 8.04

The Company shall furnish the Union with two copies of the deduction list with members listed alphabetically.

**ARTICLE 9
LIST OF EMPLOYEES AND UNION OFFICIALS**

Section 9.01

The Company shall provide the local Union upon request with a listing of all employees in the Bargaining Unit which it represents, showing the beginning date of continuous service. The Company will provide monthly to the Union a list of personnel changes.

Section 9.02

The Union shall provide the Company with a complete list of Union Officers and Stewards as changes occur.

**ARTICLE 10
COLLECTIVE BARGAINING PROCEDURE**

Section 10.01

The Company and the Local Union agree to meet and deal with each other through their duly accredited officers and committees on matters relating to hours, wages and other definite conditions of employment of the employees of the Company covered by this Agreement and the interpretation and application thereof.

Section 10.02

Should any difference arise affecting this Agreement, the Company's delegated representative, or someone appointed by this representative to represent him, and the Business Manager of the Local Union, or someone appointed by the Business Manager to represent him, both of whom shall be accompanied by employees of the Company upon specific request for such employee accompaniment being established by either the Company representative or the Local Union representative, shall meet and endeavor to settle such difference and in such case of failure to fully agree, any matter remaining in dispute shall, by mutual agreement of both parties, be submitted at the request of either party to a neutral Arbitrator to be selected in a manner as specified hereinafter.

Section 10.03

The Company and the Union agree that the decision of Arbitrator shall be final and binding.

Section 10.04

The Company shall excuse up to four (4) employee members who are authorized Union representatives for the purpose of collective bargaining. These four (4) employees shall not be from the same job **title** and work location unless by mutual agreement between the Company and the Union.

Section 10.05

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.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.01

A grievance is a complaint by an employee or group of employees for whom the Union is the bargaining agent, involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee has, in any manner, been unfairly treated by the Company, or that the health and safety of the employee(s) has been jeopardized.

Section 11.02

Nothing contained in this Agreement shall deprive any individual employee of the right to discuss with the Company matters in his own interest. However, if such matter presented by an employee involves a question of interpretation or application of this Agreement which may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Union and the Company Representative shall be notified immediately.

It is encouraged that the employee and his/her steward discuss the matter with the employee's supervisor before a formal grievance is entered, in the spirit of trying to settle the matter without it having to go to the grievance procedure.

Section 11.03

After the grievance event, the Union Steward has two weeks to present the grievance in writing to the grievant's immediate supervisor, who shall then hold a meeting on the matter attended by the supervisor having authority over the matter within seven working days and answer the grievance within seven working days after the meeting. In the event a Union Steward has made a reasonable but unsuccessful attempt to contact a grievant's immediate supervisor concerning a written complaint, the Union Steward will note on the grievance, "supervisor not available and the date," and forward an electronic copy to the **Local Human Resources** Representative, the grievant's supervisor and the Union's Business Representative. Regional Employee Relations will contact the supervisor or someone in the supervisors' department to ensure that the grievance will be addressed. If it appears that time requirements will not be met, a reasonable time extension will be requested and granted. The grievance must be signed by the aggrieved party and must describe the grievance event, the contract article involved, and the request for remedy.

Section 11.04

If the grievance is not settled under the provisions of Section 11.03, the Union Business Manager or his designee has 10 calendar days to appeal to the Company Representative. The parties will then hold a meeting on the matter within 10 calendar days after this appeal; and the Company Representative then has 10 calendar days after the meeting to give the final Company answer. This meeting may be held via telephone by mutual consent of both parties.

Section 11.05

After the final Company answer in Section 11.04, the Union has 10 calendar days to accept, ask for an additional 10 calendar days, or notify of intent to go to arbitration.

Section 11.06

Failure of either party to abide by the time limits set forth above in the grievance process shall result in the grievance being escalated to the next step in the grievance process; however, this does not include the arbitration step. The parties may extend the time limits by mutual agreement.

Section 11.07

The Company will pay straight-time pay for one grievant and one union steward for a maximum of one hour each for first and second level grievance meetings. The Company may cancel this provision if it feels it is being abused, by written notice to the Union.

ARTICLE 12 METHOD OF ARBITRATION

Section 12.01

All differences that may arise which are not agreed upon by the representatives of the Company and the Local Union in the manner provided above shall be submitted at the request of either or both parties to the arbitration process as specified in Section 12.02 below, provided the grievance was initiated before termination of this agreement and it was filed within a period of 10 calendar days from the date of the Union's final answer in Section 11.05 above.

Section 12.02

Arbitration and the selection of arbitrators will be conducted under the rules of the Federal Mediation and Conciliation Service and the panel of arbitrator will be chosen from the National Academy of Arbitrators.

Section 12.03

The decisions of the Arbitrator so chosen shall be final and binding.

Section 12.04

Each party shall bear the expense of preparing and presenting its own case. 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.

Section 12.05

Expenses arising out of the arbitration will be borne equally by both parties.

Section 12.06

During the life of this Agreement, the parties may investigate other methods of arbitration with the purpose of speeding up the process and reducing expenses. The parties may, by mutual agreement, modify the provisions of this Article to so conform.

Section 12.07

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

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

ARTICLE 13

SENIORITY/OUT-OF-DISTRICT WORK ASSIGNMENTS

SENIORITY

Section 13.01

Company seniority shall be determined by the continuous service of the employees affected as shown on the records of the Company, and shall be used to compute PTO accumulation, holidays, termination pay, sickness-accident disability benefits, and other applicable benefits.

Bargaining Unit seniority is defined as the length of service based on the most recent date of service in the Bargaining Unit and shall govern in matters covered by this Agreement unless otherwise specified.

Section 13.02

In determining any employee's seniority, no deductions shall be made for time lost because of an approved leave of absence, except as it applies to the Retirement Pension Plan.

Section 13.03

Bridging of Service

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

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

Section 13.04

Employees of the Company covered by this Agreement who are drafted for military service by the United States of America, or volunteer for such service during a period of national emergency, shall continue to accumulate seniority with the Company during such service; and upon being discharged therefrom shall be entitled to the same relative position and wages, and other rights, which their seniority would have entitled them to had they not entered such service, provided such employees report for work with the Company within 90 days after they are discharged and the employee is physically able to perform the duties of his previous employment or its equivalent. The Company may refuse to rehire a discharged veteran who has been released from active duty under a dishonorable discharge.

OUT OF DISTRICT WORK ASSIGNMENTS

Section 13.05

When out-of-district work assignments are necessary in a **title** in the Plant department, it shall first be offered to the most senior qualified employee or employees, and the offering shall continue down the seniority list of qualified employees. If no one is willing to work out-of-district, it shall be assigned to the least senior qualified employee or employees in the work location involved.

Section 13.06

The Company and Union agree that on a temporary and incidental basis that where there is a need to work across district boundaries to meet the current work load the, following shall apply:

- (a) Without regard to seniority, the closest available employee in the needed **title** may be assigned the work.
- (b) When such assignments run into more than two (2) hours overtime, the employee(s) who normally would be offered the overtime assignments

shall be offered the assignments to assist or take over the in-progress work started by the employee from out of district.

- (c) The assignments are to be within a 50-mile radius and not overnight.
- (d) The assignments would be normally within the 8-hour workday.

ARTICLE 14 JOB POSTING, BIDDING, AND AWARDS

Section 14.01

The Company shall have the sole and exclusive right to determine when and where a job vacancy exists. Job vacancy notices will be posted for fourteen calendar days. Employees may submit job interest request forms on-line.

Section 14.02

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

Section 14.03

Employees must have at least one year in their present **title** and at their present location to be eligible to bid on a posted job. This requirement may be waived by mutual consent when appropriate and will be waived if an employee has bumped to their present **title** and location.

Section 14.04

Employees who have been awarded a job within the previous twenty-four (24) months, including new hires, cannot down bid unless released by the appropriate department manager. A down bid is defined as moving from a **title** with a higher maximum base wage as presented in Appendix A to a **title** with a lower maximum base wage as presented in Appendix A.

Section 14.05

Bid awards where the job is awarded to an internal bidder will be made within thirty (30) working days following the bid closing date, bid awards where the job is being filled from outside the Company will be made within sixty (60) working days following the bid closing date. These time limits may be extended if required.

Section 14.06

Each employee assuming a new position or new duties shall receive proper training in the duties of the position and be given up to 90 days after proper training to demonstrate his or her ability to perform the job. If, during the 90 days, the Company determines that the employee is not capable of performing the job, the Union will be contacted to determine if a mutually agreeable solution can be reached within 30 days, either through the employee's exercise of seniority rights under Article 29.02 or placement in an existing vacancy. If a mutually agreeable solution cannot be reached, the Company will take whatever action it deems appropriate to resolve the problem. Such action, if not mutually agreed upon, is subject to the grievance/arbitration process.

Section 14.07

Employees hired after December 3, 2014 are required to reside within a reasonable distance (defined as being 45 miles or less) from their reporting location for availability for service-related reasons. Employees hired prior to December 3, 2014 who reside more than 45 miles from their reporting location will be grandfathered at their present address and may move closer to their reporting location, but not further away.

Section 14.08

Employees who desire to be reclassified should advise their supervisor in writing. Those employees will receive advice from the Human Resources and Plant departments regarding training needed to become qualified for the position. In these instances, training will be completed on the employee's own time. The Company will reimburse the employee for all required training successfully completed by the employee. Employees who successfully complete the above training will be considered qualified bidders.

ARTICLE 15 HOME GARAGING

Section 15.01

Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Section 5.02.

ARTICLE 16 TELEPHONE SERVICE REQUIREMENT

Section 16.01

All employees must provide their supervisor with a personal contact number which will be used to contact the employee for callouts and any other after-hours work. All employees who choose to have a non-published telephone number shall so advise the supervisor who, in turn, will furnish their number to local law enforcement agencies, connecting telephone companies, local electric and other utilities, and all appropriate Company personnel as deemed necessary by the Company. The parties to whom the number information is furnished shall be requested not to extend the information to others. This arrangement contemplates a non-published number which is not available through directory assistance.

ARTICLE 17 WORKING HOURS AND CONDITIONS

Section 17.01

Eight hours shall constitute a maximum regular scheduled day's work, normally scheduled between the hours of 5:00 a.m. and 7:00 p.m., with one-hour intermission for meal time each day from Monday to Friday, Tuesday to Saturday, or Sunday to Thursday, inclusive. The 4:00 p.m. to Midnight and Midnight to 8:00 a.m. shifts are considered normal shifts; other abnormal shifts may be used where unusual circumstances require it.

Employees may take a fifteen (15) minute rest period in each half of their tour. Rest periods may not be taken earlier than one (1) hour after starting time or one (1) hour before the quitting time of each half of the tour, except with prior approval from the immediate supervisor. Any travel associated with the break must be incidental to the route of travel and is included in the fifteen (15) minute rest period.

For the purpose of scheduling Saturdays on a Tuesday through Saturday schedule, the Company may schedule employees within the same **title** but from different reporting locations within a district in rotation for Saturday district coverage. This does not preclude the Company from scheduling Tuesday through Saturday coverage by reporting location. This would include all job **titles**.

Effective with the date of the new agreement, any employee who entered the bargaining unit on or after January 1, 2010 will be scheduled any five (5) days from Sunday to Saturday and will not be guaranteed consecutive days off.

Section 17.02

The number of hours which presently constitute a normal five (5)-day workweek schedule may be scheduled in equal amounts over four (4) consecutive days.

The schedules will be Monday to Thursday, Tuesday to Friday, or Wednesday to Saturday. The hours on these schedules will be between the hours of 5:00 a.m. and 10:00 p.m. Employees shall be scheduled a one hour intermission for mealtime each day except employees as described in Section 17.09.

No daily overtime payment as required in Section 28.02 shall be made for any of the hours worked over eight (8) when the conditions of this Section are in effect. Continuous work over ten (10) hours in any workday will be paid at the applicable overtime rate.

The ten (10)-hour schedules shall be bid by Bargaining Unit seniority within the work group at the work location involved.

When the Company utilizes this type of schedule, all 4 ten-hour schedules will be voluntary on the part of the employee.

All paid time off while scheduled on 4 ten (10)-hour days shall be paid the ten (10)-hour rate. During weeks which include a Company fixed holiday, employees on four (4)-day schedules will revert to a five (5) eight hour per day schedule.

Section 17.03

Previously scheduled hours on a given workday shall constitute a night shift only when 50% or more of those hours fall within a 7:00 p.m. to 5:00 a.m. time frame. Employees working a night shift will have lunch and break times assigned with lunch being eaten on the job.

Section 17.04

A differential of \$1.00 per hour will be paid for all straight time hours worked after 7:00 p.m. and before 5:00 a.m. Such differential will be paid at the straight time rate only.

Employees who are permanently assigned or bid into a night shift shall not have their pay diminished while on PTO or while attending schools. However, the differential will only be paid for a maximum of three (3) days per week while attending schools.

Section 17.05

These night shifts shall be subject to bid openings by Bargaining Unit seniority within the local exchange group.

Section 17.06

If a night shift lasts more than 12 weeks, any employee may request the shift to be opened for bidding. Each successful bid mandates a new 12-week period.

Section 17.07

If no bids are received, the tours shall then be assigned in rotation within the **job title** until an eligible employee requests permanent assignment at which time the night shift will be reopened for bidding.

Section 17.08

Line crews working outside the city limits where their headquarters are located shall leave the storeroom at the regular starting time and will report back to the storeroom at the regular quitting time. Such provisions relating to leaving the storeroom and reporting back to the storeroom shall not be construed as prohibiting the performance of other duties such as the handling of material and stock within the regular day's work period, but rather that such other duties may be performed within the regular day's work period; and the time requirement of performing such other duties shall alter accordingly the time of leaving the storeroom and reporting back to the storeroom.

Section 17.09

Each construction employee (including **Construction Technicians**) will be scheduled for a one-half hour or one hour lunch period, trucks will not be moved during the one-half hour lunch period.

Effective January 1, 2000, no payment for lunch will be made to any employee except as provided for in Article 22 of the contract.

Section 17.10

The Company shall continue its policy heretofore in effect as relating to assignments of work, other than normal duties, to its plant employees when normal duties cannot be accomplished for reasons of adverse weather conditions, whenever such work is available for assignment, and the need for performance of such work and value of accomplishment is such as to warrant its assignment.

Section 17.11

Employees who work 16 hours or more in a 24-hour period from the start of their regularly scheduled tour shall be allowed an eight-hour rest period before returning to work. To the extent that such rest period extends into their next regular scheduled workday, they shall lose no pay for time lost from their normal work schedule.

Section 17.12

Employees transported to work by the Company shall be returned by the Company to their residence or be provided adequate meal and lodging arrangements according to the Agreement.

Section 17.13

Employees may be assigned work out of their **titles** on a temporary and incidental basis. This would be appropriate for purposes of efficiency when an employee is performing his regular **job title** work at a particular location and work ordinarily assigned to another **job title** is needed. The purpose would be to avoid dispatching another employee for short-term work.

Section 17.14

Employees can be assigned any work in the same or lower wage schedule than they occupy, but their pay shall not be reduced due to such work.

Section 17.15

An employee working in a higher **job title** during his/her daily schedule shall receive pay at the higher rate for the actual hours worked outside of their **job title** with a minimum of two hours pay for the work day.

Section 17.16

The Company may, at its option, appoint the senior qualified employee in a work group to be an Acting Work Leader for not less than one day and receive a \$0.50 per hour premium while so assigned.

The Company may, at its option, offer by Bargaining Unit seniority by rotation to an employee by **job title** within a district to be an acting supervisor for not less than one (1) day. The acting supervisor will receive \$8.00 per day additional pay when so assigned.

The principle difference between a group work-leader and an acting supervisor is that the group work leader works with a crew on a job site whereas the acting supervisor is over his supervisor's reportees and does the supervisors' communications (with the exception of discipline).

The Company is not limited from assigning temporary supervisory replacements from management employee sources.

ARTICLE 18 EMERGENCY, STANDBY

EMERGENCY

Section 18.01

In case of emergency breakdown of service and employees of the occupational group regularly performing the duties in which category the breakdown occurs are not available, the Company may use the services of other employees who may or may not be covered by the **job titles** of this Agreement to make minor repairs or perform work of a temporary nature to restore service.

Employees are to have the authority to respond in emergency situations on their own responsibility in the event they cannot immediately reach their supervisor for specific authorization. In emergencies involving the public health, safety, and property protection, the requirement of attempting to contact their supervisor is waived. Should this policy be abused by any employee, it can be revoked by the Company only through written notice to the employee.

STANDBY

Section 18.02

The Company may assign standby time **as it deems necessary. When deemed necessary**, standby shall be assigned by district and/or work location.

District(s) may be combined **for purposes of standby**. Normally, an employee will not be assigned to standby more than every three weeks except if necessary to cover employee's absence due to vacation, sickness, school, etc. If all employees in a rotation agree, standby rotation assignments may be made in multiple weeks or weekends (back-to-back weeks/weekends). Stand-by will be scheduled and posted, and will be assigned by supervision. Stand-by shall not be an alternative for overtime, Section 28.04 applies.

SCHEDULED DAY: \$30.00

UNSCHEDULED DAY: \$35.00

HOLIDAY: \$75.00

If weekend standby has been assigned, and a holiday falls on a Monday or Friday, the entire 24 hours of the holiday will be included in the weekend standby assignment.

If 7-day standby has been assigned, and a holiday falls on the following Monday, the standby assignment will end at 8:00 a.m. on Tuesday.

Standby employees following or preceding a holiday schedule shall not have their standby pay prorated because of the holiday.

Section 18.03

An employee may have another employee cover his/her shift providing that such employee is in the same rotation schedule and the employees notify the Dispatching Center of the change. When scheduling standby, consideration will be given to other schedules. If an employee makes an advance request for PTO after the standby and PTO schedules have been established, it will be the employee's responsibility to find coverage for their standby in order to accommodate the request.

Section 18.04

The employee on standby will notify the appropriate callout bureau of his/her location and be available for duty within a reasonable period of time. Pagers, cellular service, or radios may be assigned to standby employees where available, but does not relieve the employee of his/her responsibility to keep the appropriate callout bureau updated on his/her location. Employees on standby may, at the Company's option, be allowed to drive Company vehicles home. Company vehicles, however, will not be used for personal use at any time.

Section 18.05

The employee called back to duty from standby will make a reasonable attempt to restore service without referring the trouble back to the Dispatching Center for dispatching to another **job title**. The employee is required to notify the Dispatching Center of the status of the callout and any additional follow up required before returning to standby.

ARTICLE 19
SERVICE CREDIT, TEMPORARY EMPLOYEES

Section 19.01

The starting rate for all experienced personnel shall be determined by applying a "service credit" to the wage scale based upon previous experience and observed skill.

Section 19.02

Progressive increases shall be determined by and in accordance with the wage scale on the index, based upon the employee's date of employment plus the determined "service credit." Such "service credit" shall be used only for the purposes of determining starting wage and related progressive increases.

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

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

Section 19.03

Temporary employees may be employed at wage rates not less than the wage rates herein established for the **job title** of work performed. A temporary employee is defined as an employee hired for a period not to exceed **six (6)** months. Such employees shall have no bidding rights. Such employees shall receive wage credit and no benefits **except as provided by law**.

ARTICLE 20 EMPLOYEE TRAINING

Section 20.01

- (a) The Company reserves the right to determine the type and extent of training required for its employees, the scheduling of that training by work location and **title**, and the number of employees to be trained.
- (b) Training may be of two general types, (i) core and (ii) specialized, to be identified by the Company.
- (c) The Company acknowledges that the required "core" training, as determined by the Company, shall be offered first to affected job **titles** by Bargaining Unit seniority within the work location involved. "Core" training shall continue until all employees in that **title** at that work location have been trained. Employees may, by seniority, select from all available slots for vendor or formal school.
- (d) Specialized training positions will be selected by **title** and Bargaining Unit seniority within the work location. To equalize the specialized training, each employee, by Bargaining Unit seniority, will make one choice until the slots are filled. If there are more slots available than the number in the work group, the offering will once again go through the seniority rotation list. Once the number of positions have been filled within the specialized training group, the training will be offered by Bargaining Unit seniority in rotation within that specialized group.

Upon mutual consent between the Company and the Union, a less senior employee may be chosen to receive specialized training if the employee has prior training and experience which is relevant to the specialized training.

- (e) Training may be provided by formal schooling, vendor training, or on-the-job training. All of the above mentioned training will be recorded in the employee's training record.

ARTICLE 21 TOOLS

Section 21.01

The Company will furnish, without cost to the employees, all tools necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them. Tool replacement will be made in accordance with the following: Tools lost or tools stolen, except on Company premises or

Company vehicles, will be replaced at the employee's expense. Tools which become broken or worn out will be replaced by the Company upon presentation of the broken or worn out tools. Employees owning their own tools at the time of the implementation of this Agreement will be allowed to keep such tools upon termination of active service.

Section 21.02

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

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

Since safety footwear can be utilized both on and off the job, employees are responsible for the purchase and maintenance of their safety footwear. For those employees that have only occasional exposure, a safety toe overshoe, at no cost, is available through the SAP/CART ordering process.

Section 21.03

Safety Eyewear – Employees in certain job titles and work environments may also be required to wear safety eyewear while at work. Employees who require corrective vision lenses must also wear safety eyewear, when required.

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

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

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

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

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

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ARTICLE 22 TRAVELING, MEALS, LODGING

Section 22.01

When employees are assigned out-of-town away from their headquarters' exchanges, the following provisions will apply:

Section 22.02

For distances over 50 miles, the Company may require employees to stay overnight in which event the Company will authorize a maximum of \$35.00 (\$45.00 in metropolitan areas) for meals each day of an overnight assignment. The Company will determine the most economical mode of transportation for such travel. The Company will reimburse employees for lodging expense incurred as part of an overnight assignment.

Employees will use a corporate credit card to pay for expenses including airfare, lodging, meals, parking, tolls, and ground transportation. If an employee does not travel more than two times per year, the employee will not be required to have a corporate credit card. In these cases, the company will arrange for the employee's lodging and transportation and the employee will pay for all other incidental travel expenses out-of-pocket. In either case, the employees will file electronic expense reports supported by receipts. All approved credit card expenses will be paid directly to the vendor. Approved out-of-pocket incidental travel expenses, which must be supported by receipts, will be reimbursed on a non-taxable basis to the employee as a line item on the employee's paycheck.

Section 22.03

For school or work assignments which are between 30 and 50 miles from the employee's normal reporting location, the employee has the option of either staying overnight with normal meals and lodging reimbursed by the Company or receiving a commuting allowance equal to two hours' pay at the straight-time rate (in lieu of travel expenses). When employees select the commuting allowance option, all driving will be on their own time.

Section 22.04

Within distances of 50 miles, the Company may require employees to stay overnight when necessary due to service requirements arising from adverse weather conditions or other unusual circumstances. In such cases, the employees will be assigned at least 10 hours of work for each day they are required to stay overnight.

Section 22.05

When the emergency or unusual work is completed or if conditions do not permit such work to be completed, employees may go home prior to the expiration of 10 hours and receive pay for the time worked or a minimum of eight hours pay for that day.

Section 22.06

Distances for mileage paid will be computed from the employee's headquarters' town to the exchange town to which the employee is assigned and will be computed in accordance with the official Indiana road map. A reasonable amount of mileage will also be paid for the use of a personal vehicle when such mileage is incurred as a result of the work assignment.

ARTICLE 23 CONTRACTING WORK

Section 23.01

Nothing in the Agreement shall be construed to limit the right of the Company to employ such contract labor as may be necessary for the proper construction, installation, and maintenance of the communications facilities owned, serviced, and/or operated by the Company. However, the Company shall not enter into any contractual arrangement for the construction, installation, and maintenance of plant facilities which may result in the involuntary separation or part-timing **in the job title and location** of those employees who customarily perform the same type of work as the work to be provided under the contractual arrangement.

The foregoing prohibition shall not apply to the consolidation or transfer of work to other Company affiliated work groups. In such cases, the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

ARTICLE 24 WORK ASSIGNMENTS, INTER-UNION

Section 24.01

The Company may work employees across union jurisdictional lines without overtime restriction, providing that the Company will not use any provisions of this Article to supply craft employees to areas served by another union in the event of a strike by that union.

Section 24.02

When bargaining unit employees are assigned work within the jurisdiction of a different local union in which there exists a higher rate of pay for the same work, the higher wage rate will be paid for all hours worked outside the jurisdiction.

**ARTICLE 25
UNION PERFORMANCE OF WORK
WITH EXCEPTIONS**

Section 25.01

Employees not covered by the terms of this Agreement shall do no work normally performed by the employees so covered except during relief periods and in emergency situations. A reasonable attempt shall be made to contact covered employees.

**ARTICLE 26
LEAVES OF ABSENCE**

ADMINISTRATIVE/PERSONAL LEAVE

Section 26.01

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

FAMILY AND MEDICAL LEAVE

Section 26.02

The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company's right to establish FMLA policies and rules which are consistent with that law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company's Leaves of Absence Policy.

DISABILITY LEAVE

Section 26.03

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

GENERAL RULES GOVERNING LEAVES

Section 26.04

The following rules shall apply to all leaves:

- 1) An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.
- 2) Leaves granted for less than a maximum period may be extended to the maximum if the employee remains eligible, has permission and has satisfied the conditions applicable to the granting of such leave.
- 3) The Company may require such physical or other professional examinations from healthcare providers as are allowed under the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under this Agreement. This shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Company; and 'fitness for duty' examinations.
- 4) Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company's Leaves of Absence Policy.

- 5) The Company maintains the right to modify or amend the administration guidelines described in the Company's Leaves of Absence Policy at its discretion.

Section 26.05

Notwithstanding anything to the contrary, where any one clause or Article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993 (FMLA), the minimum requirements provided by the FMLA shall prevail unless the contract provides for a type or level of benefit greater than specified under the FMLA.

**ARTICLE 27
LEAVE OF ABSENCE PROCEDURE FOR FULL-TIME UNION
BUSINESS MANAGER**

Section 27.01

Any employee covered hereunder who is elected or appointed to an office in the local Union which requires the employee to be absent from duty with the Company may, upon written request 30 days prior to the effective date, be granted a leave of absence without pay by the Company for a period not to exceed three years. Such leaves are renewable for additional three-year periods at the Company's option upon 30 days written notice.

Section 27.02

Such employee may maintain the life, dental, and health insurance coverages; savings bonds; and stock purchase plan if allowed by the terms of those programs by paying directly to the Company the full cost of the programs. All other benefits will cease during such leave.

Section 27.03

Effective July 12, 1981, the Company shall maintain Bargaining Unit seniority for employees defined under the terms of this leave of absence procedure. It shall allow this Bargaining Unit seniority to accumulate during the leave.

Section 27.04

Such employee must inform the Company of the return to work within 10 days of the release from Union duties or the expiration of the leave.

Section 27.05

Such employees will be reinstated into the former position at the release from Union duties or the expiration of the leave. Provided the Company determines the employee is qualified, it may arrange for training or assign the employee to an equal or lower rated position for which it determines the employee is qualified. It is understood that other employees will consent to such demotions as are necessary to make room for the reinstated employee.

Section 27.06

Seniority credit for the Embarq Retirement Pension Plan will be as provided in that Plan.

**ARTICLE 28
SCHEDULES, OVERTIME, CALLBACK**

SCHEDULES

Section 28.01

The Company will post work schedules by noon Thursday two (2) weeks preceding the month or months scheduled. An employee's work tour or schedule may be reassigned during any hours of any scheduled day of any workweek. An employee shall be notified 24 hours in advance of such schedule changes except in those instances when advanced notice is beyond the Company's control.

OVERTIME

Section 28.02

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

- a) All hours worked after an employee has worked 8 hours at the basic hourly rate of pay in a workday
- b) All hours worked after an employee has worked 40 hours at the basic hourly rate of pay in a workweek
- c) All hours worked on a **non-scheduled Sunday (if Sunday is part of the regular posted work schedule, the hours are paid at the basic rate of pay).**

- d) All call-out hours worked and those call-out hours not worked which make up the minimum requirement threshold listed in Article 28.

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

- **Scheduled/approved PTO;**
- First 8 hours worked or not worked on a recognized holiday;
- First 8 hours worked on a **scheduled Sunday (Note: Sunday must be a part of the regular posted schedule to qualify);**
- Paid rest period hours;
- Paid union time off for joint meetings with the Company.

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

- **Funeral Leave, Jury Duty, Witness Duty, Short-term Disability (STD), Workers Compensation, Military, Un-scheduled/un-approved PTO,** and any other paid time off not listed above;
- Any non-paid time off, including non-paid union time;
- **Any hours worked on a non-scheduled Sunday;**
- Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold);
- Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.

Section 28.03

Employees shall not be required to take time off for the purpose of offsetting overtime hours worked, **however upon mutual agreement between the supervisor and employee, an employee will have the option to take time off to offset overtime hours worked.**

Section 28.04

When overtime is necessary in a department, it shall first be offered by Bargaining Unit seniority to the most senior qualified employee or employees in the **job title** at the work location involved; and the offering shall continue down the seniority list of qualified employees. If not enough employees are willing to work the overtime, it shall be assigned to the least senior qualified employee or employees in that **job title** in the work location involved. It is also recognized that on occasion all employees in a particular work group may be required to work overtime unless excused by their supervisor due to compelling personal reasons.

If an employee working on straight time is available within a **job title** in a district and another employee from that **job title** at another work location within the district is off work due to schedule assignment; the straight time employee may perform work in the area assigned to the off scheduled employee without requiring the off scheduled employee to be called back or paid overtime. This is not in any way meant to circumvent proper scheduling procedures by work location.

Section 28.05

Employees will be considered as being on PTO from quitting time of their last scheduled day of work prior to the start of their PTO or personal days until starting time of their first scheduled day after their PTO or personal days. This would mean that the Company will not offer overtime to those employees in the above-described time frame. Holidays and non-scheduled days running concurrently with the employee's PTO shall be classified as non-scheduled days.

The Company would have the right in case of extreme emergencies such as tornadoes, major fires, explosions, etc., to call and require employees to work overtime during the above-described days.

CALL-OUT

Section 28.06

All **call-outs** will be paid at 1 ½ times the straight time rate with a minimum of two hours pay per **call-out**.

Section 28.07

Employees scheduled or called and appearing but not placed at work shall receive a minimum of two hours pay at 1-1/2 times the straight-time rate.

Section 28.08

It is recognized that due to the nature of our business and the necessity of providing continuous service, call outs are a normal part of the business and employees are **expected to be available and are** generally expected to accept them.

ARTICLE 29 REDUCTION IN FORCE

LAYOFFS

Section 29.01

If it becomes necessary to reduce the number of employees at any work location in a given **job title**, employees in the affected **job title** at such work location shall be laid off in inverse order of their Bargaining Unit seniority.

If the affected **job title** occurs within more than one work group, the layoff will be in the workgroup where the surplus occurs.

Employees laid off because of lack of work shall automatically accumulate seniority for a period of six months. The Company agrees that it shall not hire any new employees into the Bargaining Unit until all laid-off employees have had the opportunity to place bids as provided for under Article 14 for posted Bargaining Unit vacancies. Laid off employees will gain access to current job openings via the internet. Once this opportunity has been afforded to the laid-off employees, it is considered that the Company's obligation has been fulfilled and that the hiring decisions reached in accordance with this provision affecting laid-off employees will not be subject to the arbitration process.

BUMPING

Section 29.02

The employees affected by such reduction of forces may exercise their seniority rights in gaining continued employment in any location where they have seniority over an incumbent in a **job title** for which they have held the title before and are deemed fully qualified by the Company with a maximum of forty (40) hours of refresher training. Employees that do not have seniority rights in a previously held title or that are not deemed qualified by the Company after a maximum of forty (40) hours refresher training will not have bumping rights and will be laid off.

An employee within this Bargaining Unit as of August 16, 1994, who has previously held or currently holds the **job title** of Cable Splicer or Installation

& Repair Worker with UNC shall be deemed fully qualified in all instances of bumping into the **Customer Service Technician title**.

RECALL

Section 29.03

Employees laid off shall have recall rights for the length of time during which they accumulate seniority while on layoff. When making additions to the Company's forces following layoffs, the Company will first recall all employees who are on layoff, if available and have heretofore performed the available work, in the order of their seniority before new employees are hired. A refusal to accept a recall within a 50-mile radius from the employee's former reporting location will result in termination. Distances shall be computed in accordance with an official Indiana highway map. An active employee or laid-off employee locationally displaced due to bumping or recall may submit a request for transfer form to the Human Resources department for consideration. Should a vacancy at the location for which transfer was requested become available due to recall either within the employee's current **title** or a **title** from which the employee was displaced, the employee with the transfer request currently on file will be offered transfer/recall according to the employee's Bargaining Unit seniority.

Laid-off employees may refuse recall to a job **title** with a lower maximum rate of pay and maintain their recall rights.

Section 29.04

The Company, when requesting a laid off employee to return to work, shall notify such employee by a registered letter sent to the employee's last known address. It is the employee's responsibility to notify the Company and the Union of any change of address. If the employee does not reply by registered letter within five workdays from the date of the returned receipt, he or she shall be considered to have resigned. If the returned receipt is not received within five workdays of the mailing date of the letter, the Company will attempt to contact the employee. If this fails, the Union will be notified and will have five working days to contact the employee. If this is unsuccessful, the employee will be considered to have resigned.

LAYOFF ALLOWANCE

Section 29.05

Layoff allowance will be paid in a lump sum to all regular employees laid off for lack of work. Layoff allowances shall be in the amount of one week's

pay for each year of service up to a maximum of twelve (12) weeks. The employee's basic weekly wage rate shall be used in computing layoff allowance.

Section 29.06

The Layoff allowance shall be over and above those amounts actually earned by the employee and also will be in addition to any payment for PTO for which the employee is eligible at the time of the final layoff allowance. Earned PTO, if not taken by December 31, will be paid to the laid-off employee.

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Section 29.07

In the event of a layoff, the employee and the Union will be notified at least fourteen (14) calendar days prior to the layoff.

Section 29.08

Multiple requests for severance allowance from within a district and **title** will be awarded on the basis of seniority.

EMPLOYEE INCOME PROTECTION PLAN

Section 29.09

If during the term of this Agreement, the Company determines that there is a need to adjust the workforce, after written notice is first provided to the Union, the Company may at its sole discretion elect to offer employees, the opportunity, in the order of seniority, to voluntarily leave the service of the Company and receive Employee Income Protection benefits as described below subject to the following conditions:

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1. The Company in its sole discretion may offer EIPP to all employees in the bargaining unit or only to employees in certain job titles and work areas. The Company will determine the period during which the employee may, if he/she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.
2. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date the Company makes the formal offer notification in order to be effective and such election may only be revoked within such fourteen (14) day period. After the 14 day period has expired, the Company will determine the

number of employees that can be granted the offer, as well as their job titles and locations. The Company will confer with the Union regarding this determination, however, the Company will make the final determination and will communicate this decision in writing to the Union and affected employees.

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

Section 29.10

Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with this Section begin within one month after such employee has left the service of the Company.

Section 29.11

For employees who so elect in accordance with this Section, the amount of Employee Income Protection benefits payable shall be \$28,800. Employees may elect to receive the total benefits in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.

Section 29.12

As used in this agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

Section 29.13

Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a

payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.

Section 29.18

In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.

Section 29.19

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

**ARTICLE 30
HOLIDAYS**

Section 30.01

Holidays with holiday pay at straight-time rates will be extended on the following legal holidays or days celebrated as such:

| | |
|------------------|--------------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve Day |
| | Christmas Day |

The Company agrees to grant a PTO day on Veteran's Day to as many employees as the workload permits. Employees may request a PTO day on Veteran's Day as part of the PTO selection process, and such requests will be approved or disapproved at that time. If work is performed on such designated holidays, payment for such time worked shall be made at the overtime rate of one and one-half times the basic rate. The payment for time worked shall be in addition to the holiday pay.

Section 30.02

Employees scheduled Monday through Friday on a week when a holiday falls on Saturday will have the preceding Friday off as their holiday.

Section 30.03

Employees scheduled Tuesday through Saturday on a week when a holiday falls on Sunday will have the preceding Saturday off as their holiday or, if the holiday falls on Monday, will observe the holiday on the following Tuesday. All other holidays will be observed on the designated days; i.e., Saturday holiday observed on Saturday.

Section 30.04

Employees scheduled Sunday through Thursday on a week when a holiday falls on Friday or Saturday will have the preceding Thursday off as their holiday.

**ARTICLE 31
PAID TIME OFF (PTO)**

Section 31.01

PTO hours are provided for all incidental absences from work and for the first five (5) consecutive scheduled workdays of an occupational or non-occupational disability related absence. The employee must use all available PTO hours before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In those cases only, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. If an employee does not have available PTO, those hours for which PTO hours are not available shall be non-paid.

Paid PTO shall be allowed all full-time employees of the Company in accordance with the following **schedule**:

| Length of Service | Eligible Hours |
|---------------------------------------|-----------------------|
| 90 calendar days but < 1 yr | 64 hrs |
| 1 yr but < 5 yrs | 136 hrs |
| 5 yrs but < 10 yrs | 176 hrs |
| 10 yrs < 15 yrs | 196 hrs |
| 15 yrs < 20 yrs | 216 hrs |
| 20 yrs < 25 yrs | 236 hrs |
| 25 yrs and over | 256 hrs |

The PTO year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st of each year in which this Agreement continues in effect, except that in the anniversary

year of 1, 2, 5, 10, 15, 20 and 25 years the employee earns PTO at the higher rate for the entire year.

Employees eligible for 5 weeks must take 1 week prior to April 30th.

Employees will be considered on PTO from quitting time of their last scheduled day of work prior to the start of their PTO until starting time of their first scheduled day after their PTO. This would mean that the Company will not offer overtime to those employees in the above-described time frame. Holidays and non-scheduled days running concurrently with the employee's PTO shall be classified as non-scheduled days.

Section 31.02

Part-time employees shall be allowed PTO time in the following manner:

Regular part-time employees scheduled for 20 to 30 hours per week are eligible for one-half (1/2) of the PTO time that a full time employee with the same length of service is entitled to. PTO time for employees changed from part-time to full-time, or full-time to part-time, is determined on a prorated basis for the time worked in the respective status during the year.

Section 31.03

With prior management approval, PTO may be taken for intervals less than forty (40) hours.

Section 31.04

No PTO will be scheduled in excess of their PTO credit. PTO pay will be computed at the employee's straight-time rate of pay.

Section 31.05

PTO pay will be paid during regular pay periods.

Section 31.06

Employees will be permitted a choice of PTO time on a seniority basis, by reporting location or district, insofar as operating schedules permit. When districts are combined for standby purposes, PTO schedules may be combined as well.

- (a) Beginning as of October 1st of each year, the Company will poll employees in order of seniority and thereby give the employees an opportunity of selecting the PTO periods of their choice; and, insofar as possible, the desires of the employees involved will be given consideration, greatest seniority being recognized in the event of conflict of selections of respective employees. Employees will be required to choose their full weeks of PTO in the initial 45 day scheduling period, once the full weeks of PTO have been chosen by all employees, employees will then be polled in order of seniority to choose their day at a time PTO selections. The entire selection process will be completed within sixty (60) calendar days.

In the event it becomes necessary to restrict a time period of PTO for operational needs after the PTO schedule has been finalized the Company shall notify the Union as soon as the Company first has knowledge of the need. The parties shall meet and discuss the need for restriction in an attempt to resolve the issue. Employees whose PTO schedule has to be changed may reschedule their PTO at a time of their choice from available weeks.

After December 30th, by mutual agreement of the employee and supervisor, an employee who wishes to exchange a scheduled PTO period must notify supervision of his/her request 14 calendar days prior to the earlier of the scheduled PTO period or the newly requested PTO period. After December 30th, by mutual agreement of the employee and supervisor, an employee may be permitted to exchange a scheduled PTO period.

- (b) Any employee who fails to indicate a choice of PTO will be construed to have waived whatever right he/she may have had to choose his/her PTO period.
- (c) A copy of the PTO schedule will be posted no later than December 15th of previous calendar year.
- (d) Workload, service conditions and other requirements of the business permitting, the PTO schedules shall be prepared in such a manner as will permit a maximum number of PTO to be taken during the more desirable PTO periods.

Section 31.07

PTO time assignment which has been confirmed to an employee shall not be changed, except in cases of illness of other employees or emergency or for other causes beyond the control of the Company. **In the event that**

cancellation by the Company of scheduled PTO is necessary and no alternative date is agreed upon, the employee will be given the choice of carrying a maximum of 40 hours over to the next calendar year, or being paid the equivalent of the scheduled PTO time that was cancelled within the next pay period.

Section 31.08

An employee's PTO period will not be changed after the PTO has begun, except for an extreme emergency.

Section 31.09

The needs of the service demanding, the Company may restrict PTO scheduling during peak periods of service.

Section 31.10

The Paid Time Off program includes both Scheduled PTO and Unscheduled PTO. Scheduled PTO are those hours selected by the employee in accordance with the PTO selection process. Unscheduled PTO occurs when an employee requests time away from work that is not pre-scheduled **and is not approved by the supervisor. Scheduled PTO** hours are included as part of the standard work week for purposes of computing overtime.

Section 31.11

Unscheduled unapproved PTO time **is not included as part of the standard work week for purposes of computing overtime and** will count as an occurrence under the attendance plan.

Section 31.12

Employees shall be allowed to carry over up to 40 hours of PTO time to be used by **December 31st** of the following year. **Any carryover hours not used by December 31st will be forfeited.**

Section 31.13

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

If an employee's termination date is between December 26 and December 31, the employee will be entitled to receive pay for the full amount of PTO hours which would have otherwise been earned and taken during the next calendar year. Employees that terminate prior to December 26, for any reason other than retirement, will not be eligible for any payment of any PTO which is being earned in the current year and to be taken during the next calendar year.

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

ARTICLE 32 TELEPHONE CONCESSION

Section 32.01

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

Section 32.02

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan.

ARTICLE 33 PAYMENT FOR TIME NOT WORKED

FUNERAL LEAVE

Section 33.01

If an employee is absent from scheduled duties because of death in the family, straight-time pay shall be made for up to five days of paid leave for a death in the "immediate family" and up to three days leave for "other covered relatives."

"Immediate family" is interpreted to mean the employee's spouse, domestic partner, parents, stepparents, children, stepchildren.

“Other Covered Relatives” is interpreted to mean the employee’s brothers, sisters, stepbrothers and stepsisters, aunt, uncle, grandparent, grandchild, niece, nephew, in-law (including mother, father, son, daughter, brother, sister, and grandparents).

JURY AND WITNESS DUTY

Section 33.02

Employees appearing for jury **or witness** duty, if subpoenaed and scheduled to appear on scheduled workdays, shall receive payment from the Company at their regular basic wage rate for each hour spent in such capacity. Payment shall not exceed a maximum of 8 hours per day.

QUARANTINE

Section 33.03

Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company shall be subject to the same treatment as absence due to personal illness as provided under Article 34.

MILITARY LEAVE

Section 33.04

- (a) An employee who enters military service will be granted a leave of absence, without pay, and with continuing seniority and re-employment rights in accordance with Federal and State Law pertaining to such military leave.
- (b) Employees who are members of the National Guard or reserve units of the National Guard or reserve units of the Armed Forces shall be given leave of absence for the annual training period not to exceed two weeks.
- (c) Difference in pay applicable to Section (b), above, will be based on the difference between Company pay and Government pay. For this purpose Government pay will include basic pay, pay for special or hazardous duty, and for those with dependents, the difference between quarters allowances established for members of the Armed Forces with dependents and those established for members of the Armed forces of equal rank without dependents.
- (d) To be eligible for the benefits in Sections (b) and (c), above, a copy of the employee's notice to report (showing time and place) from the respective

Government agency must be furnished by the employee to his supervisor prior to such absence.

ARTICLE 34 SHORT TERM DISABILITY

Section 34.01

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

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

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

Section 34.02

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

Section 34.03

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.

Section 34.04

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

- a) For employees hired, re-hired or transferred into this bargaining unit before January 1, 2019, 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) For employees hired, re-hired or transferred into this bargaining unit on or after January 1, 2019, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

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

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

Section 34.05

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.

Successive disabilities due to the same cause that are separated by thirty (30) calendar days or less of active full time employment will be considered one disability.

ARTICLE 35 WORKERS' COMPENSATION BENEFITS

Section 35.01

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

Section 35.02

For employees hired, re-hired or transferred into this bargaining unit before January 1, 2019, the company will provide an employee a salary continuation benefit (called **Supplemental** Workers' Compensation Pay or **SWCP**) equal to 85% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2019, the Company will provide an employee a salary continuation benefit (called **Supplemental** Workers' Compensation Pay or **SWCP**) equal to 70% of regular base pay when combined with an approved Worker's Compensation claim and statutory payment.

For eligible employees that have completed one year of service, the salary continuation benefit is available up to a maximum of 1040 hours for a single disability beginning on the 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. Employees with less than one year of completed service are not eligible for SWCP.

Section 35.03

An employee is never entitled to more than 85%/70% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both **SWCP** salary continuation and Worker's Compensation benefit payments in excess of 85%/70% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.

Section 35.04

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

ARTICLE 36 HEALTH & WELFARE

Section 36.01

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.

Section 36.02

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).

Section 36.03

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.

Section 36.04

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

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

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

ARTICLE 37 PENSION AGREEMENT

The Company has adopted the Embarq Pension Component of the CenturyLink Combined Pension Plan (referred to herein as the “Retirement Pension Plan”) and except as provided in Section 37.03 below, agrees to include Eligible Employees covered by this Agreement as Members of such Retirement Pension Plan in accordance with the Pension Agreement below. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include Embarq Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. Except as provided in Section 37.03 below, any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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

Section 37.01 Embarq Pension Component of the CenturyLink Combined Pension Plan

The Company agrees to provide to Members who are Eligible Employees as defined by the Embarq Pension Component of the CenturyLink Combined Pension Plan (referred to herein as the "Retirement Pension Plan"), pension benefits in the form of a Retirement Allowance hereinafter specified in this Agreement effective **November 4, 2019** subject to the terms and conditions of the Retirement Pension Plan. All terms defined in the Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicated otherwise. All capitalized terms are as defined in the Retirement Pension Plan.

Except as provided in Section 37.03 below, a Member shall mean an employee of United Telephone Company of Indiana, Inc. (UTCI), represented by Union Local 723 of the International Brotherhood of Electrical Workers (IBEW) who is eligible to participate in the Retirement Pension Plan pursuant to Article II of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Embarq Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that Continuous Service and Credited Service shall be determined in accordance with definitions in Sections 1.9, Continuous Service, and 1.11, Credited Service, respectively, of the Retirement Pension Plan, except as specifically provided to the contrary herein

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Member until and unless revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between UTCI and Local 723 of IBEW is not in force, the Retirement Allowance of any Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement with a pension table increase. No Credited Service shall be earned following such date. Continuous Service shall continue to be earned in accordance with Section 1.9, Continuous Service, of the Retirement Pension Plan. A Member may retire as provided in the Retirement Pension Plan following such termination date and receive the Retirement Allowance determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form

other than a life annuity or commences on a day other than the Member's Normal Retirement Date as defined in the Retirement Pension Plan.

Section 37.02 Amount of Allowance

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

Section 37.03 – Hired, Rehired, or Transferred Employees On or After July 1, 2015 into IBEW 723

Any Employee who is first hired by the Company into IBEW 723 on or after July 1, 2015 shall not be eligible to become an Eligible Employee of the Retirement Pension Plan and shall not be eligible to become a Member in the Retirement Pension Plan. If such an Employee later transfers to another union that allows pension benefit accruals, under the Retirement Pension Plan, service with the Company earned prior to the transfer will not be used to determine the Employee's Retirement Allowance but such service shall be considered for purposes of eligibility, participation and vesting.

Any Legacy Embarq Employee who is rehired or recalled into IBEW 723 on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being rehired or recalled by IBEW 723 on or after July 1, 2015 to the extent he was not given a distribution of his entire prior Vested Interest prior to being rehired **or recalled**. Service on or after July 1, 2015 for such Employee will be earned only for purposes of participation, vesting and eligibility for

any type of Retirement Allowance earned prior to being rehired **or recalled** (i.e. Normal, Early, Special Early, Deferred Vested, Disability and Death benefit).

Any Legacy Embarq Employee who first becomes covered under the IBEW 723 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the IBEW 723 Agreement) on or after July 1, 2015 is not eligible to become a Member in the Retirement Pension Plan for purposes of accruing an additional Retirement Allowance under such Retirement Pension Plan. Such Employee shall remain a Member solely with respect to the amount of any Retirement Allowance accrued prior to being covered under the IBEW 723 Agreement on or after July 1, 2015, to the extent he was not given a distribution of his entire prior Vested Interest prior to being covered under the IBEW 723 Agreement. Service on or after July 1, 2015 for such Employee will be considered only for purposes of participation, vesting and eligibility for a Retirement Allowance (Normal, Early, Special Early, Deferred Vested, Disability and Death benefit), and not for accruing an additional benefit.

Any non-Legacy Embarq Employee who first becomes covered under the IBEW 723 Agreement through any means (including, but not limited to job bid, transfer, or any process by which the National Labor Relations Board orders that other represented or unrepresented CenturyLink employees are or should be covered under the IBEW 723 Agreement) or rehired into IBEW 723 on or after July 1, 2015 shall not become an Eligible Employee and shall not be eligible to become a Member in Retirement Pension Plan. Service on or after July 1, 2015 for such Employee will be considered only for purposes of determining participation, vesting and eligibility for a pension benefit in such Employee's former pension plan(s), if any. If such an Employee later **becomes covered under** another union that allows benefit accruals under the Retirement Pension Plan, service earned with IBEW 723 prior to the subsequent **move from IBEW 723** will not be used to determine the Retirement Allowance in the Retirement Pension Plan but such service will be considered for purposes of eligibility, participation and vesting.

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

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

Section 37.04. Lump Sum Benefit Payment Option

The Company may, at its sole option and discretion, amend the Retirement Pension Plan to provide a lump sum benefit payment option to Members represented by IBEW Local 723, effective as of the date specified in the Retirement Pension Plan. Members represented by IBEW Local 723 who elect to receive their Retirement Allowance in the form of a lump sum must make their election within the timeframe and pursuant to the procedures established by the Plan Administrator for the Retirement Pension Plan. Any lump sum benefit payment option will be based on the present value of the Member's single life annuity benefit and calculated and paid solely as provided in the Retirement Pension Plan and subject to the terms of the Retirement Pension Plan. This Section is not, and is not intended to be, an amendment of the Retirement Pension Plan which can only be amended by authorized persons designated by the Retirement Pension Plan terms.

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

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

ARTICLE 38 SAVINGS PLAN AGREEMENT

Section 38.01

The Company has adopted the CenturyLink Union 401(k) Plan (the “401(k) Plan”) and agrees to include employees covered by this Agreement as members of such 401(k) Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Plan Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Plan Agreement and to make Company contributions thereto. Said Savings Plan Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include CenturyLink Corporation) retains the right to make such changes in the 401(k) Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the 401(k) Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the 401(k) Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said 401(k) Plan, or to administer said 401(k) Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the 401(k) Plan shall apply to all similarly situated employees of the Company in a uniform manner.

Section 38.02

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

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

Section 38.03 - Employee Contributions

- (a) Each participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participants’ wage. Such bi-weekly wage deductions shall be increments of one percent (1%) and shall be contributed to the Participant’s account. The

participant may contribute on a pre-tax, after-tax, Roth basis or any combination.

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

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

Section 38.04 Company Contributions

- (a) For employees hired, re-hired, or who become covered under the IBEW 723 Agreement through any means on or before June 30, 2015, the Company shall contribute a Company Matching Contribution equal to 25 percent of the Participant's Contribution up to a maximum of 6 percent of eligible wage.
- (b) For employees hired, re-hired, or who become covered under the IBEW 723 Agreement through any means on or after July 1, 2015, the Company may contribute a Company Match Contribution in accordance with the same matching contribution formula under the CenturyLink Dollars & Sense 401(k) Plan for Non-Bargaining Employees as soon as administratively feasible.

ARTICLE 39 NONDISCRIMINATION

Section 39.01

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin or because the employee is handicapped, a disabled veteran,; or a veteran of the Vietnam era; and the parties will abide by the Americans with Disability Act.

ARTICLE 40 EFFECT OF LAW

Section 40.01

Nothing herein shall be construed to require either party hereto to act contrary to any State or Federal law or regulation.

Section 40.02

In the event any such conditions of conflict arise, it is agreed that this Agreement shall be deemed to be modified and amended in purpose, in respect to either or both parties, to the extent necessary to comply with such law or regulation.

**ARTICLE 41
NO STRIKE/NO LOCKOUT**

It is understood between the parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company. The Union agrees that it will not initiate, authorize, or sanction a strike, work stoppage, or slowdown, nor shall employees engage in an unauthorized strike, work stoppage, or slowdown; to include employee participation in a sympathy strike in conjunction with personnel outside of the bargaining unit. This also includes the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management.

The Company further agrees that it will not lockout its employees.

**ARTICLE 42
UNIFORMS**

The Company will provide at its discretion either an appropriate number of uniforms or an annual credit, for the purchase of approved garments through the Company authorized vendor to employees in those **titles** which the Company deems appropriate. Color, style, material blend, and type of clothing will be determined by the Company.

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

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

**ARTICLE 43
INCENTIVE AND/OR RECOGNITION PROGRAM**

"Nothing in this Agreement shall affect or limit the right of the Company to develop and implement, modify or delete such recognition programs,

incentive programs as it chooses; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, to reward employees for improved performance or efficiencies or otherwise. 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.

The Company agrees to provide affected employees with a written statement of their incentive, bonus and/or commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such incentives, bonuses and/or commissions.

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

ARTICLE 44 VOLUNTARY BENEFITS

The Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits Program as it is applicable to non-represented employees of the Company.

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

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

ARTICLE 45
ERISA BENEFIT PLANS

All disputes, complaints and questions, and any other issues arising out of or in any way connected with any ERISA benefit plan as noted in **Article 34 Short Term Disability**, Article 36 Health & Welfare, Article 37 Pension Agreement, Article 38 Savings Agreement and Article 46 Voluntary Benefits shall be exclusively resolved in accordance with the underlying plan procedures and ERISA, and shall not be subject to Article 11 Grievance Procedure and Article 12 Method of Arbitration.

ARTICLE 46
CONTRACT PRINTING

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

IN WITNESS WHEREOF, This Agreement is entered into this 4th day of **November 2019**.

United Telephone Company
of Indiana, Inc.

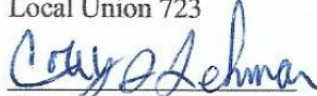


Tim Elbert
Vice President
Network



Bryan Smith
Senior Director
Labor Relations

International Brotherhood
of Electrical Workers,
Local Union 723



Corey J. Lehman
Business Manager

Negotiating Committee:

Troy Long
Deanna Moore
Amy Rehberg
Don Studebaker

Union Negotiating Committee

Mark Herald
Corey Lehman
Zeke Stewart
Dan Tolomay

APPENDIX A
WAGE SCHEDULE

| <u>Wage Group</u> | <u>Job Titles</u> |
|--------------------------|--|
| Group I02 | Lineworker |
| Group I05 | Construction Tech, Customer Svc Tech |
| Group I06 | Network Tech, Business Svc Tech I, Equipment Installer |
| Group I08 | Network Tech II |

NOTES TO SCHEDULE

The Company may, at its option, appoint the senior qualified employee in a work group to be an Acting Work Leader for not less than one day and receive a \$.50 cents per hour premium while so assigned.

The Company may, at its option, offer by Bargaining Unit seniority by rotation to be an Acting Supervisor and receive \$8.00 per day when so assigned.

It is mutually agreed that effective with the paycheck received on May 14, 1999, the biweekly pay method will be direct deposit.

D

CENTURYLINK
WAGE SCHEDULE - IBEW 723 - Warsaw, IN
EFFECTIVE: November 4, 2019*

Appendix A

| STEP | WAGE SCHEDULE | | | |
|------------------|--------------------------------------|------------|------------|------------|
| | I02 | I05 | I06 | I08 |
| Start | \$12.73 | \$13.82 | \$13.94 | \$14.05 |
| 6 Months | \$13.30 | \$14.43 | \$14.57 | \$15.32 |
| 12 Months | \$14.11 | \$15.33 | \$15.46 | \$16.70 |
| 18 Months | \$15.23 | \$16.52 | \$16.70 | \$18.22 |
| 24 Months | \$16.64 | \$18.04 | \$18.21 | \$19.85 |
| 30 Months | \$18.28 | \$19.83 | \$20.03 | \$21.64 |
| 36 Months | \$20.22 | \$21.95 | \$22.15 | \$23.61 |
| 42 Months | \$22.45 | \$24.35 | \$24.56 | \$25.72 |
| 48 Months | \$24.92 | \$27.04 | \$27.29 | \$28.05 |
| 54 Months | \$27.70 | \$30.05 | \$30.36 | \$32.02 |
| Group I02 | Lineworker | | | |
| Group I05 | Construction Tech, Customer Svc Tech | | | |
| Group I06 | Network Tech | | | |
| Group I08 | Network Tech II | | | |

**Due to ratification date, rates are effective 11/03/19*

IBEW 723
IN

62

Nov. 4, 2019

CENTURYLINK
WAGE SCHEDULE - IBEW 723 - Warsaw, IN
EFFECTIVE: August 1, 2020*

Appendix A

| STEP | WAGE SCHEDULE | | | |
|------------------|---------------|--------------------------------------|---------|---------|
| | I02 | I05 | I06 | I08 |
| Start | \$12.92 | \$14.03 | \$14.15 | \$14.26 |
| 6 Months | \$13.50 | \$14.65 | \$14.79 | \$15.55 |
| 12 Months | \$14.32 | \$15.56 | \$15.69 | \$16.95 |
| 18 Months | \$15.46 | \$16.77 | \$16.95 | \$18.49 |
| 24 Months | \$16.89 | \$18.31 | \$18.48 | \$20.15 |
| 30 Months | \$18.55 | \$20.13 | \$20.33 | \$21.96 |
| 36 Months | \$20.52 | \$22.28 | \$22.48 | \$23.96 |
| 42 Months | \$22.79 | \$24.72 | \$24.93 | \$26.11 |
| 48 Months | \$25.29 | \$27.45 | \$27.70 | \$28.47 |
| 54 Months | \$28.12 | \$30.50 | \$30.82 | \$32.50 |
| Group I02 | | Lineworker | | |
| Group I05 | | Construction Tech, Customer Svc Tech | | |
| Group I06 | | Network Tech | | |
| Group I08 | | Network Tech II | | |

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

CENTURYLINK
WAGE SCHEDULE - IBEW 723 - Warsaw, IN
EFFECTIVE: August 1, 2021*

Appendix A

| STEP | WAGE SCHEDULE | | | |
|-------------|----------------------|------------|------------|------------|
| | I02 | I05 | I06 | I08 |
| Start | \$13.05 | \$14.17 | \$14.29 | \$14.40 |
| 6 Months | \$13.64 | \$14.80 | \$14.94 | \$15.71 |
| 12 Months | \$14.46 | \$15.72 | \$15.85 | \$17.12 |
| 18 Months | \$15.61 | \$16.94 | \$17.12 | \$18.67 |
| 24 Months | \$17.06 | \$18.49 | \$18.66 | \$20.35 |
| 30 Months | \$18.74 | \$20.33 | \$20.53 | \$22.18 |
| 36 Months | \$20.73 | \$22.50 | \$22.70 | \$24.20 |
| 42 Months | \$23.02 | \$24.97 | \$25.18 | \$26.37 |
| 48 Months | \$25.54 | \$27.72 | \$27.98 | \$28.75 |
| 54 Months | \$28.40 | \$30.81 | \$31.13 | \$32.83 |

| | |
|------------------|--------------------------------------|
| Group I02 | Lineworker |
| Group I05 | Construction Tech, Customer Svc Tech |
| Group I06 | Network Tech |
| Group I08 | Network Tech II |

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

APPENDIX B

LETTER OF AGREEMENT #1

This Agreement should not be regarded as a reference point to interpret Article 23.01 of our current contract. Rather, this Agreement represents a workable solution to our issue regarding drop work (repair only), which has been in dispute for some time.

The Company will have the ability to work contractors from the hours of 5:00 a.m. until 7:00 p.m., Monday through Friday, to do buried drops for the purpose of repair without regard to any overtime restrictions. Any repair-related drop work offered to contractors outside of those hours would represent a violation of this Agreement. It is understood between the parties there is no restriction at all on drop work done on an installation basis.

The remedy for violating this Agreement would be either an offer by the Company to allow our employees to perform an equivalent amount of drop work on an overtime basis (outside their regularly scheduled shift) or an offer of payment for the time not worked.

LETTER OF AGREEMENT #2

It is agreed between the parties that the Company has the right, based on previously closing/consolidating service centers, to consolidate or transfer work performed within the established jurisdiction of the Union, including work functions which can be performed remotely, to other Company locations or affiliates. In such cases the Company will advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

MEMORANDUM OF AGREEMENT
Between
UNITED TELEPHONE COMPANY OF INDIANA, INC.
And
IBEW LOCAL 723

Network Technician II

United Telephone Company of Indiana, Inc. and the International Brotherhood of Electrical Workers agree to the following relative to the **Network Technician II** job title.

The **Network Technician II** position will serve a critical role for the Company in providing service for key customers with advanced products. Candidates awarded these position(s) will be required to have and maintain industry and vendor certifications as determined by the Company which will be noted in the job posting. The Company shall have the unilateral right to adjust certification requirements to keep up with changing technology.

The Parties understand that these positions may be difficult to fill and retain due to the specialized skills needed and that the assignment of work for employees in this **title** needs to provide a great degree of flexibility in order to efficiently operate.

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

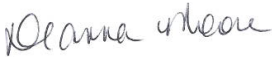
New employees hired into the **Network Technician II** job title will have **twelve (12)** months to obtain the required minimum certifications. If an employee does not obtain the required minimum certifications, his/her employment will be terminated.

An internal candidate who is awarded a **Network Technician II** position will have **twelve (12)** months to obtain the required minimum certifications. If an internal candidate is not able to obtain the required minimum certifications, or is not able to maintain the required minimum certifications, the employee will be allowed to exercise his/her seniority rights under Article 29.02.

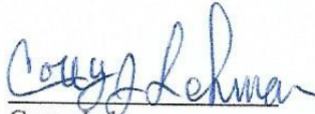
Time for formal training and the cost associated with the training, certification, and re-certification will be covered by the Company.

The Network Technician and the Network Technician II will be considered as one title for the purposes of PTO scheduling, choice of tours, voluntary separation, and layoff.

This Memorandum of Agreement is effective **November 3, 2019** and will remain in effect until July 31, **2022**, unless extended in writing by both parties.



Deanna Moore
Labor Negotiator



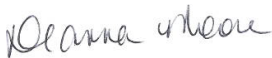
Corey Lehman
Business Manager
IBEW Local 723

MEMORANDUM OF AGREEMENT
Between
UNITED TELEPHONE COMPANY OF INDIANA, INC.
And
IBEW LOCAL 723

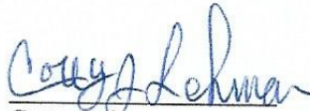
Right to Work Law

As a result of the State of Indiana passing a “Right to Work” law in 2012, the parties have re-negotiated provisions of the above-referenced collective bargaining agreement addressing Union membership, as well as the deduction and payment of Union dues or agency fees (sometimes known as “Union security provisions”). Those re-negotiated provisions appear in Article 7, Union Security.

In exchange for the Union agreeing to “T.A.” this proposal, the Company agrees that should the current “Right to Work” law in Indiana be repealed, or rendered a nullity by a final court order (that is, after appellate review, if taken or sought, has been exhausted), the applicable language in the former collective bargaining agreement will be restored to and replace the language negotiated in 2014.



Deanna Moore
Labor Negotiator



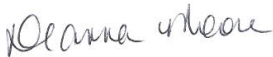
Corey Lehman
Business Manager
IBEW Local 723

MEMORANDUM OF AGREEMENT
Between
UNITED TELEPHONE COMPANY OF INDIANA, INC.
And
IBEW LOCAL 723

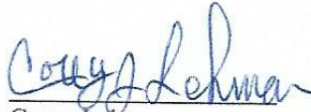
Lineworker

During the term of this Agreement, any employee in the Lineworker job title will have the option to be upgraded to the Construction Technician job title, without that change being subject to the posting and bid procedure outlined in Article 14. Should any employee desire to exercise this option, he should notify his supervisor.

Once the Lineworker title is vacant, all references to the Lineworker job title historically covered by this agreement will be eliminated effective with the understanding that this work has been and may continue to be performed exclusively by contractors. If, in the future, the Company determines in its sole discretion the need for Company employees to be added back to the workforce to perform Lineworker duties within the IBEW territory covered by this agreement, it will fall under the jurisdiction of IBEW Local 723. The Company will meet with the Union at that time to discuss the wage rates for this affected title.



Deanna Moore
Labor Negotiator



Corey Lehman
Business Manager
IBEW Local 723

Embarq Indiana – IBEW 723
 PENSION PLAN
 FLAT DOLLAR BENEFIT UNITS
 Monthly Benefit Per Year of Service

| Job Title | Wage Schedule | AGES | | | | | | | | | | | |
|---------------|---------------|------------------|-------|-------|-------|-------|-------|---------------|-------|-------|-------|-------|--|
| | | 65-70 | 64 | 63 | 62 | 61 | 60 | 59 | 58 | 57 | 56 | 55 | |
| | | November 3, 2019 | | | | | TO | July 31, 2022 | | | | | |
| 1. Schedule 3 | I02 | 56.80 | 54.00 | 51.10 | 48.30 | 45.40 | 42.60 | 39.80 | 36.90 | 34.10 | 31.20 | 28.40 | |
| 2. Schedule 4 | I09 | 57.40 | 54.50 | 51.70 | 48.80 | 45.90 | 43.10 | 40.20 | 37.30 | 34.40 | 31.60 | 28.70 | |
| 3. Schedule 5 | I04 | 60.00 | 57.00 | 54.00 | 51.00 | 48.00 | 45.00 | 42.00 | 39.00 | 36.00 | 33.00 | 30.00 | |
| 4. Schedule 6 | I05 | 61.60 | 58.50 | 55.40 | 52.40 | 49.30 | 46.20 | 43.10 | 40.00 | 37.00 | 33.90 | 30.80 | |
| 5. Schedule 7 | I06 | 62.20 | 59.10 | 56.00 | 52.90 | 49.80 | 46.70 | 43.50 | 40.40 | 37.30 | 34.20 | 31.10 | |
| 6. Schedule 8 | I08 | 65.30 | 62.00 | 58.80 | 55.50 | 52.20 | 49.00 | 45.70 | 42.40 | 39.20 | 35.90 | 32.70 | |

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*Safety for EVERYONE
is accomplished through sincere
desire, honest effort, common sense,
and support by EVERYONE!*