

**WAGES AND WORKING CONDITIONS AGREEMENT**

**BETWEEN**

**QWEST CORPORATION**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**AGREEMENT**

Effective on this date, October 7, 2012, the Communications Workers of America (hereafter the "Union") and Qwest Corporation d/b/a as Centurylink QC which have employees presently represented by the Union, (hereafter collectively referred to as the "Company") agree as follows.

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## **PREAMBLE**

The Agreements of August 13, 1989, between the Union and the Company, superseded any and all past practices, policies, or procedures, either oral or written, which existed between the parties prior to the date of those Agreements. This Agreement between the Union and the Company continues the effect of that understanding and will govern the relationship between the parties during its term. No modification to this Agreement shall be effective unless signed by the parties.

## DEFINITIONS

Agree	When used in the context of non-mandatory subjects of bargaining, the parties will strive for consensus on a particular issue, after making a good faith effort during a reasonable period of time. If, however, the parties do not reach agreement on an issue, the Company may move forward and implement its decision. The Union may pursue its concerns through the applicable processes.
Basic Wage Rate	The rate of pay, exclusive of all differential or premium payments.
Calendar Day	Shall be one which starts during the period of time at or after midnight and ends prior to midnight of that calendar day.
Calendar Week	Seven (7) consecutive days, Sunday through Saturday.
Contracting	Contracting shall refer to work performed by contractors, sub-contractors, vendors, or leased workers.
Contractors	Contractors shall refer to contractors, sub-contractors, vendors, or leased workers.
Discuss	The Company will offer the Union the opportunity to review pertinent data and openly discuss questions or concerns. The Company will consider and respond, as appropriate, to matters raised by the Union.
Equivalent Work Week	The result of a formula that is used to determine the applicable pay eligible Regular and Seasonal Part-Time employees receive for contractually authorized holidays, vacations, personal time, sickness absence and separation payments.
Incidental Overtime	Incidental overtime is defined as the amount of overtime an employee needs to complete their final work assignment of the day. Examples would include employees clearing the queue and/or completing the ticket/order being worked on at the end of

their normally scheduled tour. Incidental overtime will not exceed one (1) hour.

Mandatory Overtime

Mandatory overtime is defined as overtime that employees are required to work as determined by the Company.

Needs of the Business

Any and all requirements deemed necessary to manage the business as determined by the Company.

Organization

Identifiable divisions as defined by the Company that provides products and services to specific customer markets and/or provide specific services and technical support.

Primary Reporting Place (PRP)

Any site or location designated by the Company and used to determine the appropriate travel time, expense treatment and transportation allowances when an employee is temporarily assigned to work at a different site or location.

Prorated

That which has been divided or distributed proportionately.

Review

The Company will provide advance information about an issue to enable the Union to understand the topic/plan and to communicate such information to its membership, if appropriate.

Schedule

The working hours and days of the week which an employee has been assigned.

Session

One-half (1/2) or approximately one-half (1/2) a tour prior to or following a meal period.

Split Tour

A tour with unpaid intermissions of more than one (1) hour but not greater than five (5) hours. A split tour will not span more than thirteen (13) hours.

Term of Employment (TOE)

Length of service (employment) as determined by the Company and as defined in the Qwest Pension Plan for employees covered by this Agreement.

Time Paid/Not Worked

When applicable, primarily includes: vacation time, personal time, Organization personal time, contractually authorized holidays, short term disability, incidental illness, and authorized Company/Union meeting time.

Tour

An employee's scheduled or assigned hours on a particular calendar day.

Voluntary Overtime

Voluntary overtime is defined as overtime as assigned by the Company that the employee agrees to work.



## ARTICLE 1

### RECOGNITION AND RESPONSIBLE RELATIONSHIP

#### RECOGNITION

**Section 1.1** The Company recognizes the Union as the exclusive representative of Qwest employees in the job titles listed in Addendum 5 of this Agreement in the locations listed in Addendum 6 of this Agreement for purposes of collective bargaining in respect to rates of pay, hours of work and other terms and conditions of employment. For purposes of this recognition, the Union shall continue to represent those employees who were represented by the Union at the time of entry into this Agreement or who thereafter hold a presently represented job title within the unit presently represented by the Union. By the recognition described in this paragraph, the parties do not intend to expand, diminish, or alter the Union's current scope of representation.

#### JOB TITLES AND JOB BRIEFS

**Section 1.2** No job titles will be added to or deleted from this Agreement without Union agreement except for the addition of job titles as described in Article 6. Discussion shall occur with the Union prior to the depopulation of a job title recognized under Section 1.1. In addition, all changes to the job briefs maintained by the Staffing group shall be discussed with the Union prior to implementation. If the Union requests a job analysis as set forth in Article 6 as a result of such a change, and it meets the job evaluation criteria, the Company shall perform such an analysis.

#### MOVEMENT OF WORK

**Section 1.3** Work (job duties/functions) performed by represented employees will continue to be modified and change due to the implementation of new technology and/or the restructure of work processes. These changes have the potential to modify, eliminate and/or combine the work presently performed by represented employees with the work presently performed by non-represented Qwest employees. Qwest maintains the right to assign work, but agrees that when restructure and/or technology changes result in the potential for work presently performed by represented employees to be moved to Qwest non-represented employees the Company shall make decisions regarding such movement of work that do not violate the following principles:

- (1) CWA acknowledges that the implementation of new technology and/or reorganization of work have the potential to cause work to be eliminated or absorbed into the work of represented or non-represented employees (e.g., clerical employees processed paper time sheets; now most employees directly report time to payroll using a telephone).

These types of work changes do not fall under the scope of this Section.

- (2) Work performed by a title(s) recognized under Section 1.1 that remains similar or the same will remain as work performed by represented employees unless:
  - (a) there is a permissible movement of work under any other principle in this Section;
  - (b) there is a business need to reallocate work that is currently allocated between represented employees and non-represented employees (such as we currently have in Small Business where represented and non-represented employees handle customer sales based on size or other differentiating factors) and the reallocation does not directly result in a surplus; or
  - (c) after a good faith review of relevant circumstances, it is agreed between the Company and Union at the Bargaining Agent level that the movement of work is appropriate.
- (3) Work performed by title(s) recognized under Section 1.1 that remains essentially the same after the implementation of new technology (e.g., employees would be performing essentially the same work, but with a new computer system) shall continue to be performed by represented employees, and represented employees will be trained on the new technology.
- (4) When the contemplated movement of work is driven by a reorganization and/or a technology change that will result in work performed by represented employees being combined with work performed by non-represented Qwest employees, the group (either represented or non-represented) that performed more than half of the work of the changed position prior to the reorganization shall perform the combined functions, subject to any National Labor Relations Act (NLRA) limitations.
- (5) In situations where there are parallel work functions; i.e., both bargaining unit and non-bargaining unit employees are performing the same work or different subsets of the same work (e.g., represented employees perform desktop support for one Organization but not another Organization), an analysis shall be conducted to determine which group can best perform the work emphasizing a goal of not diminishing the bargaining unit.

In order to further these commitments, The Executive Work Council (EWC) will be created as outlined in Addendum 3. The EWC shall review any restructure and/or technological change initiated by the Company prior to implementation that could result in a significant amount of work performed by represented employees being moved to Qwest non-represented employees. A significant amount shall be defined as the movement of five (5) or more employees' work to Qwest non-represented employees. However, CWA reserves the right to challenge through the EWC process, including arbitration, the significant movement of work to non-represented Qwest employees that occurs over a period of time if it is not brought to the EWC by the Company. Situations not contemplated by the above referenced principles or that may create a potential conflict between two principles will be resolved by the EWC.

## **ORGANIZING AND NEUTRALITY**

**Section 1.4** The Company agrees to remain neutral during any organizing campaign of employees eligible for union representation under the NLRA. This means that the Company will not hold any captive audience meetings, and when responding to inquiries, will only advise employees that it is an individual employee's choice to support or not support the Union's organizing efforts and/or join or not join the Union. The Company, including its supervisors, will not take any action or make any statements that will state or imply any opposition by the Company to the selection by such employees of a collective bargaining agent. The Union agrees that information distributed (verbally or in writing) will contain accurate information that is not disparaging towards the Company or any of its employees and that it will not attempt to organize any employees in the Human Resources, Labor Relations, or Legal departments.

The Company agrees that when non-represented employees of the Company who perform duties similar to currently represented employees choose representation by CWA as a result of organizing efforts, the Company shall apply this Collective Bargaining Agreement except as to provisions which the Company can establish would cause it financial hardship if implemented for this newly represented group of employees. As to such provisions, the parties will meet and negotiate to resolve such financial hardships.

In other instances in which employees of the Company choose representation by CWA as a result of organizing efforts (e.g., the Union has organized employees who worked for an acquired company or who do not perform work that is similar to that of existing represented employees), the Company shall apply the grievance/arbitration procedures and other administrative provisions of this Collective Bargaining Agreement to these newly represented employees unless otherwise agreed. In addition, the Company will perform a good faith evaluation of whether these employees can be represented under the remaining terms and conditions of this Collective Bargaining Agreement in a cost effective manner. If so, the employees will be represented under the terms and conditions of this Collective Bargaining Agreement. Otherwise, the Company and Union will meet and negotiate an appropriate Addendum that could modify work rules, benefits, or other terms and conditions of the

Agreement for those employees in such a manner that economic requirements can be met.

## **RESPONSIBLE UNION-COMPANY RELATIONSHIP**

**Section 1.5** The Company and the Union recognize that it is in the interest of both parties and the employees that all dealings between them be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union will apply the terms of the Agreement in accordance with the bargained for intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

## **SUCCESSORSHIP**

**Section 1.6** In the event of a merger or acquisition of Qwest Corporation whereby a controlling interest in Qwest Corporation is obtained by another company, or in the event of the sale to, or the acquisition by, another company of substantially all the assets of Qwest Corporation the parties agree that such company shall become the successor to Qwest Corporation shall be bound by the terms and conditions of this Collective Bargaining Agreement between Qwest Corporation and CWA, and shall assume all other duties and responsibilities of a successor (as that term is construed under the National Labor Relations Act). Qwest Corporation agrees to require any such successor to accept the terms of this Collective Bargaining Agreement by written notice. A copy of such notice shall be provided to CWA at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

## ARTICLE 2

### HOURS AND DAYS OF WORK

#### BASIC WORK WEEK

**Section 2.1** Weekly schedules and daily tours of duty shall be arranged to fit the needs of the business and with consideration for the needs of the employees. The basic work week shall be any assigned forty (40) hours in one (1) calendar week, Sunday through Saturday inclusive. Saturday and Sunday assignments shall be done on a rotational basis among the qualified group unless otherwise agreed to by the local union and Company. Weekly assignments will consist of five (5) daily tours of eight (8) consecutive hours; four (4) daily tours of ten (10) consecutive hours; or four (4) daily tours of nine (9) consecutive hours and one (1) daily tour of four (4) consecutive hours; unless otherwise agreed to under Flexible Work Arrangements.

Split tours are tours with unpaid intermissions of more than one (1) hour but not greater than five (5) hours. Split tours are limited to Screening Centers. Split tours shall be voluntary in all other Organizations unless otherwise agreed to by the local union. If scheduled, split tours shall start no earlier than 7:00 a.m. and shall end no later than 12:30 a.m. A tour shall not span more than thirteen (13) hours. Employees who are assigned split tours shall be paid an allowance of five dollars (\$5.00) per day if at least part of both sessions of the tour are worked. This allowance will not be paid if the employee requests a split tour.

An employee's tour on a particular day is his or her scheduled or assigned hours. Except as otherwise provided in this Agreement, employees shall not be paid for time not worked.

For scheduling purposes and purposes of wage administration, all tours shall be considered as falling within the calendar day on which the tour commences.

#### FLEXIBLE WORK ARRANGEMENTS

**Section 2.2** Flexible work arrangements are those varying work schedules that may be developed mutually between the Company and the local union that will provide opportunities to meet the evolving and changing needs of both the Company and the employees. Listed below are some categories of flexible work arrangements:

- (a) Flex-Time: Is a work scheduling method in which starting/stopping times can vary.
- (b) Variable Work Week Schedules: Is a method of scheduling the assigned work hours within the calendar week.
- (c) Split Tours: Employees may elect to volunteer for these tours in any Organization.

**Section 2.3** Flexible work arrangements will comply with all federal and state wage and hour laws.

**Section 2.4** Daily overtime will be paid according to Article 4, Section 4.3. If a full-time employee is working a tour under a flexible schedule, the employee shall only receive premium payment for those hours worked in excess of the employee's scheduled tour.

**Section 2.5** Where compelling business, competitive and/or employee needs exist and agreement on scheduling is not reached in a timely manner, the Company and Union Bargaining Agents will meet to develop mutually agreeable solutions.

## **NON-CONTIGUOUS ADDITIONAL HOURS**

**Section 2.6** When employees are scheduled and work non-contiguous hours that are in addition to their daily scheduled tour for that calendar day, they shall be paid for those additional non-contiguous hours in accordance with Article 5 - Call for Work.

Additional hours on a sixth and/or non-scheduled day or additional hours that are a continuation of or immediately precede and continue into the employee's scheduled tour, do not constitute non-contiguous additional hours for purposes of this section, and would not be paid in accordance with Article 5.

## **WORK SCHEDULE POSTING**

**Section 2.7** The Company may elect not to post weekly work schedules in those work groups which are normally scheduled for the same tours. If appropriate for a work group, the Company shall post or make work schedules available to employees at least seven (7) calendar days before the starting date of the weekly work schedule.

## **WORK SCHEDULE CHANGES**

**Section 2.8** The Company will inform an employee of a schedule change, including the scheduling of overtime, no later than twenty-four (24) hours prior to the start: (a) of the employee's tour or normally scheduled tour; or, (b) of the schedule change if that change is earlier than the normally scheduled tour. If the Company fails to give the employee the appropriate twenty-four (24) hours notice of a schedule change, the employee shall be paid one and one-half (1 1/2) times his or her basic wage rate for all hours actually worked outside of his or her normal tour.

The following shall be excluded from the above outlined requirements:

- (a) Incidental and voluntary overtime as defined in Section 4.7

- (b) Changes made at the employee's request
- (c) Natural disasters and national security emergencies, including but not limited to floods, tornadoes, earthquakes and other catastrophic conditions.

A work schedule shall become fixed seven (7) calendar days before the beginning of the weekly schedule.

## **TOUR SELECTION**

**Section 2.9** Choice of tours shall be based on seniority within a workgroup, needs of the business permitting.

- (a) The Company may assign employees hours of work by seniority within a job title in a work group based on each employee's preference as noted on his or her open-end Tour Preference Card. Employees shall have a choice of tours for each day of a calendar week.
- (b) In work groups ordinarily having consistent tours or weekly assignments, employees shall choose their tours quarterly or at some other time interval agreed to by the Company and the local union. Rotation can be selected as a choice of tour option if employees in the work group unanimously agree to a rotation schedule.

## **TEMPORARY TOUR COVERAGE**

**Section 2.10** When temporary tour coverage is necessary for training, vacations, holidays, personal time and illness of one (1) week or more, seniority shall be the determining factor to the extent permitted by qualifications and current work assignments in the selection of employees for temporary coverage.

## **BUSINESS DISRUPTION**

**Section 2.11** When employees report for duty and business is disrupted because of equipment failure or other catastrophic conditions, and in the opinion of the Company, the employees are unable to perform their regular duties, such employees shall be assigned to perform other work. If no such work is assigned, or if the Company advises an employee not to report to work at the start of the employee's tour because work is not available, the time off shall be paid at the employee's basic rate and considered as actual time worked, provided the employee remains available to work.

## ARTICLE 3

### DIFFERENTIALS AND ALLOWANCES

#### NIGHT DIFFERENTIAL

**Section 3.1** Employees shall receive a night differential equal to ten percent (10%) of the employee's basic wage rate for all time actually worked between the hours of 7:00 p.m. and 6:00 a.m. A night differential shall not be paid when an employee works during the night differential time period as a result of the employee's request to change his or her scheduled hours.

When an employee who typically works a night tour has his or her tour changed to enable participation in Company-initiated day training, the employee shall be entitled to the night differential for all hours worked during that changed tour. For purposes of this paragraph, an employee will be considered to "typically work a night tour" if he or she has been entitled to receive the night differential set forth above for more than fifty percent (50%) of his or her regularly scheduled hours in the two weeks preceding the day training. "Day training" shall mean any training that begins after 8 a.m. AND ends before 8 p.m.

#### ADMINISTRATIVE/TRAINING DIFFERENTIAL

**Section 3.2** The Company may designate an employee to (1) act on behalf of management and/or (2) conduct formal, planned training. An employee so designated shall receive a differential of one dollar and seventy-five cents (\$1.75) per hour for each hour the employee acts on behalf of management and/or conducts formal, planned training.

**Section 3.3** An employee's duties while receiving Administrative/Training differential may include, but are not limited to, supervising employees, working on a project or conducting formal, planned training. The employee shall not be responsible for administering discipline or appraisals.

**Section 3.4** For purposes of this differential, formal, planned training classroom or on-the-job training which is evaluated by the Company, but does not include routine activities on the job such as assisting co-workers or answering questions. This differential shall not be paid to employees when the job description for the job title they hold specifically includes a training function.

**Section 3.5** In selecting individuals for the assigned duties, the Company will give consideration to, but is not limited to, factors such as seniority, qualifications, developmental needs, ability to work with the group, and rotational opportunities within the group.



## ACCESS ALLOWANCE

**Section 3.6** Employees who volunteer and are designated by the Company to carry access devices; (i.e. pagers, cellular phones, etc.), for purposes of being accessed quickly outside of their scheduled tour as set forth in Article 5, shall be paid twenty-five dollars (\$25.00) for each consecutive twenty-four (24) hour period the employee is designated to and does carry the access device. The Company expects employees designated to carry these access devices to respond as soon as possible and to accept any work assignments offered. Access device selection procedures shall require a local agreement. The criteria that must be considered include the business need, employee qualifications, employee willingness, and other relevant factors when designating employees to carry access devices. If an agreement cannot be reached locally, the device will be assigned to employees in the workgroup with the skills to perform the work (a), by seeking volunteers first; and, (b), then on a rotational basis by inverse seniority among the group.

Employees who do not volunteer but are required to carry an access device for a defined seven (7) day window (or portion thereof) shall be paid twenty-five dollars (\$25.00) for each twenty-four (24) hour consecutive period they are designated to and do carry the access device. In the event the non-volunteer employee is required to carry an access device for an additional seven (7) day window (or portion thereof) in the same calendar month, they will be paid forty dollars (\$40.00) for each twenty-four (24) hour consecutive period they are designated to and do carry the access device. If the Company requires the non-volunteer employee to carry an access device more than one hundred eighty (180) days in a calendar year, the Company will pay the employee fifty dollars (\$50.00) for each twenty-four (24) hour consecutive period the non-volunteer employee is required to and does in fact carry the access device beyond the 180<sup>th</sup> day.

The seven (7) day window shall be any seven (7) consecutive day period; e.g., Tuesday through Monday, Thursday through Wednesday, etc., which shall be designated in the local agreement along with the selection process. If the parties are unable to reach agreement on the seven (7) day window, it shall default to Friday through Thursday.

When a seven (7) day window spans two (2) calendar months, the entire seven (7) day window shall be deemed to fall in the month in which the first day of the access device assignment occurs.

The Company will make every effort to avoid assigning access devices to an individual in excess of one (1) week a month. An employee shall not be restricted on the amount of times they may volunteer to carry access devices.

## **BILINGUAL - MULTILINGUAL DIFFERENTIAL**

**Section 3.7** Employees who are required to utilize linguistic skills, where proficiency testing is required in order to provide customer service, will receive a differential of five dollars (\$5.00) for each half tour or ten dollars (\$10.00) for each full tour the employee actually works.

## **TOUR INTERVAL DIFFERENTIAL**

**Section 3.8** When an employee's tour for a particular calendar day begins with less than an eight (8) hour intermission from the stop time of their previous calendar day tour, the employee shall be paid a differential of \$5.00. The employee's tour is defined as their normal 5 x 8, 4 x 10 or 4 x 9 and a 4 hour daily schedule. The differential does not apply when voluntary or mandatory overtime, or work time in connection with a Call for Work, or a tour change made at the employee's request results in a less than eight (8) hour intermission.

## ARTICLE 4

### PREMIUM PAYMENTS

#### GENERAL

**Section 4.1** A premium payment is money added to the basic wage rate as outlined in the following sections. No more than one (1) premium payment shall be paid for the same hours worked by an employee.

**Section 4.2** The Company shall not pay for meal intermission(s) taken by an employee during hours worked for which a premium payment is payable. The Company may, however, under special circumstances in its judgment, authorize a meal intermission to be treated as actual time worked.

#### DAILY PREMIUM

**Section 4.3** Premium shall be paid to employees at the rate of one and one-half (1 1/2) hours pay for each hour worked in excess of the employee's scheduled tour for that particular day. Regular Part-Time employees, scheduled for less than forty (40) hours in a week, shall be paid daily premium in accordance with this Section, provided that the scheduled tour is at least eight (8) hours. The following time will be included when computing the scheduled tour:

- (a) All actual work time
- (b) All time paid for by the Company in connection with Union-Management meetings
- (c) All time paid for by the Company in problem solving and grievance meetings
- (d) Actual time spent during any part of an employee's normally scheduled tour for absence due to jury duty

#### FORTY HOUR PREMIUM

**Section 4.4** Premium shall be paid at the rate of one and one-half (1 1/2) hours pay for each hour worked after working forty (40) hours in a calendar week.

For purposes of this Section, the following shall be included in computing the forty (40) hours worked in a calendar week:

- (a) All actual work time, except time worked for which employee received a premium payment under Sections 4.3, 4.8, and 4.10.

- (b) All time paid for but not worked on contractually authorized holidays, and/or Company designated personal days.
- (c) All time paid for by the Company in connection with Union-Management meetings.
- (d) All time paid for by the Company in attending problem solving and grievance meetings.
- (e) All paid personal days. Personal time counting toward the forty (40) hour calculation does not impact actual pay treatment for a personal day. When taken, personal days are always paid at straight time.
- (f) Actual time spent during any part of an employee's normally scheduled tour for absence due to jury duty.

## **PREMIUM – FORTY NINE THROUGH FIFTY FIVE HOURS**

**Section 4.5** Premium shall be paid for each hour worked after working forty nine (49) hours in a calendar week. The premium rate of pay for each hour worked shall be determined based on whether the time worked is considered voluntary or mandatory overtime, subject to the following:

- (1) **Voluntary:** Employees who voluntarily work overtime shall be paid premium at the rate of one and one-half (1 1/2) hours pay for each hour worked on a voluntary basis after working forty nine (49) hours in a calendar week.
- (2) **Mandatory:** Employees who are required to work mandatory overtime shall be paid premium at the rate of two (2) hours pay for each hour worked on a mandatory basis after working forty nine (49) hours in a calendar week.

Employees who initially accept a voluntary overtime work assignment may subsequently decline the opportunity when a minimum of twenty-four (24) hours notice is provided to the Company prior to the start of the scheduled overtime. Under extenuating circumstances, the Company may, at its discretion, release the employee from working the voluntary overtime work assignment when less than twenty-four (24) hours notice is provided.

For purposes of this Section, the following shall be included in computing the forty nine (49) hours worked in a calendar week:

- (a) All actual work time
- (b) All time paid for but not worked on contractually authorized holidays and/or Company designated personal days
- (c) All time paid for by the Company in connection with Union-Management meetings

- (d) All time paid for by the Company in attending problem solving and grievance meetings
- (e) All paid personal days. Personal time counting toward the forty-nine (49) hour calculation does not impact actual pay treatment for a personal day. When taken, personal days are always paid at straight time
- (f) Actual time spent during any part of an employee's normally scheduled tour for absence due to jury duty.

**PREMIUM – OVER FIFTY FIVE HOURS**

**Section 4.6** Premium shall be paid at the rate of two (2) hours pay for each hour worked after working fifty-five (55) hours in a calendar week.

For purposes of this Section, the following shall be included in computing the fifty-five (55) hours worked in a calendar week:

- (a) All actual work time
- (b) All time paid for but not worked on contractually authorized holidays and/or Company designated personal days
- (c) All time paid for by the Company in connection with Union-Management meetings
- (d) All time paid for by the Company in attending problem solving and grievance meetings
- (e) All paid personal days. Personal time counting toward the fifty-five (55) hour calculation does not impact actual pay treatment for a personal day. When taken, personal days are always paid at straight time
- (f) Actual time spent during any part of an employee's normally scheduled tour for absence due to jury duty.

**Section 4.7** The Company and the local union shall discuss the guidelines and procedures for overtime administration and are encouraged to reach local agreement when appropriate. Overtime Administration for Business and Consumer and Network Services Field Operations – Refer to Addendum 3 – Letters of Agreement – Local Agreements on Overtime Administration - Field Operations for additional guidelines.

- (a) When mandatory overtime is required, as determined by the Company, the limit of mandatory overtime shall be eight (8) hours per week.

- (b) Employees working mandatory overtime resulting in a six (6) day work week shall be guaranteed a minimum of two (2) five (5) day work weeks with two (2) consecutive days off in each calendar month.
- (c) When an employee is scheduled mandatory overtime and the overtime is cancelled with less than twenty-four (24) hours notice, the employee will be given the choice to: (a), work the overtime as scheduled; or, (b), waive the scheduled overtime.

None of the limitations and/or guarantees outlined in this Section shall apply to voluntary overtime or incidental overtime.

Mandatory overtime is defined as overtime that employees are required to work as determined by the Company.

Incidental overtime is defined as the amount of overtime an employee needs to complete their final work assignment of the day. Examples would include employees clearing the queue and/or completing the ticket/order being worked on at the end of their normally scheduled tour. Incidental overtime will not exceed one (1) hour.

Voluntary overtime is defined as overtime as assigned by the Company that the employee agrees to work.

Exceptions to the above can be made for natural disasters and national security emergencies; including but not limited to, floods, tornadoes, earthquakes and other catastrophic conditions. During a peak load season the Company and local union may agree to temporarily remove the mandatory overtime cap.

## **SUNDAY PREMIUM**

**Section 4.8** All actual work time on Sunday shall be paid at one and one-half (1 1/2) times the employee's basic wage rate, plus any applicable differential.

For wage purposes, tours shall be treated as falling completely on the calendar day on which the tour commences.

## **HOLIDAY PREMIUM**

**Section 4.9** In addition to payment for the authorized holiday, if applicable, all actual work time on contractually authorized holidays shall be paid at the rate of one and one-half (1 1/2) hours pay for each hour worked.

For wage purposes, tours shall be treated as falling completely on the calendar day on which the tour commences.

## **CHRISTMAS EVE/NEW YEAR'S EVE PREMIUM**

**Section 4.10** An employee who is scheduled to work and does work on Christmas Eve and/or New Year's Eve shall be paid two (2) times the employee's basic wage rate for each hour actually worked between 8:00 p.m. and 3:00 a.m.

## **DESIGNATED PERSONAL DAY PREMIUM**

**Section 4.11** In addition to payment for the Company personal day, all actual work time on Company designated personal days shall be paid at the rate of one and one half (1 1/2) hours pay for each hour worked.

For wage purposes, tours shall be treated as falling completely on the calendar day on which the tour commences.

## ARTICLE 5

### CALL FOR WORK

**Section 5.1** When an employee is "called for work" (i.e., accepts a work opportunity offered by the Company that requires his or her immediate services outside of the scheduled tour), the following shall apply, depending on the nature of the call for work:

- (a) If departure from the employee's residence or departing location is not required, payment for the Call for Work shall be a minimum of two (2) hours. Time spent resolving the problem shall be considered actual work time. The actual work time shall be paid at the applicable premium rate. The balance of any time up to the required minimum shall be paid at the basic wage rate.
- (b) If departure from the employee's residence or departing location is required, payment for the Call for Work shall be a minimum of three (3) hours. Time spent resolving the problem, including travel time from the employee's residence or departing location commencing upon departure to the work location and upon return to his or her residence or departing location, shall be considered actual work time. The actual work time shall be paid at the applicable premium rate. The balance of any time up to the required minimum shall be paid at the basic wage rate. When an employee on a call for work continues to work into his or her scheduled tour, travel time for the return trip home shall not be paid. The minimum three (3) hour payment does not apply to the following:
  - (1) Time worked during a meal period falling within the hours of the employee's scheduled tour.
  - (2) Time worked as a continuation of the employee's scheduled tour on that day.
  - (3) If the employee is called to work before the start of the employee's scheduled tour for the day and continues to work all or part of his or her scheduled tour.



Employees in Local Network Operations will be “called for work” primarily to respond to customer service issues including the following:

- Emergency services (e.g. 911, fire, police)
- T1/T3 and higher reported outages
- HICAP reported outages
- Multi-line business reported outages
- Reported cable, system or other facility/plant damage and/or outages
- Public, medical or health emergencies
- Network monitoring alarms
- Escalations from high profile customers
- Tariff, 271 or other regulatory responsibilities
- Acts of God

**Section 5.2** When a call for work requires an employee to drive a personal automobile, the Company shall pay the employee for actual mileage according to the mileage allowance rate in Article 9, Section 9.4(3), except when the call for work continues into the employee’s scheduled tour.

## ARTICLE 6

### NEW OR CHANGED JOBS

#### COMPANY INITIATED

**Section 6.1** Whenever the Company determines it is appropriate to create a new job title and/or a new wage scale or to restructure or redefine an existing job, the Company Bargaining Agent shall notify the Union Bargaining Agent and the following procedures shall take place:

- (a) The Company shall notify the CWA District Representative prior to a job content review taking place.
- (b) The Company Bargaining Agent shall notify the Union Bargaining Agent in writing of the job title and wage scale and shall furnish a job description of the duties. The Union will have the right, within thirty (30) calendar days from the receipt of notice from the Company, to initiate negotiations concerning the wage scale or title established by the Company. The Company may implement the results once the thirty (30) calendar days have passed.
- (c) If negotiations are not initiated within thirty (30) calendar days or if agreement is reached between the parties within sixty (60) calendar days following receipt of notice from the Company concerning the wage scale and title, the title and wage scale shall become final and binding on both parties and shall not be subject to grievance, mediation, and/or arbitration.
- (d) If negotiations are initiated and the parties are unable to reach agreement as to the appropriate wage scale within sixty (60) calendar days following receipt of notice from the Company, the issue of an appropriate wage scale shall be submitted to a neutral third party. The guidelines for selection of the neutral third party and the wage scale dispute process are mutually agreed to by the Company and the Union and will be used for all neutral third party cases falling within this Contract unless modified and agreed to by the Company and the Union.

#### UNION INITIATED

**Section 6.2** The Union Bargaining Agent may request a job content review of existing job title(s) and/or wage scales that have been substantially changed or modified during the term of this Agreement, according to the following procedures:

- (a) The Union Bargaining Agent shall notify the Company Bargaining Agent in writing of the job title and/or wage scale in dispute and shall furnish supporting documentation for the claim.
- (b) If a job content review is deemed appropriate, the Company shall notify the CWA District Representative prior to this review taking place. The Company shall respond to the Union within six (6) months of receipt of notification from the Union.
- (c) If agreement is reached between the parties, the decision shall become final and binding on both parties and shall not be subject to grievance, mediation, and/or arbitration.
- (d) If the Union does not agree with the Company's response, the Company and Union Bargaining Agents will meet to negotiate the issue. If agreement is not reached within that period of time, the issue will be submitted to a neutral third party in accordance with Section 6.1(d).
- (e) Wage scale issues are not subject to the grievance process, mediation, and/or arbitration.

## **PROCEDURES FOR TREATMENT OF INCUMBENTS IN UPGRADED JOBS**

**Section 6.3** When, as a result of the process described in Section 6.1 or Section 6.2, a job(s) is upgraded, the incumbent(s) shall remain in the upgraded position and shall be placed on the step of the new wage scale that is equal to his or her current rate. If there is no equal rate, the employee will be advanced to the next higher rate.

## **PROCEDURES FOR TREATMENT OF INCUMBENTS IN DOWNGRADED JOBS**

**Section 6.4** When, as a result of the process described in Section 6.1 or Section 6.2, a job(s) is downgraded, the incumbent(s) shall immediately be placed in the appropriate wage scale and title and shall receive bi-weekly payments calculated under the terms of Reassignment Pay Protection Allowance (RPPA) in Article 19.

## ARTICLE 7

### TRAINING AND WORK ASSIGNMENT SELECTIONS

#### TRAINING SELECTION

**Section 7.1** The Company and the local union will discuss the criteria for training selection at least annually, and are encouraged to reach local agreement that will normally be used when training opportunities will not be offered to the entire work group. Factors to consider include employee development, employee availability and qualifications, volunteers by seniority, and day-to-day business operations. To the extent that the preceding factors and circumstances permit, seniority shall be the primary factor in offering an employee a training opportunity. Neither the provisions of this Section nor their application will be subject to the arbitration process.

#### TRAINING COMPENSATION

**Section 7.2** An employee selected for a training assignment will retain his or her current title and basic weekly wage rate for the duration of the training assignment.

#### WORK ASSIGNMENT SELECTION

**Section 7.3** Work assignments within an employee's job title and RCA will be assigned by the Company to the employee(s) it determines to be qualified and available to perform such work. Employees, within their job title, may be loaned outside their RCA under the provisions of Article 9.

The Company can assign work outside of an employee's job title, within the RCA, to the employee it determines to be qualified and available to perform such work for a period not to exceed one hundred and twenty (120) days. An employee who volunteers may work for a period not to exceed one hundred and eighty (180) days. If such assignment, one hundred and twenty (120) or one hundred and eighty (180) days, is expected to last longer, the issue will be discussed with the Union to determine if there are other alternatives to performing the work. The Company shall utilize volunteers by seniority to the greatest extent possible when qualifications and availability are equal.

Work assignments outside of the employee's job title, outside of the RCA, will be filled from qualified volunteers by seniority to the greatest extent possible.

These assignments may also be accomplished through the Post and Bid Process, Section 21.8, if no employees are available for such an assignment.

While the Company may work an employee in a lower rated job title, the employee's pay will reflect their regular wage rate. When an employee is temporarily assigned to perform the work of a higher wage scale, there shall be

no change to his or her regular title or basic wage rate. An employee shall receive a daily differential in accordance with the following chart if they work any portion of the day at the assigned higher rate. In no case shall an employee receive more than one (1) differential payment, as outlined in the following chart, per day.

**TEMPORARY UPGRADE (180 CALENDAR DAYS OR LESS)  
DAILY DIFFERENTIAL**

<b>Temporary Assignment</b>		<b>Zone 10</b>	<b>Zone 20</b>
Scale	T	\$8.00	\$8.00
Scale	1	\$5.00	\$4.75
Scale	2	\$4.75	\$4.75
Scale	3	\$4.75	\$4.75
Scale	4	\$4.25	\$4.25
Scale	M	\$4.25	\$4.25
<u>Scale</u>	<u>MM</u>	<u>\$3.25</u>	<u>\$3.00</u>
Scale	5	\$4.25	\$4.00
Scale	6	\$4.00	\$4.00
Scale	7	\$4.00	\$3.75
Scale	8	\$3.75	\$3.75
<u>Scale</u>	<u>8A</u>	<u>\$3.75</u>	<u>\$3.75</u>
Scale	9	\$3.75	\$3.75
Scale	10	\$3.75	\$3.75
Scale	<u>10A</u>	<u>\$3.25</u>	<u>\$3.00</u>
Scale	<u>10B</u>	<u>\$3.25</u>	<u>\$3.00</u>
Scale	11	\$3.00	\$2.75

<b>Temporary Assignment</b>		<b>Daily Differential Rate</b>
Schedule	A	\$4.75
Schedule	B	\$4.25
Schedule	C	\$3.50
Schedule	D	\$3.25
Schedule	E	\$2.75

**Section 7.4** A temporary work assignment greater than one hundred and eighty (180) days shall be accomplished through the Post and Bid Process as outlined in Section 21.8.

## **ARTICLE 8**

### **PRIMARY REPORTING PLACE**

**Section 8.1** The Company shall assign each employee a Primary Reporting Place (PRP). The PRP shall be any site or location designated by the Company and shall be used to determine the appropriate travel time, expense treatment and transportation allowances when an employee is temporarily assigned to work at a location other than their PRP.

## ARTICLE 9

### TRAVEL TIME, TRANSPORTATION, TRAVEL EXPENSE ALLOWANCE, TEMPORARY LIVING EXPENSE PROVISIONS

**Section 9.1** When an employee is assigned to a temporary reporting location that is other than his or her Primary Reporting Place (PRP), the employee shall be required to commute to such locations. The following provisions will be paid by the Company, if the employee is reporting directly to the temporary location and the PRP is:

#### EMPLOYEE PROVIDES OWN TRANSPORTATION

- |  |   |
|--|---|
| (a) Less than 15 miles:  | - travel time is not paid<br>- mileage is not paid  |
| (b) 15 miles to 30 miles:  | - travel time is not paid<br>- mileage is paid from PRP   |
| (c) 31 miles to 60 miles:  | - travel time is not paid<br>- mileage is paid from PRP<br><u>-Fifteen dollars (\$15.00) travel allowance is paid</u>   |
| <u>(d) Travel between work locations during work time</u>                          | <u>-if Company and employee agree to use personal vehicle, mileage will be paid to the driver for all miles driven</u>  |
| (e) Greater than 60 miles:<br><b>(personal vehicle is used, if Company agrees)</b> | -Travel time is paid to all employees traveling from the sixty (60) mile perimeter from the employee's PRP to the temporary location. In no case shall the paid travel time exceed the alternative commercial transportation schedule time plus one (1) hour.<br>-Mileage is paid to the driver from PRP <u>to temporary location</u> , reimbursement will not exceed the cost of alternative commercial transportation.<br><u>-Fifteen dollars (\$15) travel allowance is paid to all employees traveling, does not apply when traveling on Company paid time.</u> |

## **EMPLOYEE USES COMPANY VEHICLE**

- travel time is paid from the PRP to temporary location.

## **EMPLOYEE USES COMMERCIAL TRANSPORTATION**

- Ticket is provided and paid by Company.
- Travel time is paid up to sixty (60) minutes prior to scheduled departure time, plus travel time on commercial transportation to final destination.
- Mileage is paid to the driver from his/her PRP to the commercial transportation terminal.
- If the commercial transportation terminal is greater than thirty (30) miles but sixty (60) miles or less from the employee's PRP, the employee(s) shall receive fifteen dollars (\$15.00) travel allowance. This payment does not apply when traveling on Company paid time.
- If the commercial transportation terminal is greater than sixty (60) miles from the employee's PRP, the employee(s) shall be paid travel time from the sixty (60) mile perimeter from the employee's PRP to the commercial transportation terminal.
- Fifty dollars (\$50) intercity transportation allowance is paid.
- On the employee's return trip home at the end of the temporary assignment, the employee shall be paid time and expense for the same travel distance/segments as the outbound trip as follows:
  - Travel time from the temporary work location to the commercial transportation terminal;
  - Travel time is paid up to sixty (60) minutes prior to scheduled departure time of the commercial transportation, plus travel time on the commercial transportation. The paid time will end upon arrival at the commercial transportation terminal.
  - If the commercial terminal is greater than thirty (30) miles but sixty (60) miles or less from the employee's PRP, the employee(s) shall receive fifteen dollars (\$15.00) travel allowance. This payment does not apply when traveling on Company paid time.



- If the commercial terminal is greater than sixty (60) miles from the employee's PRP, the employee(s) shall be paid travel time equivalent to the same travel time incurred at the beginning of the temporary assignment when traveling to the commercial transportation terminal.
- Mileage is paid to the driver from the commercial transportation terminal to his/her PRP.
- Fifty dollars (\$50) intercity transportation allowance is paid.

## **AN OVERNIGHT ASSIGNMENT**

**Section 9.2** If the employee is assigned to stay overnight, the employee is entitled to one (1) of the following two (2) options:

Option A: An allowance of sixty-nine dollars (\$69.00) per day.

Option B: The Company shall provide lodging at Company designated hotels or motels, as well as a daily per diem for all meals and miscellaneous expenses of forty dollars (\$40.00). The forty dollars (\$40.00) per diem shall not be paid if the Company provides three (3) meals. When the Company provides: one (1) meal, the employee receives forty dollars (\$40.00) per diem; two (2) meals, the employee may voucher a reasonable meal as determined by the manager.

(1) A temporary overnight assignment shall be filled on a voluntary basis by seniority from the qualified group by an employee who can be released from his or her current work assignment and who is qualified to perform such assignments. If volunteers are not available, the temporary assignment will be filled on an inverse seniority basis by an employee with the same title performing the same work within the same Organization within the same Reasonable Commuting Area (RCA) who can be released from his or her current work assignment and who is qualified to perform such assignment. Generally, there shall not be two (2) temporary moves to fill the temporary assignment.

(2) Normally, the Company will provide one (1) week's notice for temporary overnight assignments, including written notice of entitlements.

- (3) Option A or Option B are not provided when the Company provides lodging and meals at a training center, etc.
- (4) Option A or Option B shall be provided on contractually authorized holidays, Company designated personal days, and periods of incidental absence, provided the employee remains at the temporary work location. Option A or Option B shall also be provided on non-worked days, provided they are not in conjunction with vacation or personal days and if the employee remains at the temporary work location. (See Letter of Agreement in Addendum 3 on COEIT Travel Time & Expense Treatment)
- (5) When an employee is assigned to an overnight location which is less than four hundred (400) miles from his or her PRP, a Company vehicle may be used for trips home on the weekend. The use of Company vehicles is based on vehicle availability and supervisory approval. If a Company vehicle is used for a trip home, the provisions in this Section (Option A or B), 9.1 (travel time), and 9.3 would not apply.
- (6) Option A or Option B are not provided for excused or non-excused absence, while receiving short-term disability benefits, while on vacation and/or personal days or Union business that is equal to the daily tour.
- (7) An overnight stay with appropriate living expenses, as provided in this Section, may be assigned to an employee if, in the opinion of the Company and with consideration for the employee's needs, conditions make daily commuting impractical.
- (8) At the Company's request, and when an employee voluntarily chooses to remain at the temporary assignment location and work when he or she would be entitled to the provisions of Section 9.3, the following treatments shall apply:
- (a) The employee will forfeit the entitlements of Section 9.3;
  - (b) The employee will be entitled to Option A or Option B.
- (9) Option B shall be the only Option available on the final work day of the temporary assignment and the only Option for the last work day prior to a Trip Home Entitlement.

## **TRIP HOME ENTITLEMENT**

**Section 9.3** An employee who is over two hundred (200) road miles from his or her PRP and who has exercised either Option A or Option B shall be entitled to:

- a round-trip home to his or her PRP in accordance with the schedule below.
- ticket is provided and paid by the Company.

- mileage from terminus to the PRP is paid.
- no travel time is paid for trip home entitlement.
- fifty dollars (\$50) intercity transportation allowance is paid.
- same procedure shall be used for the return trip if appropriate.

<b>Length of Assignment</b>	<b>Trip Home Entitlement</b>
More than three (3) weeks / but less than six (6) weeks	One (1)
More than six (6) weeks / but less than nine (9) weeks	Two (2)
More than nine (9) weeks / but less than twelve (12) weeks	Three (3)
More than twelve (12) weeks will be treated in the same pattern.	

NOTE: There is no cash payment in lieu of trip home if the employee elects to remain at temporary work location. A trip home will normally be at the end of each three (3) week interval. A trip home may be advanced or delayed by the Company to meet specific work operation needs of the work assignment. If specifically authorized by the Company, a trip home may also be advanced or delayed to compliment an employee's vacation or accommodate a personal preference when such rescheduling does not disrupt the work operation. The Company will make every effort to schedule return trips to maximize the time an employee spends at his or her home location. An additional paid trip home may be authorized in the event of an unusual personal situation that would require an employee to return.

## TIME AND MILEAGE

**Section 9.4** When time and mileage is paid by the Company, they will be measured by the most direct route normally used for such travel as approved by the Company.

- (1) Paid time spent traveling at the direction of the Company on Company business shall be considered actual work time and paid at the basic wage rate, excluding the following:
  - (a) Meal periods.
  - (b) Layover time en route outside the employee's scheduled tour when sleeping accommodations are furnished.
- (2) The normal daily commute to and from the employee's PRP is not considered traveling on Company time or expense.
- (3) The mileage reimbursement rate will be at the current rate of the Internal Revenue Service (IRS) business use deduction rate. In the event the IRS changes the standard mileage rate allowable as a business use deduction, the Company will match the amount of allowable reimbursement as soon as practical.
- (4) After reporting to the work location, if the Company and an employee agree that the employee will use a personal vehicle to travel between work locations, the mileage reimbursement will be paid to the employee for all miles driven.
- (5) When the Company requires an employee to carry other than incidental tools or equipment (e.g., other than a normal tool box, tool belt, portable computer, roll of "P" wire) in the employee's personal automobile to perform his or her job, the employee will be paid for time as though traveling in a Company vehicle.
- (6) **DEDICATED TRAVELING CREWS (COE INSTALLATION, ARP INVENTORY)** If the Company and the employee agree that the employee will use a personal automobile in lieu of commercial transportation or Company vehicle for temporary overnight assignments, the driver of the personal automobile will receive an "on the road" allowance of twelve dollars (\$12.00) for each day he or she is required to use the personal automobile for work.

## ARTICLE 10

### MOTOR VEHICLE USAGE PROGRAM

#### GENERAL

**Section 10.1** The Motor Vehicle Usage Program provides for the assignment of a Company motor vehicle to an employee for use in the employee's work and for traveling between his or her work locations and place of residence or other designated place for motor vehicle storage.

#### IMPLEMENTATION

**Section 10.2** The Company may, after discussion with the local union, implement or discontinue the Motor Vehicle Usage Program in work groups or portions of work groups where some or all of the employees normally use a Company provided vehicle in the performance of their work.

#### PARTICIPATION

**Section 10.3** The Company will identify those employees who will be eligible to participate in the Motor Vehicle Usage Program. The Company may identify an entire work group or specific employees in a work group to participate. Those identified employees may volunteer to participate in this program. When an employee participating in the Motor Vehicle Usage Program chooses not to store the Company vehicle at his or her place of residence or the Company determines that the Company vehicle cannot be properly stored at an employee's place of residence, the Company shall determine where the Company vehicle will be stored and will pay for such storage. When participating employees elect to keep the Company vehicle at their residence, the employee shall provide secure and legal storage for the Company vehicle.

**Section 10.4** Operation and maintenance costs shall be at the Company's expense. The Company shall make arrangements for maintenance of the motor vehicle; however, it shall be the responsibility of the employee to whom the motor vehicle is assigned to ensure that the motor vehicle is properly maintained.

## ARTICLE 11

### VACATION, PERSONAL DAYS AND HOLIDAYS

(SEE ARTICLE 18 FOR PAY TREATMENT OF PART-TIME EMPLOYEES)

#### VACATION

**Section 11.1** Employees shall be entitled to yearly paid vacation at their basic wage rate based upon length of service (Term of Employment [TOE] as shown by the records of the Company), according to the following schedule:

Service Completed	Vacation Weeks
Less than 6 months	0
6 months or more; less than 1 year	1
1 year or more; less than 7 years	2
7 years or more; less than 15 years	3
15 years or more; less than 25 years	4
25 years or more	5

**Section 11.2** When an employee completes six (6) months TOE and twelve (12) months TOE in the same calendar year, the employee shall be granted two (2) weeks paid vacation.

**Section 11.3** Vacation weeks may be scheduled and taken for the year in which the employee will complete his or her service requirement. An employee may not schedule any vacation prior to completing six (6) months TOE.

**Section 11.4** Employees covered under the Mandatory Portability Agreement who are hired in a different calendar year than the year they left employment of an "Interchange Company" or employees with previous Qwest service may schedule and take vacation in anticipation of their bridged TOE. However, selection of vacation is based on the employee's actual TOE at the time of selection.

**Section 11.5** Full-Time employees shall be paid forty (40) hours for each week of vacation at their basic wage rate.

**Section 11.6** An employee who returns from a leave of absence of two (2) months or more without pay shall not be eligible to take full weeks of vacation until four (4) weeks following the date of return.

**Section 11.7** Any weeks of a regularly scheduled vacation which the employee is unable to take at the scheduled time because of short term disability benefits may be rescheduled provided that the vacation is scheduled and taken before the end of the entitlement scheduling period, April 30 of the

following year. Vacations not taken before April 30 of the following year, shall not be rescheduled.

**Section 11.8** When an illness or accident occurs during a vacation and continues into short term disability, the portion of that scheduled vacation period from the first day of illness through the last scheduled day of that vacation period or the last day of illness, whichever comes first, may be rescheduled. Vacations not taken before April 30 of the following year shall not be rescheduled. When an illness or an accident occurs during a vacation and does not result in short term disability, the vacation shall not be rescheduled.

## **PAYMENT IN LIEU OF**

**Section 11.9 Regular Separations:** Employees who resign, retire, are separated under Article 19, or dismissed for any reason other than an act of misconduct, shall be paid in lieu of their unused vacation and personal days. Such payment may also be made to employees who are separating following an approved leave of absence.

**Separations Following Short Term Disability:** Employees who are on short term disability, and who do not return to work, will not be paid in lieu of vacation and personal days unless they have actually worked a commensurate portion of the calendar year in which the vacation and personal day entitlement is earned as shown in the following schedule:

<b>Employee Entitlement</b>	<b>Employee Worked Time In Calendar Year</b>	<b>Pay In Lieu Of</b>
1 Vacation Week	1 or More Weeks	1 Week
2 Vacation Weeks	2 or More Weeks	2 Weeks
3 Vacation Weeks	3 or More Weeks	3 Weeks
4 Vacation Weeks	4 or More Weeks	4 Weeks
5 Vacation Weeks	5 or More Weeks	5 Weeks
4 Personal Days	4 Days	4 Personal Days
8 Personal Days	8 Days	8 Personal Days
8 Personal Days	5 Days	5 Personal Days

The commensurate portion worked criteria for payment in lieu of vacation and personal days applies to the calendar year in which the employee is separating from the payroll. Any unused entitlement time from the prior calendar year will be paid in lieu of only if the employee's separation is on or before April 30 of the current calendar year. Otherwise, it shall be forfeited.

**Section 11.10** Vacations may be taken on a calendar week, day-at-a-time, or on a one-half (1/2) day-at-a-time basis. Two (2) weeks of vacation may be taken in one (1) hour increments.

## PERSONAL DAYS

**Section 11.11** Regular Full-Time, Regular Part-Time and Regular Term employees who have at least six (6) months TOE on January 1 of each year shall be granted eight (8) paid personal days (64 hours) or their equivalent and two (2) personal days (16 hours) or their equivalent without pay during a calendar year.

**Section 11.12** Employees, as defined in Section 11.11, who do not have six (6) months of service on January 1 will be entitled to four (4) days (32 hours) or their equivalent of paid personal time for that calendar year.

**Section 11.13** Employees, as defined in Section 11.11, hired after January 1 will be entitled to one (1) day (8 hours) for each quarter remaining in that calendar year, including the quarter in which they were hired.

**Section 11.14** Each Organization may designate one (1) or more, but not more than four (4) personal days to meet market requirements. An individual Organization may designate a personal day or days in a specific location if mutually agreed to by the Company and Union Bargaining Agents. The Company shall advise the affected work groups of the designated personal day(s) no later than October 31 of the preceding year.

**Section 11.15** Regular Full-Time and Regular Full-Time Term employees shall be paid for personal days at their basic wage rate.

**Section 11.16** Employees who are required to and do work on personal days designated by the Company shall be paid at the rate of one and one-half (1 1/2) hours for each hour actually worked, plus any applicable differential.

**Section 11.17** If an employee agrees to and does work on a scheduled personal day, the employee shall be paid at his or her basic wage rate, plus any applicable differential, and shall reschedule such personal day based on earliest request and the needs of the business.

**Section 11.18** Personal days can be taken for all hours of the scheduled tour or in one (1) hour increments.

## VACATION AND PERSONAL DAY SCHEDULING

**Section 11.19** The entitlement schedule shall be sixteen (16) months in length from January 1 through April 30 of the following year. All vacation and personal days must be taken on or before April 30 of the calendar year following the year in which the entitlement was earned.

**Section 11.20** Vacations shall be selected on a seniority basis, determined by TOE as shown by the records of the Company, within the work group.

**Section 11.21** Employees are expected to schedule all of their entitlement time during the entitlement selection process, except in the case of priority personal days. The Company will make adequate time off available during the



calendar year so that all employees in the workgroup may schedule their entitlement time during the calendar year. During the entitlement selection process, the Company will maximize, as much as possible, time available during the more desirable periods. A reasonable amount of time will be made available on a daily basis.

During initial entitlement selection process, a minimum of an additional twenty percent (20%) of the total entitlement time will be available during the scheduling process for the calendar year. The local union and the Company will discuss the placement of the additional twenty percent (20%) allocation, along with the selection process and method for handling vacated entitlement time and whether entitlement time can be scheduled on Saturday or Sunday.

Discussion, between the Company and local union, will also occur once the initial scheduling process is completed and prior to adjustment of non-scheduled entitlement time. The Company will retain adequate time available for employees to take their entitlement during the calendar year.

**Section 11.22** During the entitlement scheduling process, full weeks of vacation shall have priority over full day-at-a-time entitlements. Entitlement time not scheduled shall be granted based on the earliest request, subject to the needs of the business.

**Section 11.23** Vacation and personal days scheduled to be taken during January through April of the subsequent year shall take precedence over the following year's selection process.

**Section 11.24** The entitlement scheduling process shall be completed no later than December 31. The entitlement schedule shall be posted or accessible at all times to employees.

**Section 11.25** Both the employee and the Company will be responsible for tracking an employee's paid entitlement time. If paid entitlement time taken by an employee exceeds the amount of paid entitlement time for which the employee is eligible, overpayment for excess time shall be recovered by the Company.

**Section 11.26** When an employee moves from one work group to another, excluding management initiated lateral force rearrangement as outlined in Article 20, Section 20.1, and Article 19, the receiving manager will review with the employee his or her pre-scheduled entitlement time. The Company will make every effort to accommodate an employee's pre-scheduled entitlement time. If the time cannot be accommodated as scheduled, the employee will be notified as soon as possible.

**Section 11.27** At the discretion of the Organization, the Company may buy back scheduled vacation weeks from employees. During the first fifteen (15) calendar days in any quarter, Organizations may announce the amount of vacation which is available for a buy back opportunity, by location. Employee participation is voluntary. The granting of the "buy back opportunity" shall be done by seniority.

The maximum amount of vacation available for buy back is one week per employee per year.

**PRIORITY PERSONAL DAYS (Short Notice Time Off at Employee's Discretion)**

**Section 11.28** Employees who are entitled to personal days shall be eligible to take two (2) personal days as priority personal days by notifying and/or requesting prior to the start of their tour.

**Section 11.29** Personal days taken as priority personal days shall be taken during the calendar year earned.

**Section 11.30** Local union and Company representatives shall set the parameters and establish implementation guidelines for priority personal days in each work group. If agreement on parameters or implementation guidelines cannot be reached, priority personal days shall be treated in accordance with Section 11.28 and the Letter of Agreement on Priority Personal Days.

**HOLIDAYS**

**Section 11.31** The following days shall be contractually authorized holidays:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	
Christmas Day	December 25

**Section 11.32** Full-Time employees who are not required to work on a contractually authorized holiday shall be paid eight (8) hours, one-fifth (1/5) of their basic wage rate. In order to receive payment under this section an employee must work all scheduled hours (or be excused from working their scheduled hours) prior to and following the contractually authorized holiday.

**Section 11.33** Employees who are not scheduled to work on contractually authorized holidays falling on Saturday or Sunday shall be entitled to an additional paid personal day (8 hours) in lieu of holiday pay for each such holiday. Unless otherwise agreed to locally, scheduling of this additional paid personal day shall be by seniority and may occur prior to the contractually authorized holiday following the schedule being posted and the employee not being scheduled to work, i.e., 21 calendar days before the holiday is observed. However, an additional paid personal day for a Saturday or Sunday holiday that falls within the next calendar year may not be taken until that calendar year.

**Section 11.34** Regular employees who are scheduled to and do work on a contractually authorized holiday shall be paid eight (8) hours, one-fifth (1/5) of their basic wage rate (or at the applicable EWW for Part Time employees), plus one and one half (1 1/2) hours pay for each hour worked. Any applicable differential shall apply to actual hours worked on a contractually authorized holiday. Rather than receive the rate of one and one half (1 1/2) hours pay, the Regular employee may elect to be paid their regular rate of pay for each hour worked on the holiday and, in addition, receive an alternate day off following the holiday worked. Such alternate day off must be taken within the current sixteen (16) month entitlement schedule period and in accordance with requirements of the entitlement scheduling process.

**Section 11.35** Employees who are scheduled to work on the contractually authorized holiday but fail to report to work and are unexcused shall receive no payment for the holiday.

**Section 11.36** At least thirty-five (35) calendar days before a recognized contractually authorized holiday, the Company shall identify the tours to be worked on the holiday. In the next fourteen (14) calendar days, the employees who will be scheduled to work on the holiday will select their tours, based on seniority and the needs of the business. The Company in all work groups shall post, or make available, each work group's schedule for a holiday twenty-one (21) calendar days before the holiday is observed.

## ARTICLE 12

### ILLNESS ABSENCE – WAGE REPLACEMENT

**Section 12.1** An employee whose Term of Employment (TOE) or Greater Length of Service (GLS) is one (1) or more years shall receive wage replacement during the first seven (7) consecutive calendar days of absence due to sickness, up to the maximum number of days per calendar year. The wait period before an employee is eligible to receive wage replacement under this Article, based on TOE or GLS, shall be as follows:

<u>Term of Employment or Greater Length of Service</u>	<u>Wait Period and Maximum Number of Days for Wage Replacement Pay If Scheduled to Work</u>
<u>Less than 1 year</u>	<u>Not eligible for wage replacement.</u>
<u>1 year, but less than 2 years</u>	<u>Must wait two (2) consecutive workdays before eligible to receive wage replacement. Maximum three (3) days wage replacement per calendar year.</u>
<u>2 years, but less than 5 years</u>	<u>Must wait one (1) work day before eligible to receive wage replacement. Maximum four (4) days wage replacement per calendar year.</u>
<u>5 years, but less than 10 years</u>	<u>Eligible to receive wage replacement on first (1<sup>st</sup>) workday of absence. Maximum six (6) days wage replacement per calendar year.</u>
<u>10 years but less than 20 years</u>	<u>Eligible to receive wage replacement on first (1<sup>st</sup>) workday of absence. Maximum seven (7) days wage replacement per calendar year.</u>
<u>20 years or more</u>	<u>Eligible to receive wage replacement on first (1<sup>st</sup>) workday of absence. Maximum eight (8) days wage replacement per calendar year.</u>

**Section 12.2** An employee with one (1) or more years of TOE or GLS who has exhausted the number of annual days eligible for wage replacement has the option to use any remaining vacation or paid/unpaid personal days before taking non-paid time for an illness absence, subject to the following:

- a) Employees may use up to three (3) days vacation or paid/unpaid personal days annually without having such time count toward their attendance record, provided that such absence due to illness does not occur on a Monday or the last scheduled day immediately preceding

or first scheduled day following an authorized holiday or designated personal day.

- b) Employees who use more than three (3) days of vacation or paid/unpaid personal days annually due to illness absence or who use such vacation or paid/unpaid personal days on a Monday or the last scheduled day immediately preceding or first scheduled day following an authorized holiday or designated personal day will have such time count toward their attendance record.

An employee shall request the use of vacation or paid/unpaid personal days allowed under this Section at the time of reporting out for illness absence. Personal days will be exhausted prior to using vacation. Paid time may not be used for absences during an employee's wait period preceding wage replacement.

**Section 12.3** An employee who reports to work and is excused from the job because of personal illness shall receive wage replacement for the remainder of the tour if the employee has one (1) or more years TOE or GLS. Such time shall apply toward the maximum number of annual wage replacement days the employee may have remaining. If the employee's TOE or GLS is less than one (1) year, the employee shall receive wage replacement for the remainder of the session (half tour) up to a maximum of 2 occurrences per year.

**Section 12.4** Wage replacement payments to Regular Part-Time employees who qualify for payments under this Section shall be prorated based on the employee's Equivalent Work Week.

**Section 12.5** Wage replacement payments to employees under this Article may be suspended or discontinued for just cause.

**Section 12.6** An employee whose incidental illness absence from work is related to Workers Compensation may elect to use: (a) paid vacation or unused personal day time; or (b) non-paid time to fulfill any days of absence during the first seven (7) calendar days not covered by wage replacement. Paid time may not be used during an employee's wait period preceding wage replacement. Personal days shall be exhausted prior to using vacation.

**Section 12.7** Payment under this Article for an employee's personal illness is provided solely for purposes of wage replacement. Such wage replacement does not constitute sick leave, entitlement or any other allotment of excused leave from work.

## ARTICLE 13

### DEATH IN FAMILY

**Section 13.1** An employee shall be paid at the basic wage rate for a period that the employee feels is reasonable and warranted, but not to exceed three (3) scheduled working days, on account of death in his or her immediate family. In addition, if an employee requests, the employee shall also be excused without pay or use their entitlement time, for a period not to exceed two (2) days. In total, an employee shall be granted up to but not to exceed five (5) scheduled working days off.

If more than five (5) scheduled working days are needed by an employee, entitlement time or excused unpaid time off may be granted.

NOTE: "Immediate family" shall be understood to mean:

- employee's parent(s) or step-parent(s)
- an individual for whom the employee has assumed the rights, duties and responsibilities of a parent
- employee's child(ren) or step-child(ren)
- employee's brother(s) or step-brother(s)
- employee's sister(s) or step-sister(s)
- spouse
- employee's grandparent(s) or great-grandparent(s)
- employee's grandchild(ren) or great-grandchild(ren)
- others living in the same household with employee
- current mother-in-law and current father-in-law
- same-sex domestic partners and their parents

An employee may be excused without pay for a period not to exceed three (3) days due to the death of any of the employee's following family members: current grandparent-in-law; current brother-in-law; current sister-in-law; aunt or uncle.

## ARTICLE 14

### JURY AND WITNESS DUTY

#### JURY DUTY

**Section 14.1** An employee shall be paid at the basic wage rate for all or any part of his or her scheduled tour for absence due to jury duty. Such paid time shall be considered as actual work time. An employee working evening or night tours will be rescheduled to day tours at his or her request during the period they are required to be absent because of jury duty.

**Section 14.2** When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact his or her manager for a work assignment.

#### WITNESS DUTY

**Section 14.3** An employee who is subpoenaed as a witness for a legal proceeding and who is not a party (i.e., either a plaintiff or a defendant) in the matter will be paid for all or any part of his or her scheduled tour at the basic wage rate; such paid time shall be considered as actual work time. If an employee is excused from such witness duty for all or part of a scheduled day, the employee shall immediately contact his or her manager for a work assignment. If the subpoenaed employee is a party (i.e., either a plaintiff or defendant), or one who testifies as an expert witness, no payment for lost wages as a result of attending the legal proceeding shall be made unless approved by the Company.

## ARTICLE 15

### UNION COMPANY RELATIONSHIP

#### AGENCY SHOP

**Section 15.1** Except as otherwise provided, each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit. This provision shall apply in states which permit it under law.

**Section 15.2** The condition of employment specified above shall not apply during periods of formal separation\* from the bargaining unit by any such employee, but shall reapply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit.

\* The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one (1) month duration.

#### PAYROLL DEDUCTION OF UNION DUES

**Section 15.3** The Company agrees that, upon receipt of an individual written authorization form approved by the Company and signed by an employee covered by this Agreement, it will deduct monthly from such employee's wages the amount of Union dues specified in such authorization and forward the amount thus deducted to the Secretary-Treasurer of the Union or his or her authorized agent.

The Company's obligation to deduct union dues or agency fees shall not survive the expiration or termination of this Agreement, except for a period of one-hundred twenty (120) days past the original expiration. Upon expiration of the one-hundred twenty (120) day period, and following personal notice from the Company's CEO to CWA's National President of the Company's intent, the Company may discontinue the payroll dues or agency fee deductions, without negotiation, by providing the Union with ninety (90) days written notice. Discontinuance of payroll deduction of union dues or agency fees shall take effect the first payroll period following the ninety (90) day notice. Notwithstanding the foregoing general provision, to the extent that union members are engaged in a strike, sympathy strike, work stoppage, slowdown,



concerted refusals to work overtime or other activities resulting in an interruption to the business, the one-hundred twenty (120)-day waiting period and ninety (90) day notice period is null and void and the Company after providing the union a forty-eight hour opportunity to cause the cessation of such activity, may, at its sole discretion, and without negotiation, immediately discontinue the payroll deduction of union dues or agency fees, until the parties have successfully negotiated a successor Agreement which offers employees a check off option.

**Section 15.4** In general, dues deductions will be made in a designated pay-period in the current month for properly executed dues deduction authorizations received by the Director-Payroll at least five (5) work days (excluding Saturday and Sunday) prior to the end of the payroll period from which deductions will be taken. However, the Company assumes no responsibility, either to the employee or to the Union, for any failure to make, or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

**Section 15.5** The furnishing of employee information and dues deduction information for employees represented by the Union is governed by such rules of procedure as are agreed upon from time to time by the Union and the Company.

**Section 15.6** It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues and assessments on Company premises where work operations are being performed and while the Union representative and/or the employees involved are on Company time.

**Section 15.7** An employee's authorization shall be automatically suspended when an employee is: (1) removed from the payroll of the Company, (2) transferred out of the bargaining unit or (3) on a leave of absence in excess of thirty (30) calendar days duration or longer. The authorization shall be reinstated automatically when the employee returns to the bargaining unit.

**Section 15.8** Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount which is certified to the Company in writing by the Secretary-Treasurer of the Union as being the regular monthly membership dues duly established in accordance with the Constitution of the Communications Workers of America and the By-laws of the particular local union involved.

**Section 15.9** The written certification changing the amount of dues to be deducted must be delivered by the Union to the Director-Payroll on or before the seventh (7th) calendar day of the month preceding the month in which the first deduction at the new rate is to be made effective.

## **EXCUSED PAID TIME - UNION-MANAGEMENT MEETINGS**

**Section 15.10** Authorized representatives of the Union shall be allowed excused time, paid at the employee's basic wage rate, to attend Union-

Management meetings held on matters pertaining to the administration of this Agreement, or the relationship between the Company and the Union. Such payment shall be in compliance with the provisions outlined in Section 15.11 and shall be considered time worked.

## **EXCUSED PAID TIME - GRIEVANCE MEETINGS**

**Section 15.11** Authorized representatives of the Union may be allowed excused time, paid at the employee's regular basic wage rate (not to exceed the employee's scheduled tour hours in one (1) calendar day), for purposes of attending scheduled grievance meetings with Company representatives. The Union agrees, in advance of a grievance meeting, to advise the Company of the subject of the grievance. The Company and the Union mutually agree to seek arrangements which shall minimize service disruption or unnecessary expense for either party.

The Company shall endeavor to accommodate such requests for time off subject to the conditions stated hereafter:

- (a) Paid time for attending grievance meetings shall be considered actual work time.
- (b) No payment shall be made to an employee for time spent in a grievance meeting while the employee is excused from duty without pay or is on a leave of absence.
- (c) Payment shall be allowed: (1) if the employee has been excused from duty in advance by his or her manager to attend the meeting; (2) such meeting is held during said employee's scheduled working hours; and (3) said employee would have worked had the employee not attended the meeting.
- (d) When a Union-Management meeting, including a grievance meeting, ends within a reasonable time prior to the completion of the employee's scheduled tour, the employee shall return to work.

## **EXCUSED NON-PAID TIME**

**Section 15.12** Unless prevented by needs of the business, the Company will grant any employee (except full-time representatives of the Union) designated by the Union the total aggregate time off, without pay, up to a maximum of thirty (30) consecutive calendar days or a total of nine hundred sixty (960) hours in a calendar year to handle Union business. This does not include time spent in joint meetings dealing with grievances or other meetings held at the Company's request dealing with Union-Company relations. Except where it is impossible because of time or other circumstances, the Company shall be given one (1) week's notice in advance of the date of such absences

and the duration of each such absence shall not exceed thirty (30) consecutive calendar days.

## **REQUEST FOR NON-PAID TIME OFF FOR UNION ACTIVITIES**

**Section 15.13** Request for time off for Union activities shall be made in writing to the appropriate Company representative by a designated representative of the Union. In the event a verbal request for time off under the provisions of Section 15.12 is granted by supervision, such request shall be confirmed in writing by the Union.

## **UNION LEAVES OF ABSENCE**

**Section 15.14** Upon written request by the Vice President of District 7 or a designated representative of the Union, the Company shall grant leaves of absence without pay to Union officers or designated representatives for periods of not less than thirty (30) consecutive calendar days or more than one (1) year. Written requests shall contain reasons for such leaves of absence.

- (a) A leave of absence shall be required if a continuous period of absence for Union activity is to exceed thirty (30) consecutive calendar days, or if the time off for Union activities is in excess of nine hundred sixty (960) hours in a calendar year as provided for in Section 15.12.
- (b) The period of leave of absence shall be used for the purpose of enabling authorized representatives of the Union to carry on Union business.
- (c) Whether a leave of absence is granted by the Company shall be subject to the needs of the business as determined by the Company.

**Section 15.15** A leave of absence granted under Section 15.14 cannot be terminated prior to the termination date fixed by such leave except by the giving of at least one (1) week's notice to the Company, and only if the employee is to perform the employee's normal duties. Any request for the extension of a leave of absence shall be served upon the Company at least one (1) week prior to the date such leave of absence would otherwise terminate.

**Section 15.16** A Union representative, upon return from an excused absence or leave of absence, shall be reinstated at work generally similar to that in which engaged last prior to the absence, subject, however, to the provisions of this Agreement relating to layoffs. Employees shall be placed on the payroll at the wage rate received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in location or position in accordance with existing practices and wage scales.

**Section 15.17** Leaves of absence, together with any extensions or renewals, shall not exceed in the aggregate a total period of fifteen (15) years for any one individual during the individual's employment with this Company and shall be subject to the following provisions:

- (a) Leaves of absence for a total period not to exceed fifteen (15) years shall be granted full credit for service, with eligibility for death benefits as provided under the Company's "Plan", and to re-employment in the case of sickness.
- (b) During the period of a leave of absence for Union activities:
  - (1) The employee may continue the employee's Company Health Care Plan coverage and Supplemental Group Life by paying one hundred percent (100%) of the premiums for those coverages.
  - (2) The Company shall continue the employee's Basic Group Life insurance coverage in effect.
- (c) The pension band of an employee who is on a leave of absence for Union activities shall be updated to what the pension band would be if the employee had not taken a leave of absence for Union activities. Pension band determination is derived by using the employee's assigned title.

**Section 15.18** Not more than a total of ninety (90) Union officers and designated representatives shall be on such leaves of absence at any one time from the Bargaining Unit.

**Section 15.19** A leave of absence granted under Section 15.15 shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union.

## **UNION ACTIVITY ON COMPANY PREMISES**

**Section 15.20** Communications Workers of America (CWA) Union Representatives or members may solicit members and carry on similar Union activity outside of working periods in space where no Company operations or administrative work is performed. Any such activities shall be carried on in such a manner as not to interfere with the rights of an individual employee. Neither the Union, its officers, its members or agents will engage in Union activities including the solicitation of non-members to become members of the Union, in locations where Company operations or administrative work is being performed.

**Section 15.21** When an employee reports to a new work group, the local union representative shall be introduced, if present in the group, or, if not present, the name of the employee new to the work group shall be given to the

local union representative. A reasonable amount of time shall be granted to the new employee and the local union representative for the purpose of furnishing the new employee with information about the Union. Time spent during the scheduled work period for each employee will be considered time worked.

## **BULLETIN BOARDS**

**Section 15.22** Union bulletin boards shall be placed, without charge for rental space, in type, number, and location, with due regard to visibility and accessibility to the employees, as mutually agreed to between the appropriate local union and Company representative.

**Section 15.23** Material posted shall contain only factual information and shall not contain derogatory statements concerning the Company or its individual directors, officers, managers or employees, or contain material likely to be considered offensive by customers or clients who may be visiting or conducting business with the Company. Material, which in the opinion of Management, is not in conformity with the above or violates applicable legal standards under federal and/or state discrimination (EEO) laws shall be called to the attention of a local union representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on the bulletin boards shall bear a signature and title of an authorized Union Representative.

## **NON-DISCRIMINATION**

**Section 15.24** In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee.

**Section 15.25** It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee for exercising his or her right to join or assist or refrain from joining or assisting any labor organization.

**Section 15.26** The Company agrees that membership in the Union or any lawful activity on behalf of the Union will not interfere with an employee's advancement in the Company or continuity of employment.

## ARTICLE 16

### GRIEVANCE AND ARBITRATION PROCESS

#### GENERAL

**Section 16.1** The Company and the Union recognize the right of any individual employee or group of employees to present grievances to Company representatives. It shall be the objective of both the Company and the Union to settle grievances, formally or informally, at the lowest step possible. If a settlement is reached either informally or at the first step of the grievance process, it shall be non-precedential and non-referable.

**Section 16.2** Both the Company and the Union have the right to investigate the facts relating to a dispute between the parties and the Company and the Union agree to assist each other in the conduct of such investigations. On a case by case basis, the parties will provide to one another any requested documentation relevant to the dispute or issue raised in the grievance, subject to established policy, procedures or legal constraints regarding the protection of employee privacy.

**Section 16.3** Neither the Company or its representatives, nor the Union, its local representatives or members, will attempt, by means other than the grievance procedure, to bring about the settlement of any issue which is properly a subject for disposition through grievance or arbitration procedures.

**Section 16.4** Payment to authorized local union representatives presenting grievances shall be as follows:

- (a) Employees who are authorized local union representatives shall be paid for all time spent attending grievance meetings that occur during their scheduled hours, as well as for necessary time spent traveling to and from the grievance meeting during normal working hours. This time shall be considered time worked.
- (b) Unless otherwise provided specifically in this Article, no more than two (2) authorized local union representatives shall be paid and no more than two (2) local union representatives and two (2) Company representatives may meet for the purpose of grievance meetings.

**Section 16.5** The time periods under this Article may be extended by written, mutual agreement of the parties.

**Section 16.6** Upon mutual agreement of the Company and Union Bargaining Agents, any step of the grievance process may be by-passed.

**Section 16.7** The Company and Union Bargaining Agents may, from time to time, mutually agree to modify this Article.

## **GRIEVANCE FORMAT**

**Section 16.8** Grievances which are filed must be in typewritten/legible form and must contain:

- (a) the name or names of the employees aggrieved;
- (b) the specific section or sections, if any, of this Agreement which are claimed to have been violated and a brief description of the circumstances out of which it arose; and
- (c) the local union's settlement proposal.

## **DISCIPLINE GRIEVANCES**

**Section 16.9** Sections 16.10 through 16.13 shall apply only to those disciplinary actions defined in Section 17.1 and Section 17.3 of this Agreement.

### **Step One**

#### **Section 16.10**

- (a) The local union representative must file a grievance with the employee's immediate Director, or his or her designated representative, within thirty (30) calendar days after the event(s) giving rise to the grievance.
- (b) The local union and Company representatives shall meet within twenty-one (21) calendar days after the grievance was filed. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the local union may proceed to the next step of this process.
- (c) The local union will furnish the Company with a typewritten/legible acceptance, rejection or notice of appeal within fourteen (14) calendar days after receipt of the Company's disposition.

## Step Two

**Section 16.11** If the grievance is not resolved in Step One the CWA Staff Representative (or his or her local union designee on grievances related to written warnings, including warnings of dismissal) will present the grievance to a Labor Relations representative.

- (a) A joint Union-Company meeting will be held within thirty (30) calendar days after notice of appeal. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the Union may proceed to the next step of this process.
- (b) If the parties resolve the grievance at this step, the settlement shall be non-precedential and non-referable.
- (c) If the grievance is unable to be resolved during the meeting, the Union will have sixty (60) calendar days to notify the Company of their intent to appeal the grievance through a bench arbitration process.
- (d) Discipline grievances that are filed because of written warnings, including warnings of dismissal, are not subject to bench arbitration. These grievances, if not resolved at Step Two, may be appealed by the CWA representative to Arbitration.
- (e) Within one hundred and twenty (120) calendar days after notice of the appeal of the grievance, the Company and the Union shall submit the grievance to be heard before a mutually agreed upon neutral third party, who will conduct a bench arbitration. Extensions to the one hundred and twenty (120) calendar day timeframe may be mutually agreed upon by the Bargaining Agents.
- (f) Grievances that are filed because of pay-impacting discipline related to alleged violations of the Company's policies on discrimination, harassment, (sexual and other), workplace violence, off duty misconduct, and accurate books and records will not be subject to bench arbitration unless otherwise agreed to by the Company and the Union. These grievances, if not resolved at Step Two, may be appealed by the CWA representative to Arbitration.

**Section 16.12** If a grievance is not met on at Step One or Two within ninety (90) days from the event, the union may appeal the grievance to the Bargaining Agents for further review.



## BENCH ARBITRATION

**Section 16.13** Bench arbitrations shall be conducted in accordance with guidelines mutually established by the Company and Union and will only apply to grievances that arise under the Agreement as required by law.

- (a) A grievance is considered to arise under the Agreement [1] where it involves facts and occurrences that arose before expiration of the Agreement, [2] where an action taken after expiration infringes a right that accrued or vested under the agreement, or [3] if it involves rights which accrued or vested under the Agreement, or rights which carried over after expiration of the Agreement, not as legally imposed terms and conditions of employment but as continuing obligations under the contract.
- (b) The decision of the arbitrator shall be final and binding on both parties, and the Company and the Union agree to abide by such decision. The decisions shall be non-precedential and non-referable.
- (c) The arbitrator shall have no authority to change, add to or subtract from the terms of this Agreement.
- (d) The arbitrator shall determine whether the discipline was for just cause. Under no circumstances shall the Company be liable for back pay for more than eighteen (18) months after the date of the disciplinary action giving rise to the grievance.
- (e) With respect to the bench arbitration process, each party shall pay for the expenses of its own witnesses and representatives. The expenses and compensation of the neutral third party and the general expenses of the bench arbitration process shall be borne equally by the parties.

## ALL OTHER GRIEVANCES

### Step One

#### Section 16.14

- (a) Regional impacting grievances may be filed at Step Three.
- (b) The local union representative must file a grievance with the appropriate manager within thirty (30) calendar days after the event(s) giving rise to the grievance.

- (c) The only exception is that any grievance regarding the administration of the Post and Bid Process or other activity regarding placement of occupational employees shall be presented directly to the staffing personnel responsible for the decision which resulted in a grievance activity.
- (d) The local union and Company representatives shall meet within fifteen (15) calendar days after the grievance was filed. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the local union may proceed to the next step of this process.
- (e) The local union will furnish a typewritten/legible acceptance, rejection or notice of appeal within fourteen (14) calendar days following receipt of the Company's disposition.

## **Step Two**

**Section 16.15** If the grievance is not resolved at Step One, the local union representative will present the grievance to the appropriate Labor Relations representative. The process shall be as follows:

- (a) The local union and Company representatives shall meet within forty-five (45) calendar days after receipt of the notice of appeal to Step Two. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the local union may proceed to the next step of this process.
- (b) The local union will furnish the Company with a typewritten/legible acceptance, rejection or notice of appeal within fourteen (14) calendar days after receipt of the Company's disposition.

**Section 16.16** If a grievance is not met on at Step One or Two within ninety (90) days from the event, the union may appeal the grievance to the Bargaining Agents for further review.

## **Step Three**

**Section 16.17** Discipline cases, as defined in Section 16.9 of this Agreement, are not subject to Step Three of the grievance process. For any other grievance which is not resolved at Step Two, the Union Bargaining Agent(s) will present the grievance to the Company Bargaining Agent.

- (a) The Union and Company representatives will meet within forty-five (45) calendar days after receipt of the notice of appeal from Step Two. The Company will furnish the Union with a typewritten/legible disposition within forty-five (45) calendar days after the grievance meeting. This requirement may be satisfied by the parties mutually agreeing to submit the grievance to an alternative dispute resolution process, provided that the process is completed and the Company provides the Union with a typewritten/legible disposition within forty-five (45) calendar days after receipt of the notice of appeal from Step Two.
- (b) Within sixty (60) calendar days after receipt of the Third Step disposition, the Union must notify the Company in writing of its intent to reject, accept or arbitrate the proposed Third Step disposition.

## ARBITRATION

**Section 16.18** After the Company has received a written notice of intent to arbitrate under Section 16.11(f) or Section 16.17(b) of this Agreement, the grievance shall be arbitrated subject to the following conditions:

- (a) The provisions for arbitration shall apply to any grievance that arises under the Agreement as defined by law and only to controversies regarding the true intent and meaning of any provisions of this Agreement or regarding a claim that a commitment made in this Agreement has not been fulfilled or regarding discipline described in Section 16.11(f) above.
- (b) A grievance is considered to arise under the Agreement [1] where it involves facts and occurrences that arose before expiration of the Agreement, [2] where an action taken after expiration infringes a right that accrued or vested under the agreement, or [3] if it involves rights which accrued or vested under the Agreement, or rights which carried over after expiration of the Agreement, not as legally imposed terms and conditions of employment but as continuing obligations under the contract.
- (c) Within sixty (60) calendar days of receipt of the notice of intent to arbitrate, the Company and the Union Bargaining Agents shall meet and attempt to negotiate a settlement. If such efforts are unsuccessful, the Union will request a panel provided by the Federal Mediation and Conciliation Service.

- (d) The arbitration hearing shall be scheduled as soon as possible, subject to the schedules of the participants, and carried to a conclusion as expeditiously as possible. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall render a decision in writing to both parties within sixty (60) calendar days of the completion of the hearing.

**Section 16.19** The decision of the arbitrator shall be final and binding on both parties, and the Company and the Union agree to abide by such decision.

**Section 16.20** The arbitrator shall have no authority to change, add to or subtract from the terms of this Agreement.

**Section 16.21** In disciplinary cases subject to Bench Arbitration and Arbitration, the arbitrator shall determine whether the discipline was for just cause. Under no circumstances shall the Company be liable for back pay for more than eighteen (18) months after the date of the disciplinary action giving rise to the grievance.

**Section 16.22** Each party shall pay for the expenses of its own witnesses. The expense of the arbitrator or neutral third party and the general expenses of arbitration shall be borne equally by the Company and the Union.

**Section 16.23** The following shall not be arbitrable under this Article:

- (a) training selections under Section 7.1 of this Agreement;
- (b) administration of the Voluntary Separation Payment Program;
- (c) demotions and terminations under Article 23 of this Agreement;
- (d) the terms and administration of pension and welfare benefit plans which are subject to the Employee Retirement Income Security Act of 1974, as amended (including, without limitation, the terms of any proposed change in such plan, plan administration and matters of eligibility);
- (e) disciplinary actions involving employees with less than one year Term of Employment;
- (f) Company or Union initiated job evaluations under Article 6 of this Agreement;
- (g) any other subjects mutually agreed to by the Company and Union Bargaining Agents.

## ARTICLE 17

### DISCIPLINE

**Section 17.1** At any meeting between a representative of the Company and an employee in which discipline (including warnings which are going to be recorded in the personnel file, suspension, demotion or dismissal for just cause) is to be taken, a local union representative shall be present if the employee so requests.

**Section 17.2** If the affected employee did not request local union representation, and such action was taken, notice shall be given to the appropriate local union representative.

**Section 17.3** In the event an employee is dismissed, suspended, demoted or had a warning put in their personnel file, a charge that the action taken was without just cause shall be handled in accordance with Article 16 of this Agreement.

**Section 17.4** For the purposes of this Agreement, the following definitions apply:

- (a) A dismissed employee is one whose service is involuntarily terminated from the Company for any reason other than transfer to or engagement by another employer, layoff, resigned, work completed (for Regular Term employees), retirement or death.
- (b) A suspended employee is one who is prospectively prohibited by the Company from working for a specific period of time for disciplinary reasons.
- (c) A demoted employee is one who, as a result of discipline for any reason, is transferred to a different job that has a lower maximum basic rate of pay. Retreats under the Post and Bid Process or placement as a result of medical restrictions are not considered demotions in this Agreement.

## ARTICLE 18

### EMPLOYEE CLASSIFICATIONS

#### REGULAR FULL-TIME EMPLOYEES

**Section 18.1** A Regular Full-Time employee is one who is scheduled to work at least forty (40) hours per calendar week for an indefinite period of time.

#### REGULAR PART-TIME EMPLOYEES

**Section 18.2** A Regular Part-Time employee is one who, for an indefinite period of time, will be scheduled to work fewer hours than a Regular Full-Time employee is usually scheduled to work in a calendar year.

- (a) Part-Time: will be scheduled to work for at least one thousand one hundred fifty (1,150) hours per calendar year. At the mutual agreement of the employee and the manager, the employee may be scheduled fewer hours.
- (b) Part-Time Seasonal: will be scheduled to work for at least one thousand one hundred fifty (1,150) hours per calendar year and may not be scheduled during the slow work season as determined by the manager.

Within an RCA, up to fifteen percent (15%) of the workforce within a job title may be classified as Part-Time Seasonal employees. Within an RCA up to fifteen percent (15%) of the workforce within a job title may hold the combined classifications of Part-Time Seasonal and Regular Part-Time. The fifteen percent (15%) may be exceeded upon mutual agreement between the Company and the local union up to a maximum of twenty percent (20%). Exceptions that exceed twenty percent (20%) require mutual agreement between the Union and Company Bargaining Agents.

Regular Part-Time employees (Part-Time Seasonal and Part-Time) will be scheduled tours of at least four (4) hours.

**Section 18.3** For employees who are classified as Regular Part-Time (Part-Time Seasonal and Part-Time) after January 1, the scheduled hours under this Section shall be prorated by multiplying 1,150 by a fraction which has a numerator equal to the number of weeks remaining in the calendar year and a denominator of 52.

**Section 18.4** Regular Part-Time employees (Part-Time Seasonal and Part-Time) with an "equivalent work week" of thirty (30) or more hours shall be eligible to participate, on the same basis as Regular Full-Time employees, in the Health Care Plan, and the Life Insurance Plan. Regular Part-Time (Part-

Time Seasonal and Part-Time) with an “equivalent work week” of more than twenty (20) hours but less than thirty (30) hours shall be eligible to participate in the Health Care Plan (medical, dental and vision) at premium contribution rates equivalent to one-hundred fifty percent (150%) of a Regular Full-Time employee.

**Section 18.5** Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall be eligible to participate in the CenturyLink Union 401(k) Plan and such participation shall be based on his or her actual wages.

**Section 18.6** Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall be eligible to participate in the Qwest Pension Plan on a prorated basis, as provided by the terms of such plan.

**Section 18.7** Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall receive pay for contractually authorized holidays, vacations, personal days, Company designated personal days, paid absence under Article 12, the Disability Plans, separation payments under Article 19 and other "time paid for but not worked", on a prorated basis, based on the employee's current "equivalent work week", at their basic wage rate, plus any applicable differential.

**Section 18.8** Regular Part-Time employees (Part-Time Seasonal and Part-Time) may schedule personal and vacation time on days they are not scheduled to work. Part-Time Seasonal employees who schedule vacation during the slow season months as determined by the Company will be paid based on a forty (40) hour equivalent work week.

**Section 18.9** When a Regular Full-Time employee transfers to a Regular Part-Time classification (Part-Time Seasonal or Part-Time), he or she will maintain an equivalent work week of forty (40) for the remainder of the calendar year. When a Regular Part-Time employee transfers to a new assignment with a Part-Time or Part-Time Seasonal classification, he or she will maintain their existing equivalent work week for the remainder of the calendar year.

When any other employee, i.e. a new hire, Regular Term, or Incidental, is assigned to the Part-Time (Part-Time Seasonal or Part-Time) classification, he or she will be assigned an equivalent work week (EWW) of 25. The EWW will remain in effect for the balance of the calendar year adjusted in accordance with the timeframes noted in Section 18.10.

**Section 18.10** The equivalent work week will normally be determined by dividing the total of actual time worked and time paid for but not worked during the twelve (12) months October 1 of each year by 52.2 and rounding the result to the next higher whole number. The equivalent work week may not exceed forty (40) hours. On or about October 1 of each year, each Regular Part-Time employee's equivalent work week will be reviewed and, if appropriate, adjusted. Such adjusted equivalent work week will be effective on January 1 of the following year and will remain in effect until adjusted under this paragraph.

Example: 1,375 hours divided by 52.2 equals 26.3; rounded to the next higher whole number equals an equivalent work week of 27.

**Section 18.11** Any Regular Part-Time or Seasonal employee with an EWW of forty (40) hours for the last two (2) consecutive calendar years, as outlined in Section 18.10, will have the option of converting to Regular Full-Time.

## **INCIDENTAL EMPLOYEES**

**Section 18.12** An Incidental employee is one who, for an indefinite period of time, is employed on an as needed basis for a cumulative total of no more than one thousand one hundred and twenty (1,120) hours in a calendar year. The terms of Articles 11, 12, 13, 14 and 23 shall not apply to Incidental employees. Incidental employees shall not participate in the Health Care Plan (except as stipulated in Section 18.13), Life Insurance Plan, Disability Plan, or any other employee benefit plan which does not expressly include Incidental employees as a class of employees.

The Company shall have no more than five hundred (500) Incidental employees on the payroll. Exceptions to this restriction may be agreed upon at the Bargaining Agent level. The Company shall provide to the Union a quarterly report that contains the number of Incidentals.

**Section 18.13** An Incidental employee who works more than twenty (20) hours per week may participate in the Health Care Plan, which covers active employees for healthcare (medical, dental, vision and spending accounts) coverage:

- (a) Beginning in the first calendar month after he or she completes sixty (60) consecutive days on the Company's payroll; and
- (b) Provided that he or she pays the full cost for coverage elected by the employee at premium contribution rates equivalent to one hundred fifty percent (150%) of the premium contribution rate of a Regular Full-Time employee.

**Section 18.14** An Incidental employee shall receive a progression wage increase whenever his or her cumulative, actual hours worked and paid for equal one thousand forty (1,040) hours or multiples thereof.

**Section 18.15** The Company will not schedule an Incidental employee for a tour shorter than four (4) hours.

**Section 18.16** The Company may assign an Incidental employee to any job title for which he or she is basically qualified.



## REGULAR TERM EMPLOYEES

**Section 18.17** A Regular Term employee is one who is employed for a specific project with the definite understanding that his or her employment will terminate upon completing the project. A Regular Term employee shall be further classified as either "Full-Time" or "Part-Time". Regular Term Full-Time employees shall have the benefits and entitlements of Regular Full-Time employees. Regular Term Part-Time employees shall have the benefits and entitlements of Regular Part-Time employees.

**Section 18.18** A Regular Term employee will ordinarily be hired for a period of up to three (3) years. With the Union's concurrence, a Regular Term employee may be employed for more than three (3) years if the Company assigns such employee to work on a specific customer contract which extends beyond three (3) years.

**Section 18.19** The terms of Articles 19, 21, and 23 shall not apply to Regular Term employees. Regular Term employees may not participate in the Training/Retraining Program.

**Section 18.20** Any Regular Term employee whose period of employment is shortened by the Company from his or her initial period of employment without two (2) weeks notice shall be paid a lump sum equal to the employee's basic wage rate for two (2) weeks.

## GENERAL

**Section 18.21** A former employee who is rehired by the Company and receives health care benefits as an eligible retiree under the CenturyLink Retiree and Inactive Health Plan will no longer be eligible to continue to receive retiree healthcare (medical, vision, dental or spending accounts) coverage while actively employed. Retiree healthcare coverage may resume upon the employee's termination from active employment.

**Section 18.22** The Company intends to use Part-Time, Term, and Incidental employee classifications as a strategy to assist in fulfilling the intent of the Letter of Agreement on Contracting of Work and to manage effectively changing customer and employee needs, periodic shifts in business demands and evolving needs of the business.

Use of these classifications as an alternative to contracting will be discussed with CWA representatives as outlined in the Letter of Agreement on Contracting of Work.

## ARTICLE 19

### FORCE ADJUSTMENT AND FORCE REDUCTIONS

#### FORCE ADJUSTMENT DECISIONS

**Section 19.1** The Company shall determine when it may be necessary to make force reductions. The three available options include ZIPP Voluntary Separation Payment Program (ZIPP VSPP), Reduction of Hours, and the declaration of a formal surplus. Prior to implementation of a formal surplus, the Company should, if applicable, adjust its force under the provisions of Article 20.

When force adjustment becomes necessary in any Adjustment Group within an RCA, the Company shall first discontinue or reduce the use of any Incidental or Term employees within the Adjustment Group where the force is to be reduced, to the extent that such termination of services does not impact the Company's ability to meet the demands of service or force adjustment transition process.

#### ZIPP VOLUNTARY SEPARATION PAYMENT PROGRAM (ZIPP VSPP)

**Section 19.2** The Company may, at its discretion, offer the option of ZIPP VSPP by seniority within a title, within an RCA, and Organization, in order to eliminate the need for other force adjustment processes. Employees who accept ZIPP VSPP will be entitled to all regular Voluntary Separation Payment Program (VSPP) separation entitlements.

#### REDUCTION OF HOURS

**Section 19.3** Whenever, in the judgment of the Company, there exists a need for a temporary reduction in work time, the Company agrees to give the Union fifteen (15) calendar days notice of its intent to negotiate a Reduction of Hours Program. The Company will determine the extent of the reductions required and the Adjustment Group(s) and RCA(s) affected. The Company and Union will work together in order to minimize the impact on the employee groups. Reduction of Hours may include either voluntary or involuntary reduction of hours but will require mutual agreement of the parties.

When a Reduction of Hours Program is administered in locations where a state-approved program exists that provides partial payment of unemployment insurance benefits (to eligible, participating employees), the Company shall submit an application to the appropriate state agency to establish eligibility for such benefits.

Nothing in this section prohibits the Company from combining Reduction of Hours with other force adjustment provisions.

## FORMAL SURPLUS DECLARATION

**Section 19.4** The Company's Bargaining Agent will provide written notice to the Union's Bargaining Agent, providing a description of the location(s) or area(s), title, and work group(s) affected. After such notice to the Union, the local Company organization and the local union representative will together notify the employees within the affected work group(s). The Company will provide the affected work group with a minimum of ninety (90) calendar days notice. The Company and Union may agree to a modification of the notification period. Should it become necessary to increase the declaration number once surplus has been formally declared in an Organization within a title and RCA, a new declaration must be made for the entire force group with a revised ninety (90) day resolution date.

## ADJUSTMENT GROUP

**Section 19.5** The Company shall determine the work groups or titles to be force adjusted (the "Adjustment Group"). The Adjustment Group will include all Regular employees within the same Organization having the same title who are within a Reasonable Commuting Area ("RCA") as defined in Addendum 6. The Company and the Union may mutually agree to a different Adjustment Group, e.g. one that combines titles, includes employees in different Organizations performing essentially the same type of work in the same or different title within the RCA, or considers factors such as function based skill requirements within a title, Organization and RCA. The Union and Company agree to give good faith consideration to requests that would alter the Adjustment Group.

## SURPLUS RESOLUTION PROVISIONS

**Section 19.6** Employees in the Adjustment Group, within seven (7) calendar days of the surplus notification, will be covered on the provisions and entitlements available under this Article. Available surplus resolution provisions include reassignment, Voluntary Separation Payment Program (VSPP), Surplus Transitional Leave of Absence (STLA), Expanded Voluntary Separation Payment Program (EVSP), elimination of contractors, Incidentals and Terms, and layoffs/Involuntary Separation Payment Program (ISPP). Details on these provisions are as follows:

- (A) **Reassignment:**
- (1) **Follow your Work:** When work of a Force Adjustment Group(s) is being transferred to another RCA, the Company shall offer employees in the Adjustment Group(s) the opportunity to transfer to the work group(s) in the receiving RCA when there are openings the Company determines are to be filled. Such transfer shall not create a surplus in the same title and function in the receiving RCA.
  - (2) **Post and Bid:** Surplus employees will receive priority consideration for downgrade or lateral placement opportunities through the Post and Bid Process based on TOE provided they meet the basic qualifications to

perform the duties. Basic qualifications would include any test/skill requirements. However, in some circumstances, the Company may find it necessary to reserve the right to select a candidate that is better qualified in jobs which fall in Wage Scale 4 and above. Such occurrences will be discussed with the Union. Exceptions may be agreed upon at the Bargaining Agent level. Placement in an opening outside of this Bargaining unit will be governed by the staffing guidelines applicable to the job opening.

- (a) **Reassignment Pay Protection Allowance (RPPA):** If an employee accepts an assignment at any Qwest subsidiary where the current rate of pay (hourly equivalent) of the new position is less than the current rate of pay (hourly equivalent) of the employee's regular position (excluding lateral zone adjustments), the employee will be paid the difference between their current rate (hourly equivalent) and the rate (hourly equivalent) of the new position in bi-weekly payments based on the employee's TOE at the time of the assignment in accordance with the following table:

**TOTAL AMOUNT OF ALLOWANCE PAY**

<b>Term of Employment</b>	<b>Period of Payment</b>
0 but less than 5 years	13 weeks
5 but less than 10 years	39 weeks
10 but less than 15 years	78 weeks
15+ years	156 weeks

If an employee is subsequently downgraded through another force adjustment he/she will be entitled to a second RPPA which will run concurrently with the remainder of the first RPPA period.

RPPA will be subject to recalculation if a subsequent promotion occurs within the Company due to a subsequent force adjustment.

RPPA will be discontinued upon regular movement through the Post and Bid Process.

(b) **Relocation:** A Regular employee who accepts an assignment under the provisions of this Article will be reimbursed for the cost of moving in accordance with Addendum 2 if the employee: (a), has more than one (1) year of TOE; (b), must travel more than fifty (50) miles further to the new work location from his/her residence than to the existing work location; and, (c), as a result, elects to relocate.

(3) **Discretionary Job Offers:** The Company may, at its discretion, offer an employee a lateral or upgraded position for which the employee is basically qualified which would not require the employee to travel more than thirty-five (35) miles further to their new work location than to their former work location. This offer may be made regardless of whether the employee has submitted a self-nomination for the position. Rejection of this offer will result in forfeiture of Article 19 entitlements except priority consideration as described above.

(B) **Voluntary Separation Payment Program (VSPP):** The Company shall offer Regular employees within an Adjustment Group, the opportunity to elect voluntary separation payments under VSPP. This offer will be in order of TOE. The number of employees who make such election shall not exceed the number of employees the Company determines to offer this alternative. Neither such determination by the Company or any other part of the VSPP Sections of this Article shall be subject to arbitration.

Employees who elect to leave the service of the Company as a VSPP participant may receive, in combination with such benefits, a retirement service pension (if eligible for such pension) plus compensation for any accrued, unused entitlement time to which the employee is entitled at the time of leaving the Company. The Company will set the separation date(s) that are applicable to employees electing to separate as a VSPP participant.

Any employee who elects to leave the service of the Company as a VSPP participant shall not have eligibility to the Recall Rights Provision outlined in Section 19.6 (l) of this Article.

An employee's election to leave the service of the Company and receive voluntary separation payments must be in writing, and delivered to the Company within ten (10) working days from the date of the Company's offer in order for the

employee to be accepted as a participant under the provisions of VSPP. Such election may not be revoked after the ten (10) day period.

The voluntary separation payments elected in accordance with VSPP will be calculated as follows:

- (1) One thousand one hundred dollars (\$1,100) for each year of TOE (prorated for any partial year of service) to a maximum of twenty-six thousand four hundred dollars (\$26,400), but in no event to exceed twice the base annual salary plus applicable differentials.
  - (2) Employees separated under the provisions of VSPP will be treated under the Separation Payment Guidelines outlined in Section 19.6(H).
- (C) **Surplus Transitional Leave of Absence (STLA):** Employees in an Adjustment Group may elect STLA for a maximum of two (2) years if they meet all eligibility requirements. STLA is in lieu of separation payments. An employee is STLA eligible if they are on the active payroll and in a position identified as surplus, and either currently eligible for a pension (i.e., service or disability pension), or within two years of the actual age and/or years of service required for a service pension. (This includes employees within two (2) years of bridging the necessary service).

The time on leave counts toward service pension eligibility and for computing the amount of service pension. Any reduction for early retirement will apply based on the employee's actual age and service at the time of retirement at the end of the STLA.

Medical, dental, and vision benefits along with Group Life Insurance will continue during the leave the same as for an active employee. If an employee elects to continue Supplemental Life, Dependent Life and Long-Term Care Insurance, they will be billed. Contributions to Dependent Care Spending Accounts will be suspended; however, claims on amounts remaining in the account for expenses incurred through the end of the calendar year in which the suspension of contributions occurred may be billed. Health Care Spending Accounts will only be available (under the provisions of COBRA) on an after-tax basis; if employees do not elect to continue, only those expenses incurred through the date the STLA commences can be reimbursed.

For those eligible employees, telephone concession as well as PATHWAYS will continue during the leave.

CenturyLink Union 401(k) Plan contributions will cease. Employees may request withdrawals, fund transfers, or loans while on leave, but may not request total distribution of their account.

STLA will expire prior to the end of the two (2) year period if the employee on leave is hired by any CenturyLink entity or any former Bell System company and is covered for interchange of benefit obligation, including Mandatory Portability Agreement or Divestiture Interchange Agreement, if the employee on leave designates a date within the two (2) year period that the STLA is to end, or in the event of the death of the employee.

- (D) **Expanded Voluntary Separation Payment Program (EVSP):** Approximately forty five (45) days prior to the resolution date, the Company may elect to expand the VSPP election to other force groups not affected by a force adjustment, within or outside the RCA, as an additional method to reduce an Adjustment Group. Employees in the Adjustment Group who are facing layoff shall be considered for positions once during the expanded VSPP process. Administration and application of an expanded VSPP offer shall be in accordance with the mutually established guidelines which are set by the Company and Union Bargaining Agents.

- (E) **Elimination of Incidentals and Terms:** In order to avoid a layoff, employees classified as Incidental and Term within an RCA shall be released prior to looking at contracting provided, however, that such employees may be retained or employed temporarily to meet emergency or peak load situations, or to perform functions that employees in the Adjustment Group are not skilled or trained to perform.

No later than twenty (20) calendar days prior to the resolution date, the Company shall provide to the Union a list of Incidentals and Term employees who work in the impacted RCA. The list shall include their titles and the number of hours they have worked in the last six (6) months

Impacted employees who have indicated an interest in replacing a Term/Incidental shall be offered these positions if they have the skills and training to perform such work.

- (F) **Elimination of Contractors:** Work previously performed by represented employees (since August 13, 1989) currently being performed by contractors for the Company will be

treated as follows, unless otherwise excluded by this Article or Addendum 9:

- (1) **Contracting Within the RCA:** As of the date of a proposed layoff, contracting within the impacted RCA shall be discontinued to the extent necessary to avoid the laying off of Regular employees if there are any employees in the Adjustment Group who have the training and skills to perform such work. Work that was previously performed within a job title shall be brought back within the job title. This does not preclude the Company from initiating an Article 6 job evaluation on a work function.

No later than fifteen (15) calendar days prior to the resolution date the Company shall provide the Union a list of contractors who are performing work previously performed by represented employees in the impacted RCA. The list shall include the type and amount of work they perform in the RCA.

Work that must be returned in accordance with this subsection will be returned under the following guidelines:

- (a) Work previously performed within a job title shall be returned and assigned to employees in the adjustment group with the skills and training to perform such work.
- (b) If the returned work, as outlined in subsection (a), does not resolve the surplus, work previously performed outside of the title shall be offered to the impacted employees that have the skills and training to perform the work. However, if the returned work will create an opportunity for an upgrade, the Company will offer returned work to employees in the Adjustment Group that have the skills and training to perform the work. The local union shall assist in the identification of non-impacted employees who would be interested in such an opportunity.

The fact that expense may be incurred shall not be a factor in returning the work unless it imposes a significant start-up expense or investment requirement (e.g. purchasing a backhoe, test set, trencher, or a mini-sneak would not be considered significant).



- (2) **Contracting from Call Centers:** Call Center work previously performed by represented employees in the impacted center that was contracted out by the Company after August 16, 2003, shall be discontinued to the extent necessary to avoid laying off Regular employees if the impacted employees have the training and skills to perform the work and the return of work can be achieved with no more than a de minimus added cost to the Company.

The Company would return the contracted work to the impacted center if the work being returned were of a similar nature to the work being performed in that center. However, if the center is now performing work dissimilar to that of the contracted work, the Company would place the contracted work in a center of their choice.

In a situation where there is a center closure, the Company must discontinue the contracted work previously performed by represented employees in the impacted center in an amount equal to the number of employees to be laid off. The Company would place the contracted work in a center of their choice.

Where there are open positions described in each of the above two paragraphs, the employee(s) in the Adjustment Group shall be offered the option to perform the returned work in the new location.

If the Company contracted only particular function(s) previously performed by a represented job title, and the Company returns that work under this Section, the Company can choose to have the contracted function(s) performed separately rather than integrating the work back into an existing job title. If it does so, a new job title and/or wage scale may be created in accordance with Article 6 of this Agreement, and the thirty (30) calendar day period for implementation of the Company's proposed title and wage scale as outlined in Article 6.1(b) shall be waived. Although not required by this subsection, if the Company chooses to bring in contracted work not previously performed by represented employees where they have the skills and training to perform such work, the terms of this paragraph will also apply.

For purposes of this Section, an employee shall be considered to have the necessary training and skills if the employee meets the following criteria:

- (a) He/she has passed the appropriate screens and tests for the work being returned;

**OR**

- (b) He/she currently holds the title of the work being returned and is performing or has performed the work being returned for more than six (6) months in the last five (5) years. This may not apply if the work being returned has significantly changed since the employee performed the work;

**AND**

- (c) He/she can become proficient in the basic job duties of the returning work with minimal training, normally not to exceed two (2) weeks.

- (G) **Layoff Procedures:** If a force adjustment will necessitate layoffs involving Regular employees, the Company Bargaining Agent shall notify the Union Bargaining Agent in writing, at least fifteen (15) calendar days prior to taking such action, and shall offer to negotiate with the Union concerning the best alternative methods for further reduction of the Adjustment Group and preventing layoffs. If no agreement is reached in fifteen (15) calendar days, further reductions of the Adjustment Group shall proceed under the Company's original plan for force adjustments.

Layoffs shall be made effective among employees in inverse order of TOE within the defined Adjustment Group in an RCA, subject to the following conditions:

Regular employees laid off under the provisions of this Article will be entitled to involuntary separation payments under the Involuntary Separation Payment Program (ISPP), plus compensation for any accrued, unused entitlement time to which the employee is entitled at the time of leaving the Company. Employees who leave the service of the Company as a participant in ISPP may receive, in combination with such benefit, a retirement service or vested pension (if eligible for such pension).

The involuntary separation payments paid in accordance with the ISPP Table will be calculated based on TOE as follows,

but in no event to exceed twice the base salary plus applicable differentials:

**ISPP TABLE**

<b>TERM OF EMPLOYMENT (TOE)</b>	<b>DOLLAR PAYMENT</b>	<b>TERM OF EMPLOYMENT (TOE)</b>	<b>DOLLAR PAYMENT</b>
less than 1 year	less than \$ 600	20	16,900
1	600	21	18,400
2	1,200	22	19,900
3	1,800	23	21,400
4	2,400	24	22,900
5	3,000	25	24,400
6	3,600	26	25,900
7	4,200	27	27,400
8	4,800	28	28,900
9	5,400	29	30,400
10	6,400	30	31,900
11	7,400	31	33,400
12	8,400	32	34,900
13	9,400	33	36,400
14	10,400	34	37,900
15	11,400	35	39,400
16	12,400	36	40,900
17	13,400	37	42,400
18	14,400	38	43,900
19	15,400	39	45,400
		40	46,900
		41	48,400
		42	49,900
		43	51,400
		44	52,900
		45	54,400
		Etc.	Etc.

Employees who are separated under the provisions of ISPP will be treated under the Separation Payment Methods outlined in Section 19.6 (H).

(H) **Separation Payment Method:** Employees will receive a separation payment, extended medical/dental and vision benefits, and education benefits under VSPP or ISPP provisions in accordance with the following:

- (1) A lump sum payment to be made within sixty (60) calendar days after the employee has left the service of the Company. If an employee who has received a separation payment is re-employed as a Regular employee by any CenturyLink subsidiary or

affiliates, they will repay the difference between (a) the lump-sum paid; and (b) the amount the employee would have received between the date of separation and date of re-engagement if the separation payment had been paid out using a bi-weekly payment method. Repayment of this amount shall be made at the time of re-employment or, if deemed appropriate by the Company, through the terms of the current Company payroll policy.

If an employee who left the Company under VSPP or ISPP is subsequently re-employed and again paid payments under this Article, the separation payments in the case of the second or of any subsequent VSPP or ISPP participation, shall be based upon the employee's TOE, less any prior separation payments received (if required as outlined in the prior paragraph) and not refunded to the Company.

- (2) Regular employees who are not eligible for a service pension and whose employment is terminated as a result of a layoff or application of the force adjustment provisions of the VSPP, shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans or successor plans, as follows:

To exercise any of the following options, the employee must complete and return the COBRA Election Form, contained within the COBRA packet sent to the employee following separation, within sixty (60) calendar days of receipt.

- (a) An employee with less than one (1) year of TOE, who is eligible for coverage at the time of termination of employment, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.
- (b) An employee whose TOE is at least one (1) year, but less than five (5) years, will be eligible for coverage, at the Company subsidized active employee rate, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15)

months, at the employee's expense, by paying the monthly premium amount.

- (c) An employee whose TOE is five (5) years or more will be eligible for coverage, at the Company subsidized active employee rate, for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If, during the period of any extended medical/dental/vision coverage as described above, the plans are changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended coverage program.

- (3) Employees shall be eligible to participate in the PATHWAYS Program outlined in this Agreement. (See Letter of Agreement on PATHWAYS to the Future)

(l) **Recall Rights:** Regular employees laid off under the provisions of this Article shall be recalled in order of TOE for Regular Part-Time or Regular Full-Time job vacancies within the same title or lateral titles in the same wage scale, Organization and RCA where the layoff occurred provided:

- (1) the employee has not been laid off more than two (2) years;
- (2) the employee is able to perform the essential functions of the job, (e.g. he/she would not be entitled to recall if a medical restriction prevented him/her from performing those functions);
- (3) the employee successfully completes all applicable pre-placement screens, (i.e. drug test, background check);
- (4) the employee has submitted a self-nomination request through the Post and Bid Process for the posted job in the same title or lateral titles in the same wage scale,

Organization and RCA from which the layoff occurred;

- (5) the employee can become proficient in the basic job duties of the job title, if different than the job title the employee was laid off from, with minimal training, normally not to exceed two (2) weeks.

If an employee was on a step of discipline at the time of layoff, the employee will not be eligible for recall.

When an employee accepts a recall offer to the same title or lateral title in the same wage scale, the Company has fulfilled its recall obligation. An employee, who accepts a recall offer and subsequently resigns, fails training or is terminated from employment, will no longer have recall rights. An employee who declines a recall offer of employment will no longer have recall rights.

Failure to report for duty on a start date no less than seven (7) calendar days from the final job offer date constitutes a declination and a forfeiture of recall rights.

### **Layoffs Not Constituting a Break In Service**

**Section 19.7** When an employee is laid off due to lack of work and such employee is re-engaged as Regular or Regular Term within a two (2) year period from date of layoff, prior service will be credited as follows:

- (a) Immediately upon reinstatement providing the period was six (6) months or less;

**OR**

- (b) When the period of layoff exceeds six (6) months, service will be deducted for the period of layoff.

**NOTE** If an employee returns to work within two (2) years of the layoff under any classification other than Regular or Regular Term, the layoff bridge rule will be applied if the employee, without interruption in service, is later reclassified as a Regular or Regular Term employee.

## ARTICLE 20

### LATERAL FORCE REARRANGEMENT

**Section 20.1** The Company may adjust its force within an Organization within or between Reasonable Commuting Areas (RCA) for such reasons as force leveling/force imbalances. This will be handled outside the Post and Bid Process provisions of Article 21 and does not require invoking the provisions of Article 19, except as provided in this Article, in accordance with the following provisions:

#### WITHIN A REASONABLE COMMUTING AREA

**Section 20.2** The Company may reassign employees within an RCA, as defined in Addendum 6; such reassignment may involve changes from one job assignment to another within the same title and/or from one work location to another within an Organization. The reassignment under this Section will be made from the identified work group(s) and title from among employees who are qualified and available, as determined by the Company, and who perform essentially the same type of work function in the work location(s) impacted.

- (a) The Company will utilize Term of Employment (TOE) in selecting employees for lateral force rearrangements from the pool of qualified and available volunteers first, then by inverse TOE last.
- (b) If a reassignment would qualify an affected employee to relocate his/her residence as defined under Section 19.6 (A) (2) (b), the employee will be eligible for relocation expenses if the employee elects to relocate, subject to the following conditions:
  - (1) Employees who elect to relocate under the provisions of Lateral Force Rearrangement are limited to a one (1) time eligibility for relocation expenses within each Reasonable Commuting Area (RCA);

#### AND

- (2) Relocation expenses will only be paid for relocations that are made within the geographic parameters of the RCA in which the employee is reassigned.

NOTE: The Company agrees to review any unusual individual hardships associated with the limitations outlined in Section 20.2 (a) (1) and Section 20.2 (a) (2) above.

- (c) An employee's regular assignment shall not be changed for a period of less than six (6) months except when the change is made at the employee's request or for temporary changes in assignment.

## **OUTSIDE A REASONABLE COMMUTING AREA (RCA)**

**Section 20.3** When the Company finds it necessary or appropriate to reassign employees to a reporting location which is outside the RCA, the Company will seek volunteers in the title from among employees performing essentially the same type of work (function) in the work location(s) the Company identifies as having force available for reassignment.

- (a) Such reassignment, if any, will be accomplished from among volunteers in order of TOE. An employee's election to participate in reassignment outside of their RCA is strictly voluntary.
- (b) If such rearrangement would qualify an affected employee to relocate his/her residence as defined under Section 19.6 (A) (2) (b), the employee will be eligible for relocation expenses if the employee elects to relocate.
- (c) The Company will notify the Union Bargaining Agent of any reassignments under this Section. Such notice will be in advance of the employee's report date.

**Section 20.4** Employees may initiate a request for reassignment within the same title, within their Organization, within the same RCA without going through the Post and Bid Process. The Company and local union are encouraged to work together to determine the guidelines for employee initiated moves within an RCA.

- (a) Employees requesting such reassignment would not be eligible for relocation expenses.
- (b) The Company will consider factors such as TOE and qualifications in granting an employee initiated reassignment.



## ARTICLE 21

### POST AND BID PROCESS

#### APPLICATION

**Section 21.1** Eligible occupational employees desiring a transfer to a different job title in the same location, to the same job title in a different location, or to a different job title in a different location may submit unlimited self-nomination requests for posted positions with the Company.

#### SELECTION

**Section 21.2** In the selection of employees for posted positions, the Company will adhere to the principle that Term of Employment (TOE) will govern if all other qualifications of the individuals considered are determined to be substantially equal. The selection process will be modified during a force adjustment as outlined in Article 19, Section 19.6 (A).

#### ELIGIBILITY REQUIREMENTS

**Section 21.3** An employee meets eligibility requirements provided the employee:

- (a) Is classified on the payroll as Regular Full-Time or Regular Part-Time;
- (b) Meets time-in-title/location requirements. The employee is responsible for accurately reporting time-in-title/location fulfillment on the pre-screening questions. The time-in-title/location requirement will be waived or amended under the following conditions:
  - (1) Waived - Employee is part of a Force Adjustment Group treated under the provisions of Article 19;

**OR**

- (2) Waived - Employee is being treated under Article 23; or

**OR**

- (3) Waived - Employee had their former title changed under Article 6 processes. In such cases, the employee will not have to re-establish time-in-title. Time spent in the former title will be accrued to the new assigned title;

**OR**

- (4) Waived - Regular Full-Time employees who accepted Part-Time positions under the reassignment provisions of Article 19;

**OR**

- (5) Waived - Employees placed under the provisions of Article 19 into a lower rated wage schedule will have time-in-title/location waived for an initial placement following the downgrade. Subsequent movement will be subject to time-in-title/location unless returning to the job title held at the time of the Article 19 downgrade. These employees will also have priority consideration back to the job title held at the time of downgrade following any priority consideration obligations for current force adjusted employees and/or employees on an Article 23 job search. This priority consideration will be in effect for two years following the date of the Article 19 downgrade.

**OR**

- (6) Amended - Employees placed under the provisions of Article 19 into a lateral wage schedule will be required to fulfill one-half (1/2) of the required time-in-title and time-in-location for that position.
- (b) Is not on corrective action for any area of performance, including attendance, in their current job unless their placement/selection is a result of reassignment under the provisions of Article 19 or Article 23.

## TIME-IN-TITLE / LOCATION

**Section 21.4** Time-in-title and time-in-location requirements for self-nomination request eligibility are as follows:

Wage Scale Group or Title	Time-In-Title	Time-In-Location
1, 2, T	30 months	18 months
3, 4, 5, M, <u>MM, 8A, 10A, 10B</u> , Sales Consultant, Center Sales Associate, Center Sales and Service Associate	24 months	15 months
A, B	24 months	12 months
C, D	18 months	12 months
E, <u>11</u>	12 months	12 months
6, 7, 8, 9	12 months	9 months
F	12 months	6 months
10	6 months	6 months

Time-in-title and time-in-location requirements indicate minimum standards. The Company and Union Bargaining Agents can agree to reduce or extend the time frames.

## PART-TIME EMPLOYEE PROVISIONS

**Section 21.5** Regular Part-Time employees shall be able to submit self-nomination requests for a full-time position in the same job title and same job function after fulfilling the time-in-location requirements. For moves to titles other than the employee's current title, time-in-title requirements will have to be met.

## RELEASE PROVISIONS

**Section 21.6** When an employee is selected for a position through the Post and Bid Process, the sending Organization will release the employee within a reasonable time frame, which would normally be two (2) weeks. An employee may be held back due to needs of the business for a period of up to thirty (30) calendar days. Release dates for lateral or lower rated short duration assignments through the Post and Bid Process will be subject to the needs of the business.

## **RETREAT PROVISIONS**

**Section 21.7** Except in force adjustment situations, both management and employee initiated retreat rights apply to moves through the Post and Bid Process. The time frame for either management initiated or employee initiated retreats will be sixty (60) calendar days following the placement in the new job or after formal classroom training. Employee initiated retreats are subject to available openings with the employee being placed in the next available open position. Employees who initiate a retreat will, upon return to their former position, be required to fulfill time-in-location requirements prior to being eligible to submit future self-nomination requests through the Post and Bid Process. The Company and Union Bargaining Agents may extend the time frame for employee or management initiated retreat requests to their former title for select titles with mutual agreement.

## **TEMPORARY (SHORT DURATION) ASSIGNMENTS**

**Section 21.8** Temporary assignments not accomplished under other applicable provisions of the Agreement will be filled as follows:

### **ASSIGNMENTS UP TO 180 CALENDAR DAYS**

- (a) The Company has the option of using the provisions of this Article to fill temporary assignments for durations of less than one hundred eighty-one (181) calendar days. Employees placed in temporary upgrades under this option shall be treated in accordance with Addendum 1, A1.2 (a) for purposes of title and compensation.
- (b) Assignments for a duration of less than one hundred eighty-one (181) calendar days made by the Organization outside of this Article will be offered to volunteers based on such factors as TOE, qualifications, and availability. Employees placed in temporary upgrades under this option shall be treated in accordance with Article 7, Section 7.3, for purposes of title and compensation.

### **ASSIGNMENTS OF 181 CALENDAR DAYS OR MORE:**

- (c) If the temporary (short duration) assignment is for a period of one hundred eighty-one (181) calendar days or more, it will be effected under the terms of the Post and Bid Process. Employees placed in temporary upgrades under this provision shall be treated in accordance with Addendum 1, A1.2 (a) for purposes of title and compensation.
- (d) Self-nominated candidates who fill temporary (short duration) assignments retain their current employment classification.

- (e) At the end of the temporary (short duration) assignment, the employee has guaranteed return rights to the same or equivalent (same wage scale) job (if the former position is not available), in the same location and in the former Organization, even if this creates a force adjustment condition.
- (f) Regular employees accepting temporary (short duration) assignments through the Post and Bid Process have the same retreat provisions as outlined in Section 21.7.
- (g) Regular employees accepting temporary (short duration) assignments are expected to remain for the length of the assignment. They would, however, be eligible to submit self-nomination requests after fulfilling time-in-title requirements.

## **PLACEMENT OF MANAGEMENT INTO THE BARGAINING UNIT**

**Section 21.9** The Company agrees to avoid the placement of management employees in bargaining unit positions if it will create a force surplus or if it adds to a present force adjustment condition in that location. The Company and the Union Bargaining Agents will periodically review placements made under these provisions to ensure compliance with the parties' intent. Notice of such placements will be sent to the Union Bargaining Agent in a timely manner.

## ARTICLE 22

### LEAVES OF ABSENCE

**Section 22.1** Insofar as the requirements of the service will permit, leaves of absence for good cause, and of reasonable length, will be granted upon request.

**Section 22.2** The granting of a leave of absence in excess of thirty (30) calendar days does not guarantee that an employee will be given a position at the expiration of the leave unless so agreed at the time the leave is granted and so shown on the leave of absence form.

### MILITARY LEAVES OF ABSENCE

**Section 22.3** The following provisions shall apply to Regular employees who are members of military units:

- (a) Employees who are members of the National Guard or Naval Militia, and who are called out for active emergency service, shall be paid for such absence not to exceed thirty (30) days in any one (1) year, at the basic rate less compensation paid by the Government (State or Federal).
- (b) A Regular employee who is a member of the National Guard, Naval Militia or Reserve components of the armed forces shall be paid at the basic rate less compensation paid by the Government (State or Federal) for the first fifteen (15) work days in the calendar year on which the employee is absent from work for military training for which the employee received military orders; however, the payment will be made only if the circumstances of the Company permit the absence. The fifteen (15) days of training may be annual training, active duty or a combination of both.
- (c) Government pay, as stated above, includes basic military pay (which includes pay for cumulative years of military service), special pay, incentive pay for hazardous duty and, for employees with dependents, the difference between quarters allowance established for those with the employee's number of dependents and quarters allowance for those of equal rank without dependents.
- (d) The deduction for military compensation shall not exceed the employee's pay for a basic work week during the same period.

- (e) These paid absences shall not affect the regular vacation entitlement or allowance to which the employee may be entitled.
- (f) For purposes of this Article, the “basic rate” for Sales Consultants, Center Sales Associates, Center Sales and Service Associates, Retail Sales Associates, Retail Senior Sales Associates and Outside Sales Representatives covered by Addenda 11, 12, 13 and 14, will be the Average Hourly Rate (AHR), in accordance with the provisions of the sales incentive compensation plan that covers the employee.

## **FAMILY AND MEDICAL LEAVE ACT OPTIONS**

**Section 22.4** Other than for approved absences covered under the Short Term Disability Plan, employees taking leave under the rules and guidelines of the Family and Medical Leave Act ("FMLA") shall fall into the following categories.

- (a) **Illness Leave**  
Employees on an illness leave shall use all of their available entitlement time (i.e., vacation and paid or unpaid personal days) prior to using excused unpaid time.
- (b) **Family Care Leave and Care of Newborn, Adopted, or Foster Child Leave**  
Employees on these leaves shall have the option of using either their available entitlement time (i.e., vacation and paid or unpaid personal days) or excused unpaid time.

## **OTHER LEAVES**

**Section 22.5** Employees who are not eligible for time off under the Family Medical Leave Act (FMLA) may be eligible for other types of leaves under the Company's leaves of absence policies or the Family Care Leave as set forth under Addendum 4 of this Agreement.

## ARTICLE 23

### TREATMENT OF MEDICALLY RESTRICTED EMPLOYEES

#### TREATMENT OF MEDICALLY RESTRICTED EMPLOYEES

**Section 23.1** An employee who is unable to perform the functions determined as essential by the Company of his or her regular job as a result of an on-the-job accidental injury (as defined in the Disability Plan) or an illness, physical or mental limitation, or off-the-job injury, will be considered for a position of equal or lower status and pay.

#### MEDICAL RESTRICTION OF LESS THAN ONE HUNDRED EIGHTY (180) CALENDAR DAYS DURATION

**Section 23.2** If CenturyLink Disability Services or its designee has determined the employee can return to work with a medical restriction of one hundred eighty (180) calendar days or less, the employee shall remain in the present job title and receive the present paid rate for up to ninety (90) calendar days. If after ninety (90) calendar days the employee is still unable to perform the essential functions of his or her regular job, the employee shall remain in the present job title and the remaining ninety (90) calendar days shall be treated as non-paid excused time. A maximum of one hundred eighty (180) calendar days (paid/unpaid) will be allowed in a rolling twelve (12) month period regardless of the number or nature of the employee's restrictions.

The Company or Union Bargaining Agents may initiate a review based on extenuating circumstances, to discuss any exceptions of the (180) calendar days prior to placement of an employee on an eighty (80) day job search as outlined in Section 23.6. Any such agreement between the parties' Bargaining Agents shall be considered non-precedential and non-referable.

#### MEDICAL RESTRICTION OF MORE THAN ONE HUNDRED EIGHTY (180) CALENDAR DAYS DURATION

**Section 23.3** If CenturyLink Disability Services or its designee determines the medical restriction is expected to or does, in fact, last longer than one hundred eighty (180) calendar days and the employee can perform his or her regular job with reasonable accommodation, the employee shall remain in the present job title and receive the present paid rate.

If the employee whose restriction is expected to or does, in fact, last longer than one hundred eighty (180) calendar days, and the employee cannot perform the functions determined by the Company as essential of his or her regular job with reasonable accommodation, an assessment to assist in determining the abilities of the employee may be conducted at the request of the employee, or as described in Section 23.4.



If CenturyLink Disability Services or its designee and the employee's physician disagree on the length and scope of the restriction an Independent Medical Evaluation (IME) as defined in Section 23.5 may be conducted.

## **ASSESSMENT OF ABILITIES EVALUATION**

**Section 23.4** To assist in determining the abilities of an employee with medical restrictions, an assessment may be conducted at the request of the employee or the local union (if the employee concurs) or at the initiation of the Company. The employee must participate in this evaluation. The assessment tool, which may include but not be limited to, a Functional Capacity Evaluation, Independent Medical Evaluation, and/or Cognitive Testing, will be determined by CenturyLink Disability Services or its designee based on the employee's condition and diagnosis. This assessment will determine the employee's ability to remain in his/her current job or another job within the Company with or without accommodation. Utilization of the assessment tool will not alter the job search process as outlined in Article 23.6.

## **INDEPENDENT MEDICAL EVALUATION**

**Section 23.5** Following is the position to be taken regarding the option of obtaining an Independent Medical Evaluation (IME). A demotion or termination handled under the provisions of Article 16 which results from the imposition of a medical restriction, shall not be subject to arbitration. If a dispute arises concerning either the length or the scope of the medical restriction, and the employee so requests or the local union requests (if the employee concurs), CenturyLink Disability Services or its designee will consult with the employee's personal physician concerning the length and scope of the restriction. If they are unable to agree, the matter will be referred to a mutually acceptable physician (in accordance with the administrative guidelines in place regarding this process) who is knowledgeable in occupational safety and health matters who shall be afforded the opportunity to review the pertinent medical data, to review the requirements of the work place, and to examine the employee. An agreement with the independent physician will ensure that the results of the examinations will be received by the Company and the Union within fifteen (15) calendar days of the examination. Both the Company and the Union will comply with the decision of this physician as to the proper length and scope of the restriction.

## **JOB SEARCH PROCESS**

**Section 23.6** The job search process will proceed from the date of the determination that the employee cannot perform his/her duties and cannot be accommodated in his/her current job. The job search process will last for eighty (80) calendar days.

The Company will assign the employee to a job for which he or she meets basic qualifications, as determined by the Company, which satisfies the

employee's medical restriction, if such a job is available as specified in (b) below.

- (a) Activities as outlined in (b) and (c) below will take place during the time frame the assessment of abilities evaluation is being conducted.
- (b) The Organization will assign the employee to any job vacancy of equal status and pay, in that Organization, in (or within reasonable commuting area of) the town in which the employee is assigned. If an employee is physically able to work with a medically imposed work restriction and there is an available job the employee is qualified to perform as described above, the employee will be placed in that job.
- (c) If there is no job vacancy as described above, the employee may submit unlimited self-nomination requests for posted positions within the Company. If the employee should decline an offer of an upgraded position for which they have self-nominated, the Company will terminate employment and the employee will forfeit separation payments.
- (d) If the job search is unsuccessful, the Company will terminate employment.

## **RELOCATION EXPENSES**

**Section 23.7** If an employee with a medical restriction due to an on-the-job accidental injury accepts a job offer in a different exchange as a result of any of the above items and the employee must travel more than fifty (50) miles further to the new work location from his/her residence than to the existing work location, moving expenses will be paid according to the moving expense provisions in Addendum 2 of this Agreement.

## **PAY TREATMENT**

### **Section 23.8**

- (a) If the employee is assigned to a lower rated job because of his/her medical restriction, the appropriate title and wage schedule for that job shall be assigned. Any subsequent progressions or contractual wage adjustments shall be administered based on the lower rated schedule.
- (b) In the event of such reassignment to a lower rated job, as the result of a medical restriction, the difference in rate of pay between the former job and the job to which reassigned under the provisions of this Article will be treated in accordance with the Reassignment Pay Protection Allowance (RPPA) as provided in Article 19.

- (c) Employees who are separated from the payroll as a result of a medical restriction under the provisions of this Section (exclusive of the provisions in Section 23.6(c)) shall be allowed a transition payment according to the following schedule:

**Term of Employment**

1 - 10 Years  
10 weeks pay at basic wage rate

10 - 15 Years  
14 weeks pay at basic wage rate

15 + Years  
18 weeks pay at basic wage rate

This payment shall be made in a lump sum within thirty (30) calendar days following the employee's separation from the payroll.

**Section 23.9** Employees separated under Article 23 will be entitled to extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans of which six (6) months shall be at the Company subsidized active employee rate. Employees will also be entitled to PATHWAYS benefits outlined in this Agreement. (See Letter of Agreement on PATHWAYS to the Future)

**RETURN TO PREVIOUS TITLE**

**Section 23.10** Occupational employees assigned to a downgraded position because of medical restrictions shall have reinstatement rights to the title previously held in the employee's former RCA, if the medical restriction is lifted, for a period of two (2) years from the date of the downgrade. The employee must initiate this process and obtain concurrence of CenturyLink Disability Services or its designee that the medical restriction should no longer apply. A return to the title previously held will be accommodated only if a position exists for which the employee will require no training. The employee will not be returned to the title if such return does or will create a force adjustment situation within the work group.

## ARTICLE 24

### AWARD PROGRAMS

**Section 24.1** The Company and the Union mutually recognize and agree that changes in the telecommunications industry and the Company's position in that industry necessitate all possible efforts to expand and strengthen the Company's marketing and customer service capabilities. To that end, the Company and the Union agree that individual and team contributions to the Company's marketing, performance and customer service efforts may be recognized and rewarded through Award Programs, subject to the following provisions.

- (a) The Programs will be used with those employees who, in their regular job activities, have an opportunity to directly contribute to the Company's revenues or to positively and directly affect the perception or performance of the Company in the marketplace.
- (b) Prior to the commencement of each Award Program, the Company will discuss the nature of the Program with the Union either through an established Labor-Management Forum or with a CWA Bargaining Agent.
- (c) All such Programs will be fairly and equitably designed, implemented and administered.
- (d) The current process of Union involvement will be continued for the life of the agreement.

## ARTICLE 25

### PERSONNEL RECORDS

#### DEFINITION

**Section 25.1** Personnel files are those files maintained by the Company, normally by an employee's manager, that pertain to the employee's work performance, background, employment history and other personnel information.

#### ACCESS TO PERSONNEL FILE

**Section 25.2** An employee may review his or her personnel file on at least an annual basis, or as specified by law, with the review being conducted in the presence of the employee's manager.

**Section 25.3** An employee will be provided a copy of his or her personnel file upon request but not more often than once in twelve (12) consecutive months or as specified by law.

## ARTICLE 26

### COMPLIANCE WITH THE LAW

**Section 26.1** In the event any law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Agreement, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

**Section 26.2** The Company will notify the Union in writing if compliance will require modification of the Collective Bargaining Agreement. Unless the Company determines that compliance requires immediate implementation, the change will not be implemented until the Union has had an opportunity to negotiate with the Company the interpretation of the law, regulation, order, determination or ruling.

## ARTICLE 27

### SPECIAL CUSTOMER AGREEMENTS

**Section 27.1** Whenever the terms of a customer contract or agreement conflict with the provisions of this Agreement, the Company shall notify the Union of all such differences. The terms of the customer contract or agreement which differ from this Agreement shall not apply to employees performing work under such customer contracts or agreements without the Union's approval, which approval shall not be unreasonably withheld.

## ARTICLE 28

### EFFECTIVE DATE OF AGREEMENT AND DURATION

**Section 28.1** The provisions of this Contract will become effective October 7, 2012, except as otherwise specified herein and will continue in effect until 11:59 p.m. MDT, October 7, 2017, unless extended by mutual agreement.

**Section 28.2** Negotiations on a new Contract will begin not earlier than sixty (60) calendar days prior to such termination; provided, however, that this limitation will not preclude pre-negotiation conferences at the request of either party. It is the intention of the parties, with respect to the collective bargaining of future replacing Agreements, to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

**Section 28.3** The Company will provide access to the entire Collective Bargaining Agreement via the Company's electronic library in its internal website. Additionally, the Company will provide a printed copy, at its expense, upon request by an employee. Both the Company and the Union will affirmatively encourage employees to access this Agreement electronically whenever possible.

**IN WITNESS WHEREOF**, the Union and the Company have caused this Agreement dated October 11, 2013, to be executed by their authorized representatives.

#### COMMUNICATIONS WORKERS OF AMERICA

SIGNED: Reed W. Roberts  
SIGNED: Jay T. Boyle  
SIGNED: Ken Saether  
SIGNED: Brent Duvall  
SIGNED: Audrey Deguio  
SIGNED: Lisa Avila

#### QWEST

SIGNED: Joseph Osa  
SIGNED: Michael G. Lynch  
SIGNED: Stephanie E. Miles  
SIGNED: Robert G. Dargy  
SIGNED: Tim Grigar



## ADDENDUM 1

### WAGE ADMINISTRATIVE PRACTICES

#### Section A1.1 WAGE PAYMENTS

- (a) Full-time employees shall be paid at the weekly rate as established for their respective wage scales. Regular Part-Time employees shall be paid in the proportion of part-time hours to full-time hours per week.
- (b) Wage progression increases, in the amounts shown on the applicable wage scale, shall be granted automatically upon completion of the time intervals specified, subject to the following conditions:
  - (1) Increases to be made effective on the anniversary date of the time interval.
  - (2) **Absence of Seven (7) Days or Less** - A period of absence of seven (7) calendar days or less shall have no effect on the establishment of the effective date of the increase, which shall be determined by application of the provisions of (1) above.
  - (3) **Absence of More Than Seven (7) Days and Up To Thirty (30) Days** - Employees absent in excess of seven (7) calendar days and up to thirty (30) calendar days shall accrue wage service credit. A scheduled wage increase that occurs during that period of absence shall become effective on the scheduled wage increase date. The effective date of this increase shall not change the date from which the time interval for the next increase would otherwise be computed.
  - (4) **Absence of More Than Thirty (30) Days** - When an employee is absent in excess of thirty (30) calendar days because the employee is on an approved leave of absence, he or she shall continue to accrue wage service credit.

If the approved leave is a Military leave of absence, the wage increase shall become effective on the scheduled wage increase date. For all other approved leaves of absence, the increase shall become effective immediately upon the employee's return from leave of absence status.

- (5) Employees on approved Short Term Disability benefits shall continue to accrue wage service credit and wage increases shall become effective on the scheduled wage increase date.
- (c) Employees shall be paid according to their job title and wage progression step bi-weekly. Paychecks will be issued no later than Friday following the close of the bi-weekly pay period. When a contractually authorized holiday falls on Friday, paychecks will be issued on the preceding Thursday.
- (d) The Company and the Union encourage all employees to be paid through Electronic Funds Transfer (EFT) to the employee's bank account or account in such other financial institution as designated by the employee. In those instances where an employee declined to use EFT, or in geographic areas where EFT is unavailable, the Company will mail the paycheck to the employee's home.
- (e) The Company shall not be held responsible for any claims, damages, costs, fees or charges of any kind resulting from delays in the postal service.

## **Section A1.2 WAGE ZONE AND WAGE SCALE CHANGES**

Pay practices for moving employees between wage zones and wage scales are as follows:

- (a) **Promotion - Higher Rated Wage Scale**
  - (1) Employees transferring to higher rated wage scales through the Post and Bid Process, shall be placed on the step of the new wage scale that is equal to their current basic wage rate. If there is no equal rate, the employee will be advanced to the next higher rate.
  - (2) The next date of progression increase will be the same as it would have been had the employee remained on the old wage scale. If an employee was at top of the old wage scale, the next date of progression will be six (6) months from the date of promotion and administered in accordance with A1.1b(1).
  - (3) When an employee is upgraded on the same date on which a progression increase is due, both increases will be effective on that date, but the progression increase will be considered as preceding the reclassification increase.

(b) **Lateral**

Employees who are remaining on the same wage scale, who are transferring to a different wage zone, will occupy the same wage step in the new wage zone as they occupied at the time of transfer in their former wage zone including any accrued time toward the next progression increase.

(c) **Downgrade - Lower Rated Scale**

Employees transferring to a lower rated wage scale will be placed on the new wage scale at the same wage step as the employee occupied on the old wage scale - including any accrued time toward the next progression increase.

(d) **Multiple Activities on Same Day**

Employees moving to a lower rated wage scale as a result of a force adjustment situation may also receive a progression or annual wage increase on that same day. The wage increase at the higher wage scale shall be applied in advance of moving the employee to the lower wage scale according to the applicable guidelines.

(e) **Incidental Employees**

When Incidental employees accept Regular Full-Time, Part-Time, or Term positions, the provisions of this Section will apply with the exception that the next date of progression will always be six (6) months from the date of placement.

**Section A1.3 WAGE CREDIT**

(a) **Individual**

Based on an individual's education, experience and/or other relevant factors, the Company may hire an individual and place him or her in wage progression above the start rate for the job title into which the person is hired.

(b) **Wage Credit for Re-Engaged (Former) Employees of Qwest**

Employees re-engaged following a period of absence from Qwest shall receive a wage credit reduction from the wage schedule step held at the time of such employee's last date of employment in accordance with the following table:

Period of Absence	Wage Schedule Reduction
Less than 12 months	0 months
12 months, less than 24 months	6 months
24 months, less than 36 months	12 months
36 months, less than 48 months	18 months
48 months, less than 60 months	24 months
60 months or more	no wage credit except as provided below

Wage schedule reduction for those employees re-engaged into a job title or skill match in which they have previously been employed will not exceed twenty-four (24) months, regardless of the length of the period of absence.

(c) **Wage Credit for Transfers Into Previously Held Job Title**

Employees who transfer into a job title at a higher wage scale which they have previously held and established satisfactory job performance, will have wages calculated as follows:

Step One: Determine highest wage step when last held title.

Step Two: Reduce this wage step/rate according to the following schedule of reduction:

If time elapsed since last holding the title is:	The Wage Step Reduction Is:
Less than 18 months	0 months
18 months, less than 24 months	6 months
24 months, less than 36 months	12 months
36 months, less than 48 months	18 months
48 months, less than 60 months	24 months

In no case will the reduction result in less wage than current administrative practices would dictate.

(d) **Group**

When the Company determines that wage credit should be given in an Organization job title in a wage scale, the Company will notify the local union of the Organization job title in a wage scale for which the wage credit will be given, the Reasonable Commuting Area (RCA) in which the wage credit will be given and the dates on which the Company will start and stop using such wage credit.

When wage credit is given under this Section, the basic wage rate of the incumbent employees, in the affected Organization job title and RCA who are on the wage scale at

a step below that of the wage credit given, will be adjusted upward to the same progression step of the wage credit given under the above paragraph.

#### **Section A1.4 SALES POSITIONS**

- (a) Externally hired employees who are placed into sales positions and employees who transfer into sales positions that are covered by sales compensation plans, as set forth in Addenda 5, 13 and 14 shall be treated in accordance with the wage administrative provisions of the sales compensation plan applicable to the job title and organization of the new position for purposes of determining the Base Wage and Target Sales Incentive compensation.
- (b) Employees who transfer out of sales positions that are covered by sales compensation plans, as set forth in Addenda 5, 13 and 14 shall be treated in accordance with the money-to-money wage movement provisions of the sales compensation plan applicable to the transferring employee for purposes of determining the appropriate wage step on the wage scale of the new position.

#### **Section A1.5 PREVAILING WAGES**

Whenever a customer contract or agreement requires the Company to pay employees working on a particular project at the applicable prevailing wage, the Company shall pay its employees assigned to such project at either the appropriate wage rate under this Agreement or the applicable prevailing wage, whichever is greater. Any additional payments to employees under this Section shall be made as allowance payments.

When required by federal, state or local prevailing wage regulations, the Company will compensate employees for work performed according to such regulations. Prevailing wage compensation, when appropriate, will consist of an allowance payment, that when added to the basic weekly wage rate, equals the prevailing wage regulations. The Union will be notified in advance of such payment.

**Section A1.6 CHANGES TO AND FROM DAYLIGHT SAVINGS TIME**

- (a) Employees who are working at the time the clocks are moved ahead one (1) hour will not be paid for time not worked. Affected employees may exercise one of the following two (2) options:
  - (1) Extend their scheduled time by one (1) hour and be paid for the full tour.
  - (2) Work the originally scheduled tour and be paid one (1) hour less due to the time change.
  
- (b) Employees who are working at the time the clocks are moved back one (1) hour shall be paid appropriately for all hours actually worked at the applicable rate.

**ADDENDUM 2**

**OCCUPATIONAL RELOCATION EXPENSE PLAN**

**Section A2.1 GENERAL**

The provisions of the Relocation Expense Plan will be offered only to Regular employees who qualify under the definition outlined in Section 19.6 (A) (2) (b) and are being treated in accordance with one (1) of the following Articles:

- (a) Force Adjustment and Force Reductions Article 19; or
- (b) Lateral Force Rearrangement Article 20; or
- (c) Treatment of Medically Restricted Employees Article 23

**Section A2.2 UP-FRONT LUMP SUM**

- (a) House Hunting Lump Sum Payment

**Under 500 miles**

Homeowner: \$750.00  
Renter: \$500.00

**Over 500 miles**

Homeowner: \$1,500.00  
Renter: \$ 750.00

**Within the RCA**

Homeowner: \$150.00  
Renter: \$100.00

- (b) Miscellaneous Lump Sum Payment

**Under 500 miles**

Homeowner: \$500.00  
Renter: \$500.00

**Over 500 miles**

Homeowner: \$1,000.00  
Renter: \$1,000.00

**Within the RCA**

Homeowner: \$500.00  
Renter: \$250.00

- (c) Moving Household Goods Lump Sum Payment

**Under 500 miles**

Homeowner: \$1,300.00  
Renter: \$1,000.00

**Over 500 miles**

Homeowner: \$2,000.00  
Renter: \$1,700.00

(c) Moving Household Goods Lump Sum Payment (continued)

**Within the RCA**

Homeowner	\$1,000.00
Renter	\$ 750.00

An up-front check (advance) of the above lump sum payments will be paid no earlier than forty-five (45) days before the effective reporting date to the new position.

Relocation is defined as establishing a residence by signing a lease and/or rental agreement or purchasing a home in the new location. If an employee subsequently does not relocate and/or fails to provide required proof of established residency within the required timeframe, the advance must be repaid to the Company.

**Section A2.3 REIMBURSEMENT OF EXPENSES**

- (a) Home Sale/Home Purchase/Rental Reimbursement will be for actual documented expenses up to a maximum of:

Homeowner:	\$7,000.00
Renter:	\$1,500.00

Homeowner: Covers normal closing costs or purchase costs, if the sale or purchase of the employee's primary residence takes place within twelve (12) months from the effective date of change in position.

Renter: Covers prepaid and unrefunded rent, security deposit and actual expenses associated with terminating a lease.

For Home Sale and/or Home Purchase, a copy of the closing statement is satisfactory verification of the expenses incurred. Company's staffing & recruiting designee will make the final determination as to whether charges meet the criteria for reimbursement. A list of reimbursable closing costs can be found on the Company's internal website.

- (b) Capital Loss/Capital Improvement Reimbursement

Homeowners only: Actual receipts not to exceed \$9,000.00

- (c) Mobile Home Reimbursement

This policy will cover mobile homes which are legally permissible to relocate (single units and double units) which are owned and occupied by the employee as their principal place of residence at the time of a Company-initiated transfer. Employees who elect to sell/move their mobile home will be eligible for the same House Hunting and



Miscellaneous Lump Sum Payments provided to homeowners in Section A2.2 (a) and (b) of this Plan.

(1) Moving/Sale of Mobile Home Reimbursement (Receipts Required).

The expense reimbursement outlined in Option 1 and Option 2 is in lieu of Sections A2.3 (a), A2.3 (b) and A2.2 (c) of this Plan.

Employees may elect one (1) of the following two (2) options (MAXIMUM \$7,000 on either option).

**OPTION 1** Move the mobile home and be reimbursed for the following expenses:

- a. Towing charges from the old location to the new location, if done by a licensed professional mover of mobile homes.
- b. Unblocking trailer, disconnecting utilities and removing skirting at the old location; reblocking (leveling), reconnecting utilities and reinstalling skirting at the new location.
- c. Reasonable charges for packing and unpacking breakable items such as dishes and lamps inside the mobile home, hauling vehicle or moving.

**OR**

**OPTION 2** Sale of the mobile home with reimbursements for the following expenses:

- a. Selling commission, legal fees, recording fees and transfer taxes associated with the sale of the mobile home through a mobile home agent.

- b. Reimbursement for the cost of moving household goods.

#### **Section A2.4 TAX GROSS-UP**

At the conclusion of the move the relocation expenses will be divided into deductible and non-deductible categories (according to IRS guidelines). The Company will do a gross-up (compute a tax allowance) on the non-deductible total. If the employee is not able to itemize deductions when filing taxes, the gross-up will be on the full relocation total.

In the case where there are two (2) approved CenturyLink Company-initiated moves within the household, both salaries will be used in computing gross-up. Otherwise, spousal salary will not be a factor.

#### **Section A2.5 PAID TIME**

Each relocated employee will be allowed up to a maximum of three (3) days without loss of pay for such activities as locating a new residence, packing or unpacking and traveling to the new work location.

### ADDENDUM 3

#### LETTERS OF AGREEMENT

August 30, 1998

Mr. Joseph L Petersen  
Bargaining Agent  
Communications Workers of America  
8085 E. Prentice Avenue  
Englewood, CO 80111

**RE: Building Specialist Certification**

Dear Mr. Petersen:

This memorandum is intended to outline the Company's requirements pertaining to certifications for the Building Specialist title.

Building Specialists must have achieved certification in one of the following ways:

- Building Owners and Managers Institute (BOMI) Certification as Systems Maintenance Administrator (SMA)
- Refrigeration Service Engineers Society (RSES) Certification
- One or two years Heating Ventilation and Air Conditioning (HVAC) from local Technical Schools or Colleges (depending on specific curriculum offerings)

Recertification for employees holding the title listed above will not be required. However, any future training **required** by the Company will be provided on Company time and at Company expense.

If this agreement correctly sets forth our understanding, please sign in the space provided.



Melissa L. Schaus  
Bargaining Agent

AGREED:



Joseph L. Petersen, Bargaining Agent

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111

**RE: CenturyLink Employee Concession Program**

Dear Mr. Roberts:

Telephone Concession, including Employee Discounts, have been a discount benefit provided to employees to help familiarize them with the Company's products and services and to promote them to family members, friends and others that they may come in contact. The vast array of products and services now available in the marketplace, coupled with the fast pace of change in how people communicate with others and access entertainment, information, video and data storage, etc., require greater flexibility in the list of products and services eligible for Employee Discounts, which change from time to time and over time.

Telephone Concession and Employee Discounts on select products and services will be available to CenturyLink employees under the CenturyLink Employee Concession Program, subject to the following.

**Eligibility** – All Regular Full-Time, Regular Part-Time and Regular Term employees (“Active Employees”) are eligible to participate in the CenturyLink Employee Concession Program upon completion of six (6) months of service with the Company. Represented employees who retire with a service retirement or disability retirement during the life of this Agreement (“Retirees”) shall be eligible to participate in the CenturyLink Employee Concession Program subject to the provisions of this Letter of Agreement.

**Requirements** – The CenturyLink Employee Concession Program will offer Active Employees and Retirees the following:

- a) Telephone Concession on two (2) basic services; or
- b) Employee Discount on a variety of CenturyLink residential products and services, where available, for their primary residence.

The residential account for CenturyLink service must be in the Active Employee's or Retiree's name to be eligible for Telephone Concession and Employee Discounts. Autopay or automatic or direct bank deduction for payment of the CenturyLink bill, where required and available, is required under the CenturyLink Employee Concession Program.

**Telephone Concession** – Active Employees and Retirees who retire on or after October 7, 2012, shall be eligible for percentage off discounts on the following two (2) basic telephone services:

- Fifty percent (50%) off the Active Employee's eligible local service for the main residential line at their primary residence provided that CenturyLink is the provider of such residential telephone service. The eligible local service package(s) that includes the main residential line and calling features shall be determined at the discretion of the Company.
- Fifty percent (50%) off the Active Employee's in-state (IntraLATA) long distance service associated with their primary residence provided that CenturyLink is the provider of such residential in-state (IntraLATA) long distance service.

Employees who reach thirty (30) years or more service during the term of this collective bargaining agreement or who leave with service retirement or disability retirement would have the choice between receiving 100% discount on their local service for the main residential line at their primary location and in-state (IntraLATA) long distance; or participating in Employee Discounts offered to Active Employees and Retirees as referenced in this Letter of Agreement, provided that CenturyLink is the provider of such services, based on the location of their primary residence.

Telephone Concession items shall be available when these two basic telephone products and services are purchased individually or as part of a local service package by Active Employees or Retirees. Telephone Concession will not apply to in-state (InterLATA) or interstate long distance service, high speed internet, or other products and services when purchased ala carte or when such products and services are part of a bundle or package offered by CenturyLink. In such cases, Active Employees or Retirees may be eligible for Employee Discounts offered by the Company, at its sole discretion, in lieu of the Telephone Concession discounts. Those who elect to participate in Employee Discounts would not be permitted to later opt out of Employee Discounts and return to the 100% discount of Telephone Concession for their CenturyLink local service and in-state (IntraLATA) long distance.

**Employee Discounts** – Active Employees and Retirees who retire on or after October 7, 2012, may receive a discount off certain regular recurring priced products and services and some one-time prices eligible under the discount program, as established in the sole discretion of the Company that are offered to other CenturyLink employees based on the serving platforms and geographic areas of employees' primary residences. Employee Discounts will not apply to promotional pricing offers that the Company makes available to customers for similar residential products and services eligible under the CenturyLink Employee Concession Program. Employee Discounts are in lieu of any Telephone Concession percentage off discount that may be eligible to Active Employees and Retirees.

**Products and Services** – Products and services eligible under the Employee Discount program for Active Employees and Retirees may vary based on the service location of Active Employees' or Retirees' primary residences. Individual products and services, packages, bundles or other groupings of CenturyLink products and services eligible for Employee Discount are established by the Company, at its discretion, and may vary by service location.

Active Employees and Retirees may continue with their Telephone Concession and Employee Discounts, as established by earlier Letters of Agreement on Concession until such time as they authorize a change to a new active package or bundle offering or otherwise move or transfer their primary residential accounts. When such changes are made, prior Telephone Concession or Employee Discounts on their products and services (including former eligible packages and bundles, additional/second lines, and other products and services) will cease and Active Employees and Retirees will be required to comply with the current CenturyLink Employee Concession Program in effect at the time of those changes.

The parties agree that the eligible products and services, as well as the amount or discount percentage on Employee Discounts may change from time to time and over time. The Company may add, change, modify, discontinue or eliminate the CenturyLink Employee Concession Program, at any time, at its sole discretion, with exception to those provisions identified in this Letter of Agreement under "Telephone Concession." Employee Discounts for represented employees covered by this Agreement will be equivalent to the employee discount benefits provided to non-represented employees based on similar serving platforms and geographic areas of Active Employees' primary residences.

Please Note: The CenturyLink Employee Concession Program is an employee discount program within U.S. Dept. of Labor Regulation 2510.3-1(e), "Sales to Employees," and accordingly is not an employee benefit plan for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The CenturyLink Employee Concession Program provides a discount to employees and Retirees on goods and services the Company provides to the public in the normal course of business.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 E. Prentice Avenue  
Greenwood Village, CO 80111

**RE: COE INSTALLATION TECHNICIAN (COEIT) – TRAVEL TIME & EXPENSE TREATMENT**

Dear Mr. Roberts:

A COEIT employee who is on an overnight assignment who chooses to travel home during a “beyond 60 mile work assignment”, outside of the specified “paid trip home allowance” will be allowed the following:

(a) Use of Company Vehicle

If the employee is on a “beyond 60 miles work assignment” that would require him/her to stay at the same work location over an entire weekend (Saturday and Sunday), the employee may take the Company vehicle home under the following provisions:

- 1) The employee must obtain approval from his/her supervisor in advance;
- 2) the employee may only take the Company vehicle to his/her personal residence (with prior supervisory approval) or Primary Reporting Place (PRP) and may not take the Company vehicle to other locations;
- 3) the employee’s trip home and return to the temporary work location will be on his/her own time and at his/her own expense; and
- 4) the employee will receive one (1) “weekend return home” allowance payment of fifty dollars (\$50.00) and the employee shall not be eligible to receive any additional payments under Article 9 if the employee elects to return home under this provision.

(b) Use of Personal Vehicle

A COEIT employee who is on an overnight assignment who chooses to travel home at his/her own expense and time during a “beyond 60 mile work assignment”, outside of the specified “paid trip home allowance” will be allowed the following:

- 1) to remain on the Option (A or B) they are currently on

**OR**

- 2) to switch from one Option (A or B) to the other, provided this switch is approved in advance of the out of town assignment so that appropriate board and lodging provisions are made and adhered to.

The employee will be responsible for returning to the temporary location again at his/her own expense and time and must report at the designated time.

This agreement is effective through the life of the 2012 Agreement between Qwest Corporation and Communications Workers of America.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America



October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Cross Jurisdiction**

Dear Mr. Roberts:

There are various situations when the Company needs to assign employees to work across traditional union jurisdictional boundaries; whether it's to respond to significant weather-related conditions and the aftermath of such events; the need for specialized skills, training or other provisions to meet the needs of the business or other customer specific requirements; or other situations that challenge our ability to serve our customers.

In consideration of our discussions, the following framework sets forth the understanding between the parties:

1. Employees who are covered by this Agreement may be assigned to perform work at Company or customer locations that fall outside the jurisdiction of this bargaining unit, including business or other special customer requirements that may involve specific training, skills, certifications or other provisions. In such situations, the Company may, at its discretion, assign non-represented work to represented employees covered by this Agreement without any restriction or limitation. The Company shall notify the Union prior to represented employees being assigned work that falls outside the jurisdiction of this bargaining unit.
2. Temporary work assignments that involve represented work of another bargaining unit's jurisdiction may be assigned by the Company, where permissible and agreed to by the receiving bargaining unit.
3. The parties also acknowledge that there may be emergency situations that arise, including the after math of such conditions, which affects and impacts the infrastructure of the business and customer service. In those situations, the parties will work together to address the needs of the business.
4. Employees who are temporarily assigned work outside the jurisdictional boundaries of their represented or non-represented positions shall work under the provisions of the labor agreement(s) and/or the Company's policies applicable to employees' regular assignments. Union dues deductions, where applicable, will continue to be submitted to the Union that has jurisdiction over the represented employees' regular assignment.

5. The assignment of represented or non-represented work to employees covered by this Agreement and/or the assignment of bargaining unit work to non-represented employees, as permitted under this Letter of Agreement, in no way changes the rights or privileges guaranteed under the National Labor Relations Act for each group of employees.

In order to further these commitments, the Company and Union Bargaining Agents will assist with situations that arise to ensure the spirit and intent of this Letter of Agreement is carried out.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Committee on Substance Abuse**

Dear Mr. Thompson:

In response to the continuing concerns of the Union and the Company in connection with chemical and substance abuse, the parties recommend the renewal of the Regional Committee on Substance Abuse.

The parties recognize the previous work accomplished in dealing with chemical and substance abuse and recommend the expansion of the role and scope of the regional program. The Committee will continue to deal with the raising of employee awareness and education of the magnitude and cost of substance abuse to the Company and employee body, and the Committee will continue to encourage employee participation in the program.

The Committee will be charged with:

- (a) The continued education of the Qwest employees and dependents as to the nature of substance abuse in individual and family lives; including awareness about drugs of abuse, for warning signs, prevention strategies and improving consumer awareness regarding appropriate rehabilitation.
- (b) The maintenance and continuous improvement of the PEIR (Program for Employee Information and Referral) Facilitator Program to match the size and locations of the workforce, and coordinate its activities.
- (c) Insure that the Union and Company commitment to a drug free workplace remains a major goal within the Company by monitoring penetration rates in the Drug and Alcohol Program and by monitoring the number and nature of PEIR contacts.
- (d) Acting as an "oversight" Committee to insure that the Company's drug and alcohol policy in effect as of the date of this letter is continually reviewed in regard to state of the art treatment, etc. Any changes or improvements endorsed by this Committee will be presented to the respective Bargaining Agents for consideration.

The Committee will be charged with submitting periodic reports to the Union and Company Bargaining Representatives regarding the efforts made to

ensure long range planning, the implementation of new programs and the maintenance of current programs, the results of those efforts, and any recommendations for changes in the program which will further the efforts to contain escalation of costs and effects on the employee body, or their families or dependents.

The Union members of this committee will be appointed by the Vice President of Communications Workers of America, District 7, or designee.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Community Relations Differential**

Dear Mr. Thompson:

This will confirm our understanding regarding the intent and administration of the Community Relations Representative differential.

In communities where the Company has not assigned the community relations function to a management person, the Company may elect to offer to a qualified employee the responsibility of handling community relations functions.

The need to establish a Community Relations Representative in a certain state or community shall be approved by the Company Bargaining Agent and the State Vice President. The selection of an employee to be offered the Community Relations Representative responsibility and also, the decision to discontinue an employee's participation, shall be a decision reached by the Company Bargaining Agent, the State Vice President organization and the employee's department. Union input will be considered as an important factor in these decisions. The Company Bargaining Agent shall inform CWA District #7 in writing prior to offering the Community Relations Representative responsibility to an employee.

Responsibilities of the Community Relations Representative may vary dependent on the state and community. The Community Relations Representative differential covers the following four (4) basic areas:

1. Key people contacts
2. Local service organization(s) membership
3. News media release
4. Contribution recommendations

A two-way information channel shall be established between the State Vice President organization and the Community Relations Representative for the purpose of facilitating the above responsibilities.

An employee who accepts the Community Relations Representative responsibilities shall receive the following compensation:

1. An occupational differential of fifteen dollars (\$15.00) per week above his or her basic wage rate.

2. Membership fees for service club memberships when such membership is determined by the Company to be appropriate to the community relations functions.
3. Traveling to and from meetings or presentations in pursuit of the community relations function will be paid if travel occurs during the employee's scheduled tour hours.
4. In the event the employee is assigned by the Company to make a specific formal presentation which is outside the usual scope of the community relations activities, attendance and travel time shall be paid.

This Agreement may be canceled by either party by giving thirty (30) days written notice to the other party.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts

Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Contracting of Work**

Dear Mr. Roberts:

A challenge to an effective union-management relationship is the frequent debate about the need to respond quickly and efficiently to competitive market forces and customer demand, and meet the financial expectations of investors and shareholders. In doing so, both parties understand the importance of employment security and job opportunities for current and future employees and share a philosophy that employees should be favored over contractors. However, the Company maintains the ability to use alternative sourcing options including contractors in appropriate instances.

As we have long discussed, it is not possible to make specific commitments on contracting out of work. However, in making decisions regarding contracting work, it is the Company's objective to consider carefully the impact on its employees. In doing so, the Company has made commitments regarding the return of contracted work to avoid layoff as set forth in Article 19 of this Agreement. Also, it continues to be the policy of the Company that bargaining unit work will not be contracted out if it will currently and directly cause a surplus or layoff of Regular employees.

During 2012 contract negotiations, the parties agreed that the Company has or will exit specific functional areas of the business, which include Cable Locating, Buried Service Wire, Construction work, certain Installation and Maintenance work of Inside Plant equipment performed by manufacturers, and Splicing work associated with non-working copper pairs or fiber strands where represented employees formerly or currently perform none, some or all of these work functions. While much of this work has already been contracted out, the Company may, at its sole discretion, continue to utilize employees and contractors to perform this work without restriction or limitation, subject to the provision that Construction and Splicing work, as identified in Addendum 9, that is currently performed by Network Services represented employees may not be contracted out if it will currently or directly cause an involuntary layoff of Regular employees. Cable Locating, Buried Service Wire, Construction work, certain Installation and Maintenance work of Inside Plant equipment performed by manufacturers, and Splicing work associated with non-working copper pairs or fiber strands, whether performed by employees or contractors, is not subject to the provisions of Article 19, Section 19.6(F) or this Letter of Agreement on the contracting of work.

Specific to the Business and Consumer field and central office demand work associated with consumer, small business and design services field installation and repair work and central office functions, which are performed by Network Technicians/Broadband Technicians, Premise Technicians, Customer Data Technicians and Central Office Technicians, the Company agrees that no more than twenty percent (20%) of this work will be contracted out during the term of this Agreement. The parties also agree that exceptions for one-time special projects and initiatives and short-term introductory market launches (e.g., Prism introductions) may temporarily increase the amount of contracting of this work and exceed the established level identified above.

When work normally performed by bargaining unit employees is contracted to meet immediate needs or short-term situations, the Company will review the activity with the local union representatives as soon as practical.

Through the Executive Work Council, the Company and Communications Workers of America will focus on strategic workplace issues necessary for success of both parties. During meetings of the Executive Work Council, the parties will discuss the Company's policies and strategic direction as it relates to contracting of work. In addition, the Council will also serve as a forum to discuss opportunities to return contracted out work to the bargaining unit in a cost effective manner.

In order to facilitate these discussions, the Company will bring to the EWC meetings the following information regarding contracted work previously performed by represented employees:

- (1) The type and location of work involved.
- (2) The start date and estimated duration of the contracted work.
- (3) Information the Company has regarding the scope and volume of the contracted work.
- (4) Information regarding the cost of contracting, including an economic analysis to the extent such an analysis exists.

If you concur, please sign below.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America



August 14, 2005

Mr. LeRoy Christensen  
Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Determining Seniority**

Dear Mr. Christensen:

Situations can arise in which two or more employees have the same Term of Employment (TOE) date. In such instances, we have agreed that the Social Security number will be used to determine which employee has the greater seniority.

The method to be utilized is as follows:

Compare the last digit of the affected employees' Social Security numbers.

The employee having the higher number will be considered to have seniority. The number nine (9) would be high, and zero (0) would be lowest in sequence.

In the event the last numbers are identical, the preceding number having a different value would be the tie breaker.

Sincerely,



Cynthia Dorroh  
Director  
Labor Relations



Concurred:  
LeRoy Christensen  
Assistant to the Vice President  
Communications Workers of America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Electronic Data Gathering**

Dear Mr. Thompson:

Electronic Data Gathering, with the constant changes in technology, is today and will be in the future, an integral part of the work place. The proper use of the data gathered by this method shall be an important factor in the continued successes of the corporation and therefore, of its employees.

For the purpose of this agreement, Electronic Data Gathering is defined as the systematic use of computerized technology to collect, store, report and analyze information about the work activities of employees. This is also referred to as Electronic Monitoring.

The following policy statement has been developed by a committee of representatives from the Communications Workers of America and the Company to address this issue.

To provide a beneficial experience in an environment of trust and respect, all employees shall be made aware of the current capabilities, impacts, uses and changes of Electronic Data Gathering. The Company's responsibility is to ensure clear definition and communication of Electronic Data Gathering to all employees as it relates to their work activities. The Company will also ensure managers have a working knowledge of systems that monitor their work groups and that uniform guidelines are utilized within the Organizations.

The following guidelines will apply:

1. Information and method of notification about new or changed Electronic Data Gathering systems shall be shared with the local union President or their designated representative and employees in the work group before implementation.
2. Results of the data gathered will be provided to employees in a timely manner based on the frequency of the information obtained.

Quality service and increased revenues are cornerstones to the success of the Company. Communications Workers of America and the Company are committed to working together to achieve these results.

Electronic Data Gathering is a valuable tool that can assist all of us in accomplishing our goals when used in accordance with the developed policy and guidelines outlined above.

No employee shall be disciplined as a result of Electronic Data Gathering; except for fraud, violation of privacy of communications, gross customer abuse or when developmental efforts have not been successful.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111

**RE: Employee Development Using Call Recording and Observing**

Dear Mr. Roberts:

During the course of the 2012 contract negotiations, the Company and Union had numerous discussions regarding the use of call recording and observing to develop and evaluate employees' performance. The primary goals of utilizing these tools are to promote employees' development and to help ensure a superior customer experience occurs with each customer interaction.

The parties acknowledge that the development of employees is an important aspect in their ability to be successful in performing their jobs and meeting the expectations of the Company. Toward that end, the following principles shall govern the use of call recording and observing in the development and evaluation of employees:

- Any call has the potential to be recorded and/or observed.
- An employee's immediate supervisor or coach has direct responsibility to develop and evaluate the employees that report to them.
- Coaches/supervisors, as well as internal and external quality assurance groups, shall conduct call recording and observing to assist in the development and evaluation of employees to ensure the delivery of superior customer service.
- Feedback to employees on call recordings and observations that are utilized for their development and/or evaluative purposes shall be provided as soon as practical.
- Call recording and observing may be utilized for business purposes other than the development and evaluation of employees.

### **Developmental Process**

The use of call recording and observing are valuable tools in the development of employees to ensure their understanding, demonstrate required skills and knowledge and how they consistently perform their job assignments. The focus on the Developmental Process is to identify the area(s) for improvement where additional training, enhancing skills and knowledge or other development may be necessary with an overall goal to drive better performance. Developmental plans may be appropriate to focus the employee, with the support of the coach/supervisor, on specific performance areas where continuous improvement is expected. Developmental goals shall be outlined in a written developmental plan with clearly identified expectations, actions and follow-up on the areas of performance where further employee development is needed.

Coaching and feedback are essential ingredients when assessing gaps in performance, expected behaviors or where performance is not consistently demonstrated. Both positive and constructive feedback is necessary when outlining areas of strengths and those areas needing improvement. When there is early detection of performance that needs improvement or evidence of unsatisfactory performance, a minimum of four (4) call observations per month shall be used to assess an employee's performance and whether a developmental plan is appropriate. Once a developmental plan is established, coaches/supervisors shall determine if additional observations are needed to assist employees who require additional developmental activities or where gaps in performance are more significant and closer monitoring is warranted. Employees shall be provided an adequate amount of time (generally less than one to two weeks) to apply the coaching, demonstrate learning and to show continuous improvement in the identified problem area(s). Emphasis shall be placed on the use of recorded calls especially in situations where an employee's performance is inconsistent. Desk-side observations may be appropriate based on individual developmental needs. Developmental plans may also include peer observations and coaching, role-playing and call modeling. Generally, employees shall not be disciplined as a result of the Developmental Process except for gross customer abuse, slamming/cramming, serious violations including violations of the Company's Code of Conduct or other Policies, or when developmental efforts have not been successful.

### **Evaluative Process**

While not required under this Letter of Agreement, some work groups/organizations may elect to establish performance metrics to regularly evaluate employees' performance in customer service/quality. In such situations, employees will be evaluated by their coach/supervisor or qualified trained manager. A minimum of four (4) recorded call observations per month shall be utilized to assess employees' overall performance, unless otherwise determined by the coach/supervisor that additional call observations are appropriate, based on employees' developmental needs and documented in the individual employee's developmental plan. Recorded call observations used for developmental purposes may be utilized for the Evaluative Process, when appropriate.

The Evaluative Process will typically utilize recorded call observations and exclude desk-side observations, unless otherwise appropriate to include based on individual circumstances. Recorded call observations used for evaluative purposes will be conducted throughout the month to reflect an overall view of the employee's monthly performance. An employee's monthly evaluation will be based on a cumulative score of recorded observations and when applicable, desk-side observations. Employees whose work schedules do not permit call observations to be performed throughout the month shall be distributed during the period of time in which the employee is available. In the event the coach/supervisor has failed to conduct the minimum number of recorded call observations for evaluative purposes, such call observations shall be used for developmental purposes, unless otherwise falling under other provisions of this Letter of Agreement.

Employees who do not meet satisfactory customer service/quality performance expectations, as a result of their evaluative call observations, shall have

documented developmental or action plans with specific areas for improvement, targeted objectives and associated timelines to meet those objectives. Immediate and sustainable performance improvement is expected by employees who fall below the satisfactory performance standards established by the Company. Corrective action may result in situations where employees do not consistently perform at satisfactory levels, based on the results of their evaluative recorded call observations.

### **Group Observations/Call Sampling**

Coaches/supervisors, managers or other internal and external quality assurance groups, e.g., Consumer Quality Assurance, Business Random Remote Observing Group, etc., may periodically conduct or assess recorded call observations. These types of call observations may be conducted by individual managers or groups of managers, which typically focus on such areas as product/service introductions/evaluations, overall customer satisfaction, calibration of call observations, evaluation of method, procedures, call handling or call scripting alternatives, and training opportunities. The primary use of group observations/call sampling is for management/business purposes and generally not intended for individual employee performance development or evaluation, except in situations of inappropriate employee behaviors, gross customer abuse, slamming/cramming, serious violations, or violations of the Company's Code of Conduct or other Policies. In such situations, managers will address those employees and issues on a case-by-case basis and corrective action may result up to and including dismissal.

### **Serious Offenses**

The Company may also have state, federal or other consent decree requirements/agreements in effect to self-monitor for regulatory or other compliance related purposes. Employees shall be notified of serious offenses that fall outside of the scope of gross customer abuse or cramming/slamming as soon as practical. Call observations shall be documented in the employee's personnel file and if appropriate, additional training and coaching shall be written into the employees' developmental plan. Based on the specifics of the serious violation, the employee may be subject to corrective action, up to and including dismissal.

### **Gross Customer Abuse - Slamming/Cramming**

Employee actions or behaviors that rise to the definition of gross customer abuse or "slamming/cramming" (intentional unauthorized addition of products or services or the intentional unauthorized change of a customer's long distance provider) is subject to immediate disciplinary action up to and including dismissal. Gross customer abuse is defined as unreasonable behavior that demonstrates the intentional disregard for, the disrespect of, or service to, the customer. Gross customer abuse is the intentional cut-off of the customer; using profane language; racial slurs; sexual remarks; or substantially similar types of conduct.

To ensure the spirit and intent of this letter is carried out, the Employee Development Council shall be responsible for reviewing individual situations where this Letter of Agreement has been allegedly violated. The Employee Development Council will meet periodically, as needed, and will consist of three (3) representatives each from the Company and Union, in addition to the

Company and Union Bargaining Agents. The Company or Union may, with agreement by the other party, identify an additional ad hoc representative(s) to participate in an Employee Development Council meeting, as needed.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Employee Involvement**

Dear Mr. Thompson:

The Company and the Union have come to agreement on the following Principles regarding Employee Involvement:

1. We have a mutual desire to have employees participate in problem solving and the quality process.
2. Management has the right to run the business including the decision to seek Union participation in business matters.
3. Problem solving and quality processes are normal employee work activities.
4. Recommendations from problem solving and quality efforts which affect wages, benefits, hours or working conditions will be negotiated by the Bargaining Agents.
5. Appointments of employees to projects and committees which affect wages, benefits, hours or working conditions will be by mutual agreement of the Union and the Company. Such appointments will be prompt and based on relevant knowledge of the subject. Ideally, people performing the targeted work will be appointed. Disputes in the selection process will be resolved by the Labor-Management Forum.
6. Communication by the Company and Union about Employee Involvement must call for consistent support and understanding by local union leaders and managers.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America



August 14, 2005

Mr. LeRoy Christensen  
Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Executive Work Council**

Dear Mr. Christensen,

In order to fulfill the commitments and obligations specified in Article 1, Section 1.3 and the Letter of Agreement on Contracting of Work, the Executive Work Council has been established. The Union and Company agree to review through the EWC when the Company plans a reorganization and/or technology change that proposes the movement of a significant amount of work currently being performed by represented employees to Qwest non-represented employees as outlined in Section 1.3. The EWC will review the plan prior to its implementation, discuss alternatives and resolutions to such situations, and sponsor the implementation. In general, the Company shall be responsible for presenting such plans for review to the Council. However, if the Union believes there is a situation that meets the above criteria but has not been brought before the Council, the Union may raise the issue with the Council within six (6) months of the event that gave rise to their concern. In the event that the Union concern revolves around a significant movement of work that occurs over a period of time, the six (6) months shall run from the time the Union is on notice that a significant amount of work performed by represented employees has moved from represented to non-represented Qwest employees.

During the term of this collective bargaining agreement, the EWC will meet four (4) times annually at times mutually agreed upon by the EWC. Membership will include (a) one (1) CWA Bargaining Agent appointed by the District 7 Vice President; (b) at least one (1) person at the Vice President level or above from the Company, appointed by the Executive Vice President Human Resources; and (c) the Company's Director of Labor Relations. The Union may designate up to four (4) additional people and the Company may designate up to three (3) additional people to participate in any meeting. These guidelines may be altered by mutual agreement of the Union and Company.

The information to be reviewed shall include the number, title and location of the employees currently performing the work that may be moved out of the bargaining unit, the impact upon these employees (e.g., will a surplus be declared and is it likely it will result in layoffs, will employees be considered qualified for the non-represented positions and/or will they be given other work to perform, etc.), the business reasons underlying the planned movement of work, and such other relevant information that is requested by the Union. The business unit that is planning the event that may result in the relevant movement of work out of the bargaining unit shall be responsible for preparing and submitting to the Council this information. In reviewing these situations to determine whether the movement of work out of the bargaining unit is

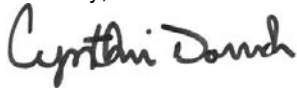
appropriate, the Council shall be governed by the principles outlined in Article 1.

In the event that the Council cannot reach agreement, the Company shall make the final decision whether to go forward with the movement of work at issue after discussion with the Council about the potential ramifications. However, if the Union is dissatisfied with the decision, an expedited arbitration process shall be used for resolution of any alleged violation of the movement of work principles set forth in Section 1.3 and the appropriate remedy.

Criteria will be established jointly by the Company and CWA that should be considered in determining whether represented or non-represented employees can “best perform” parallel work, emphasizing a goal of “not diminishing the bargaining unit” as set forth in Section 1.3 (5).

Any disputes regarding the alleged movement of work out of the bargaining unit that alleges a violation of Section 1.3 shall be resolved solely through the EWC process including expedited arbitration. This means the parties waive any right to process Section 1.3 disputes through the regular grievance/arbitration procedure in Article 16 and/or unit clarification petitions under the National Labor Relations Act (NLRA).

Sincerely,



Cynthia Dorroh  
Director  
Labor Relations



Concurred:  
LeRoy Christensen  
Assistant to the Vice President  
Communications Workers of America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Expectations Regarding Occupational Dress**

Dear Mr. Thompson:

We have agreed that employees should dress in a manner that is appropriate for the job they are performing. Attire should be guided by the work functions and customer contact associated with specific job duties. In addition, there are certain standards of attire:

- Casual attire is the general standard for all office environments.
- When employees are representing the Company to the public and customers, there may be additional requirements beyond the general standard.
- In any work environment, the following should not be worn: athletic shorts, cutoffs, halter tops, tube tops, muscle shirts or any other type of apparel mutually agreed to by the Company and the Union.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

September 4, 2003

Ms. Annie Hill  
Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Fleet Specialist & Fleet Technician Certification**

Dear Ms. Hill,

This memorandum is intended to outline the Company's requirements pertaining to certification for Fleet Specialist and Fleet Technician titles.

In light of our rapidly changing environment, the Company requirements for appropriate certifications will be as follows:

Fleet Specialists must possess certification from the National Institute for Automotive Excellence (ASE) in the following content areas:

- A1-Engine Repair or T1-Gasoline Engines
- T2-Diesel Engines
- A3-Manual Drive Train and Axles or T3-Drive Train
- A4-Suspension and Steering or T5-Suspension and Steering
- A5-Brakes or T4-Brakes
- A6-Electrical/Electronic Systems or T6-Electrical/Electronic Systems
- A7-Heating and Air Conditioning or T-7-Heating, Ventilation and Air Conditioning
- A8-Engine Performance

Fleet Technicians must possess certification from the National Institute for Automotive Excellence (ASE) in the following content areas:

- A1-Engine Repair of T1-Gasoline Engines
- A3-Manual Drive Train and Axles or T3-Drive Train
- A4-Suspension and Steering or T5-Suspension and Steering
- A5-Brakes or T4-Brakes
- A6-Electrical/Electronic Systems or T6-Electrical/Electronic Systems

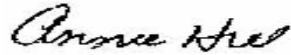
Recertification for employees holding the titles listed above will no longer be required. However, any future training required by the Company will be provided on Company time and at Company expense.

If this agreement correctly sets forth our understanding, please concur by signing below.

Sincerely,

Handwritten signature of Michael Lynch in black ink.

Michael Lynch  
Director Labor Relations

Handwritten signature of Annie Hill in black ink.

Concurred:  
Annie Hill  
Assistant to the Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111-2745

**RE: Greater Length of Service (GLS)**

Dear Mr. Roberts:

The parties have had numerous discussions over the past several years regarding the intent and application of the provisions of Greater Length of Service, which applies to certain employees of Qwest Corporation. In 1998, the Company and Union entered into a Letter of Agreement on Greater Length of Service ("GLS") and later in 2009 and 2011, agreed to expand it to address specific needs, including the application of GLS for employees of the various entities and affiliates of CenturyLink who transfer into represented positions covered by the Qwest/CWA Agreement through the CenturyLink National Self Nomination Transfer Plan.

The parties acknowledge that the Qwest/CWA Agreement recognizes Term of Employment (TOE), as defined by the Qwest Pension Plan, for various purposes and applications such as, but not limited to, eligibility to participate in certain health and welfare plans that are sponsored by the Company (the "Plans"), seniority for scheduling work tours and vacation, determining force reduction and the amount of paid time off (vacation and personal days), etc. Term of Employment is generally the first day of eligibility in such Plans and may be coincidental with employees' first day of employment with Qwest Corporation, unless otherwise adjusted due to time away from work or other reasons, as defined by the Qwest Pension Plan, and further clarified in Company policies or provisions of the collective bargaining agreement.

GLS, which may apply to certain employees of the Company and where applicable, will be used in lieu of TOE for specific applications subject to the terms of this Letter of Agreement.

The following is the parties' agreement regarding the definition and application of Greater Length of Service:

**Definition of GLS** - Greater Length of Service is the combination of an individual's Term of Employment, as defined by the Qwest Pension Plan, plus the following additional periods of service performed by that individual, which do not duplicate the period of service included in the individual's TOE:

- 1. Legacy Qwest Employees** – If you are a Legacy Qwest Employee, as of the date of the merger with CenturyLink (April 1, 2011), service with any Qwest subsidiary at least eighty percent (80%) owned or controlled by Qwest, Inc. prior to April 1, 2011, will be recognized provided the individual is

transferred directly from such subsidiary to another, regardless of the number of such direct transfers and, if you are rehired, service is subject to the terms of the Human Resources Bridging Prior Service Policy; or

2. **Legacy CenturyLink Employees** – If you are a Legacy CenturyLink Employee from an entity or subsidiary other than Legacy Qwest and you transfer or are rehired into a Legacy Qwest represented position that is covered by the Qwest/CWA Agreement, and under the terms of a Company policy or merger or acquisition agreement, the period of service performed for a former company, which by merger or acquisition, becomes a part of the CenturyLink group of entities and affiliates, service will be recognized for the purposes indicated as follows, subject to the terms of the Human Resources Bridging Prior Service Policy.

**Application of GLS** – GLS, as determined above, shall be used as the measurement of an individual's length of Company service for purposes of determining:

- a) the calculation of Separation Payment Plan payouts;
- b) for benefits applicable to represented employees under this Agreement who transfer pursuant to the CenturyLink National Self Nomination Transfer Plan, dated December 13, 2010 and any subsequent Letters of Agreement (collectively the "CenturyLink National Self Nomination Transfer Plan"), eligibility to participate in the Plans limited to: Disability Plan (Section 4.4(b)(ii) Disability Payment Benefits for Approved On-Job Injury or Illness Claims for Occupational Employees Hired Or Rehired On or After January 1, 2009), Life Insurance Plan, Health Care Plan, and for purposes of participation and vesting under the CenturyLink Union 401(k) Plan, and Article V-F (Pension for Occupational Employees - Account Balance Pension) of the Qwest Pension Plan;
- c) the quantity of paid entitlement time (vacation and personal days);
- d) payment of wage replacement for illness absence; and
- e) any other purpose agreed upon by the Company under the terms of a merger or acquisition transaction.

GLS shall not be used for purposes of determining seniority (i.e., for vacation scheduling, selection or scheduling of work tours, or for surplus/force reduction declarations, etc.), or for purposes of determining the level, amount or duration of benefits under any Company benefit plan identified in this Letter of Agreement, except as such plan or plans may specifically provide otherwise or provided in (e) above.

The Letter of Agreement supersedes all previous Letters of Agreement on the definition and application of GLS and together with any and all exhibits, as referenced or incorporated herein, constitutes the entire Agreement between the parties with respect to Greater Length of Service.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America



October 7, 2012

Mr. Reed Roberts

Assistant to the Vice President

Communications Workers of America - District 7

8085 East Prentice Avenue

Greenwood Village, CO 80111

**RE: Health and Wellness Advisory Committee**

Dear Mr. Roberts:

With the continued expressed strong concern relative to the escalating costs and quality issues of health care services utilized by employees and their dependents, the Company and Communications Workers of America agree to the continuation of a Health and Wellness Advisory Committee.

It is the intent of the parties to continue effective utilization of the Health and Wellness Advisory Committee as the forum to surface issues surrounding health care cost containment and quality issues, and to explore, develop and implement programs such as indicated (but not limited to) below:

1. Review, maintain and improve the quality of health care services as appropriate.
2. Examine the major factors influencing medical, dental and vision care costs, particularly those which affect the Company and its employees.
3. Recommend cost containment measures as may be appropriate to control and manage health care costs.
4. Review prescription drug cost increases and evaluate cost containment initiatives such as requiring a generic substitution when the physician has not indicated to dispense as written.
5. Continue to examine the viability of plan design and economic structure with the intent to change utilization patterns as a method to control cost escalation.
6. Promote an educational process to raise employee awareness in the areas of preventive health, wellness, efficient use of the medical insurance plan and the high cost of health care.
7. Provide oversight to the Committee on Substance Abuse and the Company drug and alcohol policy.

8. Monitor the Independent Medical Evaluation (IME) process as used in the administration of the Agreement between the Company and the Union.
9. Review and provide input regarding any health care plan Request for Proposals (RFP) that is conducted during the term of the contract.
10. Maintain one (1) Health Benefit Coordinators for assisting all employees in understanding and utilizing the health benefit processes, the FMLA process and disability process. The Company and Union co-chairs shall discuss the appointment of Health Benefit Coordinators prior to final selection.
11. The Company and the Union shall discuss in the Health and Wellness Advisory Committee, the definition of "health" and the overall intent of the health plan.

The Committee will be charged with submitting periodic reports to the Union and Company Bargaining Agents regarding the efforts made to contain escalating health care costs, the results of those efforts, and will be authorized to make changes in the Health Plans which further the efforts to contain escalation of health care costs while preserving the quality of health care for employees. The Committee will also be charged with the responsibility of reviewing, revising and recommending design changes dealing with the Disability Plan and Leaves of Absence in order to consolidate and formulate common plans across the region.

The Union members of this committee will be appointed by the Vice President of Communications Workers of America, District 7, or designee.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

August 17, 2003

Ms. Annie Hill  
Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Job Swap Guidelines**

Dear Ms. Hill:

As a result of negotiations with CWA, a provision was bargained in 1989 which allows for occupational employees, under certain conditions, to “swap” jobs.

With management concurrence at both locations, Regular employees may initiate a swapping of like positions within or outside an Organization. Job swaps can occur within a Reasonable Commuting Area (RCA), within a particular state or across the region. Such a swap is not intended to incur Company expenses; any costs associated with a swap such as relocation, traveling, etc., are to be borne by the employees involved.

“Like” positions are defined as same title and comparable functions. To determine comparable functions, little, if any, training would be involved on either end. Job swaps shall occur within the bargaining unit; employees cannot trade jobs between different Union affiliations. Job swaps cannot occur between Regular Full-Time to Regular Part-Time/Regular Term classifications or vice versa.

A job swap is originated by the employee(s). It is his/her responsibility to locate and identify a co-worker willing to participate in such a trade. This movement will occur outside the provisions of the Post and Bid Process. Occupational Staffing Office personnel will not be involved as there is no self-nomination request to be submitted or job vacancy to be filled. Self-nomination requests of employees who swap jobs remain active unless the Occupational Staffing Office is notified that the employee is no longer interested in bidding for the posted vacancy. Employees who swap jobs remain eligible to participate in the Post and Bid Process.

Because job swaps occur outside of the Post and Bid Process, there are no time-in title/time-in-location requirements to be met either prior or subsequent to the swap. “Swapping” employees will follow normal contractual provisions for selection of vacations and tours. There is no guarantee employees can retain previously scheduled vacations at the new location.

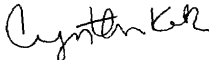
Retreat provisions do not apply in a job swap situation. Neither management nor the employee may initiate a retreat following a job swap. If job performance becomes unsatisfactory subsequent to a job swap, management will handle it under normal performance guidelines.

Employees involved in force surplus situations cannot initiate job swaps. Job swaps are not to be utilized to either circumvent or "take advantage" of force surplus conditions. Individuals are not to trade jobs so that employees may opt for entitlements, such as separation payments, in a particular area.

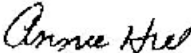
Each Organization must determine their own criteria in consenting to a job swap.

There are no established time frames to accomplish a job swap once it has been requested. It is, however, in the best interest of the Company and the employee(s) to achieve the swap as soon as possible. If management decides a swap will not occur, feedback to the employees involved must include the rationale for the refusal.

Sincerely,



Cynthia Kok  
Director  
Labor Relations



Concurred:  
Annie Hill  
Assistant to the Vice President  
Communications Workers of America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Labor-Management Forums**

Dear Mr. Thompson:

With the rapidly changing environment in our industry, the Company and the Communications Workers of America have a commitment to work together to institute effective change in the workplace. Labor-Management Forums may be established in each Organization to accomplish our mutual goals of providing the highest quality of customer service, supporting a workforce that is highly skilled and successful in our competitive markets, and enhancing employment security.

The purpose of these Forums may include:

- To establish and maintain productive relationships between the Communications Workers of America (CWA) and Company leaders.
- To share information, address and resolve business and employee concerns.
- To define the purpose, assign participants, provide resources, support and assess the progress of sponsored participative initiatives within Organizations.
- To establish and implement communication structures with local unions, CWA District 7, and other Labor-Management Forums.
- To work closely with the Bargaining Agents on any improvement efforts that affect wages, benefits, hours or working conditions.

Forums, where desired, will be sponsored by the appropriate Organization and CWA representatives.

Forums will consist of equal numbers of union and management representatives, and may include the Organization Vice President, one (1) Labor Relations Manager, and one (1) CWA District 7 representative.

Appointments of employees to projects and committees which affect wages, benefits, hours or working conditions will be by mutual agreement of the Union and the Company. Such appointments will be prompt and based on relevant knowledge of the subject. Ideally, people performing the targeted work will be appointed. Disputes in the selection process will be resolved by the Labor-

Management Forum. Written agreements between the Company and Union will be made concerning expectations of such activities.

The Company will provide excused paid time for all employees participating in such activities. Joint training may also be provided.

Frequency and length of meetings will be determined by the members of the individual Labor-Management Forum.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Local Agreements**

Dear Mr. Roberts:

After much discussion about Local Agreements, it is agreed that effective January 1, 2013, Local Agreements must include:

1. The signature of the Local President or designee
2. The signature of the appropriate responsible local manager.
3. The length of the agreement
4. The option for either party to reopen negotiations during the life of the current year's Local Agreement. If no agreement is reached, the current agreement will remain in effect.

All Local Agreements shall expire at the end of each calendar year following implementation. Local Agreements that apply during the year in which the current collective bargaining agreement expires may expire concurrent with the collective bargaining agreement or be extended through the end of the year. In no case shall a Local Agreement's length be greater than twelve (12) calendar months.

In the event where a Local Agreement cannot be reached by December 1<sup>st</sup> of the preceding year, the parties shall apply the provisions found within the Article(s) and subject(s) of the collective bargaining agreement that identify the process or provisions used when there is no local agreement.

It is also agreed that current Local Agreements which do not include the above, will expire on December 31, 2012 and any new Local Agreements must conform to this letter.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America - District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Local Agreements on Overtime Administration - Field Operations**

Dear Mr. Roberts:

The Company and local union shall have a local agreement on the guidelines and procedures for overtime administration within the I&R and construction field functions in the Consumer and Business and Network Services business segments. This requirement for local agreements shall apply to workgroups that are made up of the Broadband Technician, Network Technician, Customer Data Technician, Premise Technician and Assistant Technician titles. The Company maintains the right to manage overtime opportunities to the 49<sup>th</sup> hour and minimize or limit double time premium payments.

The criteria that must be discussed in all local agreements are:

- Whether overtime will be offered first to volunteers.
- Process that will be utilized to identify employees who elect to work voluntary overtime.
- When customer service needs are not met through volunteers the Company has the ability to schedule mandatory overtime.
- Development of a process to track equal distribution of overtime by employee on an annual basis.
- Process to address overtime caps during peak load periods.
- The option for either party to re-open negotiations during the life of the current year's Local Agreement. If no agreement can be reached, the current agreement will remain in effect.
- An expiration date of the local agreement.

Local Agreements on Overtime Administration must comply with the provisions of the Letter of Agreement on Local Agreements, as shown in Addendum 3, including the option for employees to work voluntary overtime and be paid premium at the rate of one and one-half (1 1/2) hours pay for each hour worked on a voluntary basis after working forty nine (49) hours in a calendar week (See Article 4).

This Letter of Agreement is effective through the life of the 2012 Agreement between Qwest Corporation and Communications Workers of America.



October 12, 2008

Mr. Reed W. Roberts  
Administrative Director to the Vice President  
Communications Workers of America - District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Lump Sum Pension Option**

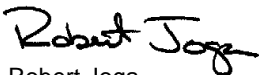
Dear Mr. Roberts:

The parties have reached an agreement in the following area:

Employees eligible under the Pension Plan to receive their pension benefit may receive that benefit in a lump sum, if an election is made within the time frames pursuant to the terms of the Plan.

This Letter of Agreement shall be effective for the term of this Collective Bargaining Agreement.

Sincerely,



Robert Joga  
Vice President  
Labor and HR Relations



Concurred:  
Reed W. Roberts  
Administrative Director to the Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed Roberts

Assistant to the Vice President  
Communications Workers of America - District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Occupational Safety and Health Committee**

Dear Mr. Roberts:

The Company and Union recognize the importance of a strong safety program and the continuing need to promote better understanding and acceptance of the principles of safety by employees for their own safety and that of their fellow employees, customers, and the public in general.

The Company and the Union agree to support the Mutual Occupational Safety and Health Committee (MOS & HC) which shall consist of up to four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union respectively). The parties also agree that the Company may designate a fifth (5<sup>th</sup>) representative from Labor Relations to actively participate and serve as an advisor to the Committee. The Union members of this committee will be appointed by the Vice President of the Communications Workers of America, District 7, or designee. This committee shall:

- \* Evaluate safety concerns in the Qwest territory and shall make recommendations regarding ongoing program changes where needed relative to occupational safety and health.
- \* Maintain a process for identifying and resolving occupational safety and health issues as they arise.
- \* For mutually agreed upon issues, establish jointly managed projects or innovative countermeasures to address the issue. These projects or countermeasures will be limited in scope, membership and time frame and will result in specific predetermined deliverables or outcomes.
- \* Assist each Mutual State Committee with the implementation of programs and resolution of issues within their organizations or localities.
- \* Discuss ergonomic issues, which are important to both the Union and the Company.

**State Safety Committees:**

Each State will have a safety committee made up of a Company and Union Co-Chair. Other members of these committees will be appointed equally by the

Company and Union respectively with consideration of the geographical, organization, state OSHA laws and local Union makeup unique to each state. These committees shall not be larger than eight (8) people (four (4) representatives each from the Company and the Union). Exceptions to this number shall be subject to the approval of the MOS & HC. Each state committee shall formally meet four (4) times a year to identify and resolve safety issues within the state. Union and Company Co-Chairs may meet as necessary between meetings to address pressing issues. State committees will work to educate and expand awareness of safety within the Company. The ultimate goal is to resolve safety issues at the lowest level possible. State safety committees will act as a mechanism recommending resolution of local safety issues or escalating issues to the MOS & HC as appropriate.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

October 12, 2008

Mr. Reed Roberts  
Administrative Director to the Vice President  
Communications Workers of America District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE:     PATHWAYS To The Future**

Dear Mr. Roberts:

In the ongoing environment of rapid technological changes and competitive entries into the telecommunications marketplace, both parties recognize the benefits in continuing to offer employees an education and training program for skills enhancement and career development. The program provisions are as follows:

**FUNDING:** The Company will fund the PATHWAYS To The Future Program educational benefit set forth in this letter. The Company will also fund the approved administrative expenses of the PATHWAYS Committee, such as the expenses associated with Committee meetings and travel. The PATHWAYS Committee will submit a proposed administrative budget for approval to the Company Bargaining Agent no later than October 31<sup>st</sup> of each year for the following calendar year that includes all proposed expenses of the PATHWAYS program over and above the cost of the educational benefit.

**PURPOSE:** The purpose of PATHWAYS is to promote life long learning through educational opportunities which meet individual needs, provide personal and career choices, and create a flexible and skilled workforce so that the employees, the Company and the Union are prepared to fully participate in a changing and diverse marketplace.

**GOVERNANCE:** The CenturyLink Human Resources organization shall serve as the administrator of the PATHWAYS program benefit and shall have the authority and discretion to interpret and apply the terms of the Program. Effective January 1, 2009, a PATHWAYS Committee shall be established to jointly oversee the educational benefit and the PATHWAYS Eligibility Policy. The Committee shall be led by a chair appointed by the Company and a co-chair appointed by the Union. The PATHWAYS Committee shall have up to four (4) members appointed by the Union and up to four (4) members appointed by the Company. The Committee shall meet four (4) times annually and may provide feedback or make recommendations to the administrator of the PATHWAYS program benefit regarding the Program with the goal of improving its effectiveness.

The Committee shall advise the Company on Program effectiveness and may identify and recommend improvements to the Program's administrative process and procedures. In the event the Committee is unable to reach agreement on a recommendation, the Company, as the sole administrator of the Program, shall make the final determination.

**ELIGIBILITY:** PATHWAYS To The Future is an educational benefit program for employees to use for education and training outside their current job. All Regular Full-Time and Regular Part-Time employees with a minimum of three (3) months Term of Employment (TOE) may be eligible to participate in PATHWAYS, subject to the terms and conditions of the Program.

**PARTICIPATION:** PATHWAYS-provided education and training will be separate and distinguished from an employee's current job specific training. PATHWAYS-sponsored education provides for education and training for skills not expected or required in the employee's current job. Participation in the program is voluntary and is on an employee's own time.

**EXCLUSIONS:** Alternatively, Company-sponsored "job specific" training will include, but is not limited to, expected and/or required training for the employee's current job assignment. Therefore, "job specific" training is to take place on work time and is to be paid for by the Company (Organization), and will not fall under the provisions or funding by PATHWAYS. The Company and Union Bargaining Agents, with the assistance of the PATHWAYS Committee, will determine the best process for assessing and monitoring the exclusions to the PATHWAYS To The Future Benefit Program.

**ADVOCATES:** To support employees in their commitment to continuing education and life-long learning, Advocates shall be appointed. While time off for Advocates to perform their duties is voluntary time, instances may arise where the Company and local union may mutually agree to compensate the Advocate Committees with paid time off under Section 15.10 of this Agreement (Excused Paid Time-Union Management Meetings) at the recommendation of the PATHWAYS Committee. Upon written request, the Committee may also agree to provide, out of its administrative budget, reimbursement to an Advocate Committee for expenses such as supplies, mileage, lodging, or meals. Advocate activities will be coordinated and monitored by the Union members of the Pathways Committee.

## **PROGRAM SUMMARY**

Effective January 1, 2009, eligible Employees may participate in the PATHWAYS Program, up to the annual tuition/book/fees cap of five thousand two hundred and fifty dollars (\$5,250).

1. **Undergraduate Degree:** Two (2) or four (4) year Associate or Bachelors degrees through accredited schools under the PATHWAYS eligibility policy.
2. **Continuing Education/Essential Skills:** Covers a variety of continuing education options such as credit and non-credit courses, certificate and license programs, technical training, and vocational courses. Essential skills are defined as the specific skills needed today and in the future for [CenturyLink](#) to achieve its business objectives and to build those skills for our internal employees. The PATHWAYS Committee Administrator or its designee will determine eligibility of courses, classes and programs under this option.

3. **Graduate Degree:** Includes Master Degree programs and Graduate level certification programs. It does not include Doctoral level study.

In addition to pre-paid tuition, these options include, assessment, fees and book reimbursement paid per PATHWAYS policies. The annual cap applies to all expenses paid for tuition, books, fees and assessments combined.

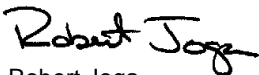
**SEPARATED EMPLOYEES:** Employees who separate from the Company under the provisions of Article 19 or Article 23, will be eligible to participate in the PATHWAYS for Separated Employees Program. This program includes the following provisions:

- (a) The program eligibility period is thirty-six (36) consecutive calendar months beginning on the date following separation.
- (b) Not more than ten thousand five hundred dollars (\$10,500) will be reimbursed at a maximum of five thousand two hundred fifty dollars (\$5,250) per twelve (12) month calendar period to include tuition, fees, books, and applicable taxes.
- (c) Applicable taxes are withheld from these reimbursements.

All participants in the PATHWAYS Program are required to satisfactorily complete all courses in accordance with the PATHWAYS Program policies. In the event a prepaid course is not completed or the participant does not provide proof of satisfactory completion, the participant shall be required to repay all amounts expended by the Program with respect to that course, subject to the established policies of the PATHWAYS Program. Until the participant has repaid the Program in full, he/she will be ineligible for any future participation in the PATHWAYS Program.

In conclusion, the PATHWAYS To The Future Program supports life-long learning opportunities for the Company's employees and CWA's members. Education and training is a competitive advantage. Continuous learning opportunities are essential to our collective success in the future.

Sincerely,



Robert Joga  
Vice President  
Labor and HR Relations



Concurred:  
Reed W. Roberts  
Administrative Director to the Vice President  
Communications Workers of America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Payroll Policies**

Dear Mr. Thompson:

As was discussed during recent negotiations, payroll policies (specifically regarding overpayments and underpayments) may need to change due to unforeseen circumstances.

When this occurs, the policy changes will be reviewed with the Company and Union Bargaining Agents prior to implementation.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed Roberts

Assistant to the Vice President  
Communications Workers of America - District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Pension Band 120**

Dear Mr. Roberts:

During 1989 collective bargaining, agreements were reached on specific title changes which resulted in pension band impact to certain former Northwestern Bell (NWB) Zone 1 titles. This occurred in both the U S WEST (now Qwest) and former BRI bargaining unit. Employees holding these titles were in Pension Band 120 under the 1986 Agreement and would have moved to Pension Band 119 under the above-referenced title change agreements.

The impacted titles were as follows:

- Facilities Specialists
- Network Systems Technicians
- Switchboard Technicians
- Testing Technicians
- Toll Terminal Technicians
- Communications Channel Technicians
- Communications Channel Specialists
- Building Specialists

The following is proposed relative to protection of Pension Band 120 for the originally impacted employees:

Impacted employees in the listed titles on August 13, 1989 including those who moved into the Broadband Technician title during 2007, will remain in Pension Band 120 for the life of the 2008 Agreement as long as they remain in any job title associated with Pension Band 119 or Pension Band 120 ("Protected Employees"). The Plan Administrator and Company shall provide the Union with the listing by name of the individuals impacted who are Protected Employees.

Any Protected Employee who transfers out of these pension bands during the life of this Agreement will no longer be protected and no longer accrue a benefit in Pension Band 120.

Employees who are not on the list of the originally Protected Employees (which is maintained by the Plan Administrator), will not be protected under this agreement if they move into a job title associated with Pension Band 119.



Any future changes during the life of the 2012 Labor Agreement that would impact Pension Bands could make this agreement null and void.

If the above accurately reflects our understanding, please sign in the space provided below.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

April 9, 2007

Mr. Reed Roberts  
Administrative Assistant to the Vice President  
Communications Workers Of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111

**RE: Permissible Mobilization Activities Over Grievable Issues**

Under section 16.3 of the parties' current collective bargaining agreement, as interpreted by Judge Kane in *US WEST Communications, Inc. v. Communications Workers Of America*, USDC - District Of Colorado No. 98-K-2317, the membership of the bargaining unit represented by CWA is prohibited from engaging in any form of mobilization in support of any grievable issue, other than (1) filing a grievance, (2) seeking an informal solution outside of the grievance process with the consent of the Company, or (3) filing a charge with the NLRB or other appropriate government agency or judicial forum. Qwest Corporation and District 7 agree that some limited form of outlet for employees to express their concerns is beneficial to District 7, the Company, and its organized workforce. Accordingly, the parties have agreed upon the following.

Section 16.3 of the CBA shall be interpreted to allow members of the bargaining unit to engage in limited mobilization activities in the workplace over issues that are subject to the grievance and arbitration process set forth in the CBA. Those activities are limited to providing handbills to fellow employees, and/or wearing t-shirts and/or buttons, and/or other protest statements, so long as the statements (whether symbolic or in language) contain only factual information and are not derogatory or disparaging toward the Company or its employees.

However, under no circumstances may any member of the bargaining unit engage in any form of mobilization activity over any issue that is subject to the grievance and arbitration process set forth in the CBA if the member is likely to have contact with one or more customers (other than customers who are also employees of Qwest and its affiliated companies). Additionally, the membership of the bargaining unit is absolutely prohibited from engaging in any strikes, slowdowns, boycotts, or any form of work stoppage over any grievable issue.

To the extent the Company believes that one or more members of the bargaining unit is engaging in mobilization activities not permitted by this letter of agreement, it may ask the member or members to cease such activity. Pursuant to the "work now — grieve later principle," the member or members of the bargaining unit will immediately comply, or face discipline up to and including immediate discharge. Should District 7 wish to challenge the right of the member(s) to engage in the mobilization activities at issue, one of District 7's designated bargaining agents may file a written grievance directly with the Company's Chief Bargaining Agent within three (3) business days which seeks expedited arbitration pursuant to this letter of agreement. Likewise, Qwest may initiate the expedited arbitration process within three (3) business days of

learning of the mobilization activity. Should the Company or District 7 fail to abide by the three (3) business day window, arbitration will not be permitted pursuant to Article 16 of the CBA.

Neither District 7 nor the local unions will have any duty to notify the Company of intended mobilization activities. However, upon invocation of the expedited arbitration process, the local union and the employees represented by that local union that are engaging in the mobilization activities shall immediately cease the mobilization activity at issue and any related conduct pending resolution of the expedited arbitration. If the local union or the employees represented by that local union fail to refrain from engaging in the activity, the parties will execute a stipulated motion for an injunction. The stipulated motion for an injunction will prohibit the local union and the employees represented by that local union from engaging in the mobilization activity at issue and any related/similar conduct pending the resolution of the expedited arbitration. District 7 will have no obligation to enter into any stipulated motion for an injunction in response to mobilization activities of bargaining unit employees who are not members of CWA only if: 1) District 7 advises the participating employees that their conduct violates this LOA and is not protected; 2) District 7 demands that the participating employees immediately cease the activities within one business day of becoming aware of the activities; and 3) District 7 provides written notice to Qwest's Director of Labor Relations that District 7 has demanded that the participating employees cease the activities.

The parties will agree to a standing panel of six (6) arbitrators to preside over the expedited arbitration hearing. A panel arbitrator must be able to hear the case more than ten (10) days but less than thirty (30) days (and can include Saturday or Sunday hearings, if necessary, to stay within the timeframe) after: 1) the Union files its grievance or 2) the Company initiates expedited arbitration. If no panel member is available within that ten to thirty day time frame, the case will be referred to an arbitrator provided through the FMCS process to be heard more than ten days but less than thirty days (including Saturday or Sunday hearing, if necessary) after the filing of the grievance or the Company initiating the arbitration process. Upon notice from the Company that the Company is unavailable for arbitration within the prescribed time limits set forth above, the local union or the employees represented by that local union may engage in the activity until three days prior to the agreed upon date for the arbitration. The arbitration will be heard on consecutive days until completed in Denver, Colorado, but witnesses who are not otherwise available may appear by telephone if they so desire. There shall be no post hearing briefs, although closing statements will be permitted. The arbitrator will issue a verbal decision within one week followed by a written decision within two weeks of the close of the hearing. The parties shall equally share all fees of the arbitrator and related costs. Nothing set forth in this expedited arbitration process shall limit the forums or remedies otherwise available to the parties.

The sole issue at the arbitration hearing will be whether the mobilization activity is permitted under the terms of this letter of agreement. If the arbitrator finds that the mobilization activity was not permitted under the terms of this letter of agreement, the arbitrator's only remedial authority will be to: 1) issue a "cease and desist" order prohibiting the local union and the employees represented by

that local union from engaging in the mobilization activity or related activity; and 2) award actual damages.

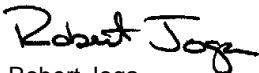
Past practice evidence pertaining to events occurring before March 19, 2001, may not be admitted in any arbitration, whether expedited or otherwise, for any purpose, including but not limited to interpreting or varying the terms of this Letter of Agreement.

Past practice evidence pertaining to events occurring after March 19, 2001, may not be admitted in any arbitration, whether expedited or otherwise, for any purpose, including but not limited to interpreting or varying the terms of this Letter of Agreement. The sole exception to the preceding sentence is that past practice evidence pertaining to events occurring after March 19, 2001 may be introduced in an arbitration and may be considered by the arbitrator if and only if: 1) the statements sought to be introduced are identical to the statements at issue in the arbitration in which they are sought to be introduced, 2) the statements were utilized by members of the bargaining unit in a similar context and manner to the context and manner at issue in the arbitration and (a) if sought to be introduced by the Union, the Company allowed members of the bargaining unit to utilize the statements at least 2 times in the 3 year period immediately preceding the arbitration, or (b) if sought to be introduced by the Company, the Union failed to grieve the Company's refusal to allow members of the bargaining unit at least 2 times in the 3 year period immediately preceding the arbitration. For purposes of this Letter of Agreement, past practice evidence does not include precedential decisions.

No opinions or orders in *US WEST Communications, Inc. v. Communications Workers of America*, USDC - District Of Colorado No. 98-K-2317 shall be used by either party in any arbitration proceeding as precedent by either party.

This letter shall be suspended during any contractual hiatus, but will otherwise remain in effect during the term of this and any subsequent collective bargaining agreement, including extensions, unless modified by written mutual agreement of the parties.

Sincerely,



Robert Joga  
Director – Labor Relations and  
Chief Bargaining Agent

Qwest



Concurred:  
reed roberts  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Priority Personal Days**

Dear Mr. Roberts:

During the past several years, the Company and the Union have spent a significant amount of time discussing the Union's desire to also consider the needs of the employee when determining the needs of the business. The Company and the Union agree to have local union and Company representatives set the parameters and implementation guidelines for each work group. These local representatives will have the latitude to address the following issues:

- (a) whether to increase the number of priority personal days above the two (2) days provided by Article 11, Section 11.28;
- (b) how priority personal days and excused non-paid time interact;
- (c) whether certain days need to be exempt, i.e., days preceding or following authorized Holidays;
- (d) increments in which priority personal days may be taken;
- (e) frequency in which priority personal days may be taken (i.e., one per quarter);
- (f) procedure to request a priority personal day;
- (g) a reasonable amount of priority time will be made available every day with the exception of holidays, which may be blocked; and
- (h) whether daily caps are needed in some cases to minimize negative impact on customers. (If necessary, priority personal days would be granted on a first-come, first-serve basis.)

In the event the local union and Company representatives are unable to reach a Local Agreement on Priority Personal Days, the following provisions will apply:

1. Only two (2) personal paid days may be taken as priority days.

2. There will be no ability to unilaterally block days other than authorized Holidays.
3. The Company may establish daily caps on the number of employees who may take priority personal days but must provide for a reasonable amount of time available every day except authorized Holidays.

Local representatives should be creative and develop guidelines which work best for their work group and empower employees to manage their work and personal lives. If the local representatives are unable to reach agreement on the guidelines, the Company and Union Bargaining Agents may assist with the resolution.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred: Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Organization Structure**

Dear Mr. Thompson:

The Company and the Union recognize the continuing changes in the organizational structure of the business in the context of administration of Articles 7, 19, 20, and 21. As you know, the names, size, numbers, and relationship within and between organizations have and will continue to reflect what we believe is the best structure for delivering customer service. As such, the organizational structures and names are likely to continue to change and evolve over time.

As we have discussed, the Company determines organizational structures and names and will keep the Union Bargaining Agent advised of such changes in a timely manner and discuss the impacts, if any, on the administration of the provisions outlined in Articles 7, 19, 20, and 21. The Company and the Union Bargaining Agents will mutually agree on any modifications of the administration of these provisions that become necessary as a result of organizational structure changes based on the above definition.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America - District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Retiree Health Care: Eligible Post-1990 Occupational Retirees Annual Cost Caps, Non-Medicare Eligible and Medicare Eligible Retiree Exchange Coverage**

Dear Mr. Roberts:

This letter will confirm our agreement regarding retiree health care and the provisions surrounding retiree health care caps under the terms of the CenturyLink Retiree and Inactive Health Plan (the "Plan"). The parties agree that this letter replaces and supersedes all prior letters concerning Retiree Health Care and the Plan.

**A. Non-Medicare Eligible Retiree:** The Company shall determine before the start of each year the total expected cost for each Coverage Category for eligible former Union represented employees retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) who are eligible under the Plan. The cost to the Company for each eligible former Union represented employee retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) and their eligible dependents (commonly referred to as "Post-1990 Occupational Retirees") shall not exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap detailed below for each Coverage Category. Eligible Post-1990 Occupational Retirees will be responsible to pay premiums (commonly referred to as "Retiree Premiums") equal to the amount by which the total expected annual health care costs for each Coverage Category exceed the Company Retiree Health Care Annual Cost Cap. The Company Retiree Health Care Annual Cost Cap is outlined in the table below.

The Company will pay expected annual health and dental care costs up to the Company Non-Medicare Eligible Retiree Health Care Annual Cost Caps by direct payment and/or payments and/or reimbursements made from the Company sponsored trust funds or other Company sources. Effective January 1, 2009, Retiree Premiums for the expected costs that exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap will apply for eligible Post-1990 Occupational Retirees in order to maintain health care coverage under the CenturyLink Retiree and Inactive Health Plan. The Company, may modify group coverage tiers (e.g., retiree only, retiree and & spouse, etc.) when calculating Retiree Premiums, subject to negotiations with the union. Administratively, the Retiree Premiums may be collected in monthly installments and will be communicated during the Annual Enrollment period each Fall for the upcoming plan year.



Non-Medicare Eligible Post-1990 Occupational Retirees who participate under the CenturyLink Retiree and Inactive Health Plan shall have available the benefits equivalent to the average actuarial value of the benefits provided from time to time under the CenturyLink Health Care Plan for active Union represented employees, and the Company shall continue to have the right to amend such benefits subject to negotiation. The provision of these benefit options in the CenturyLink Retiree and Inactive Health Plan does not waive or negate the “exempt” status of the Plan under the Patient Protection Affordable Care Act of 2010 (“PPACA”). This paragraph will not apply to employees who retired under ERO 1992 who are eligible for benefits consistent with the 1992 ERO health care commitment.

- B. Medicare Eligible Retiree:** The cost to the Company for each eligible Union represented employee retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) and their eligible dependents (commonly referred to as Post-1990 Occupational Retirees) shall not exceed the Company Medicare Eligible Retiree Health Care Annual Cost Cap detailed below for each Coverage Category.

Post-1990 Occupational Retirees who are eligible for coverage as defined by the terms of the Plan and who are eligible for Medicare will be eligible to obtain their health care from a Medicare Exchange service for supplemental retiree healthcare which will be implemented during the calendar year of 2014 and continue thereafter. With the introduction of the Medicare Exchange service, Medicare-Eligible Post-1990 Occupational Retirees will no longer be eligible for or be covered under the Company’s group healthcare plan, the CenturyLink Retiree and Inactive Plan, except for purposes of dental coverage and the Health Reimbursement Account (HRA). CenturyLink shall notionally provide the Company Medicare Eligible Retiree Health Care Annual Cost Cap to a Company-sponsored Health Reimbursement Account (HRA). The HRA annual amount is prorated in the year the HRA is implemented and also in the retiree’s year of retirement to equal the number of months left in the calendar year.

Eligible Retirees may submit to the HRA for reimbursement (up to the maximum amount of the Company Medicare Eligible Retiree Health Care Annual Cost Cap identified in the table below) for any medical expense under Section 213(d) of the Internal Revenue Code, including the premiums paid for private Medicare Supplement or Advantage individual policies, private prescription drug policies, dental (either CenturyLink group plan or private), and private vision policies, selected through an Medicare Exchange service facilitated by the Company or a Medicare Supplement or Medicare Advantage individual policy selected on their own. Medicare Part B premiums and IRS 502 eligible out-of-pocket healthcare expense (e.g., copays, etc.) may also be submitted to their HRA for reimbursement. Monthly auto-reimbursement may also be available if the retiree and/or spouse

uses the Medicare Exchange service (described below) to enroll in coverage if offered by the insurance carrier selected by the retiree.

Dental coverage will continue to be available to Medicare-Eligible Post-1990 Occupational Retirees through the Plan. Medicare-Eligible Post-1990 Occupational Retirees will have the ability to decide how to allocate their Company Medicare Eligible Retiree Health Care Annual Cost Cap in their HRA to reimburse eligible premiums for Medicare Supplement or Medicare Advantage private individual policies, including prescription drug coverage and/or to also use it to pay for their group dental coverage under the CenturyLink Retiree and Inactive Health Plan or individual dental insurance policy.

Any unused funds in the HRA in a calendar year roll over to the next year and may be used to reimburse eligible expenses in subsequent years.

Retirees are not required to use the Medicare Exchange service to be reimbursed from the HRA. Instead, Eligible Retirees and/or spouses may elect Medicare Supplement or Advantage private individual policies on their own or through a local broker and be eligible to receive reimbursement from the HRA by manually requesting the reimbursement.

The Company will review with the Union the criteria to be used in the selection of the HRA Plan Administrator. The Company will notify the Union of any such selection and the reasons for such selection. In the event of a change in the Plan Administrator, the Company will notify the Union of any such change at least sixty (60) calendar days in advance. The selection by the Company of a Plan Administrator shall be conclusive and shall not be subject to any grievance procedure or arbitration under the collective bargaining agreement or any other agreement between the Company and the Union. The cost related to the administration of the HRA is borne entirely by the Company.

With regard to the group dental coverage under the CenturyLink Retiree and Inactive Health Plan, the Company, may modify group coverage tiers when calculating Retiree Premiums, subject to negotiations with the Union. Administratively, the Retiree Premiums may be collected in monthly installments and will be communicated during the Annual Enrollment period each Fall for the upcoming plan year.

- C. **Medicare Exchange Service Vendor:** The Company will no longer offer a Group Medicare Supplement Plan or Medicare Advantage HMO's. Instead, the Company will provide a Medicare Exchange service to assist Medicare Eligible Retirees and their Medicare Eligible dependents in selecting a private individual Medicare Supplement or Medicare Advantage type policy. The individual policies offered through the service to retirees and/or eligible dependents are determined by the Medicare Exchange service vendor and will vary based on the available private policies in the retiree's local market.

Group Dental coverage will continue to be available to Medicare-Eligible Post-1990 Occupational Retirees through the Plan. Alternatively, dental coverage may be purchased through the Medicare Exchange service. The cost for either the Group Dental Plan or a private individual dental policy can be reimbursed to the retiree through the HRA.

The Company, in its sole discretion, will select the Company-sponsored Medicare Exchange service vendor. Input from the Union will be considered. The Company will review with the Union the criteria to be used in the selection of the Medicare Exchange service vendor. The Company will notify the Union of any such selection and the reasons for such selection. In the event of a change in the vendor, the Company will notify the Union of any such change at least sixty (60) calendar days in advance. The selection by the Company of a vendor shall be conclusive and shall not be subject to any grievance procedure or arbitration under the collective bargaining agreement or any other agreement between the Company and the Union. Retirees shall not be assessed any fees or additional charges by the Company for use of the Medicare Exchange service.

The Health and Wellness Advisory Committee will meet to review and discuss the HRA and Medicare Exchange service programs, including review of HRA plan administrator and Medicare Exchange vendor performance; compliance by vendors with contractual performance standards, review of reports regarding program metrics, enrollments, communications, and other aspects of the HRA and Medicare Exchange service programs. The Committee shall meet no less than twice annually and dates for the meetings shall be set by the Committee. The Committee shall explore approaches to compiling and assessing feedback from retirees regarding their experience with the HRA and Medicare Exchange service, such as a retiree satisfaction survey. The Committee shall make recommendations to the Company regarding vendor performance, including the need to rebid the contract as a result of poor performance.

**D. Coverage of Surviving Spouses/Domestic Partners and Dependent Children of an Eligible Retiree:**

- a. Eligible former Union represented employees who retire on or after January 1, 2014 or an active employee who qualifies as a retiree (as defined by the Retirement Plan) and dies on or after January 1, 2014 and who are eligible under the Plan or Medicare HRA, as applicable – A Post-1990 Occupational Retiree's Surviving Spouse/Domestic Partner (as defined by the Retirement Plan) and/or Eligible Child(ren) or the Surviving Spouse and/or Eligible Child(ren) of an active employee who qualifies as a retiree (as defined by the Retirement Plan) at the time of death may continue eligibility as follows:

- For Non-Medicare Eligible Surviving Spouse, he/she will be eligible to continue medical and dental participation in the CenturyLink Retiree and Inactive Health Plan with the same benefit plan options choices as a Non-Medicare Eligible Retiree. The cost to the Company for each eligible surviving spouse/domestic partner of an Eligible Retiree shall not exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap portion for a spouse detailed below. Eligible surviving spouses will be responsible to pay premiums (commonly referred to as “Surviving Spouse Premiums”) equal to the amount by which the total expected annual healthcare costs for each Coverage Category exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap spouse portion.
  - For Medicare-Eligible Surviving Spouse, he/she will be eligible to continue to receive, through the Company sponsored HRA, the Company Medicare-Eligible Retiree Health Care Annual Cost Cap spouse portion for Medicare-Eligible individuals. He/she may also continue to use the Company-sponsored Medicare Exchange service.
  - Eligible Dependent Child(ren) will be eligible to continue to participate in the CenturyLink Retiree and Inactive Health Plan if they meet the eligibility criteria at the time of the retiree’s retirement/eligible active employee’s death. Coverage for the dependent ends the earlier of when the child loses eligibility under the Plan or attains age 26.
  - The Surviving Spouse cannot add new dependent(s) after first becoming eligible as a Surviving Spouse. For example, the Surviving Spouse cannot add a new child or a new spouse. Also, if a Surviving Spouse or Eligible Child(ren) elect to waive coverage, re-enrollment under the Plan at a future date is not allowed.
- b. Eligible former Union represented employees retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) and on or before December 31, 2013 and who are eligible under the Plan or Medicare HRA, as applicable – A Post-1990 Occupational Retiree’s Surviving Spouse (as defined by the Retirement Plan) shall be eligible for six (6) months of Company subsidized COBRA and may continue COBRA coverage up to a total of 36 months by paying the full monthly rate.

**E. Company Retiree Health Care Annual Cost Cap Table:**

<b>Coverage Category (Eligible as defined by the Plan)</b>	<b>Company Retiree Health Care Annual Cost Cap*</b>
Eligible Non-Medicare Adult excluding dependent child(ren)	\$6,250 per retiree \$6,250 per spouse
Eligible Child(ren) (incl. handicapped)**	\$2,070 maximum
Eligible Medicare-eligible Adult excluding dependent child(ren)	\$2,570 per retiree \$2,570 per spouse
Waived Coverage	\$0

\* *Company Retiree Health Care Annual Cost Cap includes subsidy for medical and dental.*

\*\* *Eligible Child(ren) (including handicapped) as a Coverage Category under Company Retiree Health Care Annual Cost Cap is based on a child(ren) unit. The unit may include one or multiple eligible children but the maximum cap amount applied is \$2,070 regardless of the number of children covered. In other words, if one eligible child is covered or if two or more eligible children are covered, the Company Retiree Health Care Annual Cost Cap is \$2,070 in both examples.*

In the event the annual expected health care costs (as shown in this Section E above) for any Coverage Category for any available benefit plan option (including buy-down plan options, if any) are below the above stated Company Retiree Health Care Annual Cost Caps, the Retiree Premiums will not reduce below zero dollars (\$0).

- E. For eligible active and future retired employees, there shall be no lifetime maximum on the amount of benefits available from the Plan during the life of this Agreement.
- G. Effective January 1, 2009, the Company no longer provides Medicare Part B reimbursement of forty eight dollars and ten cents (\$48.10) per month to any Post-1990 Occupational Retiree or dependent retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO); notwithstanding this, Medicare Part B premiums may be submitted to an Eligible Retiree's HRA for reimbursement under the terms of the HRA and subject to the Company Medicare Eligible Retiree Health Care Annual Cost Cap.
- H. The Plan is intended to be a stand-alone "exempt" health care plan, for purposes of the Patient Protection Affordable Care Act of 2010 ("PPACA"). The Plan as a "stand-alone" plan that does not cover more than two active employees is "exempt" under Section 732 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") from the requirements of PPACA. The Company reserved its rights to decide whether to voluntarily comply with certain provisions of PPACA at its discretion and does not waive the Plan's exempt status. Accordingly, although exempt, the Plan may be voluntarily amended to comply with certain select provisions of PPACA. This voluntary application of certain PPACA provisions is

separate and not a part of any health care commitment, including the health care commitment to the Pre-1991 and ERO 1992 Retiree populations.

- I. The Company, the HRA administrator and the Medicare Exchange service vendor shall develop and present a comprehensive training and education program to assist in the transition to the Medicare Exchange in 2014 for CWA local union leadership and CWA Retiree Chapters. This 2014 Medicare Exchange training shall be offered prior to education meetings with Eligible Retirees to educate them about the transition to the Medicare Exchange in 2014. The meetings will be made available in easily accessible locations to all current Medicare-Eligible Retirees and near-Medicare-Eligible Retirees. Education meetings will also be made available at least once a year for future Medicare-Eligible Retirees. The education programs shall include information related to Medicare, Medicare Supplemental Policies, the HRA, and the Medicare Exchange service.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America - District 7  
8085 East Prentice Avenue  
Greenwood Village, CO 80111

**RE: Supplemental Payment Cities**

Dear Mr. Roberts:

This will confirm our understanding regarding Supplemental Payment Cities. The Company and the Union recognize that special conditions exist in certain cities in the Qwest territory that impact the Company's ability to attract and retain employees. For that reason, the Company and the Union agree to the following:

An employee whose most current Primary Reporting Place (PRP) is within the city limits of a city listed below, will receive a supplemental payment as shown. This payment shall continue so long as the employee's most current PRP is located in one of these cities:

**Supplemental Payment Cities**

**\$95.00 Per Week**

Craig, CO  
Crested Butte, CO  
Durango, CO  
Frisco, CO  
Granby, CO  
Gunnison, CO  
Hailey, ID  
Heber City, UT  
Ketchum, ID  
Los Alamos, NM  
Meeker, CO  
Park City, UT  
Ridgway, CO  
Santa Fe, NM  
Steamboat Springs, CO  
Taos, NM  
Telluride, CO

**\$125.00 Per Week**

Aspen, CO  
Avon, CO  
Breckenridge, CO  
Dillon, CO  
Glenwood Springs, CO  
Jackson, WY  
Rifle, CO  
Silverthorne, CO  
Vail, CO

Employees, who are placed into an eligible PRP located in one of the cities above, shall not be paid supplemental payment for any partial week of work when assigned to the eligible PRP. Employees who leave the eligible PRP due to retirement, resignation, termination, transfer or death shall be paid the full

weekly supplemental payment for any remaining days in the week in which the employee leaves the eligible PRP.

The supplemental payment shall not be paid for full week periods of one week or more where the employee is suspended without pay, on leave of absence without pay or any other reason (excused or unexcused) where there is no payment of wages or paid entitlement time for the period.

This agreement may be canceled by either party by giving thirty (30) days written notice to the other party.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America



August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Tax-Exempt Trust**

Dear Mr. Thompson:

The Company shall continue to maintain and/or establish one or more tax-exempt trusts under Section 501(C)(9) of the Internal Revenue Code for the purpose of funding some or all of the following benefits for eligible employees and retirees, their eligible dependents, and/or their designated beneficiaries; life insurance, sickness, medical, accident and other allowable welfare benefits. The level and timing of all contributions to such trusts and trust reserves shall be determined in the sole discretion of the Company subject to any applicable limitations under the Internal Revenue Code. The funding of post-retirement medical benefits, and such other benefits as the Company shall deem appropriate, shall be separately accounted for within the trust.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

October 7, 2012

Mr. Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of America - District 7  
8085 E. Prentice Avenue  
Greenwood Village, CO 80111-2745

**RE: Uniform Program**

Dear Mr. Roberts:

The Company and the Union have agreed to a Uniform Program for customer facing employees in the following titles: Antenna Technician, Assistant Technician, Building Specialist, Building Technician, Broadband Technician, Central Office Technician, COE Installation Technician, Customer Data Technician, Customer Premises Equipment Technician, Customer Service Specialist, Network Technician and Premise Technician. Effective January 1, 2013, the Uniform Program will be mandatory for all employees identified in the above job titles who primarily have customer facing work assignments, as determined at the sole discretion of the Company. The Company may identify employees in the above job titles who may be excluded from participation in the Uniform Program based on their work assignment.

Employees in the job titles of Frame Attendants and Supply Attendants may participate in the Uniform Program on a reduced basis, as determined by the Company, based on their work assignments.

The following further sets forth the terms of our agreement:

1. The Company will provide an annual credit of two hundred thirty dollars (\$230.00) for the purchase of approved garments under the Uniform Program through the Company's authorized vendor. Employees who participate in the Uniform Program may affix a CWA embroidery patch to the uniform, at their expense, subject to the Company, in its sole discretion, determining and approving the size, placement and content of the patch, which shall be paid and distributed by the Union.
2. Participants in the Uniform Program are required to wear a CenturyLink branded shirt during all hours of work. It is the intent of the Company to have customer facing employees easily identified as CenturyLink employees. Accordingly, the Company expects Uniform Program participants' clothing to be neat, clean and well maintained.
3. To the extent the value of the clothing articles provided to participants under this program is taxable; the taxable amount will be "grossed up."
4. The Company may add, change, modify, discontinue or eliminate any provision(s) of this Letter of Agreement upon written notice to the Union.

Sincerely,



Michael G. Lynch  
Director – Labor Relations  
CenturyLink



Concurred:  
Reed W. Roberts  
Assistant to the Vice President  
Communications Workers of  
America

August 16, 1998

Mr. John R. Thompson  
Administrative Assistant to the Vice President  
Communications Workers of America  
District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

**RE: Union Representation Rights For Occupational Employees**

Dear Mr. Thompson:

As a result of recent contract negotiations, the parties have agreed to include this Letter of Agreement in the Agreement.

The purpose of this document is to provide further clarification on when an employee is entitled to have a steward present during a meeting with management. An employee has the right to a union representative, upon request, in investigatory interviews, and when discipline is being administered.

An investigatory interview occurs when a manager questions an employee about his or her conduct or performance. In this circumstance, if the employee has a reasonable belief that disciplinary action may result from the interview, he or she has the right to have a union representative present upon request.

Discipline is defined, per Article 17, as "warnings which are going to be recorded in the personnel file, suspension, demotion, or dismissal for just cause". Furthermore, per the Occupational Employee Performance Plan (OEPP), discipline occurs when an employee is not meeting standards, or complying with Company policy, and corrective action is taken.

There is no contractual or legal entitlement for an employee to have a union representative present any time he or she meets with management. Therefore, when meeting with an employee, it is imperative for a manager to clearly state the purpose of the discussion.

Periodic performance reviews are an important part of employee development and sustained productivity. If, during one of these discussions, the manager questions an employee about his or her conduct or performance, and the employee has a reasonable belief that disciplinary action may result from the interview, he or she has the right to a union representative upon request. However, there is no entitlement to union representation if the stated intent is not to take disciplinary action as a result of information gained in this meeting.

<b>Examples of Manager - Employee Meeting</b>	<b>Employee Entitled To Union Representation</b>
Employee orientation on Company policies and/or workgroup standards.	No

<b>Examples of Manager - Employee Meeting</b>	<b>Employee Entitled To Union Representation</b>
Performance review - employee meeting standards, with no supervisory reference made to OEPP disciplinary action.	No
Performance review - employee meeting standards, possible OEPP disciplinary action discussed, no documentation recorded in personnel file and the discussion will not be relied upon should disciplinary action become an issue in the future.	No
Performance review - employee meeting standards, possible OEPP disciplinary action discussed, documentation is recorded in personnel file.	Yes
Performance review - employee not meeting standards, OEPP disciplinary action discussed or applied, documentation is recorded in personnel file.	Yes
Discussion with employee to advise that, based on an alleged violation of Company policy, he or she is being sent home, suspended without pay, pending further investigation.	Yes

The OEPP is a Company policy, and like others should be covered with all employees annually. This coverage is the Orientation phase of the OEPP. Therefore, it meets the just cause criteria that employees know the consequences of poor performance. This coverage is not a disciplinary action and does not require application of Article 17 of the contract. It is an informational coverage with no current negative consequences for an individual employee.

Developmental plans are appropriate for all employees to ensure continuous improvement. Discussions about these plans are not considered disciplinary. Therefore, union representation is not an entitlement in these sessions as long as management does not refer to potential, future disciplinary action.

Corrective action plans are developed when employees become unsatisfactory, and discipline is administered in accordance with the OEPP.

Sincerely,



Karen L. Graves  
Director  
Labor Relations



Concurred:  
John R. Thompson  
Administrative Assistant to the  
Vice President  
Communications Workers of America

## ADDENDUM 4

### FAMILY ISSUES

#### LEAVES OF ABSENCE

##### **Section A4.1 CARE OF NEWBORN, ADOPTED, OR FOSTER CHILD LEAVE**

The leave for care of a newborn, adopted, or foster child is without pay and shall, with required approval, be for a period of up to one (1) year inclusive of the disability period, if applicable. The leave will be granted for an initial period of six (6) months, but may extend up to one (1) year from the birth, adoption, or placement of a foster child/children. When determining the period of leave to be granted, the Company will take into consideration the desires of the employee and the needs of the business.

While on leave, benefit coverage for eligible employees shall, to the extent provided to active employees, be as follows:

**Death Benefit** - Company pays for the period of the leave (up to one (1) year).

**Basic Group Life Insurance** - Company pays premium for the period of the leave (up to one (1) year).

**Health Care Plan** - Company paid coverage continues for the duration of the leave on the same basis as for the employee's active employment.

**Dental** - Company pays for the first six (6) months. Employee covers the balance.

**Supplementary Group Life Insurance and Dependent Group Life Insurance** - Employee covers the cost of the premium.

**Disability Plan** - Available after the leave if the employee is disabled at the end of the leave.

**Service Credit** - Upon reinstatement at expiration of the leave, the employee will be granted service credit for the entire period of the leave.

Employees who are granted a Leave of Absence for the Care of Newborn Children (CNC) will be entitled to guaranteed reinstatement to one of the following:

- (a) If the employee is granted a leave of absence and returns within six (6) months from the end of the disability period, if applicable, the employee will be placed in the same job.

- (b) If the employee is granted a leave of absence and returns between six (6) months from the end of the disability period, if applicable, and twelve (12) months from the date of birth, adoption, or placement of a foster child/children the employee will be placed in a position of like status and pay.
- (c) During the first six (6) months of the CNC leave of absence the employee may return to her/his position on a part-time basis upon mutual agreement of the employee and the immediate supervisor. By mutual agreement of the immediate supervisor and the employee, this part-time work may be extended for a period up to one (1) year from the date of birth, adoption, or placement of a foster child/children.

## **Section A4.2 FAMILY CARE LEAVE**

Family Care Leave(s) will be administered as follows:

The Family Care Leave is without pay and shall, with required approval, be for a total period of up to twelve (12) months within a two (2) year period. The employee shall be guaranteed reinstatement at the end of each segment of the leave.

The purpose of the leave shall be to care for a seriously ill family member.

For purposes of this leave, "family member" shall mean:

Spouse or other individual living in the same household and dependent upon employee.

Biological or adopted unmarried child under nineteen (19) years of age (or age twenty-three (23) if a full-time student) or an unmarried child of any age who is incapable of self-support; or physically or mentally handicapped and fully dependent on the employee.

Biological or adoptive parent or parent-in-law; grandparent or grandparent-in-law.

The employee shall be required to present evidence of serious illness of a family member and the expected duration of the illness and the reason for the employee's involvement, to the satisfaction of the Company.

While on leave, benefit coverage for eligible employees shall, to the extent provided to active employees, be as follows:

**Death Benefit** - Company pays for the period of the leave (up to one (1) year).



**Basic Group Life Insurance** - Company pays premium for the period of the leave (up to one (1) year).

**Health Care Plan**- Company paid coverage continues for the duration of the leave on the same basis as for the employee's active employment.

**Supplementary Group Life Insurance and Dependent Group Life Insurance** - Employee covers the cost of the premium.

**Disability Plan** - Available after the leave if the employee is disabled at the end of the leave.

**Service Credit** - Upon reinstatement at expiration of the leave, the employee will be granted service credit for the entire period of the leave.

### **Section A4.3 CHILD / ELDER CARE RESOURCE AND REFERRAL**

The services of a national community based Child Care and Elder Care Resource and Referral Service will continue to be engaged by the Company to help employees locate, evaluate, and manage quality child care and elder care services. This service will be provided by a professional organization charged with the responsibility of locating existing services, provide consultative services, distribute appropriate educational materials, provide on-site educational workshops, audio tapes, or video tapes of educational workshops and where necessary engage in community resource development which will increase the quantity and enhance the quality of care.

The Company will pay the cost associated with contracting for, managing and operating the Child and Elder Care Resource and Referral Service. The selection of the national vendor will be the sole responsibility of the Company. The selection of the provider and associated costs for the services of the provider will be the sole responsibility of the employee.

This service will be renewed effective with the date of this Agreement for all Regular employees.

#### **Section A4.4      ADOPTION ASSISTANCE**

Documented adoption expenses incurred on or after January 1, 1996, by Regular employees will be eligible for reimbursement up to a maximum of two thousand five hundred dollars (\$2,500) for expenses associated with the legal adoption of each minor child (under eighteen (18) years of age). When two (2) or more children are adopted at the same time (as in the case of twins or siblings), documented adoption expenses will be reimbursed per child, not per adoption transaction. Only one (1) parent is eligible to receive reimbursement even if both parents are employed by CenturyLink. The parent employee that applies for adoption assistance may not transfer this to the other parent employee. If a change in employment status alters the eligibility of the initial applicant, a new application can be submitted by the other parent employee, but in no event may the total reimbursement exceed two thousand five hundred dollars (\$2,500) per adoption, per family.

The employee may be eligible for an additional one thousand dollars (\$1,000) when adopting a special needs child. A uniform definition of "special needs" will be determined and approved by the Company. (States usually provide financial assistance for the adoption of a "special needs" child. This one thousand dollars (\$1,000) will be made available to the employee only if not reimbursed by the state).

The following additional conditions shall apply to adoption expense reimbursements:

- (a) Documentation submitted must include original receipts.
- (b) Expenses must not otherwise be reimbursed or covered under other CenturyLink plans or programs or under the plans or programs of the non-CenturyLink parent's employer.
- (c) Expenses must be directly connected to the adoption process. This includes agency fees, court costs, and necessary medical and legal fees, but excludes all travel and travel expenses for anyone associated with the adoption, including, but not limited to, the child, adoptive parents, biological parents, and appointed guardians. Health care expenses for the biological mother are not included. Expenses for the adoption of stepchildren are included, but not the legal fees associated with determining the custodial parent.
- (d) The employee must be an active Regular employee both at the time the child is placed in the employee's home for the purpose of adoption (or, if the child is already in the home for other purposes, at the time expenses directly connected to the adoption process are first incurred) and at the time the adoption becomes legally final. Only expenses incurred while the employee is an active, Regular Qwest employee will be eligible for reimbursement. For purposes of this paragraph, an employee will continue to be considered as in

active status while on an approved leave of absence for the care of a newborn, adopted, or foster child, family care, disability, anticipated disability, or education, or an approved personal leave or leave pending placement.

- (e) The child(ren) must be placed in the employee's home for adoption on or after January 1, 1996 (or, if already in the home prior to that date for other purposes, the first expenses directly connected to the adoption process must be incurred on or after January 1, 1996).

Eligible expenses will be reimbursed at the time the adoption becomes legally final, except with respect to employees on a leave of absence as described above, in which case reimbursement shall occur upon reinstatement to active, Regular employment. The amount reimbursed will constitute taxable income and be subject to withholding obligations.

#### **Section A4.5 FAMILY AND WORK DEVELOPMENT FUND**

During 1995 Bargaining, the Company agreed to create a Family and Work Development Fund. Effective January 1, 2013, the Company will bring the balance of funds available for calendar year 2013 to one hundred thousand dollars (\$100,000.00); and effective January 1, 2014, the Company will bring the balance of funds available for calendar year 2014 to one hundred thousand dollars (\$100,000.00); and effective January 1, 2015, the Company will bring the balance of funds available for calendar year 2015 to one hundred thousand dollars (\$100,000); and effective January 1, 2016, the Company will bring the balance of funds available for calendar year 2016; and effective January 1, 2017, the Company will bring the balance of funds available to calendar year 2017 to one hundred thousand dollars (\$100,00.00) for the purpose of funding family care programs to address the evolving needs of employees represented by the Communications Workers of America (CWA) and the International Brotherhood of Electrical Workers (IBEW) throughout the fourteen (14) state region for the Company. These funds will be made available to fund activities approved by a joint Company/Union board (the Family and Work Development Board) which shall be composed of one (1) member each from both the CWA and the IBEW and two (2) members designated by the Company, and which shall operate within the following guidelines.

The Family and Work Development Board shall be charged with the following duties:

- (a) Develop a mission statement that will focus the direction of all joint efforts in the area of family and work.
- (b) Establish a system for soliciting or otherwise identifying new or expanded initiatives in the area of child, disabled adult, and elder care services that will enhance the quality of the supply of these services and/or increase the quantity of community options through which these services are available (the "Service Initiatives") for represented

employees. Service Initiatives may include, for example, training of care providers, start-up loans for emergency and back-up care centers, planning grants to community agencies, and matching funds for federal or state grants to non-profit organizations that foster family care programs.

- (c) Review, approve, or reject all requests for funding of Service Initiatives impacting the communities where represented employees live or work.
- (d) Recommend long-range plans for family and work issues as well as strategies for introduction and integration of such plans into Company policies and practices.
- (e) Review the activities of the various groups and organizations dealing with family and work issues throughout the Company.
- (f) Assume responsibility for exchanging information among interested parties within the Company and for gathering information on the trends in American industries regarding child, disabled adult, and elder care.

The Family and Work Development Board will not have the authority to alter the terms and conditions of existing Collective Bargaining Agreements between the Company and either the CWA or IBEW, or any locals thereof.

## ADDENDUM 5

### TITLES

<b>JOB TITLE</b>	<b>SCALE</b>
ADMINISTRATIVE ATTENDANT	F
ADMINISTRATIVE DESIGNER	C
ADMINISTRATIVE REPORTS CLERK	7
ADMINISTRATIVE REPRESENTATIVE	C
ADMINISTRATIVE SPECIALIST	B
ADMINISTRATIVE TECHNICIAN	C
ANALYSIS CLERK	3
ANALYTICAL ASSISTANT	4
ANALYTICAL ASSOCIATE	5
ANTENNA TECHNICIAN	<u>1</u>
ASSIGNMENT CONSULTANT	2
ASSISTANT TECHNICIAN	4
ASSOCIATE BUYER	B
AUTOMATED SYSTEMS SPECIALIST	A
BROADBAND TECHNICIAN	2
BUILDING SPECIALIST	A
BUILDING TECHNICIAN	C
CAPACITY PROVISIONING SPECIALIST	4
CENTRAL OFFICE TECHNICIAN	1
CENTER SALES AND SERVICE ASSOCIATE	*
CENTER SALES ASSOCIATE	*
CENTER SALES SUPPORT CONSULTANT	M
COE INSTALLATION TECHNICIAN	2
COMPLEX TRANSLATION TECHNICIAN	1
COMPUTER OPERATOR	4
COMPUTER SPECIALIST	1
CREDIT CONSULTANT <sup>1</sup>	M
CREDIT CONSULTANT <sup>2</sup>	<u>MM</u>
CUSTOMER CARE SPECIALIST	<u>10A</u>
CUSTOMER COMMUNICATIONS TECHNICIAN	1
CUSTOMER DATA TECHNICIAN	1
CUSTOMER PREMISES EQUIPMENT TECHNICIAN	1
CUSTOMER RELATIONS SPECIALIST	M
CUSTOMER REPRESENTATIVE	C
CUSTOMER SERVICE CONSULTANT	7
CUSTOMER SERVICE SPECIALIST	T
DATA ADMINISTRATOR	9
DATA APPLICATIONS ORDER SPECIALIST	4
DATA SPECIALIST	8
DISPATCH SPECIALIST	<u>10B</u>
ENGINEERING SPECIALIST	1

<b>JOB TITLE</b>	<b>SCALE</b>
EQUIPMENT SPECIALIST	B
FACILITIES ASSIGNMENT CLERK	6
FACILITIES SPECIALIST	2
FLEET SPECIALIST	A
FLEET TECHNICIAN	B
FRAME ATTENDANT	4
HEALTH BENEFITS COORDINATOR	1
INFORMATION SPECIALIST	7
INVENTORY SPECIALIST	<u>2</u>
INVESTMENT SPECIALIST	5
LOAD SPECIALIST	5
NETWORK TECHNICIAN	2
OFFICE CLERICAL ASSISTANT	11
OPERATIONS ATTENDANT	F
OPERATIONS CLERK	7
OPERATIONS TECHNICIAN	C
ORDER SPECIALIST	7
PREMISE TECHNICIAN	8A
REPAIR SERVICE ATTENDANT	11
REPAIR TECHNICIAN	8
SALES CONSULTANT	*
SALES AND SERVICE CONSULTANT	M
SALES SUPPORT SPECIALIST	6
SCHEDULE CLERK	4
SCREENING ATTENDANT	<u>5</u>
SCREENING CONSULTANT	4
SECURITY ASSISTANT	5
SENIOR DATA ADMINISTRATOR	7
SERVICE ASSURANCE TECHNICIAN	1
SERVICE COORDINATOR	4
SERVICE DELIVERY COORDINATOR	4
SERVICE ORDER ADMINISTRATOR	6
SERVICE ORDER CLERK	8
SERVICE REPRESENTATIVE	M
SUPPLY ATTENDANT	4
SWITCH CONSULTANT	4
TECHNICAL ASSISTANT	4
TECHNICAL CLERK	6
TECHNICAL CONSULTANT	4
TECHNOLOGIES DATA ANALYST	5
TECHNOLOGIES MAINTENANCE TECHNICIAN	1
TECHNOLOGIES REPRESENTATIVE	4

\* SEE SALES INCENTIVE COMPENSATION PLAN  
APPLICABLE TO THE JOB TITLE

CREDIT CONSULTANT<sup>1</sup> - Business Service Delivery Operations  
CREDIT CONSULTANT<sup>2</sup> - Consumer and Small Business

## ADDENDUM 6

### REASONABLE COMMUTING AREAS (RCA) WAGE ZONES

#### ARIZONA

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 1	Benson	20
	Wilcox	20
RCA No. 2	Bisbee	20
	Douglas	20
RCA No. 3	Coolidge	20
	Arizona City	20
	Casa Grande	20
	Maricopa	20
RCA No. 4	Cottonwood	20
	Sedona	20
	Camp Verde	20
RCA No. 5	Flagstaff	20
	Ash Fork	20
	Williams	20
RCA No. 6	Globe	20
	Hayden	20
	Kearney	20
	Superior	20
RCA No. 7	Grand Canyon	20
RCA No. 8	Page	20
RCA No. 9	Payson	20
RCA No. 10	Phoenix	20
	Anthem	20
	Apache Junction	20
	Avondale	20
	Black Canyon City	20
	Buckeye	20
	Cave Creek	20
	Chandler	20
	Florence	20
	Fountain Hills	20
	Gilbert	20
Glendale	20	

**ARIZONA (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 10 (cont'd)	Goodyear	20
	Higley	20
	Laveen	20
	Litchfield Park	20
	Mesa	20
	New River	20
	Peoria	20
	Queen Creek	20
	Scottsdale	20
	Surprise	20
	Tempe	20
	Tolleson	20
	Wintersburg	20
Youngtown	20	
RCA No. 11	Prescott	20
	Chino Valley	20
	<u>Dewey</u>	<u>20</u>
	Prescott Valley	20
	Yarnell	20
RCA No. 12	Safford	20
RCA No. 13	Sierra Vista	20
	Nogales	20
RCA No. 14	Tucson	20
	Catalina	20
	Green Valley	20
	Marana	20
	<u>Oracle</u>	<u>20</u>
	Sahuarita	20
San Manuel	20	
RCA No. 15	Wickenburg	20
RCA No. 16	Winslow	20
RCA No. 17	Yuma	20
	Somerton	20



## COLORADO

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 18	Alamosa	20
	Monte Vista	20
RCA No. 19	Aspen	20
RCA No. 20	Boulder	20
	Fort Lupton	20
	Lafayette	20
	Longmont	20
RCA No. 21	Colorado Springs	20
	Canon City	20
	Monument	20
	Security	20
	Woodland Park	20
RCA No. 22	Cortez	20
RCA No. 23	Craig	20
RCA No. 24	Crested Butte	20
RCA No. 25	Denver	20
	Arvada	20
	Aurora	20
	Bailey	20
	Brighton	20
	Broomfield	20
	Castle Rock	20
	Centennial	20
	Commerce City	20
	Elizabeth	20
	Englewood	20
	Evergreen	20
	Glendale	20
	Golden	20
	Greenwood Village	20
	Highlands Ranch	20
	Lakewood	20
	Littleton	20
	Lonetree	20
	Morrison	20
	Parker	20
	Pine	20
	Thornton	20
	Westminster	20
	Wheatridge	20

**COLORADO (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 26	Durango	20
RCA No. 27	Estes Park	20
RCA No. 28	Fairplay	20
RCA No. 29	Fort Collins	20
	Greeley	20
RCA No. 30	Fort Morgan	20
RCA No. 31	Glenwood Springs	20
	Rifle	20
RCA No. 32	Granby	20
RCA No. 33	Grand Junction	20
RCA No. 34	Gunnison	20
RCA No. 35	Idaho Springs	20
RCA No. 36	Leadville	20
RCA No. 37	Limon	20
	El Paso	20
RCA No. 38	Loveland	20
RCA No. 39	Meeker	20
RCA No. 40	Montrose	20
RCA No. 41	Pueblo	20
RCA No. 42	Ridgway	20
RCA No. 43	Salida	20
	Buena Vista	20
RCA No. 44	Silverthorne	20
	Avon	20
	Breckenridge	20
	Dillon	20
	Dumont	20
	Vail	20
RCA No. 45	Steamboat Springs	20

**COLORADO (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 46	Sterling	20
RCA No. 47	Telluride	20
RCA No. 48	Trinidad	20
	Walsenburg	20

**IDAHO**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 49	Boise	20
	Caldwell	20
	Eagle	20
	Emmett	20
	Kuna	20
	Meridian	20
	Nampa	20
	<u>Star</u>	<u>20</u>
RCA No. 50	Grangeville	20
RCA No. 51	Idaho Falls	20
	Rexburg	20
	Rigby	20
RCA No. 52	Kamiah	20
RCA No. 53	Ketchum	20
	Hailey	20
RCA No. 54	Lewiston	20
	Clarkston, WA	20
RCA No. 55	Montpelier	20
	Preston	20
	Soda Springs	20
RCA No. 56	Mountain Home	20
	<u>Grand View</u>	<u>20</u>
RCA No. 57	Payette	20
	<u>Ontario, OR</u>	<u>20</u>
RCA No. 58	Pocatello	20
	Blackfoot	20
	Chubbuck	20
	Lava Hot Springs	20
	McCammon	20
<u>RCA No. 221</u>	<u>Salmon</u>	<u>20</u>
RCA No. 59	Twin Falls	20
	Burley	20
	Jerome	20

**IOWA**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 60	Algona	20
	Humboldt	20
RCA No. 61	Burlington	20
	Fort Madison	20
	Keokuk	20
RCA No. 62	Carroll	20
	Atlantic	20
RCA No. 63	Cedar Rapids	20
	Anamosa	20
	Coralville	20
	Iowa City	20
	Marion	20
	Monticello	20
	Mt. Vernon	20
RCA No. 64	Council Bluffs	20
	Glenwood	20
	Missouri Valley	20
RCA No. 65	Davenport	20
	Bettendorf	20
	Camanche	20
	Clinton	20
	Maquoketa	20
	Muscatine	20
RCA No. 66	Decorah	20
	Calmer	20
	Waukon	20
	West Union	20
RCA No. 67	Des Moines	20
	Adel	20
	Altoona	20
	Ames	20
	Ankeny	20
	Boone	20
	<u>Colfax</u>	<u>20</u>
	Earlham	20
	Indianola	20
	Perry	20
	Stuart	20
	Waukee	20
	West Des Moines	20
	Winterset	20

**IOWA (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 68	Dubuque	20
RCA No. 69	Marshalltown	20
	Iowa Falls	20
RCA No. 70	Mason City	20
	Charles City	20
	Garner	20
	Hampton	20
RCA No. 71	Ottumwa	20
	Oskaloosa	20
RCA No. 72	Sheldon	20
RCA No. 73	Shenandoah	20
	Red Oak	20
RCA No. 74	Sioux City	20
	Cherokee	20
	Correctionville	20
	Onawa	20
	South Sioux City, NE	20
RCA No. 75	Spencer	20
	Estherville	20
	Milford	20
	Spirit Lake	20
RCA No.76	Storm Lake	20
	Pocahontas	20
RCA No. 77	Waterloo	20
	Cedar Falls	20
	Independence	20
	Manchester	20
	Oelwein	20
	Waverly	20
RCA No. 78	Webster City	20
	Clarion	20
	Eagle Grove	20

## MINNESOTA

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 79	Austin	20
	Albert Lea	20
RCA No. 80	Bemidji	20
RCA No. 81	Brainerd	20
RCA No. 82	Cambridge	20
	Isanti	20
	Mora	20
	North Branch	20
	Pine City	20
	Princeton	20
RCA No. 83	Detroit Lakes	20
	Park Rapids	20
RCA No. 84	Duluth	20
	Cloquet	20
RCA No. 85	Fergus Falls	20
	Wadena	20
RCA No. 86	Grand Marais	20
	Finland	20
	Silver Bay	20
RCA No. 87	Hibbing	20
	Grand Rapids	20
RCA No. 88	Luverne	20
	Pipestone	20
RCA No. 89	Marshall	20
	Redwood Falls	20
	Tracy	20
RCA No. 90	Minneapolis	20
	Anoka	20
	Blaine	20
	Bloomington	20
	Brooklyn Center	20
	Buffalo	20
	Burnsville	20
	Coon Rapids	20
	Crystal	20
	Eden Prairie	20

**MINNESOTA (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 90 (cont'd)	Edina	20
	Elk River	20
	Excelsior	20
	Fridley	20
	Golden Valley	20
	Hamel	20
	Hopkins	20
	Minnetonka	20
	Plymouth	20
	<u>Ramsey</u>	<u>20</u>
	Richfield	20
	Rockford	20
	Shakopee	20
	Soderville	20
	Spring Lake Park	20
Wayzata	20	
RCA No. 91	Morris	20
	Appleton	20
	Ortonville	20
RCA No. 92	Owatonna	20
	Faribault	20
	Northfield	20
	Waseca	20
RCA No. 93	Rochester	20
	Chatfield	20
	Red Wing	20
	St. Charles	20
	Stewartville	20
RCA No. 94	St. Cloud	20
	Glenwood	20
	Little Falls	20
	Sauk Centre	20
RCA No. 95	St. Paul	20
	Arden Hills	20
	Cottage Grove	20
	Eagan	20
	Forest Lake	20
	Maplewood	20
	New Brighton	20
	North St. Paul	20
	Oakdale	20
	Roseville	20
	Shoreview	20
Stillwater	20	



**MINNESOTA (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 95 (cont'd)	West St. Paul	20
	White Bear Lake	20
	Woodbury	20
RCA No. 96	St. Peter	20
	Gaylord	20
	Le Sueur	20
RCA No. 97	Thief River Falls	20
	Crookston	20
RCA No. 98	Virginia	20
	Cook	20
<u>RCA No.252</u>	<u>Warroad</u>	<u>20</u>
	<u>Baudette</u>	<u>20</u>
	<u>Roseau</u>	<u>20</u>
RCA No. 99	Willmar	20
	Litchfield	20
	Montevideo	20
	Olivia	20
RCA No. 100	Windom	20
RCA No. 101	Winona	20
	Caledonia	20
	Wabasha	20

## NEBRASKA

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 104	Alliance	20
	Bridgeport	20
RCA No. 105	Broken Bow	20
RCA No.106	Chadron	20
RCA No. 107	Crawford	20
RCA No. 108	Fremont	20
	Lyons	20
	Tekamah	20
	West Point	20
RCA No. 109	Fullerton	20
RCA No. 110	Grand Island	20
	Central City	20
	St. Paul	20
RCA No.111	Holdrege	20
	Minden	20
RCA No. 112	Lexington	20
	Gothenburg	20
RCA No. 113	McCook	20
RCA No. 114	Norfolk	20
	Clarkson	20
	Wayne	20
RCA No. 115	North Platte	20
RCA No. 116	Omaha	20
	Bellevue	20
	Elkhorn	20
	La Vista	20
RCA No. 117	O'Neill	20
RCA No. 118	Schuyler	20
RCA No. 119	Sidney	20
	Ogallala	20

**NEBRASKA (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 120	Valentine	20
	Ainsworth	20

**South Sioux City, NE can be found in RCA No. 74 (Sioux City, IA)**

## NEW MEXICO

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 121	Alamogordo	20
RCA No. 122	Albuquerque	20
	Bernalillo	20
	Edgewood	20
	Rio Rancho	20
	Tijeras	20
RCA No. 123	Belen	20
	Los Lunas	20
RCA No. 124	Clovis	20
	Portales	20
RCA No. 125	Deming	20
RCA No. 126	Farmington	20
RCA No. 127	Gallup	20
RCA No. 128	Grants	20
RCA No. 129	Las Cruces	20
	Anthony	20
RCA No. 130	Las Vegas	20
RCA No. 131	Raton	20
	Springer	20
RCA No. 132	Roswell	20
	Artesia	20
RCA No. 133	Santa Fe	20
	Los Alamos	20
RCA No. 134	Silver City	20
RCA No. 135	Socorro	20
RCA No. 136	Taos	20
RCA No. 137	Tucumcari	20

**NORTH DAKOTA**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 138	Bismarck	20
	Mandan	20
RCA No. 139	Dickinson	20
RCA No. 140	Fargo	20
	Casselton	20
	West Fargo	20
RCA No. 141	Hillsboro	20
	Mayville	20
RCA No. 142	Grafton	20
RCA No. 143	Grand Forks	20
RCA No. 144	Jamestown	20
	Valley City	20
RCA No. 146	Wahpeton	20

**OREGON**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 148	Astoria	20
	Seaside	20
RCA No. 149	Baker City	20
RCA No. 150	Bend	20
	La Pine	20
	Madras	20
	Prineville	20
	Redmond	20
	Sisters	20
RCA No. 151	Corvallis	20
	Albany	20
RCA No. 152	Eugene	20
	Cottage Grove	20
	Oakridge	20
	Springfield	20
	Veneta	20
RCA No. 153	Florence	20
RCA No. 154	Klamath Falls	20
RCA No. 155	Medford	20
	<u>Ashland</u>	<u>20</u>
	Grants Pass	20
RCA No. 156	Newport	20
RCA No. 157	Pendleton	20
	Hermiston	20
	Milton-Freewater	20
RCA No.158	Portland	20
	Battleground, WA	20
	Lake Oswego	20
	Milwaukie	20
	<u>North Plains</u>	<u>20</u>
	Oregon City	20
	St. Helens	20
	<u>Tigard</u>	<u>20</u>
	Vancouver, WA	20
RCA No. 159	Roseburg	20
RCA No. 160	Salem	20
	Dallas	20

**OREGON (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 160	Independence	20
(cont'd)	Keizer	20
	Woodburn	20

## SOUTH DAKOTA

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 161	Aberdeen	20
	Glenham	20
	Redfield	20
RCA No. 162	Chamberlain	20
RCA No. 163	Deadwood	20
	Belle Fourche	20
	Spearfish	20
	Sturgis	20
RCA No. 164	Huron	20
	Miller	20
RCA No.165	Madison	20
	Arlington	20
	Colman	20
	Flandreau	20
RCA No. 166	Milbank	20
RCA No. 167	Mitchell	20
RCA No. 168	Pierre	20
RCA No. 169	Rapid City	20
RCA No. 170	Sioux Falls	20
	Canton	20
RCA No. 251	Timber Lake	20
RCA No. 171	Watertown	20
RCA No. 172	Yankton	20
	Elk Point	20
	Vermillion	20



**UTAH**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 173	Cedar City	20
RCA No. 174	Logan	20
	Brigham City	20
RCA No. 175	Ogden	20
	Clearfield	20
	Layton	20
RCA No. 176	Park City	20
	Heber City	20
RCA No. 178	Provo	20
	American Fork	20
	Lehi	20
	Orem	20
	Pleasant Grove	20
	Santaquin	20
	Spanish Fork	20
	Springville	20
RCA No. 179	Richfield	20
RCA No. 180	Salt Lake City	20
	Bountiful	20
	Draper	20
	Holladay	20
	Kearns	20
	Magna	20
	Midvale	20
	Murray	20
	North Salt Lake City	20
	Riverton	20
	Sandy	20
	Tooele	20
	West Valley City	20
RCA No. 181	St. George	20
	Hurricane	20

## WASHINGTON

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 183	Aberdeen	20
RCA No. 184	Renton	10
	Auburn	10
	Bellevue	10
	<u>Buckley</u>	<u>10</u>
	Enumclaw	10
	<u>Federal Way</u> <sup>1</sup>	<u>10</u>
	Issaquah	10
	Kent	10
	Maple Valley	10
	Tukwila	10
RCA No. 185	Bellingham	20
RCA No. 186	Bremerton	20
	Bainbridge Island	20
	Belfair	20
	Pt. Orchard	20
	Silverdale	20
	Winslow	20
RCA No. 220	Cle Elum	20
RCA No. 187	Colfax	20
RCA No. 188	Colville	20
RCA No. 189	Coulee Dam	20
RCA No. 190	Dayton	20
RCA No. 191	Longview	20
RCA No. 192	Moses Lake	20
	Ephrata	20
RCA No. 193	Olympia	20
	Centralia	20
	Chahalis	20
	Lacey	20
	Shelton	20
RCA No. 194	Omak	20
RCA No. 195	Othello	20
	Hatton	20

**WASHINGTON (continued)**

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 196	Pasco	20
	Kennewick	20
RCA No. 197	Port Angeles	20
	Sequim	20
RCA No. 198	Port Townsend	20
	Port Ludlow	20
RCA No. 199	Seattle	10
	Burien	10
	Des Moines	10
	Mercer Island	10
RCA No. 200	Spokane	20
	Deer Park	20
	Spokane Valley	20
	Veradale	20
RCA No. 201	Tacoma	10
	Bonney Lake	10
	<u>Federal Way<sup>2</sup></u>	<u>10</u>
	Fife	10
	Fort Lewis	10
	Lakewood	10
	Puyallup	10
	Spanaway	10
	Sumner	10
	<u>University Place</u>	<u>10</u>
RCA No. 202	Walla Walla	20
RCA No. 203	Yakima	20
	Union Gap	20

**Battleground, WA can be found in RCA No. 158 (Portland, OR)**  
**Clarkston, WA can be found in RCA No. 54 (Lewiston, ID)**  
**Vancouver, WA can be found in RCA No. 158 (Portland, OR)**  
**Federal Way<sup>1</sup> (1900 South 288th, Federal Way, Renton WA)**  
**Federal Way<sup>2</sup> (35520 1st Avenue South, Tacoma, WA)**

## WYOMING

<b>RCA No.</b>	<b>CITY/TOWN</b>	<b>WAGE ZONE</b>
RCA No. 219	Afton	20
RCA No. 204	Casper	20
	Douglas	20
RCA No. 205	Cheyenne	20
RCA No. 206	Evanston	20
RCA No. 207	Gillette	20
	Wright	20
RCA No. 208	Jackson	20
RCA No. 209	Kemmerer	20
RCA No. 210	Laramie	20
RCA No. 211	Lusk	20
RCA No. 218	Mammoth	20
RCA No. 212	Powell	20
	Cody	20
RCA No. 213	Rawlins	20
RCA No. 214	Riverton	20
	Lander	20
RCA No. 215	Rock Springs	20
RCA No. 216	Sheridan	20
	Buffalo	20
RCA No. 217	Wheatland	20

## ADDENDUM 7

### WAGES

#### **Section A7.1 Lump Sum Payments and General Wage Increase 2012 - 2016**

Except as otherwise provided in any compensation plan or written agreement between the Company and Union, the following Lump Sum Payments and increases to basic wage scales and schedules shall occur during the term of this Agreement:

1. Annual Lump Sum Payments:

- (a) Active Employees, who are on the Company's payroll as of the date of payout, will receive a Lump Sum Payment, as shown below, paid one-time on the first payroll period of each year following the anniversary dates of this Agreement, as shown below. The Lump Sum Payment will be calculated using the employee's basic wage rate as established on the last day preceding the Agreement's anniversary date identified herein. Lump Sum Payments will be subject to Federal, State and Local taxes and other legally required withholdings, using the IRS tax withholding rate applicable for lump sum payments. Part-Time and Incidental employees shall receive a prorated lump sum amount based on their EWW as of the effective date of such payment.
- i. Effective October 6, 2013 – 2.0% annual Lump Sum Payment.
  - ii. Effective October 5, 2014 – 2.5% annual Lump Sum Payment.
  - iii. Effective October 4, 2015 – 2.0% annual Lump Sum Payment.
  - iv. Effective October 2, 2016 – 2.0% annual Lump Sum Payment.

There shall be no payment or proration of any Lump Sum Payment for employees who: (a) are Inactive; (b) on Leave of Absence (excluding Short Term Disability and Military Leave of Absence); or (c) leave the employment of the Company regardless of the reason prior to the last day of the payout.

2. General Base Wage Increase:

- (a) Effective October 4, 2015, the weekly base wage in each progression step of each wage scale and wage schedule in this Addendum shall be increased by 1.0%, rounded up or down to the nearest nickel (\$0.05).

- (b) Effective October 2, 2016, the weekly base wage in each progression step of each wage scale and wage schedule in this Addendum shall be increased by 1.0%, rounded up or down to the nearest nickel (\$0.05).
- (c) Addendum 11 – Section 1: Effective October 4, 2015, the Annual Base Wage table in each level shall be increased by 1.0% and rounded up or down to the nearest dollar (\$1.00). Addendum 11 – Section 2: Effective October 4, 2015, the weekly base wage tables in each progression step shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (d) Addendum 11 – Section 1: Effective October 2, 2016, the Annual Base Wage table in each level shall be increased by 1.0% and rounded up or down to the nearest dollar (\$1.00). Addendum 11 – Section 2: Effective October 2, 2016, the weekly base wage tables in each progression step shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (e) Addendum 12 – Section 1: Effective October 4, 2015, the Annual Base Wage table in each level shall be increased by 1.0% and rounded up or down to the nearest dollar (\$1.00). Addendum 12 – Section 2: Effective October 4, 2015, the weekly base wage tables in each progression step shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (f) Addendum 12 – Section 1: Effective October 2, 2016, the Annual Base Wage table in each level shall be increased by 1.0% and rounded up or down to the nearest dollar (\$1.00). Addendum 12 – Section 2: Effective October 2, 2016, the weekly base wage tables in each progression step shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (g) Addendum 13 – Effective October 4, 2015, the weekly base wage tables in each progression step of Addendum 13 shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (h) Addendum 13 – Effective October 2, 2016, the weekly base wage tables in each progression step of Addendum 13 shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (i) Addendum 14 – Effective October 4, 2015, the Annual Base Wage table in each level shall be increased by 1.0% and rounded up or down to the nearest dollar (\$1.00).
- (j) Addendum 14 – Effective October 2, 2016, the Annual Base Wage table in each level shall be increased by 1.0% and rounded up or down to the nearest dollar (\$1.00).
- (k) Addendum 15 – Effective October 4, 2015, the weekly base wage tables in each progression step of Addendum 15 shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).
- (l) Addendum 15 – Effective October 2, 2016, the weekly base wage tables in each progression step of Addendum 15 shall be increased by 1.0% and rounded up or down to the nearest nickel (\$0.05).

3. Other Provisions:

- (a) The existing base wage in each progression step of Wage Scale 10, Wage Schedule D, Wage Schedule E, Wage Schedule F, and Wage Scale SS, effective October 2, 2011, as shown in Addendums 7 and 13, respectively, shall remain the same for the term of the 2012 Agreement. The Company shall date these five (5) wage tables with the effective date of the 2012 Agreement.
- (b) Employees who are in job titles of: Premise Technician (Wage Scale 8A); Dispatch Specialist (Wage Scale 10B); Customer Care Specialist (Wage Scale 10A); and Repair Service Attendant (Wage Scale 11), shall be ineligible for Lump Sum Payments until October 5, 2014.

## WAGES

Base wages shall be as follows for the term of this Agreement:

### SCALE 1

**Title List:** Antenna Technician, Central Office Technician, Complex Translation Technician, Computer Specialist, Customer Communications Technician, Customer Data Technician, Customer Premises Equipment Technician, Engineering Specialist, Health Benefits Coordinator, Service Assurance Technician, Technologies Maintenance Technician

	<b>Zone 10</b>	<b>Zone 20</b>
<b>Pension Band:</b>	121	121

#### Effective 10/07/2012

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$465.00	\$457.00
6	\$514.00	\$506.50
12	\$568.50	\$560.50
18	\$629.00	\$619.50
24	\$695.50	\$686.00
30	\$769.50	\$759.00
36	\$851.00	\$840.00
42	\$941.50	\$930.00
48	\$1,041.00	\$1,030.00
54	\$1,151.50	\$1,139.00
60	\$1,273.00	\$1,261.00

#### Effective 10/04/2015

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$469.65	\$461.55
6	\$519.15	\$511.55
12	\$574.20	\$566.10
18	\$635.30	\$625.70
24	\$702.45	\$692.85
30	\$777.20	\$766.60
36	\$859.50	\$848.40
42	\$950.90	\$939.30
48	\$1,051.40	\$1,040.30
54	\$1,163.00	\$1,150.40
60	\$1,285.75	\$1,273.60



**SCALE 1 (continued)**

**Title List:** Antenna Technician , Central Office Technician, Complex Translation Technician, Computer Specialist, Customer Communications Technician, Customer Data Technician, Customer Premises Equipment Technician, Engineering Specialist, Health Benefits Coordinator, Service Assurance Technician, Technologies Maintenance Technician

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$474.35	\$466.20
6	\$524.35	\$516.70
12	\$579.95	\$571.75
18	\$641.65	\$631.95
24	\$709.50	\$699.80
30	\$784.95	\$774.25
36	\$868.10	\$856.90
42	\$960.40	\$948.70
48	\$1,061.90	\$1,050.70
54	\$1,174.85	\$1,161.90
60	\$1,298.60	\$1,286.35

## SCALE 2

**Title List:** Assignment Consultant, Broadband Technician, COE Installation Technician, Facilities Specialist, Inventory Specialist , Network Technician

	<b>Zone 10</b>	<b>Zone 20</b>
<b>Pension Band:</b>	120	119

### Effective 10/07/2012

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$465.00	\$462.00
6	\$512.50	\$509.00
12	\$565.50	\$561.50
18	\$623.00	\$618.50
24	\$687.00	\$682.00
30	\$757.50	\$750.50
36	\$835.50	\$828.00
42	\$921.00	\$913.00
48	\$1015.00	\$1006.00
54	\$1,120.00	\$1,108.50
60	\$1,234.50	\$1,221.50

### Effective 10/04/2015

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$469.65	\$466.60
6	\$517.65	\$514.60
12	\$571.15	\$567.10
18	\$629.25	\$624.70
24	\$693.85	\$688.80
30	\$765.10	\$758.00
36	\$843.85	\$836.30
42	\$930.20	\$922.15
48	\$1,025.15	\$1,016.05
54	\$1,131.20	\$1,119.60
60	\$1,246.85	\$1,233.70

**SCALE 2 (continued)**

**Title List:** Assignment Consultant, Broadband Technician, COE Installation Technician, Facilities Specialist, Inventory Specialist , Network Technician

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$474.35	\$471.30
6	\$522.80	\$519.75
12	\$576.85	\$572.80
18	\$635.50	\$630.95
24	\$700.80	\$695.70
30	\$772.75	\$765.60
36	\$852.30	\$844.65
42	\$939.50	\$931.35
48	\$1035.40	\$1026.20
54	\$1142.50	\$1130.80
60	\$1259.30	\$1,246.05

**SCALE 3**

**Title List:** Analysis Clerk

	<b>Zone 10</b>	<b>Zone 20</b>
<b>Pension Band:</b>	118	118

**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$462.00	\$457.00
6	\$508.00	\$502.50
12	\$559.00	\$552.00
18	\$613.50	\$608.00
24	\$675.50	\$667.50
30	\$743.50	\$734.50
36	\$816.50	\$807.50
42	\$897.50	\$888.50
48	\$987.50	\$977.00
54	\$1,086.00	\$1,073.50
60	\$1,194.50	\$1,180.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$466.60	\$461.55
6	\$513.10	\$507.50
12	\$564.60	\$557.50
18	\$619.65	\$614.10
24	\$682.25	\$674.15
30	\$750.95	\$741.85
36	\$824.65	\$815.60
42	\$906.50	\$897.40
48	\$997.40	\$986.75
54	\$1,096.85	\$1,084.25
60	\$1,206.45	\$1,192.30

**SCALE 3 (continued)**

**Title List:** Analysis Clerk

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$471.30	\$466.20
6	\$518.20	\$512.60
12	\$570.25	\$563.10
18	\$625.85	\$620.20
24	\$689.10	\$680.90
30	\$758.45	\$749.25
36	\$832.90	\$823.75
42	\$915.55	\$906.35
48	\$1,007.35	\$996.65
54	\$1,107.85	\$1,095.10
60	\$1,218.50	\$1,204.25

## SCALE 4

**Title List:** Analytical Assistant, Assistant Technician, Capacity Provisioning Specialist, Computer Operator, Data Applications Order Specialist, Frame Attendant, Schedule Clerk, Screening Consultant, Service Coordinator, Service Delivery Coordinator, Supply Attendant, Switch Consultant, Technical Assistant, Technical Consultant, Technologies Representative

<b>Pension Band:</b>	<b>Zone 10</b> 114	<b>Zone 20</b> 114
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### Effective 10/07/2012

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$431.00	\$430.00
6	\$472.00	\$470.50
12	\$517.50	\$515.50
18	\$566.50	\$564.00
24	\$620.50	\$617.50
30	\$680.00	\$674.50
36	\$744.50	\$738.50
42	\$814.50	\$807.50
48	\$892.00	\$884.00
54	\$977.00	\$967.50
60	\$1,069.00	\$1,058.00

### Effective 10/04/2015

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$435.30	\$434.30
6	\$476.70	\$475.20
12	\$522.65	\$520.65
18	\$572.15	\$569.65
24	\$626.70	\$623.65
30	\$686.80	\$681.25
36	\$751.95	\$745.90
42	\$822.65	\$815.60
48	\$900.90	\$892.85
54	\$986.75	\$977.15
60	\$1,079.70	\$1,068.60

**SCALE 4 (continued)**

**Title List:** Analytical Assistant, Assistant Technician, Capacity Provisioning Specialist, Computer Operator, Data Applications Order Specialist, Frame Attendant, Schedule Clerk, Screening Consultant, Service Coordinator, Service Delivery Coordinator, Supply Attendant, Switch Consultant, Technical Assistant, Technical Consultant, Technologies Representative

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$439.65	\$438.65
6	\$481.50	\$479.95
12	\$527.90	\$525.85
18	\$577.90	\$575.35
24	\$632.95	\$629.90
30	\$693.65	\$688.05
36	\$759.45	\$753.35
42	\$830.85	\$823.75
48	\$909.95	\$901.75
54	\$996.65	\$986.95
60	\$1,090.50	\$1,079.25

## SCALE 5

**Title List:** Analytical Associate, Investment Specialist, Load Specialist, Security Assistant, Screening Attendant, Technologies Data Analyst

<b>Pension Band:</b>	<b>Zone 10</b> 112	<b>Zone 20</b> 112
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### Effective 10/07/2012

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$421.00	\$413.50
6	\$460.00	\$452.00
12	\$501.50	\$493.50
18	\$547.50	\$539.50
24	\$598.00	\$590.00
30	\$653.50	\$644.00
36	\$713.00	\$704.00
42	\$779.00	\$768.50
48	\$850.50	\$839.50
54	\$928.00	\$916.50
60	\$1,013.50	\$1,002.50

### Effective 10/04/2015

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$425.20	\$417.65
6	\$464.60	\$456.50
12	\$506.50	\$498.45
18	\$553.00	\$544.90
24	\$604.00	\$595.90
30	\$660.05	\$650.45
36	\$720.15	\$711.05
42	\$786.80	\$776.20
48	\$859.00	\$847.90
54	\$937.30	\$925.65
60	\$1,023.65	\$1,012.55



**SCALE 5 (continued)**

**Title List:** Analytical Associate, Investment Specialist, Load Specialist, Security Assistant, Screening Attendant, Technologies Data Analyst

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$429.45	\$421.80
6	\$469.25	\$461.10
12	\$511.60	\$503.40
18	\$558.50	\$550.35
24	\$610.00	\$601.85
30	\$666.65	\$656.95
36	\$727.35	\$718.15
42	\$794.65	\$783.95
48	\$867.60	\$856.35
54	\$946.65	\$934.90
60	\$1,033.85	\$1,022.65

**SCALE M**

**Title List:** Center Sales Support Consultant, Credit Consultant<sup>1</sup>, Customer Relations Specialist, Sales & Service Consultant, Service Representative

<b>Pension Band:</b>	<b>Zone 10</b> 112	<b>Zone 20</b> 112
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$433.50	\$428.50
6	\$471.50	\$466.50
12	\$514.00	\$508.00
18	\$560.50	\$552.00
24	\$609.00	\$602.00
30	\$663.00	\$655.00
36	\$722.00	\$713.00
42	\$785.50	\$776.00
48	\$855.50	\$845.50
54	\$931.50	\$920.00
60	\$1,031.50	\$1,002.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$437.85	\$432.80
6	\$476.20	\$471.15
12	\$519.15	\$513.10
18	\$566.10	\$557.50
24	\$615.10	\$608.00
30	\$669.65	\$661.55
36	\$729.20	\$720.15
42	\$793.35	\$783.75
48	\$864.05	\$853.95
54	\$940.80	\$929.20
60	\$1,023.65	\$1,012.55

Credit Consultant<sup>1</sup> - Business Service Delivery Operations

**SCALE M (continued)**

**Title List:** Center Sales Support Consultant, Credit Consultant<sup>1</sup>, Customer Relations Specialist, Sales & Service Consultant, Service Representative

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$442.20	\$437.10
6	\$481.00	\$475.90
12	\$524.35	\$518.20
18	\$571.75	\$563.10
24	\$621.25	\$614.10
30	\$676.35	\$668.15
36	\$736.50	\$727.35
42	\$801.30	\$791.60
48	\$872.70	\$862.50
54	\$950.20	\$938.50
60	\$1,033.85	\$1,022.65

Credit Consultant<sup>1</sup> - Business Service Delivery Operations

**SCALE MM**

**Title List: Credit Consultant<sup>2</sup>**

<b>Pension Band:</b>	<b>Zone 10</b> <u>102</u>	<b>Zone 20</b> <u>102</u>
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$420.50	\$416.00
6	\$458.00	\$453.00
12	\$499.00	\$493.50
18	\$544.00	\$536.00
24	\$591.00	\$584.50
30	\$643.50	\$636.00
36	\$701.00	\$692.00

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$424.70	\$420.15
6	\$462.60	\$457.55
12	\$504.00	\$498.45
18	\$549.45	\$541.35
24	\$596.90	\$590.35
30	\$649.95	\$642.35
36	\$708.00	\$698.90

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$428.95	\$424.35
6	\$467.20	\$462.10
12	\$509.05	\$503.40
18	\$554.95	\$546.75
24	\$602.90	\$596.25
30	\$656.45	\$648.80
36	\$715.10	\$705.90

**Credit Consultant<sup>2</sup> - Consumer and Small Business**

**SCALE 6**

**Title List:** Facilities Assignment Clerk, Sales Support Specialist, Service Order Administrator, Technical Clerk

<b>Pension Band:</b>	<b>Zone 10</b> 111	<b>Zone 20</b> 111
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$410.00	\$397.50
6	\$459.00	\$444.00
12	\$512.00	\$497.50
18	\$571.00	\$557.00
24	\$637.50	\$623.00
30	\$711.50	\$698.00
36	\$794.00	\$780.50
42	\$886.50	\$873.50
48	\$989.00	\$978.00

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$414.10	\$401.50
6	\$463.60	\$448.45
12	\$517.10	\$502.50
18	\$576.70	\$562.55
24	\$643.90	\$629.25
30	\$718.60	\$705.00
36	\$801.95	\$788.30
42	\$895.35	\$882.75
48	\$998.90	\$987.80

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$418.25	\$405.50
6	\$468.25	\$452.90
12	\$522.30	\$507.50
18	\$582.50	\$568.20
24	\$650.30	\$635.20
30	\$725.80	\$712.05
36	\$809.95	\$796.20
42	\$904.30	\$891.05
48	\$1,008.90	\$997.65

**SCALE 7**

**Title List:** Administrative Reports Clerk, Customer Service Consultant, Information Specialist, Operations Clerk, Order Specialist, Senior Data Administrator

<b>Pension Band:</b>	<b>Zone 10</b> 110	<b>Zone 20</b> 109
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$400.00	\$398.50
6	\$445.00	\$442.50
12	\$495.00	\$491.50
18	\$550.00	\$546.50
24	\$611.50	\$607.00
30	\$681.50	\$675.50
36	\$757.50	\$750.00
42	\$842.50	\$833.50
48	\$937.00	\$926.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$404.00	\$402.50
6	\$449.45	\$446.95
12	\$499.95	\$496.40
18	\$555.50	\$551.95
24	\$617.60	\$613.05
30	\$688.30	\$682.25
36	\$765.10	\$757.50
42	\$850.90	\$841.85
48	\$946.35	\$935.75

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$408.05	\$406.50
6	\$453.95	\$451.40
12	\$504.95	\$501.40
18	\$561.05	\$557.50
24	\$623.80	\$619.20
30	\$695.20	\$689.10
36	\$772.75	\$765.10
42	\$859.49	\$850.25
48	\$955.85	\$945.10

**SCALE 8**

**Title List:** Data Specialist, Repair Technician, Service Order Clerk

<b>Pension Band:</b>	<b>Zone 10</b> 108	<b>Zone 20</b> 108
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$391.00	\$386.50
6	\$433.50	\$429.50
12	\$481.00	\$476.50
18	\$534.00	\$528.00
24	\$592.50	\$586.50
30	\$658.00	\$651.00
36	\$729.50	\$722.00
42	\$809.00	\$801.00
48	\$897.50	\$888.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$394.90	\$390.35
6	\$437.85	\$433.80
12	\$485.80	\$481.25
18	\$539.35	\$533.30
24	\$598.40	\$592.35
30	\$664.60	\$657.50
36	\$736.60	\$729.20
42	\$817.10	\$809.00
48	\$906.50	\$897.40

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$398.85	\$394.25
6	\$442.20	\$438.15
12	\$490.65	\$486.10
18	\$544.75	\$538.60
24	\$604.40	\$598.30
30	\$671.25	\$664.10
36	\$744.15	\$736.50
42	\$825.25	\$817.10
48	\$915.55	\$906.35

**SCALE 8A**

**Title List: Premise Technician**

	<b><u>Zone 10</u></b>	<b><u>Zone 20</u></b>
<b><u>Pension Band:</u></b>	<u>107</u>	<u>107</u>

**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$642.00	\$630.00
6	\$668.00	\$654.00
12	\$694.00	\$680.00
18	\$720.00	\$706.00
24	\$746.00	\$732.00
30	\$774.00	\$758.00
36	\$800.00	\$784.00
42	\$826.00	\$810.00
48	\$868.00	\$852.00

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$648.40	\$636.30
6	\$674.70	\$660.55
12	\$700.95	\$686.80
18	\$727.20	\$713.05
24	\$753.45	\$739.30
30	\$781.75	\$765.60
36	\$808.00	\$791.85
42	\$834.25	\$818.10
48	\$876.70	\$860.50

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$654.90	\$642.65
6	\$681.45	\$667.15
12	\$707.95	\$693.65
18	\$734.45	\$720.20
24	\$761.00	\$746.70
30	\$789.55	\$773.25
36	\$816.10	\$799.75
42	\$842.60	\$826.30
48	\$885.45	\$869.15



**SCALE 9**

**Title List:** Data Administrator

<b>Pension Band:</b>	<b>Zone 10</b> 107	<b>Zone 20</b> 107
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$385.50	\$382.00
6	\$427.00	\$423.00
12	\$472.00	\$468.00
18	\$523.00	\$518.50
24	\$579.00	\$573.00
30	\$640.50	\$634.00
36	\$708.50	\$702.50
42	\$784.00	\$776.50
48	\$868.00	\$860.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$389.35	\$385.80
6	\$431.25	\$427.35
12	\$476.70	\$472.70
18	\$528.25	\$523.70
24	\$584.80	\$578.75
30	\$646.90	\$640.35
36	\$715.60	\$709.50
42	\$791.85	\$784.25
48	\$876.70	\$869.10

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$393.25	\$389.70
6	\$435.60	\$431.50
12	\$481.50	\$477.40
18	\$533.50	\$528.90
24	\$590.65	\$584.50
30	\$653.35	\$646.75
36	\$722.75	\$716.60
42	\$799.75	\$792.10
48	\$885.45	\$877.80

**SCALE 10**

**Title List:**

<b>Pension Band:</b>	<b>Zone 10</b> 107(A)	<b>Zone 20</b> 107(A)
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$339.50	\$338.00
6	\$376.50	\$374.50
12	\$416.50	\$414.50
18	\$462.00	\$459.50
24	\$512.50	\$508.00
30	\$567.00	\$562.50
36	\$628.50	\$623.00
42	\$696.00	\$690.00
48	\$771.00	\$764.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$339.50	\$338.00
6	\$376.50	\$374.50
12	\$416.50	\$414.50
18	\$462.00	\$459.50
24	\$512.50	\$508.00
30	\$567.00	\$562.50
36	\$628.50	\$623.00
42	\$696.00	\$690.00
48	\$771.00	\$764.50

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$339.50	\$338.00
6	\$376.50	\$374.50
12	\$416.50	\$414.50
18	\$462.00	\$459.50
24	\$512.50	\$508.00
30	\$567.00	\$562.50
36	\$628.50	\$623.00
42	\$696.00	\$690.00
48	\$771.00	\$764.50

**SCALE 10A**

**Title List: Customer Care Specialist**

<b><u>Pension Band:</u></b>	<b><u>Zone 10</u></b> 103	<b><u>Zone 20</u></b> 103
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$438.00	\$430.00
6	\$476.00	\$466.00
12	\$512.00	\$502.00
18	\$548.00	\$538.00
24	\$586.00	\$574.00
30	\$622.00	\$610.00
36	\$658.00	\$646.00
42	\$696.00	\$682.00
48	\$732.00	\$718.00

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$442.40	\$434.30
6	\$480.75	\$470.65
12	\$517.10	\$507.00
18	\$553.50	\$543.40
24	\$591.85	\$579.75
30	\$628.20	\$616.10
36	\$664.60	\$652.10
42	\$702.95	\$688.80
48	\$739.30	\$725.20

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$446.80	\$438.65
6	\$485.55	\$475.35
12	\$522.30	\$512.10
18	\$559.00	\$548.80
24	\$597.80	\$585.55
30	\$634.50	\$622.25
36	\$671.25	\$659.00
42	\$710.00	\$695.70
48	\$746.70	\$732.45

**SCALE 10B**

**Title List: Dispatch Specialist**

<b><u>Pension Band:</u></b>	<b><u>Zone 10</u></b> <u>103</u>	<b><u>Zone 20</u></b> <u>103</u>
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$424.00	\$416.00
6	\$466.00	\$456.00
12	\$506.00	\$496.00
18	\$546.00	\$536.00
24	\$588.00	\$576.00
30	\$628.00	\$616.00
36	\$670.00	\$656.00
42	\$710.00	\$696.00
48	\$750.00	\$736.00

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$428.25	\$420.15
6	\$470.65	\$460.55
12	\$511.05	\$500.95
18	\$551.45	\$541.35
24	\$593.90	\$581.75
30	\$634.30	\$622.15
36	\$676.70	\$662.55
42	\$717.10	\$702.95
48	\$757.50	\$743.35

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$432.50	\$424.35
6	\$475.35	\$465.15
12	\$516.15	\$505.95
18	\$557.00	\$546.75
24	\$599.80	\$587.60
30	\$640.60	\$628.40
36	\$683.45	\$669.20
42	\$724.25	\$710.00
48	\$765.10	\$750.80

**SCALE 11**

**Title List:** Office Clerical Assistant, Repair Service Attendant

<b>Pension Band:</b>	<b>Zone 10</b> 101	<b>Zone 20</b> 101
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$405.50	\$403.00
6	\$429.50	\$426.00
12	\$453.50	\$450.00
18	\$480.50	\$476.00
24	\$508.00	\$502.50
30	\$538.00	\$531.00
36	\$568.50	\$561.50
42	\$601.50	\$592.50
48	\$635.50	\$627.00

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$409.55	\$407.05
6	\$433.80	\$430.25
12	\$458.05	\$454.50
18	\$485.30	\$480.75
24	\$513.10	\$507.50
30	\$543.40	\$536.30
36	\$574.20	\$567.10
42	\$607.50	\$598.40
48	\$641.85	\$633.25

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$413.65	\$411.10
6	\$438.15	\$434.55
12	\$462.60	\$459.05
18	\$490.15	\$485.55
24	\$518.20	\$512.60
30	\$548.80	\$541.65
36	\$579.95	\$572.80
42	\$613.60	\$604.40
48	\$648.25	\$639.60

## SCHEDULE A

**Title List:** Automated Systems Specialist, Building Specialist, Fleet Specialist

**Pension Band:** 119

### Effective 10/07/2012

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$853.00	\$21.33
6	\$923.50	\$23.09
12	\$1,001.50	\$25.04
18	\$1,088.50	\$27.21
24	\$1,179.00	\$29.48

### Effective 10/04/2015

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$861.55	\$21.54
6	\$932.75	\$23.31
12	\$1,011.50	\$25.29
18	\$1,099.40	\$27.49
24	\$1,190.80	\$29.77

### Effective 10/02/2016

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$870.15	\$21.75
6	\$942.05	\$23.55
12	\$1,021.65	\$25.54
18	\$1,110.40	\$27.76
24	\$1,202.70	\$30.07

## SCHEDULE B

**Title List:** Administrative Specialist, Associate Buyer, Equipment Specialist, Fleet Technician

**Pension Band:** 113

### Effective 10/07/2012

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$722.50	\$18.06
6	\$784.00	\$19.60
12	\$853.00	\$21.33
18	\$923.50	\$23.09
24	\$1,001.50	\$25.04

### Effective 10/04/2015

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$729.75	\$18.24
6	\$791.85	\$19.80
12	\$861.55	\$21.54
18	\$932.75	\$23.32
24	\$1,011.50	\$25.29

### Effective 10/04/2015

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$737.00	\$18.43
6	\$799.75	\$19.99
12	\$870.15	\$21.75
18	\$942.05	\$23.55
24	\$1,021.65	\$25.54

## SCHEDULE C

**Title List:** Administrative Designer, Administrative Representative, Administrative Technician, Building Technician, Customer Representative, Operations Technician

**Pension Band:** 108

### Effective 10/07/2012

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$613.00	15.33
6	\$666.50	16.66
12	\$722.50	18.06
18	\$784.00	19.60
24	\$853.00	21.33

### Effective 10/04/2015

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$619.15	15.48
6	\$673.15	16.83
12	\$729.75	18.24
18	\$791.85	19.80
24	\$861.55	21.54

### Effective 10/02/2016

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$625.30	15.63
6	\$679.90	17.00
12	\$737.00	18.43
18	\$799.75	20.00
24	\$870.15	21.75



**SCHEDULE D**

**Title List:**

**Pension Band:** 106

**Effective 10/07/2012**

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$566.00	\$14.15
6	\$613.00	\$15.33
12	\$666.50	\$16.66
18	\$722.50	\$18.06
24	\$784.00	\$19.60

**Effective 10/04/2015**

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$566.00	\$14.15
6	\$613.00	\$15.33
12	\$666.50	\$16.66
18	\$722.50	\$18.06
24	\$784.00	\$19.60

**Effective 10/02/2016**

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$566.00	\$14.15
6	\$613.00	\$15.33
12	\$666.50	\$16.66
18	\$722.50	\$18.06
24	\$784.00	\$19.60

**SCHEDULE E**

**Title List:**

**Pension Band:** 102

**Effective 10/07/2012**

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$481.00	\$12.03
6	\$522.00	\$13.05
12	\$566.00	\$14.15
18	\$613.00	\$15.33
24	\$666.50	\$16.66

**Effective 10/04/2015**

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$481.00	\$12.03
6	\$522.00	\$13.05
12	\$566.00	\$14.15
18	\$613.00	\$15.33
24	\$666.50	\$16.66

**Effective 10/02/2016**

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$481.00	\$12.03
6	\$522.00	\$13.05
12	\$566.00	\$14.15
18	\$613.00	\$15.33
24	\$666.50	\$16.66

## SCHEDULE F

**Title List:** Administrative Attendant, Operations Attendant

**Pension Band:** 101

### Effective 10/07/2012

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$409.00	10.225
6	\$442.50	11.0625
12	\$481.00	12.025
18	\$522.00	13.05
24	\$566.00	14.15

### Effective 10/04/2015

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$409.00	10.225
6	\$442.50	11.0625
12	\$481.00	12.025
18	\$522.00	13.05
24	\$566.00	14.15

### Effective 10/02/2016

	<b>Weekly</b>	<b>Hourly</b>
<b>START</b>	\$409.00	10.225
6	\$442.50	11.0625
12	\$481.00	12.025
18	\$522.00	13.05
24	\$566.00	14.15

**Note:** Weekly wage rates are official and will be used for all pay-affecting calculations. Hourly rates are rounded and printed for information only.

**SCALE T**

**Title List:** Customer Service Specialist

<b>Pension Band:</b>	<b>Zone 10</b> 124	<b>Zone 20</b> 124
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**Effective 10/07/2012**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$910.50	\$901.00
6	\$934.50	\$925.00
12	\$958.50	\$949.50
18	\$1,009.50	\$1,001.00
24	\$1,061.00	\$1,052.00
30	\$1,111.50	\$1,102.50
36	\$1,162.50	\$1,153.00
42	\$1,213.50	\$1,204.50
48	\$1,264.50	\$1,255.00
54	\$1,315.00	\$1,306.50
60	\$1,365.00	\$1,355.50

**Effective 10/04/2015**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$919.60	\$910.00
6	\$943.85	\$934.25
12	\$968.10	\$959.00
18	\$1,019.60	\$1,011.00
24	\$1,071.60	\$1,062.50
30	\$1,122.60	\$1,113.55
36	\$1,174.15	\$1,164.55
42	\$1,225.65	\$1,216.55
48	\$1,277.15	\$1,267.55
54	\$1,328.15	\$1,319.55
60	\$1,378.65	\$1,369.05

**SCALE T (continued)**

**Title List:** Customer Service Specialist

**Effective 10/02/2016**

<b>ZONE</b>	<b>10</b>	<b>20</b>
<b>START</b>	\$928.80	\$919.10
6	\$953.30	\$943.60
12	\$977.75	\$968.60
18	\$1,029.80	\$1,021.10
24	\$1,082.35	\$1,073.15
30	\$1,133.85	\$1,124.65
36	\$1,185.55	\$1,176.15
42	\$1,237.90	\$1,228.70
48	\$1,289.90	\$1,280.25
54	\$1,341.45	\$1,332.75
60	\$1,392.45	\$1,382.75

Employees currently holding the title of Customer Service Specialist, as of August 13, 2005 and on the previously existing Technical Career Ladder of Tier II and Tier III, shall have their current base pay "Green Circled".

## ADDENDUM 8

### PENSION BANDS

QWEST PENSION PLAN  
Effective October 7, 2012

WAGE SCALE		ZONE 10	ZONE 20
T	Band	124	124
	Band Rate	69.78	69.78
1	Band	121	121
	Band Rate	65.32	65.32
2	Band	120	119
	Band Rate	63.86	62.38
3	Band	118	118
	Band Rate	60.85	60.85
4	Band	114	114
	Band Rate	54.87	54.87
5	Band	112	112
	Band Rate	51.88	51.88
M	Band	112	112
	Band Rate	51.88	51.88
<u>MM</u>	Band	102	102
	<u>Band Rate</u>	<u>36.94</u>	<u>36.94</u>
6	Band	111	111
	Band Rate	50.41	50.41
7	Band	110	109
	Band Rate	48.91	47.40
8	Band	108	108
	Band Rate	45.95	45.95
<u>8A</u>	<u>Band</u>	<u>107</u>	<u>107</u>
	<u>Band Rate</u>	<u>44.43</u>	<u>44.43</u>
9	Band	107	107
	Band Rate	44.43	44.43
10	Band	107(A)	107(A)
	Band Rate	45.31	45.31

<u>10A</u>	<u>Band</u> <u>Band Rate</u>	<u>103</u> <u>38.42</u>	<u>103</u> <u>38.42</u>
<u>10B</u>	<u>Band</u> <u>Band Rate</u>	<u>103</u> <u>38.42</u>	<u>103</u> <u>38.42</u>
11	Band Band Rate	101 35.41	101 35.41

#### WAGE SCHEDULE

A	Band Band Rate	119 62.38
B	Band Band Rate	113 53.41
C	Band Band Rate	108 45.95
D	Band Band Rate	106 42.89
E	Band Band Rate	102 36.94
F	Band Band Rate	101 35.41

SALES CONSULTANTS,  
CENTER SALES ASSOCIATES and  
CENTER SALES AND SERVICE ASSOCIATES

The formula used to determine the basic monthly pension benefit for Sales Consultants, Center Sales Associates and Center Sales and Service Associates is the monthly pension factor (which is based on the employee's Final Average Compensation) times Pension Calculation Service. Employees should consult the Qwest Pension Plan for further information on pension benefits.

Final Average Compensation means the average annual compensation paid to the employee during the sixty (60) consecutive calendar months for which compensation was the highest within the last one hundred twenty (120) months immediately preceding the date employment ends (or, if earlier, the date the employee is no longer a Sales Employee under the applicable formula).

Compensation for Sales Consultants, Center Sales Associates, and Center Sales and Service Associates means base pay, sales incentives, overtime, and short term disability payments, but excludes all other compensation.

The following chart sets forth the monthly pension factors for pension benefits available to Sales Consultants, Center Sales Associates and Center Sales and Service Associates.

**Note:**

Sales Consultants who are compensated by the CWA for two hundred eight (208) hours per year or more, on average, in the five (5) years preceding their retirement shall earn, at a minimum, the pension associated with Pension Band 112.

Center Sales Associates and Center Sales and Service Associates who are compensated by the CWA for two hundred eight (208) hours per year or more, on average, in the five (5) years preceding their retirement shall earn, at a minimum, the pension associated with Pension Band 101.



Monthly Pension Factors Based on Final Average Compensation  
Effective August 14, 2005

<b>Average Monthly Earnings</b>	<b>Monthly Pension Factor</b>	<b>Average Monthly Earnings</b>	<b>Monthly Pension Factor</b>
\$1,500 to \$1,599	\$21.40	\$ 5,500 to \$ 5,999	\$81.30
\$1,600 to \$1,699	\$22.80	\$ 6,000 to \$ 6,499	\$87.80
\$1,700 to \$1,799	\$24.10	\$ 6,500 to \$ 6,999	\$94.30
\$1,800 to \$1,899	\$25.30	\$ 7,000 to \$ 7,499	\$100.80
\$1,900 to \$1,999	\$27.60	\$ 7,500 to \$ 7,999	\$107.30
\$2,000 to \$2,249	\$30.90	\$ 8,000 to \$ 8,499	\$113.80
\$2,250 to \$2,499	\$34.20	\$ 8,500 to \$ 8,999	\$120.30
\$2,500 to \$2,749	\$37.40	\$ 9,000 to \$ 9,499	\$126.80
\$2,750 to \$2,999	\$40.70	\$ 9,500 to \$ 9,999	\$136.50
\$3,000 to \$3,249	\$43.90	\$10,000 to \$10,999	\$149.50
\$3,250 to \$3,499	\$47.20	\$11,000 to \$11,999	\$162.50
\$3,500 to \$3,749	\$50.40	\$12,000 to \$12,999	\$175.50
\$3,750 to \$3,999	\$55.30	\$13,000 to \$13,999	\$188.50
\$4,000 to \$4,499	\$61.80	\$14,000 and above	\$201.50
\$4,500 to \$4,999	\$68.30		
\$5,000 to \$5,499	\$74.80		

## ADDENDUM 9

### CONTRACTING OF WORK EXCLUSIONS

#### FORMER QWEST BUSINESS RESOURCES, INC. (BRI)

The terms and conditions of employment for employees holding the job titles of:

Administrative Attendant  
Administrative Designer  
Administrative Representative  
Administrative Specialist  
Administrative Technician  
Associate Buyer  
Automated Systems Specialist  
Building Specialist  
Building Technician  
Customer Representative  
Equipment Specialist  
Fleet Specialist  
Fleet Technician  
Operations Attendant  
Operations Technician

are set forth in this Addendum to this Agreement. The parties agree that the following Articles or provisions of the Collective Bargaining Agreement between the Communications Workers of America and Qwest Corporation do not apply to the titles set forth above (former BRI):

Article 19.6 (E)	Elimination of Incidentals and Terms
Article 19.6 (F)	Elimination of Contractors
Addendum 3	Letter of Agreement on Contracting of Work

#### FORMER CHOICE TV & ONLINE - OMAHA

The Company maintains the right to contract any and all products, services and associated work for Choice TV & Online – Omaha and, as such, the parties agree that the following Articles or provisions of the Collective Bargaining Agreement between the Communications Workers of America and Qwest Corporation do not apply:

Article 19.6 (F)	Elimination of Contractors
Addendum 3	Letter of Agreement on Contracting of Work

#### **FORMER BARGAINING UNIT WORK**

The Company has or will exit specific functional areas of the business where represented employees formerly or currently perform these work functions.

Such work includes the following functional areas and the associated work functions:

- Buried Cable Locating;
- Buried Service Wire;
- Construction Work including: barricade work; general construction and maintenance; joint trench/joint use; Right of Way; placing work for constructing new or replacing outside plant facilities (aerial or buried underground – cable, fiber and cabinets); construction installation of equipment in cabinets; Line maintenance work (e.g., aerial maintenance/construction pole work);
- Installation and maintenance work on Inside Plant Equipment performed by manufacturers associated with purchase and warranty agreements; and
- Splicing work associated with connecting copper or fiber facilities to non-working pairs or fiber strands but excludes splicing work (copper and fiber) associated with connecting such facilities to working pairs or fiber strands.

While much of this work has already been contracted out, the Company anticipates the remaining work will be transitioned to contractors during the term of this Agreement. The Company may, at its sole discretion, continue to utilize employees to perform none, some or all of the work associated with any functional area identified above, without restriction or limitation. Such work, as identified above, whether performed by contractors or employees, is not subject to the provisions of Article 19, Section 19.6(F) or the Letter of Agreement on Contracting of Work.

## ADDENDUM 10

### BENEFITS

For information on the CenturyLink Union 401(k) Plan, the Health Care Plan, the Disability Plan, and the Group Life Insurance Plan, employees should consult each Summary Plan Description ("SPD"), which can be found on the CenturyLink benefits website. Additionally, upon request of the employee, the Company will provide the employee with a paper copy of the Summary Plan Description.

### GENERAL PLAN MATTERS

**Section A10.1** Selection of Administrators: The Company will review with the Union the criteria to be used in the selection of a Plan Administrator or Administrators or any insurance company with which the Company contracts for insurance or administrative services to provide the benefits of the Plan prior to the selection thereof. The Company will notify the Union of any such selection and the reasons for such selection. In the event of a change in the Plan Administrator or Administrators or any insurance company, the Company will notify the Union of any such change at least sixty (60) calendar days in advance. The selection by the Company of a Plan Administrator or Administrators or any insurance company shall be conclusive and shall not be subject to any grievance procedure or arbitration under this or any other agreement between the Company and the Union.

**Section A10.2** Governmental Approval: All changes negotiated in collective bargaining regarding the provisions of the respective Plans are contingent upon and subject to continued approval of the Plans as necessary by the Internal Revenue Service as qualified and any such approval as may be necessary by the United States Department of Labor or any other applicable governmental authority.

### BENEFIT PLAN GRIEVANCE AND ARBITRATION

**Section A10.3** Except as provided in Section A10.4, there shall be no bargaining during the life of the Agreement upon changes in any of the following employee benefit plans ("Plans") as in effect on the date of this Agreement or as amended in accordance with Section A10.2: pension, savings, health care, short term and long term disability, life insurance and long term care.

**Section A10.4** Except as expressly stated within this provision, during the term of this Agreement, if the Company proposes to amend any of the Plans in a manner that would affect the benefits or privileges thereunder for employees in the bargaining unit, it will, before doing so, notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change shall be made without the consent

of the Union in the Plans which would reduce or diminish the benefits or privileges thereunder for the employees within the bargaining unit.

Notwithstanding the paragraph above, the parties acknowledge that provisions of the Patient Protection and Affordable Care Act ("PPACA") may become effective during the life of this Agreement, which affect healthcare plan design and options under the CenturyLink Health Care Plan offered by the Company. The Company and Union agree to discuss these opportunities through the Health and Wellness Advisory Committee ("HWAC"). In the event the provisions of the PPACA require changes be made to benefits under the medical benefit options, the Company may, at its sole discretion, make changes to the healthcare plan design and the benefits and/or options without any requirement to negotiate such changes with the Union. The Company shall discuss the impacts with the HWAC prior to implementation of any such changes.

Any claim that a duty to give notice under this Agreement or to offer to bargain has been violated, or that a change in the Plans has resulted in such benefits or privileges being diminished or reduced, may be taken up as a grievance and, if necessary, submitted to arbitration, in accordance with Article 16 of this Agreement. In any such case, the terms of any proposed change in the Plans shall not be subject to arbitration, and any decision or action of the Company shall be controlling, unless shown to have been arbitrary or in bad faith, and only the question of bad faith or arbitrary action shall be subject to the grievance procedure or arbitration.

**Section A10.5** Nothing in Sections A10.1, A10.2, A10.3, and A10.4 shall be construed to subject the Plans or their administration (including, without limitation, matters of eligibility) to grievance or arbitration, but such matters may be subjected to the claims and appeals procedure provided under each of the Plans. Except as provided in Section A10.4, neither the provisions of this Addendum, or the provisions of Part B of the Memorandum of Understanding, their interpretation, nor the performance of any obligation hereunder shall be subject to arbitration.

## ADDENDUM 11

### BUSINESS & CONSUMER – CONSUMER SALES & CARE CENTERS

#### SECTION 1

#### SALES INCENTIVE COMPENSATION PLAN SUMMARY

#### SALES CONSULTANTS

#### PLAN SUMMARY PROVISIONS

##### SUMMARY

This Addendum provides the framework for the Consumer Sales Incentive Compensation Plan structure for Sales Consultants in the Business and Consumer – Consumer Sales & Care Organization in Consumer Sales and Care Centers. The compensation structure and sales compensation plan (“the Plan”) that governs these positions are designed to recognize and reward Sales Consultants by providing incentive opportunities in support of Company’s revenue growth and customer retention strategies. The Plan is also designed to provide latitude for organizations, as mandated by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan.

Sales Consultants shall be covered by the terms and conditions set forth in this Addendum, the Consumer Sales Incentive Compensation Plan for Sales Consultants as found on the Company’s internal website and the provisions of this Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America.

##### PLAN TYPE

The Consumer Sales Compensation Plan provides earnings potential in direct relation to the level of sales achieved by a Sales Consultant. Sales Consultants earn sales incentive compensation under the Plan, based on the components and targets set forth in the Plan. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC) for each level of participation covered by this Plan. The structure of the Plan may not cap the monthly incentives that can be earned by Sales Consultants, subject to the provisions of the Plan (see Component Definitions and Calculations for further details related to maximum limits).

##### PLAN LEVELS

There are three (3) plan levels of participation in the Business & Consumer - Consumer Sales Incentive Compensation plan structure, the Sales Consultant. Sales Consultants move through the various Levels of the sales incentive

compensation structure, based on performance and tenure in the eligible position.

The Three (3) plan levels include Trainee Level, Entry Level, and Fully Competent Level:

***Trainee Level***

Newly hired, rehired employees or transferees (for former Sales Consultants returning to the Sales Consultant position or SSC's transferring into the position, see "Fully Competent Level" and "Entering the Plan" sections) who are placed into the Sales Consultant job title shall be placed at the Trainee Level until successful completion of initial training. Employees who are placed at the Trainee Level will earn an hourly base wage, as established by the Company, for the period at the Trainee Level. Sales incentive compensation, if any, earned during the Trainee Level is at the sole discretion of the Company. The Trainee Level will not have an established Target Sales Incentive or be subject to any minimum payouts for sales incentive compensation during this training period.

***Entry Level***

Sales Consultants who successfully complete initial training and are released from training within the first five (5) calendar days of the month shall be moved to Entry Level and that month will count as the first FULL month on desk. Sales Consultants who are released to the desk after the fifth (5th) calendar day of the month shall be moved to Entry Level and that month will NOT count as the first full month on desk.

A ramping period of objectives or targets, if any, for employees while at Entry Level may be established by the Company without any obligation to negotiate such objectives or targets with the Union.

Satisfactory performance standards for Entry Level shall be defined and established at the sole discretion of the Company. A ramping period of objectives or targets, if any, for employees while at Entry Level may be established by the Company without any obligation to negotiate such objectives or targets with the Union.

Employees who do not successfully meet the performance standards and tenure requirements for movement to Fully Competent Level shall be dismissed.

***Fully Competent Level***

To move to Fully Competent Level, the employee must satisfactorily meet the performance standards and tenure requirements, as determined by the Company in its sole discretion, at Entry Level following successful completion of initial training. Movement from Entry level to Fully Competent level will normally occur at the conclusion of the fourth (4<sup>th</sup>) full month on desk, if the Sales Consultant's performance is satisfactory.

Employees may move from Entry Level to Fully Competent at the end of their third (3<sup>rd</sup>) full month, if they meet satisfactory performance ratings in all

components for Months 1, 2 and 3, while at Entry Level. In the event the Sales Consultant has an unsatisfactory rating in any component during Months 1 through 3, early movement to Fully Competent Level shall be denied.

Sales Consultants who progress to Fully Competent Level will begin earning at the new base wage plus incentives at the beginning of the following month. To illustrate, a Sales Consultant at Entry Level achieves Fully Competent Level on October 15, based on September final results, will have the opportunity to earn at the higher level retroactively back to October 1.

Sales Consultants who successfully advance to the Fully Competent Level shall remain at this Level unless they leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Employees who leave the Fully Competent level and return to the Sales Consultant job title within eighteen (18) months from the date they left, shall be treated in accordance with the Administrative Guidelines that govern the Sales Incentive Compensation plan applicable to the eligible position. Sales Consultants who retreat under the provisions of Article 21.7 shall be placed at the Fully Competent Level upon return to the Sales Consultant position.

**BASE WAGE, TARGET SALES INCENTIVE AND TOTAL TARGET COMPENSATION**

The annual and monthly values are as follows (values are rounded for illustrative purposes):

**Annual View**

Level	ANNUAL BASE WAGE			Target Sales Incentive
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16	
Fully Competent	\$37,600	\$37,968	\$38,352	\$9,125
Entry	\$30,200	\$30,504	\$30,804	\$3,256
Trainee (week 1 – completion)	\$25,100	\$25,356	\$25,608	\$0

**Monthly View**

Level	MONTHLY BASE WAGE			Target Sales Incentive
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16	
Fully Competent	\$3,133	\$3,164	\$3,196	\$760
Entry	\$2,517	\$2,542	\$2,567	\$271
Trainee (week 1 – completion)	\$2,092	\$2,113	\$2,134	\$0



Sales compensation elements, objectives, and pay ranges are established solely by the Company, as described in the Sales Incentive Compensation Plan that governs these positions. The Company may add, modify, change or eliminate any of the compensation elements, components, weightings, and payouts per product or category after review with the Union but such changes shall not result in a reduction of the monthly TSI, unless otherwise agreed to by both the Company and Union.

**ELIGIBILITY**

Sales Consultants in the Consumer Sales & Care Centers who are covered by this Plan shall be eligible to participate in the Plan and earn incentive awards starting upon placement in the Sales Consultant (SC) job title and successful completion of initial training, subject to the provisions of the Sales Incentive Compensation Plan that governs the position. Refer to Entering the Plan for further information, which may be found in the Plan document in its entirety on the Company’s website.

**ENTERING THE PLAN**

All Sales Consultants, excluding Trainee, shall have the opportunity to earn sales incentive compensation under the Plan. Targets and payout factors for incentive compensation shall be the same for all Sales Consultants, based on location and who are part of the same channel, customer segment, call type or call sharing group, as determined by the Company in Entry and Fully Competent Levels. For purposes of sales compensation, there is no ramping period for targets, objectives or payout factors for new Sales Consultants upon release from training, part-time employees or others regardless of the reason when entering the Plan, unless otherwise specified in the Plan.

Sales and Service Consultants (SSCs) who move into the Sales Consultant job title shall be placed at the following participation Level and annual Base Wage rate:

SSC Current Wage Step	Sales Consultant Level	Annual Base Wage		
		Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
SSC – (30-month step or lower on Wage Scale M)	Entry	\$30,200	\$30,504	\$30,804
SSC – (36-month step or higher on Wage Scale M)	Fully Competent	\$37,600	\$37,968	\$38,352

For purposes of transfers, the equivalent wage scale, Wage Scale M, base top rate shall be used to determine if placement into the Sales Consultant position is considered lower rated, lateral or higher rated for wage movement. Employees who transfer into these positions shall be in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

Transferees in a force adjustment status who are placed into one of these positions may be paid RPPA, if applicable, in accordance with Article 19(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent wage scale, Wage Scale M, base top rate shall be used to establish the difference in the rate of pay between the employee's current position and the equivalent rate of pay (Base plus TSI) of the new position when placed into the Sales Consultant position.

## **EXITING THE PLAN**

Existing employees who transfer into the Sales Consultant job title and do not successfully pass initial training shall have retreat rights, in accordance with Article 21 – Post and Bid Process, unless placement into the Sales Consultant job title occurred under the provisions of Article 19 – Force Adjustment and Force Reductions.

Employees hired externally into the Sales Consultant job title who do not successfully complete initial training shall be dismissed.

Sales Consultants exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Sales Compensation is paid through the date the Sales Consultant exits the Plan, which is determined by their last day on payroll, effective date of separation, or when they leave the job.

Sales incentive compensation is paid based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to compensation components, payout tiers, targets, or objectives. Sales incentive compensation shall be paid based on actual sales posted through the last month of eligibility. In the event a Sales Consultant is overpaid, he or she will be expected to return any overpayment to the Company.

For purposes of transfers, the equivalent wage scale, Wage Scale M, base top rate shall be used to establish wage movement when leaving the Sales Consultant position, in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

Sales Consultants who move into the Sales and Service Consultant job title shall be placed at the following wage step of Wage Scale M, based on their level of participation in the Plan:

<b>Current Level of Participation</b>	<b>Wage Step – Wage Scale M</b>
SC – Trainee Level	30-Month Step
SC – Entry Level	36-Month Step
SC – Fully Competent	60-Month Step

**TIME OFF DESK**

Sales Consultants are paid at their base wage rate during periods of off-desk time such as excused paid time, vacation, paid personal days, illness absence, jury duty, training, employee involvement, or union paid time, unless specified otherwise in the Plan.

No adjustments shall be made to objectives, targets, or payout factors, for sales incentive compensation purposes, for Sales Consultants on desk less than full time during a month. This includes but is not limited to: part-time; vacation; Jury Duty; FMLA; approved Workers Compensation; approved Short-Term Disability; medical restriction; Leave of Absence; or Union Activities Paid and/or Non-Paid time.

**COMPANY INITIATED SPECIAL ASSIGNMENT**

When Sales Consultants are placed on a Company initiated special assignment for an entire calendar month they are paid at base wage plus eighty percent (80%) of the target TSI for their level of participation in the Plan. Company initiated special assignments that are less than an entire month shall be paid at the employee’s base wage rate.

**AVERAGE HOURLY RATE**

Average Hourly Rate (AHR) is used for such paid time off as Short Term Disability, Military Leaves, Workers Compensation and Medical Restrictions. Sales Consultants shall have an AHR calculation, which is based on an individual Sales Consultant’s compensation results for six (6) months. AHR includes base wage plus earned sales incentive compensation but excludes SPIFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A Sales Consultant’s AHR shall not fall below the base wage rate nor exceed the Total Target Compensation rate of the Sales Consultant’s level of participation in the Plan. In the event a Sales Consultant does not have a minimum of six (6) months on plan, AHR will be that of the Fully Competent base wage rate until an individual AHR can be established.

**SHORT TERM DISABILITY**

Absences covered by Short Term Disability benefits are paid based on the Sales Consultant's Average Hourly Rate (AHR), in accordance with the Disability Plan. In the event a Sales Consultant begins an approved Short-Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the Sales Consultant shall receive AHR established at the time the approved STD begins and shall remain at that rate until the Sales Consultant returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the Sales Consultant shall assume the most recent AHR calculation, if AHR was recalculated during their absence, for any future approved STD disability absences.

After returning from Short-Term Disability, the Sales Consultant shall continue to be paid the established AHR until all Returning Learner requirements, as established by the Business & Consumer - Consumer Sales Incentive Compensation Plan Administrative Guide, have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the Company's internal web site. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the Sales Consultant shall continue to be paid AHR until the first day of the following month.

## **MILITARY LEAVE OF ABSENCE**

Sales Consultants, who are on an approved Military Leave of Absence, shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the Sales Consultant's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22, Section 22.3(f).

## **WORKERS COMPENSATION**

In the event a Sales Consultant is away from work on approved Workers Compensation that is related to an approved Short-Term Disability absence, the Sales Consultant shall continue to be paid AHR, in accordance with the Disability Plan, until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the Sales Consultant shall continue to be paid AHR until the first day of the following month. Sales Consultants who are on approved Workers Compensation and without a related approved STD disability shall be paid pursuant to the applicable provisions of the state Workers Compensation laws.

## **MEDICAL RESTRICTION**

In the event a Sales Consultant returns from Short-Term Disability and is restricted medically from working a full work tour, the Sales Consultant shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the Sales Consultant shall participate in the Plan, unless they otherwise qualify pursuant to the applicable provisions of the state Workers Compensation laws or Article 23, and will not be eligible for AHR.

## **JURY DUTY**

Sales Consultants who are placed on Jury Duty assignments for a full month beginning on the first of a month, (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Business & Consumer - Consumer Sales Compensation Plan. In such cases, the Sales Consultant is paid at base wage. Jury Duty assignments that are less than a full month shall be paid in accordance with Article 14.

## **PLAN CHANGES AND MODIFICATIONS**

The Company may add, set, modify, change or eliminate any of the compensation components, weightings, product groups, product targets, and/or payout factors after review with the Union but such changes shall not result in a reduction in the annual base wage rate or TSI, unless otherwise agreed to by both the Company and Union.

Any changes in the Consumer Sales Compensation Plan for Sales Consultants that affect wages, hours or working conditions shall be negotiated with the Union and communicated in writing to all Sales Consultants at least fourteen (14) days prior to the effective date of the change.

## **PLAN DISPUTES**

When designing a sales compensation plan it is not possible to anticipate all of the unique situations that may arise. The Incentive Compensation staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Unresolved disputes related to the administration of the Plan will be reviewed by the Oversight Committee, as established by the Plan, and resolution, if any, determined by the Company's Bargaining Agent.

## ADDENDUM 11

### **BUSINESS AND CONSUMER – CONSUMER SALES & CARE CENTERS**

#### SECTION 2

#### **SALES INCENTIVE COMPENSATION SUMMARY**

#### ***CENTER SALES ASSOCIATES AND CENTER SALES AND SERVICE ASSOCIATES***

### **PLAN SUMMARY PROVISIONS**

#### **SUMMARY**

This Addendum provides the framework for the Business & Consumer - Consumer Sales Incentive Compensation Plan (“the Plan”) structure for both Center Sales Associates (CSAs) and Center Sales and Service Associates (CSSAs) in the Business & Consumer – Consumer Sales and Care Center. The Plan is designed to recognize and reward associates by providing incentive opportunities in support of the Company’s revenue growth and customer retention strategies. The Plan is also designed to provide latitude for the organization as required by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan.

CSAs/CSSAs shall be covered by the terms and conditions set forth in this Addendum, in addition to the provisions of the Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America, unless specifically modified by the Consumer Sales Incentive Compensation Plan for CSAs/CSSAs as found on the Company’s internal website. The full Plan, in its entirety, can be found on the Company’s internal website.

#### **PLAN TYPE**

The Consumer Sales Incentive Compensation Plan provides earnings potential in direct relation to the level of sales and/or customer retention performance achieved by the individual CSA or CSSA. CSAs/CSSAs can earn sales incentive compensation based on the components and targets set forth in the Plan that governs their position. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC). Base Wage and TSI may differ based on location, the level of participation in the sales incentive compensation plan and assignment specific to the channel, customer segment or call sharing group. The structure of the Plan may not cap the hourly incentive opportunity that can be earned by CSAs/CSSAs, subject to the provisions of the Plan.

**ELIGIBILITY**

Employees in the Business & Consumer - Consumer Sales & Care Organization who are in eligible positions and covered by a sales incentive compensation plan shall be eligible to participate in the Plan and earn incentive awards starting the first day following placement into the eligible position and assigned to serve customers, subject to the provisions of the sales incentive compensation plan that governs their position. Refer to Entering the Plan for further information.

**BASE WAGE**

The hourly Base Wage rate may vary by participant, location, and/or customer segment. The hourly base wage shall be established as shown below:

**Center Sales Associate**  
**Center Sales and Service Associate**

PROGRESSION STEP	WEEKLY BASE WAGE		
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
Start	\$400.00	\$404.00	\$408.05
6 month	\$410.00	\$414.10	\$418.25
12 month	\$420.00	\$424.20	\$428.45
18 month	\$440.00	\$444.40	\$448.85
24 month	\$460.00	\$464.60	\$469.25
30 month	\$480.00	\$484.80	\$489.65
36 month	\$500.00	\$505.00	\$510.05

The Company shall, in its sole discretion, determine, set, modify, or change the hourly Base Wage rate CSAs/CSSAs, by location, channel, customer segment, or call sharing group, without any requirement to negotiate with the Union, subject to the established Hourly Base Wage between ten dollars (\$10.00) to sixteen (\$16.00). The Company shall provide written notice to the Union of its current Hourly Base Wage in effect when a market adjustment is made, and/or when establishing or changing a Base Wage rate.

Unless otherwise established by the Company, in its sole discretion, employees in these positions shall be placed at the starting rate of the wage table.

There will be no individual wage credit or wage credit for re-engaged (former) employees of the Company. Wage Zone provisions are inapplicable to employees in these positions.

## **TARGET SALES INCENTIVE RANGE**

The Target Sales Incentive (TSI) rate varies depending on the CSAs/CSSAs assignment by channel, customer segment, or call sharing group. The Hourly Target Sales Incentive Range for CSAs/CSSAs is a minimum of one dollar (\$1.00) up to a maximum of five dollars (\$5.00), based on channel, customer segment or call sharing group, as determined at the sole discretion of the Company. In the event the TSI rate changes for a particular customer segment or call sharing group within the minimum/maximum range, at the sole discretion of the Company, the Company shall provide the Union with written notification of the change(s), if any, at least fourteen (14) calendar days prior to the establishment of such changes.

CSAs/CSSAs enter the Plan upon placement into the eligible position and assigned to serve customers. CSAs/CSSAs shall have the opportunity to earn incentive compensation, based on the provisions of the sales incentive compensation plan. Targets and payout factors for sales incentive compensation, based on channel, customer segment or call sharing group, are the same for all CSAs or CSSAs, unless otherwise specified in the Plan. For purposes of sales compensation, there is no ramping period for objectives, targets or payout factors for new CSAs/CSSAs while in training, upon release from training, part-time employees or others regardless of the reason when entering the Plan, unless otherwise specified in the Plan.

Employees in Initial Training or during the probationary period may participate in the sales incentive compensation plan that governs these positions. While a CSAs/CSSA's earnings under the sales incentive compensation plan are based on achievement of objectives and targets and may not be capped, subject to the provisions of the sales incentive compensation plan, Target Sales Incentive compensation is established at the post-probationary period by channel, customer segment or call sharing group. For sales incentive compensation purposes, there shall be no adjustments to targets, objectives or payout factors for CSAs/CSSAs during Initial Training or the four (4) month probationary period, subject to the Plan's provisions.

While employees in Initial Training do not have an established TSI, they may participate in the sales incentive compensation plan during Initial Training when assigned to serve customers. Payouts during the initial training phase are based on the individual's monthly performance and assignment by channel, customer segment or call sharing group. Employees shall earn sales incentive compensation, based on the monthly Sales Incentive Compensation Pay Schedule as determined by the Company, in its sole discretion.

## **ENTERING THE PLAN**

Applicants hired externally into the CSA or CSSA job title shall be placed at the starting wage rate unless otherwise determined at the sole discretion of the Company and shall progress to the next step based on time in the position. Existing employees who are placed into the CSA or CSSA job title through the Post and Bid Process shall be treated in accordance with Addendum 1, Wage



Administrative Practices or who are part of a Force Adjustment Group, shall be treated under the provisions of Article 19.

For purposes of transfers, the equivalent wage scale, Wage Scale 11, base top rate shall be used to determine if the placement into the CSA or CSSA position is considered lower rated, lateral or higher rated for wage movement. Employees who transfer into these positions shall be in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

For transferees in a force adjustment status who are placed into a CSA or CSSA position may be paid RPPA, if applicable, in accordance with Article 19.6(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent of Wage Scale 11 base top rate shall be used to establish the difference in the rate of pay between the employee's current position and the equivalent rate of pay (Base Wage plus TSI) of the new position when placed into the CSA or CSSA job title.

## **EXITING THE PLAN**

To move to the probationary period following Initial Training, the employee must successfully complete and pass Initial Training, as determined by the Company in its sole discretion. Employees hired externally into the CSA or CSSA job title who do not successfully complete Initial Training shall be dismissed.

Existing employees who transfer into the CSA or CSSA job title and do not successfully complete Initial Training shall have retreat rights, in accordance with Article 21 – Post and Bid Process, unless placement in the CSA or CSSA job title occurred under the provisions of Article 19 – Force Adjustment and Force Reductions.

Employees who successfully pass Initial Training may have up to four (4) full months (probationary period) following graduation from training to demonstrate satisfactory performance. At the conclusion of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) full months during this probationary period, employees must meet the minimum performance levels, as established by the Company, to continue employment. Employees who do not successfully meet the minimum performance standards at anytime following the conclusion of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) month shall be dismissed and will not be subject to review by the Local Management Review Committee prior to dismissal.

Employees who successfully perform during the probationary period and at the conclusion of the fourth (4th) full month following graduation from Initial Training shall remain in the position unless they leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Employees who leave the position after the four (4) month probationary period of the CSA/CSSA position and return to the CSA/CSSA job title within eighteen (18) months from the date they left, shall be treated in accordance with the

Administrative Guidelines that govern the sales incentive compensation plan applicable to the eligible position.

CSAs/CSSAs exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Incentive compensation is paid through the date the employee exits the Plan, which is determined by their last day on payroll, effective date of resignation, or when they leave the job.

Sales incentive compensation is paid based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to compensation components, payout tiers, targets or objectives. Sales incentive compensation shall be paid based on actual sales posted through the last month of eligibility. In the event an associate is overpaid, he or she will be expected to return any overpayment to the Company.

For purposes of transfers, the equivalent wage scale, Wage Scale 11, base top rate shall be used to establish wage movement when leaving the CSA or CSSA position, in accordance with Addendum 1, Section A1.2, of the collective bargaining agreement.

## **TIME OFF DESK**

CSAs and CSSAs are paid at their base wage rate during periods of off-desk time such as excused paid time, vacation, paid personal days, illness absences, training, employee involvement, Jury Duty, or union paid time, unless otherwise specified in the sales incentive compensation plan. CSAs and CSSAs who are “on plan” at any time during the month are eligible for incentive compensation that month, even if they leave and return during the month. There will be no adjustments made for compensation purposes to compensation components, payout tiers, targets or objectives for time away from desk.

No adjustments are made to objectives, targets, or payout factors, for sales incentive compensation purposes, for CSAs or CSSAs on desk less than full time during a month, unless otherwise specified in the sales incentive compensation plan that governs these positions. This includes but is not limited to: part-time; vacation; Jury Duty; illness absence; FMLA; approved Workers Compensation; approved Short-Term Disability; medical restriction; Leave of Absence; or Union Activities Paid and/or Non-Paid time, unless specified otherwise in this Plan.

## **COMPANY INITIATED SPECIAL ASSIGNMENT**

When CSAs or CSSAs are placed on a company initiated special assignment for an entire calendar month, they are paid at one hundred percent (100%) of the established hourly TSI applicable to the CSA/CSSA, based on assignment of the channel, customer segment or call sharing group immediately preceding the special assignment, in addition to the hourly base wage rate for all time worked. Normally, CSAs or CSSAs shall not remain on company initiated

special assignments for periods greater than six (6) months. CSAs or CSSAs who are on company initiated special assignments that are less than an entire month in duration shall only be paid at their hourly base wage rate for all time worked.

## **AVERAGE HOURLY RATE**

Average Hourly Rate (AHR) is used for such paid time off as Short Term Disability, Military Leaves, Workers Compensation and Medical Restrictions. CSAs/CSSAs shall have an AHR-calculation, which is based on an individual employee's compensation results for six (6) months. AHR includes base wages plus earned incentive compensation but excludes SPIFFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A CSA's or CSSA's AHR shall not fall below the hourly base wage rate established for the CSA/CSSA, based on level of participation, location, channel, customer segment or call sharing group, nor exceed the hourly Total Target Compensation rate of the associate's level of participation in the Plan. In the event the CSA/CSSA does not have a minimum of six (6) months on plan, AHR will be that of the Entry Level Base Wage rate based on the location, channel, customer segment or call sharing group, until an individual AHR can be established.

## **SHORT TERM DISABILITY**

Absences covered by Short Term Disability benefits are paid based on the disability benefits applicable to the CSA/CSSA and at the applicable rate under the Disability Plan. Short term disability benefits may differ for CSAs/CSSAs hired before January 1, 2009, than those CSAs/CSSAs hired or rehired after December 31, 2008. Short term disability benefits base wage rate for CSAs and CSSAs covered under a sales incentive compensation plan is the CSAs/CSSAs Average Hourly Rate (AHR), as determined by the Plan. See **Average Hourly Rate** for further information.

In the event a CSA or CSSA begins an approved Short Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the associate shall receive AHR established at the time the approved STD begins and shall remain at that rate until the associate returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the associate shall assume the most recent AHR calculation, if AHR was recalculated during his/her absence, for any future STD benefit case(s).

## **MILITARY LEAVE OF ABSENCE**

CSAs and CSSAs who are on an approved Military Leave of Absence shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the associate's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22, Section 22.3(f).

## **WORKERS COMPENSATION**

In the event an associate is away from work on approved Workers Compensation that is related to an approved Short-Term Disability absence, the associate shall continue to be paid AHR, in accordance with the Disability Plan, until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, if applicable, have been completed. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the associate shall continue to be paid AHR until the first day of the following month. Associates who are on Workers Compensation and without a related approved STD benefit case shall be paid pursuant to the applicable provisions of the state Workers Compensation laws.

## **MEDICAL RESTRICTION**

In the event a CSA or CSSA returns from Short-Term Disability and is restricted medically from working a full work tour, the CSA/CSSA shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the CSA/CSSA shall participate in the Incentive Compensation Plan, unless they otherwise qualify pursuant to the applicable provisions of the state Workers Compensation laws, and will not be eligible for AHR. All CSAs/CSSAs who have a medical restriction, regardless of the nature or number of restrictions, shall be treated in accordance with the provisions of Article 23.

## **JURY DUTY**

CSAs/CSSAs who are placed on Jury Duty assignments for a full month beginning on the first of a month (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Consumer Sales Compensation Plan. In such cases, the associate is paid at the base wage rate. Jury Duty Assignments that are less than a full month shall be paid in accordance with Article 14.

## **PLAN CHANGES AND MODIFICATIONS**

Sales incentive compensation plan provisions, including sales compensation elements, components, weightings, objectives, and payouts per product or

category, are established at the sole discretion of the Company, as described in the sales incentive compensation plan that govern these positions. The Company may, in its sole discretion, add, modify, change or eliminate any portion of the sales incentive compensation plan, at any time, upon review with the Union, but such changes shall not result in the establishment of a Base Wage rate or TSI rate that fall below the minimum or exceed the maximum of the Base Wage range or Target Sales Incentive range, as established by this Addendum, unless otherwise agreed to by both parties.

## **PLAN DISPUTES**

When designing a sales incentive compensation plan, it is not possible to anticipate all of the unique situations that may arise. The Incentive Compensation staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Unresolved disputes related to the administration of the Plan will be reviewed by the Oversight Committee, as established by the Plan, and resolution, if any, determined by the Company's Bargaining Agent.

## **ARBITRATION RIGHTS**

The following shall not be arbitrable under this Addendum:

- (a) Disciplinary actions or terminations involving employees during initial training or who fail to successfully complete initial training;
- (b) Disciplinary actions or terminations involving employees during the four (4) month probationary period or who fail to successfully complete the probationary period;
- (c) Local Management Review Committee decisions, if any, to advance or deny movement of employees to the next level within the Plan levels; and
- (d) The establishment of Base Wage rates or Target Sales Incentive compensation, including market adjustments, if any, at any level, that may occur, subject to the provisions of this Addendum and Addendum 1, Section A1.3(d); Section A1.4; and Section A1.6, of the collective bargaining agreement.

## ADDENDUM 12

### **BUSINESS AND CONSUMER – SMALL BUSINESS SALES & CARE CENTERS**

#### **SECTION 1**

#### **SALES COMPENSATION PLAN SUMMARY**

#### **SALES CONSULTANTS**

#### **PLAN SUMMARY PROVISIONS**

#### **SUMMARY**

This Addendum provides the framework for the Business & Consumer - Small Business Sales and Care Compensation Plan structure for Sales Consultants in the Business & Consumer - Small Business Sales & Care Centers. The compensation structure and sales compensation plan (“the Plan”) that governs these positions are designed to recognize and reward Sales Consultants by providing incentive opportunities in support of the Company’s revenue growth and customer retention strategies. The Plan is also designed to provide latitude for organizations, as mandated by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan.

The Sales Compensation Plan for Sales Consultants in Business & Consumer - Small Business Sales & Care Centers in its entirety may be found on the Company’s internal website.

#### **PLAN TYPE**

The Business & Consumer - Small Business Sales & Care Compensation Plan provides earnings potential in direct relation to the level of sales achieved by the Sales Consultant. Sales Consultants earn sales incentive compensation under the Plan, based on the components and targets set forth in the Plan. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC) for each level of participation covered by this Plan. The structure of the Plan may not cap the monthly incentives that can be earned by Sales Consultants, subject to the provisions of the Plan (see Component Definitions and Calculations for further details related to maximum limits).

#### **PLAN LEVELS**

There are three (3) plan levels of participation in the Business & Consumer – Small Business Sales and Care incentive compensation plan structure, based on the level achieved by the Sales Consultant.

Sales Consultants move through the various levels of the sales compensation structure, based on performance and tenure in the eligible position.

The three (3) plan levels include Trainee Level, Entry Level, and Fully Competent Level:

### ***Trainee Level***

Newly hired, rehired employees or transferees (other than employees holding the Sales and Service Consultant job title) who are placed into the Sales Consultant job title shall be placed at the Trainee Level until successful completion of initial training. Employees who are placed at the Trainee Level will earn an hourly based wage, as established by the Company, for the period at the Trainee Level. Sales incentive compensation, if any, earned during the Trainee Level is at the sole discretion of the Company. The Trainee Level will not have an established Target Sales Incentive or be subject to any minimum payouts for sales incentive compensation during this training period.

### ***Entry Level***

Sales Consultants who successfully complete initial training, as determined by the Company at its sole discretion, and are released from training within the first five (5) calendar days of the month shall be moved to Entry Level and that month will count as the first FULL month on desk. Sales Consultants who are released to the desk after the fifth (5th) calendar day of the month shall be moved to Entry Level and that month will NOT count as the first full month on desk.

Satisfactory performance standards for Entry Level shall be defined and established at the sole discretion of the Company. A ramping period of objectives or targets, if any, for employees while at Entry Level may be established by the Company without any obligation to negotiate such objectives or targets with the Union.

Employees who do not successfully meet the performance standards and tenure requirements for movement to Fully Competent Level shall be dismissed.

### ***Fully Competent Level***

To move to Fully Competent Level, the employee must satisfactorily meet the performance standards and tenure requirements, as determined by the Company in its sole discretion, at Entry Level. Movement from Entry Level to Fully Competent Level will normally occur at the conclusion of the fourth (4<sup>th</sup>) full month on desk, if the Sales Consultant's performance is satisfactory.

Employees may move from Entry Level to Fully Competent at the end of their third (3<sup>rd</sup>) full month, if they meet satisfactory performance ratings in all components for Months 1, 2 and 3, while at Entry Level. In the event the Sales

Consultant has an unsatisfactory rating in any component during Months 1 through 3, early movement to Fully Competent Level shall be denied.

Sales Consultants who progress to Fully Competent Level will begin earning at the new base wage plus incentives at the beginning of the following month. To illustrate, a Sales Consultant at Entry Level achieves Fully Competent Level on October 15, based on September final results, will have the opportunity to earn at the higher Level retroactively back to October 1.

Sales Consultants who successfully advance to the Fully Competent Level shall remain at this Level unless they leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Employees who leave the Fully Competent Level and return to the Sales Consultant job title within eighteen (18) months from the date they left, shall be treated in accordance with the Compensation Plan Administrative Guidelines that govern the sales incentive compensation plan applicable to the eligible position. Employees who retreat under the provisions of Article 21.7 shall be placed at the Fully Competent Level upon return to the Sales Consultant position.

**BASE WAGE, TARGET SALES INCENTIVE AND TOTAL TARGET COMPENSATION**

The annual and monthly values are as follows (values are rounded for illustrative purposes):

**Annual View**

Level	ANNUAL BASE WAGE			Target Sales Incentive
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16	
Fully Competent	\$37,600	\$37,968	\$38,352	\$9,125
Entry	\$30,200	\$30,504	\$30,804	\$3,256
Trainee (week 1 – completion)	\$25,100	\$25,356	\$25,608	\$0
Trainee (week 9 – completion)	\$30,200	\$30,504	\$30,804	\$0



**Monthly View**

Level	MONTHLY BASE WAGE			Target Sales Incentive
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16	
Fully Competent	\$3,133	\$3,164	\$3,196	\$760
Entry	\$2,517	\$2,542	\$2,567	\$271
Trainee (week 1 – completion)	\$2,092	\$2,113	\$2,134	\$0
Trainee (week 9 – completion)	\$2,517	\$2,542	\$2,567	\$0

Sales compensation elements, objectives, and pay ranges are established solely by the Company, as described in the sales incentive compensation plan that governs these positions. The Company may add, modify, change or eliminate any of the compensation elements, components, weightings, and payouts per product or category after review with the Union but such changes shall not result in a reduction of the monthly TSI, unless otherwise agreed to by both the Company and Union.

**ELIGIBILITY**

Sales Consultants in the Business & Consumer - Small Business Sales & Care Centers are enrolled in the Business & Consumer - Small Business Sales and Care Compensation Plan starting the first day following successful completion of initial training requirements in the Sales Consultant job title. Refer to Entering the Plan for further information, which may be found in the Plan document in its entirety on the Company's internal website. After the eighth (8<sup>th</sup>) week of initial training, Trainees are paid at the second tier of Trainee Base Wage through the completion of initial training. Upon successful completion of initial training, Sales Consultants are released to the desk and moved to Entry Level. Entry Level Sales Consultants' base wage and target sales incentive compensation earning opportunity are provisions of the Business & Consumer - Small Business Sales and Care Compensation Plan.

**ENTERING THE PLAN**

All Sales Consultants, excluding Trainee, shall have the opportunity to earn sales incentive compensation under the Plan. Targets and payout factors for incentive compensation shall be the same for all Sales Consultants in Entry and Fully Competent Levels based on location, and who are part of the same channel, customer segment, call type, or call sharing group, as determined by the Company. For purposes of sales compensation, there is no ramping period for targets, objectives or payout factors for new Sales Consultants upon release

from training, part-time employees or others regardless of the reason when entering the Plan, unless otherwise specified in the Plan.

Sales and Service Consultants (SSCs) who move into the Sales Consultant job title shall be placed at the following participation Level and annual Base Wage rate:

SSC Current Wage Step	Sales Consultant Level	Annual Base Wage		
		Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
SSC – (30-month step or lower on Wage Scale M)	Entry	\$30,200	\$30,504	\$30,804
SSC – (36-month step or higher on Wage Scale M)	Fully Competent	\$37,600	\$37,968	\$38,352

For purposes of transfers, the equivalent wage scale, Wage Scale M, base top rate shall be used to determine if placement into the Sales Consultant position is considered lower rated, lateral or higher rated for wage movement. Employees who transfer into these positions shall be in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

Transferees in a force adjustment status who are placed into one of these positions may be paid RPPA, if applicable, in accordance with Article 19(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent wage scale, Wage Scale M, base top rate shall be used to establish the difference in the rate of pay between the employee's current position and the equivalent rate of pay (Base plus TSI) of the new position when placed into the Sales Consultant position.

**EXITING THE PLAN**

Existing employees who transfer into the Sales Consultant job title and do not successfully pass initial training shall have retreat rights, in accordance with Article 21 – Post and Bid Process, unless placement into the Sales Consultant job title occurred under the provisions of Article 19 – Force Adjustment and Force Reductions.

Employees hired externally into the Sales Consultant job title who do not successfully complete initial training shall be dismissed.

Sales Consultants exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Sales Compensation is paid through the date the Sales Consultant exits the Plan, which is determined by their last day on payroll, effective date of separation, or when they leave the job.

Sales incentive compensation is paid based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to compensation components, payout tiers, targets, or objectives. Sales incentive compensation shall be paid based on actual sales posted through the last month of eligibility. In the event a Sales Consultant is overpaid, he or she will be expected to return any overpayment to the Company.

For purposes of transfers, the equivalent wage scale, Wage Scale M, base top rate shall be used to establish wage movement when leaving the Sales Consultant position, in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

Sales Consultants who move into the Sales and Service Consultant job title shall be placed at the following wage step of Wage Scale M, based on their level of participation in the Plan:

Current Level of Participation	Wage Step – Wage Scale M
SC – Trainee Level	30-Month Step
SC – Entry Level	36-Month Step
SC – Fully Competent	60-Month Step

**TIME OFF DESK**

Sales Consultants are paid at their base wage rate during periods of off-desk time such as excused paid time, vacation, paid personal days, illness absence, jury duty, training, employee involvement, or union paid time, unless specified otherwise in the Plan.

No adjustments shall be made to objectives, targets, or payout factors, for sales incentive compensation purposes, for Sales Consultants on desk less than full time during a month. This includes but is not limited to: part-time; vacation; Jury Duty; FMLA; approved Workers Compensation; approved Short-Term Disability; medical restriction; Leave of Absence; or Union Activities Paid and/or Non-Paid time.

**COMPANY INITIATED SPECIAL ASSIGNMENT**

When Sales Consultants are placed on a Company initiated special assignment for an entire calendar month they are paid at base wage plus eighty percent

(80%) of the target TSI for their level of participation in the Plan. Company initiated special assignments that are less than an entire month shall be paid at the employee's base wage rate.

## **AVERAGE HOURLY RATE**

Average Hourly Rate (AHR) is used for such paid time off as Short Term Disability, Military Leaves, Workers Compensation and Medical Restrictions. Sales Consultants shall have an AHR calculation, which is based on an individual Sales Consultant's compensation results for six (6) months. AHR includes base wage plus earned sales incentive compensation but excludes SPIFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A Sales Consultant's AHR shall not fall below the base wage rate nor exceed the Total Target Compensation rate of the Sales Consultant's level of participation in the Plan. In the event a Sales Consultant does not have a minimum of six (6) months on plan, AHR will be that of the Fully Competent base wage rate until an individual AHR can be established.

## **SHORT TERM DISABILITY**

Absences covered by Short Term Disability benefits are paid based on the Sales Consultant's Average Hourly Rate (AHR), in accordance with the Disability Plan. In the event a Sales Consultant begins an approved Short Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the Sales Consultant shall receive AHR established at the time the approved STD begins and shall remain at that rate until the Sales Consultant returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the Sales Consultant shall assume the most recent AHR calculation, if AHR was recalculated during their absence, for any future approved STD disability absences.

After returning from Short-Term Disability, the Sales Consultant shall continue to be paid the established AHR until all Returning Learner requirements, as established by the Business & Consumer – Small Business Sales and Care Compensation Plan Administrative Guide, have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the Company's internal website. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the Sales Consultant shall continue to be paid AHR until the first day of the following month.

## **MILITARY LEAVE OF ABSENCE**

Sales Consultants, who are on an approved Military Leave of Absence, shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay

treatment shall be the difference between the Sales Consultant's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22, Section 22.3(f).

## **WORKERS COMPENSATION**

In the event a Sales Consultant is away from work on approved Workers Compensation that is related to an approved Short-Term Disability absence, the Sales Consultant shall continue to be paid AHR, in accordance with the Disability Plan, until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the Sales Consultant shall continue to be paid AHR until the first day of the following month. Sales Consultants who are on approved Workers Compensation and without a related approved STD disability shall be paid pursuant to the applicable provisions of the state Workers Compensation laws.

## **MEDICAL RESTRICTION**

In the event a Sales Consultant returns from Short-Term Disability and is restricted medically from working a full work tour, the Sales Consultant shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the Sales Consultant shall participate in the Plan, unless they otherwise qualify pursuant to the applicable provisions of the state Workers Compensation laws or Article 23, and will not be eligible for AHR.

## **JURY DUTY**

Sales Consultants who are placed on Jury Duty assignments for a full month beginning on the first of a month, (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Business & Consumer – Small Business Sales and Care Compensation Plan. In such cases, the Sales Consultant is paid at base wage. Jury Duty assignments that are less than a full month shall be paid in accordance with Article 14.

## **PLAN CHANGES AND MODIFICATIONS**

The Company may add, set, modify, change or eliminate any of the compensation components, weightings, product groups, product targets, and/or payout factors after review with the Union but such changes shall not result in a reduction in the annual base wage rate or TSI, unless otherwise agreed to by both the Company and Union.

Any changes in the Business & Consumer – Small Business Sales and Care Compensation Plan for Sales Consultants that affect wages, hours or working conditions shall be negotiated with the Union and communicated in writing to all Sales Consultants at least fourteen (14) days prior to the effective date of the change.

## **PLAN DISPUTES**

When designing a sales compensation plan it is not possible to anticipate all of the unique situations that may arise. The Incentive Compensation Staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Unresolved disputes related to the administration of the Plan will be reviewed by the Oversight Committee, as established by the Plan, and resolution, if any, determined by the Company's Bargaining Agent.

## ADDENDUM 12

### BUSINESS AND CARE – SMALL BUSINESS SALES & CARE CENTERS

#### SECTION 2

#### SALES COMPENSATION PLAN SUMMARY

#### CENTER SALES ASSOCIATES AND

#### CENTER SALES AND SERVICE ASSOCIATES

### PLAN SUMMARY PROVISIONS

#### SUMMARY

This Addendum provides the framework for the Business & Consumer – Small Office/Home Office – Small Business Sales and Care Compensation Plan (“the Plan”) for Center Sales Associates (CSAs) and Center Sales and Service Associates (CSSAs) in the Business & Consumer - Small Business Sales and Care Organization in the Sales & Care Centers. The Plan is designed to recognize and reward associates by providing incentive opportunities in support of the Company’s revenue growth and customer retention strategies. The Plan is also designed to provide latitude for the organization as required by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan.

CSAs and CSSAs shall be covered by the terms and conditions set forth in this Addendum, in addition to the provisions of the Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America, unless specifically modified by the Business & Consumer - Small Business Sales and Care Compensation Plan for CSAs and CSSAs as found on the Company’s internal website. The full Plan, in its entirety, can be found on the Company’s internal website.

#### PLAN TYPE

The Business & Consumer - Small Business Sales and Care Compensation Plan provides earnings potential in direct relation to the level of sales and/or customer retention performance achieved by the individual CSA or CSSA. CSAs/CSSAs can earn sales incentive compensation based on the components and targets set forth in the Plan that governs their position. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC). Base Wages shall be in accordance with the Base Wage Schedule for employees in these positions. TSI may differ based on location, the level of participation in the sales incentive compensation plan and assignment specific to the channel, customer segment or call sharing

group. The structure of the Plan may not cap the hourly incentive opportunity that can be earned by CSAs or CSSAs, subject to the provisions of the Plan.

**ELIGIBILITY**

Employees in the Business & Consumer - Small Business Sales and Care Organization who are in eligible positions and covered by a sales incentive compensation plan shall be eligible to participate in the Plan and earn incentive awards starting the first day following placement into the eligible position and assigned to serve customers, subject to the provisions of the sales incentive compensation plan that governs their position. Refer to Entering the Plan for further information.

**BASE WAGE SCHEDULE**

The hourly Base Wage rate may vary by participant, location, and/or customer segment. The hourly based wage shall be established as shown below:

**Center Sales Associate**  
**Center Sales and Service Associate**

PROGRESSION STEP	WEEKLY BASE WAGE		
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
Start	\$400.00	\$404.00	\$408.05
6 month	\$410.00	\$414.10	\$418.25
12 month	\$420.00	\$424.20	\$428.45
18 month	\$440.00	\$444.40	\$448.85
24 month	\$460.00	\$464.60	\$469.25
30 month	\$480.00	\$484.80	\$489.65
36 month	\$500.00	\$505.00	\$510.05

The Company shall, in its sole discretion, determine, set, modify, or change the hourly Base Wage rate for CSAs/CSSAs, by location, channel, customer segment, or call sharing group, without any requirement to negotiate with the Union, subject to the established Hourly Base Wage range between ten dollars (\$10.00) to sixteen (\$16.00). The Company shall provide written notice to the Union of its current Hourly Base Wage in effect, when a market adjustment is made and/or when establishing or changing a Base Wage rate.

Unless otherwise established by the Company, in its sole discretion, employees in these positions shall be placed at the starting rate of the wage table.

There will be no individual wage credit or wage credit for re-engaged (former) employees of the Company. Wage Zone provisions are inapplicable to employees in these positions.



## **TARGET SALES INCENTIVE RANGE**

The Target Sales Incentive (TSI) rate varies depending on the CSAs/CSSA's assignment by channel, customer segment, or call sharing group. The Hourly Target Sales Incentive Range for CSAs/CSSAs is a minimum of one dollar (\$1.00) up to a maximum of five dollars (\$5.00), based on channel, customer segment or call sharing group, as determined at the sole discretion of the Company. In the event the TSI rate changes for a particular customer segment or call sharing group within the minimum/maximum range, at the sole discretion of the Company, the Company shall provide the Union with written notification of the change(s), if any, at least fourteen (14) calendar days prior to the establishment of such changes.

CSAs/CSSAs enter the Plan upon placement into the eligible position and assigned to serve customers. CSAs/CSSAs shall have the opportunity to earn incentive compensation, based on the provisions of the sales incentive compensation plan. Targets and payout factors for sales incentive compensation, based on channel, customer segment or call sharing group, are the same for all CSAs/CSSAs, unless otherwise specified in the Plan. For purposes of sales compensation, there is no ramping period for objectives, targets or payout factors for new CSAs/CSSAs while in training, upon release from training, part-time employees or others regardless of the reason when entering the Plan, unless otherwise specified in the Plan.

Employees in Initial Training or during the probationary period may participate in the sales incentive compensation plan that govern these positions. While a CSA's or CSSA's earnings under the sales incentive compensation plan are based on achievement of objectives and targets and may not be capped, subject to the provisions of the sales incentive compensation plan, Target Sales Incentive compensation is based on the post-probationary period by channel, customer segment or call sharing group. For sales incentive compensation purposes, there shall be no adjustments to targets, objectives or payout factors for CSAs/CSSAs during Initial Training or the four (4) month probationary period, subject to the Plan's provisions.

While employees in Initial Training do not have an established TSI, they may participate in the sales incentive compensation plan during Initial Training when assigned to serve customers. Payouts are based on the individual's monthly performance and assignment by channel, customer segment or call sharing group. Employees shall earn sales incentive compensation, based on the monthly Sales Incentive Compensation Pay Schedule as determined by the Company, in its sole discretion.

## **ENTERING THE PLAN**

Applicants hired externally into either the CSA or CSSA job title shall be paid at the starting Base Wage rate unless otherwise determined at the sole discretion of the Company and shall progress to the next step based on time in the position. Existing employees who are placed into the CSA or CSSA job title

through the Post and Bid Process shall be treated in accordance with Addendum 1, Wage Administrative Practices or who are part of a Force Adjustment Group, shall be treated under the provisions of Article 19.

For purposes of transfers, the equivalent wage scale, Wage Scale 11, base top rate shall be used to determine if the placement into the CSA or CSSA position is considered lower rated, lateral or higher rated for wage movement. Employees who transfer into these positions shall be in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

For transferees in a force adjustment status who are placed into a CSA or CSSA position may be paid RPPA, if applicable, in accordance with Article 19.6(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent of Wage Scale 11 base top rate shall be used to establish the difference in the rate of pay between the employee's current position and the equivalent rate of pay (Base Wage plus TSI) of the new position when placed into the CSA/CSSA job title.

## **EXITING THE PLAN**

To move to the probationary period following Initial Training, the employee must successfully complete and pass Initial Training, as determined by the Company in its sole discretion. Employees hired externally into the CSA or CSSA job title who do not successfully complete Initial Training shall be dismissed.

Existing employees who transfer into the CSA or CSSA job title and do not successfully complete Initial Training shall have retreat rights, in accordance with Article 21 – Post and Bid Process, unless placement in the CSA or CSSA job title occurred under the provisions of Article 19 – Force Adjustment and Force Reductions.

Employees who successfully pass Initial Training may have up to four (4) full months (probationary period) following graduation from training to demonstrate satisfactory performance. At the conclusion of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) full months during this probationary period, employees must meet the minimum performance levels, as established by the Company, to continue employment. Employees who do not successfully meet the minimum performance standards at anytime following the conclusion of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) month shall be dismissed and will not be subject to review by the Local Management Review Committee prior to dismissal.

Employees who successfully perform during the probationary period and at the conclusion of the fourth (4th) full month following graduation from Initial Training shall remain in the position unless they leave the position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Employees who leave the position after the four (4) month probationary period of the CSA or CSSA position and return to the CSA or CSSA job title within eighteen (18) months from the date they left, shall be treated in accordance

with the Administrative Guidelines that govern the sales incentive compensation plan applicable to the eligible position.

CSAs and CSSAs exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Incentive compensation is paid through the date the employee exits the Plan, which is determined by their last day on payroll, effective date of resignation, or when they leave the job.

Sales incentive compensation is paid based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to compensation components, payout tiers, targets or objectives. Sales incentive compensation shall be paid based on actual sales posted through the last month of eligibility. In the event an associate is overpaid, he or she will be expected to return any overpayment to the Company.

For purposes of transfers, the equivalent wage scale, Wage Scale 11, base top rate shall be used to establish wage movement when leaving the CSA/CSSA position, in accordance with Addendum 1, Section A1.2, of the collective bargaining agreement.

### **TIME OFF DESK**

CSAs and CSSAs are paid at their base wage rate during periods of off-desk time such as excused paid time, vacation, paid personal days, illness absence, training, employee involvement, Jury Duty, or union paid time, unless otherwise specified in the sales incentive compensation plan. CSAs/CSSAs who are "on plan" at any time during the month are eligible for incentive compensation that month, even if they leave and return during the month. There will be no adjustments made for compensation purposes to compensation components, payout tiers, targets or objectives for time away from desk.

No adjustments are made to objectives, targets, or payout factors, for sales incentive compensation purposes, for CSAs or CSSAs on desk less than full time during a month, unless otherwise specified in the sales incentive compensation plan that governs these positions. This includes but is not limited to: part-time; vacation; Jury Duty; illness absence; FMLA; approved Workers Compensation; approved Short-Term Disability; medical restriction; Leave of Absence; or Union Activities Paid and/or Non-Paid time, unless specified otherwise in this Plan.

### **COMPANY INITIATED SPECIAL ASSIGNMENT**

When CSAs or CSSAs are placed on a company initiated special assignment for an entire calendar month, they are paid at one hundred percent (100%) of the established hourly TSI applicable to the CSA or CSSA, based on assignment of the channel, customer segment or call sharing group immediately preceding the special assignment, in addition to the hourly base wage rate for all time worked. Normally, CSAs/CSSAs shall not remain on company initiated special assignments for periods greater than six (6) months.

CSAs/CSSAs who are on company initiated special assignments that are less than an entire month in duration shall only be paid at their hourly base wage rate for all time worked.

### **AVERAGE HOURLY RATE**

Average Hourly Rate (AHR) is used for such paid time off as Short Term Disability, Military Leaves, Workers Compensation and Medical Restrictions. CSAs and CSSA's shall have an AHR calculation, which is based on an individual employee's compensation results for six (6) months. AHR includes base wages plus earned incentive compensation but excludes SPIFFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A CSA's or CSSA's AHR shall not fall below the hourly base wage rate established for the CSA/CSSA, based on level of participation, location, channel, customer segment or call sharing group, nor exceed the hourly Total Target Compensation rate of the associate's level of participation in the Plan. In the event the CSA or CSSA does not have a minimum of six (6) months on plan, AHR will be that of the Entry Level Base Wage rate based on the location, channel, customer segment or call sharing group, until an individual AHR can be established.

### **SHORT TERM DISABILITY**

Absences covered by Short Term Disability benefits are paid based on the disability benefits applicable to the CSA/CSSA and at the applicable rate under the Disability Plan. Short term disability benefits may differ for CSAs or CSSAs hired before January 1, 2009, than those CSAs and CSSAs hired or rehired after December 31, 2008. Short term disability benefits base wage rate for CSAs/CSSAs covered under a sales incentive compensation plan is the CSAs/CSSAs Average Hourly Rate (AHR), as determined by the Plan. See **Average Hourly Rate** for further information.

In the event a CSA/CSSA begins an approved Short Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the associate shall receive AHR established at the time the approved STD begins and shall remain at that rate until the associate returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the associate shall assume the most recent AHR calculation, if AHR was recalculated during his/her absence, for any future STD benefit case(s).

### **MILITARY LEAVE OF ABSENCE**

CSAs or CSSAs who are on an approved Military Leave of Absence shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the associate's military pay and his

or her Average Hourly Rate (AHR), in accordance with Article 22, Section 22.3(f).

### **WORKERS COMPENSATION**

In the event an associate is away from work on approved Workers Compensation that is related to an approved Short-Term Disability absence, the associate shall continue to be paid AHR, in accordance with the Disability Plan, until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, if applicable, have been completed. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the associate shall continue to be paid AHR until the first day of the following month. Associates who are on Workers Compensation and without a related approved STD benefit case shall be paid pursuant to the applicable provisions of the state Workers Compensation laws.

### **MEDICAL RESTRICTION**

In the event a CSA or CSSA returns from Short-Term Disability and is restricted medically from working a full work tour, the associate shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the associate shall participate in the Incentive Compensation Plan, unless they otherwise qualify pursuant to the applicable provisions of the state Workers Compensation laws, and will not be eligible for AHR. All CSAs/CSSAs who have a medical restriction, regardless of the nature or number of restrictions, shall be treated in accordance with the provisions of Article 23.

### **JURY DUTY**

CSAs/CSSAs who are placed on Jury Duty assignments for a full month beginning on the first of a month (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Business & Consumer - Small Business Sales and Care Compensation Plan. In such cases, the associate is paid at the base wage rate. Jury Duty Assignments that are less than a full month shall be paid in accordance with Article 14.

### **PLAN CHANGES AND MODIFICATIONS**

Sales incentive compensation plan provisions, including sales compensation elements, components, weightings, objectives, and payouts per product or category, are established at the sole discretion of the Company, as described in the sales incentive compensation plan that govern these positions. The

Company may, in its sole discretion, add, modify, change or eliminate any portion of the sales incentive compensation plan, at any time, upon review with the Union, but such changes shall not result in the establishment of a Base Wage rate or TSI rate that fall below the minimum or exceed the maximum of the Base Wage range or Target Sales Incentive range, as established by this Addendum, unless otherwise agreed to by both parties.

## **PLAN DISPUTES**

When designing a sales incentive compensation plan, it is not possible to anticipate all of the unique situations that may arise. The Incentive Compensation staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Unresolved disputes related to the administration of the Plan will be reviewed by the Oversight Committee, as established by the Plan, and resolution, if any, determined by the Company's Bargaining Agent.

## **ARBITRATION RIGHTS**

The following shall not be arbitrable under this Addendum:

- (a) Disciplinary actions or terminations involving employees during initial training or who fail to successfully complete initial training;
- (b) Disciplinary actions or terminations involving employees during the four (4) month probationary period or who fail to successfully complete the probationary period;
- (c) Local Management Review Committee decisions, if any, to advance or deny movement of employees to the next level within the Plan levels; and
- (d) The establishment of Target Sales Incentive compensation, including market adjustments, if any, at any level, that may occur, subject to the provisions of this Addendum and Addendum 1, Section A1.3(d); Section A1.4; and Section A1.6, of the collective bargaining agreement.

## ADDENDUM 13

### BUSINESS AND CONSUMER - RETAIL

#### **SUMMARY**

Employees in the retail stores/Kiosks who are placed in the job titles of--Retail Sales Associate; Retail Senior Sales Associate; and Retail Sales and Service Associate shall be covered by the terms and conditions set forth in this Addendum, in addition to the provisions of the Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America, unless specifically modified by this Addendum.

The following shall apply to employees in these positions:

#### **HOURS AND DAYS OF WORK**

None of the provisions of Article 2 (Hours and Days of Work) shall apply to these positions except Article 2, Sections 2.7, 2.9, 2.10, and 2.11. An employee's tour on a particular day is his or her scheduled or assigned hours. The Company retains the right to schedule these positions on an ongoing as-needed basis and to change schedules as determined by the Company without limitation.

Employees in these positions may be required to work varying work tours, including evenings, weekends and federally designated holidays. It is anticipated that frequent schedule changes could occur for employees in these positions. The Company shall attempt to provide as much notice as possible when schedule changes occur. Employees shall not be paid for time not worked, except as otherwise specified in this Addendum.

#### **DIFFERENTIALS AND ALLOWANCES**

None of the provisions of Article 3 (Differentials and Allowances) shall apply to these positions except Article 3, Section 3.7.

When a Retail Sales Associate is temporarily assigned to perform the work of a Retail Senior Sales Associate, there shall be no change in his or her regular title or basic wage rate. An employee shall receive a daily differential of four dollars (\$4.00) if he or she works any portion of the day at the assigned higher rate.

In no case shall an employee receive more than one (1) differential payment per day.

#### **PREMIUM PAYMENTS**

None of the provisions of Article 4 (Premium Payments) shall apply to these positions. Employees governed by this Addendum have been determined to be non-exempt from the provisions of the Fair Labor Standards Act. Time worked in a week (Sunday through Saturday) in excess of forty (40) hours shall be paid at the rate of one and one-half (1 ½) times the employee's basic wage rate.

#### **CALL FOR WORK**

None of the provisions of Article 5 (Call for Work) shall apply to these positions.

### **NEW OR CHANGED JOBS**

None of the provisions of Article 6 (New or Changed Jobs) shall apply to these positions.

### **TRAINING AND WORK ASSIGNMENT SELECTIONS**

All of the provisions of Article 7 (Training and Work Assignment Selections) shall apply to these positions except for: (a) Article 7, Section 7.3 with the following exception: Given the Company's need for flexibility in these areas of the business, the time limitations (120 days and 180 days for volunteers) set forth in Article 7, Section 7.3, paragraph 2 shall not apply; and (b) Section 7.4 shall not apply.

### **TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT**

The provisions of Article 9 shall apply to employees in the titles governed by this Addendum.

### **VACATION, PERSONAL DAYS, AND HOLIDAYS**

The provisions of Article 11 shall apply to employees in the titles governed by this Addendum with the exception of Sections 11.28, 11.29 and 11.30.

### **ILLNESS ABSENCE AND WAGE REPLACEMENT**

The provisions of Article 12 shall apply to employees in the titles governed by this Addendum.

### **UNION COMPANY RELATIONSHIP**

Article 15 (Company Union Relationship), Sections 15.12 and 15.13 shall apply to these positions except as follows: Given the need to focus the maximum number of resources on the success of retail stores/Kiosks, the maximum total aggregate time off without pay that may be taken by an employee in any of these positions to handle union business shall be one hundred sixty (160) hours per calendar year, unless otherwise agreed to by both the Company and Union. Sales objectives, targets and quotas shall not be reduced or adjusted as a result of such time off, and that employees in these positions shall not be granted unpaid time off to handle union business when the needs of the business prevent such time off.

Article 15, Sections 15.14 through 15.19 shall not apply to these positions.

### **GRIEVANCE AND ARBITRATION PROCESS**

Employees are expected to comply with all of the Company's corporate policies, Code of Conduct, requirements, and performance standards. Given the work environment and focus on sales and customer contact, additional emphasis shall be placed on sales and service performance in these positions. Unsatisfactory performance in any of these areas shall be taken very seriously. While performance management shall take place and the Company shall make reasonable efforts to train and develop employees in these positions, an accelerated process shall occur given the demands of these positions.



Repeated failure to meet performance expectations, particularly in the area of sales, service and appropriate conduct shall result in termination of employment for employees in these positions. In the event an employee in one of these positions is terminated for unsatisfactory performance or violation of any of the Company's policies, requirements, or expectations, they shall be treated in accordance with Article 16 of the collective bargaining agreement.

**EMPLOYEE CLASSIFICATIONS**

During the life of the Agreement, employees governed by this Addendum will be classified as Regular Full-Time, Regular Part-Time, Regular Term Full-Time, Regular Term Part-Time, or Incidental under Article 18 (Employee Classifications). The provisions of Article 18, Sections 18.1, 18.2 (a) and (b), with exclusion of limitations either to RCA or percentage of workforce, 18.3, 18.4, with the exclusion of the Life Insurance Plan offered to occupational employees prior to October 7, 2012, and 18.10 shall apply to these positions. All other remaining sections of Article 18 shall not apply to these positions.

**FORCE ADJUSTMENT AND FORCE REDUCTIONS**

None of the provisions of Articles 19 (Force Adjustment and Force Reductions) shall apply to these positions. Employees in these positions who are involuntarily terminated shall be provided at least two (2) weeks notice prior to layoff, except as otherwise specified in this section. Regular Full-Time and Regular Part-Time employees in the job titles governed by this Addendum whose employment is involuntarily terminated shall be eligible for a separation allowance based on the following schedule, except for termination for performance, attendance, or misconduct.

**Involuntary Separation Allowance**

Term of Employment (TOE)	Separation Allowance
Less than 1 Year	2 Weeks Basic Wage
1 Year but Less than 5 Years	4 Weeks Basic Wage
5 Years but Less than 15 Years	12 Weeks Basic Wage
15 Years or More	16 Weeks Basic Wage

Regular Term employees in these positions are not eligible for separation allowance. Regular Term Full-Time and Part-Time employees in these positions shall be given two (2) weeks notice prior to involuntary termination. Any Regular Term employee who is terminated with less than two (2) weeks notice shall be paid a lump sum equal to the employee's basic wage rate (excluding incentive or "at risk" compensation and any Spifs or Kickers) for two (2) weeks, except for termination for performance, attendance, or misconduct.

Regular employees in these positions whose employment is involuntarily terminated shall continue to remain eligible for extended coverage under

COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans as follows:

1. An employee with less than one (1) year of TOE, who is eligible for coverage at the time of termination of employment, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is involuntarily terminated by paying the monthly premium amount.
2. An employee whose TOE is at least one (1) year, but less than five (5) years, will be eligible for coverage, at the Company subsidized active employee rate, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense by paying the monthly premium amount.
3. An employee whose TOE is five (5) years or more will be eligible for coverage, at the Company subsidized active employee rate, for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. However, if during the period of any extended medical/dental/vision coverage, as described above, the plans are changed for the Company's non-represented employees who remain on payroll, the same changes shall be applied to persons participating in this extended coverage program.

Employees who are surplus under the provisions of Force Adjustment and Force Reductions of this Addendum shall receive priority consideration for downgrade or lateral placement opportunities through the Post and Bid Process based on TOE provided they meet the basic qualifications to perform the duties. Basic qualifications would include any test/skill requirements. However, in some circumstances, the Company may find it necessary to reserve the right to select a candidate that is better qualified in jobs which fall in Wage Scale 4 and above. Such occurrences will be discussed with the Union. Exceptions may be agreed upon at the Bargaining Agent level. Placement in an opening at any Qwest subsidiary will be governed by the staffing guidelines of that subsidiary.

Regular employees in these positions whose employment is involuntarily terminated under the provisions of Force Adjustment and Force Reductions shall be eligible for PATHWAYS, in accordance with the provisions shown in the Letter of Agreement on PATHWAYS.

## **LATERAL FORCE REARRANGEMENT**

The provisions of Article 20 shall apply to employees in the titles of Retail Sales Associate, Retail Senior (Lead) Sales Associate and Retail Sales and Service Associate.

**POST AND BID PROCESS**

The provisions of Article 21 (Post and Bid Process) shall apply to these positions except, Article 21, Sections 21.3(b)(1)(2)(3)(4)(5)(6); and 21.3(c). The Company shall have the sole discretion to place only those applicants (internal or external) it evaluates as best qualified in to the positions governed by this Addendum, subject only to legal requirements (e.g., non-discrimination laws).

Time in title and time in location requirements for self nomination request eligibility for these positions are as follows:

**Time in Title, Time in Location Requirements**

<b>Job Title</b>	<b>Time in Title</b>	<b>Time in Location</b>
Retail Sales Associate	12 months	12 months
Retail Senior Sales Associate	12 months	12 months
Retail Sales and Service Associate	12 months	12 months
Outside Sales Representative	24 months	15 months

An employee in this position meets eligibility requirements provided the employee is not on corrective action for any area of performance, including attendance, in his or her current job.

**LEAVES OF ABSENCE**

All of the provisions of Article 22 shall apply to these positions with the exception of any reference to Addendum 4.

Employees in these positions who are on a Military Leave of Absence shall be paid Average Hourly Rate (AHR) in lieu of their base wage rate while on an approved Military Leave of Absence, subject to the provisions of Article 22 (Leaves of Absence), Section 22.3.

**MEDICAL WORK RESTRICTIONS**

None of the provisions of Article 23 (Treatment of Medically Restricted Employees) shall apply to these positions. An employee who is unable to perform the functions determined by the Company to be essential to his or her regular job (“essential functions”), with or without reasonable accommodation, as a result of an illness, physical or mental limitation, or off the job injury, shall receive up to thirty (30) calendar days of excused non-paid time. During the 30-day period of excused non-paid time, the employee shall be eligible to seek

other available positions within the Company through the Post and Bid Process and if necessary, have eligibility requirements waived. If at the end of the thirty-day period, the employee still cannot perform the essential functions of his or her regular job, the employee will be placed on an unpaid leave of absence for up to four (4) additional months. If at the end of the unpaid leave of absence, the employee is still unable to perform the essential functions of his or her regular job and/or has not found another position in the Company through the Post and Bid Process, the Company will terminate employment.

**WAGES AND WAGE ADMINISTRATION**

None of the provisions of Addendum 1 (Wage Administrative Practices) shall apply to these positions except Addendum 1, Sections A1.1, A1.2, and A1.5. Furthermore, none of the provisions of Addendum 7 (Wages) shall apply to these positions.

During the life of this Agreement, employees in these positions shall be paid the following:

**WAGES AND TARGET SALES INCENTIVE COMPENSATION**

**WAGE SCALE R**

Title List: **Retail Sales Associate**

Annual Target Sales Incentive: \$12,000

PROGRESSION STEP	WEEKLY BASE WAGE		
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
Start	\$405.00	\$409.05	\$413.15
6 month	\$428.50	\$432.80	\$437.10
12 month	\$451.00	\$455.50	\$460.05
18 month	\$472.50	\$477.25	\$482.00
24 month	\$496.00	\$500.95	\$505.95
30 month	\$518.50	\$523.70	\$528.90
36 month	\$541.50	\$546.90	\$552.40
42 month	\$564.00	\$569.65	\$575.35
48 month	\$588.50	\$594.40	\$600.35

**WAGE SCALE S**

Title List: **Retail Senior Sales Associate**

Annual Target Sales Incentive: \$15,000

PROGRESSION STEP	WEEKLY BASE WAGE		
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
Start	\$485.00	\$489.85	\$494.75
6 month	\$513.00	\$518.15	\$523.30
12 month	\$541.00	\$546.40	\$551.85
18 month	\$569.00	\$574.70	\$580.45
24 month	\$597.00	\$602.95	\$609.00
30 month	\$626.00	\$632.25	\$638.60
36 month	\$654.00	\$660.55	\$667.15
42 month	\$682.00	\$688.80	\$695.70
48 month	\$710.00	\$717.10	\$724.25

**WAGE SCALE SS**

Title List: **Retail Sales and Service Associate**

Annual Target Sales Incentive: \$0

PROGRESSION STEP	WEEKLY BASE WAGE		
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16
Start	\$473.00	\$473.00	\$473.00
6 month	\$501.00	\$501.00	\$501.00
12 month	\$528.50	\$528.50	\$528.50
18 month	\$557.00	\$557.00	\$557.00
24 month	\$585.00	\$585.00	\$585.00
30 month	\$612.50	\$612.50	\$612.50
36 month	\$641.00	\$641.00	\$641.00
42 month	\$669.00	\$669.00	\$669.00
48 month	\$696.50	\$696.50	\$696.50

Wage progression increases, in the amounts shown on the applicable wage scale, shall be granted automatically upon completion of the time intervals specified up through the 24-month wage step. Wage increases beyond the 24-month step shall be granted if the employee is considered satisfactory in performance and attendance at the time of the progression increase.

Employees who are considered unsatisfactory shall not be eligible for a progression increase until the next progression increase interval.

The Company shall, in its sole discretion, determine the base wage rate for employees hired externally into these positions, which may range between the Start and 48-month wage step of the applicable wage scale for the position, based on an individual's education, experience and/or other relevant factors.

For purposes of transfers, the following equivalent wage scales, as shown below, shall be used to determine if these positions are lower rated, lateral, or higher rated positions for wage movement.

Employees who transfer into these positions shall be placed on the appropriate wage step of the applicable Wage Scale R, S, or SS, in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

<b>Job Title</b>	<b>Equivalent Wage Scale (Base Wage plus TSI)</b>
Retail Sales Associate	Wage Scale 10
Retail Senior Sales Associate	Wage Scale 6
Retail Sales and Service Associate	Wage Scale 11

Transferees in a force adjustment status who are placed into one of these positions may be paid RPPA, if applicable, in accordance with Article 19.6(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent wage scale base top rate, as shown above, shall be used to establish the difference in the rate of pay between the employee's current position and the equivalent rate of pay (base wage plus TSI) of the new position when placed into the Retail Sales Associate, Retail Senior Sales Associate or Retail Sales and Service Associate positions.

Wage Zone provisions are inapplicable to employees in these positions.

**SALES INCENTIVE COMPENSATION**

The sales incentive compensation plan applicable for employees covered by this Addendum is to recognize and reward employees by providing incentive opportunities in support of the Company's revenue growth and customer retention strategies. Participant's earnings under the sales incentive compensation plan shall be based on the individual's achievement of objectives and targets, as set by the Company.

For employees in the titles of Retail Sales Associates and Retail Senior Sales Associates, the Company, at its sole discretion, shall establish quotas and target objectives by an individual sales associate, group of sales associates, manager team, location segment or channel and shall normally communicate

them five (5) business days prior to the start of the period in which they become effective.

## **LETTERS OF AGREEMENT**

Addendum 3 (Letters of Agreement) shall apply to these positions, except those titled:

- Expectations Regarding Occupational Dress
- Retiree Health Care
- Health and Wellness Advisory Committee
- Contracting of Work

Employees in these positions shall be permitted to sit on Union-Company committees, but sales objectives, targets and quotas shall not be adjusted, and participation in such committees shall be based on needs of the business.

The Company, in its sole discretion, shall establish a dress code policy for employees in these positions without any requirement that the Company bargain with the Union regarding such policy. Employees in these positions will be required to wear business casual and either CenturyLink Branded clothing or other form of CenturyLink branding at all times, as determined by the Company. The Company will provide an annual credit of one hundred dollars (\$100.00) for the purchase of approved garments through the Company authorized vendor. To the extent the value of the clothing articles provided to participants under this program is taxable; the taxable amount will be "grossed up." The Union will be notified in writing of any additions, modifications, changes or eliminations of the dress code policy prior to its effective date. The Company may also change, modify or eliminate the CenturyLink branded clothing program upon written notice to the Union.

## **PENSION AND BENEFITS**

None of the provisions of Addendum 8 (Pension Bands) and Addendum 10 (Benefits), with exception to the Health Care Plan and the Occupational Account Balance Formula (ABF) under the Qwest Pension Plan applicable to occupational employees, shall apply to employees governed by this Addendum.

Employees in these positions will receive the benefit plan benefits (including without limitation, Savings Plan, Disability Plan and Life Insurance benefits) provided to the Company's non-represented employees, except non-qualified benefits available only to a select group of highly compensated non-represented employees. Any changes, modifications, or eliminations made to these plans and applicable to the Company's non-represented employees shall also apply to employees in these positions without any requirement that the Company bargain with Union regarding such changes, modifications, or eliminations.

## ADDENDUM 14

### BUSINESS AND CONSUMER – OUTSIDE SALES

#### SUMMARY

Employees in the Business and Consumer outside sales groups who are placed in the job title of Outside Sales Representative shall be covered by the terms and conditions set forth in the Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America, unless specifically modified by the provisions of this Addendum.

The following shall apply to employees placed into Outside Sales Representative positions:

#### HOURS AND DAYS OF WORK

None of the provisions of Article 2 (Hours and Days of Work) shall apply to Outside Sales Representatives except Article 2, Sections 2.7, 2.9, 2.10, and 2.11. An employee's work schedule on a particular day is his or her scheduled or assigned hours, as determined by the Company without limitation. Employees in Outside Sales Representative positions may be required to work varying work tours, including evenings, weekends and federally designated holidays.

Frequent schedule changes may occur and when possible, the Company shall attempt to provide as much notice as possible to the impacted employee(s) when schedule changes are necessary, based on needs of the business. Employees shall not be paid for time not worked, except as otherwise specified in this Addendum.

#### DIFFERENTIALS AND ALLOWANCES

None of the provisions of Article 3 (Differentials and Allowances) shall apply to Outside Sales Representatives.

#### PREMIUM PAYMENTS

None of the provisions of Article 4 (Premium Payments) shall apply to Outside Sales Representatives. The Outside Sales Representative position is a job that has been determined to be non-exempt from the provisions of the Fair Labor Standards Act. Time worked in a week (Sunday through Saturday) in excess of forty (40) hours shall be paid at the rate of one and one-half (1 ½) times the employee's basic wage rate.

#### CALL FOR WORK

None of the provisions of Article 5 (Call for Work) shall apply to Outside Sales Representatives.



## **NEW OR CHANGED JOBS**

None of the provisions of Article 6 (New or Changed Jobs) shall apply to Outside Sales Representatives.

## **TRAINING AND WORK ASSIGNMENTS**

All of the provisions of Article 7 (Training and Work Assignment Selection) shall apply to Outside Sales Representatives except for: (a) Article 7, Section 7.3 with the following exception: Given the Company's need for flexibility in this area of the business, the time limitations (i.e., 120 days and 180 days for volunteers) set forth in Article 7, Section 7.3, paragraph 2 shall not apply; (b) Section 7.4 shall not apply; and (c) work and training assignments shall be assigned by the Company to the employee(s) it determines to be qualified and available to perform such work without limitation.

## **TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT**

The provisions of Article 9 shall apply to employees in the titles governed by this Addendum.

Employees in these positions shall be issued Company wireless phones, at the Company's sole discretion, subject to certain terms and conditions on personal usage, reasonable care of the equipment, and in accordance with the Company's policy.

## **VACATION, PERSONAL DAYS, AND HOLIDAYS**

The provisions of Article 11 shall apply to employees governed by this Addendum with the exception of Sections 11.28, 11.29 and 11.30.

## **ILLNESS ABSENCE AND WAGE REPLACEMENT**

The provisions of Article 12 shall apply to employees governed by this Addendum.

## **UNION COMPANY RELATIONSHIP**

Article 15 (Company Union Relationship), Sections 15.12 and 15.13 shall apply to Outside Sales Representatives, except as follows: Given the need to focus the maximum number of resources on the success of Local Market Sales, the maximum total aggregate time off without pay that may be taken by an employee in this position to handle union business shall be one hundred sixty (160) hours per calendar year, unless otherwise agreed to by both the Company and Union. Sales objectives, targets and quotas shall not be reduced or adjusted as a result of such time off, and that employees in Outside Sales Representative positions shall not be granted unpaid time off to handle union business when the needs of the business prevent such time off.

Article 15, Sections 15.14 through 15.19 shall not apply to Outside Sales Representatives.

**GRIEVANCE AND ARBITRATION PROCESS**

Employees are expected to comply with the all of the Company's corporate policies, Code of Conduct, requirements, and performance standards. Given the work environment and focus on sales, events, and customer contact, additional emphasis shall be placed on sales, and attendance performance for employees in this position. Unsatisfactory performance in any of these areas shall be taken very seriously. While performance management shall take place and the Company shall make reasonable efforts to train and develop employees in Outside Sales Representative positions, an accelerated process shall occur given the demands of employees in this position. Repeated failure to meet performance expectations, particularly in the area of sales and attendance at key sales functions and events, shall result in termination of employment for employees in this position. In the event an employee in the Outside Sales Representative position is terminated for unsatisfactory performance or violation of any of the Company's policies, requirements, or expectations, they shall be treated in accordance with Article 16 of the collective bargaining agreement.

**EMPLOYEE CLASSIFICATIONS**

During the life of the Agreement, Outside Sales Representatives will be classified as Regular Full-Time, Regular Part-Time, Regular Term Full-Time, Regular Term Part-Time, or Incidental under Article 18 (Employee Classifications). The provisions of Article 18, Sections 18.1, 18.2 (a) and (b), with exclusion of limitations either to RCA or percentage of workforce, 18.3, 18.4, with the exclusion of the Life Insurance Plan offered to occupational employees prior to October 7, 2012, and 18.10 shall apply to Outside Sales Representatives. All other section of Article 18 shall not apply to Outside Sales Representatives.

**FORCE ADJUSTMENT AND FORCE REDUCTIONS**

None of the provisions of Articles 19 (Force Adjustment and Force Reductions) shall apply to Outside Sales Representatives, except Section 19.6(A)(2)(a). Employees in Outside Sales Representative positions who are involuntarily terminated shall be provided at least two (2) weeks notice prior to layoff.

Regular Full-Time and Regular Part-Time employees in Outside Sales Representative positions whose employment is involuntarily terminated shall be eligible for a separation allowance based on the following schedule, except for termination for performance, attendance, or misconduct.

**Involuntary Separation Allowance**

Term of Employment (TOE)	Separation Allowance
Less than 1 Year	2 Weeks Basic Wage
1 Year but Less than 5 Years	4 Weeks Basic Wage

5 Years but Less than 15 Years	12 Weeks Basic Wage
15 Years or More	16 Weeks Basic Wage

Regular employees in Outside Sales Representative positions whose employment is involuntarily terminated shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans as follows:

1. An employee with less than one (1) year of TOE, who is eligible for coverage at the time of termination of employment, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is involuntarily terminated by paying the monthly premium amount.
2. An employee whose TOE is at least one (1) year, but less than five (5) years, will be eligible for coverage, at the Company subsidized active employee rate, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense by paying the monthly premium amount.
3. An employee whose TOE is five (5) years or more will be eligible for coverage, at the Company subsidized active employee rate, for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. However, if during the period of any extended medical/dental/vision coverage, as described above, the plans are changed for the Company's non-represented employees who remain on payroll, the same changes shall be applied to persons participating in this extended coverage program.

Employees who are surplus under the provisions of Force Adjustment and Force Reductions of this Addendum shall receive priority consideration for downgrade or lateral placement opportunities through the Post and Bid Process based on TOE provided they meet the basic qualifications to perform the duties. Basic qualifications would include any test/skill requirements. However, in some circumstances, the Company may find it necessary to reserve the right to select a candidate that is better qualified in jobs which fall in Wage Scale 4 and above. Such occurrences will be discussed with the Union. Exceptions may be agreed upon at the Bargaining Agent level. Placement in an opening at any Qwest subsidiary will be governed by the staffing guidelines of that subsidiary.

Regular employees in these positions whose employment is involuntarily terminated under the provisions of Force Adjustment and Force Reductions shall be eligible for PATHWAYS, in accordance with the provisions shown in the Letter of Agreement on PATHWAYS.

**LATERAL FORCE REARRANGEMENT**

None of the provisions of Article 20 (Lateral Force Rearrangement) shall apply to Outside Sales Representatives. The Company shall have the ability to reassign employees in Outside Sales Representative positions within a RCA or to reporting locations in a different RCA than they are currently assigned without limitation, subject to the following:

1. When the Company finds it necessary or appropriate to reassign employees to a reporting location which is outside of their current RCA, two (2) weeks notice shall be provided.
2. In the event reassignment occurs with less than two (2) weeks notice, employees shall be eligible for up to two (2) weeks of business expense reimbursement, as set forth in this Addendum, if the newly assigned reporting location is greater than one hundred (100) miles from the current reporting location.

**POST AND BID PROCESS**

The provisions of Article 21 (Post and Bid Process) shall apply to employees in Outside Sales Representative positions except, Article 21, Sections 21.3(b)(1)(2)(3)(4)(5)(6); and 21.3(c). The Company shall have the sole discretion to place only those applicants (internal or external) it evaluates as best qualified in to the Outside Sales Representative title, subject only to legal requirements (e.g., non-discrimination laws).

Time in title and time in location requirements for self nomination request eligibility for these positions are as follows:

**Time in Title, Time in Location Requirements**

Job Title	Time in Title	Time in Location
Outside Sales Representative	24 months	15 months

An employee in this position meets eligibility requirements provided the employee is not on corrective action for any area of performance, including attendance, in his or her current job.

**LEAVES OF ABSENCE**

All of the provisions of Article 22 shall apply to employees covered by this Addendum with the exception of any reference to Addendum 4.

Employees in these positions who are on a Military Leave of Absence shall be paid Average Hourly Rate (AHR) in lieu of their base wage rate while on an

approved Military Leave of Absence, subject to the provisions of Article 22 (Leaves of Absence), Section 22.3.

**MEDICAL WORK RESTRICTIONS**

None of the provisions of Article 23 (Treatment of Medically Restricted Employees) shall apply to Outside Sales Representatives. An employee who is unable to perform the functions determined by the Company to be essential to his or her regular job (“essential functions”), with or without reasonable accommodation, as a result of an illness, physical or mental limitation, or off the job injury, shall receive up to thirty (30) calendar days of excused non-paid time. During the 30-day period of excused non-paid time, the employee shall be eligible to seek other available positions within the Company through the Post and Bid Process and if necessary, have eligibility requirements waived. If at the end of the thirty-day period, the employee still cannot perform the essential functions of his or her regular job, the employee will be placed on an unpaid leave of absence for up to four (4) additional months. If at the end of the unpaid leave of absence, the employee is still unable to perform the essential functions of his or her regular job and/or has not found another position in the Company through the Post and Bid Process, the Company will terminate employment.

**WAGES AND WAGE ADMINISTRATION**

None of the provisions of Addendum 1 (Wage Administrative Practices) shall apply to these positions except Addendum 1, Sections A1.1(d), A1.2(a)(b)(c)(d)(e), A1.4 and A1.5. Furthermore, none of the provisions of Addendum 7 (Wages) shall apply to these positions.

During the life of this Agreement, employees in Outside Sales Representative positions shall be paid the following:

**Wages and Target Sales Incentive Compensation**

	ANNUAL BASE SALARY RANGE			Target Sales Incentive
	Effective 10/7/12	Effective 10/4/15	Effective 10/2/16	
Minimum	\$24,200	\$24,442	\$24,686	\$20,000
Mid-Point	\$31,100	\$34,411	\$31,725	\$20,000
Maximum	\$38,000	\$38,380	\$38,764	\$20,000

The Company shall, in its sole discretion, determine the base wage rate for non-represented employees and employees hired externally into these positions, based on an individual’s education, experience and/or other relevant factors. Employees who transfer into these positions, under the provisions of

Article 21, shall be placed at the mid-point of the base wage rate, as shown in this Addendum.

There will be no wage progression increases that are dependent on Term of Employment, and Wage Zone provisions are inapplicable to employees in these positions.

The Company may, at its sole discretion, grant a merit wage increase, based on performance, which shall range from zero percent (0%) to five percent (5%), to employees in these positions without any requirement that the Company bargain with the Union regarding such increases. Performance based merit increases, if any, shall be added to the employee's annual base salary up to the maximum salary range.

For purposes of transfers in or out of the Outside Sales Representative job title, the applicable base wage top rate shall be used to establish money-to-money wage movement, as shown below.

**Money-to-Money Wage Movement**

<b>Job Title</b>	<b>Applicable Wage Scale</b>
Outside Sales Representative	Wage Scale 3

Transferees in a force adjustment status may be paid RPPA, if applicable, in accordance with Article 19.6(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent wage scale base top rate, as shown above, shall be used to establish the difference in the rate of pay between the employee's current position (base wage plus TSI) and the equivalent rate of pay of the new position when placed into or leaving the Outside Sales Representative position.

**SALES INCENTIVE COMPENSATION**

The sales incentive compensation plan for Outside Sales Representatives is to recognize and reward employees by providing incentive opportunities in support of the Company's revenue growth and customer retention strategies. Participant's earnings under the sales incentive compensation plan shall be based on the individual's achievement of objectives and targets, as set by the Company. Objectives and targets shall be determined by the Company based on organizational goals and may vary by month, based on needs of the business.

The Company shall determine the sales incentive compensation plan, including plan structure, components, and pay schedules without any requirement that the Company negotiate such plans with the Union. The Company may add, modify, change or eliminate any portion of the sales incentive plan after review with the Union but such changes shall not result in a reduction of the Annual Target Sales Incentive (TSI) compensation for these positions, as shown in this Addendum, unless otherwise agreed to by both the Company and Union. Such

changes may, at the Company's discretion, apply to individual representatives, a group of representatives, or all representatives.

The Company may, at its sole discretion, establish monthly, bi-monthly or quarterly sales targets and objectives for one, some or all of the employees in these positions. Payout of sales incentive compensation, based on the employee's performance may, at the sole discretion of the Company, be payable monthly, bi-monthly or quarterly without any requirement to negotiate with the Union. The Company may provide a sales incentive recoverable draw during the sales performance period, as determined by the Company in its sole discretion, pursuant to the provisions of the sales incentive compensation plan that governs these positions.

## **LETTERS OF AGREEMENT**

Addendum 3 (Letters of Agreement) shall apply to these positions, except those titled:

- Expectations Regarding Occupational Dress
- Job Swap Guidelines
- Retiree Health Care
- Health and Wellness Advisory Committee
- Contracting of Work

Employees in Outside Sales Representative positions shall be permitted to sit on Union-Company committees, but sales objectives, targets and quotas shall not be adjusted, and participation in such committees shall be based on needs of the business.

The Company, in its sole discretion, shall establish a dress code policy for employees in Outside Sales Representative positions without any requirement that the Company bargain with the Union regarding such policy. Employees in Outside Sales Representative positions will be required to wear business attire, business casual and either CenturyLink Branded clothing or other form of CenturyLink branding, as determined by the Company. The Company will provide an annual clothing allowance credit of \$100 for the purchase of approved garments under the dress code policy if required by the Company. The Company may add, change, modify, discontinue or eliminate any provision(s) of the dress code policy upon written notice to the Union.

## **PENSION AND BENEFITS**

None of the provisions of Addendum 8 (Pension Bands) and Addendum 10 (Benefits), with exception to the Health Care Plan and the Occupational Account Balance Formula (ABF) under the Qwest Pension Plan applicable to occupational employees, shall apply to employees in Outside Sales Representative positions.

Employees in Outside Sales Representative positions will receive the benefit plan benefits (including without limitation, Savings Plan, Disability and Group Life Insurance benefits) provided to the Company's non-represented employees, except non-qualified benefits available only to a select group of

highly compensated non-represented employees. Any changes, modifications, or eliminations made to these plans and applicable to the Company's non-represented employees shall also apply to employees in Outside Sales Representative positions without any requirement that the Company bargain with Union regarding such changes, modifications, or eliminations.



**ADDENDUM 15**

**AGENT SERVICES AGREEMENT**

**BETWEEN**

**QWEST CORPORATION**

**AND**

**COMMUNICATIONS WORKERS OF  
AMERICA**

None of the provisions of the 2012 Qwest/CWA Agreement set forth in Articles 1 through 28, and Addenda 1 through 14 shall apply to employees covered by Addendum 15; or provisions contained or not contained in Addendum 15; unless otherwise specified in this Agreement with exception of Addendum 3 (Letters of Agreement), the Letter of Agreement titled "Permissible Mobilization Activities Over Grievable Issues."

## **ARTICLE A15.1**

### **RECOGNITION**

**Section A15.1.1** Qwest Corporation recognizes the Communications Workers of America (“the Union”) as the exclusive representative of the employees for the purposes of collective bargaining with respect to rates of pay, hours, and conditions of employment.

The Company and the Union recognize that it is in the interest of both parties and the employees that all dealings between them be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union will apply the terms of the Agreement in accordance with the bargained for intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees of the unit.

### **SUCCESSORSHIP**

**Section A15.1.2** In the event of a merger or acquisition of Qwest Corporation, whereby a controlling interest in Qwest Corporation, is obtained by another company, or in the event of the sale to, or the acquisition by, another company of substantially all the assets of Qwest Corporation, the parties agree that such company shall become the successor to Qwest Corporation, shall be bound by the terms and conditions of this Collective Bargaining Agreement between Qwest Corporation, and CWA, and shall assume all other duties and responsibilities of a successor (as that term is construed under the National Labor Relations Act). Qwest Corporation, agrees to require any such successor to accept the terms of this Collective Bargaining Agreement by written notice. A copy of such notice shall be provided to CWA at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

## ARTICLE A15.2

### EMPLOYEE CLASSIFICATIONS

#### FULL-TIME

**Section A15.2.1** Employees classified as regular Full-Time may reasonably expect to work forty (40) hours per week.

#### PART-TIME

**Section A15.2.2** Employees classified as Part-Time may reasonably expect to work less than forty (40) hours per week.

Equivalent Work Week (EWW) will be the tool to manage part-time entitlements. New hires or transferees will be assigned an EWW based on the hours an employee is expected to work. EWW will be recalculated annually, on or about October 1 each year, and will normally be determined by dividing the total of actual time worked and time paid for but not worked during the preceding twelve (12) months of each year (minus time worked and paid for at the applicable overtime rate) by 52.2 and rounding the result to the next higher whole number. Any employee who at the time EWW is being recalculated has worked less than thirty-one (31) calendar days in the preceding twelve months shall retain the same EWW, effective January 1 of the following year, and will remain in effect until the next annual recalculation of EWW.

EWW will be used to determine prorated pay for vacation, illness absence, holiday pay, short term disability, death in family absence, force reduction payments, employee benefit contributions, etc.

## ARTICLE A15.3

### SCHEDULING

**Section A15.3.1** The Company will schedule people to specific hours and days of work based on the needs of the business. Scheduling will occur by seniority among qualified employees as defined by the Company, with consideration for employee preferences. Scheduling of Holidays shall be handled in accordance with Section A15.4.4 of this Agreement. If the demands of the business necessitate a reduction of hours, the Company may assign such reduced hours or place employees on a leave status following discussion with the Union.

**Section A15.3.2** Employees may be hired/retained exclusively for all-night tours. Such employees will remain in such tours or may be rotated based on a plan negotiated between the local union and the manager for qualified employees.

## ARTICLE A15.4

### VACATIONS, PERSONAL DAYS AND HOLIDAYS

#### VACATIONS

**Section A15.4.1** Employees will be entitled to vacation based on their term of employment, and paid based on eight (8) hours per day at the Basic Wage rate (or EWW for part-time).

<b>Term of Employment</b>	<b>Paid Vacation</b>
More than six (6) months but less than one year (1)	One (1) Week
One (1) year but less than <u>seven (7) years</u>	Two (2) Weeks
<u>Seven (7) years</u> but less than <u>fifteen (15) years</u>	Three (3) Weeks
<u>Fifteen (15) years but less than 25 years</u>	Four (4) Weeks
<u>25 years or more</u>	<u>Five (5) Weeks</u>

Vacation will be scheduled on a sixteen (16) month calendar starting January of each year and will be scheduled by seniority among qualified employees.

Employees transferring into this Agreement will have their prescheduled vacation honored to the degree possible but may be required to reschedule based on business needs and already scheduled time off.

Five (5) weeks is the maximum vacation in this Agreement. Employees transferring in must use any amount of the entitlement time over five (5) weeks prior to beginning work under this Agreement. Employees in a surplus condition may have this time paid in lieu of using it, subject to the terms of the Qwest/CWA Agreement.

Employees, who resign, are separated under Article A15.11, or dismissed for any reason other than an act of misconduct, shall be paid in lieu of their unused vacation and paid personal days.

Vacation may be taken for all hours of the scheduled tour or in one (1) hour increments.

## PERSONAL DAYS

### Personal Days – Paid

**Section A15.4.2** Regular Full-Time and Regular Part-Time employees who have at least six (6) months TOE on January 1 of each year shall be granted eight (8) paid personal days (64 hours) or their equivalent.

**Section A15.4.3** Employees, as defined in Section A15.4.2, who do not have six (6) months of service on January 1 will be entitled to four (4) days (32 hours) or their equivalent of paid personal time for that calendar year.

**Section A15.4.4** Employees, as defined in Section A15.4.2, hired after January 1 will be entitled to one (1) day (8 hours) for each quarter remaining in that calendar year, including the quarter in which they were hired.

Each office will establish the maximum amount of Personal Days that can be granted each day. Local management will discuss the cap for each office with the local union. Paid personal days can be prescheduled during the sixteen (16) calendar month vacation schedule period, but may not be used until eligibility requirements have been met.

Personal Days may be taken for all hours of the scheduled tour or in one (1) hour increments.

### Personal Days – Non-paid

**Section A15.4.5** Employees shall be entitled to two (2) excused non-paid days per calendar year. These days are intended to be utilized for unexpected personal or family emergencies and are not intended for an employee's personal illness or illness of an employee's family member which otherwise may be covered by FMLA or handled in accordance with Article 7.

Employees are expected to give as much notification as possible in order to meet customer demand requirements and may be taken in increments of fifteen (15) minutes. Each office will have a maximum amount of excused non-paid time that can be granted each day. Local management will discuss the cap for each office with the Union.

## HOLIDAYS

**Section A15.4.6** Recognized Holidays shall be scheduled among qualified employees by either rotation among employees or employee choice. In the event an inadequate number of qualified employees volunteer to work the Holiday, a rotational process shall be used that considers employees' past work history of recognized holidays. The Union may discuss the criteria and priority utilized when considering past work history to determine rotational selection. The rotation process shall be limited to force management system capabilities readily available by the Company. Christmas Eve and New Year's Eve, while not recognized Holidays, shall be scheduled among qualified employees by using either rotation among employees or employee choice.

Recognized Holidays shall be:

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

In the event that a Recognized Holiday falls on a Saturday or a Sunday, the Company may determine, at its discretion, to observe a business closing on a day other than the holiday (which will typically be Friday for a Saturday holiday or Monday for a Sunday holiday) or to allow employees to take an alternate day in lieu of the holiday. Such alternate days shall be scheduled subject to the needs of the business and with the concurrence of the employees' supervisors. The Company shall advise the affected work group(s) of any alternate holiday observances no later than October 31 of the preceding year.

Employees who are required and work a full tour on a recognized holiday will be paid one-and-one half (1 ½) times regular pay for the hours worked on the holiday or may be paid regular pay, and take an alternate day off subject to the above paragraph within the current sixteen (16) month vacation schedule period. Employees who work less than a full tour on a recognized holiday shall be paid one-and-one half (1 ½) times their regular pay for the hours worked on the holiday.

Employees who are not scheduled to work on a day recognized as a holiday shall be paid at their Basic Wage rate based on an eight (8) hour day or their EWW unless impacted by night differential payments in Article A15.6, Section A15.6.3.

The Company shall post, or make available, each work group's schedule for a holiday twenty-one (21) calendar days before the holiday is observed. Work schedules for Christmas Eve and New Year's Eve, while not recognized holidays, shall be posted twenty-one (21) calendar days before Christmas Eve and New Year's Eve are observed.

## **ARTICLE A15.5**

### **OVERTIME**

**Section A15.5.1** Time worked in a week (Sunday to Saturday) over forty (40) hours shall be paid at the rate of one-and-one half (1 ½) times the employee's Basic Wage rate.

## ARTICLE A15.6

### DIFFERENTIAL PAYMENTS

#### ADMINISTRATIVE/TRAINING DIFFERENTIAL

**Section A15.6.1** The Company may designate an employee to (1) act on behalf of management; and/or (2) to conduct formal, planned training. Any employee so designated by the Company shall receive a differential of one dollar and fifty cents (\$1.50) per hour for each hour or partial hour the employee acts on behalf of management and/or conducts formal, planned training. Duties shall not include administering discipline or employee appraisals.

#### EVENING DIFFERENTIAL

**Section A15.6.2** Employees shall receive an evening differential of thirty-five cents (\$0.35) per hour for all time actually worked between the hours of 7:00 p.m. and 11:00 p.m.

#### NIGHT DIFFERENTIAL

**Section A15.6.3** Employees shall receive a night differential of sixty-five cents (\$0.65) per hour for all time actually worked between the hours of 11:00 p.m. and 6:00 a.m.

#### SPLIT TOUR DIFFERENTIAL

**Section A15.6.4** Employees who are scheduled and work a split tour shall receive a split tour differential of seventy-five cents (\$0.75) per hour for all time actually worked.

#### CHRISTMAS EVE/NEW YEAR'S EVE DIFFERENTIAL

**Section A15.6.5** An employee who is scheduled and works an all-night tour or any portion of an all-night tour that commences between the hours of 8:00 p.m. and 11:59 p.m. on Christmas Eve and/or New Year's Eve shall receive a Christmas Eve/New Years Eve differential of one dollar and fifty cents (\$1.50) per hour for all time actually worked. In no case shall an employee receive more than one (1) differential payment, excluding Administrative/Training Differential, when receiving Christmas Eve/New Year's Eve Differential.

#### TEMPORARY ASSIGNMENT

**Section A15.6.6** While the Company may work an employee in a lower rated job title, the employee's pay will reflect his or her regular Basic Wage rate.

When an employee is temporarily assigned to perform the work of a higher wage scale or an assignment in which the hourly rate of pay is greater,

excluding placement through Article 9 and Article 10, there shall be no change to his or her regular job title or Basic Wage rate. An employee shall receive a temporary assignment differential of fifty cents (\$0.50) for each hour or partial hour the employee performs work of the higher rated position while on the temporary assignment. In no case shall the employee receive more than one (1) differential payment per hour.

## ARTICLE A15.7

### ILLNESS ABSENCE, DEATH IN FAMILY AND JURY DUTY

#### ILLNESS ABSENCE – WAGE REPLACEMENT – FIRST SEVEN CALENDAR DAYS

**Section A15.7.1** An employee whose Term of Employment (TOE) or Greater Length of Service (GLS) is one (1) or more years shall receive wage replacement during the first seven (7) consecutive calendar days of absence due to personal illness, up to the maximum number of days per calendar year. The wait period before an employee is eligible to receive wage replacement under this Article, based on TOE or GLS, shall be as follows:

<u>Term of Employment or Greater Length of Service</u>	<u>Wait Period and Maximum Number of Days for Wage Replacement Pay If Scheduled to Work</u>
<u>Less than 1 year</u>	<u>Not eligible for wage replacement.</u>
<u>1 year, but less than 2 years</u>	<u>Must wait two (2) consecutive workdays before eligible to receive wage replacement. Maximum three (3) days wage replacement per calendar year.</u>
<u>2 years, but less than 5 years</u>	<u>Must wait one (1) work day before eligible to receive wage replacement. Maximum four (4) days wage replacement per calendar year.</u>
<u>5 years, but less than 10 years</u>	<u>Eligible to receive wage replacement on first (1<sup>st</sup>) workday of absence. Maximum six (6) days wage replacement per calendar year.</u>
<u>10 years but less than 20 years</u>	<u>Eligible to receive wage replacement on first (1<sup>st</sup>) workday of absence. Maximum seven (7) days wage replacement per calendar year.</u>
<u>20 years or more</u>	<u>Eligible to receive wage replacement on first (1<sup>st</sup>) workday of absence. Maximum eight (8) days wage replacement per calendar year.</u>



**Section A15.7.2**

An employee with one (1) or more years of TOE or GLS who has exhausted the number of annual days eligible for wage replacement has the option to use any remaining vacation or paid personal days before taking non-paid time for an illness absence, subject to the following:

- a) Employees may use up to three (3) days vacation or paid/unpaid personal days annually without having such time count toward their attendance record, provided that such absence due to illness does not occur on a Monday or the last scheduled day immediately preceding or first scheduled day following an authorized holiday or designated personal day.
- b) Employees who use more than three (3) days of vacation or paid/unpaid personal days annually due to illness absence or who use such vacation or paid personal days on a Monday or the last scheduled day immediately preceding or first scheduled day following an authorized holiday or designated personal day will have such time count toward their attendance record.

An employee shall request the use of vacation or paid/unpaid personal days allowed under this Section at the time of reporting out for illness absence. Paid personal days will be exhausted prior to using vacation. Paid time may not be used for absences during an employee's wait period preceding wage replacement.

**Section A15.7.3**

An employee who reports to work and is excused from the job because of personal illness shall receive wage replacement for the remainder of the tour if the employee has one (1) or more years TOE or GLS. Such time shall apply toward the maximum number of annual wage replacement days the employee may have remaining. If the employee's TOE or GLS is less than one (1) year, the employee shall receive wage replacement for the remainder of the session (half tour) up to a maximum of 2 occurrences per year.

**Section A15.7.4**

Wage replacement payments to Regular part-time employees who qualify for payments under this Section shall be pro-rated based on the employee's Equivalent Work Week.

**Section A15.7.5**

Wage replacement payments shall be at the employee's Basic Wage rate and may be suspended or discontinued for just cause.

**Section A15.7.6**

An employee whose incidental illness absence from work is related to Workers Compensation may elect to use: (a) paid vacation or unused personal day time; or (b) non-paid time to fulfill any days of absence during the first seven (7) calendar days not covered by wage replacement. Paid time may not be used during an employee's wait period preceding wage replacement. Personal days shall be exhausted prior to using vacation.

**Section A15.7.7**

Payment for an employee's personal illness is provided solely for purposes of wage replacement. Such wage replacement does not constitute sick leave, entitlement or any other allotment of excused leave from work.

**DEATH IN THE FAMILY**

**Section A15.7.8**

An employee may be absent from work due to death in his or her immediate family for a period the employee feels is reasonable and warranted, but not to exceed three (3) scheduled work days.

NOTE: "Immediate family" shall be understood to mean:

- Employee's parent(s) or step-parent(s)
- An individual for whom the employee has assumed the rights, duties and responsibilities of a parent
- Employee's child(ren) or step-child(ren)
- Employee's brother(s) or step-brother(s)
- Employee's sister(s) or step-sister(s)
- Spouse
- Employee's grandparent(s) or great-grandparent(s)
- Employee's grandchild(ren) or great-grandchild(ren)
- Others living in the same household with employee
- Current mother-in-law and current father-in-law
- Same-sex domestic partners and their parents

In addition, employees may use their time off entitlements or be excused without pay, but such additional time shall not ordinarily exceed two (2) days.

Any payments under this Section shall be at the employee's Basic Wage rate.

**JURY DUTY**

**Section A15.7.9**

An employee shall be paid at the Basic Wage rate for all or any part of his or her scheduled tour for absence due to jury duty. Such paid time will not be considered actual work time. An employee working evening or night tours will be rescheduled to day tours at his or her request during the period they are required to be absent because of jury duty. The Company, at its discretion, may request appropriate documentation of absence due to jury duty.

When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact his or her manager for a work assignment.

## ARTICLE A15.8

### BENEFITS

**Section A15.8.1** All Regular employees shall be eligible to participate in the plans as identified in this Article. Except as noted below, such participation shall be in accordance with the written terms of such plans, including any amendments to such plans, which may be made during the term of this Agreement. Unless expressly stated as different, the Plan terms to which these employees are eligible will be the CWA – Qwest Corporation bargained for Plan.

#### **Eligibility Rules:**

Immediate Coverage subject to applicable contributions as outlined below:

Regular employees transferred from Qwest Corporation, /Communications Workers of America (CWA) Agreement

Coverage after thirty (30) days Term of Employment: (Subject to applicable employee contributions for Healthcare as outlined below)

#### **Health Plan**

Effective, January 1, 2014, or as soon as practical thereafter following the ratification of the 2012 Qwest/CWA Agreement, the Company proposes that all represented employees covered under this Collective Bargaining Agreement who are eligible to participate in the CenturyLink Health Care Plan shall do so at the applicable bi-weekly employee contribution rate for Medical, Basic or Enhanced Dental, and Vision coverage. The Company will provide a healthcare adjustment to offset the bi-weekly medical premiums for 2014 through 2016 for employees who elect medical benefit coverage under the CenturyLink Health Care Plan. The healthcare adjustment will vary by salary tier, coverage category and medical benefit option. Employees will pay the Net Medical, Dental and Vision contributions, as applicable, based on employees' elections.

Represented employees, who have an Equivalent Work Week (EWW) of thirty (30) hours or more, as established pursuant to the provisions of Article 18, shall be eligible to participate in the CenturyLink Health Care Plan at the same applicable bi-weekly employee premium contributions offered to Regular Full-Time employees.

Represented employees, who have an Equivalent Work Week (EWW) of more than twenty (20) hours but less than thirty (30) hours, as established pursuant to the provisions of Article 18, shall be eligible to participate in the Health Care Plan (medical, dental and vision) at premium contribution rates equivalent to one-hundred fifty percent (150%) of a Regular Full-Time employee.

**Eligible Plans:**

HealthCare Plan

Dental Plan

Prescription Plan

Vision Care Plan

Long Term Disability Plan

Pension Plan

Short Term Disability Plan

Life Insurance

Supplemental and Dependent Life Insurance

Telephone Concession Service

Adoption Assistance

CenturyLink Union 401K Savings -  
Plan

Agent Services employees will  
participate at the same level as  
proposed in Addendum 10

PATHWAYS -

Regular Part-Time employees  
with a minimum of three (3)months  
Term of Employment will be eligible  
to participate in PATHWAYS

## ARTICLE A15.9

### POST AND BID PROCESS

#### APPLICATION PROCESS

**Section A15.9.1** Eligible employees may seek a transfer to any job within Qwest that they may qualify for regardless of title or location of the job. Agent Services employees may submit unlimited self-nomination requests. The following provisions will also apply:

- (a) The Company will provide paid time to inform and train employees on the Post and Bid Process, as they become eligible.
- (b) Employees who elect to participate in the Post and Bid Process will do so on their own time with no payment of regular or overtime wage by the Company. This includes resume preparation, profile building and Company intranet access.
- (c) Employees who are subject to layoff in accordance to Article 11, will be provided paid time, within reason, for resume preparation and profile building.

#### SELECTION PROCESS

**Section A15.9.2** In the selection of employees for posted positions, the Company will adhere to the principle that Term of Employment (TOE) will govern if all other qualifications of the individuals considered are determined to be substantially equal. The selection process will be modified during a force adjustment as outlined in Article 19 for employees covered under the Qwest/CWA Agreement.

#### ELIGIBILITY REQUIREMENTS

**Section A15.9.3** An employee meets eligibility requirements provided the employee:

- (a) Is classified on the payroll as Regular Full-Time or Regular Part-Time.
- (b) Meets time-in-title requirements. Customer Assistance Agent shall have a minimum of twelve (12) months time-in-title in his/her current job assignment. The Customer Care Specialist shall have a minimum of eighteen (18) months time-in-title in his/her current job assignment.
- (c) Has satisfactory performance, including attendance in his/her current job assignment.

Employees who are placed into a lower rated position covered by the Agent Services Agreement, including placements via Article 19 of the Qwest/CWA

collective bargaining agreement, shall have their time-in-title requirements reduced by fifty percent (50%) or one-half (1/2) following placement into the new position. In individual situations that may warrant different treatment, local management and union may jointly sponsor a request for a waiver or reduction in time-in-title. The request will be forwarded to the Company Bargaining Agent for consideration and approval.

Employees who are placed in a lower rated position as a result of a medical restriction shall have their time-in-title requirements reduced by fifty percent (50%) or one-half (1/2) following placement into the new position.

## **PART-TIME PROVISIONS**

**Section A15.9.4** Agent Services employees may request to change their classification from Regular Full-Time to Regular Part-Time as well as from Regular Part-Time to Regular Full-Time by making such a request in writing to their Local manager. The process used to make such a request will be determined locally and will be handled outside of the Post and Bid Process. The request to change their classification will be reviewed by the Organization and if business needs allow, will be granted on a first come basis.

Satisfactory performance, including attendance, is required before a request to change an employee classification will be accepted for review by the Organization. Full-Time employees who request to change their classification to Part-Time but do not meet satisfactory performance including attendance may be reviewed by the Organization on a case-by-case basis.

## **RELEASE PROVISIONS**

**Section A15.9.5** When an employee is selected for a position through the Post and Bid Process, the sending organization will release the employee within thirty (30) calendar days. The sending Organization may establish a "cap" on the number of employees that can be released to other assignments should business needs arise. The Organization will review its situation with the Bargaining Agents prior to any cap being established.

## **RETREAT PROVISIONS**

**Section A15.9.6** Management and employee initiated retreat rights apply to moves through the Post and Bid Process. The time frame for either management initiated or employee initiated retreats will be sixty (60) calendar days following the placement in the new job or after formal classroom training. Employee initiated retreats are subject to available openings with the employee being placed in the next available open position. The Company and Union Bargaining Agents may extend the time frame for employee or management initiated retreat requests with mutual agreement.

## ARTICLE A15.10

### MEDICAL RESTRICTIONS

#### TREATMENT OF MEDICALLY RESTRICTED

##### EMPLOYEES

**Section A15.10.1** An employee who is unable to perform the functions determined as essential by the Company of his or her regular job as a result of an on-the-job accidental injury (as defined in the Disability Plan) or an illness, physical or mental limitation, or off-the-job injury, will be considered for a position of equal or lower status and pay.

#### MEDICAL RESTRICTION OF LESS THAN ONE HUNDRED-EIGHTY (180) CALENDAR DAYS

##### DURATION

**Section A15.10.2** If CenturyLink Disability Services (CDS) has determined the employee can return to work with a medical restriction of one hundred eighty (180) calendar days or less, the employee shall remain in the present job title and receive the present paid rate.

#### MEDICAL RESTRICTION OF MORE THAN ONE HUNDRED-EIGHTY (180) CALENDAR DAYS

##### DURATION

**Section A15.10.3** If the employee provides documentation to CDS indicating the medical restrictions (or consecutive restrictions) are expected to or do, in fact, last longer than one hundred eighty (180) calendar days and if the employee can perform his or her regular job with reasonable accommodation, the employee shall remain in the present job title and receive the present paid rate.

If the employee whose restriction (or consecutive restrictions) are expected to or do, in fact, last longer than one hundred eighty (180) calendar days, and the employee cannot perform the functions determined by the Company as essential of his or her regular job with reasonable accommodation, an assessment to assist in determining the abilities of the employee may be conducted at the request of the employee, or as described in Section 10.4.

If there is disagreement about medical restrictions, an assessment as described in Section 10.4 may occur.

#### ASSESSMENT OF ABILITIES EVALUATION

**Section A15.10.4** To assist in determining the abilities of an employee with a medical restriction of over one hundred eighty (180) calendar days, an assessment will be conducted at the request of the employee or the local union

(if the employee concurs) or at the initiation of the Company. The employee must participate in this evaluation. The assessment tool, which may include but not be limited to, a Functional Capacity Evaluation, Independent Medical Evaluation, and/or Cognitive Testing, will be determined by QDS based on the employee's condition and diagnosis. This assessment will determine the employee's ability to remain in his/her current job or another job within the Company with or without reasonable accommodation, and will occur within thirty (30) days of the determination of the permanent restriction or as soon as the evaluation can be scheduled. Utilization of the assessment tool will not alter the job search process as outlined in Section 10.6.

## **INDEPENDENT MEDICAL EVALUATION**

**Section A15.10.5** Following is the position to be taken regarding the option of obtaining an Independent Medical Evaluation (IME). A demotion or termination handled under the provisions of Article A15.12 which results from the imposition of a medical restriction, shall not be subject to arbitration. If a dispute arises concerning either the length or the scope of the medical restriction, and the employee so requests or the local union requests (if the employee concurs), QDS will consult with the employee's personal physician concerning the length and scope of the restriction. If they are unable to agree, the matter will be referred to a mutually acceptable physician (in accordance with the administrative guidelines in place regarding this process) who is knowledgeable in occupational safety and health matters who shall be afforded the opportunity to review the pertinent medical data, to review the requirements of the work place, and to examine the employee. An agreement with the independent physician will ensure that the results of the examinations will be received by the Company and the Union within fifteen (15) calendar days of the examination. Both the Company and the Union will comply with the decision of this physician as to the proper length and scope of the restriction.

## **JOB SEARCH PROCESS**

**Section A15.10.6** The job search process will proceed from the date of the determination that the employee cannot perform his/her duties and cannot be accommodated in his/her current job. The job search process will last for sixty (60) calendar days.

The Company will assign the employee to a job for which he or she meets basic qualifications, as determined by the Company, which satisfies the employee's medical restriction, if such a job is available as specified in (b) below.

- a) Activities as outlined in (b) and (c) below will take place during the time frame the assessment of abilities evaluation is being conducted.
- b) The Organization will assign the employee to any job vacancy of equal status and pay, in that Organization, in the town or city in which the employee is assigned. If an employee is physically able to work with a medically imposed work restriction that can be accommodated and



there is an available job the employee is qualified to perform as described above, the employee will be placed in that job.

- c) If there is no job vacancy as described above, the employee may file unlimited transfer requests through the appropriate provisions for placing transfer requests, as described in Article 9. If the employee refuses to accept a job which is an upgrade for which they have filed a request and which has been offered, the employee will be terminated.
- d) If the employee is offered and accepts a lower rated job because of his/her medical restriction, the appropriate title and wage schedule for that job shall be assigned. Any subsequent progressions or contractual wage adjustments shall be administered based on the lower rated wage schedule.
- e) If the job search is unsuccessful, the Company will terminate employment.

## **TRANSITION ALLOWANCE**

**Section A15.10.7** Employees who are separated from the payroll as a result of a medical restriction under the provisions of this Article shall be paid a transition allowance according to the following schedule:

<b>Term of Employment</b>	<b>Amount of Allowance</b>
Less than One (1) Year	No payment
One (1) Year but less than Ten (10) Years	Four (4) weeks Basic Wage rate
Ten (10) Years but less than Twenty (20) Years	Six (6) weeks Basic Wage rate
Twenty Years or More	Eight (8) weeks Basic Wage rate

This payment shall be made in a lump sum within sixty (60) calendar days following the employee's separation from the payroll.

## **BENEFITS**

### **Section A15.10.8**

- a) Employees separated under this article who are not eligible for a service pension and whose employment is terminated as a result of a medical restriction shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans or successor plans, as follows:

To exercise any of the following options, the employee must complete and return the COBRA Election Form, contained within the COBRA

packet sent to the employee following separation, within sixty (60) calendar days of receipt.

- i. An employee with less than one (1) year of TOE, who is eligible for coverage at the time of separation, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.
- ii. An employee whose TOE is at least one (1) year, will be eligible for coverage, at the Company's subsidized rate for active employees, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If, during the period of any extended medical/dental/vision coverage, as described above, the plans are changed for employees who remain on payroll, the same changes will be applied to persons participating in this extended coverage program.

- b) Employees whose TOE is six (6) months or greater who are separated under this Article shall be eligible to participate in PATHWAYS for Separated Employees Program for a period not to exceed thirty-six (36) consecutive months from the date following separation.

PATHWAYS for Separate Employees shall not reimburse more than ten thousand five hundred dollars (\$10,500) with a maximum of five thousand two hundred fifty (\$5,250) per twelve month period to include tuition, feed, books, personal development and applicable taxes.

Applicable taxes are withheld from PATHWAYS reimbursements.

## ARTICLE A15.11

### FORCE REDUCTION

#### REDUCTION OF WORK HOURS

**Section A15.11.1** In the event that the Company determines that an apparently temporary situation has caused an insufficiency of work for assignment of normal work schedules of an employee or employees at a particular location or locations, the Company, after discussion with the Union, may assign the employee or employees to work a reduced number of hours per week or may place the employee or employees on a leave status.

#### FOLLOW THE WORK

**Section A15.11.2** When work of a force reduction group(s) is being transferred to another location, the Company shall offer employees in the affected group(s) the opportunity to transfer to the work group(s) in the receiving location where there are openings to be filled. Such transfers shall not create a force reduction in the same title and function in the receiving location. Employees who elect to Follow the Work shall be reassigned prior to employees who are placed under the Post and Bid Process, Medical Restriction and Recall Rights of former employees.

#### REASSIGNMENT PAY PROTECTION ALLOWANCE (RPPA)

**Section A15.11.3** If an employee accepts an assignment outside the bargaining unit where the current rate of pay (hourly equivalent) of the new position is less than the current rate of pay (hourly equivalent) of the employee's regular position (excluding lateral zone adjustments, if any), the employee will be paid the difference between their current rate (hourly equivalent) and the rate (hourly equivalent) of the new position in bi-weekly payments based on the employee's TOE at the time of the assignment in accordance with the following table:

#### TOTAL AMOUNT OF ALLOWANCE PAY

Term of Employment	Period of Payment
0 but less than 7 years	26 weeks
7 but less than 15 years	52 weeks
15+ years	78 weeks

If an employee is subsequently downgraded through another force reduction he/she will be entitled to a second RPPA which will run concurrently with the remainder of the first RPPA period.

RPPA will be subject to recalculation if a subsequent promotion occurs within the Company due to a subsequent force reduction.

RPPA will be discontinued upon regular movement through the Post and Bid Process.

**RELOCATION**

**Section A15.11.4** An employee in the affected group(s) who elects to follow the work to a new location, or who accepts a position through the Post & Bid Process as a result of a force reduction, may be eligible for reimbursement for the cost of moving. Eligibility criteria to receive such payment includes: a) employee has more than one (1) year of TOE; b) must travel more than fifty (50) miles further to the new work location from his/her residence than to the existing work location; and, c) as a result, elects to relocate.

Relocation is defined as establishing a residence by signing a lease and/or rental agreement or purchasing a home in the new location.

Eligible employees who elect to relocate shall receive a lump sum payment for the cost of moving, according to the following schedule:

Homeowner:	
a) with sale of home:	\$7,500
b) without sale of home:	\$3,000
Renter:	
	\$3,000

Relocation lump sum payment shall be made no earlier than forty-five (45) days prior to the effective date the employee reports to the new work location. The Company will gross-up the relocation lump sum payment at a flat amount and shall not be based upon individual withholding tables.

Employees who elect to relocate under this Article shall provide to the Company required documentation of lease and/or rental agreement or purchase agreement; or invoice or payment for moving of household goods within sixty (60) calendar days of the employee's relocation to fulfill proof of established residency. Employees who elect to sell their home shall have up to one (1) year to complete their move to the new location and provide to the Company documentation to fulfill proof of established residency.

If an employee subsequently does not: a) relocate; b) fails to provide required proof of established residency within the required timeframe; and/or c) fails to provide required documentation, as requested by the Company; all previously paid relocation payments must be repaid to the Company.

The Company shall provide employees who elect to relocate up to a maximum of three (3) days without loss of pay for such activities as locating a new residence, packing or unpacking and traveling to the new work location

**LAYOFF**

**Section A15.11.5** In the event that the Company determines that there is not enough work to justify the continued employment of any employee(s), the Company will advise the affected employee(s), and the Union, with a minimum of sixty (60) calendar days notice prior to the effective layoff date of the individual or individuals.

In the event that there are two or more employees in the same job title who perform substantially the same job functions, the layoff of employees will normally be in the reverse order of the employees' Term of Employment with the Company; provided that the employee or employees who would remain are fully qualified to perform the work available or expected to be available. In the event the Company does not lay off employees under this Article in the reverse order of seniority, the Company shall so notify the Union and offer to explain the business reasons supporting its actions.

Employees who are laid off pursuant to this Article will be paid a layoff allowance based upon the employee's Term of Employment with the Company, as follows:

One thousand one hundred dollars (\$1,100) for each year of TOE (prorated for any partial year of service) to a maximum of twenty-six thousand four hundred dollars (\$26,400), but in no event to exceed twice the base annual salary plus applicable differentials.

## **BENEFITS**

**Section A15.11.6** Employees who are laid off under this Article shall receive layoff allowance, extended medical/dental and vision benefits, and education benefits in accordance with the following:

- a) A lump sum payment to be made within sixty (60) calendar days after the employee has left the service of the Company. In the event an employee has received a layoff allowance and is re-employed as a Regular employee by any Centurylink entity, he/she will repay the difference between (a) the lump-sum paid; and (b) the amount the employee would have received between the date of separation and the date of re-engagement if the layoff allowance payment had been paid out using a bi-weekly payment method. Repayment of this amount shall be made at the time of re-employment or, if deemed appropriate by the Company, through the terms of the current Company Payroll Policy.
- b) Regular employees who are not eligible for a service pension and whose employment is terminated as a result of a layoff shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans or successor plans, as follows:

To exercise any of the following options, the employee must complete and return the COBRA Election Form, contained within the COBRA packet sent to the employee following separation, within sixty (60) calendar days of receipt.

1. An employee with less than one (1) year of TOE, who is eligible for coverage at the time of layoff, may elect to continue such coverage, at the employee's expense, for a period of

eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.

2. An employee whose TOE is at least one (1) year, will be eligible for coverage, the Company's subsidized rate for active employees, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If, during the period of any extended medical/dental/vision coverage, as described above, the plans are changed for employees who remain on payroll, the same changes will be applied to persons participating in this extended coverage program.

- c) Employees whose TOE is six (6) months or greater who are separated under this Article shall be eligible to participate in PATHWAYS for Separated Employees Program for a period not to exceed thirty-six (36) consecutive months from the date following separation.

PATHWAYS for Separated Employees shall not reimburse more than ten thousand five hundred dollars (\$10,500) with a maximum of five thousand two hundred fifty (\$5,250) per twelve (12) month period to include tuition, fees, books, personal development and applicable taxes.

Applicable taxes are withheld from PATHWAYS reimbursements.

## **LEAVE OF ABSENCE PENDING SERVICE PENSION ELIGIBILITY**

**Section A15.11.7** Eligible employees who may be subject to layoff, in lieu of any layoff allowance under Section 11.2, shall have the ability to take a Leave of Absence Pending Service Pension Eligibility under the provisions as set forth in Addendum 6, Leaves of Absence.

## **RECALL RIGHTS**

**Section A15.11.8** Regular employees laid off under the provisions of this Article shall be recalled in order of TOE for Regular Part-Time or Regular Full-Time job vacancies within the same title and location where the layoff occurred provided:

- a) The employee has not been laid off more than two (2) years;
- b) The employee is able to perform the essential functions of the job, (e.g., he/she would not be entitled to recall if a medical restriction prevent him/her from performing those functions);

- c) The employee successfully completes all applicable pre-placement screens, (i.e., drug test, background check);
- d) The employee has submitted a self-nomination request through the post and bid process for the posted job in the same location from which the layoff occurred.

If an employee was on a step of discipline at the time of layoff, the employee will not be eligible for recall.

When an employee accepts a recall offer, the Company has fulfilled its recall obligation. An employee, who accepts a recall offer subsequently resigns, fails training or is terminated from employment, will no longer have recall rights. An employee who declines a recall offer of employment will no longer have recall rights.

Failure to report to duty on a start date no less than seven (7) calendar days from the final job offer date constitutes declination or forfeiture of all recall rights.

## **LAYOFFS NOT CONSTITUTING A BREAK IN SERVICE**

**Section A15.11.9** When an employee is laid off under the provisions of this Article, and such employee is re-employed as a Regular employee within a two (2) year period from date of layoff, previous TOE will be credited as follows:

- a) Previous TOE, including the period of layoff, will immediately be credited upon re-employment providing the period was six (6) months or less after the date of layoff;

OR

- b) Previous TOE will be restored upon re-employment, but TOE is not credited for any portion of the layoff, providing the period of layoff exceeds six (6) months but within two (2) years after the date of layoff.

**NOTE:** If an employee returns to work within two (2) years of the layoff under any classification other than Regular or Regular Term, the layoff bridge rule will be applied if the employee, without interruption in service, is later reclassified as a Regular or Regular Term employee.

## ARTICLE A15.12

### DISPUTE RESOLUTION PROCESS

#### STEP 1 - PROBLEM SOLVING

**Section A15.12.1** The employee and/or his/her Union Representative shall discuss the dispute with the local manager. Both parties agree the goal of the Dispute Resolution Process is to solve the majority of issues at this level. All employees shall be subject to termination without appeal to Step 2 through the Dispute Resolution Process for the first three (3) months (520 hours worked) after completion of formal training. The Company will review with the Union Representative the reasons for dismissal and why the employee was considered unsatisfactory.

The following time frames will apply to this process:

- a) Problem solving meeting within thirty (30) calendar days of occurrence.
- b) Problem solving response within fourteen (14) calendar days of the meeting.
- c) Forward issue(s) unresolved above to Step 2 within fourteen (14) days of problem solving response.

#### STEP 2

**Section A15.12.2** If resolution is not possible at the Problem Solving step, the issue will be brought forward to Step 2 by the CWA Staff Representative for timely resolution with a Labor Relations representative. Such appeal must include the specific alleged contractual violation and Union proposed resolution.

The following time frames will apply to this process:

- a) The Step 2 meeting will be scheduled within thirty (30) calendar days of receipt of the appeal.
- b) The Company's response is due within fourteen (14) calendar days of the meeting.
- c) The Union will have fourteen (14) calendar days to appeal, reject or accept the Company's response.

#### ARBITRATION/MEDIATION

**Section A15.12.3** If the issue is not resolved at the previous step, the Union and Company Bargaining Agents will review the issue. After review, the issue may be forwarded for arbitration/mediation, or any other dispute resolution process as agreed to by the Bargaining Agents, excluding the following:



- (a) A terminated employee who has less than twelve (12) months Term of Employment, (TOE); or
- (b) A demotion or termination under Article 10, Medical Restrictions; or
- (c) Article 14, Incentive and Recognition Programs; or
- (d) Letter of Agreement, Customer Service Quality (CSQ) Bonus Plan dated August 1, 2004.

Under no circumstances shall the Company be liable for back pay for more than twelve (12) months after the date of the disciplinary action giving rise to the grievance. Back pay will be calculated and paid at the Basic Wage rate.

## **ARTICLE A15.13**

### **CUSTOMER SERVICE ASSURANCE**

**Section A15.13.1** The coaching and development of employees to be successful and deliver superior customer service is an important mission for both Communications Workers of America and Qwest. Some of the tools available to assist in employee development are call monitoring and observing. The primary use of these tools is to promote an employee's development while insuring a superior customer experience. An employee's development is maximized when they receive a combination of positive reinforcement and constructive feedback outlining areas needing improvement. The following principles shall govern the use of call monitoring and observing in the development of employees:

- Any call has the potential to be monitored and/or observed.
- An employee's immediate supervisor or coach has direct responsibility to evaluate and develop the employees that report to them.
- Customer feedback shall be provided to employees as soon as practical.

The Company reserves the ability to monitor and observe employee performance. The employee may choose either remote or side-by-side monitoring.

Specific Customer/Client service/quality requirements and data collection will be reviewed with the Bargaining Agents, but will not be used for purposes other than training.

## ARTICLE A15.14

### INCENTIVE AND RECOGNITION PROGRAMS

**Article A15.14.1** The Company and the Union agree that individual and team contributions to the Company's overall business strategies may be encouraged and rewarded through incentive and recognition programs subject to the following provisions:

- a) The Programs will be used with those employees who, in their regular job activities, have an opportunity to directly contribute to the Company's revenues or to positively and directly affect the perception of the Company in the marketplace.
- b) Prior to the commencement of each Program, the Company will discuss the nature of the Program with the Union.
- c) All such Programs will be fairly and equitably designed, implemented and administered.

## ARTICLE A15.15

### UNION COMPANY RELATIONSHIP

#### AGENCY SHOP

**Section A15.15.1** Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to a member, for this period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Agreement and subject to state law. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit.

The condition of employment specified above shall not apply during periods of "formal separation\*" from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his or her return to the bargaining unit.

\*The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

## **PAYROLL DEDUCTION OF DUES**

**Section A15.15.2** The Company agrees that, upon receipt of an individual authorization in a form approved by the Company and authorized by an employee covered by the Agreement, it will deduct monthly from such employee's wages the amount of Union dues specified in such authorization and forward the amount thus deducted to the Secretary-Treasurer of the Union or his or her authorized agent. All such authorizations shall be submitted on and shall be subject to all conditions contained in the Union Dues Deduction Authorization Card.

The Company's obligation to deduct union dues or agency fees shall not survive the expiration or termination of this Agreement, except for a period of one-hundred twenty (120) days past the original expiration. Upon expiration of the one-hundred twenty (120) day period, and following personal notice from the Company's CEO to CWA's National President of the Company's intent, the Company may discontinue the payroll dues or agency fee deductions, without negotiation, by providing the Union with ninety (90) days written notice. Discontinuance of payroll deduction of union dues or agency fees shall take effect the first payroll period following the ninety (90) day notice. Notwithstanding the foregoing general provision, to the extent that union members are engaged in a strike, sympathy strike, work stoppage, slowdown, refusals to work overtime or other activities resulting in an interruption to the business, the one-hundred twenty (120)-day waiting period and ninety (90) day notice period is null and void and the Company after providing the union a forty-eight hour opportunity to cause the cessation of such activity, may, at its sole discretion, and without negotiation, immediately discontinue the payroll deduction of union dues or agency fees, until the parties have successfully negotiated a successor Agreement which offers employees a check off option.

## **EXCUSED TIME PAID – DISPUTE RESOLUTION MEETINGS AND UNION-MANAGEMENT MEETINGS**

**Section A15.15.3** Union representatives shall be paid at their Basic Wage rate for time spent in Dispute Resolution meetings with the Company at the local level, as specified in Article 12, or other meetings held at the Company's request dealing with the relationship between the Company and Union.

## **EXCUSED NON-PAID TIME**

**Section A15.15.4** Unless otherwise prevented by the needs of the business, the Company shall grant authorized Union representatives (except full-time representatives of the Union) unpaid time off to handle Union business. Unpaid time off will be limited to a maximum of three hundred (300) hours annually for Union representatives, unless he/she is an elected Local Union officer. Local Union officers will be limited to a maximum of six hundred fifty (650) hours annually to handle Union business. Any Union representative or elected officer who exceeds the denoted limit may apply for a Union Leave of Absence. They will not be granted any additional non-paid time off for Union business for the remainder of the calendar year absent the request for a Union

Leave of Absence. Any exceptions to these provisions must be approved in advance by both the Company and Union Bargaining Agents.

## **REQUEST FOR NON-PAID TIME OFF FOR UNION BUSINESS**

**Section A15.15.5** Authorized Union representatives shall submit their requests in writing a minimum of one (1) week in advance of the requested time off to an appropriate management representative or some other notification process, as agreed to between the Local Union representative and appropriate Company manager. Time off shall be granted unless business needs or service requirements prevent granting the time off. The Union representative will be notified as soon as practical whether the time off is approved or denied.

## **UNION ACTIVITIES ON COMPANY PREMISES**

**Section A15.15.6** Communications Workers of America (CWA) Union Representatives or members may solicit members and carry on similar Union activity outside of working periods in space where no Company operations or administrative work is performed. Any such activities shall be carried on in such a manner as not to interfere with the rights of an individual employee. Neither the Union, its officers, its members or agents will engage in Union activities including the solicitation of non-members to become members of the Union, in locations where the Company operations or administrative work is being performed.

When an employee reports to a new work group, the local union representative shall be introduced, if present in the group, or, if not present, the name of the employee new to the work group shall be given to the Local Union representative. The Company shall grant time to the Local Union representative and the new employee, ordinarily not to exceed thirty (30) minutes, for the purpose of furnishing the new employee with information about the Union. Time spent during the scheduled work period for each employee will be considered time worked.

## **BULLETIN BOARDS**

**Section A15.15.7** Union bulletin boards shall be placed, without charge for rental space, in type, number, and location, with due regard to visibility and accessibility to the employees, as mutually agreed to between the appropriate Local Union and Company representative.

Material posted shall contain only factual information and shall not contain derogatory statements concerning the Company or its individual directors, officers, managers or employees, or contain material likely to be considered offensive by customers or clients who may be visiting or conducting business with the Company. Material, which in the opinion of Management, is not in conformity with the above or violates applicable legal standards under federal and/or state discrimination (EEO) laws shall be called to the attention of a Local Union representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on bulletin boards shall bear a signature and title of an authorized Union representative.

**Section A15.15.8** Neither the Company nor the Union shall unlawfully discriminate against any employee.

It is mutually agreed that neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee for exercising his or her right to join or assist or refrain from joining or assisting any labor organization.

The Company agrees that membership in the Union or any lawful activity on behalf of the Union will not interfere with an employee's advancement in the Company or continuity of employment.

## **ARTICLE A15.16**

### **COMPLIANCE WITH LAW**

**Section A15.16.1** In the event any law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Agreement, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order, or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

**A15.ADDENDUM 1**

**WAGE SCHEDULES AND ADMINISTRATION**

**Section A15.AD1.1**

**WAGE SCHEDULES**

**CUSTOMER ASSISTANCE AGENT**

<b>PROGRESSION STEP</b>	<b>Hired or Placed into CAA Job Title 9-23-2007 or earlier</b>		
	<b>Effective 10/7/12</b>	<b>Effective 10/4/15</b>	<b>Effective 10/2/16</b>
Start	\$9.90	\$10.00	\$10.10
6 month	\$10.65	\$10.76	\$10.86
12 month	\$11.30	\$11.41	\$11.53
18 month	\$11.85	\$11.97	\$12.09
24 month	\$12.45	\$12.58	\$12.70
30 month	\$13.05	\$13.18	\$13.31
36 month	\$13.70	\$13.84	\$13.98

<b>PROGRESSION STEP</b>	<b>Hired or Placed into CAA Job Title 9-24-2007 or after</b>		
	<b>Effective 10/7/12</b>	<b>Effective 10/4/15</b>	<b>Effective 10/2/16</b>
Start	\$8.80	\$8.90	\$9.00
6 month	\$9.30	\$9.40	\$9.50
12 month	\$9.75	\$9.85	\$9.95
18 month	\$10.25	\$10.35	\$10.45
24 month	\$10.70	\$10.80	\$10.90
30 month	\$11.20	\$11.30	\$11.45
36 month	\$11.65	\$11.75	\$11.90

**Section A15.AD1.2**

**WAGE ADMINISTRATION**

All external hires will be brought in at the start rate, unless the Company determines that group wage credit should be given in a specific job title and geographic location with written notice to the Union in which case external hires will be brought in at the wage step above the start rate based on the group wage credit. When group wage credit is given under this Section, the base wage rate of incumbent employees in the affected job title and geographic location who are on a wage step below that of the wage credit given will be adjusted upward to the same progression step of the wage credit given. The Company will notify the local union in which the wage credit will be given and the dates on which the Company will start and stop using such wage credit.

Employees who meet satisfactory performance standards and transfer into Agent Services via the Post and Bid Process, including transfers due to

medical restrictions, will be brought across at the wage step that closely matches their current wage step. In cases where the current and new wage steps do not coincide, the closest higher wage step of Agent Services Wage Schedule will be used.

Employees whose compensation is partially based on a sales compensation plan typically do not participate in traditional wage step schedules. In such cases, employees who transfer from job titles covered by a sales compensation plan via the Post and Bid Process with TOE less than twelve (12) months will be brought across to the 12 month wage step on the Agent Services Wage Schedule. Employees whose TOE is greater than twelve (12) months will be brought across at the wage step that closely matches their TOE with the progression steps of the Wage Schedule. In cases where the current and new wage steps do not coincide, the closest higher wage step of the Agent Services Wage Schedule will be used.

Employees with unsatisfactory performance who are placed in Agent Services as a result of a force adjustment or surplus will be brought in at the start wage regardless of their current wage step.

Employees who transfer out of Agent Services job titles via the Post and Bid Process, including transfers due to medical restrictions, will be placed at the wage step that closely matches their current hourly or weekly wage rate, unless otherwise stipulated by the Collective Bargaining Agreement of the new job title. In cases where the current and new hourly or weekly wage rates do not coincide, the closest higher wage rate of the new wage schedule will be used.

Employees who are absent in excess of thirty (30) calendar days due to an approved leave of absence shall continue to accrue wage service credit while on the leave. If the approved leave is a Military Leave of Absence, the wage increase shall become effective on the scheduled wage increase date. For all other authorized leaves of absence, the increase shall become effective immediately upon the employee's return from leave of absence status.

## A15.ADDENDUM 2

### PENSION BANDS

#### PENSION PLAN

Effective August 17, 2008

Customer Assistant Agent

Band	99
Band Rate	32.52

Customer Care Specialist

Band	101
Band Rate	35.41

All employees will be given the option to receive their pension benefit in a lump sum payment. The lump sum will be calculated using the same method used to calculate lump sum payments under the Old Management Formula as defined in the Pension Plan in effect.

Employees covered by this Addendum hired after December 31, 2008, shall participate in the Account Balance Formula on the same basis as employees covered in the Qwest/CWA collective bargaining agreement.



**A15.ADDENDUM 3**  
**LETTERS OF AGREEMENT**

October 7, 2012

Reed W. Roberts

Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111

## **RE: AGENT SERVICES LANGUAGE DIFFERENTIAL**

Dear Reed:

Due to an increasing need to provide Operator and Directory Assistance Services to customers who do not utilize English as their first language, Agent Services recognizes the necessity to hire, train, and retain the employees that are fluent in both English and non-English languages.

The organization proposes to establish a language differential for the Agreement between Agent Services and Communications Workers of America.

The details of the Language Differential are as follows:

**Section 1.1** Employees whose work assignments require the use of bilingual/multilingual skills shall be paid a Language Differential of \$1.00 per hour for all time actually worked in a bilingual work assignment. Time worked greater than ten (10) minutes but equal or less than fifty-nine (59) minutes will be rounded to the nearest hour.

**Section 1.2** Employees must pass a "certification demonstration" for proficiency of linguistic skills, as defined by the Company, to be qualified for bilingual work assignments. The Company, at its discretion, may require re-testing or re-certification for proficiency of linguistic skills for continuance of bilingual work assignments.

**Section 1.3** Employees may be hired/retained exclusively for bilingual work assignments.

**Section 1.4** Coaching, development, and performance management evaluations may include assessment of English and bilingual/multilingual call handling. Coaching, development, and performance management evaluations may be remote, side-by-side, and/or test call(s).

**Section 1.5** Scheduling of bilingual work assignments will occur by seniority among qualified employees within the bilingual work group, as defined by the Company, with consideration for employee preferences. The Company may schedule qualified employees from other work groups bilingual work assignments, in accordance with Sections 1.1 and 1.2, in the event the needs of the business require additional or partial work tours beyond those available and scheduled to employees in the bilingual work group(s).

**Section 1.6** Bilingual work assignments may be reduced or discontinued at any time based on the needs of the business. In the event the Company determines that a temporary business situation has caused an insufficiency of bilingual work for assignment(s), the Company may assign employee(s) to English-only work group(s). Upon reassignment, no Language Differential shall be paid.

**Section 1.7** The Language Differential will be added to the Basic Wage rate along with any other applicable differential payment(s).

This Letter of Agreement shall remain in effect through the life of the 2012 Agreement between Qwest Corporation and Communications Workers of America.

Sincerely,

Michael G. Lynch  
Director-Labor Relations

Concurred: Reed W. Roberts  
Communications Workers of  
America

1801 California Room 1210  
Denver, Colorado 80202

Office (303) 896-3767  
FAX (303) 896-5786  
Pager 800 946-4646 PIN 145-8823

Michael G. Lynch  
Senior Director – Planning & Operations Support  
Customer Care – Small Business & Consumer Markets

March 15, 2001

Annie Hill  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Englewood, Colorado 80111

Pat Chandler  
Labor Relations Manager  
4643 South Ulster Street Room 1180  
Denver, Colorado 80237

RE: UNION REPRESENTATION FOR AGENT  
SERVICES EMPLOYEES

Dear Annie & Pat:

This purpose of this letter is to provide an understanding when an employee covered under the Agreement between Agent Services and Communications Workers of America desires to have a union steward present during a meeting with management. An employee has a right to a union representative, upon request, in investigatory interviews, and when discipline is being administered.

An investigatory interview occurs when a manager questions an employee about his or her conduct or performance. In this circumstance, if the employee has a reasonable belief that disciplinary action may result from the interview, he or she has the right to have a union representative present upon request.

Disciplinary action is when an employee is not meeting standards, or complying with Company policy, and correction action is taken, as outlined in the Company's policy, "Occupational Employee Performance Corporate Compliance Plan."

There is no contractual or legal entitlement for an employee to have a union representative present any time he or she meets with management. Therefore, when meeting with an employee, it is imperative for a manager to clearly state the purpose of the discussion.

Periodic performance reviews are an important part of employee development and sustained productivity. If, during one of these discussions, the manager questions an employee about his or her conduct or performance, and the employee has reasonable belief that disciplinary action may result from the interview, he or she has a right to a union representative upon request. However, there is no entitlement to union representation if the stated intent is not to take disciplinary action as a result of information gained from this meeting.

<b>Examples of Manager – Employee Meeting</b>	<b>Employee Entitled to Union Representation</b>
Employee orientation on Company policies and/or workgroup standards.	No
Performance review – employee meeting standards, with no supervisory reference made to Occupational Employee Performance Corporate Compliance Plan.	No
Performance review – employee meeting standards, possible Occupational Employee Performance Corporate Compliance Plan disciplinary action discussed, no documentation recorded in personnel file and the discussion will not be relied upon should disciplinary action become an issue in the future.	No
Performance review – employee meeting standards, possible Occupational Employee Performance Corporate Compliance Plan disciplinary action discussed, documentation is recorded in personnel file.	Yes
Performance review – employee not meeting standards, Occupational Employee Performance Corporate Compliance Plan disciplinary action discussed or applied, documentation is recorded in personnel file.	Yes
Discussion with employee to advise that, based on an alleged violation of Company policy, he or she is being sent home, suspended without pay, pending further investigation.	Yes

The Occupational Employee Performance Corporate Compliance Plan is a Company policy, and like others, should be covered with all employees annually. This coverage is the Orientation phase of the Occupational Employee Performance Corporate Compliance Plan. Therefore, it meets the just cause criteria that employees know the consequences of poor performance. This coverage is not a disciplinary action and does not require union representation. It is an informational coverage with no current negative consequences for an individual employee.

Development plans are appropriate for all employees to ensure continuous improvement. Discussions about these plans are not considered disciplinary. Therefore, union representation is not an entitlement in these sessions as long as management does not refer to potential, future disciplinary action.

Corrective action plans are developed when employees become unsatisfactory, and discipline is administered in accordance with the Occupational Employee Performance Corporate Compliance Plan.

Sincerely,

Mike Lynch

## **ADDENDUM 4**

### **CUSTOMER ASSISTANCE**

#### **SUPPORT CHANNEL**

August 1, 1999

Ms. Annie Hill, Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Englewood, CO 80111

RE: Scope of the Agreement

Dear Ms. Hill:

The Agent Services segment of Operator & Information Services was created to address the impact of market erosion and provide an avenue for Qwest to compete more effectively in the market place for call center services/operator services.

The Agent Services Agreement encompasses the work functions of call attendant services which include: operator services; directory assistance services; intercept, call routing and assistance services; company switchboard/employee locator services; and the evolution of such work functions. These work functions will be performed by the Customer Assistance Agent title. As customer needs change and customer care support services grow, additional work functions and/or job titles may be included and will be agreed to by the Company and Union Bargaining Agents.

The Company and Union agree the use of the Agent Services Agreement is intended for ongoing business opportunities, to attract and win new or previously lost business; and/or retain our existing customer base served by Qwest. Due to the competitive nature of the call attendant services/operator services industry, efforts needed to protect and/or retain existing business; and/or as an alternative to contracting of work, may result in work functions formerly performed by other titles and/or under other agreements to be performed by employees of Agent Services.

Nothing in this Agreement grants the Company the right to transfer any of these functions from any other Qwest Corporation bargaining unit to Agent Services, if such work is currently being performed by existing employees of Qwest and does not meet the conditions stated herein without agreement of both the Company and Union Bargaining Agents.

Sincerely,

Stephanie E. Miles  
Labor Relations Manager  
Qwest

Concurred:  
Annie Hill  
Assistant to the Vice President  
Communications Workers of America



## **A15.ADDENDUM 5**

### **LEAVES OF ABSENCE**

**Section A15.AD5.1** The granting of a leave of absence in excess of thirty (30) calendar days does not guarantee that an employee will be given a position at the expiration of the leave unless so agreed at the time the leave is granted and so shown on the leave of absence form.

### **FAMILY MEDICAL LEAVE ACT OPTIONS**

**Section A15.AD5.2** Other than absence under Short Term Disability Plan, time off taken under the rules and guidelines of the Family and Medical Leave Act ("FMLA") shall fall into the following categories:

- a) **Illness Leave**  
Employees on an illness leave shall use all of their available entitlement time (i.e., vacation, personal days – paid), prior to using excused unpaid time.
  
- b) **Family Care Leave and Care of Newborn, Adopted, or Foster Child Leave**  
Employees on these leaves shall have the option of using either their available entitlement time (i.e., vacation and personal days – paid) or excused unpaid time.

The Company and Union will discuss the impact of any changes in the FMLA rules and guidelines that occur during the life of the Agreement.

### **MILITARY LEAVES OF ABSENCE**

**Section A15.AD5.3** The following provisions shall apply to Regular employees who are members of military units:

- a) Employees who are members of the National Guard or Naval Militia, and who are called out for active emergency service, shall be paid for such absence not to exceed thirty (30) days in any one (1) year, at the Basic Wage rate less compensation paid by the Government (State or Federal).
  
- b) A Regular employee who is a member of the National Guard, Naval Militia or Reserve components of the armed forces shall be paid at the Basic Wage rate less compensation paid by the Government (State or Federal) for the first fifteen (15) work days in the calendar year on which the employee is absent from work for military training for which the employee received military orders; however, the payment will be made only if the circumstances of the Company permit the absence. The fifteen (15) days of training may be annual training, active duty or a combination of both.

- c) Government pay, as stated above, includes basic military pay (which includes pay for cumulative years of military service), special pay, incentive pay for hazardous duty and, for employees with dependents, the difference between quarters allowance established for those with the employee's number of dependents and quarters allowance for those of equal rank without dependents.
- d) The deduction for military compensation shall not exceed the employee's pay for a basic work week during the same period.
- e) These paid absences shall not affect the regular vacation entitlement or allowance to which the employee may be entitled.

## **CARE OF NEWBORN, ADOPTED, OR FOSTER CHILD LEAVE**

**Section A15.AD5.4** The leave for care of a newborn, adopted, or foster child is without pay and shall, with required approval, be for a period of up to one (1) year. The leave will be granted for an initial period of six (6) months, but may extend to one (1) year. When determining the period of leave to be granted, the Company will take into consideration the desires of the employee and the needs of the business. While on leave, benefit coverage for eligible employees shall, to the extent provided to active employees, be as follows:

**Death Benefit** - Company pays for the period of the leave up to one (1) year.

**Basic Life Insurance** - Company pays premium for the period of the leave (up to one (1) year).

**Health Care Plan** - Company paid coverage continues for the duration of the leave on the same basis as for the employee's active employment.

**Dental** - Company pays for the first six (6) months. Employee covers the balance.

**Supplementary Life Insurance and Dependent Life Insurance** - Employee covers the cost of the premium.

**Disability Plan** - Available after the leave if the employee is disabled at the end of the leave.

**Service Credit** - Upon reinstatement at expiration of the leave, the employee will be granted service credit for the entire period of the leave.

Employees who are granted a Leave of Absence for the Care of Newborn Children (CNC) will be entitled to guaranteed reinstatement to one of the following:

- a) If the employee is granted a leave of absence and returns within six (6) months, the employee will be placed in the same job.

- b) If the employee is granted a leave of absence and returns between six (6) and twelve (12) months the employee will be placed in a position of like status and pay.
- c) During the first six (6) months of the CNC leave of absence which begins at the end of the disability period, if applicable, following the birth, adoption, or placement of a foster child or children, the employee may return to her/his position on a part-time basis upon mutual agreement of the employee and the immediate supervisor. By mutual agreement of the immediate supervisor and the employee, this part-time work may be extended an additional six (6) months.

## **FAMILY CARE LEAVE**

**Section A15.AD5.5** Family Care Leave(s) will be administered as follows:

The Family Care Leave is without pay and shall, with required approval, be for a total period of up to twelve (12) months within a two (2) year period. The employee shall be guaranteed reinstatement at the end of each segment of the leave.

The purpose of the leave shall be to care for a seriously ill family member.

For purposes of this leave, "family member" shall mean:

Spouse or other individual living in the same household and dependent upon employee.

Biological or adopted unmarried child under nineteen (19) years of age (or age twenty-three (23) if a full-time student) or an unmarried child of any age who is incapable of self-support; or physically or mentally handicapped and fully dependent on the employee.

Biological or adoptive parent or parent-in-law; grandparent or grandparent-in-law.

The employee shall be required to present evidence of serious illness of a family member and the expected duration of the illness and the reason for the employee's involvement, to the satisfaction of the Company.

While on leave, benefit coverage for eligible employees shall, to the extent provided to active employees, be as follows:

**Death Benefit** - Company pays for the period of the leave up to one (1) year.

**Basic Group Life Insurance** - Company pays premium for the period of the leave up to one (1) year.

**Health Care Plan** - Company paid coverage continues for the duration of the leave on the same basis as for the employee's active employment.

**Supplementary Life Insurance and Dependent Life Insurance** - Employee covers the cost of the premium.

**Disability Plan** - Available after the leave if the employee is disabled at the end of the leave.

**Service Credit** - Upon reinstatement at expiration of the leave, the employee will be granted service credit for the entire period of the leave.

## **LEAVE OF ABSENCE PENDING SERVICE PENSION ELIGIBILITY**

**Section A15.AD5.6** A Leave of Absence Pending Service Pension Eligibility (LAPSPE) will be administered as follows:

### **a) Eligibility:**

To be eligible immediately prior to commencement of LAPSPE, the employee must be:

- On the active payroll and in a position subject to layoff; and
- Within two (2) years of the actual age and/or years of service required for a service pension as set forth in the Pension Plan Summary Plan Description, but not yet eligible for a service pension.

### **b) Duration of Leave:**

The maximum length of time an employee may be on LAPSPE shall be up to two (2) years. The leave shall terminate upon the employee reaching service pension eligibility.

The time or duration of the leave counts toward service pension eligibility and for computing the amount of service pension. Any reduction for early retirement will apply based on the employee's actual age and service at the time of retirement, at the termination of the leave.

The election of a LAPSPE renders the employee ineligible for any layoff allowance, as outlined in Article 11.

### **c) Expiration of LAPSPE:**

Other conditions in which LAPSPE shall expire before the end of the two (2) year period include:

- If the employee on leave is hired by any CenturyLink entity or former Bell System company and is covered for interchange

of benefit obligation, including Mandatory Portability Agreement or Divestiture Interchange Agreement; or

- In the event of the death of the employee; or
- The LAPSPE will cease upon the employee reaching service pension eligibility.

**d) Benefit Plans and Programs:**

The following benefit plans and programs shall be covered to the same extent as active employees. Eligibility criteria must be met on the day the leave begins:

- Death Benefits.
- Basic Life Insurance.
- Telephone Concession Service for employees who are eligible.
- Educational Assistance.
- Child/Elder Care Resource and Referral Service.
- Medical, Dental, Vision insurance.
- Service Anniversary & Retirement Award Program continues during the leave, subject to program guidelines in effect at the time the service anniversary or retirement occurs.

Employees may elect to continue the following benefits during the leave by making payments to the Company:

- Supplemental Life Insurance.
- Health Care Spending Accounts will only be available (under the provisions of COBRA) on an after-tax basis. If the employee does not elect to continue, only those expenses incurred through the date the LAPSPE commences can be reimbursed.
- Dependent Life Insurance.

Employees on a LAPSPE shall have the following programs impacted as reflected:

- Contributions to Dependent Care Spending Accounts will be suspended. However, claims on amounts remaining in the account for expenses incurred through the end of the calendar year in which the suspension of contributions occurred may be billed.

- Savings Plan contributions will cease. Employees may request withdrawals, fund transfers, or loans while on leave, but may not request total distribution of their account.

Employees who elect a LAPSPE in lieu of any layoff allowance under Article 11 of this Agreement will be eligible to participate in PATHWAYS, subject to the following provisions:

- Program eligibility period is twelve (12) consecutive calendar months. The twelve (12) month period will start no later than six (6) months from the first day of leave or earlier if the employee enrolls in courses or classes within the initial six (6) month period commencing Leave Pending Pension; and
- Not more than five thousand two hundred fifty dollars (\$5,250) will be reimbursed to include tuition, fees, books, personal development and applicable taxes; and
- Applicable taxes are withheld from PATHWAYS reimbursements.

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