

**AGREEMENT**

**Between**

**GALLATIN RIVER COMMUNICATIONS LLC**

**and**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL UNION 21, AFL-CIO**



**Effective Date: October 1, 2016**

**Expiration Date: September 30, 2019**

## ARRANGEMENT OF AGREEMENT

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**BETWEEN THE  
GALLATIN RIVER COMMUNICATIONS LLC  
AND THE  
LOCAL UNION NO. 21 OF THE I.B.E.W.  
(A.F. OF L. – C.I.O.)**

**DECLARATION OF AGREEMENT**

This Agreement is entered into effective October 1, **2016** between the GALLATIN RIVER COMMUNICATIONS LLC d/b/a CenturyLink, hereinafter also referred to as the “Company” and LOCAL UNION No. 21, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, an affiliate of the A. F. of L. – C. I. O., also referred to as the “Union” or “Bargaining Agency”, “Employee”, or “Employees”. **R**

The provisions of this Agreement apply to:

1. All employees working in the various classifications shown in attached **wage schedules** and to the work performed by them for or on the Gallatin River Communications LLC, Pekin District properties located at Pekin, Havana, and Lacon, Illinois and Dixon District properties located at Dixon and Savanna, Illinois, except that: **R**
  - a. Only the occupational wage rates, working hours and Union membership provisions apply to part-time employees; and
  - b. Only the occupational wage rates, working hours and Union membership provisions apply to temporary employees; and
  - c. Only the occupational wage rates, working hours and Union membership provisions apply to probationary employees until they have completed at least one hundred eighty (180) days or more of continuous service with the Company and become regular employees. Regular employees remaining in the employ of the Company after such one hundred eighty (180) days shall automatically be credited with one hundred eighty (180) days accredited seniority; and
2. All employees working in the various classifications shown in attached **wage schedules**, EXCLUDING all professional employees, guards, and supervisors as defined in the ACT. (Per N.L.R.B. Certification, Case No. 14-RC-7855, dated March 24, 1975.) **R**

**ARTICLE I**  
**TERM OF AGREEMENT**

- 1.01 This Agreement and the provisions thereof, when signed by the proper officials of the Company and the Union, and approved by the President of said Brotherhood, shall become effective as of October 1, **2016**, for a period ending midnight September 30, **2019**, and shall continue in full force and effect from year to year thereafter unless terminated by written notice from the party to the other on or before sixty (60) days prior to the annual expiration date, requesting that the Agreement be amended or canceled. **R**

**ARTICLE II**  
**RECOGNITION AND COOPERATION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent in matters with respect to wages, hours, working conditions and other conditions of employment for all employees employed on work covered by this Agreement.
- 2.02 Each regular employee covered by this Agreement who is a member of the Union on the date of this Agreement and all such employees who subsequently become members, shall as a condition of employment be required to remain members of the Union during the term of this Agreement;

New, regular, and temporary employees hired – and part-time employees reassigned as temporary or regular employees and temporary employee reassigned as regular employee – after the date of this Agreement, coming within the classifications covered herein, shall become members of the Union on the thirty-first (31st) day of their employment or reassignment and shall remain members during the term of this Agreement as a condition of their continued employment, provided that:

- a. The Union agrees that such employees will be accepted as members of the Local Union in accordance with the provisions of its Constitution and By-Laws upon the payment by each employee of the regularly established initiation fee.
- b. Temporary (full-time) employees are not exempt from the foregoing provisions, however, because the period of their employment is strictly temporary such employees may, if they so choose, and commencing on the thirty-first (31st) day of their employment or reassignment, compensate the Union each month

with an amount equal to the regular monthly Union dues in lieu of Union membership.

- 2.03 The members of the Union, employees of the Company, through their Union, agree they will individually and collectively perform loyal and efficient work and service, and that they will use their influence and best efforts to protect the property of the Company and its service to the public and that they will cooperate in promoting and advancing the welfare of the Company at all times during the life of this Agreement. The Company agrees to respect the Union Member/Employees, their collective affiliation as a Trade Union and the Collective Bargaining Agreement and its systems and processes the parties have agreed to herein.
- 2.04 It is understood and agreed that the Company has all customary and usual rights, powers, functions and authority of management.

The rights to employ, promote, demote, discipline, discharge and classify employees and the management of the business and property of the Company, are reserved by and vested in the Company. The Company shall have the right to exercise discipline in the interest of good service and proper conduct of its business. In the event the Company suspends or demotes for cause any employee, the Company shall notify the employee's Chief Steward as soon as practical, but not later than the close of the next working day, and review the reasons for the suspension or demotion. It is further agreed, however, that when the Company contemplates the discharge for cause of any employee, the Company will notify the Business Representative of the Union and will review the facts prior to the actual suspension pending dismissal.

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

The Company will provide the Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal,

state or local legislation or regulations. The Union reserves the right to file a grievance at Step 2 of the grievance procedure if it believes any such policies, rules, or changes are inconsistent with any express provision of this Agreement, but any such grievance must be filed no later than ten (10) work days after its effective date.

- 2.06 Newly created job classifications may be established by the Company and included within this Agreement. In the event a new job classification is created, the Company shall inform the Union at least fifteen (15) calendar days in advance of the new classification being implemented. Any dispute over the new job classification that cannot be resolved may be referred by the Union to Article V of this agreement by filing a grievance at Step 2 within ten (10) calendar days.

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

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Existing job classifications may also be restructured. In the event a modified job classification is required, the Company shall inform the Union at least thirty (30) calendar days in advance and shall identify any proposed change in wage or wage schedule. The Union shall have the right, by giving written notice within thirty (30) calendar days from receipt of the notice, to request negotiations concerning the wage rate established by the Company. If the Union does not timely request negotiations, the restructured job title will become permanent as will the wage rate.

If the Union timely initiates negotiations, and the parties are unable to reach agreement on the wage rate, the Union may submit the issue to arbitration in accordance with **Article VI**.

Within not less than fourteen (14) days prior to any arbitration hearing, each party will submit to the other its final offer (i.e., the wage rate that is appropriate) and neither party may thereafter change the offer without consent of the other. Notwithstanding the limitations on an arbitrator's authority under **Article VI**, there shall be a change

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in wage rate only if the Arbitrator finds that there has been a substantial change in job responsibilities which justifies an increase or decrease in the existing wage rate. If the Arbitrator determines that a substantial change has occurred, the Arbitrator shall then select between the proposed wage rates and issue an appropriate opinion and order.

**2.07 The following classifications have been eliminated from this agreement effective October 1, 2016. It is understood that should the classifications/work be reinstated within IBEW 21 territory covered by this agreement, all language and references from the October 1, 2013 through September 30, 2016 agreement will apply. The classifications eliminated are Assigner, Garage Mechanic, Storekeeper/Warehouseperson, Service Representative, Retail Sales Consultant, Clerk, and Custodian.**

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**2.08** The Company agrees that during the term of this Agreement it will, if furnished a written individual payroll deduction authorization form voluntarily executed by an employee covered by the terms of this Agreement, deduct from the wages of such employee, such amount monthly Union dues (including initiation fees) to be paid to the Union as certified to the Company by the "President of the Local Union": as having been legally established in accordance with the Constitution and By-Laws of the Local Union and the International Brotherhood of Electrical Workers, provided that:

- a. Each such payroll deduction authorization shall: (1) be made on forms approved by the Company; (2) be dated; (3) provide that it is to remain in full force and effect until countermanded by the employee.
- b. The total sum of Union dues so deducted for the purpose indicated shall be forwarded by the Company to the Financial Secretary of the Union monthly. The Union agrees to at all times keep the Company informed as to who the Financial Secretary of the Union is and of his/her official address.
- c. It is agreed that the Company assumes no responsibility in connection with the Union dues deducted except that of forwarding monies so deducted to the Union's Financial Secretary.



- d. The Company will forward to the Union a monthly list of such deductions showing the employee's name, basic hourly wage rate, amount of Union dues and initiation fees.
- e. The Company's obligations under this Section **2.08**, as well as under any payroll deduction authorization form signed by any employee, regardless of its contents, shall not survive the termination of this Agreement (or the termination of any written extensions). The Company may, therefore, unilaterally and without negotiation, discontinue the payroll deductions until the parties have successfully negotiated a successor Agreement which includes a dues check off obligation.

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**ARTICLE III**  
**METHOD OF NEGOTIATION**

- 3.01 The Company and the Union agree to meet and deal with each other through their duly accredited officers and committees on matters relating to hours, wages, and other definite conditions of employment of the employees of the Company covered in this Agreement.
- 3.02 The Company and the Union, through the President of the Company or his delegated representative and the President/Business Manager of the Local Union, shall keep each other informed regarding the personnel who are authorized to represent them in bargaining proceedings, and in conferences held to settle complaints.
- 3.03 Meetings between authorized representatives of the Union and the Company will be held at any time upon reasonable notice by either party to the other. The Union Bargaining Committee shall consist of up to three (3) employee members who will be excused from their jobs during regular scheduled work time for the purpose of attendance at collective bargaining sessions, for the purpose of negotiating changes, amendments or modifications to this Agreement. Such employees shall be paid a maximum of eight (8) straight time hours per day at their basic hourly wage rate. Minutes shall be kept of any such meetings at the request of either party. The Company agrees that if a complaint of any employee or group of employees has been placed in the hands of a Union representative for negotiation with the Company, and the Union representative has dealt with a Company representative with relationship thereto, no Company representative shall discuss the matter with the employee or employees involved, except in the presence of the representative originating the negotiations, or any other Union representative who may be assigned to the case.

**ARTICLE IV**  
**TEMPORARY, PART-TIME, AND REGULAR EMPLOYEES**  
**DEFINED**

4.01 “Temporary employees” are employees hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. The Company may, at its option, layoff or dismiss temporary employees at any time.

- a. An employee shall not be classified as a temporary employee for more than six (6) months, except when by mutual agreement between the Company and the Union this time is extended to cover the full period of the particular employee’s temporary employment.

4.02 “Part-time employees” are regular or temporary employees who regularly work less than 30 hours per week. Part-time regular employees will accrue service and seniority for wage progression, vacation pay, and holiday pay on a pro rata basis (taking into consideration their actual hours worked). Part-time employees assigned to work more than four (4) regular work weeks shall, depending upon the nature of the assignment, be reclassified either as “temporary” or “regular” employees.

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4.03 “Regular employees” are those whose employment is intended to be permanent at the time they are engaged, although it may be terminated subsequently either by the Company or by the employee. Regular employees temporarily assigned to part-time work shall continue to accrue accredited seniority and wage service credit on a pro rata basis. The date of employment of regular employees who have satisfactorily completed one hundred eighty (180) days or more of continuous service with the Company shall be the last date upon which the employee entered the Company’s full time employment.

4.04 “Regular employees” who because of advanced age, or due to physical handicaps, are not able to efficiently perform the work of their regular assignment, may by mutual agreement between the Company designated representative and the Business Manager or his/her designate of the Union:

- a. Be assigned to perform available work which they are able to perform and which needs to be performed; and

- b. Be paid for such work at the appropriate wage rate for the classification to which the employee is reassigned.

**ARTICLE V**  
**SETTLEMENT OF DIFFERENCES**

- 5.01 Any individual employee or group of employees shall have the right to present grievances to the Company and such grievances may be settled without the intervention of the Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such settlement. After an employee has referred a grievance to the Union and the Union representative has so informed the Company that the Union represents that employee, the Company shall not discuss or settle such grievance unless a Union representative is given an opportunity to be present.

In the event of any disagreement arising between the Company and any employee(s), such disagreement shall be processed as follows:

- a. Informal Resolution

Prior to the first step meeting, an informal resolution meeting between the supervisor, the employee, and a union representative should take place within ten (10) working days of the occurrence. If the issue is not resolved and the Union desires to move forward with the grievance process, the grievance shall be reduced to writing and presented to the Company within ten (10) working days of the informal resolution meeting.

- b. Step 1 – Area/General Manager

If the grievance is not resolved at the Informal Resolution, the Union may refer the grievance for a meeting with the Area/General Manager or designee by making a written request within fifteen (15) working days after receiving the supervisor's informal response. A face-to-face meeting shall be held within ten (10) working days of the Union request, and the Area/General Manager or designee shall issue a written response within ten (10) working days following the meeting. If the Area/General Manager or designee does not provide a timely written response, the grievance automatically moves to Step 2.

c. Step 2 – Manager Labor Relations

If the grievance is not resolved at Step 1, the Union may refer the grievance for a meeting with the Manager, Labor Relations or designee by making a written request within ten (10) working days after receiving the Step 1 response. A face-to-face or telephone conference meeting if mutually agreed to, shall be held within ten (10) working days of the Union request, and the Manager, Labor Relations or designee shall issue a written response within ten (10) working days following the meeting. If a timely written response to the grievance is not given, Union may move the grievance to arbitration by timely following the procedure in **Article VI – Arbitration.**

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- 5.02 When the Company suspends pending discharge as set forth in Article 2.04 for cause any employee, the Company will notify the Business Representative of the Union to that effect and will review the facts prior to the actual suspension pending dismissal. After the Company gives notification of a contemplated dismissal for just cause of an employee with six (6) or more months of Net Credited Service, the Union may, within ten (10) working days, file a grievance which will be escalated to the 2<sup>nd</sup> step.
- 5.03 If a disagreement or grievance is not submitted at the various levels within the time limits set forth in Paragraph 5.01 it shall be considered disposed of and shall not be considered further. However, any time limit specified in Paragraph 5.01 may be extended with respect to a particular grievance by mutual consent, expressed in writing.
- 5.04 Any meetings, discussions, and/or correspondence in any form between the Company and the Union to discuss grievance and/or schedule meetings at any of the above steps shall be without loss of pay when conducted during normal work hours.
- 5.05 Differences of an emergency nature shall be handled with the speed which circumstances warrant.

**ARTICLE VI**  
**ARBITRATION**

- 6.01 A grievance which has not been satisfactorily resolved through the Grievance Procedure may be submitted to arbitration by either party, provided the grievance was initiated before termination of this agreement. To do so the filing party shall submit a written request for

a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Ohio, Kentucky, Indiana, Wisconsin, Michigan and Illinois to the Federal Mediation & Conciliation Service, with a simultaneous copy to the other party designated representative within fifteen (15) workdays of the Step 2 answer.

- 6.02 The Company and Union may attempt to agree on a neutral arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within fifteen (15) work days of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list until one name remains and he/she shall serve as arbitrator.
- 6.03 The arbitrator shall interpret the contract in accordance with the reserved rights theory of labor contracts. The arbitrator shall be confined to the issue(s) presented by the parties, and shall have no right to alter, amend, modify, or change the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding.
- 6.04 This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages "make whole" means reimbursing the individual for the basic wages at straight time only (unless the employee worked overtime in the immediate period prior to their termination and there was overtime available in their classification during the period that they were terminated) they would have made if employment had been continuous, less wages, from any source, Workers' Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged, during that period. In situations where the Company has allowed the Union additional time for its internal appeal process, it is also understood that the Company shall assume no backpay or other grievance liability for that time and the Union will also be obligated to notify the Company of the outcome of such process within ten (10) working days of its conclusion. If the appeal is upheld, the Union shall then request hearing dates from the arbitrator previously selected under Section 6.02 and the Company's grievance liability will resume as of the date of that request.

- 6.05 Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost shall be equally divided between the parties.
- 6.06 Each party shall bear the expense of preparing and presenting its own case, including any attorneys' fees. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be equally shared by the parties.

**ARTICLE VII**  
**CLASSIFICATION OF EMPLOYEES AND WAGE RATES**

- 7.01 The wage rates and respective job classification of employees covered hereby shall be as shown in **the wage schedules**, and shall remain in effect during the tenure of this Agreement. **R**
- 7.02 It is the Company's privilege to employ persons who are fully trained or partially trained in the types of work which they are to perform, and to recognize such previous training and experience in fixing such employee's starting wage rates in accordance with the wage schedules set forth herein, provided that there is not a sufficiency of such trained and experienced employees already available under this Agreement. Any questions as to the experience or qualifications of any such employees shall be dealt with and settled by regular application of the provisions of this Agreement.

**ARTICLE VIII**  
**SENIORITY**

- 8.01 Accredited seniority is defined as the length of accrued time worked in the properties of the Company located at Pekin, Havana, Lacon, Dixon and Savanna, IL as provided in Paragraphs 1 and 2, Page 1, of this Agreement for the Company.
- a. Pekin, Havana and Lacon will be considered as one district with respect to seniority.
  - b. Dixon and Savanna will be considered as one district with respect to seniority.

8.02 When there is a lack of work, employees shall be laid off in inverse order of accredited seniority, in their respective districts, to the extent necessary in the affected classification, provided such practice does not require the laying off of an employee fully qualified and having previously performed work in the classification which is still available and must be performed; while at the same time continuing the employment of a person senior in accredited seniority in the classification, but whose regular work has been eliminated or curtailed, and who has not previously performed or is not qualified to perform work in said classification which is still available and must be performed. Prior to such layoff, but no less than ten (10) work days, detailed discussions between the Union and the Company will be held on the scope and effect of the planned layoff. **Employees subject to layoff shall be given not less than thirty (30) calendar days notice of such layoff.**

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- a. Prior to a layoff of any bargaining unit employee, the Company agrees to remove from the payroll any probationary employee as defined in the Declaration of Agreement 1.c., who are performing bargaining unit work.
- b. Next, the Company will assign displaced employees to perform bargaining unit work being performed by contractors if the employee has been trained and otherwise able to perform the work, and the Company can reasonably accommodate displacing the contractor.
- c. To avoid layoff or displacement of employees to other locations and/or areas, the Company may first attempt to address workforce adjustments by offering voluntary termination, in seniority order, to employees in the affected job classification(s) and location(s).
- d. In cases of work force adjustments where the Company has determined a need to reduce a job classification in one report location and increase it in another report location, the Company will give consideration to volunteers on the basis of qualifications and seniority in the report location being reduced and transfer the required number of qualified employees to the report location being increased. If there are not enough volunteers, the Company may transfer the required number of qualified least senior employees to the report location being increased.

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8.03 Regular employees remaining in an over-staffed job classification shall be permanently assigned to replace junior employees, or fill vacancies according to service requirements, in classifications within

their respective title groups. In order for an employee to be re-assigned to a position, they must have previously held the title and/or be currently qualified to perform the work with minimal refresher training **not to exceed 80 hours.**

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1. If a regular employee refuses to accept such reassignment offered in order to preserve his employment, to available work at the prevailing wage rate for that classification, he may be laid off without regard to his seniority.
2. If a regular employee accepts such reassignment, offered in order to preserve his employment, to available work at the prevailing wage rate for that classification, and is later transferred to his former classification, his wage service credit in his former classification shall be the same as it would have been had he remained in his former classification.

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- 8.04 The accredited seniority of an employee shall not be affected if he, or she, is temporarily absent from work due to sickness and returns to active work within a period of **twenty-six (26) weeks**, provided that he, or she, returns to active work promptly upon recovery and after his, or her, physician finds and reports to the employee and the Company that he, or she, is physically qualified to do so. **Solely with respect to any employee who is or becomes disabled as determined in accordance with the definition of disability in the CenturyLink Disability Plan, employment generally ceases on the later of (1) January 1, 2017, or (2) the date the employee exhausts their Short-Term Disability as defined by the CenturyLink Disability Plan because, at that time, the employee is terminated from active employment with the Company and no longer is on the Company's active payroll.**
- 8.05 When adding to the forces, the former employees in each department most recently laid off on account of curtailment of work shall, in accordance with the employees' accredited seniority, be the first to be recalled if available, qualifications being sufficient, and provided they are physically qualified to return to work and have heretofore satisfactorily performed the type of work available and to which they are to be assigned.
- 8.06 The accredited seniority of an employee shall not be affected if he or she is temporarily laid off, through no fault of his, or her own, and recalled within one (1) year after layoff; provided that when a laid-off employee is requested to return to work, the employee shall be given not less than two weeks notice to that effect; such notice to be sent to



the employee's last known address, and the accredited seniority of an employee who fails to report as directed shall be deemed to have terminated.

8.07 Insofar as practical and consistent with rendering good telecommunications service, seniority in length of accredited service shall apply to the following:

- a. Selection of work hours, work days, work schedules, shifts and tours in each work group.
- b. Selection of vacation periods.
- c. Job postings will be available on-line on the Company's internal website. Such notice shall include the title and job duties of the position available, the skills required for the position, the closing date for submission of bids, and the work location of the position. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids. Once a job opening has been approved by the Area/General Manager, the Business Representative for the Union will be notified via email.

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

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

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

- 1) Probationary and temporary employees;
- 2) Laid off employees;
- 3) Employees who within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same classification as the vacancy involved;

- 4) Employees who have not been in their present position for at least eighteen months. When the Company and Union agree, employees with less than eighteen months service in their present position may submit a job bid.

The Company will fill the vacancy with the candidate it determines to be the most qualified. In doing so, the Company will attempt to fill the vacancy internally from those employees submitting a job bid request. However, it is understood that the Company may also consider candidates outside the bargaining unit when filling those vacancies. In order to be considered a candidate for selection (either internal or external), the candidate must successfully pass any reasonable and job appropriate tests used by the Company for the position. If the candidate passes such testing or if the Company elects not to use testing as part of the selection process, qualifications shall be determined by the total circumstances including work experience, performance (and any performance evaluations), applicable technical education and attendance. The Company may use other forms of testing, interviews and/or other reasonable methods of determining qualifications as herein defined. Seniority will govern in the event multiple internal candidates are deemed to be equally qualified by the Company. The position will be filled by the most qualified candidate from any source, as determined by the Company. If no candidates are deemed qualified by the Company, the Company may elect to fill the vacancy from any available source.

- d. Temporary assignment normally will not be for more than six (6) months, except that by mutual agreement, between the parties hereto, this time may be extended to cover the full period of the temporary assignment.
- e. When job vacancies occur within the Pekin or Dixon district (except for Custodian), the vacancy will be awarded in accordance with Paragraph **8.07c.** of this Agreement. Employee awarded such a position will be transferred to their new assignment within sixty (60) days after notification to the employee, unless such time limit is extended by mutual agreement between the Union and the Company.

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- 8.08 An employee transferred in accordance with the provisions of the Article shall be employed on the job to which he was transferred for a reasonable trial period not to exceed six (6) months. If an employee

so transferred is unable to satisfactorily perform the job in his new classification, the Company may, at its option, return the employee to his/her former job classification or a similar job classification and wage rate at any time during this six (6) month trial period.

- 8.09 An employee who has been transferred in accordance with the provisions of this Article will not be allowed to bid for a job vacancy until he has performed in his current classification for at least eighteen (18) months. When the Company and Union agree, employees with less than eighteen (18) months of service in their current classification may submit a job bid.
- 8.10 The accredited seniority rights of an employee who is absent from work for a period of three (3) full work days without notifying his, or her, Company's supervisor, shall be deemed to have been terminated, and if such employee later re-enters the employ of the Company, he, or she, shall do so as a new employee.
- 8.11 Accredited seniority for any employee promoted to a position outside of the Bargaining Unit shall continue to accrue for a period of:
  - a. Twelve (12) months if his accredited seniority at the time of the promotion is less than five (5) years; or
  - b. Twenty-four (24) months if his accredited seniority at the time of promotion is five (5) years or more; and thereafter his accredited seniority as thus accrued shall be retained.
- 8.12 Regular, full time employees who are terminated because of lack of work, or who voluntarily leave under this article shall be given a termination allowance (**paid in a lump sum**) based on years of net credited service in accordance with the following schedule: **R**

Term of Employment	Termination Allowance (Basic Weekly Pay)
1 year and less than 3 years	1
3 years and less than 4 years	2
4 years and less than 5 years	3
5 years and less than 6 years	4
6 years and less than 7 years	6
7 years and less than 8 years	8
8 years and less than 9 years	10
9 years and less than 10 years	12
10 years and less than 11 years	14
11 years and less than 12 years	17
12 years and less than 13 years	19
13 years and less than 14 years	21

14 years and less than 15 years	23
15 years and less than 16 years	25
16 years and over	Equivalent of 25 weeks pay plus 2 weeks for each additional full year of service to a maximum of 39 weeks or \$42,000 whichever is less.

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**ARTICLE IX**  
**LEAVES OF ABSENCE**

9.01 Full pay shall be allowed for the following absences:

- a. Any regular employee who has been lawfully summoned to report for jury service, or subpoenaed to appear as a witness in court, and who actually performs jury service, or appears as a witness, will be paid by the Company at his basic hourly straight time rate of pay for such regular time as he is required to be absent from duty, (not to exceed 8 hours per day). This pay shall be in addition to any amount paid to the employee by civil authorities for such service, provided that:
  - (1) Such employee notifies his immediate supervisor (outside the Bargaining Unit) of the receipt of such summons on the employee's first scheduled work day following receipt of such summons or subpoena unless prevented from so doing by conditions beyond the employee's control – will be assigned or reassigned, to regular 8:00 a.m. to 5:00 p.m. Monday through Friday shifts for the period of such service.
  - (2) Any such employee who on any day is excused from such jury or witness duty, at a time that will permit him to return to work for a part of the day, shall communicate with his immediate supervisor (outside the Bargaining Unit) for such assignment as is reasonable under the circumstances.
- b. Any full time employee who is called upon to be absent from duty due to a death in the employee's immediate family will be excused from duty in order to permit the employee to attend the funeral without loss of regular pay. When the employee is also called upon to make arrangements for the funeral or when the funeral is held at another location, then additional time off, without loss of pay, will be allowed, provided that the total time to be paid for by the Company in connection with any one (1) death shall not exceed three (3) days.

“Immediate family” as used in the above subparagraph means the employee’s father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, employee’s or spouse’s grandparents, son-in-law, daughter-in-law, stepchildren, stepparents, their minor child’s parent or grandparent and other persons who live with, as part of employee’s family. Father and mother, mother-in-law and father-in-law, as used in the preceding sentence shall include substitutes therefore.

- c. Any full time employee who is required to operate a motor vehicle in the performance of his, or her, regular employment with the Company and who is required by the State of Illinois to take a test or an examination for the renewal of his or her motor vehicle operator’s license shall be excused from duty for a reasonable period of time (subject to a two (2) hour maximum), without loss of regular pay in order to take such test, or examination, provided that the place for the taking such test, or examination, is not open for business and available to the employee at any time when the employee is normally off duty, and that the employee makes appropriate arrangements with his or her immediate supervisor (outside of the Bargaining Unit) in advance.

Time excused, but paid for as provided in this Paragraph, shall be construed as time worked in the computation of weekly overtime.

- d. Time to vote in accordance with the State Law.

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

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Family and Medical Leave - The parties recognize the applicability of the federal Family and Medical Leave Act, and the Union recognizes the Company’s right to establish FMLA policies and rules which are

consistent with that law and/or any applicable state law as well as any express provision of this Agreement. These benefits are described and administered in accordance with the Company's Leaves of Absence Policy.

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

General Rules Governing Leaves - The following rules shall apply to all leaves:

An employee shall not seek or accept other employment of any kind, including any business of his own, while on an authorized leave of absence, without advance written approval from the Company. Should an employee violate this Section, he is subject to immediate discharge.

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

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

Administration of leaves, including the application process and timelines, notice requirements, return to work rights, and modified duty programs will be governed by the Company's Leaves of Absence Policy.

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

Specific leaves of absence for sickness, recuperation, or for other reasons may be granted for any period, with or without pay. All leaves of absence shall be granted in writing, and the Union shall be furnished a copy thereof. However, leaves of absence, except for sickness or recuperation, extending beyond six (6) months or working for another employer during a leave of absence without a written sanction of the Company, except as provided by Paragraph 9.03, shall be deemed as a termination of employment with the Company. Employees shall be permitted to return to work following leaves of absence provided the employee has the physical and mental fitness and capacity to perform the work, subject also to accredited seniority and associated provisions of this Agreement.

- 9.03 In the event an employee is elected to fill a term of office with the Local Union which requires that he be absent from duty with the Company and both the Union and the employee request, in writing, as far in advance as possible – normally not less than sixty (60) days – that the employee be granted a leave of absence, then the Company will, if the needs of the service will permit, grant him a leave of absence without pay for the term of such assignment not to exceed three (3) years. No more than one (1) employee shall be on leave of absence for Union business at any one time.
- 9.04 An employee shall, upon his return from a leave of absence, be reinstated –
- a. At work generally similar to that in which he was engaged immediately prior to his absence; and
  - b. On the payroll at the wage progression level he left at the time his leave of absence began; provided that such job is still available and must be performed.

#### **ARTICLE X** **MILITARY LEAVE**

- 10.01 Leaves of absence, hereinafter referred to as military leaves, will be granted to all regular employees entering the Armed Forces of the United States under any law, including USERRA, now in effect, or which may be enacted.

Such leaves shall be for the initial period of the employee's military service. Military leaves will not be extended to include a re-enlistment or a voluntary continuation of active duty.

10.02

- a. Employees granted such military leaves shall continue to accrue accredited seniority during the initial period of their military service and during any hospitalization continuing after discharge for a period of not more than one (1) year.
- b. Employees on annual military leave shall be paid their basic hourly rate for up to two (2) weeks per year (up to eighty hours), and allowed to retain any military pay received. Employees who are to be gone more than two (2) weeks during any one (1) year shall be allowed to use available vacation time or shall be granted an unpaid leave of absence. All arrangements should be discussed with the immediate supervisor at least two (2) weeks in advance of the assignment, if employee was given such notice.

10.03 Following honorable discharge from military service, any such employee shall, upon written application made within ninety (90) days thereof, or from hospitalization continuing after discharge for a period of not more than two (2) years, subject to other provisions of this Agreement, be employed in his former position at the rate of pay then in effect for that position at the wage level left upon the employee's entry into the military services; provided that –

- a. The employee may be given wage service credit under the wage progression schedule from time he has shown to the satisfaction of the Company and the Union that he worked, while in the military services, on substantially the same type of work that he would have performed had he continued in the Company's active regular service;
- b. Upon discharge from military service such employee is physically and mentally fit for employment;
- c. Employees granted military leaves, who do not apply for re-employment with the Company within the time specified above will be considered to have resigned.

10.04 If at the time of application for re-employment by an employee who has been in military services, no vacancy exists, one may be created by discharge or layoff. In such cases the discharge or layoff shall be in accordance with procedure outlined in Article VIII, Paragraph 8.02.



- 10.05 Employees granted military leaves who are eligible for a paid annual vacation in the current calendar year, which they have not already taken, shall at the time of their induction, or within a reasonable period thereafter, receive their appropriate vacation pay, or unpaid portion thereof.
- 10.06 Employees returning from military leaves will be eligible for paid vacations in accordance with the provisions of Article XI after they have completed four (4) or more consecutive months of on the job service with the Company subsequent to the employee's return from military service; the amount of such vacations to be computed upon the basis of the employee's continuous service with the Company, plus the period of the employee's military leave granted in accordance with the forgoing provisions.

**ARTICLE XI**  
**VACATIONS**

- 11.01 Vacation Eligibility. Regular employees will be allowed vacations to be paid for at the employee's regular scheduled straight time rate of pay, in and for the current calendar year, on the following basis:
- a. Employees who have been employed for twelve (12) consecutive months will be granted **80 hours of** vacation.
  - b. Employees who have been employed for six (6) consecutive years will be granted a **120 hours of** vacation. R
  - c. **Employees who have been employed for ten (10) consecutive years will be granted 140 hours of vacation.**
  - d. Employees who have been employed for fifteen (15) consecutive years will be granted **160 hours of** vacation.
  - e. **Employees who have been employed for twenty (20) consecutive years will be granted 180 hours of vacation.** R
  - f. Employees who have been employed for twenty-five (25) consecutive years will be granted **200 hours of** vacation.
- 11.02 Regular employees temporarily assigned to part-time work not to exceed twelve (12) consecutive months shall continue to accrue service used in determining eligibility for vacations in a pro rata basis (taking into consideration their actual hours worked).

- 11.03 A week of vacation shall mean a period of seven (7) consecutive days, 12:01 a.m. Sunday through midnight Saturday, including normal days off which are not to be paid for.
- 11.04 When a holiday occurs on a regularly scheduled work day, except Saturday, during a scheduled vacation period the employee shall be allowed an extra day of vacation and be paid for the same at the employee's regular straight time rate of pay. Before leaving on vacation, and before the schedule for the particular holiday is posted, the employee may consult with his supervisor as to when an extra day of vacation may be taken; and his expressed preference will be considered to the extent that work and service conditions permit.
- 11.05 An employee who leaves the employ of the Company before his vacation is completed shall be granted pay in lieu of such vacation, or remainder thereof, if any, as he is entitled to in conformity with the foregoing provisions.
- 11.06 Employees on leave of absence for any full calendar year will not be eligible for a paid vacation during that year.
- 11.07 When vacation may be taken. Employees whose first service anniversary date falls within the current calendar year shall be eligible to take the weeks of vacation for which their service makes them eligible at any time after their service anniversary date, subject to their accredited seniority rights, and work and service conditions permitting, provided that –
- a. If the employee's service anniversary date occurs on or after October first (1st), the Company, taking into consideration the wishes of the employee and the service requirements, will make arrangements for such employee's weeks of vacation to be taken at another time, not earlier than October first (1st) of the current calendar year.
- 11.08 Employees who have completed one (1) or more years of consecutive service may take their vacations at any time during the year that work and service conditions and their accredited seniority will permit.
- 11.09 When the requirements of the business permit and when it will not interfere with equitable scheduling of the vacations for other employees, employees will be permitted to take their vacations in consecutive or separate weekly periods subject to the limitations of Paragraph 11.12.

11.10 Selecting vacation periods; posting vacation schedules. By December 1st of each calendar year the Company will post on appropriate bulletin boards a list showing the vacation allowance which each employee at the particular location is, or will become, eligible for within the following calendar year and a chart showing the available vacation periods in the particular department with space provided for employees to indicate their choice according to accredited seniority.

11.11 All vacations will be selected by December 31st.

- a. No employee eligible for two (2) weeks vacation shall select more than one (1) vacation period; and
- b. No employee eligible for three (3), four (4), or five (5) weeks of vacation shall select more than two (2) vacation periods; until all eligible employees have had the opportunity to make selections in conformity with the foregoing provisions.

After the selections provided for by the foregoing provision have been made – not later than December 31st – all remaining selections shall be made from available periods, in the order of accredited seniority, and before the last day of January.

11.12 Between January 1st and the end of January – the Company through its respective managers will arrange for all employees eligible for vacation period(s) on the chart to be contacted in the order of their accredited seniority, provided that they are actively at work, or can be contacted by telephone. Any employee who fails to indicate a choice at the time of such contact will be construed to have waived their right to choose their vacation period(s) for that calendar year.

11.13 After the vacation periods for all employees who have informed the Company of their choice of vacation period, or periods (as provided for in the second preceding Paragraph) have been assigned, vacations for all other employees who are or will be eligible for vacations shall be assigned to such periods as remain available.

11.14 On or before February 1st of each year – The Company shall post on appropriate bulletin boards the vacation time schedule for employees at the particular location.

11.15 For the purposes of vacation selection, a calendar year will be identified as a 12-month period that commences on January 1st of the first year and ends on December 31st of the same year.

- 11.16 Any employee who, due to either an occupational or non-occupational accident or sickness, is unable to take his vacation when scheduled will be rescheduled to take such vacation promptly following his release to return to work. If time is insufficient to permit rescheduling the remainder of his vacation to be taken, then the employee will be paid in cash for and in lieu of that part of his vacation which, subsequent to his release, could not be rescheduled and taken except as provided in Paragraph 11.06.
- 11.17 Employees who are eligible for two (2) weeks of vacation may, at their option, and in accordance with the present vacation scheduling practice, schedule a one (1) week portion of such vacation as a tentative vacation week. Employees who are eligible for **three (3), R** four (4) or five (5) weeks of vacation may, at their option and in accordance with the vacation scheduling practice, schedule one (1) or two (2) weeks as tentative vacation week(s). This tentative vacation week(s) will consist of five (5) paid vacation days that may be scheduled on a day-at-a-time or half-day-at-a-time basis. A week containing a holiday may not be selected as a tentative vacation week. (This exclusion does not apply to normal vacation weeks).
- a. If the employee has not taken all five (5) days of the tentative vacation week, on a day-at-a-time or half-day-at-a-time basis, prior to the employee's scheduled tentative vacation week, those vacation days remaining will be taken during the scheduled tentative vacation week or rescheduled to available dates with supervisor approval.
  - b. The employee shall submit his request for such day(s) of vacation to his immediate supervisor (outside the Bargaining Unit) no later than one (1) day in advance of the day(s) he wishes to use as his tentative vacation day(s).
  - c. Vacation may be cancelled in emergency situations or other causes beyond the control of the Company.
  - d. Such days shall be granted upon request, service requirements permitting.
  - e. Premium pay days (Sundays and Holidays) may not be selected as tentative vacation days.

11.18 Vacation Restrictions

- a. The number of employees on vacation at any one time shall be decided in each instance by the Company, giving due consideration to requirements of the service. There will be a minimum of 10% of employees in each workgroup off on any given week; there will be no closed weeks for smaller workgroups.

**ARTICLE XII**  
**HOLIDAYS**

12.01 Effective January 1, 1997, the following days shall be observed as holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	*Five (5) Personal Holidays

Employees will be eligible for all Company recognized holidays immediately upon employment. When any of the above holidays falls on Sunday, it shall be observed on the following Monday. When any of the above holidays falls on a Saturday, it may be observed on the preceding Friday at the option of the Company. Employees will be eligible for five (5) Personal Holidays after ninety (90) days of employment.

12.02 Personal Holidays may be taken in two (2) hour increments.

- a. Personal Holidays may be selected by accredited seniority after all vacations have been selected according to Article XI. Personal holidays, after selection, will be granted on a first come, first served basis. Premium pay days may not be selected as Personal Holidays.
- b. Employees who do not select their Personal Holiday in accordance with the preceding paragraph will select their Personal Holiday on a first come, first served basis. The employee will submit his request for such day to his immediate supervisor (outside the Bargaining Unit) no later than the day before the day he desires to take his Personal Holiday. The immediate supervisor will determine if the Personal Holiday may be granted based on service requirements.

c. Once the selection process has been complete, an employee's Personal Holiday will not be changed except by mutual agreement between the Company and the Employee. Personal holidays must be used by the end of the calendar year and will not be paid out nor carried over into the following calendar year.

12.03 All regular employees shall receive eight (8) hours straight time pay, including applicable positional differentials, for all holidays, whether or not they perform work (except as provided in Paragraph 12.04) and in addition thereto they shall be paid –

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For the eight (8) hours worked on the holiday – One and one-half (1 ½) times the employee's straight time rate, including applicable differentials.

For all hours worked over the first eight (8) hours on the holiday – Two and one-half (2 ½) times the employee's straight time rate, including applicable differentials.

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12.04 Employees failing to work on a holiday for which they are scheduled to work or employees failing to work on either their last scheduled work day preceding, or their first scheduled work day following the holiday shall receive no holiday allowance or other holiday pay, unless excused by the Company.

12.05 Holiday time for employees working all night shifts (starting at night on one day and ending on the morning of the following day) shall be that shift which begins on the day before, and ends on the holiday.

12.06 Employees whose tours end at 7:30 p.m. or later on Christmas Eve (December 24th) and on New Year's Eve (December 31, 2013 only) shall be paid at double the employee's straight time rate (including applicable differentials) except that employees working an all night shift beginning on December 24th, or December 31st, and ending on the holiday shall be paid on the same basis as other employees for time worked on the holiday.

**ARTICLE XIII**  
**WORKING HOURS AND OVERTIME**

13.01 A regular work week shall consist of forty (40) hours worked during a calendar week, beginning at 12:00 A.M. Sunday and ending at 11:59 P.M. the following Saturday. A regular work week may be scheduled on any five (5) consecutive days of the seven (7) days of said calendar

week but shall not be scheduled on less than four (4) days or more than five (5) days.

- a. Preference in the selection of work hours, work days, work schedules, shifts, and tours in appropriate force groups shall be on an accredited seniority basis in so far as requirements of the service of the Company will permit.
- b. A half hour or hour unpaid intermission for lunch will be assigned to each employee scheduled to work eight (8) hours or more continuous hours on any one (1) day.

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13.02 It is recognized that it may be beneficial to the employees and in the best interest of the business to establish a four (4) day schedule as a normal work week. Accordingly, the number of hours which presently constitute a normal five (5) day work week schedule will be scheduled in equal amounts of four (4) consecutive days, if agreed to by the affected employees.

- a. No daily overtime payment will be made for any of the hours worked over eight (8) when the conditions of this paragraph are in effect. Overtime will be paid after ten (10) hours are worked in a day.
- b. Differential payments for evening and night shift work will be paid for only those hours worked after 7:00 p.m. and before 6:00 a.m.
- c. An employee must be scheduled for a four (4) day week at the beginning of the week and remain on this schedule for the entire week.
- d. A week in which a regular holiday falls shall be scheduled as a five (5) day, eight (8) hour work week.
- e. An employee who becomes ill and the illness extends to disability, will be assumed to remain on the schedule last worked until the employee is able to return to work or after the disability benefits have been exhausted.
- f. All other contract provisions will apply to employees assigned to work four (4), ten (10) hour days.

13.03 A relief period of not in excess of fifteen (15) minutes shall be provided for all employees once each regular-uninterrupted-tour of four (4) hours provided that:

- a. In the Central Office, at the particular location, there is at least one (1) Communications Technician employee on duty;
- b. Cable Splicers and Service Technicians shall, whenever possible, take their relief periods between jobs. Otherwise, they may leave a job, or their truck at a point en route, during their relief periods, provided they do not leave Company work or property unprotected and return to work promptly at the end of the relief period;
- c. Crews shall take their relief periods at times to be determined by the Supervisor or his assigned representative who shall take into consideration the work and service conditions, location and also that it is desirable for the relief periods to be taken near the middle of the work session. Crew employees may leave the job or their truck at a point en route, during their relief periods, provided they do not leave Company work or property unprotected and return to work promptly at the end of the relief period;
- d. All such rest periods shall be considered and paid for as time worked, provided that the employees assigned to work on Company premises shall not leave the Company's premises during any such rest periods if coffee facilities are made available to employees on the Company premises.

13.04 All weekly shift assignments shall be scheduled for a period of one (1) week in advance and posted not later than the close of business on Wednesday of the week preceding the weeks being scheduled.

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

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

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

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

- **Scheduled vacation/personal holidays.**
- **First 8 hours worked or not worked on a recognized holiday.**
- **First 8 hours worked on a Sunday.**
- **Paid union time off for joint meetings with the Company.**

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

- **Bereavement, Jury Duty, Witness Duty, Short-term Disability (STD), Workers Compensation, Military, unscheduled vacation/personal holidays hours, and any other paid time off not listed above.**
- **Any non-paid time off, including non-paid union time.**
- **Any call-out hours (worked or those call-out hours not worked which make up the minimum requirement threshold).**
- **Any hours worked over 8 in a workday or 40 in a workweek already paid at the overtime rate.**

**Compensation at the rate of two (2) times the basic hourly straight time rate of pay will be paid for all hours worked in excess of fifty-six (56) hours within the calendar work week. For determining hours worked, all hours compensated for, whether worked or not worked, will be used in the calculation.**

- 13.06 When an employee works outside of his regular scheduled hours after having been released from a regular shift, or before the scheduled starting time of his next regular shift, he shall be paid for at least a minimum of two (2) hours at his regular overtime rate, except when

he is called out less than two (2) hours before the regular starting time of his next regular shift.

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- 13.07 All overtime shall, so far as is practicable, be equally and impartially divided among the employees who generally work on the class of work being performed in their respective departments and territory.
- 13.08 The Company will assign each employee a regular reporting location. The Company may also assign employees to other temporary reporting locations. Regular or temporary locations may be, but are not limited to, as follows:
- a. Company owned or rented quarters
  - b. A job location at a Business Marketing Organization (BMO) customer premise.
  - c. A training or meeting location for an entire shift or portion thereof.
- 13.09 The Company recognizes that the nature of the work and the health and safety of employees are important factors when assigning work during severe weather. Continuous exposure to the elements in severe weather will not be required except to maintain service and/or protect life or property. The Company will furnish protective equipment, such as tent heaters, heating equipment, or heated motor vehicles so that employees can get out of the weather for periods necessary to avoid continuous exposure. Employees must report.

When scheduled straight time work is suspended by the supervisor due to severe weather, other suitable work will be assigned if available. Employees will be paid for a full day's shift.

The supervisor (outside of the Bargaining Unit) shall make the decision regarding the inclemency of the weather; such decision shall be subject to negotiation as provided for in Article III, Paragraph 3.03, but it shall not be subject to arbitration.

- 13.10 Employees may be required to be available for callout to provide prompt response to customer service requests that are received outside normal business hours. Employees who are assigned to Standby Duty will carry a company provided cell phone. Standby may be for periods of daily (5:00 p.m. to 8:00 a.m.), weekly (8:00 a.m. to 8:00 a.m. beginning and ending on the same day of the week, i.e., Monday to Monday, Tuesday to Tuesday), or weekend (Friday 5:00 p.m. to

Monday 8:00 a.m.). Employees on standby during these periods of time shall be paid the following: daily \$25.00, weekly \$150.00, weekend \$60.00. When a recognized holiday is included, an additional \$40.00 will be paid.

- a. Standby Duty will be rotated among qualified employees within a classification.
- b. Employees on Standby Duty will be permitted to take a Company vehicle home at their option.
- c. When it is necessary to call out an employee to respond to a service affecting condition, the employee on Standby Duty will be called first and will be expected to respond immediately. The employee will receive pay for callout in accordance with Paragraph **13.06** of this agreement in addition to Standby pay.
- d. The Company retains the right to call out employees other than those employees assigned to Standby Duty. Standby Duty does not lessen the responsibility of all employees to accept callouts.
- e. Employees assigned to Standby Duty, who are not available for callout, will be responsible for making arrangements for a substitute.

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**ARTICLE XIV**  
**TRAVELING TIME AND EXPENSES**

- 14.01 When an employee is temporarily assigned to work at a city or town other than the location of his normal assignment, the Company will at its option either:
- a. Furnish daily transportation, on Company time, to and from the location of the temporary assignment.
  - b. Furnish transportation, on Company time, to and from the location of the temporary assignment, at the beginning and end thereof, and also furnish the employee with or reimburse him for the cost of, reasonable board and lodging for the period of such temporary assignment.
  - c. The employee may elect an allowance of \$75.00 a day in lieu of board and lodging on temporary work assignments.

- 14.02 **Home Garaging will be administered in accordance with the current Company policy. The Company reserves the right to amend or discontinue the policy in accordance with Section 2.05. Participation in the Home Garaging Policy will be voluntary and can be cancelled by the Company with thirty (30) days written notice to the Union.** R

**ARTICLE XV**  
**FEDERAL AND STATE LAWS**

- 15.01 Nothing in this Agreement shall be construed to require either party to this Agreement to act in defiance of any State or Federal Law or Regulations having the effect of law, and in the event any such condition arises, it is agreed that the provisions of this Agreement shall be deemed to have been modified in respect to either or both parties to the extent necessary to comply with the law.
- 15.02 Consistent with the other provisions of this Agreement, the Company and the Union agree to continue to support their policies of avoiding discrimination against any employee regarding the terms or conditions of employment because of sex/gender, race, color, religion, age, disability, or national/ethnic origin. The Company will comply with the applicable provisions of the Vietnam Era Veterans' Readjustment Act of 1974, as amended, and the Rehabilitation Act of 1973, the Family and Medical Leave Act (FMLA) of 1993 and the Americans With Disabilities Act (ADA).
- 15.03 Any reference to either the male or female gender in this Agreement is intended to include both genders and is not to be considered as a limitation on either sex.

**ARTICLE XVI**  
**HEALTH AND SAFETY**

- 16.01 Safety rules and regulations issued by the Company and Local, State and Federal Governments for the health and safety of employees and the public shall be strictly complied with. The Union and the Company shall cooperate in implementing all such measures.

**ARTICLE XVII**  
**PUBLIC SECURITY**

- 17.01 Inasmuch as the parties have provided in this agreement for an orderly and peaceful means of resolving grievances, the Company shall not lock-out nor shall the Union directly or indirectly call, sanction,

encourage, finance, and/or assist in any way, nor shall any employee participate, directly or indirectly, in any strike (including sympathy), slowdown, walkout, work stoppage or other interference with operations growing out of any dispute which is subject to the grievance procedure. The Union shall cooperate with the Company throughout said period in continuing operations in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Section. Any employee who violates the provisions of this Article shall be subject to disciplinary action, including discharge.

This also includes the observance of picket lines, signs, or appeals from any labor organization engaged in any such activities, except in situations where an employee has a reasonable, objective belief of bodily harm in which event they will immediately notify management.

The Company will not use any provisions of this section to require employees represented by IBEW 21 to serve another Company location in the event of a strike at that location.

### **ARTICLE XVIII** **GENERAL PROVISIONS**

- 18.01 Any employee temporarily assigned to work four (4) hours or more of any full shift in any position carrying a differential, as set forth herein, shall be paid such differential for each hour of such assignment.
- 18.02 The Company agrees that it will not contract out any of the work which is ordinarily and customarily performed by its regular employees covered by this Agreement if, as a result thereof, it would be necessary to lay off, or reduce to part-time, regular employees who are trained and otherwise able to perform the work and who have seniority status under this Agreement; or so doing would prevent the rehiring of any employees laid off who are trained and otherwise able to perform the work and who have seniority status under this Agreement.

The foregoing prohibition does not apply to the consolidation or transfer of work to other Company locations or subsidiaries of CenturyLink. In such cases the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

- a. The Company agrees to furnish the Union information regarding what work is to be contracted and to whom.

- b. The Company, when contracting is necessary, will attempt to utilize Union contractors whenever possible.
- c. All contractors working within the exchange area will be required to comply with the safety rules as they apply to regular bargaining unit employees.

18.03 Employees electing to receive pay via direct bank deposit shall be paid on the Friday following each bi-weekly pay period and the pay weeks shall be recognized as starting on Sunday and ending on Saturday. Employees electing not to receive their paycheck via direct bank deposit will have their paycheck mailed to their home via U.S. Mail on the Wednesday following each bi-weekly pay period. The Company will not be held responsible for delays in paycheck delivery caused by the U.S. Mail system.

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

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

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18.05 If any employee(s) is requested by the Company to fill a temporary vacancy or to work on a job calling for a higher wage rate than is paid for his regular job, said employee shall receive the higher wage rate for all work performed in such classification. If the employee is temporarily assigned to a job carrying a higher wage rate for more than four (4) hours during any scheduled eight (8) hour shift, the employee will receive the higher rate for the entire shift for that day. Upon return to his regular job he shall again receive his regular rate. If the rate for the job to which he is temporarily assigned is lower, the employee's rate of pay shall not be reduced.

18.06 All regular, temporary, or part-time employees who were transferred into the bargaining unit shall retain any service accumulated to the date of transfer.

All regular, temporary, or part-time employees of the Company who were regular, temporary, or part-time bargaining unit employees of the Company or one of its predecessors at the time their employment was last terminated for reasons other than cause, or left the bargaining unit for reasons other than cause, shall be eligible for bridging bargaining unit seniority after they have completed twenty-four (24) months of continuous employment within the bargaining unit. Bridging only applies to service and seniority that was credited prior to the most recent break in employment.

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

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

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

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

A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the IBEW and not derogatory of the Company or its personnel, may be worn with the uniform. This pin will not cover the Company logo.

The Company shall have the right to amend or terminate the uniform program at any time with thirty (30) days notice to the Union.

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18.09 Each employee consents to the Company's use of telephone monitoring devices for customer service quality assurance purpose as permitted by Illinois State Law.

If the Illinois state law is rescinded, the language in this paragraph shall become null and void.

18.10 If the Company name changes, or it is absorbed or transferred to another Company, or itself absorbs another Company, this Contract will continue in full force and effect.

18.11 Crossing Jurisdictional Boundaries - At the discretion of management, due to service requirements, employees covered by this agreement may be assigned to work at other Company locations outside the bargaining unit jurisdiction. Similarly, employees from other bargaining units **and/or non-bargaining employees** may be assigned to work at Company locations within the bargaining unit performing bargaining unit work. **R**

The parties agree that such assignments as permitted under this agreement are not intended in any way to affect the separate community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.

The Company will not use any provisions of this section to require employees represented by IBEW 21 to serve another Company location in the event of a strike at that location.

#### **ARTICLE XIX** **SHORT TERM DISABILITY (STD)**

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

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



scheduled workday) of non-occupational illness or injury for participants. Written medical certification shall be required.

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

- 19.2 If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, plant/office closure, etc., while the employee is receiving STD benefits under the Plan, the employee may continue to receive benefits until the earlier of either the Plan's benefits are exhausted, the employee fails to comply with the Plan's STD administrative requirements or the employee's doctor (or the IME doctor) states and the Plan agrees that the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.
- 19.3 The Plan Administrator may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, fails to comply with a Company request for an IME, or fails to comply with the requirements of the STD Plan. The Plan Administrator may require such physical or other professional examinations from healthcare providers in accordance with the Americans with Disabilities Act, the Family and Medical Leave Act and/or any other applicable law or regulations as well as when an employee is claiming benefits or privileges under the Plan. The requirement for additional medical or other examinations shall include, but not be limited to, independent medical examinations to confirm a disability, circumstances in which an employee seeks disability or family leave and applies for or is receiving any benefits financed by the Plan; and "fitness for duty" examinations.
- 19.4 STD benefits under the Plan may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (partial or full pay benefits) is a percentage of "base rate pay". Base rate pay for the purpose of determining the appropriate STD benefit will be based on the regular straight time rate of pay. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

- a) **For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2018**, the STD benefit under the Plan is either sixty percent (60%) or one hundred percent (100%) of the base rate. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the benefit payment schedule as identified in the chart below. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.
- b) A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee returns to work for one hundred eighty two (182) consecutive days after any STD benefit usage.

If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
1 yr but < 2 yrs	2 weeks	24 weeks
2 yrs but < 3 yrs	4 weeks	22 weeks
3 yrs but < 4 yrs	6 weeks	20 weeks
4 yrs but < 5 yrs	8 weeks	18 weeks
5 yrs but < 6 yrs	10 weeks	16 weeks
6 yrs but < 7 yrs	12 weeks	14 weeks
7 yrs but < 8 yrs	14 weeks	12 weeks
8 yrs but < 9 yrs	16 weeks	10 weeks
9 yrs but < 10 yrs	18 weeks	8 weeks
10 yrs but < 11 yrs	20 weeks	6 weeks
11 yrs but < 12 yrs	22 weeks	4 weeks
12 yrs but < 13 yrs	24 weeks	2 weeks
13 yrs or >	26 weeks	0 weeks

- c) **For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2018**, the STD benefit under the Plan is seventy percent (70%) of the base rate. The following STD benefit payment schedule is based on completed years of service as determined by the employee's service anniversary date.

<b>If your length of service is:</b>	<b>Then benefits at 70% of Base Salary are paid for:</b>
<b>Less than one year</b>	<b>None</b>
<b>1 year or &gt;</b>	<b>26 weeks</b>

N

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

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

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

**ARTICLE XX**  
**WORKERS' COMPENSATION**

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

**20.02 For employees hired, re-hired, or transferred into this bargaining unit before January 1, 2018, the Company will provide an employee a salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP) equal to 85% of regular base pay when combined with an approved Workers' Compensation claim and statutory payment. For employees hired, re-hired, or transferred into this bargaining unit on or after January 1, 2018, the Company will provide an employee a salary continuation benefit (called Workers' Compensation Supplemental Pay or WCSP) equal to 70% of regular base pay when combined with an approved Workers' Compensation claim and statutory payment.**

N

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

N

- 20.03** An employee is never entitled to more than 85% of regular base pay while absent due to an on-the-job injury. Any overpayments made by receiving both WCSP salary continuation and Workers' Compensation benefit payments in excess of 85% of regular base pay will be deducted from the employee's salary continuation check, regular pay check, or are to be reimbursed by the employee to the Company. The employee receiving an overpayment is deemed to agree to the deduction from the employee's salary continuation check, regular pay check, or to reimburse the Company.
- 20.04** WCSP payments of salary continuation benefits will be in accordance with the CenturyLink Disability Plan (the "Plan") and shall cease upon the earlier of a) an employee's retirement, b) discharge for just cause, or c) when employment would otherwise terminate because of reduction in force.

**ARTICLE XXI**  
**BULLETIN BOARDS**

- 21.01** The Company will provide space for Union bulletin boards, one per location for the Union's exclusive use in those Company locations where bargaining unit employees normally report for work. The appropriate Union representative and the appropriate Company representative will mutually decide upon location of the boards.
- 21.02** The Union agrees to post notices about the following matters: elections, meetings, reports, other official Union business and notices of Union social and recreational activities.
- 21.03** The Union will not be prohibited from posting political material, Union activist materials, or Agreements concluded by the Union and the Company.
- 21.04** The Union assumes responsibility for complete compliance with the spirit and intent of the provisions of this article. If the Company believes that the posted material is not in the spirit and intent of the

provisions of this Article, such material shall be brought to the attention of the Business Representative of the Local Union. After discussion with the Business Representative of the Local Union, if there is still disagreement regarding posted material the Business Representative of the local Union will direct removal of the materials by local Union Stewards.

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

**22.01** At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments, bonuses, or commissions and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition or incentive programs, however, both parties mutually agree to the above mentioned unilateral Company right. If and to the extent that any such recognition programs, incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future recognition programs, incentive programs, individual bonuses, or commissions.

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

**ARTICLE XXIII**  
**HEALTH AND WELFARE**

**23.01** Effective October 1, **2016**, and continuing for the term of this Agreement, the Company agrees to provide employees covered by this Agreement the same group medical insurance (to include prescription drug), group dental, group vision, employee life insurance, dependent life insurance, basic long-term disability insurance, supplemental long-term disability insurance, accidental death and dismemberment, health care flexible spending account and dependent day care flexible spending account, and at the same premiums, as the Company provides for its non-bargaining employees employed by the Company in the exchanges covered by this Agreement. The Company in its sole

**R**

discretion may provide the coverage and benefits required by this Article through insurance and/or self-funded plans.

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

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

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

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

#### 23.02 Retiree Medical Benefits:

##### Employees hired prior to January 1, 2008:

To be eligible for retiree medical and dental benefits, employees must be at least age 55 with at least 10 years of service at time of retirement. Years of service for eligibility are based upon an employee's original date of hire. Employee receives a credit of \$10 per month per year of service towards their entire retiree premium (for themselves, spouse and family). Years of service commence on the later of (1) November 1, 1998 or (2) an employee's date of hire. The

earliest date years of service may start accumulating is November 1, 1998 for Gallatin River and is frozen as of December 2007. Years of service after December 31, 2007 do not count towards the \$10 per year credit.

Employees hired January 1, 2008 to December 31, 2010:

To be eligible for retiree medical and dental benefits, employees must be at least age 55 with at least 10 years of service at the time of retirement. Retiree will pay 100% of the cost of the medical and dental plans.

Employees who are eligible for retiree health care are also provided retiree life insurance benefits. Employees hired before January 1, 2008 are provided with retiree life coverage equal to the lesser of \$25,000 or 50% of pay as 12/31/2007.

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Employees hired from January 1, 2008 through December 31, 2010 have retiree life coverage equal to \$10,000.

Employees hired on or after January 1, 2011 are not eligible for retiree **healthcare or** life insurance.

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

**ARTICLE XXIV**  
**ADOPTION ASSISTANCE**

24.01 Effective October 1, 2013 and continuing for the life of the Agreement, the Company agrees to include employees covered by this Agreement in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company, subject to the limitations described below.

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

**ARTICLE XXV**  
**TELEPHONE CONCESSION**

- 25.01 Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a telephone concession benefit. It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the concession benefits that are provided to non-bargaining employees at the same location. N

**ARTICLE XXVI**  
**SAFETY FOOTWEAR AND EYEWEAR**

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

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

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

**NOTE:** The Company agrees to reimburse current employees in the identified titles at the time of ratification of the 2016 labor agreement up to \$200 over the life of the contract. Footwear



must be purchased and expensed by September 30, 2019. It is understood and agreed there shall be no further reimbursement for replacement or repair of safety footwear after the initial purchase. Further, employees hired or transferred into this bargaining unit after the ratification of this agreement shall not be eligible for safety footwear reimbursement.

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

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

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

This supplier will bill the Company for the \$75 annual maximum contribution and the remainder of the expense for prescription safety glasses, if any, will be paid by the employee. Employees will be responsible for the cost of prescription safety glasses above the Company’s annual contribution for additional or

**replacement pairs of prescription safety glasses, including frames and/or lenses. Employees will also be responsible for the cost of eye examinations.**

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

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

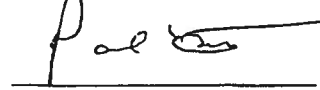
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Gallatin River Communications, LLC

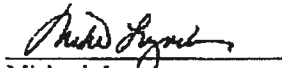


Duane Ring  
Region President  
Midwest Region

International Brotherhood of  
Electrical Workers, Local Union 21



Paul T. Wright  
President/Business Manager



Michael Lynch  
Director  
Labor Relations



Company Negotiating Committee:

John Fordham  
Deanna Moore  
Meredith Moreno

Union Negotiating Committee:

William Henne  
Dave Cottral  
Kevin Hieser

IBEW 21 IL

**CENTURYLINK  
WAGE SCHEDULE - IBEW 21 - PEKIN/DIXON, IL  
EFFECTIVE: OCTOBER 1, 2016\***

49

October 1, 2016

STEP	WAGE SCHEDULE		
	01	02	04
Start	\$10.09	\$10.09	\$10.09
6 Months	\$12.37	\$12.37	\$12.37
12 Months	\$13.34	\$13.34	\$13.34
18 Months	\$14.45	\$14.45	\$14.45
24 Months	\$15.69	\$15.69	\$15.69
30 Months	\$19.98	\$19.98	\$19.98
36 Months	\$21.26	\$21.26	
42 Months	\$24.11	\$24.11	
48 Months	\$30.16	\$29.90	
Group 01	Network Technician, Business Service Technician		
Group 02	Customer Service Technician, Lineperson, Cable Technician		
Group 04	Building Maintenance Person		

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

IBEW 21 IL

**CENTURYLINK  
WAGE SCHEDULE - IBEW 21 - PEKIN/DIXON, IL  
EFFECTIVE: OCTOBER 1, 2017\***

50

October 1, 2016

STEP	WAGE SCHEDULE		
	01	02	04
Start	\$10.24	\$10.24	\$10.24
6 Months	\$12.56	\$12.56	\$12.56
12 Months	\$13.54	\$13.54	\$13.54
18 Months	\$14.67	\$14.67	\$14.67
24 Months	\$15.93	\$15.93	\$15.93
30 Months	\$20.28	\$20.28	\$20.28
36 Months	\$21.58	\$21.58	
42 Months	\$24.47	\$24.47	
48 Months	\$30.61	\$30.35	

Group 01	Network Technician, Business Service Technician
Group 02	Customer Service Technician, Lineperson, Cable Technician
Group 04	Building Maintenance Person

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

IBEW 21 IL

**CENTURYLINK  
WAGE SCHEDULE - IBEW 21 - PEKIN/DIXON, IL  
EFFECTIVE: OCTOBER 1, 2018\***

51

October 1, 2016

STEP	WAGE SCHEDULE		
	01	02	04
Start	\$10.39	\$10.39	\$10.39
6 Months	\$12.75	\$12.75	\$12.75
12 Months	\$13.74	\$13.74	\$13.74
18 Months	\$14.89	\$14.89	\$14.89
24 Months	\$16.17	\$16.17	\$16.17
30 Months	\$20.58	\$20.58	\$20.58
36 Months	\$21.90	\$21.90	
42 Months	\$24.84	\$24.84	
48 Months	\$31.07	\$30.81	

Group 01	Network Technician, Business Service Technician
Group 02	Customer Service Technician, Lineperson, Cable Technician
Group 04	Building Maintenance Person

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

**EXHIBIT A**  
**DIFFERENTIALS**

Lead Person:

\$1.50

Evening and Night Shift:

Excluding the scheduled 10 hour “day” shift, \$1.50 per hour will be paid for all hours of the scheduled shift falling between 5:00 p.m. – 7:00 a.m. If the majority of the scheduled shift falls between 5:00 p.m. - 7:00 a.m., then \$1.50 per hour will be paid for all hours of the scheduled shift.

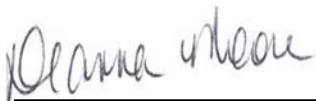
**MEMORANUM OF AGREEMENT**  
**between**  
**GALLATIN RIVER COMMUNICATIONS, LLC**  
**and**  
**IBEW LOCAL 21**

**CENTURYLINK UNION 401(k) PLAN**

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Effective October 1, 2010 or whenever administratively feasible, Gallatin River Communications LLC and I.B.E.W. Local 21 agree the Company matching contribution to the **CenturyLink** Union 401(k) Plan will be sixty cents (\$.60) for every dollar (\$1.00) contributed by the employee, up to six percent of eligible pay.

Gallatin River Communications, IBEW Local 21  
LLC.



Deanna Moore  
Labor Relations Negotiator

\_\_\_\_\_  
William Henne  
Assistant Business Manager



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