

# Company Comprehensive Offer of Settlement

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## ADDENDUM 7 - WAGES

### Section A7.1 General Wage Increase ~~2020 – 2022~~ 2023-2025

Except as otherwise provided in any compensation plan or written agreement between the Company and Union, the following increases to basic wage scales and schedules shall occur during the term of this ~~Extension~~ Agreement:

- Effective ~~June 14, 2020~~ **June 12, 2023**, the ~~hourly weekly~~ base wage in each progression step of each wage scale and wage schedule in this Addendum and wage tables in Addendums 11, 12, 13 and 14 shall be increased by ~~3%~~ **5%**. ~~This wage increase shall be implemented as soon as administratively feasible following ratification of the extension of this Collective Bargaining Agreement.~~
- Effective ~~June 13, 2024~~ **June 10, 2024**, the ~~hourly weekly~~ base wage in each progression step of each wage scale and wage schedule in this Addendum and wage tables in Addendums 11, 12, 13 and 14 shall be increased by ~~2.5%~~ **4%**. ~~This wage increase shall be implemented as soon as administratively feasible following ratification of the extension of this Collective Bargaining Agreement.~~
- Effective ~~June 12, 2022~~ **June 9, 2025**, the ~~hourly weekly~~ base wage in each progression step of each wage scale and wage schedule in this Addendum and wage tables in Addendums 11, 12, 13 and 14 shall be increased by ~~2.5%~~ **4%**. ~~This wage increase shall be implemented as soon as administratively feasible following ratification of the extension of this Collective Bargaining Agreement.~~

~~All wages in this agreement shall be converted to hourly rates. All weekly or~~ Hourly rates shall be rounded to the nearest penny (\$0.01), with exception to the Annual Base Wage tables shown in Section 1 of Addendum 11; Section 1 of Addendum 12; and Addendum 14, which shall be rounded up or down to the nearest dollar (\$1.00).

### RATIFICATION BONUS – NOT TO BE ADDED TO THE CONTRACT

If the Parties reach Tentative Agreement and the bargaining unit ratifies the Tentative Agreement ~~on or before July 29, 2022~~ within 28 calendar days after the Tentative Agreement has been executed, the Company shall pay the following as a ratification bonus: all active bargaining unit employees on the payroll at the close of the payroll period immediately following ratification will receive a one-time lump sum payment of **one thousand dollars (\$1,000)**, minus all applicable taxes and legally required withholdings. The Company will pay this ratification bonus within four (4) calendar weeks after receiving notice from the Union that the Tentative Agreement has been ratified.

If the bargaining unit does not ratify the Tentative Agreement ~~on or before July 29, 2022~~ within 28 calendar days after the Tentative Agreement has been executed, the Company's offer of a ratification bonus is withdrawn.

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## ADDENDUM 3 – LETTERS OF AGREEMENT – RETIREE HEALTH CARE

**RE: Retiree Health Care: Eligible Post-1990 Occupational Retirees  
Annual Cost Caps, Non-Medicare Eligible and Medicare Eligible Retiree Exchange  
Coverage**

Dear Ms. Avila:

This letter will confirm our agreement regarding retiree health care and the provisions surrounding retiree health care caps under the terms of the Lumen Retiree and Inactive Health Plan (formerly known as the CenturyLink Retiree and Inactive Health Plan) and any other applicable Company-sponsored retiree health plan (together (the "Retiree Health Care Plan"). The parties agree that this letter replaces and supersedes all prior letters concerning Retiree Health Care and ~~the Plan~~ any other Company-sponsored retiree health plan.

**A. Plan Eligibility:** Employees hired or rehired on or after January 1, 2024 are not eligible to participate in the Retiree Health Care Plan. Employees who are recalled after January 1, 2024 who were plan eligible during their previous Term of Employment (TOE) will receive bridged service time for the purpose of their benefit eligibility. Employees who are rehired and have either drawn Retiree Health Care benefits or were benefit eligible at their time of initial retirement, will remain eligible under the Retiree Health Care Plan after their TOE ends.

**B. Non-Medicare Eligible Retiree:** The Company shall determine before the start of each year the total expected cost for each Coverage Category for eligible former Union represented employees retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) who are eligible under the Retiree Health Care Plan. The cost to the Company for each eligible former Union represented employee retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) and their eligible dependents (commonly referred to as "Post-1990 Occupational Retirees") shall not exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap detailed below for each Coverage Category. Eligible Post-1990 Occupational Retirees will be responsible to pay premiums (commonly referred to as "Retiree Premiums") equal to the amount by which the total expected annual health care costs for each Coverage Category exceed the Company Retiree Health Care Annual Cost Cap. The Company Retiree Health Care Annual Cost Cap is outlined in the table below.

The Company will pay expected annual health and dental care costs up to the Company Non-Medicare Eligible Retiree Health Care Annual Cost Caps by direct payment and/or payments and/or reimbursements made from the Company sponsored trust funds or other Company sources. Effective January 1, 2009, Retiree Premiums for the expected costs that exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap will apply for eligible Post-1990 Occupational Retirees in order to maintain health care coverage under the CenturyLink Retiree and Inactive Health Care Plan. The Company may modify group coverage tiers (e.g., retiree only, retiree and spouse, etc.) when calculating Retiree Premiums. Administratively, the Retiree Premiums may be collected in monthly installments and will be communicated during the Annual Enrollment period each Fall for the upcoming plan year.

Non-Medicare Eligible Post-1990 Occupational Retirees who participate under the CenturyLink Retiree and Inactive Health Care Plan shall have available the benefits equivalent to the average

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actuarial value of the benefits provided from time to time under the ~~CenturyLink Retiree and Inactive Health Care~~ Plan for active Union represented employees, and the Company shall continue to have

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the right to amend such benefits. The provision of these benefit options in the ~~CenturyLink Retiree and Inactive Health Care~~ Plan does not waive or negate the “exempt” status of the ~~Retiree Health Care~~ Plan under the Patient Protection Affordable Care Act of 2010 (“PPACA”). This paragraph will not apply to employees who retired under ERO 1992 who are eligible for benefits consistent with the 1992 ERO health care commitment.

- C. Medicare Eligible Retiree:** The cost to the Company for each eligible Union represented employee retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) and their eligible dependents (commonly referred to as Post-1990 Occupational Retirees) shall not exceed the Company Medicare Eligible Retiree Health Care Annual Cost Cap detailed below for each Coverage Category.

Post-1990 Occupational Retirees who are eligible for coverage as defined by the terms of the ~~Retiree Health Care~~ Plan and who are eligible for Medicare will be eligible to obtain their health care from a Medicare Exchange service for supplemental retiree healthcare which ~~was will be~~ implemented during the calendar year of 2014 and ~~currently continues thereafter~~. With the introduction of the Medicare Exchange service, Medicare-Eligible Post-1990 Occupational Retirees ~~are will~~ no longer ~~be~~ eligible for or covered under the ~~Company's group healthcare plan, CenturyLink Retiree and Inactive Retiree Health Care~~ Plan, except for purposes of dental coverage and the Health Reimbursement Account (HRA). ~~The Company CenturyLink~~ shall notionally provide the Company Medicare Eligible Retiree Health Care Annual Cost Cap to a Company-sponsored ~~Health Reimbursement Account (HRA)~~. The HRA annual amount is prorated in the year the HRA is implemented and also in the retiree's year of retirement to equal the number of months left in the calendar year.

Eligible Retirees may submit to the HRA for reimbursement (up to the maximum amount of the Company Medicare Eligible Retiree Health Care Annual Cost Cap identified in the table below) for any medical expense under Section 213(d) of the Internal Revenue Code, including the premiums paid for private Medicare Supplement or Advantage individual policies, private prescription drug policies, dental (either ~~CenturyLink Lumen~~ group plan or private), and private vision policies, selected through an Medicare Exchange service facilitated by the Company or a Medicare Supplement or Medicare Advantage individual policy selected on their own. Medicare Part B premiums and IRS 502 eligible out-of-pocket healthcare expense (e.g., copays, etc.) may also be submitted to their HRA for reimbursement. Monthly auto-reimbursement may also be available if the retiree and/or spouse uses the Medicare Exchange service (described below) to enroll in coverage if offered by the insurance carrier selected by the retiree.

Dental coverage will continue to be available to Medicare-Eligible Post-1990 Occupational Retirees through the Plan. Medicare-Eligible Post-1990 Occupational Retirees will have the ability to decide how to allocate their Company Medicare Eligible Retiree Health Care Annual Cost Cap in their HRA to reimburse eligible premiums for Medicare Supplement or Medicare Advantage private individual policies, including prescription drug coverage and/or to also use it to pay for their group dental coverage under the CenturyLink Retiree and Inactive Health Plan or individual dental insurance policy.

Effective January 1, 2024, any unused current year funds in the HRA in a calendar year will not roll over to the next year. Any unused rolled over funds from prior years and may be used to reimburse eligible expenses in subsequent years. Eligible expenses will be deducted first from the current year funds prior to oldest previous rollover funds prior to the current year. The Company will provide notice

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to eligible Retirees of the amount of rollover fund available to them and how those funds can be used i.e. over the counter medication, Medicare Part B, Dental and Vision, etc.

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Retirees are not required to use the Medicare Exchange service to be reimbursed from the HRA. Instead, Eligible Retirees and/or spouses may elect Medicare Supplement or Advantage private individual policies on their own or through a local broker and be eligible to receive reimbursement from the HRA by manually requesting the reimbursement.

The Company will review with the Union the criteria to be used in the selection of the HRA Plan Administrator. The Company will notify the Union of any such selection and the reasons for such selection. In the event of a change in the Plan Administrator, the Company will notify the Union of any such change at least sixty (60) calendar days in advance. The selection by the Company of a Plan Administrator shall be conclusive and shall not be subject to any grievance procedure or arbitration under the collective bargaining agreement or any other agreement between the Company and the Union. The cost related to the administration of the HRA is borne entirely by the Company.

With regard to the group dental coverage under the ~~CenturyLink Retiree and Inactive Health Care~~ Plan, the Company, may modify group coverage tiers when calculating Retiree Premiums. Administratively, the Retiree Premiums may be collected in monthly installments and will be communicated during the Annual Enrollment period each Fall for the upcoming plan year.

**D. Medicare Exchange Service Vendor:** The Company will no longer offer a Group Medicare Supplement Plan or Medicare Advantage HMO's. Instead, the Company will provide a Medicare Exchange service to assist Medicare Eligible Retirees and their Medicare Eligible dependents in selecting a private individual Medicare Supplement or Medicare Advantage type policy. The individual policies offered through the service to retirees and/or eligible dependents are determined by the Medicare Exchange service vendor and will vary based on the available private policies in the retiree's local market.

Group Dental coverage will continue to be available to Medicare-Eligible Post-1990 Occupational Retirees through the Plan. Alternatively, dental coverage may be purchased through the Medicare Exchange service. The cost for either the Group Dental Plan or a private individual dental policy can be reimbursed to the retiree through the HRA.

The Company, in its sole discretion, will select the Company-sponsored Medicare Exchange service vendor. Input from the Union will be considered. The Company will review with the Union the criteria to be used in the selection of the Medicare Exchange service vendor. The Company will notify the Union of any such selection and the reasons for such selection. In the event of a change in the vendor, the Company will notify the Union of any such change at least sixty (60) calendar days in advance. The selection by the Company of a vendor shall be conclusive and shall not be subject to any grievance procedure or arbitration under the collective bargaining agreement or any other agreement between the Company and the Union. Retirees shall not be assessed any fees or additional charges by the Company for use of the Medicare Exchange service.

The joint Health and Wellness Advisory Committee will meet to review and discuss the HRA and Medicare Exchange service programs, including review of HRA plan administrator and Medicare Exchange vendor performance; compliance by vendors with contractual performance standards, review of reports regarding program metrics, enrollments, communications, and other aspects of the HRA and Medicare Exchange service programs. The Committee shall meet as needed ~~no less than twice annually~~ and dates for the meetings shall be set by the Committee. The Committee shall

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explore approaches to compiling and assessing feedback from retirees regarding their experience with the HRA and Medicare Exchange service, such as a retiree satisfaction survey. The Committee shall make recommendations to the Company regarding vendor performance, including the need to rebid the contract as a result of poor performance.

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## **E. Coverage of Surviving Spouses/Domestic Partners and Dependent Children of an Eligible Retiree:**

- a. Eligible former Union represented employees who retires on or after January 1, 2014 or an active employee who qualifies as a retiree (as defined by the Retirement Plan) and dies on or after January 1, 2014 and who are eligible under the Retiree Health Care Plan or Medicare HRA, as applicable – A Post-1990 Occupational Retiree’s Surviving Spouse/Domestic Partner (as defined by the Retirement Plan) and/or Eligible Child(ren) or the Surviving Spouse and/or Eligible Child(ren) of an active employee who qualifies as a retiree (as defined by the Retirement Plan) at the time of death may continue eligibility as follows:
  - For Non-Medicare Eligible Surviving Spouse, he/she will be eligible to continue medical and dental participation in the ~~CenturyLink-Retiree and Inactive Health Care Plan~~ Retiree Health Care Plan with the same benefit plan options choices as a Non-Medicare Eligible Retiree. The cost to the Company for each eligible surviving spouse/domestic partner of an Eligible Retiree shall not exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap portion for a spouse detailed below. Eligible surviving spouses will be responsible to pay premiums (commonly referred to as “Surviving Spouse Premiums”) equal to the amount by which the total expected annual healthcare costs for each Coverage Category exceed the Company Non-Medicare Eligible Retiree Health Care Annual Cost Cap spouse portion.
  - For Medicare-Eligible Surviving Spouse, he/she will be eligible to continue to receive, through the Company sponsored HRA, the Company Medicare-Eligible Retiree Health Care Annual Cost Cap spouse portion for Medicare-Eligible individuals. He/she may also continue to use the Company-sponsored Medicare Exchange service.
  - Eligible Dependent Child(ren) will be eligible to continue to participate in the ~~CenturyLink Retiree and Inactive Health Care Plan~~ Retiree Health Care Plan if they meet the eligibility criteria at the time of the retiree’s retirement/eligible active employee’s death. Coverage for the dependent ends the earlier of when the child loses eligibility under the Plan or attains age 26.
  - The Surviving Spouse cannot add new dependent(s) after first becoming eligible as a Surviving Spouse. For example, the Surviving Spouse cannot add a new child or a new spouse. Also, if a Surviving Spouse or Eligible Child(ren) elect to waive coverage, re-enrollment under the Retiree Health Care Plan at a future date is not allowed.
- b. Eligible former Union represented employees retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO) and on or before December 31, 2013 and who are eligible under the Retiree Health Care Plan or Medicare HRA, as applicable – A Post-1990 Occupational Retiree’s Surviving Spouse (as defined by the Retirement Plan) shall be eligible for six (6) months of Company subsidized COBRA and may continue COBRA coverage up to a total of 36 months by paying the full monthly rate.

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**E. Company Retiree Health Care Annual Cost Cap Table:**

| Coverage Category<br>(Eligible as defined by the Plan)             | Company Retiree<br>Health Care Annual<br>Cost Cap* |
|--|--|
| Eligible Non-Medicare Adult<br>excluding dependent child(ren)      | \$6,250 per retiree<br>\$6,250 per spouse          |
| Eligible Child(ren) (incl.<br>handicapped)**                       | \$2,070 maximum                                    |
| Eligible Medicare-eligible Adult<br>excluding dependent child(ren) | \$2,570 per retiree<br>\$2,570 per spouse          |
| Waived Coverage  | \$0  |

\* *Company Retiree Health Care Annual Cost Cap includes subsidy for medical and dental.*

\*\* *Eligible Child(ren) (including handicapped) as a Coverage Category under Company Retiree Health Care Annual Cost Cap is based on a child(ren) unit. The unit may include one or multiple eligible children but the maximum cap amount applied is \$2,070 regardless of the number of children covered. In other words, if one eligible child is covered or if two or more eligible children are covered, the Company Retiree Health Care Annual Cost Cap is \$2,070 in both examples.*

In the event the annual expected health care costs (as shown in this Section E above) for any Coverage Category for any available benefit plan option (including buy-down plan options, if any) are below the above stated Company Retiree Health Care Annual Cost Caps, the Retiree Premiums will not reduce below zero dollars (\$0).

G. For eligible active and future retired employees, there shall be no lifetime maximum on the amount of benefits available from the Retiree Health Care Plan during the life of this Agreement.

~~H. Effective January 1, 2009, the Company no longer provides Medicare Part B reimbursement of forty eight dollars and ten cents (\$48.10) per month to any Post-1990 Occupational Retiree or dependent retiring on or after January 1, 1991 (except employees who retired under the 1992 ERO); notwithstanding this, Medicare Part B premiums may be submitted to an Eligible Retiree's HRA for reimbursement under the terms of the HRA and subject to the Company Medicare Eligible Retiree Health Care Annual Cost Cap.~~

- The Retiree Health Care Plan is intended to be a stand-alone "exempt" health care plan, for purposes of the PPACA. The Retiree Health Care Plan as a "stand-alone" plan that does not cover more than two active employees is "exempt" under Section 732 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") from the requirements of PPACA. The Company reserved its rights to decide whether to voluntarily comply with certain provisions of PPACA at its discretion and does not waive the Retiree Health Care Plan's exempt status. Accordingly, although exempt, the Retiree Health Care Plan may be voluntarily amended to comply with certain select provisions of PPACA and any subsequent health care law. This voluntary application of certain PPACA provisions is separate and not a part of any health care

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commitment, including the health care commitment to the Pre-1991 and ERO 1992 Retiree populations.

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- The Company, the HRA administrator and/or the Medicare Exchange service vendor shall develop and present a comprehensive training and education program ~~to assist in the transition to the Medicare Exchange in 2014 for CWA local union leadership and CWA Retiree Chapters. This 2014 Medicare Exchange training shall be offered prior to education meetings with Eligible Retirees to educate them about the transition to the Medicare Exchange in 2014. The meetings will be made available in easily accessible locations to all current Medicare-Eligible Retirees and near-Medicare-Eligible Retirees. Education meetings will also be made available at least once a year for future Medicare-Eligible Retirees.~~ The education programs shall include information related to Medicare, Medicare Supplemental Policies, the HRA, and the Medicare Exchange service.

Sincerely,

Bryan Smith  
Vice President – Labor Relations  
CenturyLink

Concurred:  
Lisa Avila  
Assistant to the Vice  
President  
Communications Workers of  
America

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## IDAHO FALLS WAGE RATE

- ~~Exclude from negotiated general wage increases.~~
- Increase Saves and Solutions basic wage rates by \$1.00 at each wage progression step effective 6/12/2023, 6/10/2024 and 6/9/2025. These increases will occur immediately after the annual general wage increase has been applied for the respective year.
- Increase Elite Resolution Team basic wage rates by \$1.00 at each wage progression step effective 6/12/2023, 6/10/2024 and 6/9/2025. These increases will occur immediately after the annual general wage increase has been applied for the respective year.

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## ARTICLE 11 VACATION, PERSONAL DAYS AND HOLIDAYS

*Revise Section 11.31 as reflected. All other provisions remain unchanged.*

### HOLIDAYS

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

|                                   |                                |
|-----------------------------------|--------------------------------|
| New Years Day                     | January 1                      |
| <u>Martin Luther King Jr. Day</u> | <u>Third Monday in January</u> |
| Memorial Day                      | Last Monday in May             |
| Independence Day                  | July 4                         |
| Labor Day                         | First Monday in September      |
| Thanksgiving Day                  |                                |
| Christmas Day                     | December 25                    |

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## ARTICLE 28

### EFFECTIVE DATE OF AGREEMENT AND DURATION

**Section 28.1** The provisions of this Contract will become effective ~~March 29, 2020~~ April 2, 2023, except as otherwise specified herein and will continue in effect until 11:59 p.m. MDT, ~~April 1, 2023~~ March 28, 2026, unless extended by mutual agreement.

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

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

**IN WITNESS WHEREOF**, the Union and the Company have caused this Agreement dated ~~August 16, 2019~~ July 1, 2022, to be executed by their authorized representatives.

#### COMMUNICATIONS WORKERS OF AMERICA

#### QWEST

SIGNED: Lisa Avila

SIGNED: Bryan Smith

SIGNED: Anthony Scorzo

SIGNED: Stephanie E. Miles

SIGNED: Michael C Salazar

SIGNED: James Castleberry

SIGNED: Thomas Denos

SIGNED: Josh Meeuwse

SIGNED: Valerie Packer

SIGNED: Paul Castañeda

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## FUTURE OF WORK

### DEFINITIONS

Fully Remote Reporting Employee      An employee approved by the Company to work remotely from the employee's place of residence whether designated by the Company, hired into a remote reporting assignment or who Post and Bid into such a position. The employee's residence shall be the employee's designated PRP.

Hybrid Reporting Employee      An employee approved by the Company to work a combination of remote work from the employee's place of residence and work from a Company facility, whether designated by the Company, hired into a Hybrid Reporting assignment or who Post and Bid into such a position. The employee's Company work location shall be the employee's designated PRP.

Work from Work Employee      An employee who is designated to work from a Company location. The Company location is the employee's designated PRP.

**Note: The Company will not change designations for arbitrary and capricious reasons.**

## ARTICLE 2 – HOURS AND DAYS OF WORK BUSINESS DISRUPTION

**Section 2.11** (second paragraph – first paragraph remains unchanged)

Fully Remote Reporting employees will receive business disruption payment if the disruption is due to Company-provided equipment failure or outage on a macro level – such as a network system crash, an electrical plant power outage, or telecommunications system, which is widespread and impacts the neighborhood, community or local area. Employees will not receive business disruption payment if the disruption is caused by the individual employee's equipment failure or an outage specific to that individual employee's home; however, the Company may, at its sole discretion, apply the business disruption payment in such circumstances if the outage occurs outside the home. The Company reserves the right to address a pattern of abuse or questionable circumstances. The employee will be expected to verify conditions upon request. However, in such circumstances the Company may permit them, subject to the needs of the business, to flex their work schedule in order to make up for time missed, use vacation/personal day time, or excused unpaid time. The Company still maintains its right under this Section to reassign employees alternative work as well as a different work location and if applicable, the provisions of Article 9 shall apply.

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## ARTICLE 3 - DIFFERENTIALS AND ALLOWANCES

**Section 3.9** The Company agrees to provide power cords and the following equipment to Hybrid Reporting and Fully Remote Reporting Employees at no cost to employees and may, in its discretion, provide additional equipment as it deems appropriate:

1. Computer
2. Docking Station (for employees with laptops only)
3. Computer Mouse
4. Computer Monitor
5. Keyboard
6. Headset
7. Ethernet Cord

## ARTICLE 8 – PRIMARY REPORTING PLACE

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

**Hybrid Reporting employees will not be entitled to travel time, transportation and/or travel expense treatment when they travel to their regular work location unless the Company directs the employee to commute between the employee's home and regular work location during the course of the employee's tour.**

**Section 8.2** Fully Remote Reporting employees' residence shall be their designated PRP. In situations where a Fully Remote Reporting employee was impacted by a Company building site closure in 2020, the employee's RCA will remain unchanged unless otherwise altered under a different provision of this agreement. Employees that move to a different RCA as described below shall be reassigned to the new RCA.

When the Company designates a Work from Work or Hybrid Reporting position to be changed to a Fully Remote Reporting position, or vice versa, the employee shall continue to be assigned to the same Local Union jurisdiction. The Union may request a change in an employee's assigned Local Union jurisdiction for the purpose of union-representation and the Company will generally approve such requests.

All employees hired or who Post and Bid into a Fully Remote Reporting position will have their home residence designated as their PRP and their RCA will be based on their PRP. An employee's PRP must be located within an RCA defined in Addendum 6.

Fully Remote Reporting employees will be permitted to move their place of residence within their current RCA. Additionally, they may move their place of residence outside their current RCA provided the move is no more than sixty (60) miles further than their original RCA. Notice to the employee's manager must be provided thirty (30) calendar days in advance if foreseeable. Any employees requesting to move their residence beyond sixty (60) miles outside their current RCA must present their request to an appropriate manager, as designated by the organization, who will have the authority to approve or deny the request in the Company's sole discretion based on business need. An employee's PRP must remain within an RCA defined in Addendum 6.

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Employees must ~~keep maintain~~ their current address and contact information **updated** in the Company's electronic record system (currently Success Factors).

**When the Company changes the work reporting designation of an employee from Work from Work Reporting to Fully Remote Reporting and the employee is unable to work as a Fully Remote Reporting employee, the Company and the Union will discuss alternative solutions about the effect on the employee.**

**Section 8.3** Each month, the Company will provide the Union with the names, work locations, and effective dates, of employees who have been assigned by the Company to be in a Fully Remote Reporting position or changed by the Company from a Fully Remote Reporting position to a Work from Work or a Hybrid Reporting position.

## ARTICLE 15 - UNION COMPANY RELATIONSHIP

### BULLETIN BOARDS

**Section 15.22** (add as last sentence to existing paragraph)

In locations where the Company has designated employees as Fully Remote Reporting, the Company will provide the Local Union the use of a virtual bulletin board.

**Section 15.23** (add as last sentence to existing paragraph)

Postings on the Company provided virtual bulletin board shall not require signature although the authorized Union representative(s) with access rights to the bulletin board shall be responsible for complying with the provisions contained in this Section.

## ARTICLE 19 – FORCE ADJUSTMENT AND FORCE REDUCTION

### ADJUSTMENT GROUP

**Section 19.5** (second paragraph)

With respect to force adjustment/reduction activity, for an organization with employees designated as Fully Remote Reporting, Hybrid Reporting and Work from Work, the following shall apply:

- A. Mass Markets Customer Contact Centers: The force adjustment group will be defined by organization and by job title, combining all Work from Work, Fully Remote Reporting, and Hybrid Reporting employees into one force adjustment group.
- B. Mass Markets Repair Organization: The force adjustment group will be defined by organization and by job title, combining all Work from Work, Fully Remote Reporting and Hybrid Reporting into one force adjustment group.
- C. All Other Organizations:

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- (1) Employees who are in an organization whose employees are designated as Fully Remote Reporting shall comprise one force adjustment group defined by organization and job title.

Or

- (2) Employees who are in an organization whose employees are designated as Hybrid Reporting and/or Work from Work, will comprise one force adjustment group as defined by organization, RCA, and job title.

Or

- (3) Employees who are in an organization whose employees are designated as Fully Remote Reporting, Hybrid Reporting and/or Work from Work will comprise one force adjustment group as defined by organization, RCA (which shall include the RCA in which the surplus is declared and any adjacent RCA within 60 miles of that RCA), and job title.

In the event of a declared force adjustment and force reduction under this Article, employees shall remain in the force adjustment group by their prior Fully Remote Reporting, Hybrid Reporting, or Work from Work designation, unless sixty (60) calendar days have elapsed between the effective date of their reporting designation change and the announcement date of the force adjustment and force reduction.

## SURPLUS RESOLUTION PROVISIONS

**Section 19.6** Employees in the Adjustment Group, within seven (7) calendar days of the surplus notification, will be covered on the provisions and entitlements available under this Article. Available surplus resolution provisions include reassignment, Voluntary Separation Payment Program (VSPP),

Surplus Transitional Leave of Absence (STLA), Expanded Voluntary Separation Payment Program (EVSP), elimination of contractors, Incidentals and Terms, and layoffs/Involuntary Separation Payment Program (ISPP). Details on these provisions are as follows:

(A) **Reassignment:**

- (1) **Follow your Work:** When work of a Force Adjustment Group(s) is being transferred to another RCA, the Company shall offer employees in the Adjustment Group(s) the opportunity to transfer to the work group(s) in the receiving RCA and/or a Fully Remote Reporting work assignment, if available, when there are openings the Company determines are to be filled. Such transfer shall not create a surplus in the same title and function in the receiving RCA and/or Fully Remote Reporting force adjustment group.

## ARTICLE 21 - POST AND BID PROCESS

**Section 21.10** When posting a position, the Company has the sole discretion to determine if the position will be a Work from Work, ~~or~~ a Fully Remote Reporting or Hybrid Reporting position and the applicable RCA(s), as long as the position is placed in a location identified in Addendum 6. Employees who move between Work from Work, Fully Remote Reporting or Hybrid Reporting positions will keep all accrued time-in-location, as long as they remain in the same job title in the same organization. The same will apply to Article 19 moves when moving within the same organization and job title.

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## ADDENDUM 3 – LETTERS OF AGREEMENT

### Union Representation Rights For Occupational Employees

The purpose of this document is to provide further clarification on when an employee is entitled to have a steward present, or virtually present for employees designated as Fully Remote Reporting employees. during a meeting with management. An employee has the right to a union representative, upon request, in investigatory interviews, and when discipline is being administered.

[Change only to this paragraph, all others remain the same]

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## NEW LETTER – NETWORK TECHNICIAN (SPLICING) POSITIONS

July 1, 2022

Ms. Lisa Avila  
Administrative Director to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111-2745

### RE: NETWORK TECHNICIAN POSITIONS – NETWORK IMPLEMENTATION ORGANIZATION

Dear Lisa:

During Early Bargaining we discussed the Union's concerns over job security for its members, the Company will add approximately 235 Network Technician positions in the Network Implementation Organization to perform work in our Quantum Fiber business. The exact locations (city/state) and number of positions per location will be determined by the Company. These positions may be filled through a combination of Article 21, the Post and Bid Process, the National Transfer Plan and/or external hires/rehires. If employees currently holding the Network Technician or Broadband Technicians job titles in the Mass Markets Field Operations Organization are interested in this job assignment, they may apply. In addition, the Company reserves the right to assign these Network Technicians to perform installation and repair work, including cable maintenance work, as needed in accordance with Article 7.

~~The provisions of Article 4, Section 4.5 of the contract do not apply to new hires or rehires into this title on or after the date of ratification of the Tentative Agreement.~~

~~The provisions of Article 4, Section 4.7 of the contract shall apply to new hires and rehires into this title, but Section 4.7(a) shall be revised as follows: When mandatory overtime is required as determined by the Company the limit of mandatory overtime shall be 16 hours per calendar week during 16 weeks of the year. All other provisions of Section 4.7 will apply without change.~~

**The Company will not layoff any employees hired to perform the work covered by this Letter of Agreement and then contract out the work, during the term of the 2023 collective bargaining agreement.**

Sincerely,

Bryan Smith

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## NEW LETTER OF AGREEMENT – NATIONAL NETWORK/ENTERPRISE WORK

July 1, 2022

Ms. Lisa Avila  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111-2745

### RE: MASS MARKETS FIELD OPERATIONS ORGANIZATION - TECHNICIAN SUPPORT OF NATIONAL NETWORK/ENTERPRISE WORK

Dear Ms. Avila:

The Company and the Union have previously entered into Letters of Agreement allowing the Company the discretion to temporarily assign non-union work to union-represented employees on the condition that doing so would not expand or change the scope of the Recognition provision in Section 1.1 of the parties' Collective Bargaining Agreement (CBA) or give the bargaining unit the right to perform that work on an on-going basis.

Based on our discussions during Early Bargaining regarding the Union's concerns on job security, the Company will ~~commit to~~ utilize CWA represented technicians to perform CenturyLink Communications, LLC (formerly Qwest Communications Company (QCC)) work. This "National/Enterprise work involves the installation and repair work between the local central office and the Enterprise customer's demarc which runs across Lumen's national network. This work has not been supported by local CWA represented technicians.

To perform this "National/Enterprise Work" the Company may use Customer Service Specialists (CSSs), Customer Premise Equipment Technicians (CPE Techs), Central Office Technicians (COTs), Customer Data Technicians (CDTs), Broadband Technicians (BBTs) and/or Network Technicians (NTs)t, at its sole discretion, to:

- Install, test and turn-up national network equipment including the Network Interface Device (NID) and/or the GPON Optic Network Terminal (ONT).
- Perform building extension work.
- Install Customer Premise Equipment (CPE).

The Company has the sole discretion to assign (or to not assign) such work to D7 union-represented employees without limitation or restriction, subject to the following conditions:

1. Such work may be performed by the CSS, CPE Tech, COT, CDT, BBT and/or NT job titles in the bargaining unit. The work is not subject to: Article 1; Article 19; the Letters of Agreement on Cross Jurisdiction, Contracting of Work; the Executive Work Council; or any other portion of the parties' CBA.
2. Union-represented employees who are assigned such work under this Letter of Agreement shall be compensated at their basic wage rate, pursuant to Addendum 7 of the CBA.

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3. The work functions that may be assigned to the CSS, CPE Techs, COTs, CDTs, BBTs and/or NTs under this Letter of Agreement in no way alters the status of these work functions as non-union work.

This Letter of Agreement will expire at 11:59 p.m. MDT on March 28, 2026, unless mutually extended by the parties. The Company, at its sole discretion, may cancel this Letter of Agreement at any time, with written notice to the Union's Bargaining Agent.

Sincerely,

Bryan Smith

Concurred: Lisa Avila  
Communications Workers of America  
Date:

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~~November 1, 2019~~ April 2, 2023

~~Ms. Susie McAllister~~ Lisa Avila  
~~Administrative Director Assistant~~ to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111-2745

**RE: Contracting of Work – Mass Markets Repair Consumer and Small Business POTS and High Speed Internet Repair Call Handling (19-037)**

Dear Ms. ~~McAllister~~ Avila:

During the course of the 2012 contract negotiations, the parties discussed the contracting of legacy Qwest work associated with consumer and small business POTS and High Speed Internet (HSI) repair call handling, which at the time was part of the Customer Implementation and Assurance (CIA) Organization, under Vice President Andy Mika now the ~~Mass Markets Consumer & Small Business Repair Organization~~ under Vice President Glen Garbelman ~~Brian Bond~~. While much of this work is currently contracted out due to cost efficiencies, the parties have acknowledged the Union's concerns regarding employment security and the use of contractors.

As a result of the ~~2012~~ 2022 Early Bargaining, contract negotiations, and subsequent 2017 and 2019 negotiations, the Company and Union agreed to extend the prior Letter of Agreement dated October 7, 2012, whereby the ~~Mass Markets Consumer & Small Business Repair Organization~~ will continue to operate with a minimum of ~~forty percent (40%)~~ thirty percent (30%) of the total calls answered for consumer and small business POTS and HSI repair for legacy Qwest will be handled by union represented employees with the remainder of POTS and HSI repair calls handled by contractors.

While the Company may, at its sole discretion, exceed the percentage of calls handled by represented employees above the minimum ~~40%~~ 30% threshold without restriction or limitation, the parties agree that by doing so does not establish a precedent or past practice of altering the commitment on the minimum percentage handled by represented employees.

The Company agrees that a minimum of ~~30%~~ 40% of the consumer and small business POTS and HSI repair calls answered and 20% of chats answered will continue to be handled by union represented employees in the job titles of Screening Consultant and Repair Service Attendant for the life of the ~~2020~~ 2023 Qwest/CWA Collect Bargaining Agreement. In the event of a force reduction or force adjustment of Screening Consultants or Repair Service Attendants, if any, the provisions of Article 19, Section 19.6(F)(2) shall apply to impacted employees who are in these two job titles.

In order to fulfill the commitment for the minimum percentage of answered consumer and small business POTS and HSI repair calls handled by represented employees of the Qwest/CWA bargaining unit, the Company will establish the following reporting process:

**Data Source** – ~~Incoming answered consumer and small business POTS and HSI customer calls handled by CWA represented employees will be gathered using reports from the Avaya system while the number of incoming answered calls handled by the contractor(s) will be pulled using reports from MRT, a data~~

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~~mart warehouse that receives automated feeds from the switches. MRT is the official database for vendor call handling reporting. TBD multiple data sources~~

**Periodic Reporting** – During the life of the ~~2020~~ 2023 Qwest/CWA CBA, the Company will provide to the Union on a quarterly basis through the Executive Work Council the number of total incoming answered calls and chats for legacy Qwest consumer and small business POTS and HSI repair ~~calls~~ and the percentage of answered calls and chats handled by represented employees and those handled by contractor(s).

**Expedited Dispute Resolution Process** - The Company and Union have agreed to an expedited dispute resolution process, as defined below, should the Union believe the Company has violated this Letter of Agreement and exceeded the percentage of contracting of work commitment as established by this Letter of Agreement.

1. The Union will provide the Company's Bargaining Agent written notice of the grievance within seven (7) calendar days from when it discovers the information that caused it to believe a violation has occurred. The Union shall provide to the Company the information and its source to support its allegation that a violation has occurred.
2. The Company shall meet with the Union's Bargaining Agent within seven (7) calendar days following receipt of the Union's written grievance and supporting information to discuss and attempt to reach resolution of the grievance. Within seven (7) calendar days following the meeting, the Company shall provide the Union its final disposition.
3. Within five (5) calendar days following receipt of the Company's disposition, the Union may appeal the grievance and move it to arbitration. Within seven (7) calendar days after the grievance has moved to arbitration, the Company and Union shall select an available arbitrator from a mutually agreed to panel of seven (7) arbitrators who are members of the National Academy of Arbitrators located in the following states: Colorado, Idaho, Montana, Oregon and Washington. A panel arbitrator must be able to hear the case within thirty (30) calendar days following selection of the arbitrator and will be heard on consecutive days until completed, including weekends.
4. If no panel member is available within the thirty (30) day timeframe, the case will be referred to an arbitrator provided through the FMCS process to be heard within thirty (30) calendar days following selection of the arbitrator. The Union may request a list of arbitrators from FMCS immediately following the grievance being appealed to arbitration to expedite a hearing, in the event there are no designated arbitrators available from the predetermined panel, as identified in subparagraph numbered 3 above. The FMCS panel shall require that all arbitrators provided on the list be members of the National Academy of Arbitrators. The striking of the FMCS panel to select the arbitrator shall be completed within seven (7) calendar days from receipt of the panel or the determination that none of the seven (7) predetermined list of arbitrators are available, whichever is later.
5. The arbitration hearing shall be held in Denver, CO, at a neutral location, unless otherwise mutually agreed by the parties. Witnesses who are otherwise not available may appear by telephone if they so desire.
6. Post hearing briefs will be permitted although not required. Post hearing briefs, if any, must be filed with the arbitrator within ten (10) calendar days following receipt of the hearing's transcripts, which shall be requested on an expedited basis.
7. Within ten (10) calendar following the close of the hearing or receipt of the post hearing briefs, whichever is later, the arbitrator will issue a written decision to the parties followed up within twenty (20) calendar days with the arbitrator's supporting rationale, opinion and award.

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8. The Company and Union shall equally share all fees of the arbitrator, transcripts, and any other related costs. Each party shall be responsible for costs associated with their respective witnesses.
9. The sole issue before the arbitrator shall be whether the Company violated the percentage of contracting commitment as referenced in this Letter of Agreement, and if so, what shall be the remedy.

This Letter of Agreement is effective April 2, 2023 and will expire with the expiration of the 2020-2023 Qwest/CWA Agreement unless the parties mutually agree to extend this Letter of Agreement.

Sincerely,

Bryan Smith

Concurred: Lisa Avila  
Communications Workers of America  
Date: July 1, 2022

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April 2, 2023

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

**RE: Contracting of Work**

Dear Ms. Avila:

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

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

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

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

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When work normally performed by bargaining unit employees is contracted to meet immediate needs or short-term situations, the Company will review and discuss the activity with the local union representatives ~~as seen as practical~~ before any such contracting is implemented.

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

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

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

If you concur, please sign below.

Sincerely,

Bryan Smith  
Director – Labor Relations  
CenturyLink

Concurred:  
Lisa Avila  
Assistant to the Vice President  
Communications Workers of America

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~~November 1, 2019~~ July 01, 2022

Ms. ~~Susie McAllister~~ Lisa Avila  
Assistant to the Vice President  
Communications Workers of America, District 7  
8085 East Prentice Avenue  
Greenwood Village, Colorado 80111-2745

**RE: PERFORMANCE ENHANCEMENT PROGRAMS – FIELD & CENTRAL OFFICE OPERATIONS  
(~~19-018~~)**

Dear ~~Ms. McAllister~~ Ms. Avila:

During the 2008 and 2012 collective bargaining negotiations, the parties engaged in discussions regarding the utilization of Performance Enhancement Programs (“PEP”) in the field and central office operations of the Field Operations business segments. Both parties expressed their commitment to coaching employees subject to a PEP in an effort to allow employees the opportunity to be successful.

Employees in the field and central office operations shall not be terminated solely for failure to meet their productivity metric(s) unless they have received a Performance Developmental Plan during the performance management process starting with Documented Discussions and moving forward with progressive discipline (if necessary) which includes:

1. Consideration of whether there are reasonable explanations for the failure to meet the performance metrics (explanations need to be raised by the employee in a timely manner);
2. ~~Discussion with the employee of strategies for meeting such performance metrics~~Coaching during the Month-In-Review meeting that explains the reasons why the employee is not meeting performance metrics, and describes how/what actions the employee should take in order to improve their score;
3. Conducting at least one supervisor or peer quality check of a job completed by the employee;
4. Conducting at least one ride along with the employee;
5. Discussion of possible training opportunities depending on the employee’s training record; and
6. Discussion of other opportunities for improvement as identified by the employee.

The Company is not required to provide any of the developmental opportunities set forth above if the employee refuses to cooperate/participate.

This agreement is effective through the life of the ~~2020~~ 2023 Agreement between Qwest Corporation and Communications Workers of America.

Sincerely,

Bryan Smith  
Vice President – Labor Relations

Concurred: Lisa Avila ~~Susie McAllister~~  
Communications Workers of America  
~~Date: 11-1-2019~~ July 01, 2022