

CENTURYLINK/LUMEN OF MISSOURI

and the

COMMUNICATIONS WORKERS OF AMERICA, Locals 6300, 6311, 6312 & 6373

Final Bargaining Report 2

On May 12, 2022, your CWA Bargaining Committee reached a tentative agreement with CenturyTel of Missouri on a new three year collective bargaining agreement. The following summarizes the *changes* that were negotiated for the new contract. Anything bolded and italicized represents changes resulting in this second tentative agreement. Anything in the current contract that is not listed below has not been changed and will continue forward in the new collective bargaining agreement. ***The Company agreed that if this tentative agreement is ratified by June 12, 2022, it will include full retroactivity back to March 15, 2022, which will also include overtime worked during this time period.***

A contract explanation Town Hall Call for all members will be held at 7:30 p.m. on May 18, 2022.

Wages – All Titles

- Effective March 15, 2022 – 2%
- Effective March 15, 2023 – 2%
- Effective March 15, 2024 – 2%

Article 3 – Grievances

- Changed time limits from 10 working days to 14 calendar days.
- Added language stipulating the addition of an extra day to the time limits for each holiday that falls within any 14 calendar day time limit period.
- Added language requiring the date and time of grievance meetings to be mutually agreeable by both parties.
- Increased the number of bargaining unit employees who will be paid to attend Step 1 grievance meetings to three.

Article 5 – Arbitration

- Changed time limits from 10 working days to 14 calendar days.
- Amended language to provide the Union the right to initiate “stop-the-clock” on time limits rather than seeking the Company’s concurrence.
- Company’s back pay liability limited to 18 months.

Article 6 – Vacations

- Increased vacation entitlements as follows:
 - 0 but < 1 yr. 0 vacation hours
 - 1 yr. but < 5 yrs. 80 hours
 - 5 yrs. but < 10 yrs. 120 hours
 - 10 yrs. but < 15 yrs. 140 hours
 - 15 yrs. but < 20 yrs. 160 hours
 - 20 yrs. but < 25 yrs. 180 hours
 - 25 yrs. and over 200 hours
- Added language protecting employees from being forced to work mandatory overtime on weekends contiguous to scheduled vacation weeks or days.
- Amended language to include Occupational Disability (Worker's Comp) in Section 6.2.

Article 7 – Holidays

- Added Martin Luther King, Jr. Day as a contractual holiday.
- Amended language to eliminate the 90 day ineligibility period for new hires to take personal holidays.

Article 8 – Leaves of Absence

- Amended advance notice language relative to Union representatives requesting time off for Union business.

Article 10 – Contracting and Transferring Work Out

- Amended the restriction on the Company's use of contractors to the impacted Area Designation as described in Article 2 and an additional 50 driving miles from the impacted work location within the state.
- Added language for Company notification and explanation of need to the applicable Local Presidents when it is necessary for employees to cross over Local jurisdictional lines for multiple consecutive days.

Article 11 – Safety, Security, and Health

- Added language regarding the Company's obligation to safeguard the health and safety of its employees.
- Deleted "NOTE" in the current contract relative to the 50% Company subsidy on the purchase of safety footwear, not to exceed \$75. This subsidy was available only to employees who were in titles requiring safety footwear at the time of ratification of the 2017 labor agreement. Additionally, to qualify for the subsidy, the footwear had to be purchased and expensed by December 15, 2017. In its place, the 2022 Settlement Package contains the following:

“The Company agrees to reimburse employees up to \$150 for the purchase of safety footwear, however, footwear must be purchased and expensed by December 31, 2024; receipts are required for reimbursement.”

This improvement doubles the subsidy amount; extends the time period by two years to utilize the subsidy; and makes it available to any applicable employee who is on the payroll in time to purchase and expense their safety footwear by December 31, 2024.

Article 16 – Sickness and Disability Leave Benefits

- Housekeeping – Deleted unnecessary and obsolete “Effective...” language in 16.1
- Changed name of Worker’s Compensation Supplemental Pay (WCSP) to Supplemental Worker’s Compensation Pay (SWCP).
- Changed eligibility for Supplemental Worker’s Compensation Pay (SWCP) to employee’s who have completed one year of service.
- Housekeeping - Corrected omission of “/70%” in 16.8 that was agreed to in 2017 negotiations.
- Added protections for employees suffering a relapse from a previous disability. Successive disabilities due to the same cause that are separated by 30 days or less of active full-time employment will be considered one disability and will not trigger another waiting period.

Article 17 – Group Health Plans

- Added language to include bargaining unit employees in the Voluntary Benefits Program.
- Added language “Should the Voluntary Benefits Program be terminated, the Company will provide a thirty (30) day notice to the Union”.

Article 18 – Pension Plan

- The CenturyLink Retirement Component of the Lumen Combined Pension Plan referred to as the “Retirement Plan”.
 - Add “or recalled”
 - Changes to Compensation, Monthly Compensation and Final Average Pay under the Retirement Plan.
- (i) No Compensation or Monthly Compensation paid to or for the benefit of any Retirement Plan Participant (“Participant”) who currently is, formerly was, or in the future will be, represented by Locals 6300, 6301, 6311, 6312 or 6373 will be taken into account for any purpose of the Retirement Plan after ~~June 30, 2022~~ **March 30, 2023** (the “Compensation Freeze Date”). As a result, each Participant’s Accrued Benefit will be calculated using Final Average Pay (and its predecessor, “Average Annual Compensation,” as each term is defined in the Retirement Plan) that is based only on monthly compensation paid to or for the benefit of the Participant prior to the earlier of (1) the Compensation Freeze Date or (2) the participant’s Severance from Employment.

- (ii) This change is not intended to reduce any Participant's Accrued Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from Employment. If the changes to the Retirement Plan as described in this section should cause a Participant to receive a normal Retirement Benefit (as defined in the Retirement Plan) that is less than the Participant's normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's severance from employment, the Participant will receive the normal Retirement Benefit determined in accordance with the terms of the Retirement Plan as in effect immediately prior to the earlier of (1) the Compensation Freeze Date or (2) the Participant's Severance from employment.

Article 19 – Wages

- Change "Compensated Availability" to "Standby".
- Increase scheduled work day standby from \$27 to \$35.
- Increase nonscheduled work day standby from \$35 to \$40.
- Increase holiday standby from \$55 to \$60.

Article 25 – Job Vacancy All Departments

- Added language to include, "Employees moving to a lower rated position will be placed at their current wage progression step in the wage schedule of the new job title in accordance with Exhibit B. Any subsequent wage increase will be made in accordance with Article 19.3."

Article 26 – Overtime and Sunday Time – All Departments

- Added language to include, "In order to meet this obligation, employees must provide the Company with a can be reached number or utilize the Company-provided phone after hours. If employees are unable to return phone messages in a reasonable amount of time or do not answer, which will be considered unavailability for callout".
- "When administratively feasible, management will endeavor to notify employees of the requirement to work same day mandatory overtime by no later than four (4) hours before the anticipated need. Should there be a need to work mandatory overtime on an employee's unscheduled day, when administratively feasible, management will endeavor to notify the employee by noon on the scheduled workday prior the employee's unscheduled day off".

~~"All hours worked on non-scheduled Sundays (if Sunday is part of the regular posted work schedule, all hours are paid at the basic rate of pay). Employees assigned to work on a scheduled Sunday will be paid a differential of \$2.50 per hour for the first 8 hours worked in addition to their hourly wage rate."~~

~~"First 8 hours worked on a scheduled Sunday (NOTE: Sunday must be part of the regular posted schedule to qualify)." Counts toward the overtime build.~~

- "inclement weather (does not apply to Section 9.5)"

~~"Any hours worked on a non-scheduled Sunday." Does not count toward the overtime build.~~

- “Overtime shall be distributed as equally as possible”.

Article 27 – Work Schedules – All Departments

- Corrected language from 2017 bargaining 48 hours to 56 hours.
- Delete “Retail Only” language

Article 31 – Force Adjustment

- Added language to include, “Release of Contractors – In the event of a reduction in a work group, contractors in the impacted area designations will be released before any bargaining unit employees”.
- Change “classification” to “title”
- Added language to include, “or elect to displace a contractor performing the same or similar work functions in a different area designation as outlined in Article 2, Recognition and Area Designation”.
- “An employee who is bumped shall be added to the surplus list in seniority order and such employee may replace a contractor or exercise bumping rights as specified above”.
- Added language to include, “The Company will be prohibited from utilizing contractors or employees from other bargaining units in the impacted work area designations for a minimum of six (6) months from the time the employee is laid off or dislocated”.
- “In all situations associated with Reduction in Force in accordance with the Article 31, Force Adjustment, the Company will pay moving expenses in accordance with the Memorandum of agreement, Hourly Relocation Plan”.

Article 38 – Recognition and/or Incentive Program

- Delete Retail Store last sentence

New Article 41 – Home Garaging

- 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 Article 21. 1. However, employee participation in Home Garaging, where offered, will remain voluntary.

Memorandum of Agreement – 401(K) Savings Plan

- Increase for employees hired, rehired or transferred into this bargaining unit on or after March 13, 2008 and before July 1, 2015, the match will be 58 cents for every \$1 contributed by the employee, up to a maximum of six percent pay.
- Automatic enrollment for new hires

Memorandum of Agreements

Renewed the following Memorandum of Agreements through the life of the contract:

1. CenturyTel Inc. Plan for Hourly-Paid Employees' Pensions
2. Hourly Employees' Pensions Lump Sum Pre-Retirement Death Benefit
3. Lump Sum Payment Option
4. Payroll Deduction For Cope
5. Common Interest Forum (CIF)
6. Hourly Relocation Plan
7. Interns
8. Voluntary Employees Beneficiary Association (VEBA)

Exhibit C – Job Titles

- Delete the following job titles: Equipment Installer, Mailroom Clerk, Retail Sales Consultant, and Customer Care Specialist. In the event these job titles are reinstated, the agreement will be opened to negotiate the wage rates for these affected job titles.