

**CENTURYLINK NATIONAL SELF NOMINATION TRANSFER PLAN**  
**Effective August 1, 2017**

**Scope and Company's Reservation of Rights**

The CenturyLink National Self-Nomination Transfer Plan (the "Plan") is a job transfer plan that is available to all regular full-time and part-time employees of CenturyLink Participating Companies who want to voluntarily self nominate for open positions that are represented by the Communication Workers of America ("CWA") or the International Brotherhood of Electrical Workers ("IBEW") and covered by a collective bargaining agreement where such open position falls outside of the employee's current collective bargaining agreement, if applicable. "CenturyLink Participating Company(ies)" is defined as all affiliates or subsidiaries of CenturyLink, Inc. as of July 1, 2014. Any company, affiliate, or subsidiary acquired by or merged with CenturyLink after July 1, 2014 will not be considered a CenturyLink Participating Company for purposes of the Plan, unless expressly agreed to by CenturyLink. The Plan is available to active employees who seek job transfers to other companies of CenturyLink and is being extended effective August 1, 2017. Unless expressly allowed by the employee's collective bargaining agreement, temporary, term, or incidental employees are excluded from participating under the Plan.

This Plan is not intended for use to allow employees to self nominate for open positions within the scope of their current collective bargaining agreement but instead for open represented positions covered by other collective bargaining agreements. The Plan does not preclude, limit or prohibit the Company from making company-initiated transfers, force adjustments, force reductions, reassignments or rearrangements of employees, or placements under the provisions of the Parties' collective bargaining agreements.

The Plan does not replace any contractual or administrative policy or process, posting requirement, selection criteria, testing procedures, staffing procedures, or practices used by the Company where the open position exists. The Plan does not add, modify, change, eliminate or discontinue any provision of any collective bargaining agreement between the Parties for where the job opening may exist or the terms and conditions of the employee's current collective bargaining agreement.

The Plan and its provisions are covered by the Parties' various collective bargaining agreements and Letters of Agreement (collectively the "Agreements") and the official plan documents or policies that govern the terms of the employee benefit plans and policies. In the event there is any difference between the information contained in this Plan and the terms, conditions or provisions of the collective bargaining agreement, any Letters of Agreement between the Parties or the Company's official plan documents or policies that govern the terms of the employee benefit plans and policies, the terms of the collective bargaining agreements, official plan documents or policies will govern.

**Eligibility**

Eligibility to self nominate for open represented positions within the companies of CenturyLink is determined by the provisions of the employee's current collective bargaining agreement or the Company's policies, practices or procedures. Unless expressly modified by the employee's current collective bargaining agreement, employees must meet satisfactory performance and any other factors, as determined by the Parties' collective bargaining agreements or Company's policies, to be eligible to self nominate for open positions under this Plan.

**Notice to Employees**

Employees who have interest in seeking other employment opportunities within CenturyLink where the open position is represented by a labor union and covered by a collective bargaining agreement should clearly understand the wages, hours, benefits and working terms and conditions of the new position before applying through the National Self Nomination Transfer Plan. Employees are strongly encouraged to review the collective bargaining agreement of the new position, talk with Human Resources, Labor Relations, or the CenturyLink Service Center regarding health and welfare benefits that may be different than the benefit provisions provided in their current job assignment, including but not limited to health care, pension plan, if applicable, 401(K) savings, paid time off, etc.

The Company encourages employees to seek out employment, health and welfare benefit information, retirement plan information (pension and 401(k), and to understand the collective bargaining agreement provisions in order to make an informed decision regarding the impact of a job transfer and placement into a position covered by a different collective bargaining agreement. There are no retreat rights to return to an employee's former position once awarded and placed into a newly assigned represented position.



## Wage Administration

Wage administration for placement into the newly assigned position shall be governed by the provisions of the collective bargaining agreement of the new position. Placement into the wage scale, wage schedule or hourly rate of pay shall be determined by the established respective wage rates of the collective bargaining agreement for the newly assigned position and the employee's established wage rate of the current position, excluding any wage protection, based on the wage administrative provisions for higher rated, lateral or lower rated positions.

There will be no wage protection, red circle wage rates or other wage allowances, if any, from the employee's previous or current position(s) that shall apply to the newly assigned position. Wage protection, if any, will cease upon placement into a newly assigned position for positions that fall outside of the employee's current collective bargaining agreement.

Unless otherwise expressly modified by the collective bargaining agreement of the newly assigned position, the next wage progression increase, if any, will be six (6) months from placement into the newly assigned position.

## Selection and Placement

Nothing in this Plan shall modify the parties' rights, obligations, requirements, or past practices under their respective policies, plans, administrative practices or collective bargaining agreements with regard to the staffing process and selection procedures or the Union's ability to challenge the Company's selections or placements made under this Plan, subject to the provisions of the Dispute Resolution Process applicable to this Plan.

The Company establishes the relevant skills, knowledge, experience and qualifications of the position. Selection of the best qualified candidate shall be made, at the sole discretion of the Company, for placements under this Plan, unless otherwise specifically modified for candidates by the provisions of the collective bargaining agreement that currently covers them and the open position for which they have applied through the self nomination process. Internal candidates who are outside of the bargaining unit of the open position will compete among all qualified candidates (both internal and external) for job openings regardless of any surplus, reduction in force or force adjustment situation that may provide them priority consideration for open positions that fall within the employees' current collective bargaining agreements.

When two or more qualified internal candidates are being considered for selection into an open position that falls outside of employees' current collective bargaining agreements, the employee's Company Service date (or Greater Length of Service date, applicable for certain employees), at the time of consideration, will govern if all other qualifications of the individuals considered are determined to be substantially equal.

## Company Service Date and Health and Welfare Plans

Employees who participate under this Plan shall be subject to provisions of the collective bargaining agreement of the newly assigned position and the applicable terms of the retirement, health and welfare plans, policies, practices, and other company provided or company subsidized benefits applicable upon placement into the newly assigned position.

CenturyLink employees who transfer under this Plan shall retain their Company service date, as established by the Company upon placement into the newly assigned position. Transfers into represented positions that are covered by the Qwest/CWA Agreement or the Qwest/IBEW Local 206 Agreement shall have their Company service date recognized through the Greater Length of Service (GLS) date, as established by the Company, for definition and application for all health and welfare plans, and applicable provisions of the collective bargaining agreement, as defined by the Letter of Agreement on Greater Length of Service in the Qwest Agreements. Eligibility to participate in the Company health and welfare plans or to participate and vest in retirement plan benefits is subject to the terms and provisions of such plans respectively.

## Paid Time Off, Seniority, and Other Working Terms and Conditions

Often, there are differences in the following areas when employees move into positions that fall outside of their current bargaining unit or the provisions that govern their current job assignment. Employees are strongly encouraged to review and understand the differences, if any, that may occur upon placement into a newly assigned job.



The following list is not all inclusive but is provided as an aid for employees to seek out information on some common areas that generally are impacts for employees who change job assignments outside of their current collective bargaining agreement.

Paid time off	Paid time off varies across the various collective bargaining agreements. Paid time off may be provided under the Company's PTO policy or specific contract provisions for vacation and personal days.
Holidays	Recognized or authorized paid holidays may differ between the Company's recognized holidays and those identified in the collective bargaining agreement.
Seniority	The seniority of an employee may differ based on the use of the Company Service Date or another date that identifies an employee's seniority within the bargaining unit. These dates will be governed by the terms of the collective bargaining agreement for the new position. The seniority of an employee often determines their ability to schedule working tours and paid time away from work, reduction in force status, severance benefits and other provisions.
Illness and Disability	Illness and disability benefits often vary by collective bargaining agreement for both level and duration of coverage, and the required use of paid time off.
Pension and 401(k)	Benefits such as pension, if applicable, and 401(k) for employees and/or dependents may differ in various ways between collective bargaining agreements, such as the Company's match on an employee's participation in a 401(k) savings plan, and the formula for pension benefits, etc. With respect to pension, a transfer may result in ceasing participation in your current pension plan, and the new position may not be eligible for pension or may be subject to different terms and benefits. While any accrued or vested benefit to date would not be impacted, eligibility or plan provisions may change on these benefits for you prospectively for the newly assigned position. You are encouraged to contact the Retirement Service Center or the local Labor Relations Manager for specific information on the impact to your benefits.
Retiree Health and Life Insurance	Benefits such as retiree health and life insurance, if applicable, for employees and/or dependents may differ in eligibility and benefits. A transfer may result in ceasing eligibility for the retiree benefits available upon attaining the required age and service requirements under your current plan provisions, and the new position may not be eligible for such benefits or may be subject to different terms and benefits. You are encouraged to contact the Retirement Service Center or the local LR Manager for specific information on the impact to your benefits.

Employees who move between collective bargaining agreements under this Plan shall use any accrued or earned vacation, personal days or PTO that exceeds the amount of such time provided by the collective bargaining agreement of the newly assigned position prior to placement or shall forfeit such time.

#### **Priority Consideration, Retreat and Recall Rights**

Priority placement considerations, retreat, or Recall Rights, if any, that may apply to employees from their current collective bargaining agreement shall not extend or be applicable to open positions that fall outside of employees' current collective bargaining agreement, regardless of any surplus, reduction in force, force adjustment or Recall Rights provisions, if any, that may apply to such employees. The Plan does not modify or alter the rights for priority placement consideration, retreat or Recall Rights for employees who were extended or granted such rights under the



employee's current collective bargaining agreement. There shall be no employee initiated retreat rights for placements that fall outside of the employee's current collective bargaining agreement.

#### Time in Title / Time In Location

Employees who participate under this Plan shall be subject to the provisions of the employees' current collective bargaining agreement regarding the minimum number of months required to serve in their current job assignment prior to job movement under this Plan. Upon placement into a different position, the employee must serve the minimum number of months required for time in title and/or time in location, pursuant to the provisions of the collective bargaining agreement that covers the newly assigned position.

#### Relocation

Regular employees who accept job assignments outside of their current bargaining agreement may be eligible for company subsidized relocation benefits, subject to provisions of the employee's current collective bargaining agreement and Letters of Agreement, if any, for such relocation benefits.

#### Dispute Resolution Process

All disputes under the CenturyLink National Self Nomination Transfer Plan shall be subject to the following dispute resolution process. Grievances filed under this process shall contain the name of the sole grievant (to be determined by the Union(s)) among all candidates considered for each open position that is filled and/or the section of the Plan claimed to have been violated and a brief description of the circumstances out of which it arose; and the Union's proposed remedy.

- a. **Step 1** – The designated National or District Union representative must file a grievance with the designated Company's Staffing representative or its designate, within twenty calendar days (20) after the event(s) giving rise to the grievance. The designated National or District Union representative and Company representative shall meet within twenty-one (21) calendar days after the grievance was filed. The Company shall present its disposition within fourteen (14) calendar days after the grievance meeting. The Union shall furnish the Company notice of its acceptance, rejection or appeal within fourteen (14) calendar days after receipt of the Company's disposition.
- b. **Step 2** – If the grievance is not resolved at Step 1, the designated National or District Union representative (as designated by the appropriate owner of this plan) will meet with the designated Company's Labor Relations representative within fourteen (14) calendar days after notice of appeal. The Company shall present its disposition within fourteen (14) calendar days after the grievance meeting. The National or District Union representative shall furnish the Company notice of its acceptance, rejection or appeal to Arbitration within thirty (30) calendar days after receipt of the Company's disposition.
- c. **Arbitration** – After the Company has received written notice of the Union's Intent to arbitrate the grievance, the parties shall be subject to the following conditions.
  - i. As is customary in cases such as these, the Union shall have the burden of proof that the Company violated the Plan or was arbitrary in its selection of the candidate who was placed into the open position under this Plan.
  - ii. The parties will share equally in the common arbitration costs, i.e. the arbitrator fees (cost of arbitrator including the associated travel and miscellaneous costs of the arbitrator), meeting room fees, transcript, etc.
  - iii. Each party shall bear their own costs incurred for the arbitration, i.e. witness travel expense and attorney's fees, if applicable.

#### Duration

The CenturyLink National Self Nomination Transfer Plan shall be in effect July 1, 2014 and shall expire on July 31, 2020, unless otherwise extended by mutual agreement between the parties. Any addition, change, modification, elimination or discontinuance of any provision of this Plan shall require mutual agreement by all of the parties.

Entirety of the Plan and Agreement

This Agreement contains the complete Plan and agreement concerning the arrangement between CWA, IBEW and the Company regarding the CenturyLink National Self-Nomination Transfer Plan, as of the date hereof, and supersedes all other similar Plans, agreements or understandings between the Parties, whether oral or written, consistent or inconsistent, with this Agreement. This Agreement may not be amended by the Parties except by a writing executed by all Parties, in accordance with the terms of the Plan.

IN WITNESS WHEREOF, the Parties have duly executed and extended this Agreement, as of the Effective Date.

CENTURYLINK, INC.

Signature: William A. Stubbs

William A. Stubbs

Title: Director - Labor Relations

Date: \_\_\_\_\_

COMMUNICATIONS WORKERS OF AMERICA

Signature: Jay T. Boyle

Jay T. Boyle

Title: Assistant to the Vice President - District 7

Date: 7-31-17

COMMUNICATIONS WORKERS OF AMERICA

Signature: Lisa Bolton

Lisa Bolton

Title: Vice President - Telecommunications

Date: 7/31/17

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Signature: Lonnie R. Stephenson

Lonnie R. Stephenson

Title: International President

Date: 7/31/17

July 31, 2017

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