

AGREEMENT
BY AND BETWEEN
UNITED TELEPHONE OF OHIO

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 1996

BARGAINING UNIT EMPLOYEES
WARREN DISTRICT

EFFECTIVE: MAY 1, 2007
EXPIRATION DATE: APRIL 30, 2010



United Telephone Company of Ohio

2007

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AGREEMENT

THIS AGREEMENT made and entered into this **1st day of** R
May, 2007, by and between UNITED TELEPHONE
COMPANY OF OHIO, hereinafter called the "Company"
and LOCAL UNION 1996, of the INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS (AFL-
CIO-CFC), hereinafter called the "Union".

For the purpose of facilitating the peaceful adjustment of
differences that may arise from time to time, and to promote
harmony and efficiency to the end that the Company, the
Union, the customer, and the general public may mutually
benefit, the parties hereto contract and agree with each other
as follows:

ARTICLE I EFFECTIVE DATE - NOTICE - AMENDMENT

Section 1.1

This Agreement shall take effect **May 1, 2007, and shall** R
remain in effect until April 30, 2010. This Agreement shall
continue in effect from year to year thereafter unless changed
or terminated in the way later provided herein.

Section 1.2

Either party desiring to change or terminate this Agreement
shall notify the other in writing sixty (60) days prior to May
1, 2010. When notice is given for changes, the nature of the
changes desired shall be specified in the notice.

Section 1.3

For the duration of this Agreement either party may request
amendment of this Agreement and the same may be amended
in writing by the mutual consent of both parties.

Section 1.4

Any interpretation or application of this Agreement agreed upon between the Company and the Union in writing shall be binding upon all employees in the Bargaining Unit, the Union and the Company.

ARTICLE II RECOGNITION

Section 2.1

The Company hereby recognized the Union as the exclusive bargaining representative for all Bargaining Unit employees designated in Appendix "A" (including Installer-Repair, Testboard, Warehouse Delivery, Cashier, Coach, Service Activation Specialist, Sales Service Consultant, Specialist, Repair Clerks, Cable Locator and **Mechanic**) within the Company's operations designated as the Warren District with respect to wages, hours and working conditions.

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Section 2.2

The term "Employee" or "Employees" wherever used in this Agreement shall refer to an employee or employees in the unit described in Section 2.1, except as otherwise specifically provided herein. The term "Bargaining Unit Employees" wherever used in this Agreement shall refer to an employee or employees in those job classifications designated in Appendix A (including Installer-Repair, Testboard, Warehouse Delivery, Cashier, Coach, Service Activation Specialist, Sales Service Consultant, Specialist, Cable Locator, Repair Clerks and **Mechanic**).

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Section 2.3

The Union and the Company shall keep each other currently informed of their respective duly authorized representatives including grievance committee representatives.

Section 2.4

Whenever the masculine "pronoun" or "possessive" is used in this Agreement, the feminine "pronoun" or "possessive" is also intended, except as otherwise specifically provided herein.

ARTICLE III UNION SECURITY - DUES DEDUCTION

Section 3.1

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment, from and after the thirty-first calendar day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 3.2

The Company agrees that it will make deductions of Union dues from the pay of each employee within the bargaining unit on the basis of individually signed payroll deduction authorizations, and will pay over the aggregate of such deductions to the Financial Secretary of the Union and in the name of the Union. The Company agrees to make this deduction monthly, as designated in the individually signed payroll deduction authorization, and on or before the tenth day of the month following the month in which deductions are made, send a check for the total amount made payable to the Financial Secretary, IBEW Local 1996 to such person and address as furnished by the Union, together with a list of the individuals' names in the bargaining unit showing from whom the deductions were made, designating as to each individual the amount deducted.

Any change in collection of union dues that requires programming change is to be charged to the Union at cost.

Section 3.3

The Union agrees to save the Company harmless from any claim or action growing out of these deductions and made or commenced by any employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

Section 3.4

If an employee is transferred or promoted to a position outside the Bargaining Unit, the Company will automatically discontinue, at that time, the deduction of Union dues.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.1

For purposes of this Agreement, the term "Grievance" means any complaint or dispute between the Company and the Union or between the Company and an employee. The term "Grievance" also means any such complaint or dispute concerning the interpretation or application of this Agreement or any claim of breach or violation of this Agreement or concerning any disciplinary action taken against an employee.

Nothing in this Agreement shall be construed as restricting the right of an individual employee to adjust any matter within the Company, provided a representative of the Union has been given the opportunity to be present at such adjustment. It is encouraged that the employee and his/her steward discuss the matter with the employee's supervisor before a formal grievance is entered, in the spirit of trying to settle the matter without it having to go to the grievance procedure. If an employee places a grievance in the hands of the Union and a Union representative has informed the

Company that the Union will represent such employee in handling such grievance, the Company will not endeavor to adjust such grievance with such employee without consent of the Union. The time limitations for the grievance procedure provided for herein may be extended by mutual agreement of the Company and the Union. Such grievance shall be processed in the following manner:

Step 1 The aggrieved employee, through the Union, shall present the grievance, in writing on a form mutually agreed upon by the Union and the Company and furnished by the Company, with proper distribution according to the distribution list indicated on the form. The statement of grievance shall set forth the facts involved, the approximate time of the occurrence and/or when the employee first had knowledge of the occurrence, the relief requested and shall be signed and dated by the employee and/or the employee's steward. Grievances shall be presented to the employee's immediate supervisor within thirty (30) calendar days after the employee has knowledge of the event. Within seven (7) calendar days the immediate supervisor shall hold a meeting on the matter with the Union Steward, grievant, and the supervisor having authority over the matter (if different). The immediate supervisor shall then give an answer, in writing (on a form mutually agreed upon, with proper distribution according to the distribution list indicated on the form), to the steward within three (3) calendar days after the meeting with the steward. If it is obvious a grievance cannot be adjusted through this step, it may be escalated to the second step of the grievance procedure by either party.

Step 2 If the grievance is not adjusted at Step 1, within ten (10) calendar days after receiving the answer of Step 1, the Union may appeal the grievance, in writing according to the directions in Step 1, to the employee's immediate supervisor who will forward the grievance to the next level of management. The Union, grievant, appropriate manager, and

the Company Human Resource designee shall meet, via conference calls where applicable, at a mutually convenient time but at least within twenty (20) calendar days after the Union has appealed the grievance. The Company's answer will be given, in writing, to the Union within thirty (30) calendar days after the date of this meeting.

Either party to this Agreement shall be permitted to call employee witnesses in the grievance procedure. The number of employees so called shall be limited to three (3) by each party, except that by mutual agreement additional witnesses may be called by either party. Union representatives and employee witnesses participating in the second step grievance meeting shall be paid a maximum of eight (8) straight time hours per day at their basic hourly wage rate for regular, scheduled work time lost for time involved in such meeting. Each party's grievance hearing committee will be limited to a maximum of three (3) employees.

Section 4.2

Any grievance relating to a discharge or suspension must be filed by the close of the fifth (5th) calendar day following the day on which notice of such discharge or suspension has been given to the Union in accordance with the provisions of Article VII of this Agreement. Such grievances shall then be processed under Step 2 of the above grievance procedure, the first meeting between the Company and the Union is to be held within ten (10) calendar days after the filing of the grievance. The Company's answer will be given, in writing, to the Union within ten (10) calendar days after the date of the meeting. If as a result of the processing under the grievance procedure it is mutually found that the disciplined employee has been justly dealt with, then the action shall be final; if it is mutually found that the employee was unjustly dealt with, the disciplinary action shall be rescinded, and in the case of discharge or suspension, the employee shall be reinstated to the former status as of the date of such

disciplinary action and, unless otherwise agreed to, paid the amount of wages the employee would otherwise have earned by being at work at the basic wage rate less any unemployment compensation received by the employee which the employee is not obligated to repay.

Section 4.3

Where a grievance is not appealed by the Union to the next higher step within the prescribed time limit, it shall be barred from further proceedings.

A grievance not resolved within any step by failure of the Company to meet the prescribed time limit shall be advanced automatically to the next higher step of the grievance procedure.

ARTICLE V ARBITRATION PROCEDURE

Section 5.1

Any grievance that is not adjusted by means of the grievance procedure provided for in Article IV may be submitted to arbitration by either party in accordance with the provisions of this Article.

Section 5.2

Whenever a grievance is to be submitted to arbitration, written notice of such intent shall be served on the party within thirty-five (35) calendar days after receipt of the last written answer as provided for in Step 2 of the grievance procedure. The time for giving notice may be extended by mutual consent of the Company and the Union.

Section 5.3

Within seven (7) calendar days of the giving of such notice, a request will be submitted to the Federal Mediation and Conciliation Service or American Arbitration Association by the President of the Local, or the designated representative, or at the request of the Company, the Human Resources designee, for a panel of seven (7) arbitrators. Within ten (10) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association, the parties will select an arbitrator from the list by each party striking in turn, one strike at a time, three (3) names from said list, the complaining party to have the first strike. The Arbitrator shall be the name that remains after each party has exercised its strikes. Each party shall have the right to reject one entire panel as unacceptable in which case another panel shall be requested from the Federal Mediation and Conciliation Service or American Arbitration Association and the above outlined procedure followed. Arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.

Section 5.4

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 4.1 of Article IV, including disciplinary actions. He shall have no authority to add to, subtract from, or amend or modify in any way the terms, conditions, or provisions of this Agreement, nor of any of the established routines, rules, or practices of the Company which are not inconsistent with the provisions of the Agreement.

Section 5.5

The decision of the Arbitrator shall be final and binding upon all employees, the Company and the Union, and shall be complied with as soon as possible.

Section 5.6

Any administrative filing fee imposed by the Federal Mediation and Conciliation Service or the American Arbitration Association shall be shared equally by both parties. The fees and expenses of the Arbitrator and the cost of the meeting facilities shall be shared equally between the Company and the Union. If both parties desire a transcript of the record, the related costs will be shared, also, equally. Each party will pay its cost for preparing and presenting its case to the arbitrator. Employees representing the Union at the hearing or called as witnesses by the Union will be excused from their jobs, without pay, for the purpose of giving testimony. Such absent time will not be considered time worked within the basic workweek.

Section 5.7

The Arbitrator shall have the authority to include in the award an order for money restitution to an employee, or employees, where improper payment, or failure to make proper payment, is a point at issue or where suspension or discharge is involved.

ARTICLE VI NO STRIKE - NO LOCK-OUT

Section 6.1

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, sympathy strike, 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.

Section 6.2

In the event any violation of Section 6.1 occurs, the Local Union President (or the appropriate Union representative if the Local Union President is not available) shall promptly order the employees involved to cease the violation and return to work at once. If any employee involved fails to obey such order promptly, or if any employee fails to report to work in the course of any action prohibited by Section 6.1 hereof, the employee shall be deemed to have violated Section 6.1 unless such failure is due to circumstances beyond the employee's control.

Section 6.3

If it is contended that any employee was improperly discharged or otherwise disciplined under Section 6.1 hereof, a grievance may be filed under Article IV of this Agreement.

Section 6.4

It is agreed between the parties, however, that it shall not be a violation of this Agreement for employees represented by IBEW Local 1996 to honor any lawful picket line established at any facility of the United Telephone Company of Ohio. Employees will cross any picket line determined by the Union to be informational.

Under these circumstances, the employees honoring such picket line will not be paid for all hours not worked.

It is further agreed that no employee shall be required to cross any picket line established at the property of any subscriber. However, if an employee elects not to enter upon such property, service or maintenance of services at said

property may be performed by the employer in any manner as it may determine.

ARTICLE VII DISCIPLINE

Section 7.1

The Union President, or if not available, his designee, will be notified of any action which may lead to suspension or dismissal at the time that action is taken.

Section 7.2

An employee disciplined or dismissed may request a hearing before Management and the Grievance Committee or a representative of the Committee.

Section 7.3

Any disciplinary suspension shall be on consecutive scheduled work days. When the period of suspension includes a paid holiday, the paid holiday will be considered one (1) of the suspension days. An employee shall not suffer loss of holiday pay if a disciplinary suspension ends the day before the holiday or starts the day after a holiday.

Section 7.4

Nothing herein shall preclude voluntary discussion between the Local Union and the Company representatives concerning impending action against an employee with the opportunity being given the Union to apply its influence toward a correction of the undesirable situation relative to the employee.

ARTICLE VIII BULLETIN BOARDS

Section 8.1

The Company shall furnish and maintain Union bulletin boards at suitable locations on Company property, the placement of which shall be by mutual agreement between the Company and the Union.

Section 8.2

The use of bulletin boards shall be restricted to Union business and social affairs. Request for posting of other material must be submitted to and approved by the designated manager prior to posting. No material shall be placed on Union bulletin boards except by designated Union representatives. Material posted shall not contain anything political or controversial or anything derogatory to the Company or its employees.

ARTICLE IX UNION BUSINESS

Section 9.1

Union activities as provided for within this Agreement, or as may be specifically approved in writing by the Company, shall be permitted on Company time and property as prescribed.

Section 9.2

Authorized Union representatives shall be granted necessary and reasonable time off, as provided for elsewhere under the terms and conditions of this Agreement, for the processing of grievances and for joint conferences with the Company in connection with the administration of this Agreement.

Section 9.3

Union officers and representatives desiring to leave work for the purpose of conducting Union business, will first report to their immediate supervisor and request permission to leave their job, giving the basic reason for their request and the probable duration of their absence. In each instance, permission will be granted unless to do so would seriously interfere with operations. In such cases the supervisor involved will make arrangements to give the representative the requested permission as soon as possible. Upon returning to the job, the Union representative will first report to the supervisor, when available, before resuming work or as soon thereafter as possible. Such excused time shall be without pay except as provided for in Section 9.4. When a request for permission to leave the job is to attend a scheduled joint meeting, such request must be made at least twenty-four (24) hours in advance, provided the Union representative had twenty-four (24) hours notice.

Section 9.4

Union representatives shall not suffer loss of pay for time lost by reason of meetings in joint conferences with the Company or that portion of the processing of grievances that involves discussion or meetings with Company representatives. Union representatives will be permitted to meet with members individually for the purpose of discussing grievances and matters subject to the grievance procedure; however, such representatives shall handle Union business with proper regard for the Company's operational needs, and shall cooperate in good faith with the Company in keeping to a minimum the time lost from work due to Union business. If any Union representative spends excessive or unreasonable time on Union business during working hours, the Union will undertake to correct the matter upon notice from the Company.

Section 9.5

At the request of the Union, the Company shall recognize and grant a Leave of Absence not in excess of one (1) month in duration for any five (5) employees designated by the Union for the purpose of attending a convention, educational or training program or other activity, provided that only one (1) per classification may leave and provided notice of at least two (2) weeks in advance is given the Company prior to the date of departure. More than five (5) employees may be released by mutual agreement between the Company and the Union.

Section 9.6

At the request of the Union, the Company shall recognize and grant a Leave of Absence not in excess of three (3) years duration for any one (1) employee designated by the Union as having been elected to Union office or employed by the union other than a Local Office.

Section 9.7

The Union Contract Negotiating Committee shall consist of up to and including four (4) employee members who will be excused from their jobs during regular scheduled work time, operational conditions permitting, 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 the basic wage rate for regular scheduled work time lost for the time involved in such sessions. Paid time for contract negotiations shall not exceed a maximum of thirteen (13) days. No paid time for negotiations will be provided following the expiration date of the Agreement.

ARTICLE X SENIORITY

Section 10.1

Seniority of an employee shall be computed on the basis of continuous service from the last day of hire with the Company, with another company of the **Embarq** R Corporation or with a predecessor company of either where the acquisition understanding included such consideration. Seniority of regular part-time employees shall be computed on the basis of hours worked in relation to 2080 hours per year. Temporary and occasional employees shall have no seniority. New employees shall be considered to be probationary employees and not subject to the terms of this Agreement, except as otherwise provided herein, until they have completed ninety (90) calendar days of continuous service with the Company. Except for new hires who immediately attend a school lasting longer than six (6) continuous weeks (which includes classroom as well as on-the-job experience with another employee), the ninety (90) day probationary period will begin once the training is complete and the employee is performing the duties of the job classification (either on their own or with another employee). At the expiration of such probationary period, new employees shall become regular employees and their seniority shall date from their last date of hire. Seniority shall be the relative status of employees with respect to their length of continuous service with the Company regardless of their department or location.

Effective 05/01/95, the lower employee Social Security number within the last four (4) digits will designate that employee having the greater seniority of those employees hired on the same date (will not change seniority date of employees hired prior to 05/01/95). A temporary employee is a person who is employed for a specific project or for a

definite period of time, ordinarily not to exceed six (6) months of continuous employment. The said period may be extended by mutual agreement of the Company and the Union. Retention of a temporary employee is not dependent upon length of their service.

Effective January 1, 1999, part-time employees covered under this Agreement will receive pro-rated vacation, holiday and personal days based on their annual competitive seniority date. Part-time employees will be granted a wage increase according to the normal schedule on an annual basis. Part-time employees will be eligible to participate in the pension and savings plans as defined within the Plan document. Competitive seniority for layoff, vacation, tour selection and job bidding will be established annually based on actual hours worked.

Section 10.2

During the probationary period, new employees may be laid off or discharged or otherwise disciplined at the sole discretion of the Company and such layoff or discharge or other disciplinary action may not be made the basis of any claim or grievance against the Company either by the probationary employee or the Union.

Section 10.3

An employee's seniority may be terminated for any of the following reasons:

- (a) Voluntary resignation.
- (b) Retirement.
- (c) Continuous layoff for twelve (12) months or for a period equal to the continuous length of service whichever is shorter.
- (d) Discharge for cause.
- (e) Absence from work for three (3) consecutive working days without notifying the immediate

supervisor or failing that, the Human Resources department except where failure to do so is beyond the employee's control.

- (f) Failure to return to work within two (2) weeks from date of receipt when notice of recall was sent by certified mail to the employee's last known address on file with the Company.
- (g) Exhaustion of Sickness Disability Benefits and/or FMLA absences are exhausted.
- (h) An employee who becomes disqualified for bonding.

Section 10.4

For the purpose of accruing continuous and progressive seniority, the following shall not prevent such accrual of seniority:

- (a) Approved Leaves of Absence for FMLA.
- (b) Absences or leaves by Union representatives during periods of negotiations with the Company or in processing of grievances.
- (c) Absences by reason of illness or injury during the period for which industrial compensation or sick leave disability payments are made to the employee until sickness disability benefits are exhausted or until the date of determination of permanent-partial or permanent total disability.
- (d) Active duty in the armed services of the United States under condition of reemployment rights prescribed by law.
- (e) All non-productive time for which wages or other compensation is paid.
- (f) A temporary employee placed in a regular full-time entry level job will receive continuous service from the last date of hire.

Section 10.5

Employees who enter the Bargaining Unit from jobs within **Embarq** not covered by this Agreement, or rehired employees, shall be considered as newly hired employees for competitive seniority purposes within the Bargaining Unit and shall accrue competitive seniority within the Bargaining Unit from the date of entrance therein, except as otherwise provided for in Section 10.6. An employee who transfers from this Agreement and is covered by the LAN Agreement shall retain seniority within the Local Union. However, this section shall not permit bridging of previous accredited service within the Local Union in the case of a rehired employee, nor shall an employee continuously employed by **Embarq**, but transferred out of the Local Union, be permitted to retain any seniority within the Local Union upon return thereto, except as otherwise provided for in Section 10.6. This section will not impact **Embarq** seniority for benefits based upon longevity such as, but not limited to, wages, length of vacation, pension, etc.

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Section 10.6

The prior bargaining unit seniority of a **Embarq** employee who transfers to or from another bargaining unit within **Embarq** will not be broken. Seniority will continue to accrue after transfer for all purposes under the labor agreement for the bargaining unit to which the employee transfers, and may be used to establish the employee's wage rate. The employee will still need to fulfill the trial period of the job transferred to if different than their current classification. This will pertain only to local unions with a reciprocal agreement to IBEW Local 1996.

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ARTICLE XI SUPERVISORS

Section 11.1

Work normally performed by employees within the Bargaining Unit shall not be performed by supervisory employees except as covered in the succeeding sections of this Article.

Section 11.2

Not more than three (3) management interns may work at any one time in the various classifications covered by this agreement for training experience. Such interns will work with bargaining unit employees in performing this work no longer than ninety (90) working days each.

When instructing, training, or evaluating craft or machine performance, supervisors may do work normally performed by Bargaining Unit employees. In instances of experimental work, supervisors will work with Bargaining Unit employees in performing such work. Such assignments shall not result in supplanting members of the Bargaining Unit from overtime scheduling nor result in layoff.

Section 11.3

In case of an emergency or where because of circumstances beyond the Company's control, work or assistance by supervisory personnel may be performed where necessary to restore and/or maintain normal operations, however, before such work is performed, an attempt to secure Bargaining Unit personnel were not available, work or assistance by supervisory personnel may be performed when the urgency of the condition is of such a nature as to make the securing of Bargaining Unit personnel impossible.

Supervisory employees and other personnel will work with the Bargaining Unit employees in the operation of equipment for the purpose of tryout of new equipment and of determining cause and effect of equipment malfunction or failure.

Section 11.4

A written list will be made available to the Union Steward, upon request, of all people who were called or contacted before the supervisory personnel deemed it necessary to do the work.

**ARTICLE XII
NO DISCRIMINATION**

Section 12.1

There shall be no unlawful discrimination, including sexual harassment, by the Company, the Union, or an employee against any employee, applicant for employment, or member of the public because of race, color, creed, sex, age, national origin, handicap status, or because the employee, applicant, or member of the public is a disabled veteran, a veteran of the Vietnam Era, or is covered under the provisions of the Americans with Disabilities Act.

**ARTICLE XIII
HOLIDAYS**

Section 13.1

The Company shall recognize **six** (6) scheduled paid holidays as follows:

New Year's Day
Memorial Day *
Independence Day

Labor Day **
Thanksgiving Day
Christmas Day

* Last Monday in May

** First Monday in September

Section 13.2

When any of the above holidays falls on a Sunday, the following Monday will be observed as the holiday. When any of the above holidays falls on a Saturday, Saturday will be observed as the holiday.

Section 13.3

An employee shall receive eight (8) times the employee's regular basic wage rate for each recognized holiday listed. An employee who works on one of the above listed holidays shall receive holiday pay plus the regular basic wage rate at the rate of **time-half** (1 ½) for each hour worked. R

Section 13.4

To be eligible for holiday payment, a regular employee must have at least ninety (90) calendar days seniority as of the date of the holiday and must work the full, regularly scheduled workday before the holiday, the full, regularly scheduled workday after the holiday, and the holiday itself, if scheduled to do so, unless the employee has been excused by the employee's immediate supervisor, or is absent because of personal illness or injury substantiated by a physician's statement.

Section 13.5

Employees receiving wage payments from the Short Term Disability or the Worker's Compensation plans of the agreement, on a holiday, will not be eligible for holiday pay.

**ARTICLE XIV
TELEPHONE CONCESSION**

Section 14.1

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a discount on service or services offered by the Company on the same basis as non-represented employees.

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Section 14.2

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 service that is provided to non-bargaining employees at the same location.

**ARTICLE XV
PTO**

Section 15.1

Paid Time Off (PTO) is a program where an employee manages his/her paid time away from work and has the flexibility to use PTO hours based on the employee's personal needs and wants. However, the approval of PTO time (both scheduled and unscheduled) is solely at the company's discretion based on operational needs of the business.

PTO hours are provided for all incidental absences from work. The employee must use all available PTO hours

before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In that case, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose.

Section 15.2

Regular Full-Time employees will earn PTO based on their cumulative length of continuous service as shown in the following schedule. Regular Part-Time employees will earn PTO based on their cumulative length of continuous service and on the basis of hours worked in relation to 2,080 hours per year.

<u>Length of Service:</u>	<u>Eligibility</u>	
	Accrued	Current
0 to fewer than 2 years	10 days	6 days
2 years but fewer than 5 years	10 days	8 days
5 years but fewer than 15 years	15 days	8 days
15 years but fewer 25 years	20 days	8 days
25 years and over	25 days	8 days

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If an employee's hire date is on or before the 15th of a month, he/she will be credited with eligible hours for that first month. If an employee's hire date is after the 15th of a month, no credit would be given to the employee for the first month.

Section 15.3

The PTO year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st of each year in which this Agreement continues in effect, except that in the anniversary year of 2, 5, 15, and 25 years the employee earns PTO at the higher rate for the entire year.

Section 15.4

For PTO selection purposes, PTO time shall be selected by December 15th of the previous year and seniority shall govern the choice of available PTO periods. Thereafter, PTO time may be selected from those periods still available, on a first come, first serve basis.

Scheduled PTO are those hours requested by the employee and approved by management. Scheduled PTO hours are included as part of the standard work week for overtime purposes.

Unscheduled PTO are those hours requested by the employee and not approved by management. Unscheduled PTO hours are not included as part of the standard work week for overtime purposes.

Section 15.5

PTO may not be accumulated from year to year, nor may PTO be postponed from one year to another, except that up to 40 hours of **accrued** PTO may be carried over to the following calendar year provided such carried over PTO is scheduled and taken prior to **March 31st**. This includes employees on Short Term Disability and/or Worker's Compensation. Carried over PTO must be scheduled after the regular PTO schedule for the following year.

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Employees are encouraged to schedule and take all PTO within the calendar year. Employees may not receive pay in lieu of PTO.

Due to service requirements, an employee may be required to postpone or cancel his or her scheduled PTO for the current year. In the event that cancellation of earned PTO time is necessary, the employee will be paid the equivalent of his or her earned PTO time. This provision may be amended to permit postponement or carry-over (but not accumulation), up to **March 31st** of the following calendar year up to a maximum of 40 hours of **accrued PTO**.

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Section 15.6

PTO hours shall be granted on hourly, half-day, days, week, or weeks at a time. If a holiday falls within an employee's PTO week or weeks, the employee shall take an additional day with PTO pay in lieu of the holiday at either the beginning or the end of the PTO week or any other time during the calendar year at the option of the employee.

Regular scheduled PTO in weekly increments take precedence over hourly, half-day, day or days at a time request.

Section 15.7

Accrued PTO hours earned but unused will be paid out at termination. However, employees retiring on pension will be given the full unused **accrued** PTO to which they are entitled to by years of service, including accrued PTO.

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In the event of the death of an employee, the earned but unused **accrued** PTO time shall be paid to the estate.

ARTICLE XVI JOB BIDS AND TRANSFERS

Section 16.1

When filling a vacancy in the Bargaining Unit (Appendix A), the Company will provide notice to the employees within the Warren District about the job vacancy. 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 name of the person to whom the bid is to be submitted. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids.

In order to accommodate employees on vacation or training during the posting period, a late bid of up to one (1) week from the date of the closing will be accepted.

Section 16.2

Bids must be submitted within the specified time period on a form provided by the Company.

Section 16.3

An employee bid will be accepted except employees who at the time of the vacancy are in one of the following classes:

- (a) Probationary employees;
- (b) Employees in Group I and V may not bid until thirty (30) months after their start date in the job classification. Employees in all other groups may not bid until twenty-four (24) months after their start date in the job classification;
- (c) 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;

- (d) Employees who within the previous six (6) months have declined a job after having been awarded such pursuant to request hereunder;
- (e) Temporary employees

Section 16.4

Selection of the employee to be awarded the job shall be determined by the Company from those bidders who are qualified, based equally upon skill, ability, employment and health record, dependability, and seniority. Between two (2) or more applicants with equal qualifications, seniority shall prevail. In determining qualifications, the Company or the Union may require an applicant or applicants to take a test, provided such a test is fair, reasonable and appropriate to the job involved. If no application is received or none of the applicants are qualified, the job involved may be filled, at the option of the Company, either by hiring or by transfer. Those bidders not awarded the job can request a counseling session with the interviewing manager as to why they did not get the job and what they can do to improve their chances for future jobs in that classification. The interviewing manager will work with the employee to prepare a developmental plan if requested by the employee.

Section 16.5

An employee within the Bargaining Unit selected for a job shall receive such training and assistance as may be necessary to enable that employee to satisfactorily perform the requirements of the job. Should an employee, after a reasonable trial period, not to exceed six (6) months, in the judgment of the Company, still fail to satisfactorily perform the requirements of the job, the employee may be returned to the job from which that employee came, and those who followed set back to the extent necessary.

Section 16.6

A promoted employee will be taken immediately to the rate in the salary level next higher than the employee's present rate. Thereafter, progression increases shall be in accordance with the wage schedule for the higher rate job based upon the employee's time in the new classification. However, an employee promoted under this section who is at top rate of the class promoted from shall take no longer than two and one half (2 1/2) years to reach the top of a higher rated job.

If an employee has had experience in the higher rated job, the employee will be given a promotional increase to the rate in the new wage schedule which is next higher than the employee's present rate. Thereafter, progression increases shall be in accordance with the wage schedule for the higher rated job based upon the employee's length of service.

Section 16.7

Prior to extending a job offer to an employee for a posted vacancy, the local Union President will be notified of the bidders as well as the name of the successful bidder. All jobs awarded in accordance with the Job Posting and Bidding Procedures shall be awarded within thirty (30) days of the job bid closing date and the employee shall be placed in the job so awarded within sixty (60) days of the award date.

Section 16.8

The Company may temporarily assign employees between job classifications, or departments in order to meet operational needs, emergencies, to fill in for vacations, other Leaves of absence or absenteeism. Such assignments shall not exceed seventy-five (75) days in a six month period unless by mutual agreement. In these instances, the employee shall be paid the basic wage rate of their regular job or the basic wage rate of the job to which that employee is assigned, whichever is higher.

Section 16.9

It is distinctly understood between the parties that employees will be provided a safe place in which to work and that supervision shall be readily available to ensure employee safety, supervise the daily work load, interface with customers and answer procedural or technical employee questions.

The decision to appoint an employee to act in a temporary in-charge capacity shall encompass the hazardous nature of the work performed.

An employee desiring not to accept such an appointment shall not be deprived of future opportunities for advancement. Furthermore, in each case, the employee that is so placed in-charge shall be an employee who is properly qualified to assume the responsibility as determined by management, full consideration having been given to the seniority of the employees in that job classification.

ARTICLE XVII LEAVE OF ABSENCE

Section 17.1

Leaves of Absence will only be granted in accordance with the Family and Medical Leave Act (FMLA), federal regulations applicable to military leaves and in accordance with Section 9.5 of this Agreement. Leaves of absence are without pay or any other economic benefit. Health insurance coverages may be continued in accordance with COBRA. Telephone concession will be maintained during an approved FMLA leave, during the first thirty (30) days of military leave.

Employees who exhaust Short Term Disability benefits for non-industrial illness/injury may be placed on a leave of absence not to exceed 6 months. If during the leave, the

employee provides medical documentation establishing he/she can return to their former position with no restrictions, then the company will determine if an approved vacancy exists in that classification in compliance with Section 16.1 of this agreement. If the vacant position is to be filled, the employee will be given special consideration for re-employment to his/her former position prior to the posting.

However, in the case of an industrial illness/injury, the leave of absence will only apply if the illness/injury has been ruled to be non-compensatory by the State of Ohio, Bureau of Workers Compensation.

Section 17.2

Seniority shall accumulate during authorized Leaves of Absence in accordance with the seniority provisions of this Agreement.

Section 17.3

All Leaves of Absence must be applied for and granted on the approved company form. Employees who misrepresent the facts to obtain a Leave of Absence or secure a Leave of Absence on the basis of such misrepresentations may be dismissed by the Company. The Company shall notify the employee on the provisions of this Section prior to invoking such provisions.

Section 17.4

Leaves of Absence will terminate as a result of:

- (a) Written notice of an employee's intent to return to work supported by competent medical or other authority where appropriate.
- (b) Expiration of granted time limits.
- (c) Change altering the circumstances and conditions upon which the original request for Leave of Absence was founded.

Section 17.5

No employee granted a Leave of Absence shall accept other employment except employment or office with the Union during the period of a Leave, except with written approval of the Company. Violation of this provision may result in termination of employment.

Section 17.6

Employees who enter into active service in the military forces of the United States shall have all the rights and benefits provided for by applicable Federal law.

Section 17.7

Employees who are members of any of the Reserve Units of the Military Forces and who because of such membership are required to be absent from work for a period not exceeding ten (10) paid days will be granted a Leave of Absence for such purpose. The Company will pay the employee the difference between the employee's basic wage rate, forty (40) hours per week, for a maximum of two (2) calendar weeks and the amount the employee receives for Reserve Training duty for the same period. Such Leave must be applied for and granted in writing on the Company's Leave of Absence form at least two (2) calendar weeks prior to the anticipated date of the commencement of such leave.

Section 17.8

Employees who are eligible by the Military Forces to take physical examinations to establish physical eligibility for service in the Military Forces shall be granted the necessary time off with pay. Payment will be at the basic wage rate, eight (8) hours per day. Should said physical examination require more than one (1) day, a written certificate by the physician to the amount of time required must be furnished; otherwise, payment will be limited to eight (8) hours.

Section 17.9

Notwithstanding anything to the contrary, where any one clause or Article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993 (FMLA), the minimum requirements provided by the FMLA shall prevail unless the contract provides for a type or level of benefit greater than specified under the FMLA.

ARTICLE XVIII MANAGEMENT RIGHTS

Section 18.1

Except as provided herein, this Agreement shall not be deemed to limit the Company in any way in the exercise of the regular and generally recognized responsibilities and customary functions of management.

Section 18.2

The rights of the Company to establish, maintain and enforce standards of telephone service within the terms and conditions of this Agreement is fully recognized. The Company shall not be required to retain in its employment any employee who refuses or is proved unable to meet established work standards including attendance. A regular employee who becomes physically incapable of meeting established work standards shall be transferred to work the

employee is physically capable of performing, provided such transfer is practical. Such transfer may or may not constitute a promotion.

Section 18.3

Management or professional employees may work temporarily in the various classifications as specifically provided for in Article XI of this Agreement.

Section 18.4

Nothing in this agreement shall be construed to limit the Company in the employment of such contract labor as may become necessary for the proper construction, installation and maintenance of the communications facilities owned, serviced and/or operated by the Company for the rendering of proper and adequate communication service to the public. However, the Company shall not employ any contract labor or enter into any contractual arrangement for the construction, installation or maintenance of plant facilities which may result in the lay-off or part-timing of those employees who customarily perform the same type of work to be provided under the contractual arrangement.

The above-referenced prohibition shall not apply to the transfer or consolidation of work outside of the jurisdiction of Local 1996 to outside vendors or other **Embarq** groups. In such cases, the Company will provide the Union with advance notification as provided for in Section 22.1 of this Agreement.

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It is mutually agreed that hourly contractors shall not work overtime without opportunity having first been given to Bargaining Unit employees in the same job classification to work overtime to the same extent. This provision shall not be applicable to incidental overtime of short duration required to complete a specific job or piece of work.

ARTICLE XIX GENERAL WORKING CONDITIONS

Section 19.1

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week consisting of five (5), eight (8) hour days. The normal work week shall be on a calendar basis, Sunday through Saturday and normal weekly assignment will consist of five (5) full eight hour shifts, which may be on any calendar day of the week as designated by the Company. The Company will schedule regular work days consecutively, whenever possible. Each work day includes a thirty (30) minute non-paid lunch period, which will include any travel time to and from the job for the purpose of eating. The meal period, including travel time, shall begin and end at the actual work location. In the event work day coverage must be extended, it is agreed that employees may volunteer for a sixty (60) minute non-paid lunch period. In the event volunteers are not available, extended coverage will be obtained by implementing new shifts/tours.

Section 19.2

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 over four (4)-consecutive/non-consecutive days if agreed to by the affected employees.

No daily overtime payment as required in Section 19.6 shall be made for any of the hours worked over eight (8) when the conditions of this section are in effect. Continuous work over ten (10) hours in any work day will be paid at the applicable overtime rate. No differential payments for evening and night work shall be made unless some or all of

the hours which would otherwise constitute a normal work day if scheduled over five (5) days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the Agreement.

Section 19.3

Seniority shall govern choice of shifts and tours limited only to the extent that it may be necessary for the Company to assign qualified employees to certain shifts or tours. The Company shall post regular work schedules on a monthly basis in all other departments. Schedules will be posted seven (7) days prior to the week being scheduled. However, where the Company can show the Union a workload change or absenteeism affecting efficiency, the Company can change the current schedule within fifty-six (56) hours notice. Should a schedule change be required, the Company will solicit a volunteer. In the event no volunteer is available, the least senior qualified employee will be assigned. Should an operational need or emergency arise requiring a change in shifts or tours, no schedule change will be made by management until the Union has been notified.

Section 19.4

Bargaining Unit employees may take a rest period in each half of their tour provided it does not materially interfere with their normal assigned duties. Rest periods may not be taken earlier than one (1) hour after the starting time or one (1) hour before quitting time of each half of their tour, except with prior approval of immediate supervisor. Time of departure from point of work to return to duty at the same point for this purpose shall not exceed fifteen (15) minutes. Company vehicles may not be used for such purposes except when incidental to the route of travel.

Section 19.5

Employees shall be required to report to work at any location within the district as designated by the Company.

Section 19.6

Time and one-half shall be paid as follows:

- (a) All regular hours worked over forty (40) in a work week.

All hours worked over eight (8) in a work day.

- (b) The first eight (8) hours worked on call-outs except Sunday, Holidays, or after eight (8) hours of overtime.
- (c) The first eight (8) hours worked on a non-scheduled work day where the Company has failed to give **forty-eight (48) hours** notice.
- (d) All unscheduled hours worked on Sunday.
- (e) **All hours worked on Paid Holidays**

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Double time shall be paid as follows:

- (a) All hours worked **on call outs** on paid Holidays.

There shall be no pyramiding of overtime pay; that is, not more than one (1) overtime rate shall be paid for the same hour worked.

Unapproved (unscheduled) PTO, jury pay, death-in-family, sickness disability benefit pay, industrial accident disability benefit pay or any other paid time not worked shall not be used in computation of overtime except for approved (scheduled) PTO time and/or the event an employee is entitled to holiday pay under the provisions of Article XIII. The hours not worked on a holiday shall be considered as straight-time hours worked for the purpose of computing overtime.

Section 19.7

A differential of \$1.25 per hour shall be paid for all scheduled hours worked after 8:00 p.m. and before 7:00 a.m.

Section 19.8

Overtime hours will be distributed as equally as possible within each classification within the Bargaining Unit (i.e. Communication Technician, Service Technician, Lineman, Cable Splicer, etc.) among regular full-time employees in the classifications. Unequal overtime distribution will be equalized by the assignment of compensating overtime when available and such overtime balance will be kept on a monthly basis. Overtime records shall be available for examination by the Union upon request. In the event an employee refuses overtime work, such overtime shall be considered time worked for the purpose of equitable distribution of overtime.

Section 19.9

The Company may assign on-call time to employees by seniority and such assignment will be paid as follows:

7 Day: On-call Monday 8:00 a.m. through Monday 8:00 a.m. – **5/1/07 - \$145.00 per week, 5/1/08 - \$150.00, 5/1/09 - \$155.00.** R

Weekend: On-call Friday 5:00 p.m. through Monday 8:00 a.m. - \$75.00 per weekend.

Holiday: If an on-call period includes a Holiday, an additional \$65.00 will be paid.

If weekend on-call has been assigned, and a holiday falls on a Monday or Friday, the entire 24 hours of the holiday will be included in the weekend on-call assignment.

If 7-day on-call has been assigned, and a holiday falls on the following Monday, the on-call assignment will end at 8:00

a.m. on Tuesday. On-call employees following or preceding a holiday schedule shall not have their on-call pay prorated because of the holiday.

Employees on-call will not be required to cross Union jurisdictional boundaries.

When assistance on a service call is required or more work is there than the on-call person can handle, additional employees will be called out. The employee will not be expected to work more than six (6) hours on call-out in a day. This refers to worked time not paid time.

On-call will not be assigned for two (2) consecutive weeks unless the employee volunteers. On-call will not deny an employee a week of vacation.

Employees on on-call will be allowed to home garage at the employees option.

This program does not lessen the responsibility of all employees to accept normal call outs.

Section 19.10

Call-out time shall be paid with a minimum payment of three (3) hours at the rate of time and one-half if called out after the employee's regular scheduled quitting time. This Section does not apply to overtime that is continuous with the employee's regular schedule.

The foregoing is superseded on paid Holidays, on which days the payment received shall not be less than 2 1/2 hours at the rate of double time which rate shall continue for all hours worked if in excess of two (2). It is understood that an employee shall respond promptly to an emergency or service call provided such employee is available when called. If the Company cannot fill a call-out need after having gone

through the proper call-out list one time, the Company can fill the call-out at its discretion, for it is understood that the Company needs people to work on call-outs and that the Company has an obligation to get the work done.

Section 19.11

All employees covered by this Agreement shall be required to attend schools, seminars, meetings or other work assignments from time to time as designated by the Company. Employees required to attend such schools shall be notified at least two (2) weeks in advance of such assignment. The Company will excuse an employee from attendance at such assignments upon the employee's request, substantiated by a valid reason.

Employees will use a corporate credit card with a cash advance feature to pay for travel expenses including air fare, lodging, meals, parking, tolls and ground transportation. A maximum of \$30.00 for each day of an overnight assignment will be authorized for meals. For schools in high cost areas such as Chicago, Dallas/Fortworth, and the Raleigh/Durham areas, with supervisory approval and supported by receipts, a per diem may be increased to a maximum of \$35.00. For schools in California, \$38.00 per day will be authorized. Reimbursement for approved expenses will be mailed to the employee's home following the submission of an approved expense report supported by receipts.

Reimbursement will be authorized only for approved expenses charged to a corporate credit card and approved incidental expenses which cannot be paid for with a credit card. The company will pay the corporate credit card bill and reimburse incidental expenses as a non-taxable item on the employee pay check, provided an approved expense report has been promptly completed following the overnight assignment.

Section 19.12

When an outside employee has reported to work as scheduled and inclement weather keeps that employee from performing normal duties, the employee shall be paid for the number of hours the employee was scheduled to work and was prevented from doing so. Inclement weather shall be defined for the purposes of this Section as weather which would interfere with the safe performances of work, such as heavy continual rain or excessive cold or wind. Management shall determine the type and location of the alternate duties to be performed. Management shall determine in all instances, the extent to which outside work shall be performed during inclement weather with reasonable consideration being given to both the protection of the health and safety of employees and the continuity of essential services. Under no circumstances shall any employee be reprimanded or penalized for failing to perform under unsafe conditions.

Section 19.13

The Company will furnish at its own expense all tools which employees need to perform their job duties. Employees who are furnished tools shall be responsible and accountable for their proper use and care. Tools which become broken or worn through normal wear will be replaced by the Company at its own expense, provided they are returned to the Company. Tools which are lost or stolen shall be replaced at the employee's own expense except when loss results from causes beyond the employee's control, including failure of the Company to provide a secure place for storage. The Company will specify the quantity, kind, type and make of tools that are to be used in connection with each type of work.

Section 19.14

No other meal payment provision is made; however, an employee who continues working more than two (2)

consecutive hours overtime past the employee's normal shift ending time shall receive a fifteen (15) minute paid break midway through the overtime period.

Section 19.15

The Company shall furnish all motor conveyances for the transportation of employees between their respective reporting places and the jobs to which they are respectively assigned, and all motor conveyances used in the course of their duties. Such transportation to and from the respective jobs shall be on Company time, and where a private vehicle is used, mileage will be paid. Private vehicles shall be used on call-outs from the employee's home to the assigned job or to the point where the employee is to pick up a motor vehicle of the Company. The mileage allowance will be to reflect any adjustment made to the Company policy regarding mileage allowance. However, the employee must have 100K-300K insurance coverage, non-commercial.

Section 19.16

The Company will reimburse the difference of the cost between a regular drivers license and the cost of a Class A drivers license when a Class A is required by the Company, provided the employee's driving record on and off the job is in good standing.

The Company will pay the cost of an applicable medical exam if required by the law and/or the Company to acquire or be reinstated for a Class A license. Medical services under this Section will be at locations as directed by the Company.

Section 19.17

The Company may temporarily assign employees across Union jurisdictional boundaries. Employees volunteering to be assigned to distances in excess of fifty (50) miles will be

limited to thirty (30) days each six month calendar period. The Company will utilize this to meet customer needs, for emergencies, project completion, to reduce contractor usage where feasible, to fill in for vacations, Leaves of Absence or absenteeism. An employee temporarily reassigned shall be paid the basic wage rate of their regular job or the basic wage rate of the job to which that employee is assigned, whichever is higher. When an employee of IBEW 1996 is working within their own jurisdiction on a job site with an employee from another United North Central bargaining unit who is drawing a higher wage, the IBEW 1996 employee will draw the higher wage (for the actual job they are performing) while working on a job site with such employee.

The Company will inform the Union where there is a need for an employee to cross Union jurisdictional boundaries for more than one (1) consecutive day, explaining the reason why the action is “good business” such as “rather than use contractors”, or “to keep employees gainfully employed”, or for emergency reasons, etc. The Union will be provided a listing, by classification, every six months indicating: 1) the number of hours worked by other Union employees within their jurisdiction, and 2) the number of hours worked by IBEW 1996 employees outside of their jurisdiction. If an imbalance of 1,750 hours in a classification is exceeded for a year, the Company will add a position in that classification, with the exception of Cable Splicers working test and acceptance and air pressure, **however, hours used for emergencies and to cover short term disabilities shall not count toward the afore mentioned thresholds.**

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Crossing jurisdictional boundaries will not be utilized for the purpose of supplanting overtime. If there is a need for additional manpower in an area for a period of more than four (4) consecutive hours, employees on scheduled days off will be offered such work prior to a person crossing jurisdictional lines.

Employees accepting assignments out of town overnight will receive reasonable lodging and applicable meal allowances as specified in Section 19.11.

The Company will not request the crossing of jurisdictional lines into a classification if a layoff exists in the area in that classification.

Hourly contract labor doing the same work will not be used to backfill for employees who are reassigned for a full day or longer.

Local IBEW 1996 will only cross or allow crossing of jurisdictional boundaries if a reciprocal agreement exists with the other Union and providing that the Company will not use any provisions of this section to supply craft employees to areas served by another Union in the event of a strike by that Union.

This section will be in effect for the life of the contract after which if either party wishes to review this issue it will be subject to re-negotiation.

Section 19.18

The home garaging program will permit participating employees to keep their Company vehicles at their residence and be dispatched to the first job assignment.

Listed below are the guidelines for the program:

- (a) The Company will determine which departments, locations and employees will be eligible to participate.
- (b) Individual employee participation will be by mutual agreement.
- (c) Employees may be eligible to participate provided the nature of the work being performed by the

employees in the group is 1) other than at the same Company owned/maintained facility on a regular basis, 2) is such that the employees can be dispatched and report directly to the work location at the beginning of the work day, and 3) it would not be necessary for the employee to first report to a Company owned/maintained facility prior to his/her going to the work location.

- (d) The program must be flexible in that there may be times certain employees will be required to report to the work center to complete assigned projects.
- (e) Employees will be at the first assignment at the scheduled starting time of their tour, unless the first assignment is a further distance than the employee's reporting location. In that case the employee will be at the first assignment at the scheduled starting time plus whatever time would be reasonably required to go the additional distance in a safe and legal manner. The end of the tour should be handled in the same manner as the beginning of the tour.
- (f) Start time for call-outs begins when the employee leaves for the work site and ends when the employee returns directly home.
- (g) Incidental stops (e.g. for a loaf of bread, or to pick-up dry cleaning, etc.) which are no longer than fifteen (15) minutes, and are en-route to and from work and home, are permitted.

Home garaging will be optional. Changes will be coordinated through the immediate supervisor. Generally a two (2) week notice will be required when options are changed, either by the Company or the employee.

Home garaging will not give anyone preferred call-out.

Employees participating in home garaging will not normally report to the work center at start and stop time. Scheduled and unscheduled meetings will be handled by local management.

Accidents incurred (personal and vehicle) while en-route to and from work are covered by the Company. Liability of secured vehicle will be the Company's responsibility, i.e., vandalism, theft, and Act of God.

No non-Company passengers will be allowed in/on vehicles. Employees will not use the Company vehicle for personal activities. No alcohol or drugs will be allowed in/on Company vehicles under any circumstances. Company vehicles during off hours should be parked on employee's personal property; however, we will allow street parking where zoning permits. Location of vehicle during employee vacation will be at the discretion of local management. Vehicle maintenance, routine and repair, will be at the discretion of local management.

Section 19.19

The Company will provide uniforms to employees in the Cable Splicer, Business Service Technician, Communications Technician, Service Technician, Lineworker & Cable Locator job classifications. Since the purpose of the uniform program is to present a professional image to the public and to identify employees as representatives of **Embarq**, uniforms will be worn during all working hours. R

The Company will furnish at its own expense, uniforms and wet weather gear when appropriate, for those employees whom the Company designates shall wear them. Company hats will be provided to the employee. If the employee so chooses, they may wear a Union hat. The Union hat must be in the same color(s) as provided by the Company (i.e., black,

white or green). No other hats will be allowed (i.e., sports or vendor caps).

Employees who are furnished uniforms shall be responsible for their proper use and care, including cleaning. The Company will specify the quantity, with each job classification designated; employees furnished uniforms in accordance with this agreement are required to wear same.

The manufacturer has the capability of providing garments to employees requiring special sizing. The turn-around time will be somewhat longer than on a purchase/replacement not requiring special sizing. In the event the employee's fit cannot be accommodated by the manufacturer, through mutual consent, reasonable tailoring will be paid by the Company.

If in the final analysis, the employee must go to an outside vendor in order to find denim pants, they may do so from any available source provided they are charcoal gray, black or other matching colors should the Company provide a color change and conform to appropriate uniform standards as determined by the local management team.

Employees will be reimbursed for denim pants purchased from outside vendors on a per garment basis up to the amount currently being charged by the company authorized vendor; receipts will be required. No shorts will be provided.

Replacement pants will be handled in the same manner. The employee will utilize good judgement in purchasing replacements, just as they will via the company authorized vendor.

In the event of cold weather, employees will be permitted to wear warmer outerwear over their uniforms (i.e., Carharts).

Those employees entering customer premises will then be expected to remove the outerwear which will give them the opportunity to display the uniform.

Section 19.20

Employees who are impacted by the OSHA requirements on personal protective footwear (PPF) will be allowed a \$45.00 reimbursement for steel toed safety shoes/boots no more than once a year. Employees should submit an expense report with a copy of the receipt to their supervisor when the purchase is made.

ARTICLE XX BEREAVEMENT

Section 20.1

Employees, except part-time employees, shall be granted time off to attend a relative's funeral with pay at the employee's regular basic wage rate on the following basis:

- (a) Five (5) consecutive, working days for an employee's immediate family. "Immediate family" is interpreted to mean husband, wife, parents, stepparents, children, stepchildren, sister, brother, stepsister, stepbrother.
- (b) Three (3) consecutive, working days for other relatives. "Other relatives" is interpreted to mean grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle, niece, nephew, grandparent, and grandchild.
- (c) Proof of death of the relative and attendance at the funeral may be required (when there is a reason for doubt) in the form of a statement from the funeral director or officiating clergyman.

- (d) The term “funeral” as used in this Section shall also include a memorial service where one is held in lieu of a funeral.
- (e) Probationary employees shall be granted time off without pay. Probationary employees, in this section only, shall be defined as employees with less than 91 days of service.

ARTICLE XXI JURY DUTY

Section 21.1

Employees, except part-time employees, who have completed ninety (90) calendar days of service shall be granted time off to serve jury duty or to appear as witness in court when summoned (excluding such appearance as a defendant) and for that period of time so serving. The employee should provide a copy of the summons to their supervisor as soon as possible after receipt of such summons. The employee shall be paid at the base rate of pay for all time spent in performing such service.

Probationary employees shall be granted such time off without pay.

ARTICLE XXII REDUCTION IN FORCE

Section 22.1

In the event a layoff is determined to be an operational necessity by the Company, then the Company:

- (a) Agrees to notify the Union of such impending layoff two (2) calendar weeks prior to the effective date of such layoff.
- (b) Agrees that the employee will select a classification for reassignment within forty-eight (48) hours.

- (c) Agrees that employees shall be laid off in inverse order of Bargaining Unit seniority by job classification. An employee subject to layoff from that employee's job classification shall have the right to displace an employee with less seniority in another job classification providing the employee subject to layoff has the ability to satisfactorily perform the job of the employee being displaced within a maximum of twenty (20) working days.
- (d) Agrees that an employee displacing another employee with less seniority, will, after one (1) year receive the basic wage rate, per their total length of service.
- (e) Agrees that employees who are laid off for a permanent or indefinite period except for discipline shall receive a separation allowance equal to one (1) week of separation pay for each full year of service to a maximum of eighteen (18) weeks. Separation pay will be paid biweekly or in lump sum at the request of the employee, and the method of payment will be direct deposit.
- (f) Agrees that separation allowance shall be computed on the basis of the employee's basic wage rate paid for the payroll period preceding the date of separation.
- (g) Agrees that a senior employee in the job classification where the surplus exists may volunteer for the layoff in place of the least senior employee. In the event no employee volunteers to accept the layoff, the least senior employee will be placed on layoff status.

Section 22.2

Occasional, temporary, probationary and regular part-time employees shall be laid off in the order herein enumerated before any regular full-time employee is laid off.

Section 22.3

For twelve (12) months or a period equal to the continuous length of service, whichever is shorter, an employee reassigned or laid off will have recall rights by seniority to the classification from which he/she was displaced.

It is the responsibility of the employee to keep the Company informed of any additional training acquired during the layoff period in order to be considered qualified for any applicable future openings.

Section 22.4

Should an employee decline recall except for causes of illness or other extenuating circumstances, the employee shall be deemed to have terminated employment with the Company.

Section 22.5

An employee shall keep the Company informed of the employee's current address at all times, and the Company shall be obliged to notify the employee of recall by certified mail at the last known address of the employee on file with the Company.

Section 22.6

An employee having received recall notice must notify the Company of acceptance of recall within two (2) working days of receipt of the recall notice and must report for work within two (2) weeks after receipt of the recall notice unless a period longer than two (2) weeks is specified by the Company.

Section 22.7

An employee upon recall shall receive the current basic wage rate of the job to which the employee is recalled determined upon the employee's length of service except that the rate may not be higher than the basic wage rate the employee held

on the regular job at the time of lay-off. After one (1) year, if the employee recalled had experience in the recalled classification, they will be paid the step consistent with their length of service, if not there already.

ARTICLE XXIII BASIC PERSONAL DEVELOPMENT

Section 23.1

Any employee wishing to qualify for placement in another job within the Company or to improve their current job skills shall be able to do so through the University of Excellence. Coursework must be approved in advance by management.

The cost of the schooling will be at the Company's expense. The cost of the meals and mileage as per the Local Union contract and Company approved lodgings will be at the Company expense. The employee will utilize PTO time to attend such courses.

Scheduling will be with proper consideration given to operational needs, schooling requirements and space availability. Successful completion by an employee of any training or course will be taken into account by the Company when considering the employee for a job bid or transfer to other work in the Company. However, no guarantees are implied. Successful completion of training will be logged in the employee's training profile.

Section 23.2

It is to be noted that this Article does not relieve the Company of its obligation of the Job Bids and Transfers Article XVI of this Agreement nor the General Working Conditions Article XIX, Section 19.11 of this Agreement.

ARTICLE XXIV EMPLOYEE INCOME PROTECTION PLAN

Section 24.1

If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to a location requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least ten (10) years of continuous service (as defined in the **Embarq** Retirement Pension Plan) and whose age is at least 55 years or whose age at last birthday and credited service (as defined in the **Embarq** Retirement Pension Plan) when added together total at least 75 as of the date the Company's notice to the Union, may elect, in order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described in paragraph II of this Article subject to the following conditions:

- (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period

during which the employee may, if he or she elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.

- (b) The number of employees who make such selection shall not exceed the number of employees determined by the Company to be surplus.
- (c) An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such thirty (30) day period.
- (d) Employees who elect to receive benefits under the provisions of this Article shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire in order to receive Employee Income Protection Plan payments.

Section 24.2

Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with Section 24.1 shall begin within one (1) month after such employee has left the service of the Company to continue until forty-eight (48) payments have been made.

Section 24.3

For employees who so elect in accordance with Section 24.1 the Company will pay monthly as Employee Income Protection payments, \$8.50 for each year of continuous service plus 35% of the employee's final basic weekly or

equivalent wage rate but, in no case to exceed in aggregate a total of **\$525.00** per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of **\$25,200.00**.

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Section 24.4

In no event shall the total of the Employee Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.

Section 24.5

As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

Section 24.6

Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of **Embarq** Corporation.

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Section 24.7

In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.

Section 24.8

When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this Article, the Company may lay off employees as provided under other provisions of this Agreement.

ARTICLE XXV
Pension – Savings – Flexible Benefits

Section 25.1

EMBARQ RETIREMENT PENSION PLAN

The Company has adopted the **Embarq** Retirement Pension Plan (the “Retirement Pension Plan”) and agrees to include employees covered by this Agreement as members of such Retirement Pension Plan in accordance with the Pension Agreement, which by reference thereto is incorporated herein and made part of this Agreement. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only “Company” shall include **Embarq** Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer said Retirement Pension Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

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SECTION 1 Embarq Retirement Pension Plan

The Company agrees to provide to Covered Members, through the **Embarq** Retirement Pension Plan, (the "Retirement Pension Plan"), the benefits hereinafter specified in this Agreement effective **May 1, 2007**. All terms defined in the **Embarq** Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

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Covered Member shall mean an employee of United Telephone Company of Ohio represented by International Brotherhood of Electrical Workers Local 1996 who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Section 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of **Embarq** Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that continuous service and credited service shall be determined in accordance with the definitions in Sections 1.13 (b), Continuous Service, and 1.15 (b), Credited Service, respectively of the Retirement Pension Plan, except as specifically provided to the contrary herein.

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Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of

such date a subsequent Pension Agreement between United Telephone Company of Ohio and the IBEW - Local Union 1996 is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.13 (b), Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such termination date and receive the retirement allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

SECTION 2 Eligibility for Benefits

The number of years of continuous service required to be eligible for an early or disability retirement allowance is 10 years, and for a vested retirement allowance is 5 years.

The other requirements for eligibility for early and disability retirement allowances will not be changed.

SECTION 3 Amount of Allowance

- (a) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who retires under normal or early retirement under Article 3, Retirement Allowance, of the Retirement Pension Plan shall be based on the Covered Member's age in years and completed whole months, job classification and credited service at termination of employment; and date of termination of employment, or normal retirement date if earlier, determined from the attached tables, by multiplying

the appropriate monthly benefit per year of service by the number of years of credited service, subject to the provisions contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

- (b) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under a Special Early Retirement Allowance as defined in Section 1.56 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment, reduced by $\frac{5}{24}$ of 1% for each month by which the Covered Member's actual retirement date precedes his normal retirement date.
- (c) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is entitled to a deferred vested early retirement allowance as defined in Section 1.16 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.
- (d) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under Disability Retirement under Section 3.3 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.
- (e) Upon the death of a Covered Member described in Article 8, Spousal Allowance, of the Retirement

Pension Plan prior to his normal retirement date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of his surviving spouse, provided that he and said spouse have been married throughout the one-year period ending of the date of his death. The amount of the spouse's allowance payable to an eligible spouse shall be the benefit described in paragraph (a) above which would have been payable to such spouse had the Covered Member retired early in accordance with Section 1.20, Early Retirement Allowance, of the Retirement Pension Plan and benefits had commenced on the first day of the month preceding his date of death. If the Covered Member had not attained age 55, the benefit described in paragraph (a) above shall be that which applies at age 55.

SECTION 25.2

SAVINGS PLAN AGREEMENT

The Company has adopted the **Embarq** Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan") and agrees to include employees covered by this Agreement as members of such Retirement Savings Plan as soon as administratively feasible following ratification of this Agreement, in accordance with the Savings Plan Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Savings Plan Agreement and to make Company contributions thereto. Said Savings Plan Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include **Embarq** Corporation) retains the right to make such changes in the Retirement Savings Plan, in its sole discretion, as may be required to obtain a ruling

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from the Commissioner of Internal Revenue that the Retirement Savings Plan qualifies under Section 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Savings Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Savings Plan, or to administer said Retirement Savings Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the Retirement Savings Plan shall apply to all similarly situated employees of the Company in a uniform manner.

SECTION 1 Embarq Retirement Savings Plan for Bargaining Unit Employees

The Company agrees to provide a means for employees to save for their retirement on a tax-preferred basis through the **Embarq** Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan"). Employee and Company contributions to said Retirement Savings Plan are specified in this Agreement. All terms defined in the Retirement Savings Plan shall have the meaning specified therein unless the context of this Savings Plan Agreement clearly indicates otherwise.

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Participation should be in accordance with Article 2, Participation, of the Retirement Savings Plan.

SECTION 2 Employee Contributions

(a) Basic Contributions

- i. Each Participant shall be allowed to have his wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in

Section 5. Such bi-weekly wage reduction shall be in multiples of \$2 and shall be contributed to the Participant's account. Such bi-weekly wage reduction shall be known as "Basic Contributions".

- ii. The minimum Basic Contribution shall be \$10 for each bi-weekly pay period.

(b) Supplemental Contributions

Each Participant who has had his wage reduced by the appropriate maximum amount in Section 2 shall be allowed to have his wage reduced in multiples of \$2, which amount shall not exceed the amount specified in Appendix C. Such amount shall be known as "Supplemental Contributions".

(c) Catch-Up Contributions

Effective May 1, 2004, each eligible Participant shall be permitted to make Catch-Up Contributions as defined in the plan document. Upon attainment of age 50, a participant may contribute an additional amount per year to the extent provided by Section 414(v) of the Internal Revenue Code and under procedures established by the **Embarq** Savings Plan Committee. R

SECTION 3 Company Contributions

- (a) The Company may contribute the Company matching contributions equal to the same percentage of the Participant's Basic Contribution as applies to non-represented employees
- (b) The Company may provide an increased Company contribution based on the same performance measurement standard that applies in the Retirement Savings Plan for non-represented employees.

SECTION 4 Investment Options

- (a) As provided for in the Retirement Savings Plan, a certain number of investment options (funds) will be available for Participant's to invest their own Contributions. The percentage of contributions allocated to any investment option shall be in whole percent increments with a minimum of five percent (5%) to an investment option.
- (b) The Company matching contribution for each Participant shall be invested as specified in the plan document for the Retirement Savings Plan.
- (c) The Company shall designate the investment vehicle for each investment fund and can change any investment vehicle at any time provided that benefits are not diminished or eliminated.

SECTION 5 Automated Services

Represented employees are included in the same automated processing services for transactions under the Retirement Savings Plan for the same fees as non-represented **Embarq** R employees.

These services include but are not necessarily limited to:

- Enrollments by phone or online
- Contribution deferral changes by phone or online
- Transfers between funds (exchanges) by voice response system or online
- Investment allocation (mix) changes by voice response system or online
- Pre-approved loans by phone or online
- Pre-approved withdrawals and distributions by phone or online
- Hardship withdrawals by phone or online

Changes to these services and fees, if any, will be made at the sole discretion of the Company. Such changes, however, will continue to be equal to the services and fees offered to non-represented employees.

SECTION 6 Administration of the Retirement Savings Plan

At its sole discretion, the Company shall designate the agent for maintaining participant records and processing transactions for the Retirement Savings Plan. The Company may change the designated agent at any time provided that benefits are not diminished or eliminated.

SECTION 7 Diversification

Effective May 1, 2004, the Retirement Savings Plan will provide diversification options for the Company contribution on the same basis that applies to non-represented employees.

SAVINGS PLAN								
Maximum Biweekly Contributions								
BASIC					SUPPLEMENTAL *			
Schedules	Wage Schedule	Year 1	Year 2	Year 3		Year 1	Year 2	Year 3
Schedule 1	Y14	74	76	78		196	202	206
Schedule 2	Y08	94	96	98		250	256	262
Schedule 3	Y03	114	116	118		302	310	318
Schedule 4	Y02	116	118	122		308	316	324
Schedule 5	Y01	118	122	124		316	324	332

*These contributions are allowed only if participant is making the maximum basic contribution.

SECTION 25.3

Flexible Benefits Plan

Effective **May 1, 2007**, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees subject to this agreement in the FlexCare Plan as it is applicable to non-represented employees of the Company. The components of the FlexCare Plan available to employees subject to this agreement include the following benefit options: Medical, Prescription Drug, Dental, Vision Care, Supplemental Long Term Disability, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance. However, the Company agrees to provide eligible employees with Basic Long-Term Disability coverage. The annual price tags for the medical, prescription drug and dental coverage options under FlexCare will be the same as those applicable to non-represented employees of the Company. On an annual basis, employees will be credited with benefits dollars the same as those applicable to non-represented employees of the Company. R

The Company, at its sole discretion, shall designate the insurance carrier(s) and the agent(s) for processing claims and other transactions for the FlexCare Plan and the individual components thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that the Company first provides notice to the Bargaining Unit thereof.

As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit **during the negotiations for this Agreement**, the Company reserves the right to amend or terminate any one of the various R

components of the FlexCare Plan at any time, including changing the deductible, co-payment, and maximum out-of-pocket amounts for certain health care options so long as the changes are uniformly applied to all eligible employees both non-represented and bargaining unit employees.

VOLUNTARY BENEFITS PROGRAM

Effective January 1, 2005, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance, **Critical Illness Insurance** coverages and Legal Services. R

It is understood that employees will be responsible for the entire cost for each component of the Voluntary Benefits program. At its sole discretion, the Company may permit employees to have the required costs withheld through payroll deduction.

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agents(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible

employees, both non-represented and bargaining unit employees.

ARTICLE XXVI WAGES

Section 26.1

The schedules of basic wage rates together with job classification titles for employees covered by this Agreement shall be as set forth in Appendix A attached hereto and made a part hereof.

Section 26.2

The wage schedules set forth in Appendix A provide the basis for automatic and progressive step increases in basic wage rates. The employee's basic wage rate will be advanced every six (6) months in accordance with the steps shown on the applicable wage schedule.

Section 26.3

The wage schedules set forth in Appendix A shall set forth the basic wage rate applicable to the named job classifications according to seniority or adjusted wage schedule for current employees. Employees who can verify previous actual or allied experience to the satisfaction of the Company may be paid a rate at hiring commensurate with the value of such experience to the Company's operations. Such rate shall not be set as to provide unearned wage advantages over current employees. A further adjustment, upwards or downwards, may be made during the trial period but not thereafter without review with, and agreement of the Union.

Section 26.4

The Company shall have the exclusive right to determine the source or sources of applicants for employment, and shall be the sole judge of the requirements and qualifications of such applicants.

ARTICLE XXVII SHORT TERM DISABILITY WORKERS COMPENSATION

1.01 What is contained in this document?

This document describes the Short Term Disability (STD) Plan (the “Plan”) and provides certain information required under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Plan is a welfare benefit plan as defined in ERISA. **Embarq**’s costs of providing benefits under the Plan are financed out of its general assets, and, in some states, by purchasing disability insurance.

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In this document **Embarq** means **Embarq** Corporation and is sometimes referred to as “we” or “us.” We refer to participants as “you.”

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1.02 What is the purpose of the Plan?

If you qualify for benefits, this Short Term Disability (STD) Plan provides income protection when you cannot work at your usual job due to an injury or illness incurred either on or off the job. This Summary Plan Description (SPD) describes the benefits and coverage requirements for the benefits.

1.03 Who administers the Plan?

The plan administrator as defined by ERISA is **Embarq**. **Embarq**’s Board of Directors has appointed members of the Employee Benefits Committee and granted it the authority to control and manage the operation and administration of the Plan on **Embarq**’s behalf. This

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authority includes the discretionary authority to determine eligibility for benefits and to construe the terms of this Plan.

The Employee Benefits Committee has delegated day-to-day administrative responsibilities to the Director, Benefits Services, whose address currently is:

Embarq
Attention: Director, Benefits Services
5454 W. 110th St.
Mailstop: KSOPKJ02-208
Overland Park, Kansas 66211

Embarq is also the Plan sponsor. **Embarq's** Federal employer identification number is 48-0457967.

1.04 What is the effective date of the Plan?

This Plan is effective (**new effective date May 1, 2007**). We refer to this date as the "Effective Date." Benefits are available to covered Participants under this Plan beginning (**new effective date May 1, 2007**). This Plan supersedes any other plan providing benefits for income protection to employees of Participating Employers as of this Plan's Effective Date. We refer to these other plans as "Prior Plans" in this SPD.

2 Plan Coverage

2.01 Who is covered by the Plan?

You are covered by the Plan if you meet all of the following coverage criteria:

- Work for a Participating Employer,
- Are not represented by a labor union, or you are represented by a labor union that has bargained for coverage under this Plan, :

- Meet one of the Plan's service requirement described in section 2.02
- Are a regular, full-time employee, or a regular, part-time employee scheduled to work 20 or more hours per week.
- Work in a job grade below E-14 (grades E-14 and above are covered by a different policy).

You are not covered by the Plan:

- If you do not meet any of the conditions for eligibility set forth above;
- After your last day worked when your employment with a Participating Employer ends for any reason;
- During any unpaid leave, other than leave under the Family and Medical Leave Act; or
- If this Plan is terminated.

2.02 What are the Plan's service requirements?

Your service requirement depends on your employment status on the Plan's Effective Date.

- If you were covered by a Prior Plan on the Effective Date, you will have met this Plan's coverage requirement on the Effective Date.
- If you were an employee of a Participating Employer on the Effective Date, but were not covered by a Prior Plan on that date, you will meet this Plan's service requirement on the date that you would have been covered under the Prior Plan.
- If you were hired on or after the Effective Date, you will meet this Plan's service requirement when you have completed one year of continuous service with a Participating Employer.

2.03 Who is a “regular full-time” or “regular part time” employee?

The terms “regular full-time” and “regular part-time” employee refers to your designation in **Embarq**’s payroll system. Employees with a “temporary” designation are not “regular” employees. An individual who is not treated as a “regular” employee on the payroll records of a Participating Employer is not eligible for this Plan, even if a court or administrative agency determines the individual is a common law or other employee of a Participating Employer. R

3 Plan Benefits

3.01 When am I entitled to benefits under the Plan?

If you are covered under the Plan, you are entitled to benefits when you meet all of the following criteria:

- You cannot work due to an illness or injury you incur either on or off the job;
- Your absence due to that illness or injury **that is 50% or more of your scheduled work hours each day and continues for more than seven consecutive calendar days, which is referred to as the waiting period;** and R
- You comply with the Claims Procedure described in Section 5.01 of the Plan

You are not entitled to benefits under the Plan if any of the following apply to you:

- You are not covered by the Plan;
- You qualify for, or are receiving, benefits under a Prior Plan;
- You engage in any activity inconsistent with your application for STD benefits;
- You provide services to any other entity as an employee, consultant, contractor or volunteer;
- The health care providers signing any required forms under the Plan are not licensed by the state or states where the health care providers practice;
- You are not receiving care and treatment that is appropriate or consistent with your illness or injury;
- You have cosmetic surgery, except in cases where the cosmetic surgery is associated with an illness or injury;
- Fail to undergo an Independent Medical Examination (as that term is defined later in the Plan) the Plan Administrator deems necessary;
- You refuse to work if a Participating Employer is willing to make accommodations to any restrictions associated with your illness or injury;
- Your illness or injury is in conjunction with your confinement in a penal or correctional institution; or
- Your illness or injury is:
 - Caused by armed conflict;
 - The result of an illegal activity, including felonies, or attempted felonies;
 - Intentionally self-inflicted;
 - The result of your active participation in a riot or act of terrorism.

If your employment with a Participating Employer is involuntarily terminated (i.e., someone other than you ends

your employment) while you are receiving STD benefits, you may continue receiving benefits until (i) your benefits are exhausted, (ii) your health care provider indicates you could have otherwise returned to work, with or without restrictions, or a health care provider providing an IME indicates you could have otherwise returned to work, with or without restrictions.

3.02 Who determines if my illness or injury prevents me from working?

As described in the Claims Procedure in section 5.01, your health care provider must certify that you are unable to work due to your illness or injury and set your return to work date. We may also require that you undergo an IME.

3.03 What is an IME?

An IME is an independent medical examination. For the IME, the Plan selects a health care provider who examines you to determine if you can work, and if not, whether your inability to work is a result of an illness or injury. If a health care provider performing an IME under the Plan determines you can work, with or without restrictions, your benefits under the Plan will cease. That is, you will not receive any further STD benefits unless health care provider performing an IME under the Plan determines you can not work due to an injury or illness. If the health care provider performing an IME under the Plan indicates you are able to work, or, if you are unable to work, but not because of an illness or injury, the health care provider performing the IME under the Plan has final say and benefits will cease, even if your own doctor says you can not work due to an injury or illness.

Your STD benefits may be suspended while an IME is pending.

3.04 If I become entitled to benefits under the Plan, how are my benefits determined?

Benefits under the Plan are based upon your length of service with Participating Employers. The Plan provides benefits up to a maximum of 26 weeks according to the following STD Benefit Payment Schedule

STD Benefit Payment Schedule

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, but you may be entitled to benefits under a Prior Plan	None, but you may be entitled to benefits under a Prior Plan
One year of service or more	Two weeks of STD benefits at 100% of your Base Salary for each full year of service up to a maximum of 26 weeks	26 weeks of STD benefits at 60% of your Base Salary, less the number of weeks of benefits at 100% of your Base Pay

3.05 If I become entitled to benefits under the Plan, when will they begin?

Your STD benefits will begin after your Waiting Period as described in 3.01.

3.06 If I become entitled to benefits under the Plan, when will they end?

Your STD benefits cease when any of the following apply to you:

- Your health care provider or a health care provider performing an IME under the Plan indicates you may return to work, with or without restrictions associated with your illness or injury;
- You receive the maximum amount of benefits you are entitled to under the Plan;
- You reach the end of
 - your separation pay period under the **Embarq** Separation Plan, or
 - your notice period under the Workers Adjustment and Retraining Notification Act (“WARN”), or the period during which you receive severance pay in lieu of notice under WARN
- If you begin receiving benefits under the Plan after you are notified in writing that your position with a Participating Employer will be eliminated (as explained in Section 4.01); or
- You are no longer eligible or qualified to receive benefits under the Plan;

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Your job will generally be held open for you while you receive benefits under the Plan. However, nothing in this Plan should be construed as a limitation by a Participating Employer to eliminate positions or otherwise reorganize its operations.

If you can not return to work when you are no longer eligible for benefits under the Plan, it is your responsibility to contact management and Human Resources to discuss your continued employment.

Proof of sickness or disability may be required of all employees receiving benefits under this plan. Sickness disability hereunder must be certified as rendering the employee unable or unfit to work by an accredited physician of the employee's choice acceptable to the Company.

3.07 What is my Base Salary for purposes of determining my STD benefits?

STD benefits are based upon your Base Salary on your last day worked. If you are an exempt employee, your Base Salary is your weekly salary. If you are a non-exempt employee, your Base Salary is your hourly rate times your regularly scheduled weekly work hours. If you are eligible to participate in the **Short Term Incentive Plan (STI)**, sales incentive compensation plans, or any other similar compensation plans, you will earn incentive compensation, if any, according to the terms and conditions of such plans while you receive benefits under this Plan. Payments under the **Short Term Incentive Plan (STI)**, sales incentive compensation plans, or any other similar compensation plans are not included in your Base Salary for purposes of this Plan. Payments such as overtime and shift differentials, are not included in your Base Salary for purposes of this Plan.

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3.08 What happens if my health care provider does not release me on my original return to work date?

You must provide the Health Care Provider Extension Form on or before the original return to work date. If an extension form is not completed within the above timeframe, STD benefits will suspend and may be denied.

3.09 What must I do before I can return to work?

You must provide documentation from your health care provider indicating you are able to return to work with or without restrictions. We call this documentation a “Medical Release Form.”

3.10 What happens if I do not provide a Medical Release Form?

You will not be permitted to return to work and STD benefits will cease.

3.11 What if my doctor will not release me to return to work on a full-time basis, but will release me to work part-time?

You may qualify for partial benefits under the Plan if (i) your health care provider, or a health care provider performing an IME under the Plan, indicates you are able to return to work on a part-time basis (i.e., less than your regularly scheduled weekly or daily work hours), and (ii) a part-time schedule is consistent with the Participating Employer’s allowable schedules of work. In order to qualify for partial benefits under the Plan, your health care provider, or a health care provider performing an IME under the Plan, must determine you are capable of working on a part-time basis and that you will be able to return to full-time within 90 days. Employees who can only return to work on a part-time basis permanently do not qualify for partial benefits under the Plan.

3.12 If I return to work after receiving Plan benefits, and I become entitled to Plan benefits a second time, must I satisfy the Waiting Period again?

Yes, your Plan benefits will not begin until after the Waiting Period described in section 3.01 unless

- you are entitled to Plan benefits the second time due to the same illness or injury that caused you to be entitled to Plan benefits the first time; and
- you returned to work for 30 calendar days or less.

However, if your Plan benefits the first time ended because an IME determined you could return to work, you will be required to satisfy the Waiting Period again before further benefits may become available.

3.13 If I return to work after receiving Plan benefits, and I become entitled to Plan benefits a second time, do I start over on the STD Benefit Payment Schedule described in section 3.04?

If you return to work for less than 182 calendar days, 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 in section 3.04 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, your previous STD benefits will not be considered in determining the amount and maximum period of benefits.

Example #1 An employee has worked for a Participating Employer for two years and 11 months when she becomes entitled to benefits under the Plan due to an illness. Assume she cannot work due to this illness for six weeks. Based on the STD Benefit Payment Schedule, she receives five weeks of STD benefits, following the Waiting Period,

four weeks at 100% of Base Salary (i.e., two weeks for each of her two complete years of service) and one week at 60% of Base Salary. Four months after returning to work, the employee again becomes entitled to Plan benefits. Because her five weeks of prior STD is considered in determining benefits, her maximum benefit for this second disability is 21 weeks. All 21 weeks will be at 60% of Base Salary.

Example #2 Assume the same facts as Example #1, except that the employee works for eight months, rather than four months, after returning from her first disability. Because her five weeks of prior STD is not considered in determining benefits, her maximum benefit for this second disability is 26 weeks. Six weeks will be at 100% of Base Salary (i.e., two weeks for each of her three complete years of service) and 20 weeks will be at 60% of Base Salary.

3.14 What happens if I am overpaid STD benefits?

Overpayments occur when you receive more STD benefits that you are entitled to receive under the Plan. The Plan may recover the overpayments by offsetting such amounts against future payments under the Plan or any other method permitted by applicable law.

4 Coordination with Other Compensation and Benefit Plans

4.01 How do STD benefits coordinate with other plans?

STD benefits coordinate with the **Embarq** Separation Plan based on when you are notified in writing that your position will be eliminated. R

- If you are receiving STD benefits under this Plan when you are notified in writing that your position will be eliminated, you will continue receiving the STD benefits you are entitled to under this Plan and

your separation benefits under the **Embarq** Separation Plan will begin thereafter.

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- If you begin receiving STD benefits under this Plan after written notification you will receive any STD benefits you are entitled to under this Plan only until your separation pay period ends under the **Embarq** Separation Plan and your STD benefits under this Plan will be offset by any severance benefits you receive under the **Embarq** Separation Plan or payments made in lieu of notice under WARN or any similar state or local laws.

These rules are illustrated by the following examples

- Example #1 An employee who has worked continuously for a Participating Employer since July 1, 1995, is notified in writing on November 3, 2003 that his position will be eliminated and his last day worked will be November 14, 2003. Because he has eight years of service, he is entitled to 16 weeks of separation pay. Suppose the employee began receiving benefits under the Short-Term Disability Plan on October 27, 2003 and is set to return to work on November 24, 2003. Based on these facts, the employee will receive four weeks of short-term disability benefits (from October 27, 2003 through November 21, 2003) and 16 weeks of separation pay (from November 24, 2003 through March 12, 2004).
- Example #2 Suppose the same facts as Example #1, except that the employee begins receiving benefits under the Short-Term Disability Plan on November 10, 2003 and is set to return to work on November 24, 2003. Based on these facts, the employee will receive short-term disability benefits for the week of November 10, 2003. His short-term disability benefits for the week of November 17, 2003 will be offset by his salary separation pay such that he will receive 16

weeks of separation pay (from November 17, 2003 through March 5, 2004).

If you are eligible to receive Workers Compensation benefits under state law and STD benefits under this Plan, your STD benefits will be coordinated with any Worker's Compensation benefits you receive. Your Plan benefits will be limited such that the sum of your Plan benefits and your Workers Compensation benefits will not exceed 85% of your Base Salary, unless otherwise required by state Workers Compensation laws

Social Security disability benefits and benefits under the Plan are also coordinated. You receive the maximum benefits available under this Plan and Social Security, but not the total sum of both benefits. Your Plan benefits will be limited such that the sum of your Plan benefits and your Social Security disability benefits will not exceed 100% of your Base Salary, unless otherwise required by Social Security laws.

Benefits provided under state-mandated, non-occupational disability programs in the states of California, New York and New Jersey are also coordinated.

4.02 Will my employee benefits continue while I receive STD benefits?

Benefits offered under any other plan are subject to the laws pertaining to such plans and the terms and conditions of such plans.

4.03 How does California state disability benefits coordinate with benefits provided under the Plan?

Employees living in California who are eligible to participate in the Plan must apply for state benefits through

the state EDD (Employment Development Department) at the same time they apply for benefits under the Plan. If the EDD benefit is less than the amount of benefits the employee would receive under the Plan, the employee will receive the difference between the amount of the benefit paid by the EDD and the amount the employee otherwise would receive under the Plan upon receipt by the Plan of a Notice of Computation (i.e., an EDD check stub) from the employee. You may contact EDD at 1-800-480-3287 or www.edd.ca.gov

4.04 How does New York or New Jersey state disability benefits coordinate with benefits provided under the Plan?

Employees living in New York or New Jersey who are eligible to participate in the Plan must complete all required National Benefits Life (NBL) forms and return such completed forms to the **Embarq** Disability Management Group. R

4.05 If I receive STD benefits from this Plan and payments from another party for lost wages, do I need to reimburse the Plan for the benefits I received under the Plan?

Sometimes, the Plan can recover from other parties the STD benefits it pays to you. Because STD benefits are intended to reimburse you for the wages you lose because of illness or injury, the Plan can “stand in your shoes” and recover from third parties, who caused or contributed to your illness or injury, the benefits you received under the Plan (where permitted by law). If the Plan has this “right of subrogation” you must do anything the Plan reasonably asks you to do to protect these rights and help the Plan recover from the third party.

5 *Claims Procedure*

5.01 How do you make a claim for STD benefits?

You must apply for STD benefits by completing and signing all forms required by the Plan within fifteen days of your first date of absence qualifying for benefits under the Plan. The forms required by the Plan include:

- a signed application for STD benefits and
- a Health Care Provider Form in which your physician documents your inability to work due to an illness or injury and your estimated return to work date.

The forms required by the Plan can be obtained through:

- **Employee Resource Center (ERC) at
1-888-722 4372 (4ERC)
Embarq.Com (Select corporate profiles, then
disability form**
- HR Self Service
- **Equip Benefit Website**

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NBL Form for New York and New Jersey employees may be requested through the ERC phone number.

If you submit all completed, required forms **within twenty-two (22)** days from your first day of absence that qualifies you for

STD benefits, your Plan benefits will begin retroactive to the first day after your Waiting Period. If you submit all completed, required forms after **twenty-two (22)** days from your first day of absence that qualifies you for STD benefits, your Plan benefits will begin prospectively on the date the Plan Administrator receives all the completed, required forms under the Plan unless the Plan Administrator determines that the submission was late due to matters beyond your control. R

5.02 What if benefits are denied under the Plan?

Within 45 calendar days of a denial letter, you or your authorized representative may provide a reconsideration request to appeal.benefit@sprint.com or in writing to:

Employee Resource Center R
5454 W. 110th St.
Overland Park, KS 66211
Attention: Resolutions Analyst
Mailstop: KSOPKR01

The Plan Administrator determines if you are covered by the Plan and if you qualify for benefits under the Plan. The Plan Administrator will generally determine claims for benefits under the Plan within 45 days of receipt of a claim.

A written denial of a claim under the Plan will give specific reasons for the denial, reference specific Plan provisions on which the denial is based, describe any additional material necessary for you to perfect your claim, and explain the Plan's claim review procedure.

In special circumstances, a response to your claim may take more than 45 days. The Plan administrator may extend this period for up to 30 days if the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you

before the end of the 45-day period of the circumstances requiring the extension and the date by which the Plan expects to render a decision.

If before the end of this 30-day period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided the Plan Administrator notifies the claimant, before the end of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision.

Within 180 days of receiving written notice of claim denial from the Plan Administrator, you or your authorized representative may appeal. This appeal should be in writing and directed to:

Benefit Administrative Committee
5454 W. 110th St.
Overland Park, KS 66211
Mailstop: KSOPKJ02

In your appeal, include a copy of your denial letter from the Plan Administrator. You should state in your appeal the reasons you believe your claim was improperly denied and submit any additional information, material or comments you consider appropriate.

You will receive a response to your appeal within 45 days. If more time is needed, you will be notified within 45 days after receipt of your request for review. In no event will a decision be made more than 90 days after receipt of your request for review.

You will be informed of the Benefit Administrative Committee's decision. The response will include the

specific reasons for the decision as well as specific references to the appropriate Plan provisions on which the decision is based. The decision of the Benefit Administrative Committee is final.

6 ERISA Rights

6.01 As a participant in the Plan, am I entitled to certain rights and protections under ERISA?

As a participant in the Plan you are entitled to certain rights and protections under the ERISA. ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the plan, including copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit

in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

6.02 Can Embarq amend or terminate the Plan?

While **Embarq** expects to continue the Plan indefinitely, it has the right to amend or terminate the Plan at any time. Amendments may be made by action of **Embarq's** Employee Benefits Committee. R

This document does not constitute a contract of employment for any particular period of time.

6.03 Who is the agent for service of legal process for the Plan?

The agent for service of legal process for the Plan is:

General Counsel
5454 W 110th St.
Overland Park, Kansas 66211

Service of legal process may also be made on the Plan Administrator.

6.04 What is the Plan's fiscal year and number?

The Plan is on a calendar year and the plan number is 541.

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

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Section 28.1

“Nothing in this Agreement shall affect or limit the right of the Company to develop and implement, modify or delete such recognition programs, incentive programs as it chooses; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, to reward employees for improved performance or efficiencies or otherwise. 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.

The Company agrees to provide affected employees with a written statement of their incentive, bonus

and/or commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such incentives, bonuses and/or commissions. Nothing in any such plan may penalize, or in anyway disadvantage, an employee for not achieving any of the incentives offered.

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The Company agrees to notify the Union, 30 days prior to notifying affected employees of the implementing, modifying, or deleting any recognition programs, incentive programs, bonuses, or commissions under the provisions of this Section. The 30 day notification period provides an opportunity for the Union to provide feedback on any such program prior to implementation.

ARTICLE XXIX EXECUTION

Section 29.1

The Company and the Union acknowledge that this Agreement, and any supplement thereto, embody the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all employees by this Agreement.

Section 29.2

The Company will continue in effect such generally recognized customs and practices as are now in effect and which are not covered by the terms of this Agreement, but this shall not serve to deny the right of the Company to change customs or practices provided the following requirements are met:

1. The Company will give notice to the Union of the Company's intent to change what the Union claims to be a custom or practice and will state the reasons for the change.
2. The Union within eight (8) days of receipt of the notice given above, may request a meeting with the Company representatives if it so desires, in order to discuss the Union's position on the change, alternatives to the change, or objections to the change.
3. During this meeting the Company and the Union will endeavor to reach a mutually satisfactory understanding with reference to the matter.
4. In the event the Union does not agree to the change and it is not a mutually accepted alternative within two (2) weeks of the Company's stated firm position, the matter may be referred directly to the second step of the grievance procedure (Article IV), and may thereafter as deemed proper be referred to arbitration (Article V).

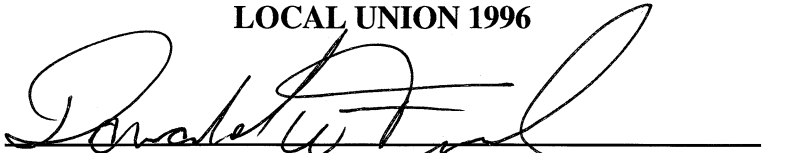
Section 29.3

In the event that any provisions contained herein are adjusted in a court of law to be in conflict with any Federal law, or with any law of the State of Ohio, such provision shall be void until such time as said adjudication may be reversed. Notwithstanding such adjudication of conflict, all of the other provisions of this Agreement shall remain in full force and effect.

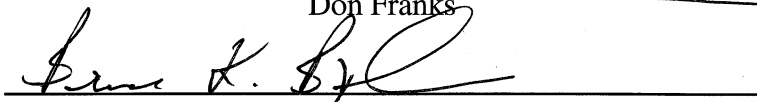
Section 29.4

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives the day and year first above written. Date signed: April 30, 2007.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL
WORKERS (AFL-CIO-CFC)
LOCAL UNION 1996**



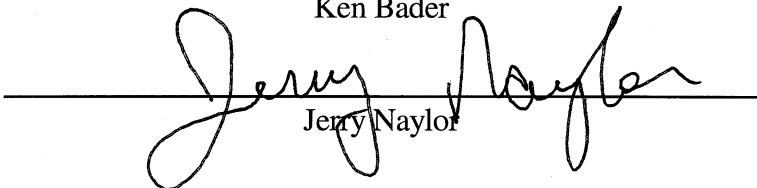
Don Franks



Bruce Bixler



Ken Bader

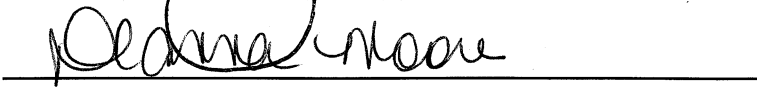


Jerry Naylor

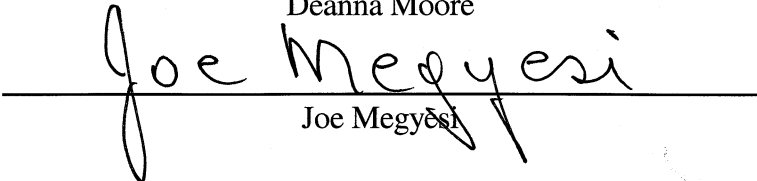
UNITED TELEPHONE COMPANY OF OHIO



Corwin Johnson



Deanna Moore



Joe Megyesi

APPENDIX A
IBEW 1996 WAGE RATES
MAY 1, 2007 – MAY 1, 2009

		Effective 5/1/07	Effective 5/1/08	Effective 5/1/09
	Schedule 1 (Y14)	7.57	7.76	7.95
	Start			
	Step 2	8.19	8.39	8.60
	Step 3	8.86	9.08	9.31
	Step 4	9.58	9.82	10.07
	Step 5	10.36	10.62	10.89
	Step 6	11.21	11.49	11.78
	Step 7	12.13	12.43	12.74
	Step 8	13.12	13.45	13.79
	Step 9	14.20	14.56	14.92
	Top	15.36	15.74	16.13

APPENDIX A
IBEW 1996 WAGE RATES
MAY 1, 2007 – MAY 1, 2009

		Effective 5/1/07	Effective 5/1/08	Effective 5/1/09
	Schedule 2 (Y08)			
	Frame Worker (CR318)			
	Start	11.44	11.73	12.02
	Step 2	12.14	12.44	12.75
	Step 3	12.87	13.19	13.52
	Step 4	13.65	13.99	14.34
	Step 5	14.48	14.84	15.21
	Step 6	15.36	15.74	16.13
	Step 7	16.30	16.71	17.13
	Step 8	17.29	17.72	18.16
	Step 9	18.35	18.81	19.28
	Top	19.48	19.97	20.47

APPENDIX A
IBEW 1996 WAGE RATES
MAY 1, 2007 – MAY 1, 2009

		Effective 5/1/07	Effective 5/1/08	Effective 5/1/09
Schedule 3 (Y03)				
Lineworker (CR203)	Start	11.44	11.73	12.02
Public Access Technician (UN237)	Step 2	12.39	12.70	13.02
Building Operations Repair Person (un760)	Step 3	13.43	13.77	14.11
	Step 4	14.56	14.92	15.29
	Step 5	15.77	16.16	16.56
	Step 6	17.10	17.53	17.97
	Step 7	18.53	18.99	19.46
	Step 8	20.08	20.58	21.09
	Step 9	21.76	22.30	22.86
	Top	23.59	24.18	24.78

APPENDIX A
IBEW 1996 WAGE RATES
MAY 1, 2007 – MAY 1, 2009

		Effective 5/1/07	Effective 5/1/08	Effective 5/1/09
Schedule 4 (Y02) Building Operations Mechanic (UN761)	Start	11.44	11.73	12.02
	Step 2	12.42	12.73	13.05
	Step 3	13.50	13.84	14.19
	Step 4	14.67	15.04	15.42
	Step 5	15.94	16.34	16.75
	Step 6	17.31	17.74	18.18
	Step 7	18.81	19.28	19.76
	Step 8	20.43	20.94	21.46
	Step 9	22.19	22.74	23.31
	Top	24.10	24.70	25.32

APPENDIX A
IBEW 1996 WAGE RATES
MAY 1, 2007 – MAY 1, 2009

Schedule 5 (Y01)		Effective 5/1/07	Effective 5/1/08	Effective 5/1/09
Business Service Technician (UN472)				
Cable Splicer (CR208)	Start	11.44	11.73	12.02
Communication Technician (CR324)	Step 2	12.46	12.77	13.09
Mechanic (CR231)	Step 3	13.58	13.92	14.27
Service Technician (UN169)	Step 4	14.80	15.17	15.55
Building Operations Technician(UN762)	Step 5	16.12	16.52	16.93
	Step 6	17.57	18.01	18.46
	Step 7	19.15	19.63	20.12
	Step 8	20.86	21.38	21.91
	Step 9	22.72	23.29	23.87
	Top	24.76	25.38	26.01

APPENDIX A
BARGAINING UNIT BASIC WAGE RATES

Schedule 1	Assigner – Dispatcher
Schedule 2	Frame
Schedule 3	Lineworker Public Access Technician Building Operations Repair Person
Schedule 4	Building Operations Mechanic
Schedule 5	Mechanic Cable Splicer Business Service Technician Communications Technician Service Technician Building Operations Technician

Differentials

In-Charge - \$0.75/hr.

Primary work to be performed by the Public Access Technician will include (but will not be limited to) collecting coins, booth maintenance, and installation, maintenance and repair of all paystation equipment.

The positions will be located in various Company locations as determined by the Company; however, their primary area of responsibility will be the northeast corner of Ohio.

Public Access Technicians may be required to travel into other areas, crossing jurisdictional boundaries inter and intra state.

NOTE 1 Its is mutually agreed that effective August 1, 1998, the biweekly pay method will be direct deposit and pay stubs will be mailed to employees mailing address as indicated on company records.

APPENDIX B
EMBARO RETIREMENT PENSION PLAN

May 1, 2007 to April 30, 2008

Monthly income per year of service at retirement age:

Schedules	65-70	64	63	62	61	60	59	58	57	56	55
Schedule 1	Y14	33.00	31.40	29.70	28.10	26.40	24.80	23.10	21.50	19.80	16.50
Schedule 2	Y08	41.80	39.70	37.60	35.50	33.40	31.40	29.30	27.20	25.10	20.90
Schedule 3	Y03	50.60	48.10	45.50	43.00	40.50	38.00	35.40	32.90	30.40	25.30
Schedule 4	Y02	51.70	49.10	46.50	43.90	41.40	38.80	36.20	33.60	31.00	25.90
Schedule 5	Y01	53.20	50.50	47.90	45.20	42.60	39.90	37.20	34.60	31.90	26.60

APPENDIX B – EMBARO RETIREMENT PENSION PLAN

May 1, 2008 to April 30, 2009

Monthly income per year of service at retirement age:

Schedules	65-70	64	63	62	61	60	59	58	57	56	55
Schedule 1 Y14	33.80	32.10	30.40	28.70	27.00	25.40	23.70	22.00	20.30	18.60	16.90
Schedule 2 Y08	42.90	40.80	38.60	36.50	34.30	32.20	30.00	27.90	25.70	23.60	21.50
Schedule 3 Y03	51.90	49.30	46.70	44.10	41.50	38.90	36.30	33.70	31.10	28.50	26.00
Schedule 4 Y02	53.00	50.40	47.70	45.10	42.40	39.80	37.10	34.50	31.80	29.20	26.50
Schedule 5 Y01	54.50	51.80	49.10	46.30	43.60	40.90	38.20	35.40	32.70	30.00	27.30

APPENDIX B – EMBARO RETIREMENT PENSION PLAN

May 1, 2009 to April 30, 2010

Monthly income per year of service at retirement age:

Schedules	65-70	64	63	62	61	60	59	58	57	56	55
Schedule 1	Y14	34.70	33.00	31.20	29.50	27.80	26.00	24.30	22.60	20.80	19.10
Schedule 2	Y08	44.00	41.80	39.60	37.40	35.20	33.00	30.80	28.60	26.40	24.20
Schedule 3	Y03	53.30	50.60	48.00	45.30	42.60	40.00	37.30	34.60	32.00	29.30
Schedule 4	Y02	54.40	51.70	49.00	46.20	43.50	40.80	38.10	35.40	32.60	29.90
Schedule 5	Y01	55.90	53.10	50.30	47.50	44.70	41.90	39.10	36.30	33.50	30.70

APPENDIX C LETTER OF AGREEMENT #1

Effective May 1, 1995, regular full-time bargaining unit employees will be eligible for reimbursement of certain relocation expenses. The expenses must be the result of a Company initiated transfer, transferring an employee from the Warren District to another location within UNC. A Company initiated transfer would be defined as the moving of an employee from one area to another area into the same position as a result of a consolidation, or office closure. The distance required to qualify for this move must exceed fifty (50) miles.

Eligible relocation expenses shall include the following:

- a. The Company will reimburse the employee up to \$2,000.00 for the costs of moving the employee's household goods from their principle residence to their new residence, temporary living and temporary storage at the new location.
- b. The employee will also receive \$500.00 to cover incidental expenses.
- c. If the spouse of a transferring employee is also a **Embarq/UNC** employee, the spouse will not be eligible for reimbursement of relocation expenses. R
- d. All of these relocation expenses must be completed within one year of the actual move.

LETTER OF AGREEMENT #2

Effective January 1, 2005, part-time employees covered under this Agreement will receive pro-rated PTO hours, holidays, based on their annual competitive seniority date. Part-time employees will be granted a wage increase according to the normal schedule on an annual basis. Part-time employees will be eligible to participate in the pension and savings plans as defined within the Plan document. Competitive seniority for layoff, PTO, tour selection, and job bidding will be established annually based on actual hours worked.

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