

Quality Service for the Customer

Agreement between

International Brotherhood of Electrical Workers  
Locals 392, 688 and 1996



And

United Telephone Company of Ohio



For

LAN/Information Systems Business

“DOES IT SERVE THE CUSTOMER?”

December 1, 2006

## AGREEMENT

THIS AGREEMENT entered into this first day of December, 2006, between the United Telephone Company of Ohio, hereinafter called the "Company", and LOCAL UNIONS 392, 688 and 1996 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO-CLC), hereinafter called the "Union", Witnesseth:

The key to this working Agreement succeeding is full communication. The society this Customer/Labor/Management Agreement covers is one that functions properly only when full information is shared and hidden agendas are completely avoided. While employees are empowered to do quality work and to make those decisions needed to assure quality work, it is further recognized that employees will act responsibly and with virtue, that is, they are people of quality, trust, and who give quality performance. For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency that will benefit the customer, employees, general public, Company and the Union, the parties mutually agree to the following:

### ARTICLE I EFFECTIVE DATE - NOTICE AMENDMENT

#### SECTION 1.1

This Agreement shall take effect as of December 1, 2006 and shall remain in effect until July 31, 2007. This Agreement shall continue in effect unless changed or terminated.

#### SECTION 1.2

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.

#### SECTION 1.3

Either party desiring to change or terminate this Agreement shall notify the other in writing sixty (60) days prior to July 31, 2007. When notice is given for changes, the nature of the changes desired shall be specified in this notice. One written notice may be given on behalf of all the locals.

## ARTICLE II RECOGNITION

### SECTION 2.1

The Company hereby recognizes the Union as the exclusive bargaining representative for all bargaining unit employees designated in Article XII within the Company's operations within the state of Ohio with respect to wages, hours, and working conditions.

### SECTION 2.2

This Agreement covers the state of Ohio where LAN/Information Systems business is available.

### SECTION 2.3

This Agreement also covers any territories outside the borders of Ohio where LAN/Information System business is available and the service area is not covered by another authorized party of a United Telephone Company.

For edge-out purposes this Agreement covers all territories of the state of Ohio that are not covered by a bargaining unit that has a contractual arrangement with United Telephone Company of Ohio as related to telephony.

### SECTION 2.4

This Agreement covers all territories of the state of Ohio for the communications industry edgeout, i.e., where an employee of United of Ohio is located in a service area outside a Union franchised area, such employee will be covered by this Agreement.

When a non-represented customer location(s) requires a full-time Voice and/or Video Conferencing Technician, Edge-Out Technician, such technician will be covered by this Agreement and its inclusive Letter(s) of Agreement. In areas served by a full-time Edge-Out Voice and/or Video Conferencing Technician back-up assistance will be provided by qualified IBEW MASB members where feasible and operational needs allow. Where there is no full-time technician, the Company may use technicians of their choice in non-represented areas.

### SECTION 2.5

The term "employee(s)" 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.

## SECTION 2.6

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

## SECTION 2.7

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.

## SECTION 2.8

There shall be no discrimination, including sexual harassment, either by the Company or the Union against any employee or applicant for employment or member of the public, in any manner relating to employment because of race, color, religion, creed, national origin, sex, age, marital status, or handicap; and the parties will abide by the Americans with Disability Act.

## 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 designated 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

A bargaining unit employee reporting within the service area of Local 392, 688, or 1996, will belong to that respective local. Should an employee report outside the service areas of the designated locals, they will have a choice of membership in one of the three designated locals.

In the event of a transfer, the employee will retain membership in the original local.

### SECTION 3.3

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 on 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 of the designated Union, 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, designated as to each individual the amount deducted.

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

### SECTION 3.4

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 3.5

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 UNION BUSINESS

### SECTION 4.1

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

### SECTION 4.2

Authorized Union representatives shall be granted necessary and reasonable time off, with pay, for joint conferences with the Company in connection with problem resolution and administration of this Agreement.

### SECTION 4.3

Union officers and representatives are permitted to leave work for the purpose of conducting Union business providing it does not seriously interfere with operations. Such excused time shall be without pay.

### SECTION 4.4

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

### SECTION 4.5

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

### SECTION 4.6

The Union Contract Negotiating Committee will consist of the three I.B.E.W. local presidents and one Edgeout and one LAN/Information Systems Technician unless the local President is an Edgeout or LAN/Information Systems Technician. The location of the re-openers will be rotated between the Mansfield, Warren and Greenville areas and will be held in a union or EMBARQ facility. Costs for overnight stay for the union will be absorbed by the union.

### SECTION 4.7

Each employee covered by this Agreement will be provided access to an electronic bulletin board device. The Union will have access to the device to communicate Union business.

## ARTICLE V MANAGEMENT RIGHTS

### SECTION 5.1

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 5.2

The rights of the Company to establish, determine, maintain, and enforce standards of service within the terms and conditions of this Agreement are 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. A regular employee who becomes physically incapable of meeting established work standards may be transferred to work they are physically capable of performing provided such transfer is practical. Such transfer may or may not constitute a promotion.

## SECTION 5.3

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, other bargaining units, EMBARQ personnel or enter into any contractual arrangement for the construction, installation or maintenance of the 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.

It is understood that the Company may utilize individuals other than IBEW members to perform work functions within the jurisdiction of the IBEW LAN agreement in an effort to efficiently run the business, better serve the customer, grow the business and protect our collective future. The Company will continue to determine future staffing requirements, however, will maintain eight (8) IBEW positions under this Agreement. The maintaining of these positions is only applicable if the Company is using individuals other than IBEW members within the jurisdiction of the LAN Agreement.

## SECTION 5.4

In case of an emergency or where because of circumstances beyond the Company's control a bargaining unit employee is not available, work or assistance by supervisory personnel may be performed where necessary to restore and/or maintain normal operations. 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.

ARTICLE VI  
GRIEVANCE/ARBITRATION PROCEDURE

SECTION 6.1 GRIEVANCE PROCEDURE

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. The time limitations for the grievance procedure provided for herein may be extended by mutual agreement of the Company and the Union. The time limits in all steps following exclude Holidays, Saturdays, Sundays, and days off. Such grievances shall be processed in the following manner:

The concerned employee, through his Union President, shall present this grievance in writing on a form mutually agreed upon and furnished by the Company. The statement of the grievance shall set forth the facts involved, approximate time of the occurrence and/or when the employee first had knowledge of the occurrence, relief requested, and shall be signed and dated by the employee. Grievances shall be presented to the employee's Union President within seven (7) working days after the employee has knowledge of the event. The Union will forward a copy of the grievance to the general office labor relations department.

Step 1: Within five (5) working days, the Union President representing the concerned employee will discuss the matter with the employee (if this has not already happened) and if not satisfied will also discuss this matter with the other two local Presidents to assure consistent application of actions within the bargaining unit statewide. As a result of the discussion among the three (3) local Presidents (if the matter cannot yet internal to the Union be satisfied) the Presidents will decide if the matter is of a nature that it can best be solved by referring it to a joint labor/management committee. The labor/management committee will consist of two (2) representatives from each side.

The labor/management committee will have up to ten (10) working days to meet on the grievance. If they arrive at a solution, the solution will be reduced to writing and delivered to the grieving employee with a copy to the general office employee relations section, within five (5) working days after the deciding committee met. Decisions by these committees can in no way alter this labor/management agreement, and if they are to affect management guidelines such as to negate or change them, then the matter must be referred to the next step for concurrence.

Step 2: If the grievance is not solved through Step 1 (or the solution needs concurrence by either labor or management) it will be advanced to the effected Union President within five (5) working days of the Step 1 decision or stalemate to Step 2. Step 2 will consist of a meeting among the affected President, the applicable member(s) of management, and the General Manager of Labor (or appointed designee), which meeting is to take place within two (2) work weeks of when the

grievance advancement notification was received. The results of this meeting will be reduced, by the Company, to writing within ten (10) working days. A solution by this group will be final and binding should the grievance be solved. If the grievance is not solved, the Union shall have forty-five (45) days to forward the grievance to arbitration.

Herein, should the grievance not proceed in a timely manner and the grieving employee or the Union is the cause, the grievance is barred from further proceedings. If the Company representatives do not respond in a timely manner, the grievance advances to the next higher step.

Attendance by Union members at grievance meetings held during standard (normal scheduled eight hour day) working hours will be paid at their basic rate of pay, noting however, that no more than three (3) Union employees shall so be paid. Also, the Union may call up to three (3) witnesses in either grievance step and they too will be paid accordingly. Witnesses called by the Company will also be paid accordingly.

After an employee has placed 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 the grievance, the Company will not endeavor to adjust such grievance with such employee without consent of the Union.

Nothing in this Agreement shall restrict the Company from questioning employees to ascertain information pertinent to the grievance. A Union representative must be present if the employee so requests.

Any grievance relating to discharge, suspension, or discipline must be filed by the effected Union President (or, as is true in every case, his delegated representative) by the close of the fifth working day following the day of which notice of such discipline was given to the Union. Discharge or suspension grievances will be processed beginning at Step 2 and a hearing will be held within one (1) working week by the parties. The General Manager of Labor (or his appointed designee) will render a decision within five (5) working days after the hearing. Other discipline will be handled by the Labor/Management Committee within Step 1 time frames.

Any reimbursement under the provisions of this Article for regularly scheduled work time lost shall not include meeting time called by the Union for its committee outside of the immediately scheduled joint session except for the peer committee meeting.

The time frames at any point within the grievance procedure may be extended by mutual agreement. Wherein the grievance is such that it is best resolved in contract negotiations, and both the Union and management so agree, that issue may be so jointly directed. Should the matter not be solved by agreement of the parties during the negotiations, the grievant or the Union may re-issue the grievance within two weeks of the close of negotiations to the second step of the grievance procedure.

## SECTION 6.2 ARBITRATION PROCEDURE

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

Whenever a grievance is to be submitted to arbitration, written notice will be served to the other party by the requesting party, and a request for a panel of arbitrators made within forty-five (45) days after receipt of the last written answer as provided in Step 2 of the grievance procedure. The time may be extended by mutual consent of the Company and the Union. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in the grievance procedure, including disciplinary actions. The arbitrator shall have no authority to add to, subtract from, 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.

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.

The fees and expenses of the arbitrator, including the cost of the transcript of the record, should it be mutually requested, shall be shared equally between the Company and the Union. Each party will pay its costs 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 or representing the Union. Such absent time will not be considered time worked within the basic work week.

The arbitrator shall have 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 VII NO STRIKE / NO LOCKOUT

### SECTION 7.1

It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Company against any bargaining unit employee, for such an employee to refuse to cross any lawful or threatening picket line, whether at the premises of the Company or at the property of a customer.

## SECTION 7.2

It is understood between the parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company. The Union agrees that it will not authorize or promote any strike, slowdown, picketing or other interference with the normal operations of the business; to include employee participation in a sympathy strike in conjunction with personnel outside of the bargaining unit. The Company agrees that it will not lock out its employees during the term of this Agreement. 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 Section shall be subject to disciplinary action, including discharge.

## ARTICLE VIII DISCIPLINARY PROCESS

### SECTION 8.1

Violation of rules and regulations may be subject to discipline. Discipline may include demotions, reprimands, suspensions or discharge, depending upon the severity of the violation; however, discipline will not be invoked without just cause. A Union representative will be present for any of the above types of disciplinary action if the employee so requests it.

### SECTION 8.2

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

### SECTION 8.3

The General Manager or appropriate Department Head will notify the Union of each instance of disciplinary action at the time such action is taken. Such notice shall be in writing and shall state the reason for the action involved, the disciplinary penalty imposed, the circumstances leading to the action and the time and place of the occurrence, and shall be sent to the Union President with a copy to the affected employee. Such notice may be presented in person or may be sent by mail, but in no instance shall the giving of the notice be later than the close of the applicable shift on the following day after the disciplinary action has occurred for the employee and his representative and no later than three (3) supervisory working days to the Union President. This section shall function coincidental with the grievance procedure and shall not function so as to limit or void the grievance procedure in any manner.

#### SECTION 8.4

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

#### SECTION 8.5

The Company shall make it known in writing to the employee and their Union representative within forty-eight (48) hours from full knowledge (excluding Saturdays, Sundays, and Holidays) of any violation which would result in written disciplinary action, which discipline must be given within seven (7) of the employee's working days after such notice.

Oral discipline must be given within seven (7) of the employee's working days from full knowledge of any violation.

#### SECTION 8.6

All disciplinary notices will become void after two (2) years removing the employee from active discipline. Written Warning and Final Written Warning corrective action letters will remain in the employee's HR file indefinitely.

#### SECTION 8.7

A supervisor has the right to discuss information or performance, train or otherwise counsel with one or more employee(s) without the attendance of the steward or Union official so long as the conversation does not include discipline or the threat of discipline.

### ARTICLE IX - SENIORITY

#### SECTION 9.1 COMPANY SENIORITY

Company 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 Corporation or with a predecessor company of either where the acquisition understanding included such consideration.

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 calendar days of continuous service with the Company. At the expiration of such probationary period, new employees shall become regular employees and their Company seniority shall date from their last date of hire. Company 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.

Company 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 Company seniority.

If an opening occurs in the same location and classification, the temporary employee with the longest term of continuous service may have an opportunity to fill the opening.

An employee's Company seniority shall be determined by the date and hour that the employee first performs work for remuneration for the Company. When two or more employees start work on the same date and hour, the lower employee Social Security number within the last four digits will designate that employee having the greater seniority.

## SECTION 9.2 ACCRUAL OF SENIORITY

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

- (a) Approved Leaves of Absence of thirty days or less.
- (b) Absences or leaves by Union representatives during periods of negotiations with the Company or in processing of grievances.
- (c) Absences or leaves by reason of illness or injury during the period for which industrial compensation or sick leave disability payments are made to the employee 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 or 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 9.3 TERMINATION OF SENIORITY

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

- (a) Voluntary resignation.
- (b) Retirement.
- (c) Continuous lay-off for twelve 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 consecutive working days without notifying the immediate supervisor or the Human Resources department except where failure to do so is beyond the employee's control.
- (f) Failure to return to work within two 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) Permanent disability prohibiting further employment of any gainful nature with the Company. When the employee becomes re-employable with the Company, the employee's seniority shall be restored as of the time it was terminated.
- (h) An employee who becomes disqualified for bonding.

### SECTION 9.4 UNION SENIORITY

Employees who enter the bargaining unit from jobs with the Company not covered by this Agreement, from employment with another company of the EMBARQ Corporation, or re-hired employees shall be considered as newly hired employees for seniority purposes within the bargaining unit and shall accrue seniority within the bargaining unit from the date of entrance therein. Employees who transfer from one agreement with United Telephone to another agreement with the Company shall retain their seniority within the Local Union. This section applies only to contracts held by the Local Union with United Telephone. This section shall not be construed as to permit the bridging of previous accredited service within the Local Union in the case of a re-hired employee, nor shall an employee continuously employed by the Company but transferred out of the Local Union be permitted to retain any seniority within the Local Union upon return thereto. This section will not act to affect an employee's Company seniority for benefits based upon longevity such as, but not limited to, wages, length of vacations and pensions.

### SECTION 9.5 CLASSIFICATION SENIORITY

Classification seniority of an employee shall be computed from the date such employee enters the classification, whether such entry is from another classification within this Agreement, by hire, from a job within the Company not covered by this Agreement, from employment with another company of the EMBARQ Corporation or from a company to be merged.

Classification seniority entitles employees to such benefits as are based on choice by seniority, such as selection of tours, selection of vacation period, and promotions when other qualifications are equal.

## ARTICLE X FORCE ADJUSTMENT

### SECTION 10.1

Notices of all job vacancies, when and where determined by the company to exist, will be posted in a manner determined by the company. Selection of the employee to be awarded a job shall be determined by the Company from bidders who qualify by testing, work experience, training, employment and dependability. Where two or more applicants have equal qualifications Company seniority shall prevail. If no bids are received or none of the applicants are qualified, the Company may fill the job by hiring.

### SECTION 10.2

All jobs awarded in accordance with the job posting and bidding procedure shall be awarded within thirty days of the job bid closing date, and the employee shall be placed in the job so awarded within thirty days of the award date.

### SECTION 10.3

An employee within the bargaining unit, or a new hire, 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 months, in the judgment of the Company, still fail to satisfactorily perform the requirements of the job, (or the employee does not want to remain in this position) the employee may be returned to the job from which that employee came, and those who followed set back to the extent necessary. This could result in a new hire being terminated.

### SECTION 10.4

Any employee covered by this agreement will be allowed to bid on a posted job opening in another agreement between his local and EMBARQ consistent with the following terms:

1. The employee must have been covered by this agreement for a minimum for two (2) years.
2. No more than 10% of the workforce may bid out, by data classification seniority, in a twelve- (12) month period.

The above may be modified by mutual agreement of the affected Union Local and the Company's Manager Employee Relations.

#### SECTION 10.5

When work is light in one location but available in another location temporary or permanent transfers may occur.

If a temporary transfer is called for, i.e., there is a need for work to be done for a shorter period of time than six months, then the work will be performed consistent with the statewide availability basis. This can be expanded by mutual agreement of the parties.

#### SECTION 10.6

When a surplus occurs within a classification/level and a shortage exists in another service area in that classification/level, an opportunity for voluntary transfer may be offered by classification seniority within that classification before consideration of a layoff would apply. This transfer would be a permanent change in their service area.

#### SECTION 10.7

When an employee is transferred to a new work location to satisfy a customer need, the Company will pay the cost, up to \$2,500, of moving the employee's household goods from their principle residence to their new residence, and up to thirty (30) days of temporary storage fees that may be required to complete the move.

The Company will pay normal costs associated with the selling of the employee's old home and normal and customary closing costs which, by local custom, are paid by the buyer as a home purchase expense.

These reimbursements apply only to the employee's principal residence.

The employee will also receive \$500.00 to cover incidental expenses such as hook-ups and actual personal moving costs.

If an employee chooses to return to their previous job in accordance with Section 10.3, the employee will reimburse the Company for the original move and is responsible for their own move back.

## SECTION 10.8

An employee unable to move will be offered:

- (a) A bump opportunity to a lower level for which they are qualified within their local.
- (b) A bump up may be allowed where the employee had previously done the job and/or can prove within ten working days they can do the job.
- (c) A vacancy for which they are qualified.
- (d) Layoff.

## SECTION 10.9

In the event a layoff is determined to be an operational necessity by the Company then occasional, temporary, probationary and regular part-time employees shall be laid off in the order herein enumerated before any regular full-time are laid off. The Company:

- (a) Agrees to notify the Union of such impending layoff at least two calendar weeks prior to the effective date of such layoff. When the Company advises of a layoff sufficiently in advance of the layoff, the employee affected will have their reassignment identified immediately, including the opportunity to return to the classification previously held in their local.
- (b) Agrees that employees shall be laid off in inverse order of classification seniority within the region.

## SECTION 10.10

Employees who are laid off for a permanent or an indefinite period shall receive a separation allowance in accordance with the following schedule: One week of separation pay for each complete year of service with a maximum of 15 weeks.

For the purpose of computing separation allowance, a major fraction of the year shall be considered a full year.

Separation allowance shall be computed on the basis of the employee's base rate paid for the payroll period preceding the date of separation.

## SECTION 10.11

An employee shall be recalled in seniority order to the job or jobs for which qualified to perform as shown by the employee's employment record, application form, experience record, training records, or other job verification records as may be shown in the employee's personnel folder.

An employee must be recalled to no more than the highest job or job classification held prior to the reduction in force.

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.

An employee may decline, upon recall, any and all recalls except the job classification held at the time of the reduction in force. Should an employee decline recall to the job held at the time of reduction in force, except for causes of illness or other extenuating circumstances, the employee shall be deemed to have terminated employment with the Company.

An employee shall keep the Company informed of a 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.

An employee having received recall notice must notify the Company of acceptance of recall within one (1) week 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.

An employee upon recall shall receive the current rate of job to which recalled, determined upon the employee's length of service.

The Company will not hire into a classification which has laid-off employees unless such laid-off employees have declined recall.

## SECTION 10.12

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 a 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 credit service (as defined in the EMBARQ Retirement Pension Plan) when added together total at least 75 as of the date of the Company's notice to the Union, may elect, in the 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 so 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 election 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.

Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with Section 10.12 shall begin within one month after such employee has left the service of the Company to continue until forty-eight (48) payments have been made.

For employees who so elect in accordance with Section 10.12, the Company will pay monthly as Employee Income Protection payments, \$8.50 for each year of continuous service plus thirty-five percent (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.

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.

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.

Payments hereunder shall cease upon the employment of a recipient by the company of EMBARQ Corporation.

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.

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

## ARTICLE XI TRAINING

### SECTION 11.1

Employees covered by this Agreement will be required to attend training as needed. Employees required to attend such schools will be given two weeks notice of such. The Company will excuse an employee from such training with a valid reason.

### SECTION 11.2

There is one job level (B-3) to the overall position of LAN/Information Systems Technician. This level is treated as a job classification.

### SECTION 11.3

Management determines the types of training needed based upon customer needs.

A person will be trained according to classification seniority and/or customer requirement basis, and determined by the success they realized in earlier training.

Employees within a level will be virtually equally trained recognizing that the training may be similar but not the same because of customer need and the amount of time it takes to get a newer person in a level up to requirements. Also, it is recognized that an employee specifically servicing a customer may need special training to satisfy that customer.

### SECTION 11.4

Once an employee enters into the LAN/Information Systems Technician classification, he/she will be sent to technical training schools where testing will occur at the completion of training to certify an acceptable level of course knowledge.

There will also be opportunities for LAN/Information Systems Technicians to "test out" of required technical training courses. The test will be that normally required by the technical school, if available.

## SECTION 11.5

An employee anticipating resigning from the Company should not accept training assignments. To do so can be very expensive for the employee.

Effective with the date of acceptance of a training assignment, any costs exceeding \$5,000.00 related to the training accepted will apply for potential reimbursement should the employee leave the Company before one (1) year after the training is completed. Consistent with the applicable training program, employees will be required to complete an agreement indicating that if they voluntarily terminate employment (except under EIPP) within one (1) year of completion of the training, they will reimburse the Company for the cost of the training including: cost of the training course, and cost of travel and lodging if applicable. Payment will be pro-rated as follows:

Termination before completion of the training, repayment will be 100% of costs incurred by the Company.

Termination After Completion	Percent of Repayment
2 months or less	100%
within 3 months	90%
within 4 months	80%
within 5 months	70%
within 6 months	60%
within 7 months	50%
within 8 months	40%
within 9 months	30%
within 10 months	20%
within 11 months	10%
within 12 months	10%
after 12 months after date of completion	0%

The repayment can be made by the employee before termination, from the final paycheck, or a combination of the two.

An employee terminated for cause will also be required to repay the cost of the training course(s) at the voluntary termination schedule (not to exceed his/her final paycheck). This amount will be deducted from the final paycheck.

ARTICLE XII  
GENERAL WORKING CONDITIONS

SECTION 12.1 WORKDAY/WORK WEEK

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 workweek shall be on a calendar week basis, Sunday through Saturday which may be on any calendar day of the week as designated by the Company. The Company will make every reasonable effort to schedule regular workdays consecutively.

Each workday includes a non-compensable 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.

Employees may take a rest period in each half of their tour provided it does not materially interfere with their normal assigned duties. 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 purpose except when incidental to the route of travel.

SECTION 12.2 OVERTIME PAYMENT

Overtime payment will be paid at the rate of 1 1/2 x for hours worked over eight (8) hours in a day or forty (40) hours in a week.

SECTION 12.3 OVERTIME DISTRIBUTION

Problems arising with overtime distribution will be referred to the Labor/Management Review Committee.

SECTION 12.4 HOME GARAGING

Employees will be at the first assignment at the scheduled starting time of the tour and at the last assignment at the scheduled ending time of the tour, unless overtime is required, then, the paid time ceases when the job is completed at the work site. If the first assignment is beyond thirty-five (35) miles from the employee's home, the employee will leave home forty-five (45) minutes before the beginning of the tour. If the last assignment is beyond thirty-five (35) miles from the employee's home, the employee will deduct forty-five (45) minutes travel time from the total travel time. Service areas are thirty-five (35) miles in radius. The Company determines and identifies a service area center point. An employee must live within a service area unless by mutual agreement of the employee and manager to be otherwise, i.e. customer can still be well serviced within the exception. (Any problem arising from this mutual agreement will be determined by referring to the peer review committee with customer service being the prime consideration.). If the customer configuration changes such that the service area must be re-designed because we cannot provide

service to the customer, the employee will have to be relocated by the Company or a change in technicians will have to occur.

Travel outside the forty-five (45) minutes will be paid time to the employee.

No non-Company passengers will be allowed in vehicles. Employees will not use the Company vehicle for personal activities. No alcohol or drugs will be allowed in Company vehicle.

Accidents incurred (personal and vehicle) while en-route to and from work are covered by the Company.

Company vehicles during off hours should be parked on employee's personal property; however, we will allow street parking where zoning permits. Liability of secured vehicle will be the Company's responsibility, i.e., vandalism, theft, and Act of God.

Location of vehicle during employee vacation and vehicle maintenance (routine and repair) will be at the discretion of local management.

#### SECTION 12.5 CALL-OUT

Call-out time shall be paid with a minimum payment of two (2) hours at the rate of time and one-half from portal to portal. This section does not apply to overtime that is contiguous within one (1) hour of the employee's regular scheduled starting time. Call-outs on Holidays will be paid at double time.

An employee shall respond promptly to an emergency or service call. Call-out is by customer need first and secondly by rotational call-out by Region.

#### SECTION 12.6 STANDBY

Standby will be on a regional basis in the event that it is necessary to meet the customer's demands.

Standby will be for seven consecutive days beginning on Monday 8:00 a.m. to the next Monday 8:00 a.m. \$145 will be paid for the full week.

An employee may have another employee cover his/her shift, providing that such employee is in the same rotation schedule, and the employee notifies the Alarm Center of the change.

The employee on standby will notify the Alarm Center of his/her location and be available for duty within a reasonable period of time. Pagers or radios may be assigned to standby employees where available, but does not relieve the employee of the responsibility to keep the Alarm Center updated on his/her location. The employee called back to duty from standby will make a reasonable attempt to restore service without referring the trouble back to the Alarm Center for dispatching to another

classification. The employee is required to notify the Alarm Center of the status of the call-out for any additional follow-up required before returning to standby.

#### SECTION 12.7 TRAVEL EXPENSES

If an employee must drive his private vehicle, he will be reimbursed at the same rate as the Company's non-union non-exempt employees, providing the vehicle is covered by \$100,000/\$300,000 liability insurance coverage. An employee will not use his private vehicle for Company business if his Company vehicle is available. Effective 09/18/98, employees will use a corporate credit card with a cash advance feature to pay for travel expenses including air fees, lodging, meals, parking, tolls and ground transportation.

When an employee has to report to a customer that is located more than one (1) hour away from his home, he may decide to stay overnight. Expenses for economy/middle cost motels will be reimbursed by the Company upon presentation of proper receipts. On these occasions, meals will be reimbursed at a flat rate of \$35.00 per day, when overnight and all three meals are affected. When an employee must stay overnight in a high cost area such as Chicago, Dallas, Cleveland, a per diem may be increased to a maximum of \$40.00 with supervisory approval.

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 thirty (30) minute non-paid meal break. Company vehicle may be used.

#### SECTION 12.8 SAFETY

The Company and the Union recognize the importance of maintaining high standards of safety and health in order to prevent industrial injury or sickness. Employees will be expected to abide by the safety rules of the Company and to wear protective clothing and devices where furnished or required. The Company shall furnish such safety appliances and equipment as it deems necessary for the safe performance of work. Such safety equipment will be used when furnished by the Company in compliance with the instructions and procedures as set forth in the Company's Safety Policy or as directed by management.

#### SECTION 12.9 UNIFORMS

The Company will furnish uniforms and wet weather gear, when appropriate, for those employees whom the Company designates shall wear them. Employees who are furnished uniforms shall be responsible for the proper use and care, including cleaning. The Company will specify the quantity and type of uniform to be worn in connection with each job, within each classification designated. Employees will not be furnished uniforms until they become regular employees at the completion of their probationary period.

## SECTION 12.9A TOOLS

The Company will furnish all tools, including work gloves, 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 provided they are returned to the Company. Tools which are lost or stolen shall be replaced at the employee's 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.

The Company will reimburse \$55.00 annually to employees required to wear ANSI standard safety footwear. To be eligible for this reimbursement, the employee must submit this allowance with the receipt for the purchase of such footwear on the standard expense form.

## ARTICLE XIII CLASSES / WAGES

### SECTION 13.1 LEVELS OF LAN/INFORMATION SYSTEMS TECHNICIAN

LAN/Information Systems Technician B-3  
(Y92 – TE135, W98 – TE145, X98 – UN327, Y98 – TE147)

	<u><b>12/1/06</b></u>
8 months	\$25.25
Less than 100% qualified	\$25.75
100% qualified	\$26.32

Definition of "fully qualified": The employee can perform all functions required by the customers in the employee's service area at the time the employee receives the job award. The employee need not be able to perform all the duties on the job task list. This will not serve to limit employees of training opportunities.

If formal training does not occur within twenty-four months, the person will advance to the next pay step within their current job classification.

### SECTION 13.2 LEVELS OF EDGEOUT CLASSIFICATIONS

Edgeout Technician (A-1)  
(W95 – UN196)

	<u><b>12/1/06</b></u>
Start	\$24.62
After 90 days	\$25.37

### SECTION 13.3 TEMPORARY ASSIGNMENTS

An employee temporarily assigned to another job within the confines of this Agreement shall be paid at the rate of the employee's regular job or the rate of the job to which the employee has been assigned, whichever is higher based on their Company seniority.

### SECTION 13.4 IN-CHARGE

Based upon the nature of the work being performed, the Company may appoint qualified employees to act temporarily in an in-charge capacity, subject to the understanding that an employee desiring not to accept such appointment shall not be deprived of future opportunities for advancement. In each case, the employee placed in-charge shall be an employee who is properly qualified to assume the responsibility, full consideration having been given to the seniority of the employees in the group. Employees placed in-charge will be paid \$0.75 per hour.

### SECTION 13.5

It needs to be understood that training opportunities and requirements are in flux. The above designations are the best of what is known at the time of negotiations. Changes to the above in relation to adds or subtracts as relates to training will be subject of meetings by the on-going bargaining committee. Other major changes that may affect wages will be subject also of the on-going bargaining committee.

There is no automatic movement from one level to another. Promotion to a higher level is dependent upon openings occurring in a higher level, which is dependent upon customer requirements for higher level services.

### SECTION 13.6

Biweekly pay method will be direct deposit and pay stubs will be mailed to employees' mailing address as indicated on company records.

## ARTICLE XIV BENEFITS

### SECTION 14.1 TELEPHONE CONCESSION

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.

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.

#### SECTION 14.2 BEREAVEMENT PAY

Regular employees shall be granted a leave of absence to attend a relative's funeral with pay at the employee's basic rate plus any normal differentials on the following basis:

- (a) Five (5) working days for an employee's immediate family. "Immediate family" is interpreted to mean husband, wife, parents, stepparents, children, stepchildren, sister, brother, stepsister, stepbrother, and grandchild.
- (b) Three (3) 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 and nephew.
- (c) Proof of death of the relative and attendance at the funeral may be required (where 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 such leave of absence without pay.

#### SECTION 14.3 JURY DUTY

Regular employees shall be granted time off to serve Jury Duty or to appear as a witness in court when summoned (excluding such appearance as a defendant) and for that period of time so serving. The employee shall be paid an amount equal to their normal and usual employment pay, computed on the basis of a forty (40) hour week at their regular basic rate plus any normal and usual premium or differentials in effect for the last payroll period preceding the start of such period of court service. An employee shall request from the appropriate public official a written statement showing the court service dates by the employee and present such statement to the Company.

Probationary employees shall be granted time off without pay.

## SECTION 14.4 HOLIDAYS

The Company shall recognize eleven (14) paid holidays as follows:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Eight (8) Personal Holidays	

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.

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 double time for each hour worked.

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.

A Personal Holiday may be taken on any day during the calendar year, except on another holiday. Personal Holidays may be granted in 1/2-day increments at the employees' request. Personal Holiday choice will be requested at least seven- (7) calendar days in advance, with the understanding that personal situations may arise which would prevent this required notification interval. In which case, the Company will make every effort to grant the Personal Holiday request. A Personal Holiday may be used to supplement vacation.

Employees receiving wage payments from the sickness and accident or the Worker's Compensation provisions of this Agreement, on a Holiday, will not be eligible for Holiday pay. Scheduled Personal Holiday days may be rescheduled to a mutually agreeable time provided the rescheduling is in the current calendar year.

Personal holidays are accrued by working one day in the calendar year and, therefore, are not subject to carryover for any reason. An employee who leaves the service of the company for any reason will not be paid for unused personal days.

SECTION 14.5 VACATIONS

Regular employees shall be granted annual vacations with pay based upon their cumulative length of continuous service as follows:

<u>LENGTH OF SERVICE</u>	<u>LENGTH OF VACATION</u>
One (1) year but less than two (2) years	1 week
Two (2) years but less than eight (8) years	2 weeks
Eight (8) years but less than fifteen (15) years	3 weeks
Fifteen (15) years but less than twenty-five (25) years	4 weeks
Twenty-five (25) years or more	5 weeks

The vacation year which shall be used in computing the amount of vacation time and pay shall be from January 1 through December 31 of each year in which the Agreement continues in effect, except that the anniversary year of an employee's continuous service with the Company shall be used to determine the initial eligibility under this Article. If an employee's anniversary date falls between November 15 and December 31, the employee shall become eligible for vacation time off as of November 1 and shall schedule vacation between then and December 31 except as may be provided for elsewhere in this Article.

Vacation pay for regular full-time employees shall be computed on the basis of a forty (40) hour week at their basic wage rate in effect for the last payroll period preceding the start of their vacation. Vacation pay for regular part-time employees shall be computed on the basis of hours worked in relation to 2080 hours per year up to the maximum vacation pay and shall be paid at their basic wage rate for the last payroll period preceding the start of their vacation. Pro-rata vacation pay for all employees shall be computed on the basis of regular hours worked in relation to 2080 hours at their basic wage rate in effect for the last payroll period preceding the start of their vacation. All paid time is included as time worked (covers all leaves of absence and lay-offs except union time).

Vacations may be taken during the period from December 31 through December 31. The Company may reschedule an employee's vacation period for operational reasons, or if the employee is unable to take his or her vacation because of absence caused by an industrial injury, provided that the vacation shall be rescheduled at a mutually satisfactory alternate period during the current vacation year or during the following vacation year if the vacation would otherwise be lost. Company seniority shall govern in the choice of available vacation periods as determined by operational needs, provided that the employees involved have notified the Company of their vacation dates prior to December 15 each year. Thereafter, vacations may be selected from those periods still available, by employees on a "first come, first serve" basis without regard to seniority. Vacation time that becomes available during the current vacation year, for whatever reason, if posted will be awarded by Company seniority. The posting will be for ten (10) calendar days after which if the open time has not been filled, the Company may fill or not fill the open vacation time as it sees fit.

Vacations may not be accumulated from year to year, nor may a vacation be postponed from one year to another, except as provided for in this Article and except that one (1) week or any part thereof, of any vacation may be carried over to the following calendar year provided such carried over vacation is scheduled and taken prior to June 1. Carried over vacation must be scheduled after the regular vacation schedule for the following year. Employees may not receive vacation pay in lieu of vacation time off.

Vacation time off shall be on the basis of full calendar week or weeks except that two (2) weeks of any vacation may be taken a day or days at a time with prior knowledge and approval of the employee's immediate supervisor. If a holiday falls within an employee's vacation, the employee shall take an additional day with vacation pay in lieu of the holiday either at the beginning or at the end of the vacation period, at the option of the employee as long as the employee selects the day during vacation selection time, otherwise the supervisor must approve which of the two (2) days will be taken. This extra day will be treated as a holiday for the purpose of overtime computation.

An employee who resigns or is discharged for just cause shall receive vacation pay for which the employee is eligible, but said vacation pay shall not include any accrued vacation pay for the current vacation year. Payment, if any, shall be made at the time the employee receives the final paycheck. In the event that the said employee is reinstated within the same vacation year, the employee shall not be entitled to any additional vacation pay for that vacation year. In the event of the death of any employee, the earned vacation shall be paid to the surviving spouse or the estate.

#### SECTION 14.6 SICKNESS AND ACCIDENT BENEFITS

1. All regular full-time employees continuously employed by the Company for twelve (12) months or more shall be entitled to and receive their basic rate of pay, not to exceed forty (40) hours per week, for time such employees are unable to work by reason of illness or injury. For the purpose of this benefit, illness or injury shall include any illness or injury other than those arising out of or in the course of employment for remuneration or profit.
2. Proof of sickness or disability may be required of all employees receiving benefits under this program. Short Term Disability paperwork must be submitted within fifteen (15) days of the first day of absence. Sickness disability hereunder must be certified as rendering the employee unable or unfit to perform their regular duties by an accredited physician or chiropractor (for bone manipulation) who will provide medical evidence.
3. If the period of disability continues for a period in excess of one (1) month, a new certification by the physician shall be required every thirty (30) days until released by said physician to return to work or the expiration of this benefit.
4. Any sickness or disability occurring after an employee has been engaged in the performance of duty for 182 days shall be considered as a new sickness or disability. Successive disabilities due to the same cause that are separated by 30

calendar days or less of active full-time employment will be considered one disability.

5. Pregnancy shall be treated as an illness.
6. Benefits shall begin after a five (5) day waiting period for absences from regular scheduled duty for reason of sickness disability. Short Term Disability benefits for eligible employees will begin on the sixth (6<sup>th</sup>) day of consecutive absence. For all absences not covered under Short Term Disability, the employee must use all available vacation and/or personal holiday hours before hours can be taken unpaid, except in situations where FMLA-covered absences will exceed five consecutive days. In that case, the employee will have the opportunity to elect whether to take vacation and/or personal hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. Management will make every effort to allow employees to take previously scheduled vacation time, if requested, as non-paid time if all other vacation and/or personal time is exhausted, operational needs permitting.
7. Schedule of benefits (maximum amount payable in any calendar year or for any one (1) ailment):

1 to 2 years	1 week full pay, 12 weeks at 60%
2 to 5 years	3 weeks full pay, 15 weeks at 60%
5 to 10 years	13 weeks full pay, 13 weeks at 60%
10 to 15 years	20 weeks full pay, 6 weeks at 60%
15 years or more	26 weeks full pay

Basic LTD benefits apply at 50% basic wage after 26 weeks of consecutive absence from work and after exhaustion of short term disability benefits for those employees eligible. The preceding benefit schedule shall include payments from the United System Employee Retirement Plan, Social Security or any other Company sponsored income replacement plan. If the employee is absent from work on the day the schedule of benefits would increase, the increase will be postponed until the employee returns to active employment for at least an eight (8) hour day.

#### SECTION 14.7 STD COORDINATION WITH WORKERS' COMPENSATION BENEFITS

Employee STD benefits are coordinated with workers' compensation benefits for wage replacement. Employees receive the maximum payment available under either this plan or the workers' compensation state statute, but not the total sum of both benefits.

Once the employee has met the State waiting period for workers' compensation, the Company's designated Third Party Administrator (TPA) will issue a check for the workers' compensation benefit, which is the TTD or TPD (temporary total disability or temporary partial disability). Once the employee has met the STD

waiting period, they may also start receiving a check from EMBARQ for the difference between the TTD amount, up to a maximum of 85% of their gross weekly salary.

If it is determined that the employees STD benefit of 60% is less than the workers' compensation benefit from the insurance company, their EMBARQ checks will cease and they will only receive a check from the TPA. During this time, FlexCare benefits are maintained and benefit deductions will suspend. Upon return to work, the suspended deductions will automatically be taken out of the employee's first paycheck on a pre-tax basis. If for some reason the employee does not return to work, they will be required to reimburse EMBARQ for the full cost of health care premiums and for co-payments for all other FlexCare benefits paid on the employees behalf while on leave. Special arrangements must be made for payment of savings plan loans or stock payments with the Benefits Department.

Employees have the option of using PTO time prior to Worker's Compensation eligibility. If the employee opts to use available PTO it is not reinstated with the eligibility of Worker's Compensation benefit.

#### SECTION 14.8 LEAVE OF ABSENCE

All leaves of absence are non-paid leaves except for those leaves and time off covered in the military leave provision of this Section. Leaves of absence are without pay or any other economic benefit. Group Life Insurance and Group Hospitalization and Surgical Insurance may be maintained during a leave of absence by remitting to the Company on the first (1st) of each month the amount of premium for such insurance. The group hospital and surgical plan is subject to COBRA laws. Telephone concession will be maintained during the first thirty- (30) days of leave only.

Seniority shall accumulate during authorized leaves of absence in accordance with the seniority provisions of this Agreement.

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.

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.

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.

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.

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.

#### SECTION 14.9 FLEXCARE PLAN

Effective December 1, 2006, 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. 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 benefit dollars the same as those applicable to non-represented employees of the Company.

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 on July 10<sup>th</sup>, 2006, the Company reserves the right to amend or terminate any one of the various 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.

## SECTION 14.10 PENSION AGREEMENT

### PENSION AGREEMENT BETWEEN UNITED TELEPHONE COMPANY OF OHIO AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 392, 688, AND 1996

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.

#### 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 [12/1/06]. 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.

Covered Member shall mean an employee of United Telephone Company of Ohio represented by International Brotherhood of Electrical Workers Locals 392, 688, or 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 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.

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 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 IBEW Local Unions 392, 688 and 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 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 Members' 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 (1) year period ending on 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.

Note: the Retirement Pension Plan Flat Dollar Benefit chart will be referred to as Appendix A

United Telephone of Ohio  
International Brotherhood of Electrical Workers

Pension Plan  
Flat Dollar Benefit Units

Monthly Benefit Per Year of Service  
December 1, 2006 – July 31, 2007

AGES

Job Classification	65-70	64	63	62	61	60	59	58	57	56	55
Edgeout Tech (A-1) W95	54.90	52.20	49.40	46.70	43.90	41.20	38.40	35.70	32.90	30.20	27.50
LAN/Info Systems Tech (B-3) Y92, W98, X98, Y98	57.00	54.20	51.30	48.50	45.60	42.80	39.90	37.10	34.20	31.40	28.50

## SECTION 14.11 SAVINGS PLAN AGREEMENT

### SAVINGS PLAN AGREEMENT BETWEEN UNITED TELEPHONE COMPANY OF OHIO AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 392, 688, & 1996

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 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.

## SAVINGS PLAN AGREEMENT

### 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.

Participation shall 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 Appendix B. 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 \$10.00 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 B. Such amount shall be known as "Supplemental Contributions".

(c) Catch-Up Contributions

Effective [for IBEW 392 and IBEW 1996 on December 1, 2006 and for IBEW 688 on December 1, 2006], 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 Employee Benefits Committee.

### SECTION 3. Company Contributions

(a) The Company shall 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.

SECTION 5. Services

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

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.

Note: the Retirement Savings Plan Maximum Bi-weekly Contribution chart will be referred to as Appendix B.

SECTION 7 Diversification

Effective July 29, 2005, the Retirement Savings Plan will provide diversification options for the Company contribution on the same basis that applies to non-represented employees.

APPENDIX B. SUPER SAVINGS PLAN

Maximum Bi-Weekly Contributions Effective 12-01-2006 to 7-31-2007

<u>Job Classification</u>	<u>Basic Contribution</u>	<u>Supplemental Contribution*</u>
Edgeout Tech A-1	122.00	244.00
LAN/Info Sys. Tech B-3	126.00	252.00

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

ARTICLE XV  
RECOGNITION AND/OR INCENTIVE PROGRAMS

SECTION 15.1

At the sole discretion of the Company, employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, cash payments and may be, at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition programs, however, both parties mutually agree to the above mentioned unilateral Company right.

ARTICLE XVI  
EXECUTION

SECTION 16.1

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

SECTION 16.2

In the event that any provision contained herein is adjudged 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 16.3

It is agreed that if the Employer sells, assigns, leases or otherwise transfers the control, operation or assets of its business to another person, company, or firm within EMBARQ Corporation, the Employer will require such transferee to assume the obligations of this Agreement by specific provision in the agreement of transfer.

SECTION 16.4

Employees will abide by the Company's rules and regulations as currently in effect or as may be modified or adopted hereafter. The Union will be notified in advance of all new rules and regulations to be adopted in the future or any modifications of present rules and regulations.

SECTION 16.5

IN WITNESS WHEREOF, the parties hereto have hereto caused this Agreement to be executed by their fully authorized representatives the day and year first above written. Date agreed to: July 29, 2005.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

UNITED TELEPHONE COMPANY  
OF OHIO

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