

# 2009 - 2012 AGREEMENT

UNITED TELEPHONE COMPANY  
OF KANSAS

AND THE

COMMUNICATIONS WORKERS  
OF AMERICA  
LOCAL 6372

EFFECTIVE: FEBRUARY 1, 2009  
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## **AGREEMENT**

This Agreement entered into on this **1<sup>st</sup> day of February, 2009** between the United Telephone Company of Kansas, its successors and assigns, herein after referred to as the "Company", and the **COMMUNICATIONS WORKERS OF AMERICA**, hereinafter referred to as the "Union". **R**

### **ARTICLE I UNION RECOGNITION**

Pursuant to certification and direction of the National Labor Relations Board the Company recognizes the Union as the sole collective bargaining agent for hours, wages, and other conditions of employment for all non-supervisory employees, except for: management, administrative, professional, general office, guards, janitors, watchmen, officials and confidential employees and supervisors as defined in the National Labor Relations Act, as amended.

### **ARTICLE II COMPANY-UNION RELATIONS**

#### **SECTION 1: MANAGEMENT RIGHTS**

It is agreed that the Company has all the customary rights of management and that managing and directing the business and work force will include all areas not specifically limited by a provision of this Agreement. These rights of the Company will include, but are not limited to: direct and supervise the Company's operations, establish safety rules, hire, decide the number of employees necessary at any given time or place and to assign and distribute overtime.

#### **SECTION 2: SERVICE INTERRUPTION**

- (a) The Company and the Union recognize their responsibility in the interests of the public and the employees to avoid interruptions in telephone service. Accordingly, they will process promptly employee complaints and grievances which are

subject to handling under the grievance procedures for the purpose of avoiding interruption of telephone service to the public and economic loss to employees from work stoppages. The Company agrees that during the term of this Agreement or extension thereof, there shall be no lockouts of the members of the Union. The Union agrees that there will be no strike, slow-down, cessation or other work stoppage during the continuance of this agreement. The Union further agrees that it will not participate in any sympathy strike at any Company locations by other local Unions affiliated with the Company, provided there is no struck work being performed at the Company location represented by this Bargaining Unit.

- (b) Any employee complaint or grievance which is subject to handling under the grievance procedures shall be presented and heard promptly in accordance with the provisions of those procedures and the arbitration procedures, where applicable.
- (c) As to those employee grievances which are subject to arbitration, the Union, its officers, or representatives will not order or sanction a work stoppage or slowdown at any time.
- (d) As to those employee complaints and grievances which are not subject to arbitration, the Union, its officers, or representatives will not order or sanction a work stoppage or slowdown while the matter is being processed through the Grievance procedures.

### **SECTION 3: NON-DISCRIMINATION**

The Company and Union agree they will not discriminate against any employee because of race, color, religion, sex, national origin, veteran status or disabled status; and will abide by the Federal Age Discrimination Act of 1967, as amended and will take all action necessary to comply with the Americans with Disabilities Act.

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 and the contract provides for a greater level of benefits, as required under the FMLA, the provisions of the contract shall prevail. In no instances shall the contract diminish any rights guaranteed under the Act. The Company shall have final discretion with regards to those options where the employer is provided with discretion under the FMLA.

#### **SECTION 4: UNION SECURITY**

- (a) Admission to Membership - The Union agrees that it will admit to membership in the Union all present employees and all future employees hired or rehired by the Company who, under the terms of this Agreement, are represented by the Union and who maintain their membership in good standing by the payment of periodic dues and initiation fees.
  - 1. The Company agrees not to coerce, or interfere with any employee for the object of restraining membership in the Union, and agrees not to discriminate in any way against an employee by virtue of membership therein; and agrees in all other respects to observe the guarantees vouchsafed the Union and the members thereof by the National Labor Relations Act. The Union likewise agrees not to exert any coercion or intimidation on any employee because of non-membership in the Union, or for the purpose of including membership therein.
- (b) Checkoff - For the duration of the Agreement the Company agrees to deduct from the first pay of each month of every employee covered by this Agreement who properly authorized the Company

in writing to do so their regular periodic Union membership dues and promptly remit same to the Union. Such deductions will be made by the Company without cost to the Union. Such consent shall be in writing upon a form designated "Payroll Deduction Authorization", and such forms shall be furnished by the Union. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay.

- (c) For the duration of the Agreement the Company agrees to furnish the Union an address listing of those employees who have identified themselves as Union members through the execution of a "Payroll Deduction Authorization" as specified in paragraph (b) above as of January 1 and July 1, of each year. It is further understood and agreed that the Union will reimburse the Company at a rate of \$45.00 per request for each request in excess of two (2) per calendar year per company.

## **SECTION 5: UNION RIGHTS AND RESPONSIBILITY**

- (a) The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments, on Company work time; provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further that this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

- (b) The Company agrees that the activities described in Section 5 (a) of this Article may be conducted on the Company property on free time of Union members who are employees of the Company as long as such activities do not interfere with the efficiency of the employees who are thus addressed.
- (c) The Company declares that it will pursue the firm policy of not aiding or supporting in any manner whatsoever any employee or group of employees for the purpose of undermining the Union. The Union agrees not to coerce or intimidate employees into membership or to engage in any Union activity on Company time or property except as herein permitted.
- (d) The Company shall not give financial aid or otherwise support any labor organization. This, however, shall not prevent both parties to this Agreement from cooperating and exchanging such information essential for the furtherance of agreeable relations. On any matter which has been negotiated between the Company and the Union, the Company will notify the Union before it notifies its organization.
- (e) The Company recognizes the claim of the Union to jurisdiction over telephone work in territory served by the Company and covered by this Agreement. It is understood that the Company will not be asked to act upon any question regarding jurisdiction between labor organizations and that it shall be the duty of the Union to settle such controversies without work stoppages if possible.
- (f) At the discretion of management due to service requirements, bargaining unit employees may be required to work at other Company locations outside the bargaining unit from time to time. Management

agrees to allow bargaining unit employees the option to return to their normal work location after (30) calendar days. Similarly, non-bargaining unit employees assigned to Company work locations may be required to perform bargaining unit work from time to time. The use of this provision will not be the cause of a reduction of current employees.

- (g) The parties agree that the assignment of bargaining unit work to non-unit employees and the assignment of non-bargaining unit work to bargaining unit employees as permitted under this agreement is not intended in any way to affect the separate community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.
- (h) If the Union contends that the contracting of work other than plowing cable, plowing and cutting over drops, cable location, or cutting brush deprives bargaining unit employees of work which should be theirs, the matter shall be deemed a grievance and be subject to settlement in the usual manner.
- (i) The Company agrees that it will not contract out any work covered by this Agreement, if, as a result thereof, it would become necessary to lay off, or reduce to part-time, or to reduce the rate of pay of any employee, within the affected job classification.
- (j) The foregoing prohibition shall not apply to the consolidation or transfer of work to other **Embarq**, **Embarq/United** or **Embarq/Centel** work groups. In such cases the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.
- (k) No management personnel may do any productive work normally performed by any employee included in the bargaining unit covered by this Agreement if such employee is idle and available, except in

emergencies until proper employees can be secured or incidental to the training of employees.

## **SECTION 6: BULLETIN BOARDS**

Bulletin boards for the exclusive use of the Union shall be provided by the Company in all locations where employees normally report for work. Such bulletin boards shall be placed in locations mutually agreed to by both parties.

## **ARTICLE III WELFARE**

### **SECTION 1: EMPLOYEE INCOME PROTECTION PLAN**

- (a) 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 locations 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 years of continuous service (as defined in the **Embarq Retirement Pension Plan**) and whose age is at least 55 years 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 (b) of this Article subject to the following conditions: **R**

1. 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.
2. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
3. 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 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 30 day period.
4. 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. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.

- (b) Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph (a) shall begin within one month after such employee has left the service of the Company to continue until 48 payments have been made.
- (c) For employees who so elect in accordance with paragraph (a), 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 \$500.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$24,000.
- (d) 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.
- (e) 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.
- (f) Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of **Embarq** R Corporation.
- (g) 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.

- (h) 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.

## **SECTION 2: WORK PLACES**

The Company shall make every reasonable effort to furnish at all times a healthful, sufficiently ventilated, properly heated and well lighted space for the performance of all work and a safe and convenient place for the employee's clothes and personal belongings during work hours. Healthful sanitary conditions shall be provided.

## **SECTION 3: PROTECTION OF HEALTH AND WELFARE**

No employee shall be required to work under any condition which is unsafe and injurious to health or welfare.

## **SECTION 4: FLEXIBLE BENEFITS PLAN**

Effective **February 1, 2009**, 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 **Flexible Benefits Plan** as it is applicable to non-represented employees of the Company. The components of the **Flexible Benefits 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 and to pay the cost for such coverage.

**R**

The annual price tags for the medical, prescription drug, and dental care coverage options under **Flex** 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 under the **Flexible Benefits 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 Union thereof. R

As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on **January 19, 2009** the Company reserves the right to amend or terminate any one of the various components of the **Flexible Benefits 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. R

## **SECTION 5: TERMINATION PAY**

- (a) All employees who reach the age of 65 without having sufficient service to qualify for a pension under the Pension Plan shall be retired and shall receive a termination payment amounting to forty (40) hours of regular pay for each completed year of service. In no case shall such termination payment amount to more than the regular hourly pay for 400 hours. All employees who reach the age of 70 without having sufficient service to qualify for a pension under the Pension Plan shall be retired and shall receive a termination payment amounting to forty (40) hours of regular pay for each completed year of service. Employees who voluntarily

terminate their employment at age 65, but prior to age 70 without sufficient service to qualify for a pension under the Pension Plan shall receive a termination payment amounting to forty (40) hours of regular pay for each completed year of service. In no case shall such termination payment amount to more than the regular hourly pay for 400 hours.

- (b) Bargaining Unit employees terminated due to discontinuance of a (1) toll center operation, (2) commercial business office or (3) a plant operation and who cannot accept a transfer involving relocation and who are not eligible for the Employee Income Protection Plan shall be entitled to receive a termination allowance as follows: One (1) week's pay for each completed year of net credited service from two (2) to seven (7) years, inclusive; plus two (2) week's basic pay for each completed year of net credited service from eight (8) to eleven (11) years, inclusive; plus three (3) week's basic pay for each completed year of net credited service for twelve (12) years and over.

However, in no case shall a termination allowance exceed 58 weeks pay or \$55,000 (whichever is less) computed at an employees basic weekly rate of pay.

Employees who are eligible for an immediate pension and who cannot accept a transfer shall be entitled to receive such pension or a termination allowance.

- (c) An employee who has once been paid a termination allowance in accordance with the above schedule, who has been rehired and again terminated, shall receive payments computed on the basis of the employee's total net credited service less the payment previously received.

- (d) If an employee who has received a termination allowance is rehired and the number of weeks since the date of the employee's termination is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered as an advance by the Company and shall be repaid to the Company by Payroll deductions at the rate of not less than ten (10%) percent of the employee's earnings.

### **SECTION 6: BRIDGING SERVICE**

An employee who has had previous service with the Company and who completes one (1) year of uninterrupted service before reaching the age of 70 shall receive his or her previous service for all benefits; except bridging of service for benefits under the Employee Retirement Plan shall be as provided by the terms of the Plan.

### **SECTION 7: ADOPTION ASSISTANCE**

Effective February 1, 2003, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees, subject to this Agreement, of United Telephone Company Kansas represented by Local 6372 of the Communications Workers of America AFL-CIO in the Adoption Assistance Plan as it is applicable to non-represented employees of the Company.

The Company reserves the right to modify or terminate the Adoption Assistance Plan at any time so long as the changes are uniformly applied to all eligible employees.

### **SECTION 8: TELEPHONE CONCESSION**

- (a) 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 9: VOLUNTARY BENEFITS**

Effective **January 29, 2006**, and continuing for the life of this Agreement, the Company agrees, subject to the limitation 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 coverage and Legal Services **and Critical Illness Insurance**. 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. **R**

In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agent(s) for the various components of the Voluntary Benefits Program. The Company may change the insurance carrier(s) and/or the agent(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 IV EMPLOYMENT**

### **SECTION 1: FULL EMPLOYMENT BEFORE HIRING NEW WORKERS**

The Company agrees that it will not employ new workers until such time as present full-time employees have been offered forty (40) or more hours of work per week or until all available and qualified employees on layoff have been given an opportunity to fill the vacancies in accordance with Article V, Section 7.

### **SECTION 2: NOTICE OF HIRING**

The Company shall, within 72 hours after a new employee eligible to membership in the Union is engaged or an eligible laid off employee is reemployed or reinstated, notify the Union thereof, and give to the Union information as to the name, department and home address of each such employee.

### **SECTION 3: PROBATIONARY EMPLOYEES**

All new employees shall serve a probationary period of six (6) months before they can become permanent employees. During the probationary period of employment, the Company may, at its discretion, discharge or dispense with the services of such employee. If an employee satisfactorily completes the probationary period, his or her rights under this Agreement shall be governed by the date of employment. However, the Union shall retain the full right to represent such probationary employees for any claims of personal prejudice or claims of discrimination for Union activity in connection with the lay-off or discharge of such probationary employees.

### **SECTION 4: PART-TIME EMPLOYEES**

Part-time employees are employees who work less than the established regular work week. Part-time employees shall accrue service credits for wage progression, vacation pay and holiday pay on a pro rata basis.

**ARTICLE V**  
**LAYOFF, REHIRING, WORK SHARING**

**SECTION 1: LAYOFF NOTICE**

Whenever possible, the Company shall give to the Union and employees affected two weeks notice of all proposed layoffs.

**SECTION 2: LAYOFF AND REHIRING PROCEDURE**

In the event there is lack of work in any job title in any work location for employees covered by this Agreement, the Company shall decide the necessity for and the extent of the force adjustment, and the following shall be the layoff and rehiring procedure, subject to provisions set forth in other Sections of this Agreement:

- (a) If 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 fifty-five (55) years 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 under the terms and conditions as described in Article III, Section 1.
- (b) It may be jointly determined by the Company and the Union that those employees remaining shall remain at work until there is insufficient work to be provided them with a work week of thirty-two (32) hours.

**R**

(c) Transfers to Avoid Layoffs.

1. The Company shall make every reasonable effort to avoid laying off employees by first offering transfers, in seniority order, to fill existing job vacancies provided the following conditions exist:
  - a. The job vacancy is not in a higher classification.
  - b. The displaced employee has the skill and ability to perform the vacant job with a minimum of on the job training and familiarization. If formal classroom training is required, the displaced employee does not have the necessary skill and ability to perform the job.
2. A job vacancy is defined as one that has been posted or about to be posted and an award has not been made. During a layoff period, Section 2 (c) of this Article supersedes and causes Section 1 through Section 5 of Article VII to be inoperative. The terms and conditions of Article VII, however, shall remain operative if the job vacancy is in a higher classification than that of the employee(s) to be laid off.

**SECTION 3: LAYOFF PROCEDURE**

- (a) When a reduction in force is necessary, temporary, probationary and part-time employees at the affected location in the affected job title(s) (in the above order) shall be first laid off.
- (b) Should further reduction of force be necessary, in seniority order, employees who have been identified as surplus may exercise one of three options by bumping an employee with less seniority as follows:

1. First option, the surplus employee, if qualified, may exercise his/her seniority to remain in the area as follows: (See Appendix 3 for exchanges included in three (3) Kansas areas for bumping purposes).
  - a. The surplus employee may bump the least senior employee in the same area in the same classification.
  - b. If the surplus employee does not have sufficient seniority or qualifications to bump in his/her classification, the surplus employee, if qualified, may bump the least senior employee, in the area, in the next lower classification.
  - c. When necessary, this procedure is continued to the next lower classification(s) until the employee either bumps a junior employee or until it is determined the employee cannot exercise a bump within the area.
  - d. It is understood and agreed that an employee exercising a bump right has no choice of job titles. Rather, the surplus employee must bump the least senior employee in the classification. Further, the bumping employee must have the skill and ability to perform the new job with a minimum of on-the-job training and familiarization. If formal classroom training is required to perform the work, the employee may not bump.

- e. When an employee wants to remain in same job title the surplus employee may bump the employee with the least seniority in the same job title within the company
  - f. An employee whose job title is listed in Class 1, 2, or 3 may not bump an employee whose job title is listed in Schedule A unless such employee has previously worked in a job title within Schedule A.
2. Second option, the surplus employee may bump the least senior employee in the same classification or next lower classification within the Company, the bumping employee must have the skill and ability to perform the new job with a minimum of on-the-job training and familiarization. If formal classroom training is required to perform the work, the employee may not bump.
  3. Third option, the surplus employee may bump the least senior employee in the same classification within the Company.
  4. An employee who is bumped shall be added to the surplus list in seniority order and such employee shall have bump rights as specified in paragraphs (b) (1), (2) and (3) above.
  5. Employees are laid off when it is determined no bump rights are available.

#### **SECTION 4: LAYOFFS OF UNION REPRESENTATIVES**

Notwithstanding anything that may be contained herein, in the event of a layoff as described in this Article, the following officials of the Union, during their term of office, shall be the last persons to be laid off in the affected job title and the first to be rehired.

- a. Local President
- b. Local Vice-Presidents
- c. Local Secretary-Treasurer
- d. Union Representative of each exchange or major work group. In the Customer Service Group this shall mean the District Steward.

### **SECTION 5: RATE OF PAY**

When an employee exercises a transfer or bump right that results in a lower rated job title, the employee shall be paid the wage rate of the lower job title. The employee will be placed at a rate of pay in the new job title based upon the employee's progression step at the time of layoff.

### **SECTION 6: WAIVER OF BID AND TRANSFER FREQUENCY**

When an employee exercises a transfer or bump right because of a reduction in force, the one (1) year waiting rule as described in Article VII, Section 5 is waived.

### **SECTION 7: REHIRING AFTER LAYOFFS**

- (a) Regular employees who are on a layoff status shall first be offered reemployment under the following conditions:
  1. Before new employees are hired provided the increase in available work is in the same job title, or in a lower rated job classification, which the laid off employee has the skill and ability to perform.
  2. Before the provisions of Article VII are invoked provided the increase in available work is in the job title performed by the employee at the time of layoff, or in a lower job classification, which the laid off employee has the skill and ability to perform in the same work group.

3. When paragraphs (a), (1) and (2) above have been applied and no candidates are available for permanent positions, the Company shall give first consideration to those employees who have been laid-off who formerly held the title of the posted position and have the skill and ability to perform the work required.
- (b) Employees on a layoff status shall be recalled in the order of their seniority, i.e., the most senior employee shall be the first employee called back, subject to other provisions of this Agreement.
- (c) The Company shall notify laid off employees in writing, addressed to the last known address of the employee, to report back to work, and shall provide a copy of such notice to the Union so that the Union can verify the order of seniority.
- (d) If, within one week after the giving of such notice, the Union raises no question with respect to the rehiring of any individual, such rehiring shall be deemed to be in order and no grievance or complaint may be raised with respect thereto.

### **SECTION 8: EMPLOYEE RESPONSE TO REHIRING NOTICE**

- (a) Within **three (3)** working days of the date of the notice to return to work, the employee shall report his or her desire to return to work. **R**
- (b) Failure to give notice of intention within **three (3)** working days shall be regarded as quit without notice with consequent loss of all recall rights. **R**
- (c) Any such employee, presenting satisfactory reasons within **three (3)** working days from the date of the notice to return, shall lose his or her priority only to that vacancy for which called, if the failure to report **R**

is due to substantiated illness, injuries, or some cause beyond his or her control.

- (d) If the Company is notified within the **three (3)** **R** working day period he or she shall retain position on the seniority list for the next available opening.
- (e) When an employee with seniority presents satisfactory reasons as outlined in paragraph (c) above, this shall not prevent employees next in seniority from being called back.

### **SECTION 9: REHIRE RIGHTS**

Employee rehire rights from the date of layoff shall be determined in accordance with the following schedule:

<u>Recall Period</u>	<b>R</b>
<b>2009 (36 Months)</b>	
<b>2010 (24 Months)</b>	
<b>2011 and beyond (18 Months)</b>	

### **SECTION 10: REFUSAL OF RECALL**

- (a) To lower rated job title. If an employee is recalled to work in a job title which is lower rated than that held by the employee when laid off, such employee may refuse the recall. Such refusal shall not affect his or her position on the seniority recall list.
- (b) To other than full time work. If an employee is recalled to work which involves fewer hours than was being performed at the time of layoff, such employee may refuse the offered work without affecting his or her positions on the recall list.
- (c) To temporary full time work. If an employee is recalled to perform work for a temporary period of time, such employee may refuse the offered work without affecting his or her position on the recall list.

It is further understood and agreed that when temporary requirements cannot be filled by recall of employees on layoff status in the same job title, the Company shall exercise its right to employ contractors in accordance with Article II, Section 5(h).

**SECTION 11: SENIORITY DURING LAY-OFF**

When employees are laid off in accordance with this Article, they shall accrue seniority as set forth under Article XV, Section 3 (a).

**SECTION 12: VACATION PAY**

When employees are laid off in accordance with this Article, they shall be granted the vacation pay as set forth under Article XIV, Section 2.

**ARTICLE VI  
DISCHARGE, DISCIPLINE, RESIGNATION**

**SECTION 1: DISCHARGE OR DISCIPLINE**

Immediate causes of discharge or discipline are offenses which have occurred or been discovered not more than six months before the date of removal from work or discipline, and no offense shall be regarded as an immediate cause of discharge or discipline unless acted upon within that period. While discharge or discipline must be directly related to an offense or offenses which have occurred within the time period just stated, consideration of any given case shall not necessarily be limited to the specific offense. The record of previous good service, or of previous offenses, if any, shall also be considered.

The sole purpose of placing a time limit upon action following any given offense is to provide a period of time during which an employee may clear the record of an immediate cause for discharge or discipline. It is not the

intent of this provision to provide a time limit which operates to cancel the effect either of good service or of repeated offenses which interfere with the proper conduct of the business. When an employee has been warned of an offense, the repetition of which may be cause for dismissal, the Local Union President shall be given written notice of such warning.

**In addition, when persons are discharged the Company shall provide notice to the Local Union President.**

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## **SECTION 2: IMPROPER DISCHARGE**

In the event an employee shall be discharged from his or her employment from and after date hereof, and believes he or she has been unjustly dealt with, such discharge shall constitute a case coming under the method of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to his or her discharge, the Company shall reinstate such employee. The decision of the Arbitrator hearing the case shall establish the conditions under which the discharged employee shall be reinstated. All cases with respect to grievances in connection with such discharge shall be taken up within ten (10) days from the date of such discharge.

## **SECTION 3: ABSENTEEISM**

Absenteeism or tardiness is recognized by both the Company and the Union as being harmful to the business. The Union shall assist the Company toward reducing absenteeism or excessive tardiness whenever the Company brings such tardiness or absenteeism to the attention of the Union. Repeated tardiness or absences from work on the part of an employee may make such employee subject to discipline.

**ARTICLE VII**  
**PROMOTIONS, TRANSFERS, AND DEMOTIONS**

**SECTION 1: DEFINITIONS**

- (a) Promotions are defined as movement to a job of a higher rate of pay and shall be based on seniority, ability and qualifications; ability and qualifications being equal, seniority shall prevail.
- (b) Transfers are defined as movement from one exchange to another or from one job title to another job title in the same or lower classification in another exchange.

**SECTION 2: POSTING OF JOB BIDS**

Except as provided in Article V, Section 2, and Section 7, this section shall apply in the posting of all vacant jobs covered by this Agreement which are described as a promotion or a transfer.

- (a) When a job opening exists for Facility Assigner or Class 1, Class 2, or Class 3, in the State where the vacancy exists, a copy of the notice will be given to the President of the Local Union.
- (b) At locations where employees have computer access and where technologically feasible, the Company shall have the right to utilize an electronic method for posting job vacancies. The Company shall provide training to employees before implementing an electronic method at any location. The Company shall give notice to the Union prior to the addition of any location to the electronic posting process. At the conclusion of training and upon implementation of the electronic job posting process, it is agreed that the Company will continue to post all job vacancies on applicable bulletin boards for a period of six months. At the conclusion of the six months, the Company shall

terminate the manual job posting process at applicable locations.

- (c) The Company is responsible for ensuring the job vacancy notice contains an adequate description of the job duties and the qualifications to fill the position.

### **SECTION 3: BIDDING OF JOB VACANCY NOTICES**

Except as provided in Article V, Section 2, and Section 7, this section shall apply in the filling of all vacant jobs covered by this Agreement which are described as a promotion or a transfer.

- (a) Employees may apply for a vacant position by sending an application to the Human Resources Staffing Department within seven (7) days from the date of the job vacancy notice. This application shall state the employee's overall qualifications and experience for the position for which they are applying.
- (b) Employee bids for a job vacancy notice resulting in a promotion or a transfer will be treated equally for all job vacancies.

### **SECTION 4: SELECTION PROCESS**

- (a) The following will be the procedure for awarding all bargaining positions not considered apprenticeship provided for in Section 11 of this Article:
  1. Only those applicants whose job performance is satisfactory will be eligible for consideration.
  2. The job will be filled from those applicants possessing all qualifications listed on the job vacancy notice.

3. If more than one applicant possesses all of the qualifications as listed on the job vacancy notice, the award will be based on seniority.
4. When an applicant does not possess all of the qualifications as listed on the job vacancy notice and the Company determines that there is a lack of experienced employees available at the affected location to assist a bidding employee with the duties of the posted position, the Company shall have the option of selecting the most qualified applicant or a qualified person from any available source.

### **SECTION 5: MOVING EXPENSES**

Effective February 1, 2003, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees, subject to this Agreement, of United Telephone Company of Kansas represented by Local 6372 of the Communications Workers of America AFL-CIO in the Relocation Program as it is applicable to non-represented employees of the Company.

The Company reserves the right to modify or terminate the Relocation Program at any time so long as the changes are uniformly applied to all eligible employees.

### **SECTION 6: NOTIFICATION OF BID RESULTS**

The Company will send the results of the posting to the appropriate Union Representative within twenty-eight (28) calendar days after the initial posting date of the job vacancy notice. If an award is made, the notice will give a tentative date the position will become effective. The pay change becomes effective on this date.

## **SECTION 7: BID AND TRANSFER FREQUENCY**

Except as provided in Article V, Section 2 and Section 7, all employees are prohibited from bidding or transferring out of a job for which they hired, bid or transferred into until one (1) year on the job has elapsed.

## **SECTION 8: RELOCATION**

When the Company finds it necessary to effect a “transfer” of employees from one reporting location to another reporting location, it shall be done in the following steps:

1. The Company shall first notify in writing all employees in the job title at the location involved and the Local Union as to the number of employees that are to be moved. Such notice shall be given at least sixty (60) calendar days prior to the move.
2. The employees desiring to be transferred to the new location shall notify in writing, the immediate supervisor within thirty (30) calendar days of the notice of their acceptance or rejection of the transfer.
3. If no employees desire to be moved, the least senior employee or employees of that job title shall be transferred.
4. The Company may elect to discontinue the intended transfer at this step.
5. The employee or employees to be transferred may exercise his/her seniority rights to remain in their area as follows:
  - a. The employee(s) to be transferred may bump the least senior employee in the same area in the same job title.

- b. It is understood and agreed that an employee exercising a bump right has no choice of work locations. Rather, the employee must bump the least senior employee in that job title in that area.
6. When the employee's reporting location is changed which requires a change in residence, the Company shall pay physical moving expenses in accordance with Article VII, Section 5. If both employees require a change in residence, only one employee is entitled to Company paid moving expenses, with seniority being the determining factor.
  7. The job at the new location under this Section will be exempted from the normal job posting/bidding procedure.
  8. In the event the least senior employee is required to transfer to a new reporting location as a result of the Company's decision to adjust the work force in accordance with this section, the least senior employee shall have first right of acceptance for any future vacant positions in his job title (from which he was displaced) in his former exchange for a period not to exceed twenty-four (24) months from the effective date at the new reporting location.
  9. The employee shall be required to inform the Company of their intent to return to their former reporting location within fourteen days from the date of the job vacancy notice.

**SECTION 9: PROBATION AND PAY TREATMENT  
FOR PROMOTIONS AND TRANSFERS**

- (a) Probation. An employee who is awarded a new job will be placed on probation for six (6) months during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the duties of the new job, the employee will be returned to his or her former job, if available. If such job is no longer available, the Company will attempt to return the employee to another job in the former classification level for which the employee is qualified. If no jobs are available in the former classification level, the Company will place the employee in a job at a lower classification level than previously held for which the employee is qualified. If the original award involved relocation, an attempt shall be made to absorb the employee at the new location.
- (b) Promotion Pay.
1. During the six (6) month probationary period in the new classification, the employee shall receive the appropriate wages in the new classification.
  2. Facility Assignors being promoted to Classes 1 through 3 shall be placed on the first progression step of the new job title which represents an increase over the employee's current wage rate of no less than fifteen cents (\$.15). An employee in progression will progress in the new classification as he or she would have in his or her former classification.
  3. Customer Service employees currently in Class 1 or Class 2 being promoted to a higher classification shall be given an increase equal to the next scheduled progression rate which shall not change the date of progression.

- (c) **Transfer Pay.** An employee transferred in accordance with the provisions of this Article shall be paid the wage rate for the classification transferred to based upon the employee's progression step at the time of the transfer. An employee in progression will progress in the new classification as he or she would have in his or her former classification.

### **SECTION 10: CHANGES IN JOB DUTIES**

Employees may request assignment to jobs with preferential duties or hours of an equal or lower rate of pay within the same exchange. The Company will give consideration to these requests.

### **SECTION 11: DEMOTIONS**

Demotions to a lower paid job shall be made only in cases where an employee is not satisfactorily performing his or her present job. The employee will be placed at a rate of pay in the new job based upon the employee's progression step at the time of demotion, except that an employee being demoted during the probationary period of a job award shall be returned to that progression step equivalent to where the employee would have been had the award not occurred.

### **SECTION 12: APPRENTICESHIP PROGRAM**

- (a) It is the intent of the Company to establish an apprenticeship classification in order to offer advancement opportunities to employees with limited telephony experience and to insure a diversified workforce for the future. This classification will cover job titles listed under Classes 2 and 3.
- (b) The Company shall have the option of posting an opening as an apprenticeship position when in the judgment of the Company, the vacancy can be filled by an employee with limited experience. All

employees covered under this Labor Agreement shall be eligible to bid on job vacancies posted as Apprenticeships.

- (c) Employees may apply for an apprenticeship position by sending an application to Human Resources Staffing Department within seven (7) days from the date of the job vacancy notice. This application shall state the employee's overall qualifications and experience for the position for which they are applying.
- (d) Apprenticeship positions shall be awarded on the basis of current job performance, qualifications and seniority. Only those applicants whose current job performance is satisfactory will be eligible for consideration.
- (e) Employee awarded an apprenticeship position shall be classified as such for a period of two (2) years for Class 2 positions, and three (3) years for Class 3 positions. During this apprenticeship period, the apprentice employee will be required to attend training classes at the discretion of the Company.
- (f) At the conclusion of the apprenticeship period, the employee shall be considered as fully qualified and shall be awarded the appropriate title associated with the position the employee originally bid.
- (g) An employee awarded an apprenticeship position resulting in a promotion shall be placed on the first progression step of the new job title which represents an increase over the employee's current wage rate. The employee shall be maintained at this progression step for twelve (12) months from the effective date of the award. The employee's progression date shall be changed to reflect the effective date of the award. At the completion of the

first year of the program, the employee shall resume progression at six month intervals in the wage classification. Employees with the job title of Network Technician or Equipment Installer being awarded an apprenticeship position in Class 2, shall retain their current progression level but shall be placed on the appropriate wage classification for the apprenticeship position.

(h) Bid & Transfer Frequency

Employees who have bid and been awarded an apprenticeship position shall be restricted from bidding or transferring to another position for a period of two (2) years for Class 2 positions and for three (3) years for Class 3 positions.

(i) Probationary Period

An employee who is awarded an apprenticeship position will be placed on probation for two (2) years during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the duties of the new job, Section 9(a) of this Article will become operative.

## **ARTICLE VIII ABSENT TIME**

### **SECTION 1: LEAVES OF ABSENCE**

- (a) Insofar as the requirements of the service will permit, leaves of absence without pay for good causes and of reasonable length will be granted to regular employees under the conditions set forth in this Article. The intention of the employee with respect to return to work shall be established in writing between the Employee and the Company.

- (b) In accordance with this Article, employees who are on leaves of absence shall be unpaid. However, if an employee has qualified for vacation pay prior to commencing the leave, the employee shall be required to use such vacation during the leave of absence, except for 1 week, which the employee may elect to take later in the vacation year. Such vacation used in conjunction with this leave shall be counted toward the build-up of the leave period. With the exception of one week of vacation, employees shall be required to exhaust all other paid time prior to commencing a leave.
  
- (c) Leaves of absence for other than personal reasons under this article shall be in one of the following categories:
  - 1. Employee Illness & Injury Leave.
  - 2. Family and Medical Leave including:
    - a. Leave to care for a newborn or newly adopted or newly placed foster child.
    - b. Leave to care for an employee's spouse, child or parent with a serious health condition.
  - 3. Leave for Union business.
  - 4. Miscellaneous paid absences.

**SECTION 2: EMPLOYEE ILLNESS & INJURY  
LEAVE**

- (a) Leave of absence due to employee illness or injury. Regular employees whose illness or injury requires that they be absent from work are entitled to a six month leave of absence. A medical certification shall be required to obtain or extend a medical leave of absence. An employee returning from a leave of absence for the employee's illness or injury shall be required to furnish a fitness for duty statement prior to assuming his/her job duties.

1. An employee's current benefits will continue through the end of the month in which an approved leave of absence becomes effective.
2. Employees on unpaid leaves of absence may continue their health benefits (medical, dental **and prescription drug**) in accordance with **COBRA**. The health benefits are made available at 102% of the Company's rate. Employees must submit payment to the Human Resources Department as instructed when leave confirmation is issued.
3. Other deductions (Savings plans, life insurance, etc.) will be discussed individually with the employee to determine continuation and payment procedures.

### **SECTION 3: FAMILY AND MEDICAL LEAVE (FMLA)**

FMLA Compliance: It is the Company's and Union's intention that the leave policy set forth in this Article comply in all respects with the Family and Medical Leave Act **and the Embarq Family and Medical Leave Policy**.

### **SECTION 4: LEAVES FOR UNION REPRESENTATIVES**

Any employee appointed to any position with the Union shall be granted leaves of absence, if requested, from the Company either for the duration of such appointment or for such periods as may be necessary in the performance of Union duties not to exceed a total of three (3) years. A leave of absence under this Section will be granted with the following conditions:

- (a) Upon the granting of such leave of absence, the employee's seniority shall accumulate throughout the period of his or her leave of absence.

- (b) Such employee may retain his or her rights **Flexible Benefits to include: medical, prescription drug, dental and life insurance** provided the employee pays the full amount for each benefit he or she wishes to maintain. Payments by the employee are to be made in accordance with standard Company procedures.
- (c) The maximum credited and continuous service allowance for pension benefits is two (2) years.
- (d) Upon return from the leave, the employee shall be reemployed at his or her regular work or its equivalent, seniority permitting, and providing he or she is qualified for such work.
- (e) The rate of pay upon return from leave shall be that rate on the wage schedule the employee would have reached if he or she had remained an active employee.
- (f) All rights of an employee under a leave of absence granted under this Section shall terminate if the employee resigns his or her employment with the Company or accepts employment with a new or different employer other than the Union, prior to the expiration of the leave.

## **SECTION 5: MISCELLANEOUS PAID ABSENCES**

- (a) Death. In the case of death in the immediate family of an employee, absence with pay for scheduled time will be granted for the day of the death to, and including, the day after the funeral, not to exceed five (5) days. Additional time off without pay may be granted if necessary and requested. The term "immediate family" as used herein, is defined as mother, father, brother, sister, husband, wife, child, stepchild or step parents.

In the event of a death of an aunt, uncle, niece, nephew, grandparent, grandchild or in-law (including mother, father, son, daughter, brother, sister, and grandparents) and persons living in the same household of an employee, absence with pay for scheduled time will be granted for the day of the death, to, and including the day after the funeral not to exceed three (3) days. Additional time off without pay may be granted if necessary and requested.

- (b) Jury Witness and Election Duty. Pay shall be allowed for necessary scheduled time absent on account of Election Duty, Jury Duty, or when subpoenaed as a Witness. Pay for witness duty shall not exceed eight hours in any calendar year at the basic wage rate. Prior notice will be given to Management.
  
- (c) Military Duty. The Company will provide for Military Training Duty and Emergency Duty for regular employees (and temporary employees having six (6) months or more of continuous service since date of engagement or reengagement, whichever is later) who are members of the National Guard, Air National Guard, Army Reserve, Air Force Reserve, Naval Reserve, Marine Corps Reserve or Coast Guard Reserve and are called for training or emergency duty during hours in which he or she otherwise would be scheduled Company duty, shall be excused or granted a leave of absence for such causes. Difference in pay shall be allowed for the number of scheduled work days falling within the periods of excused absence, but not to exceed the first fourteen (14) such days within the calendar year. However, total compensation, including all gross military compensation due employee and his dependents, shall not exceed the employee's basic pay.

- (d) Payments for absences in (a), (b), and (c) will be at the basic rate of pay plus any applicable differentials. However, total compensation shall not exceed the employee's basic pay including applicable differentials.

## **SECTION 6: RETENTION OF SENIORITY AND SERVICE ON LEAVE**

Employees on approved family and medical leaves will accrue seniority and service for the first 12 workweeks of such leaves and as provided in Article XV, Section 3, of this Agreement. Employees on leaves of absence for other reasons under this Article will accrue seniority and service for only the first 30 days of such leaves and as provided in Article XV, Section 3, of this Agreement.

## **SECTION 7: FAILURE TO REPORT FROM LEAVE**

Failure to report to work within three days after the expiration of any leave of absence will be considered as a quit without notice, unless the employee has contacted the Company and been granted an extension of the leave.

## **SECTION 8: REFUSAL OF LEAVE**

If the Company shall refuse an employee a leave of absence, the employee may then make use of the grievance procedure set forth in this Agreement.

# **ARTICLE IX SHORT TERM DISABILITY**

## **SECTION 1: REPORTING**

On-the-job accidents or injuries of any nature whatever shall be reported immediately by the employee to his or her immediate Supervisor. Any employee detained from work on account of sickness or an off-the-job accident shall notify the Company as soon as possible.

## SECTION 2: DOCTOR'S CERTIFICATES

The Company reserves the right to require presentation by the employee of a doctor's certificate evidencing disability requiring absence from work. Any additional cost involved in procuring more than one such certificate will be borne by the Company. Short Term Disability paperwork must be submitted within **twenty-two (22)** days of the first day of absence.

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## SECTION 3: BENEFITS FOR SHORT TERM DISABILITY

- (a) Sickness, or accidents on or off-the-job disability benefits will be paid beginning the 6<sup>th</sup> full day of absence as set forth.

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If your service is:	Benefits are 100% of Base Salary for:	Benefits are 60% of Base Salary for:
Less than one year	0 weeks	0 weeks
1 year < 2 years	2 weeks	24 weeks
2 years < 3 years	4 weeks	22 weeks
3 years < 4 years	6 weeks	20 weeks
4 years < 5 years	8 weeks	18 weeks
5 years < 6 years	10 weeks	16 weeks
6 years < 7 years	12 weeks	14 weeks
7 years < 8 years	14 weeks	12 weeks
8 years < 9 years	16 weeks	10 weeks
9 years < 10 years	18 weeks	8 weeks
10 years < 11 years	20 weeks	6 weeks
11 years < 12 years	22 weeks	4 weeks
12 years < 13 years	24 weeks	2 weeks
13 years or more	26 weeks	0 weeks

*(Current employees whose service is less than one year as of February 1, 2009, shall be grandfathered at the benefit level of 2 weeks full and 13 weeks half until they complete one year of service. At that time they shall revert to the above referenced STD benefit schedule).*

- (b) 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. **During the life of the 2006-2009 labor agreement and extending to January 31, 2010, the first occasion of STD benefits shall reset on or after 91 calendar days of active full time employment. Subsequent occasions of STD benefits shall reset on or after 182 calendar days of active full time employment. Benefits may be re-established to the maximum level by accumulating 182 days of active employment without any benefits being paid from the weekly indemnity schedule. Any accident and sickness benefits paid during a re-established period starts the count over and a new 182 day period re-established date is set.** Vacation, personal or fixed holidays, bereavement, jury duty and other excused paid time is included in the 182 day benefit reinstatement period.
- (c) 60% benefits for part-time employee's, shall be prorated according to the hours worked at the basic rate of pay four (4) pay periods preceding the sickness or accident.
- (d) Vacation/Personal hours are provided for all incidental absences from work. The STD waiting period must be bridged with a combination of paid (Vacation/Personal days) and un-paid time, except when the absence is workers compensation related. The employee will have the opportunity to elect whether to take paid or an unpaid absence, when it is workers comp related.

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Incidental absences include both Scheduled and Unscheduled Vacation and Personal hours. Scheduled Vacation/Personal hours are those hours selected by the employee in accordance with the

Vacation/Personal Day selection process. Unscheduled Vacation/Personal hours occur when an employee requests time away from work that is not pre-scheduled. Scheduled Vacation/Personal hours are included as part of a regular work week for overtime purposes. Unscheduled Vacation/Personal hours are not included as part of the standard work week for overtime purposes. Unscheduled unauthorized Vacation/Personal time will count as an occurrence under the attendance plan.

#### **SECTION 4: UNUSED VACATION DURING A BENEFIT PERIOD**

Employees on benefits with unused vacation who are unable to return to work prior to the end of the calendar year shall be placed on vacation and the sickness or accident benefits may be used later.

#### **SECTION 5: BENEFITS DURING HOLIDAY WEEK**

Employees on benefits shall receive holiday pay and the day of sickness or accident benefits may be used later.

#### **SECTION 6: DISABLED EMPLOYEES**

Upon agreement between the Company and the Union, pertinent provisions of this Agreement relative to seniority may be waived for the purpose of placing employees, who become physically disabled, on jobs which they are able to perform.

#### **SECTION 7: SENIORITY WHILE ON DISABILITY**

Any employee off due to illness or accident disability shall accrue seniority up to one year; thereafter, he or she shall have the seniority he or she has accrued up to and including this year, all subject to presentation of a doctor's certificate. In the case of long illnesses or disabilities, seniority standing of the employee shall be determined by joint action of the Company and the Union at the time of re-engagement.

**ARTICLE X**  
**STD COORDINATION WITH WORKERS'**  
**COMPENSATION BENEFITS**

1. 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.
  
2. 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 amounts, up to a maximum of 85% of their gross weekly salary. R
  
3. 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, **Flexible** 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 **Flexible** benefits paid on the employees behalf while on leave. Special arrangements must be made for payment of savings plan loans with the **plan administrator**. R

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

## **ARTICLE XI HOURS OF WORK**

### **SECTION 1: WORK WEEK AND WORK DAY**

- (a) The normal work week for the Customer Service and Network Installation Group shall be as follows:

1. Eight (8) hours of work shall constitute a regular day's work. Forty (40) hours of work, Sunday through Saturday inclusive, shall constitute a regular full time work week. The standard work week shall consist of five daily tours of eight (8) hours each between 6 a.m. and 7 p.m.
2. On hours scheduled outside the hours of the normal work day (6 a.m. to 7 p.m.) a differential of **\$2.25 (02-01-09)**, **\$2.50 (02-01-10)** will be paid for each hour ending after 7 p.m. Sessions of a tour will be consecutive, separated only by a lunch period. If an employee works a scheduled tour and also other time in the same day, the scheduled tour worked determines whether or not a differential is payable. **R**

These regular tours ending after 7:00 p.m. shall be subject to bid openings within the local exchange group in the classification. If no bids are received, the tours shall be assigned.

## **SECTION 2: SCHEDULING DAYS BY SENIORITY**

The scheduling of work days and of non-work days shall be made on the basis of the preference of the senior employees within the job function(s) assignment, service requirements permitting.

## **SECTION 3: REPORTING FOR WORK**

Employees normally are assigned to a designated work location where the posted work schedule designates the daily and weekly hours of work. However, employees may be required to report for work at a job site, or at a point enrooted to the job site. For those employees instructed to report at a job site or a point enrooted, time spent in traveling between the designated work location and job site shall be counted as work time. When employees are staying in a motel or hotel away from the designated work location, their work hours begin at the job location and continue through until quitting time. Transportation to and from the motel and other locations being on their own time in a company vehicle or personal car with reimbursement for mileage.

## **SECTION 4: RELIEF PERIODS**

Each employee shall be assigned or permitted fifteen (15) minutes of relief during each session worked and these regular relief periods shall be in addition to relief periods of sufficient time to take care of the employee's needs. In those exchanges where only one employee is on duty, the relief period shall be taken in accordance with the demands of the service.

## **SECTION 5: WORK SCHEDULES**

- (a) Work schedules for Customer Service, and Network Installation employees shall be as follows:
  1. Work schedules showing the days to be worked shall be furnished by Friday to be effective for the next calendar week.

2. An employee may not change his/her day off in any work week unless Management has been given notice and service requirements permit.
3. When an employee is paid for an excused absence from a regularly scheduled day's work at his request, he shall not be paid at the overtime rate for any work during scheduled hours of work for that week until he has actually worked forty (40) hours.

### **SECTION 6: FOUR - TEN HOUR WORK DAY**

- (a) It is recognized that in certain work units or groups, it may be in the best interest of the business to establish a four (4) day schedule as a normal work week. Four (4) ten (10) hour days will be understood to be consecutive, where possible, and apply within the hours of 6:00 a.m. to 7:00 p.m. Sick leave and vacation while working four (4) ten (10) hour days will be based on the amount of hours taken. Weeks which include any fixed holiday will be worked as five (5) eight (8) hour days.
- (b) Four (4) ten (10) hour work days shall be on a voluntary basis, provided a sufficient number of employees within the applicable work group volunteer for the four (4) ten (10) hour work schedule. If there are not enough qualified volunteers to meet the requirements of the service, the schedules shall be assigned.
- (c) No daily overtime payment as required in Article XI, Section 1 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. Night differential payment will be paid for hours worked before 6:00 a.m. and after 7:00 p.m.

- (d) If an employee is required to work **thirteen (13)** or more consecutive hours in any one day while assigned to a four (4) day ten (10) hour work schedule, he or she shall receive a meal allowance of **\$7.00**. R

### **SECTION 7: ADEQUATE REST**

**Employees working 14 or more hours during the 24 hour period immediately preceding the start of their next scheduled tour of duty will be entitled to an eight hour rest period before reporting to their next scheduled tour of duty. An employee who chooses not to report to work until his/her eight hour rest period has expired, shall be paid no more than two (2) hours base rate for those rest period hours which extend into the employees' next scheduled tour. All rest hours paid or non-paid which are a part of the next scheduled tour shall count towards the daily and/or weekly overtime build.**

**Should an employee be required to report back to work, and before eight (8) hours rest period has elapsed, the employee shall be paid one and one-half (1 ½) times the regular rate of pay for all hours worked until eight hours from the time the rest period began, but no less than a minimum of two (2) hours.**

### **SECTION 8: HOME GARAGING**

- (a) There will be established a Home Garaging Program to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.

- (b) The Home Garaging Program will be implemented only within administrative work units where some or all of the employees normally use a Company provided motor vehicle in order to perform their work. The decision to implement and to continue the program within any such administrative work unit will be within Management's discretion.
- (c) When the Home Garaging Program is introduced within an administrative work unit, all employees within that unit who normally use a Company provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. However, employees shall be required to reside within a radius of 25 miles of a physical reference point to be eligible to participate in the "Home Garaging Program" unless agreed to by the Company.
- (d) Changes in the employee option shall be coordinated with the immediate supervisor. Generally, a two week notice will be required when options are changed. If an employee elects not to participate, Management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.
- (e) Employees who elect to participate in home garaging will not report to the Work Center at their scheduled start and stop time. Employees shall be at their first assignment at the scheduled starting time of the tour and at 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 25 miles from the designated reference point, the Company will allow 30 minutes travel time at the

beginning of the tour. If the last assignment is beyond 25 miles from the designated reference point, the Company will allow 30 minutes travel time.

- (f) Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. Liability of secured vehicles will be the Company's responsibility, i.e., vandalism, theft and act of God. If the vehicle cannot be properly stored at an employee's residence, the Company may arrange for appropriate storage at its expense. Accidents incurred (personal and vehicle) while enroute to and from work shall be covered by the Company.
- (g) Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained. Routine and repair vehicle maintenance shall be at the discretion of local management.
- (h) Preferred call out will not be contingent upon "Home Garage" employees but by current procedures.
- (i) Starting time for call outs begins when the employee reaches the work site and ends when the job is completed at the work site. If the call out is beyond 25 miles from the employee's home, the Company will allow 30 minutes travel time at the beginning and ending of the call out (if appropriate, i.e., considering call outs are paid for a minimum of two hours).

- (j) In no case shall employees be permitted to use the Company vehicle for personal use or allow non-company passengers on the vehicle. Additionally, no alcohol or drugs will be allowed on the Company vehicle.
- (k) The location of the Company vehicle during periods of employee vacation shall be determined by local management.

## **ARTICLE XII OVERTIME AND PREMIUM PAYMENTS**

### **SECTION 1: OVERTIME**

- (a) Overtime pay at the rate of one and one-half (1 1/2) times the basic rate of pay shall be paid for any hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- (b) In no case shall hours worked in excess of eight (8) hours pay per day be considered in computing the number of hours worked over forty (40) in the same week.

### **SECTION 2: OUT OF SCHEDULE**

Pay at the rate of one and one-half (1 1/2) times the basic rate of pay will be paid for each hour so worked outside the employee's regular scheduled work time.

### **SECTION 3: SUNDAY PREMIUM PAY**

- (a) All scheduled time worked on Sunday shall be paid at a premium rate of one and one-half (1 1/2) times the basic rate of pay for each hour so worked.

### **SECTION 4: HOLIDAY PREMIUM PAY**

- (a) Employees scheduled to work on a holiday shall be paid, in addition to one (1) day's pay, at the rate of one and one-half (1 1/2) times the basic rate of pay for each hour so worked. Such tours are those which

start after midnight of the preceding day, and before midnight on the holiday.

- (b) Employees, except absentees, shall be paid at the regular basic rate of pay if excused from work on a holiday. An absentee is an employee who is absent the day before or the day after a holiday, or is absent on the holiday when scheduled, without the approval of the Supervisor prior to such absence.
- (c) Employees requested to work out-of-schedule on a holiday, in addition to one (1) day's pay, shall be paid at the premium rate of two (2) times the basic rate of pay for each hour so worked.

#### **SECTION 5: DUPLICATION OF OVERTIME OR PREMIUM PAY**

It is understood that overtime payments required under Section 1 and premium payments required under Section 2, 3, and 4 of this Article shall not be duplicated for the same hours worked.

#### **SECTION 6: COMPUTING OVERTIME AND PREMIUM PAY**

Any differentials applicable shall be added to the basic hourly wage for the purpose of computing overtime and premium payments. The scheduled tour determines whether or not a tour differential is to be added to the basic hourly wage.

#### **SECTION 7: CALL-OUT MINIMUM**

All call-out time for employees outside of the employee's regular scheduled working hours and not contiguous with scheduled time worked shall be paid the applicable rate of pay in accordance with the following:

For any such call-out made before 12:00 midnight or after 6:00 a.m., shall not be less than would be paid for one (1) hour of work at the rate of one and one-half (1 1/2) times the basic rate of pay, except such call-out on Sundays and

Holidays shall not be less than would be paid for one (1) hour at the premium rate of pay. Or, if the call-out is made after 12:00 midnight and before 6:00 a.m., such call-out shall not be less than would be paid for two (2) hours work at the rate of one and one-half (1 1/2) times the basic rate of pay, except such call-out on Sundays and Holidays shall not be less than would be paid for two (2) hours at the premium rate of pay. It is understood and agreed that any subsequent recall within the same time period for which the employee will be paid Call-Out Minimum shall not be treated as a second or third call out. All time actually worked in excess of the first two (2) hours of the call-out rate shall be paid at the appropriate premium rate.

**SECTION 8: REGULAR TIME NOT LOST BY OVERTIME**

No employee shall be required to take regular time off for any overtime worked in a scheduled work week.

**SECTION 9: EQUALIZE OVERTIME**

The Company will make every reasonable effort to equalize overtime among the employees engaged in similar work or making up a recognized work group. Records of such overtime will be kept by the Company and will be available for inspection by representatives of the Union.

**SECTION 10: OVERTIME AND PREMIUM PAY FOR OTHER THAN FULL TIME EMPLOYEES**

Employees classified other than regular full time employees are not entitled to out-of-schedule payments for other than changes to scheduled hours. However, they shall receive overtime pay for all hours worked in excess of forty (40) in any one week in accordance with Section 1 of this Article.

**SECTION 11: MEAL/BOARD AND LODGING ALLOWANCE**

- (a) If an employee is required to work **eleven (11)** or more consecutive hours in any one day he or she shall receive a meal allowance of **\$7.00**. R
- (b) An employee when working away from his or her permanent location, at the convenience of the Company, shall continue at his or her regular location wage rate. He or she shall be entitled to receive a partial per diem for meals and personal laundry of **\$36.00 (2/1/09), \$38.00 (2/1/10)**. He or she shall also be entitled to receive Company paid lodging. However, upon approval of the Company, the employee may elect to commute to the job location. The first day travel to the job shall be by Company vehicle on Company time. Upon completion of the job the employee shall return to his or her permanent location by Company vehicle on Company time. When commuting, the employee shall provide his or her own transportation and, with the exception of the first day of travel to the job and the last day of travel upon completion of the job, travel shall be on his or her own time. The employee's election as to lodging or daily travel shall not affect the partial per diem as described above. R
- (c) Employees working out of town shall be permitted to return to such town for lunch only if they can return to such town and report back to the job in one (1) hour. If the employee cannot return to such town and report back on the job in one (1) hour, it shall be the responsibility of the employee to carry his or her own lunch. Prior agreement must be reached between the employee and the supervisor to take a thirty (30) minute lunch period.

## **SECTION 12: TRANSPORTATION**

- (a) For employees working until 10:00 p.m. or later, the Company will furnish transportation to their homes within the city limits at the end of their work period; except the Company shall be relieved of this obligation in those places where no public transportation can be obtained.
  
- (b) When an employee is authorized to drive his or her private vehicle on Company business, mileage reimbursement shall be **according to the Embarq Employee Travel and Expense Policy, but not less than thirty-two (\$.32) cent.** However, such reimbursement expenses may not exceed the cost the Company would have normally incurred had the employee traveled by the customary public transportation available to the employee. R

## **SECTION 13: TRAINING SCHOOL ASSIGNMENTS**

Employees who incur travel and subsistence expenses due to a training assignment shall be reimbursed in accordance with this section of the Labor Agreement. Reimbursement is for certain normal and reasonable expenses incurred due to the necessity of being away from home overnight for the purpose of training. It is not intended to provide full reimbursement for all personal expenses incurred by the employee.

## **SECTION 14: EMPLOYEE EXPENSES**

- (a) For each day of training requiring an employee to stay overnight, a fixed per diem amount of reimbursement is set at **\$36.00 (2/1/09), and \$38.00 (2/1/10).** The per diem allowance is intended to provide reasonable reimbursement for meals and laundry. Employees attending training in Kansas City and who are authorized to commute will receive a fixed per diem of **\$36.00 (2/1/09), and \$38.00 (2/1/10)** for each day of training and will be reimbursed for mileage for the trip to the training location on the first day of training and for the trip to return home on the last day of training. See Section R

16 for employees enrolled in training programs for four (4) weeks or longer.

- (b) Due to the location of the training site, it may become necessary to provide reimbursement based upon reasonable receipted actual expenses. With approval from the employee's supervisor these expenses shall be reimbursed in accordance with the **Embarq** Employee Travel and Expense Policy. R
- (c) Reasonable receipted expenses incurred on travel days are reimbursed in accordance with the **Embarq** Employee Travel and Expense Policy. R
- (d) When employees are required to attend training within the district away from their normal exchange area, noon meals will be reimbursed not to exceed **\$7.00**. R
- (e) All other expenses, including lodging, rental cars , and telephone expenses, shall be reimbursed in accordance with **Embarq** Employee Travel and Expense Policy. R

## **SECTION 15: TRAVEL TO AND FROM TRAINING LOCATION**

- (a) The actual cost, by the most suitable means of public transportation, is reimbursed in accordance with the **Embarq** Employee Travel and Entertainment Reimbursement Financial Practice. This would include public transportation to and from the training location, authorized intermittent return trips and local transportation while at the training location. R
- (b) An employee may be authorized to drive his/her private vehicle. The total reimbursable amount for travel time pay, mileage and other associated expenses, such as toll road fees, shall not exceed

costs normally incurred when utilizing the mode of transportation designated by management. Personal vehicle mileage will be reimbursed **according to the Embarq Employee Travel and Expense Policy, but will not be less than thirty-two (\$.32) cents** and based on the most direct highway route.

- (c) If a company vehicle is provided, enroute expenses not charged to the vehicle credit card system such as gas, oil, and emergency repairs or toll road fees are reimbursable.
- (d) The employee is responsible for providing receipts in accordance with the **Embarq Employee Travel and Entertainment Reimbursement Financial Practice**.
- (e) Normally, the employee is expected to actually drive (excluding the lunch period) no more than eight (8) hours each day. If the employee has not reached his/her reporting or home location after eight (8) hours, the employee is authorized up to an additional three (3) hours of paid driving time if the employee so elects. However, for safety reasons an eleven (11) hour work day is the maximum authorized.
- (f) Employees released from training four (4) or more hours prior to their commercial carrier departure, are expected to make a reasonable effort to reschedule their departure arrangements permitting an earlier departure and return trip home.
- (g) Paid work hours for travel to and from a training site shall be limited to the hours required to reach the site by Commercial Carrier. This shall include no more than one hour waiting time prior to any commercial carrier departure.

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- (h) Upon arrival at the employee's home or work location the employee is expected to report to his/her supervisor or work location to finish a normal work day. However, if this day is an overtime day, the employee's time would stop upon reaching his/her home location.

**SECTION 16: TRAVELING FROM TRAINING LOCATION TO HOME BEFORE COMPLETION OF TRAINING SESSION**

- (a) Employees enrolled in training programs four weeks in length are reimbursed for the expenses of a return home visit on the second weekend, or with advance management approval, the spouse may visit the training location.
- (b) Employees enrolled in training programs five or more weeks in length are reimbursed for the expenses of a return home visit every third weekend, or with advance management approval, the spouse may visit the training location.
- (c) If the employee prefers to have the spouse visit the training location as an alternative to the return home visit, the travel expense for the spouse is reimbursable only when specifically approved in advance. Reimbursable transportation expenses for the spouse are the same as for the employee.
- (d) All other trips to and from home or any other destination are at the employee's expense.

**SECTION 17: EXPENSE REPORTS**

The employee is responsible for reporting expenses and providing receipts in accordance with the **Embarq Employee Travel and Expense Policy**. R

**SECTION 18: LODGING**

- (a) Lodging will be provided on a single room basis for each employee. Double room accommodations, if desired, may be arranged. Such arrangements should be requested through the employees' supervisor. The supervisor should note any special requests or requirements on the Employee Training Request.

**SECTION 19: LOCAL TRANSPORTATION AT TRAINING CENTER**

- (a) Company pool vehicles may be provided, when available, for local transportation and/or other arrangements may be made to transport students to and from the Training Center and the motel.
  
- (b) Arrangements for local transportation should be made prior to attending out-company training sessions. This may require advance arrangements for rental vehicles. If approved, rental vehicles are to be economy, compact type vehicles. Management shall determine the need for local transportation depending on training location, length of course, and number of students attending.

**SECTION 20: EXCEPTIONS**

- (a) On certain rare occasions an exception to the above provisions may appear to be necessary. No employee is permitted to make any exceptions without proper advance approval. Any exceptions that may involve additional monetary reimbursement must be supported by receipts. Supervisors are cautioned not to make individual exceptions until proper authority, in accordance with Company accounting procedures, is obtained.

**SECTION 21: STANDBY**

- (a) Employees in each of the job titles listed in Appendix A, in each Area, can be required to be on standby during the non-scheduled work hours. Standby employees must be available twenty-four (24) hours a day to respond to a call and for emergency work. **During periods of standby the employee may, with management approval choose to use a vehicle for business purposes only. The vehicle must be kept at the employees place of residence and parked off the public street when possible.** N
  
- (b) The employee must be within 45 miles of his/her reporting location at all times while on standby. The employee must maintain telephone contact with the standby supervisor so that if a call out is required, the supervisor is aware of the phone number to be used to contact the standby employee. Failure to meet this requirement may result in forfeiture of any standby compensation for hours over and above actual hours worked that day.
  
- (c) Time paid for being on standby required under this section shall not be considered as work time for the computation of overtime. **Standby pay shall be in addition to any compensation received for the actual call-out(s).** N
  
- (d) **Weekend (Friday 5:00 p.m. through Monday 8:00 a.m.) \$120 will be paid for this time period. In the event that this standby period begins/ends on a holiday, this period would be extended into the previous/next work day commencing at 5:00 p.m. or concluding at 8:00 a.m. (an additional \$37 will be paid for this time period).** N

- (e) **Full Week (7 day) Standby Coverage – (8:00 a.m. to 8:00 a.m. – beginning and ending on the same day of the week, i.e., Monday to Monday, Tuesday to Tuesday, etc.) \$189 will be paid for this time period. In the event that this standby period begins/ends on a holiday, this period would be extended into the previous/next work day commencing at 5:00 p.m. or concluding at 8:00 a.m. (an additional \$37 will be paid for this time period).**
- (f) **Day Standby Coverage (24 hour coverage) - \$37 will be paid for this time period. (Midnight 12:01 a.m. to Midnight 11:59 p.m.)**
- (g) **Weekday/Special event Standby Coverage (15 hour standby coverage 5:00 p.m. through 8:00 a.m. during scheduled workday) - \$23 will be paid for this time period.**
- (h) **Mid-weekday/Special event Standby Coverage (5:00 p.m. through 8:00 a.m. [39 hour coverage] non-scheduled workday) - \$60 will be paid for this time period.**
- (i) **Holiday. Any standby period that includes a holiday - \$30.00 additional will be paid.**
- (j) Standby time will be posted with the normal work schedule in accordance with Article XI, Section 7. Standby shall be on a voluntary basis, provided a sufficient number of employees in the job title within the work group volunteer to be on standby. If there are not enough qualified volunteers to meet the standby requirements in any workgroup, management shall assign standby on a rotation basis by job title within each work group. Such assignment shall be in inverse seniority order.

- (k) Employees not in a standby status who are called out to work will be paid in accordance with Article XI, Section 7 above.

**ARTICLE XIII  
HOLIDAYS**

- (a) Holidays to be observed are:

New Years Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

  - 1 year service but less than 2 years - 5 personal days
  - 2 years or more service - 8 personal days
- (b) For employees with less than one year of service, personal days shall be earned at a rate of ten (10) hours per quarter. Employees must be employed by the Company on the first working day of the quarter to be eligible for that quarters personal days.
- (c) When any of the holidays named falls on Sunday, the holiday shall be observed on Monday for both scheduling and pay purposes. If the holiday falls on Saturday, the holiday shall be observed on Friday for both scheduling and pay purposes.
- (d) In scheduling work on holidays, the Company will make every effort to see that holiday work is distributed as equally as possible among the employees. Employees scheduled on a holiday shall be done on a rotational basis.
- (e) During a week a holiday falls, the Company will make every effort to only schedule four (4) days excluding the holiday, therefore, providing the employee the holiday off with pay where service requirements permit.

- (f) Deferred Fixed Holiday. When work is available due to service requirements, and is agreeable with management, employees may elect to work a fixed holiday, at straight time and defer said holiday to a floating holiday to be taken at a later date, pending management approval. All deferred holidays must be taken during the current calendar year and may not be carried over to the following calendar year.

## **ARTICLE XIV VACATIONS**

### **SECTION 1: VACATION ELIGIBILITY**

**Vacation** with pay shall be granted during the calendar year to each employee who has performed work for the Company as follows:

- (a) One (1) week vacation to any such employee who will complete one (1) year of service within the calendar year.
- (b) Two (2) weeks vacation to any such employee who will complete two (2) or more years of service within the calendar year.
- (c) Three (3) week vacation to any such employee who will complete five (5) years or more of service within the calendar year.
- (d) Four (4) week vacation to any such employee who will complete fifteen (15) years or more of service within the calendar year.
- (e) Five (5) weeks vacation to any such employee who will complete twenty-five (25) years or more of service within the calendar year.

- (f) An employee not qualifying for full vacation eligibility because of a leave of absence shall have his/her vacation allowance adjusted in the next calendar year. The vacation allowance shall be prorated in proportion to the number of work days missed during the leave period.

## **SECTION 2: VACATION WHEN LEAVING SERVICE**

Employees who leave the service of the Company for any cause, after becoming eligible for vacation and before having been granted same for the current year, shall be allowed full vacation pay in addition to wages or other compensation due at the time of leaving the service of the Company. If an employee's termination date is December 26 through December 31, such employee is eligible to receive pay for vacation time which would have otherwise been taken during the succeeding calendar year.

## **SECTION 3: VACATION PAY**

Regular employees granted vacation shall be paid at their basic rate of pay plus applicable differentials but such pay shall not be less than 40 hours per week for any full-time employee. Total hours of vacation pay for regular part-time employees shall be the average hours worked by the employee granted the vacation during the four pay periods closed and calculated immediately preceding the vacation period. When a holiday occurs during an employee's vacation, the employee shall be granted holiday pay or the **vacation** day moved to either end of the vacation period or, as approved by management, an additional vacation day later in the year requested by the employee.

## **SECTION 4: CUMULATIVE VACATIONS**

Vacation Carryover - Up to a maximum of one week (40 hours) of vacation may be carried over to the following calendar year, and must be used by **June 30th**. Carry-over vacation is not cumulative.

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**SECTION 5: WORKING DURING AND SCHEDULING OF VACATION**

- (a) Employees who work at the direction of Management during the time scheduled for vacation shall have the vacation period rescheduled, and receive time and one-half (1 1/2) the basic hourly rate for all time worked.
- (b) Scheduling of vacation shall be according to seniority. **Carried over vacation days shall be chosen after full weeks and day at a time selections.** The actual days to be scheduled on a day-at-a-time basis shall be elected after all employees have had an opportunity to select their full weeks of vacation by seniority. Seniority in the choice of a vacation period or periods may only be exercised once. R
- (c) Full week vacation shall usually start on the first of the calendar week and employees may split vacation into periods of one (1) week.
- (d) Day-at-a-time vacations may be elected during the vacation selection period by seniority or selected later in accordance with paragraph (b).
- (e) Vacation preference selection schedules for the following year shall be offered by Management no earlier than September 1st each year and must be completed by December 15th.

**SECTION 6: VACATION RESTRICTIONS**

The number of employees on vacation at any one time shall be decided in each instance by the Company, giving due consideration to requirements of the service.

**SECTION 7: VACATION YEAR**

The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

**SECTION 8: FUNERAL LEAVE WHILE ON VACATION**

If the death of a family member as outlined in Article VIII Section 5(a) occurs while employees are on a scheduled vacation, those days remaining eligible for funeral leave "for the day of the death to, and including, the day after the funeral, not to exceed five (5) days," shall be changed to funeral leave as of the date of Company notification of the death. This change does not imply nor permit the changing of scheduled vacation once started to sickness time should the employee become ill while on vacation.

**ARTICLE XV  
SENIORITY**

**SECTION 1: PURPOSE**

It is recognized that seniority rules are intended to provide maximum job protection for workers with the longest service, and to eliminate opportunities for favoritism and discrimination in employment by utilizing an objective measurement, length of service to determine the allocation of jobs.

**SECTION 2: ESTABLISHMENT**

- (a) Seniority shall be the relative status of employees in respect to length of service with the Company. Length of service for full-time regular employees shall be the total service with the Company, unbroken by discharge, in accordance with terms of this Agreement. Seniority between employees whose length of service is equal shall be determined by age, the employee oldest in age shall be deemed to have the greater seniority. **Seniority for new employees hired on the same date on and after September 7, 2007, will be determined by using the last four digits of the employees' social security numbers with the higher number being more senior.**

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- (b) Employees who transfer or are hired directly into this bargaining unit, who were covered by another bargaining agreement at a **Embarq/United** Company, shall retain the seniority date they held at the former Company and that date shall become the seniority date within this Company. **R**
- (c) The employee's seniority date shall not be used to determine the level of employee benefits. The employee benefits shall be determined based on the employee's System Service Date established by the Company, bridging of service shall be in accordance with Article III, Section 6 of this agreement.
- (d) Seniority date of the employee shall be considered in layoffs, recalls, filling of vacancies if qualified for such vacancies, vacation scheduling, overtime distribution within the work group assignment, selection of work schedules within the work group assignment.

**SECTION 3: SENIORITY DURING ABSENCES**

Unless otherwise provided, no additional time shall accrue to an employee when absent over thirty (30) days on leaves of absence for which no payments are made and during layoffs.

- (a) When the absence is a layoff under Article V, Section 2 hereof, no seniority shall accrue after thirty (30) days absence but service shall be bridged for a permanent employee if reengaged as follows:

<b>NET CREDITED SERVICE AT TIME OF LAYOFF</b>	<b>LAYOFF TO BE CONSIDERED TEMPORARY IF EMPLOYEE IS REENGAGED WITHIN</b>
0 to 1 year	1 year
2 years	2 years
3 years	3 years
4 years	4 years
5 years	5 years

- (b) No seniority shall be deducted during the period of time an employee is on an approved Military Leave of Absence as Prescribed by Federal Law.

#### **SECTION 4: BRIDGING SENIORITY**

An employee who has had previous seniority with the CWA Local 6372, and who completes one (1) year of uninterrupted service, shall have his or her previous seniority bridged for all benefits listed under section 2(d) above.

#### **SECTION 5: SENIORITY RECORDS**

The seniority records shall be kept by occupational groups in each exchange area except such records for the Plant Group shall be on a Company wide basis.

#### **SECTION 6: SENIORITY WHEN TRANSFERRED OUT OF UNIT**

If any employee is transferred to a supervisory or other position so as to be excluded from the coverage of this Agreement, such employee shall retain his or her seniority in the position from which he or she was transferred and, in the event he or she shall be re-transferred to such position, shall resume the seniority which he or she had before transferring

#### **SECTION 7: SENIORITY WHEN TRANSFERRED IN THE UNIT**

Employees who have been transferred from one exchange area to another shall maintain and accumulate their seniority.

#### **SECTION 8: SENIORITY WHILE ABSENT ON UNION ASSIGNMENTS**

Any employee elected to a Union position or selected by the Union to do work which takes employee from employment with the Company shall upon written request of the Union, receive a leave of absence for the period of his service with the Union, and upon return shall be re-employed at his or her regular work or its equivalent, seniority permitting, and provided he or she is qualified for such work. Upon the

granting of such leaves of absence, the employee's seniority shall accumulate throughout the period of his or her leave of absence.

### **SECTION 9: SENIORITY DISPUTES**

In the event a dispute arises as to the seniority of two or more employees starting to work for the Company on the same date, the employee oldest in age shall be deemed to have the greater seniority. The Service records shall decide the order of employment of those employees involved in the dispute or conflict.

### **SECTION 10: SENIORITY LISTS**

The Company will prepare, quarterly, a seniority list furnishing two complete copies to the President of the Local Union. The list will contain names, occupational titles, seniority and service dates, locations, and Union dues being withheld.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

### **SECTION 1:**

A grievance shall be a complaint by any employee or group of employees for whom the Union is the bargaining agent, or by an authorized Union Representative.

- (a) The grievance shall contain a statement of the alleged complaint, will identify the aggrieved employee or group of employees, will list the provisions, if any, of the contract the grieving party feels have been violated and will state the remedy expected.

### **SECTION 2:**

- (a) Grievances shall be presented as prescribed in Section 3. Only those employees designated by the Union not to exceed three for time spent in any step of the grievance procedure prior to arbitration shall

be prevented by the Company from suffering any loss in pay. In the event the Local President shall be designated by the Union to participate in the grievance procedure, such officer shall be considered to be one (1) of the three (3) Union designees. If the Local President is designated by the Union to participate in a grievance procedure involving a member of Local 6372 in another **Embarq** Company and such officer is an employee of the Company, he or she shall be prevented by the Company from suffering any loss in pay. Each party has the right to change representatives within the limitations imposed in this Article.

- (b) When the grieving party fails to follow the time limits, the grievance will be considered dropped. Time limits may be extended by mutual consent.
- (c) After the grievance initiated under this Article has been referred to the Union, and the Company informed of this reference, the Company agrees that it will neither initiate nor participate in any discussion of the matter with the individual employees affected except in the presence of the Union representative.
- (d) Any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

- (e) Any complaint which is not reduced to writing by the Union shall be handled on an informal basis; provided however, that nothing in this Section shall preclude the Union and the Company from using any other mutually satisfactory and proper method of presentation, discussion, and disposition of complaints.

**SECTION 3:**

- (a) A grievance shall be handled in the manner as outlined below.
- (b) Step 1 - An employee or group of employees may present a grievance verbally to the immediate supervisor who has supervision over the work performed.
- (c) Step 2 - If the grievance is not resolved in Step 1 above, the differences shall be submitted in writing to the Manager of Operations, or the Manager of Operation's designated representative within forty-five (45) days of the alleged occurrence. A meeting will be held within fourteen (14) days after receipt of the request and a written decision given within fourteen (14) days after the meeting.
- (d) Step 3 - If the grievance is not resolved in Step 2 above, the differences shall be submitted in writing, to the Employee Relations Manager or his/her designated representative within twenty-one (21) days after the Director of Operation's written answer. A meeting will be held within fourteen (14) days after receipt of the request and a written decision given within twenty-one (21) days after the meeting.
- (e) If the grievance process does not satisfactorily settle the grievance, the Union may proceed to arbitration.

#### **SECTION 4:**

**Any grievance arising because of a discharge shall be commenced at Step 3 of the grievance procedure by filing a grievance in writing with the Employee Relations Manager or his/her designated representative within forty-five (45) days of the date the grievant is notified of her/his discharge. The Company shall give written notice to the Local Union President as soon as practicable.**

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### **ARTICLE XVII ARBITRATION**

#### **SECTION 1:**

In the event a satisfactory settlement has not been reached through the grievance procedure, then the grievance may be submitted to arbitration provided the grievance concerns:

- (a) The true extent and meaning of any specific provision or provisions thereof (except as such provision or provisions relate, either specifically or by effect, to prospective modification or amendments of such agreements), or
- (b) The application of any provision or provisions thereof to any employee or group of employees, and grievances arising from such application, or
- (c) The dismissal of any employee.

#### **SECTION 2:**

The party requesting arbitration must submit its request in writing within forty-five (45) days after the Company's final answer in the grievance procedures. This request will be signed by an authorized representative of the Union and sent to the American Arbitration Association with a copy to the company manager who provided the third (3rd) step grievance answer. This written request shall restate the grievance and the grieving party shall specify to the American Arbitration Association the issue or issues to be

arbitrated and shall request the American Arbitration Association to send a panel of five (5) arbitrators to the two (2) parties.

**SECTION 3:**

Within fourteen (14) days (unless mutually agreed to extend the time limits) after receipt of the panel of arbitrators, the parties shall meet to select an arbitrator. The arbitrator shall be selected in the following manner:

- (a) Determination of which party will strike first will be decided by lot. The party striking first will also strike third. The other party will strike second and fourth. The remaining name will be submitted to the American Arbitration Association as the arbitrator for the case.
- (b) When returning the name of the arbitrator, the Company and Union shall submit to the American Arbitration Association, the dates they are mutually available.
- (c) The arbitration shall be conducted under the then obtaining rules of the Voluntary Labor Arbitration Tribunal of the American Arbitration Association.

**SECTION 4:**

The cost of the arbitrator, meeting rooms and other items mutually used and agreed upon shall be borne equally by both parties. The Company agrees to compensate a maximum of three employees for time spent participating in arbitration proceedings either as a representative or as a witness. In the event the Local President shall be designated by the Union to participate in the arbitration proceedings, such officer shall be considered to be one of the three Union participants. If the Local President is designated by the Union to participate in an arbitration proceeding involving a member of Local 6372 in another Company in the **Embarq/United Telephone** – **R** Midwest and such officer also is an employee, he or she shall be prevented by the Company from suffering any loss in pay.

## **SECTION 5:**

The following general rules will apply:

- (a) An arbitrator may hear only one grievance at a time unless otherwise agreed to in writing by both parties.
- (b) The language of this Agreement is controlling. The arbitrator shall have no authority to add to, subtract from, or to amend in any way the express terms of this Agreement or any written mutually executed supplement or amendment hereto. The arbitrator shall confine his award to a determination of only those issues as are necessary to decide the grievance submitted. He shall have authority to render a final and binding decision with respect to the dispute brought before him.

## **SECTION 6:**

**Any awards of back wages by an arbitrator shall be limited to the amount of straight time wages at the employee's base rate the employee would otherwise have earned from her/his employment with the Company during the period involved, less any unemployment compensation or other compensation for employment that the employee may have received from any source during that period, provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as vacations) for more than eighteen months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.**

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## **ARTICLE XVIII TOOLS**

- (a) The Company will furnish, without cost to employees, all tools necessary for the performance of their duties.
- (b) Employees who are furnished tools by the Company will be held responsible for the proper use and care of such tools, and will be held to accounting of all tools at the time of replacement of, or upon termination of service with the Company.
- (c) Tools furnished to employees by the Company, which become broken or worn out through normal wear, will be replaced by the Company without cost to the employees.
- (d) Tools furnished to the employees by the Company which are lost or stolen will be replaced by the Company without cost to the employees, except in cases of employee negligence.
- (e) The Company reserves the right to inspect all tools, and to condemn for further use any tool which is found to be unsafe or unfit.
- (f) Employees will continue to use their present tools until such tools are, or become worn out, lost or otherwise not useable, at which time the Company will furnish tools that need be replaced.
- (g) The Company will specify the quantity, kind, type and make of tools furnished to each employee.

## **ARTICLE XIX WAGES**

### **SECTION 1: INTENT**

It is the intent of the parties to secure and sustain maximum productivity per employee during the term of this Agreement. In return to the Company for the wage increase and other conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union re-emphasizes its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort.

### **SECTION 2: WAGE RATES**

- (a) The wage rates shall be as set forth in Appendices, attached hereto and made a part hereof, and shall prevail during the effective term of this Agreement unless changed in accordance with the provisions set forth in this Agreement. Rehires or employees who have had experience with other companies may be given credit for previous service for pay purposes only according to the local management's judgment as to the value of such service.
  
- (b) **PAY TREATMENT FOR PROMOTIONS.**
  - 1. See Article VII, Section 9, paragraph (b) (3), for employees in Classes 1 through 2 being promoted to a higher classification.
  
  - 2. Employees in all other classifications being promoted to Classifications 1 through 3 shall be placed on the first progression level which represents an increase over the employee's current wage rate, however, the minimum increase shall be no less than fifteen cents (\$.15). An employee in progression will progress in the new classification as he or she would have in his or her former classification.

### **SECTION 3: JOB DESCRIPTIONS**

The Company agrees to furnish the Union with job descriptions for the job titles included in the job classification for which wage rates have been established by this Agreement, and to furnish the Union any modification of, or addition to, such description.

### **SECTION 4: NEW CLASSIFICATIONS**

In the event any new classifications are established during the period of this Agreement, the rate to be paid for that classification and the duties thereof shall be adjusted by mutual agreement between the Company and the Union.

### **SECTION 5: CLASSIFICATION FOR WAGE PURPOSES**

Employees who are assigned to a higher classification shall be paid **\$1.25** for each full hour of substitution when they substitute four or more hours in a day.

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### **SECTION 6: PAY DAY AND PAY METHODS**

- (a) Employees will be paid on a bi-weekly basis. Pay day for the two week calendar periods will be no later than the first Friday following the end of the bi-weekly, Sunday through Saturday, two calendar week periods unless prevented by circumstances beyond the Company's control. Payment shall be by direct bank deposit as authorized by the employee (effective 08/01/97). In the event the parties jointly agree to grant an exception to this provision, it shall be reduced to writing, and shall state the time period the exception is applicable.
- (b) The employee shall be provided a statement of earnings including all deductions from the employee's earnings which shall be listed on such statement. When an employee is discharged or laid off, or when an employee quits or resigns employment, all wages earned and unpaid will become due and payable as soon as possible.

## **ARTICLE XX UNIFORMS**

### **SECTION 1: UNIFORMS**

- (a) The Company will purchase uniforms for each regular full time employee, classified as Lineworker, Sr. Lineworker, Service Technician, Cable Splicer, COE Installer, Network Technician, Business Service Technician and Equipment Technician, when such employee has accumulated six (6) months of service.
- (b) Color and style of clothing will be standard. The Company logo will appear on shirts, tops, and jackets. The Company will replace various items of uniform clothing for the above listed positions on a yearly basis.
- (c) Ownership of an employee's Company clothing, will remain with the Company which may, at any time require the return of the clothing which is unrepresentable in its view.
- (d) Regular and all appropriate maintenance of an employee's Company clothing is the responsibility of the employee.
- (e) Employees are expected to report to work in Company clothing which has been properly maintained and is presentable in the Company's judgment.
- (f) Employee participation became mandatory 2-1-89. Employees are required to wear uniforms during all scheduled work hours.

1. New employees with six (6) months of service shall receive the following garments:

- 6 shirts
- 6 trousers
- 1 cap - winter
- 1 cap - summer
- 1 outer garment

- (g) The use of Company clothing outside of working hours is not intended. The clear intent of the Company is to provide uniforms for its employees to improve the public image of the Company.
- (h) For each employee participating in the uniform program, the Company shall provide credit, not to exceed **\$195.00 (2/1/09), \$205.00 (2/1/10) and R \$205.00 (2/1/11)**, for the purchase of approved garments through the Company authorized vendor. The employee must utilize this credit in full, sixty (60) days from the annual anniversary date of the Labor Agreement.
- (i) Additional garments in the Company color only, may be purchased by the employee if they desire to pay the full Company cost.
- (j) The Company shall have the right to cancel the uniform program upon thirty days written notice to the Union.

**SECTION 2: Uniform Pin**

**Employees will not be prohibited from wearing a button/pin on their uniform shirt or hat containing the Union name or insignia provided the button/pin:**

- (a) **Is no larger than 1 ¼” in diameter**
- (b) **Does not contain a message that is derogatory, offensive, inflammatory or political in nature.**
- (c) **Is approved by the Company prior to being worn**
- (d) **The button/pin does not cover the Company logo.**

**ARTICLE XXI  
TERMS OF AGREEMENT**

**SECTION 1: DURATION OF AGREEMENT**

This Agreement becomes effective on **February 1, 2009**, and shall remain in force and effect through **January 31, 2012**. It shall continue in full force and effect thereafter unless either party gives written notice within sixty (60) days prior to the termination date of this contract or any extension thereof to the other party of an intention to change specified terms of this Agreement upon the expiration of the term or any extension thereof. Service of any such notice shall be sufficient if addressed and mailed, or delivered, to the President or his designee for the Union and the Vice President or the Vice President's designee for the Company. Within thirty (30) days of said written notice representatives of the Company and the Union shall meet and commence negotiations for the purpose of negotiating with respect to such changes. Employees of the Company, not to exceed one (1) from each department, Customer Service, Network Installation, participating with Management in any of the proceedings described in this Section shall be prevented by the Company from suffering any loss in pay. It is agreed and

understood that if the Union designates the Local President to participate with Management in any of the proceedings described in this Section, and if the President is an employee, he or she shall be designated by the Union as one (1) of the departmental representatives. If the Union designates the Local President to participate in the bargaining of Local 6372 with another **Embarq** Company he or she shall be prevented from suffering any loss in pay if he or she is an employee of the Company.

## **SECTION 2: LAWS AFFECTING AGREEMENT**

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

## **SECTION 3: AMENDMENT**

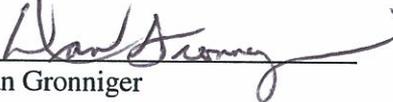
In the event the parties jointly desire to amend or modify this Agreement, it shall be reduced to writing, shall state the effective date and shall be executed in the same manner as in Section 1 of this Article.

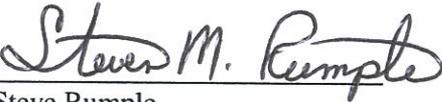
IN WITNESS WHEREOF, THE COMMUNICATIONS WORKERS OF AMERICA, AND UNITED TELEPHONE COMPANY OF KANSAS, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE OFFICERS AND AGENTS THEREUNTO DULY AUTHORIZED ON THE FIRST DAY WRITTEN.

**COMMUNICATIONS WORKERS OF AMERICA**

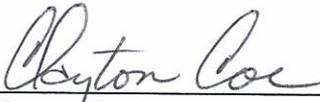
  
\_\_\_\_\_  
Aquilino J. Villegas  
CWA Representative

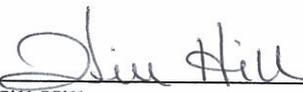
**UNITED TELEPHONE COMPANY OF KANSAS**

  
\_\_\_\_\_  
Dan Gronniger  
Manager – Labor Relations

  
\_\_\_\_\_  
Steve Rumble  
District Manager/Network Services

  
\_\_\_\_\_  
David Teeter  
Supervisor/Installation and Maintenance

  
\_\_\_\_\_  
Clayton Coe  
Supervisor/Workforce Management

  
\_\_\_\_\_  
Jill Hill  
Human Resource Manager

**APPENDIX A  
WAGE SCHEDULES**

<b>Schedule 1 (B05)</b>	<b>Mos.</b>	<b>Steps</b>	<b>Eff 2/1/09</b>	<b>Eff 2/1/10</b>	<b>Eff 2/1/11</b>
<b>Facility Assigner (UN205)</b>					
	0	Start	7.33	7.48	7.63
	6	Step 2	8.13	8.29	8.46
	12	Step 3	9.01	9.19	9.37
	18	Step 4	9.99	10.19	10.39
	24	Step 5	11.07	11.29	11.52
	30	Step 6	12.26	12.51	12.76
	36	Step 7	13.59	13.86	14.14
	42	Step 8	15.06	15.36	15.67
	48	Step 9	16.69	17.02	17.36
	54	Top	18.49	18.86	19.24

**APPENDIX A  
WAGE SCHEDULES**

<b>Schedule 2 (E05)</b>	Mos.	Steps	Eff 2/1/09	Eff 2/1/10	Eff 2/1/11
<b>Frame Attendant (UN158)</b>					
<b>Lineworker (CR088)</b>	0	Start	9.48	9.67	9.86
<b>Public Access Technician (UN435)</b>	6	Step 2	10.48	10.69	10.90
	12	Step 3	11.59	11.82	12.06
	18	Step 4	12.81	13.07	13.33
	24	Step 5	14.17	14.45	14.74
	30	Step 6	15.67	15.98	16.30
	36	Step 7	17.33	17.68	18.03
	42	Step 8	19.17	19.55	19.94
	48	Step 9	21.20	21.62	22.05
	54	Top	23.43	23.90	24.38

**APPENDIX A  
WAGE SCHEDULES**

<b>Schedule 3 (F05)</b>	Mos.	Steps	Eff 2/1/09	Eff 2/1/10	Eff 2/1/11
<b>Service Technician (CR144)</b>					
<b>Cable Splicer (CR098)</b>	0	Start	9.75	9.95	10.15
<b>Equipment Technician (UN386)</b>	6	Step 2	10.78	11.00	11.22
<b>Sr. Lineworker (UN164)</b>	12	Step 3	11.92	12.16	12.40
	18	Step 4	13.19	13.45	13.72
	24	Step 5	14.59	14.88	15.18
	30	Step 6	16.14	16.46	16.79
	36	Step 7	17.85	18.21	18.57
	42	Step 8	19.75	20.15	20.55
	48	Step 9	21.84	22.28	22.73
	54	Top	24.15	24.63	25.12

**APPENDIX A  
WAGE SCHEDULES**

<b>Schedule 4 (G05)</b>	Mos.	Steps	Eff 2/1/09	Eff 2/1/10	Eff 2/1/11
<b>Equipment Installer (CR033)</b>					
<b>Network Technician (CR145)</b>	0	Start	10.25	10.46	10.67
<b>Business Service Technician (ML073)</b>	6	Step 2	11.34	11.57	11.80
	12	Step 3	12.55	12.80	13.06
	18	Step 4	13.88	14.16	14.44
	24	Step 5	15.35	15.66	15.97
	30	Step 6	16.98	17.32	17.67
	36	Step 7	18.79	19.17	19.55
	42	Step 8	20.79	21.21	21.63
	48	Step 9	22.99	23.45	23.92
	54	Top	25.42	25.93	26.45

## **EMPLOYEE COACH DIFFERENTIAL**

Employees selected to serve in the capacity of “Coach” shall receive additional compensation of **\$2.00** per hour for such time worked in addition to their hourly wage rate. **R**

1. The position(s) of Coach shall be selected from those employees who have indicated their interest by notifying their supervisor of their desire to volunteer for a Coach position.
2. Selection for the Coach position(s) shall be through an interview process of those candidates who have indicated an interest. If more than one candidate possesses the qualifications, the selection will be by seniority.
3. The Company reserves the right in its sole discretion to remove or replace an employee from the position of Coach if the company determines the functions of Coach is not being satisfactorily performed.

## **EFFECTIVE DATES**

The rates of pay set forth herein shall be effective as designated above, and such wage increases shall not affect any progression which would otherwise have been applicable or the wage progression date of any employee.

1. The titles included in each classification of employees shall be as follows:

### **Schedule A. Facility Assigner**

Class 1. Frame Attendant, Lineworker, and Public Access Technician

Class 2. Service Technician, Cable Splicer, Senior Lineworker, and Equipment Technician

Class 3. Network Technician, Equipment Installer and Business Service Technician

**CHRISTMAS EVE AND NEW YEAR'S  
EVE DIFFERENTIAL**

Employees assigned to work tours ending after 7:00 p.m. and not later than 9:00 p.m. on Christmas Eve and New Year's Eve shall be paid an additional differential of **\$5.00** for each such tour worked. For tours ending after 9:00 p.m., including the all-night tours, on Christmas Eve and New Year's Eve, employees shall be paid an additional differential of **\$6.00** for each such tour worked. This payment shall be made in addition to the basic rate and any other payment applicable for assigned evening or night work.

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## **APPENDIX B**

### **CLERICAL JOB DESCRIPTION**

The following job description is furnished only for purposes of general job identification and is merely illustrative of some of the typical work operations presently assigned to the job classification. This description is not to be used for limiting or controlling work assignments or the manner in which the operations are performed. Employees assigned to any job classification may be assigned other work operations or duties including those enumerated for other job classifications.

### **FACILITY ASSIGNER**

Performs 2<sup>nd</sup> tier facility assignment responsibilities. Responsible for facility record updates, switch entry and clearing cut sheets on work completed for work order related activity. Assists in assignment of DSL requests. Performs record clean up function. Responsible for tracking delayed service orders and other generally related duties.

### **CUSTOMER SERVICE AND NETWORK INSTALLATION JOB DESCRIPTION**

The following job descriptions are furnished only for purposes of general job identification and are merely illustrative of some of the typical work operations presently assigned to the job classifications. These descriptions are not to be used for limiting or controlling work assignments or the manner in which the operations are performed. Employees assigned to any job classification may be assigned other work operations or duties including those enumerated for other job classifications.

## **CLASS 1:**

**FRAME ATTENDANT** - Places, removes and rearranges cross-connections on distributing frames in central office; performs maintenance routines on distributing frames; places and removes test leads; identifies cable pairs; prepares records and reports as required; performs other generally associated operations; and assists other craftsmen for training purposes.

**LINE WORKER** - Places, rearranges and removes pole lines, open wire, drop and block wire, all types of cable plant and conduit; performs preventative maintenance work as required to satisfactorily maintain such outside plant; prepares reports as necessary; and does other generally related work. Assists other craftsmen for training purposes or in cases of emergency.

**PUBLIC ACCESS TECHNICIAN** - Performs installation, maintenance, testing, and collection of public access products and services. Responsible for the security of coins and currency. Prepares and maintains records and reports as required and performs other generally related functions. Assists other employees for training purposes or in cases of emergency.

## **CLASS 2:**

**SENIOR LINE WORKER** - Performs the duties of line worker and is in charge of small crew, normally not to exceed a total of two persons, handling replacement and construction jobs including operating a heavy construction truck.

**SERVICE TECHNICIAN** - Install, rearrange and remove various types of station equipment to include multi-line apparatus (Key PABX) and associated wiring; locate and correct faults on such equipment and wiring; maintain pair gain device (subscriber carrier and repeaters); install, rearrange and remove central office cross connect wiring in conjunction with the above

facilities. Perform functions associated with exchange and interexchange outside plant cables where required to initiate or maintain service. Prepare and maintain records and reports as required and perform other generally related functions.

**CABLE SPLICER** - Splices and repairs various types of communication cable. Locates and corrects faults in cable conductors and cable sheath, including work as required for preventative maintenance; places cable and terminals when required; maintains cable under gas pressure; prepares records and reports as required; and performs other generally related operations.

**EQUIPMENT TECHNICIAN** - Performs installation, make arrangements and removals on COE, Toll PBX, and PABX and other types of equipment. Makes circuit and system tests per installation requirements and in conformity with test practices and procedures. Isolates and clears all faults in wiring and apparatus. Prepares reports and records and performs other generally related duties.

**CLASS 3:**

**NETWORK TECHNICIAN** - Perform routine maintenance operations on central office, power equipment, repeaters, carriers, PBX's, PABX's, toll terminals, and associated equipment and wiring; miscellaneous special equipment and associated wiring; place, remove, and rearrange cross connections on distributing frames in central office; perform maintenance routines on distributing frames; place and remove test leads; identify cable pairs; install, rearrange and remove PBX, PABX, miscellaneous special equipment, subscriber station, central office, and toll equipment; locate and correct faults in such equipment and wiring; install and maintain central office power plants; install, test, and maintain equipment associated with mobile, teletype, microwave and radio communication; prepare

records and reports as necessary, and handle other generally associated operations.

**EQUIPMENT INSTALLER** - Installs, rearranges, removes, circuit tests and system tests, central office, toll or large PBX and PABX equipment; locates and corrects faults in toll, central office equipment and other equipment; installs, tests and maintains microwave, mobile and radio communication equipment; prepares records and reports as required; and performs other generally related functions; may supervise and direct the work of other employees.

**BUSINESS SERVICE TECHNICIAN** - Installs, rearranges, and removes business customer's equipment including PBX's, PABX's, voicemail systems, integrated voice response systems, data equipment, LAN/WAN systems, video teleconferencing equipment, document imaging equipment, and other special data equipment and wiring as developed and identified. Performs routine maintenance operations and locate and correct faults in such equipment and wiring. Prepare records and reports as necessary and handle other generally associated operations. Assists other craftsmen for training purposes or in case of emergency.

## APPENDIX 1

### PENSION AGREEMENT

Between the United Telephone Company of Kansas  
and Local Union No. 6372 of the Communications  
Workers of America AFL-CIO

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 a part of this Agreement. Said Pension Plan 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. **R**

**SECTION 1: EMBARQ RETIREMENT PENSION PLAN** R

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 **February 1, 2009**. 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 Kansas represented by Local Union No. 6372 of the Communications Workers of America AFL-CIO 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 the provisions of 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. R

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 Kansas and Local Union No. 6372 of the Communications Workers of America 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 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.

**UNITED TELEPHONE COMPANY OF KANSAS – CWA 6372  
PENSION PLAN FLAT DOLLAR BENEFIT UNITS**

JOB CLASSIFICATION	WAGE SCHED	AGE											
		65-70	64	63	62	61	60	59	58	57	56	55	
		<b>February 1, 2009</b>			<b>TO</b>		<b>January 31, 2010</b>						
1.	Schedule 1	B05	39.90	37.90	35.90	33.90	31.90	29.90	27.90	25.90	23.90	21.90	20.00
2.	Schedule 2	E05	50.50	48.00	45.50	42.90	40.40	37.90	35.40	32.80	30.30	27.80	25.30
3.	Schedule 3	F05	52.10	49.50	46.90	44.30	41.70	39.10	36.50	33.90	31.30	28.70	26.10
4.	Schedule 4	G05	54.80	52.10	49.30	46.60	43.80	41.10	38.40	35.60	32.90	30.10	27.40
		<b>February 1, 2010</b>			<b>TO</b>		<b>January 31, 2011</b>						
1.	Schedule 1	B05	40.80	38.80	36.70	34.70	32.60	30.60	28.60	26.50	24.50	22.40	20.40
2.	Schedule 2	E05	51.70	49.10	46.50	43.90	41.40	38.80	36.20	33.60	31.00	28.40	25.90
3.	Schedule 3	F05	53.30	50.60	48.00	45.30	42.60	40.00	37.30	34.60	32.00	29.30	26.70
4.	Schedule 4	G05	56.10	53.30	50.50	47.70	44.90	42.10	39.30	36.50	33.70	30.90	28.10
		<b>February 1, 2011</b>			<b>TO</b>		<b>January 31, 2012</b>						
1.	Schedule 1	B05	41.70	39.60	37.50	35.40	33.40	31.30	29.20	27.10	25.00	22.90	20.90
2.	Schedule 2	E05	52.80	50.20	47.50	44.90	42.20	39.60	37.00	34.30	31.70	29.00	26.40
3.	Schedule 3	F05	54.50	51.80	49.10	46.30	43.60	40.90	38.20	35.40	32.70	30.00	27.30
4.	Schedule 4	G05	57.30	54.40	51.60	48.70	45.80	43.00	40.10	37.20	34.40	31.50	28.70

## APPENDIX 2

### EMBARQ SAVINGS PLAN

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Between the United Telephone Company of Kansas and Local Union No. 6372 of the Communications Workers of America AFL-CIO

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**

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- (a) The Company agrees to provide a means for employees to save for their retirement on a tax **deferred** 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.

### **SECTION 2: EMPLOYEE CONTRIBUTIONS**

- (a) Basic Contributions
1. Each Participant shall be allowed to have his wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in Appendix 2, Section 7. Such bi-weekly wage reductions 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".
  2. 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 2, Section 8. Such amount shall be known as “Supplemental Contributions”.

(c) **Catch Up Contributions**  
Effective April 1, 2009, 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 Employee Benefits Committee.

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*THIS SECTION WILL BECOME EFFECTIVE WHEN ALL EMBARQ UNITED LABOR AGREEMENTS INCLUDE THE FOLLOWING CONTRACT LANGUAGE:*

**SECTION 2A: EMPLOYEE CONTRIBUTIONS**

(a) *Each participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant’s wage on a pre-tax basis. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant’s account.*

(b) *The first six percent (6%) of the Participant's wage made on a bi-weekly basis shall be known as "Basic Contributions". The minimum Basic Contribution shall be one percent (1%) of the Participant's wage.*

(c) *Participant contributions made in excess of Basic Contributions, contributions greater than six percent (6%) of a Participant's wage, but not to exceed eighty percent (80%) shall be known as "Supplemental Contributions".*

*A Participant's "wage" means base pay and approved incentives earned during a payroll period and shall not include overtime pay, shift differential pay, severance pay or any other extra pay or compensation.*

*A Participant's current bi-weekly dollar amount of Basic and Supplemental Contributions will be converted to a percentage of their wage by dividing their total bi-weekly dollar amounts by their bi-weekly base pay. The resulting contribution percentage shall be rounded up to the next highest whole percent increment. For example, if a Participant's current bi-weekly dollar amount contribution equals five and one-half percent (5.5%) of such Participant's base pay, the resulting contribution percentage shall be rounded up to six percent (6%).*

*A Participant's current bi-weekly dollar amount of Catch-Up Contributions, if any, will be converted to a percentage of their wage by dividing their total bi-weekly dollar amount by their bi-weekly base pay. The resulting contribution percentage shall be rounded up to the next highest whole percent increment.*

### **SECTION 3: COMPANY CONTRIBUTIONS**

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**The Company shall contribute the Company matching contribution equal to twenty-five percent (25%) of the Participant's biweekly Basic Contribution as specified in Appendix 2, Section 8.**

### **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 anytime.

### **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.

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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 January 29, 2006 the Retirement Savings Plan will provide diversification options for the Company Contribution on the same basis that applies to non-represented employees.

*Note: When the parties reach agreement on the appropriate language changes, section references will need to be reviewed to insure accuracy.*

**SECTION 8. UNITED TELEPHONE COMPANY OF KANSAS - CWA 6372 SAVINGS PLAN**

**SAVINGS TABLES  
MAXIMUM EMPLOYEE CONTRIBUTION**

**BASIC**

**SUPPLEMENTAL**

<b><u>Schedules</u></b>	<b><u>Schedule Number</u></b>		<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>		<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>
Schedule 1	B05		88	90	92		1094	1116	1140
Schedule 2	E05		112	114	118		1388	1414	1444
Schedule 3	F05		116	118	120		1430	1458	1488
Schedule 4	G05		122	124	126		1504	1536	1566

### APPENDIX 3

#### KANSAS:

Exchanges included in the three (3) Kansas areas for bumping purposes in accordance with Article V, Section 3(b) (1) are as follows:

#### Southeast District

Altoona, Altamont, Baldwin City, Baxter Springs, Benedict, Blue Mound, Bucyrus, Buffalo, Burlington, Centropolis, Coyville, Edgerton, Fall River, Fontana, Fredonia, Galena, Gardner, Garnett, Gridley, Greeley, Kincaid, Lafontaine, Lane, Lebo, Leroy, Linwood, Lyndon, Mapleton, Melvern, Michigan Valley, Moran, Mound City, Mound Valley, Neosho Falls, Osage City, Osawatomie, Oswego, Parker, Piqua, Pomona, Princeton, Quenemo, Quincy, Richmond, Riverton, Scammon, Spring Hill, Thayer, Toronto, Waverly, Wellsville, Westphalia.

#### Northeast District

Alma, Alta Vista, Burlingame, Circleville, Delia, Denison, Easton, Effingham, Emmett, Eskridge, Fort Riley, Harveyville, Hiawatha, Highland, Holton, Horton, Hoyt, Junction City, Lancaster, Mayetta, Mclouth, Meriden, Morrill, Nortonville, Oskaloosa, Overbrook, Ozawkie, Perry, Powhattan, Rossville, Silver Lake, St. Marys, Troy, Valley Falls, Wathena, White Cloud, Winchester.

#### West/Central District

Abbyville, Alden, Arlington, Belle Plaine, Belpre, Buhler, Burrton, Claflin, Conway, Cunningham, Durham, Ellinwood, Ellis, Haven, Hesston, Hoisington, Hillsboro, Hudson, Inman, Langdon, Lehigh, Macksville, Murdock, Oxford, Partridge, Preston, Pretty Prairie, St. John, Sterling, Sylvia, Walton, Windom.

## **MEMORANDUM OF AGREEMENT**

As a result of Company actions, the Customer Representative, Customer Support Specialist, Operator and Storekeeper job titles are not necessary in this collective bargaining agreement.

In the event the Customer Representative, Customer Support Specialist, Operator or Storekeeper job titles are reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 1991-1994 or 2000-2003 Labor Agreements for the United Telephone Company of Kansas.

## **MEMORANDUM OF AGREEMENT**

The Company and Union agree that any service observations of employee performance shall be conducted during company established hours of operation. It is understood that the Company's sole intent in service observing employee performance is to evaluate levels of service provided to the customer by employees and take appropriate action to ensure continued high levels of service. Supervisory employees have the obligation to share evaluations of performance with the employee based on service observations in a reasonable amount of time.

## **MEMORANDUM OF AGREEMENT**

The Union and Company do hereby agree that should CWA offer a replacement option to the CWA Savings and Retirement Trust Plan, the two parties will meet to determine the plausibility of implementation of the new plan.

## MEMORANDUM OF AGREEMENT

When making decisions regarding the contracting of work in this highly competitive and dynamic business it is the Company's intention to consider the interests of its customers and employees, as well as the needs of the Company. The parties agree that during the life of this Labor Agreement the Company has the right to contract out any work associated with a capital work order that it deems appropriate, as long as it does not conflict with the provisions set forth under Article II, Section 5 (i). It is understood and agreed between the parties all capital work order activity shall be assigned on a unit basis, except Network Installation work. However, it is recognized that unforeseen circumstances relating to capital work orders assigned on a unit basis may cause a limited amount of work order activity to be performed on an hourly basis. The contracting of this work would not be subject to the grievance and arbitration provisions of the Labor Agreement, Article II, Section 5 (h).

The Company agrees that during the life of this agreement it will not relocate, in accordance with Article VII, Section 8, any employee currently performing capital work order activity as a direct result of using contractors to perform capital work order activity.

The parties further agree that the provisioning, installation, and maintenance of DSL services will be assigned to qualified bargaining unit employees during the life of this Agreement under the following conditions: The Company will identify locations and number(s) of employees to be trained and certified on DSL installation.

- (a) The Company will identify locations and number(s) of employees to be trained and certified on DSL installation.

- (b) The Company will select the individual(s) who will receive the training and certification based on interest and aptitude (as demonstrated through skills testing). If two or more individuals are deemed to be equally qualified based on the skills testing, seniority shall prevail.
- (c) The Company still retains the right to contract out DSL work in emergencies, special promotions, or (peaks not exceeding 60 days, unless mutually agreed upon between the parties) and in accordance with Article II, Section 5 (i).

This Memorandum of Agreement will expire effective January 31, **2012** unless it is extended by mutual agreement between the parties.

**R**

### **MEMORANDUM OF AGREEMENT**

Recognition and/or Incentive Programs - At the sole discretion of the Company, voluntary 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.

## MEMORANDUM OF AGREEMENT

As a result of the Company's actions to remove the Customer Representative job title in former agreements, the parties agree there is no longer a need for the Pay for Performance language covered under Article X, Section 8.

In the event the Customer Representative job title is reinstated, it is understood and agreed that the Pay for Performance language contained in Article X, Section 8, will become an active provision under the current labor agreement as soon as administratively feasible.

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