

WAGES AND WORKING CONDITIONS AGREEMENT

BETWEEN

**QWEST CORPORATION
QWEST BUSINESS RESOURCES, INC.**

AND

COMMUNICATIONS WORKERS OF AMERICA

AGREEMENT

Effective on this date, August 14, 2005, the Communications Workers of America (hereafter the "Union") and the administrative units and component entities of Qwest Corporation and Qwest Business Resources, Inc., which have employees presently represented by the Union, (hereafter collectively referred to as the "Company" or "Qwest") agree as follows.

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PREAMBLE

The Agreements of August 13, 1989, between the Union and the Company, superseded any and all past practices, policies, or procedures, either oral or written, which existed between the parties prior to the date of those Agreements. This Agreement between the Union and the Company continues the effect of that understanding and will govern the relationship between the parties during its term. No modification to this Agreement shall be effective unless signed by the parties.

DEFINITIONS

Agree	When used in the context of non-mandatory subjects of bargaining, the parties will strive for consensus on a particular issue, after making a good faith effort during a reasonable period of time. If, however, the parties do not reach agreement on an issue, the Company may move forward and implement its decision. The Union may pursue its concerns through the applicable processes.
Basic Wage Rate	The rate of pay, exclusive of all differential or premium payments.
Calendar Day	Shall be one which starts during the period of time at or after midnight and ends prior to midnight of that calendar day.
Calendar Week	Seven (7) consecutive days, Sunday through Saturday.
Contracting	Contracting shall refer to work performed by contractors, sub-contractors, vendors, or leased workers.
Contractors	Contractors shall refer to contractors, sub-contractors, vendors, or leased workers.
Discuss	The Company will offer the Union the opportunity to review pertinent data and openly discuss questions or concerns. The Company will consider and respond, as appropriate, to matters raised by the Union.
Equivalent Work Week	The result of a formula that is used to determine the applicable pay eligible Regular and Seasonal Part-Time employees receive for contractually authorized holidays, vacations, personal time, sickness absence and separation payments.
Incidental Overtime	Incidental overtime is defined as the amount of overtime an employee needs to complete their final work assignment of the day. Examples would include employees clearing the queue and/or completing the ticket/order being worked on at the end of their normally scheduled tour. Incidental overtime will not exceed one (1) hour.
Mandatory Overtime	Mandatory overtime is defined as overtime that employees are required to work as determined by the Company.
Needs of the Business	Any and all requirements deemed necessary to manage the business as determined by the Company.
Organization	Identifiable divisions as defined by the Company that provide products and services to specific customer markets and/or provide specific services and technical support.
Primary Reporting Place (PRP)	Any site or location designated by the Company and used to determine the appropriate travel time, expense treatment and transportation allowances when an employee is temporarily assigned to work at a different site or location.
Prorated	That which has been divided or distributed proportionately.
Review	The Company will provide advance information about an issue to enable the Union to understand the topic/plan and to communicate such information to its membership, if appropriate.
Schedule	The working hours and days of the week which an employee has been assigned.
Session	One-half (1/2) or approximately one-half (1/2) a tour prior to or following a meal period.
Split Tour	A tour with unpaid intermissions of more than one (1) hour but not greater than five (5) hours. A split tour will not span more than thirteen (13) hours.
Term of Employment (TOE)	Length of service (employment) as determined by the Company and as defined in the Qwest Pension Plan for employees covered by this Agreement.
Time Paid/Not Worked	When applicable, primarily includes: vacation time, personal time, Organization personal time, contractually authorized holidays, short term disability, incidental illness, and authorized Company/Union meeting time.
Tour	An employee's scheduled or assigned hours on a particular calendar day.
Voluntary Overtime	Voluntary overtime is defined as overtime as assigned by the Company that the employee agrees to work.

ARTICLE 1

RECOGNITION AND RESPONSIBLE RELATIONSHIP

RECOGNITION

Section 1.1 The Company recognizes the Union as the exclusive representative of ALL Company employees in the job titles listed in Addendum 5 of this Agreement in the locations listed in Addendum 6 of this Agreement for purposes of collective bargaining in respect to rates of pay, hours of work and other terms and conditions of employment. For purposes of this recognition, the Union shall continue to represent those employees who were represented by the Union at the time of entry into this Agreement or who thereafter hold a presently represented job title within the unit presently represented by the Union. By the recognition described in this paragraph, the parties do not intend to expand, diminish, or alter the Union's current scope of representation.

JOB TITLES AND JOB BRIEFS

Section 1.2 No job titles will be added to or deleted from this Agreement without Union agreement except for the addition of job titles as described in Article 6. Discussion shall occur with the Union prior to the depopulation of a job title recognized under Section 1.1. In addition, all changes to the job briefs maintained by the Staffing group shall be discussed with the Union prior to implementation. If the Union requests a job analysis as set forth in Article 6 as a result of such a change, and it meets the job evaluation criteria, the Company shall perform such an analysis.

MOVEMENT OF WORK

Section 1.3 Work (job duties/functions) performed by represented employees will continue to be modified and change due to the implementation of new technology and/or the restructure of work processes. These changes have the potential to modify, eliminate and/or combine the work presently performed by represented employees with the work presently performed by non-represented Qwest employees. Qwest maintains the right to assign work, but agrees that when restructure and/or technology changes result in the potential for work presently performed by represented employees to be moved to Qwest non-represented employees the Company shall make decisions regarding such movement of work that do not violate the following principles:

- (1) CWA acknowledges that the implementation of new technology and/or reorganization of work have the potential to cause work to be eliminated or absorbed into the work of represented or non-represented employees (e.g., clerical employees processed paper time sheets; now most employees directly report time to payroll using a telephone). These types of work changes do not fall under the scope of this Section.
- (2) Work performed by a title(s) recognized under Section 1.1 that remains similar or the same will remain as work performed by represented employees unless:
 - (a) there is a permissible movement of work under any other principle in this Section;
 - (b) there is a business need to reallocate work that is currently allocated between represented employees and non-represented employees (such as we currently have in Small Business where represented and non-represented employees handle customer sales based on size or other differentiating factors) and the reallocation does not directly result in a surplus; or
 - (c) After a good faith review of relevant circumstances, it is agreed between the Company and Union at the Bargaining Agent level that the movement of work is appropriate.
- (3) Work performed by title(s) recognized under Section 1.1 that remains essentially the same after the implementation of new technology (e.g., employees would be performing essentially the same work, but with a new computer system) shall continue to be performed by represented employees, and represented employees will be trained on the new technology.
- (4) When the contemplated movement of work is driven by a reorganization and/or a technology change that will result in work performed by represented employees being combined with work performed by non-represented Qwest employees, the group (either represented or non-represented) that performed more than half of the work of the changed position prior to the reorganization shall perform the combined functions, subject to any National Labor Relations Act (NLRA) limitations.
- (5) In situations where there are parallel work functions; i.e., both bargaining unit and non-bargaining unit employees are performing the same work or different subsets of the same work (e.g., represented employees perform desktop support for one Organization but not another Organization), an analysis shall be conducted to determine which group can best perform the work emphasizing a goal of not diminishing the bargaining unit.

In order to further these commitments, The Executive Work Council (EWC) will be created as outlined in Addendum 3. The EWC shall review any restructure and/or technological change initiated by the Company prior to implementation that could result in a significant

amount of work performed by represented employees being moved to Qwest non-represented employees. A significant amount shall be defined as the movement of five (5) or more employees' work to Qwest non-represented employees. However, CWA reserves the right to challenge through the EWC process, including arbitration, the significant movement of work to non-represented Qwest employees that occurs over a period of time if it is not brought to the EWC by the Company. Situations not contemplated by the above referenced principles or that may create a potential conflict between two principles will be resolved by the EWC.

ORGANIZING AND NEUTRALITY

Section 1.4 The Company agrees to remain neutral during any organizing campaign of employees eligible for union representation under the NLRA. This means that the Company will not hold any captive audience meetings, and when responding to inquiries, will only advise employees that it is an individual employee's choice to support or not support the Union's organizing efforts and/or join or not join the Union. The Company, including its supervisors, will not take any action or make any statements that will state or imply any opposition by the Company to the selection by such employees of a collective bargaining agent. The Union agrees that information distributed (verbally or in writing) will contain accurate information that is not disparaging towards the Company or any of its employees and that it will not attempt to organize any employees in the Human Resources, Labor Relations, or Legal departments.

The Company agrees that when non-represented employees of the Company who perform duties similar to currently represented employees choose representation by CWA as a result of organizing efforts, the Company shall apply this Collective Bargaining Agreement except as to provisions which the Company can establish would cause it financial hardship if implemented for this newly represented group of employees. As to such provisions, the parties will meet and negotiate to resolve such financial hardships.

In other instances in which employees of the Company choose representation by CWA as a result of organizing efforts (e.g., the Union has organized employees who worked for an acquired company or who do not perform work that is similar to that of existing represented employees), the Company shall apply the grievance/arbitration procedures and other administrative provisions of this Collective Bargaining Agreement to these newly represented employees unless otherwise agreed. In addition, the Company will perform a good faith evaluation of whether these employees can be represented under the remaining terms and conditions of this Collective Bargaining Agreement in a cost effective manner. If so, the employees will be represented under the terms and conditions of this Collective Bargaining Agreement. Otherwise, the Company and Union will meet and negotiate an appropriate Addendum that could modify work rules, benefits, or other terms and conditions of the Agreement for those employees in such a manner that economic requirements can be met.

RESPONSIBLE UNION-COMPANY RELATIONSHIP

Section 1.5 The Company and the Union recognize that it is in the interest of both parties and the employees that all dealings between them be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union will apply the terms of the Agreement in accordance with the bargained for intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

SUCCESSORSHIP

Section 1.6 In the event of a merger or acquisition of Qwest Corporation or Qwest Business Resources, Inc., whereby a controlling interest in Qwest Corporation or Qwest Business Resources, Inc. is obtained by another company, or in the event of the sale to, or the acquisition by, another company of substantially all the assets of Qwest Corporation or Qwest Business Resources, Inc., the parties agree that such company shall become the successor to Qwest Corporation or Qwest Business Resources, Inc. shall be bound by the terms and conditions of this Collective Bargaining Agreement between Qwest Corporation, Qwest Business Resources, Inc. and CWA, and shall assume all other duties and responsibilities of a successor (as that term is construed under the National Labor Relations Act). Qwest Corporation and Qwest Business Resources, Inc. agree to require any such successor to accept the terms of this Collective Bargaining Agreement by written notice. A copy of such notice shall be provided to CWA at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

ARTICLE 2

HOURS AND DAYS OF WORK

BASIC WORK WEEK

Section 2.1 Weekly schedules and daily tours of duty shall be arranged to fit the needs of the business and with consideration for the needs of the employees. The basic work week shall be any assigned forty (40) hours in one (1) calendar week, Sunday through Saturday inclusive. Saturday and Sunday assignments shall be done on a rotational basis among the qualified group unless otherwise agreed to by the local union and Company. Weekly assignments will consist of five (5) daily tours of eight (8) consecutive hours; four (4) daily tours of ten (10) consecutive hours; or four (4) daily tours of nine (9) consecutive hours and one (1) daily tour of four (4) consecutive hours; unless otherwise agreed to under Flexible Work Arrangements.

Split tours are tours with unpaid intermissions of more than one (1) hour but not greater than five (5) hours. Split tours are limited to Screening Centers. Split tours shall be voluntary in all other Organizations unless otherwise agreed to by the local union. If scheduled, split tours shall start no earlier than 7:00 a.m. and shall end no later than 12:30 a.m. A tour shall not span more than thirteen (13) hours. Employees who are assigned split tours shall be paid an allowance of five dollars (\$5.00) per day if at least part of both sessions of the tour are worked. This allowance will not be paid if the employee requests a split tour.

An employee's tour on a particular day is his or her scheduled or assigned hours. Except as otherwise provided in this Agreement, employees shall not be paid for time not worked.

For scheduling purposes and purposes of wage administration, all tours shall be considered as falling within the calendar day on which the tour commences.

FLEXIBLE WORK ARRANGEMENTS

Section 2.2 Flexible work arrangements are those varying work schedules that may be developed mutually between the Company and the local union that will provide opportunities to meet the evolving and changing needs of both the Company and the employees. Listed below are some categories of flexible work arrangements:

- (a) Flex-Time: Is a work scheduling method in which starting/stopping times can vary.
- (b) Variable Work Week Schedules: Is a method of scheduling the assigned work hours within the calendar week.
- (c) Split Tours: Employees may elect to volunteer for these tours in any Organization.

Section 2.3 Flexible work arrangements will comply with all federal and state wage and hour laws.

Section 2.4 Daily overtime will be paid according to Article 4, Section 4.3. If a full-time employee is working a tour under a flexible schedule, the employee shall only receive premium payment for those hours worked in excess of the employee's scheduled tour.

Section 2.5 Where compelling business, competitive and/or employee needs exist and agreement on scheduling is not reached in a timely manner, the Company and Union Bargaining Agents will meet to develop mutually agreeable solutions.

NON-CONTIGUOUS ADDITIONAL HOURS

Section 2.6 When employees are scheduled and work non-contiguous hours that are in addition to their daily scheduled tour for that calendar day, they shall be paid for those additional non-contiguous hours in accordance with Article 5 - Call for Work.

Additional hours on a sixth and/or non-scheduled day or additional hours that are a continuation of or immediately precede and continue into the employee's scheduled tour, do not constitute non-contiguous additional hours for purposes of this section, and would not be paid in accordance with Article 5.

WORK SCHEDULE POSTING

Section 2.7 The Company may elect not to post weekly work schedules in those work groups which are normally scheduled for the same tours. If appropriate for a work group, the Company shall post or make work schedules available to employees at least seven (7) calendar days before the starting date of the weekly work schedule.

WORK SCHEDULE CHANGES

Section 2.8 The Company will inform an employee of a schedule change, including the scheduling of overtime, no later than twenty-four (24) hours prior to the start: (a) of the employee's tour or normally scheduled tour; or, (b) of the schedule change if that change is earlier than the normally scheduled tour. If the Company fails to give the employee the appropriate twenty-four (24) hours

notice of a schedule change, the employee shall be paid one and one-half (1 1/2) times his or her basic wage rate for all hours actually worked outside of his or her normal tour and a short notice premium of one dollar (\$1.00).

A work schedule shall become fixed seven (7) calendar days before the beginning of the weekly schedule. If the Company changes an employee's schedule (including the scheduling of overtime) after the schedule is fixed but with more than twenty-four (24) hours notice of the change, the employee shall be paid a schedule change premium of five dollars (\$5.00).

Quarterly usage reports of short notice premium and schedule change premium shall be provided to the Company and Union Bargaining Agents for review.

The following shall be excluded from the above outlined requirements:

- (a) Incidental and voluntary overtime as defined in Section 4.6
- (b) Changes made at the employee's request
- (c) Natural disasters and national security emergencies, including but not limited to floods, tornadoes, earthquakes and other catastrophic conditions.

A notification of a schedule change that includes multiple days shall only constitute one change and require only one short notice premium payment; (e.g., employee advised on Monday that his/her schedule is changed Wednesday through Friday.)

TOUR SELECTION

Section 2.9 Choice of tours shall be based on seniority within a workgroup, needs of the business permitting.

- (a) The Company may assign employees hours of work by seniority within a job title in a work group based on each employee's preference as noted on his or her open-end Tour Preference Card. Employees shall have a choice of tours for each day of a calendar week.
- (b) In work groups ordinarily having consistent tours or weekly assignments, employees shall choose their tours quarterly or at some other time interval agreed to by the Company and the local union. Rotation can be selected as a choice of tour option if employees in the work group unanimously agree to a rotation schedule.

TEMPORARY TOUR COVERAGE

Section 2.10 When temporary tour coverage is necessary for training, vacations, holidays, personal time and illness of one (1) week or more, seniority shall be the determining factor to the extent permitted by qualifications and current work assignments in the selection of employees for temporary coverage.

BUSINESS DISRUPTION

Section 2.11 When employees report for duty and business is disrupted because of equipment failure or other catastrophic conditions, and in the opinion of the Company, the employees are unable to perform their regular duties, such employees shall be assigned to perform other work. If no such work is assigned, or if the Company advises an employee not to report to work at the start of the employee's tour because work is not available, the time off shall be paid at the employee's basic rate and considered as actual time worked, provided the employee remains available to work.

ARTICLE 3

DIFFERENTIALS AND ALLOWANCES

NIGHT DIFFERENTIAL

Section 3.1 Employees shall receive a night differential equal to ten percent (10%) of the employee's basic wage rate for all time actually worked between the hours of 7:00 p.m. and 6:00 a.m. A night differential shall not be paid when an employee works during the night differential time period as a result of the employee's request to change his or her scheduled hours.

The night differential shall be added to the basic wage rate of pay in computing vacation, personal time, and sickness absence provided that such differential was paid to the employee for more than fifty percent (50%) of the tours worked during the preceding four (4) weeks. The night differential shall be added to the employee's basic wage rate in computing holiday pay for those hours that the employee would have been scheduled if the day had not been a holiday.

When an employee who typically works a night tour has his or her tour changed to enable participation in Company-initiated day training, the employee shall be entitled to the night differential for all hours worked during that changed tour. For purposes of this paragraph, an employee will be considered to "typically work a night tour" if he or she has been entitled to receive the night differential set forth above for more than fifty percent (50%) of his or her regularly scheduled hours in the two weeks preceding the day training. "Day training" shall mean any training that begins after 8 a.m. AND ends before 8 p.m.

ADMINISTRATIVE/TRAINING DIFFERENTIAL

Section 3.2 The Company may designate an employee to (1) act on behalf of management and/or (2) conduct formal, planned training. An employee so designated shall receive a differential of one dollar and seventy-five cents (\$1.75) per hour for each hour the employee acts on behalf of management and/or conducts formal, planned training.

Section 3.3 An employee's duties while receiving Administrative/Training differential may include, but are not limited to, supervising employees, working on a project or conducting formal, planned training. The employee shall not be responsible for administering discipline or appraisals.

Section 3.4 For purposes of this differential, formal, planned training classroom or on-the-job training which is evaluated by the Company, but does not include routine activities on the job such as assisting co-workers or answering questions. This differential shall not be paid to employees when the job description for the job title they hold specifically includes a training function.

Section 3.5 In selecting individuals for the assigned duties, the Company will give consideration to, but is not limited to, factors such as seniority, qualifications, developmental needs, ability to work with the group, and rotational opportunities within the group.

ACCESS ALLOWANCE

Section 3.6 Employees who volunteer and are designated by the Company to carry access devices; (i.e. pagers, cellular phones, etc.), for purposes of being accessed quickly outside of their scheduled tour shall be paid twenty dollars (\$20.00) for each consecutive twenty-four (24) hour period the employee is designated to and does carry the access device. The Company expects employees designated to carry these access devices to respond as soon as possible and to accept any work assignments offered. Access device selection procedures shall require a local agreement. The criteria that must be considered include the business need, employee qualifications, employee willingness, and other relevant factors when designating employees to carry access devices. If an agreement cannot be reached locally, the device will be assigned to employees in the workgroup with the skills to perform the work (a), by seeking volunteers first; and, (b), then on a rotational basis by inverse seniority among the group.

Employees who do not volunteer but are required to carry an access device for a defined seven (7) day window (or portion thereof) shall be paid twenty dollars (\$20.00) for each twenty-four (24) hour consecutive period they are designated to and do carry the access device. In the event the non-volunteer employee is required to carry an access device for an additional seven (7) day window (or portion thereof) in the same calendar month, they will be paid forty dollars (\$40.00) for each twenty-four (24) hour consecutive period they are designated to and do carry the access device.

The seven (7) day window shall be any seven (7) consecutive day period; e.g., Tuesday through Monday, Thursday through Wednesday, etc., which shall be designated in the local agreement along with the selection process. If the parties are unable to reach agreement on the seven (7) day window, it shall default to Friday through Thursday.

When a seven (7) day window spans two (2) calendar months, the entire seven (7) day window shall be deemed to fall in the month in which the first day of the access device assignment occurs.

The Company will make every effort to avoid assigning access devices to an individual in excess of one (1) week a month. An employee shall not be restricted on the amount of times they may volunteer to carry access devices.

BILINGUAL - MULTILINGUAL DIFFERENTIAL

Section 3.7 Employees who are required to utilize linguistic skills, where proficiency testing is required in order to provide customer service, will receive a differential of five dollars (\$5.00) for each half tour or ten dollars (\$10.00) for each full tour the employee actually works.

TOUR INTERVAL DIFFERENTIAL

Section 3.8 When an employee's tour for a particular calendar day begins with less than an eight (8) hour intermission from the stop time of their previous calendar day tour, the employee shall be paid a differential of \$5.00. The employee's tour is defined as their normal 5 x 8, 4 x 10 or 4 x 9 and a 4 hour daily schedule. The differential does not apply when voluntary or mandatory overtime, or work time in connection with a Call for Work, or a tour change made at the employee's request results in a less than eight (8) hour intermission.

ARTICLE 4

PREMIUM PAYMENTS

GENERAL

Section 4.1 A premium payment is money added to the basic wage rate as outlined in the following sections. No more than one (1) premium payment shall be paid for the same hours worked by an employee.

Section 4.2 The Company shall not pay for meal intermission(s) taken by an employee during hours worked for which a premium payment is payable. The Company may, however, under special circumstances in its judgment, authorize a meal intermission to be treated as actual time worked.

DAILY PREMIUM

Section 4.3 Premium shall be paid to employees at the rate of one and one-half (1 1/2) hours pay for each hour worked in excess of the employee's scheduled tour for that particular day. Regular Part-Time employees, scheduled for less than forty (40) hours in a week, shall be paid daily premium in accordance with this Section, provided that the scheduled tour is at least eight (8) hours. The following time will be included when computing the scheduled tour:

- (a) All actual work time
- (b) All time paid for by the Company in connection with Union-Management meetings
- (c) All time paid for by the Company in problem solving and grievance meetings

FORTY HOUR PREMIUM

Section 4.4 Premium shall be paid at the rate of one and one-half (1 1/2) hours pay for each hour worked after working forty (40) hours in a calendar week.

For purposes of this Section, the following shall be included in computing the forty (40) hours worked in a calendar week:

- (a) All actual work time, except time worked for which employee received a premium payment under Section 4.3
- (b) All time paid for but not worked on contractually authorized holidays and/or Company designated personal days
- (c) All time paid for by the Company in connection with Union-Management meetings
- (d) All time paid for by the Company in attending problem solving and grievance meetings
- (e) All paid personal days. Personal time counting toward the forty (40) hour calculation does not impact actual pay treatment for a personal day. When taken, personal days are always paid at straight time.

FORTY NINE HOUR PREMIUM

Section 4.5 Premium shall be paid at the rate of two (2) hours pay for each hour worked after working forty nine (49) hours in a calendar week.

For purposes of this Section, the following shall be included in computing the forty nine (49) hours worked in a calendar week:

- (a) All actual work time
- (b) All time paid for but not worked on contractually authorized holidays and/or Company designated personal days
- (c) All time paid for by the Company in connection with Union-Management meetings
- (d) All time paid for by the Company in attending problem solving and grievance meetings
- (e) All paid personal days. Personal time counting toward the forty-nine (49) hour calculation does not impact actual pay treatment for a personal day. When taken, personal days are always paid at straight time.

Section 4.6 The Company and the local union will discuss the guidelines and procedures for overtime administration and are encouraged to reach local agreement when appropriate. (See Letter of Agreement on Local Agreements on Overtime Administration in the Network Organization)

- (a) When mandatory overtime is required, as determined by the Company, the limit of mandatory overtime shall be eight (8) hours per week.
- (b) Employees working mandatory overtime resulting in a six (6) day work week shall be guaranteed a minimum of two (2) five (5) day work weeks with two (2) consecutive days off in each calendar month.
- (c) When an employee is scheduled mandatory overtime and the overtime is cancelled with less than twenty-four (24) hours notice, the employee will be given the choice to: (a), work the overtime as scheduled; or, (b), waive the scheduled overtime.
None of the limitations and/or guarantees outlined in this Section shall apply to voluntary overtime or incidental overtime.

Mandatory overtime is defined as overtime that employees are required to work as determined by the Company.

Incidental overtime is defined as the amount of overtime an employee needs to complete their final work assignment of the day. Examples would include employees clearing the queue and/or completing the ticket/order being worked on at the end of their normally scheduled tour. Incidental overtime will not exceed one (1) hour.

Voluntary overtime is defined as overtime as assigned by the Company that the employee agrees to work.

Exceptions to the above can be made for natural disasters and national security emergencies; including but not limited to, floods, tornadoes, earthquakes and other catastrophic conditions. During a peak load season the Company and local union may agree to temporarily remove the mandatory overtime cap.

SUNDAY PREMIUM

Section 4.7 All actual work time on Sunday shall be paid at one and one-half (1 1/2) times the employee's basic wage rate, plus any applicable differential.

For wage purposes, tours shall be treated as falling completely on the calendar day on which the tour commences.

HOLIDAY PREMIUM

Section 4.8 All actual work time on contractually authorized holidays or Company designated personal days shall be paid at the rate of two and one-half (2 1/2) hours pay for each hour worked. All time paid for but not worked on contractually authorized holidays or Company designated personal days shall be paid at the basic wage rate plus any applicable differential.

For wage purposes, tours shall be treated as falling completely on the calendar day on which the tour commences.

CHRISTMAS EVE/NEW YEAR'S EVE PREMIUM

Section 4.9 An employee who is scheduled to work and does work on Christmas Eve and/or New Year's Eve shall be paid two (2) times the employee's basic wage rate for each hour actually worked between 8:00 p.m. and 3:00 a.m.

ARTICLE 5

CALL FOR WORK

Section 5.1 When an employee is "called for work" (i.e., accepts a work opportunity offered by the Company that requires his or her immediate services outside of the scheduled tour), the following shall apply, depending on the nature of the call for work:

- (a) If departure from the employee's residence or departing location is not required, payment for the Call for Work shall be a minimum of two (2) hours. Time spent resolving the problem shall be considered actual work time. The actual work time shall be paid at the applicable premium rate. The balance of any time up to the required minimum shall be paid at the basic wage rate.
- (b) If departure from the employee's residence or departing location is required, payment for the Call for Work shall be a minimum of three (3) hours. Time spent resolving the problem, including travel time from the employee's residence or departing location commencing upon departure to the work location and upon return to his or her residence or departing location, shall be considered actual work time. The actual work time shall be paid at the applicable premium rate. The balance of any time up to the required minimum shall be paid at the basic wage rate. When an employee on a call for work continues to work into his or her scheduled tour, travel time for the return trip home shall not be paid. The minimum three (3) hour payment does not apply to the following:
 - (1) Time worked during a meal period falling within the hours of the employee's scheduled tour.
 - (2) Time worked as a continuation of the employee's scheduled tour on that day.
 - (3) If the employee is called to work before the start of the employee's scheduled tour for the day and continues to work all or part of his or her scheduled tour.

Employees in Local Network Operations will be "called for work" primarily to respond to customer service issues including the following:

- Emergency services (e.g. 911, fire, police)
- T1/T3 and higher reported outages
- HICAP reported outages
- Multi-line business reported outages
- Reported cable, system or other facility/plant damage and/or outages
- Public, medical or health emergencies
- Network monitoring alarms
- Escalations from high profile customers
- Tariff, 271 or other regulatory responsibilities
- Acts of God

Section 5.2 When a call for work requires an employee to drive a personal automobile, the Company shall pay the employee for actual mileage according to the mileage allowance rate in Article 9, Section 9.4(3), except when the call for work continues into the employee's scheduled tour.

ARTICLE 6

NEW OR CHANGED JOBS

COMPANY INITIATED

Section 6.1 Whenever the Company determines it is appropriate to create a new job title and/or a new wage scale or to restructure or redefine an existing job, the Company Bargaining Agent shall notify the Union Bargaining Agent and the following procedures shall take place:

- (a) The Company shall notify the CWA District Representative prior to a job content review taking place.
- (b) The Company Bargaining Agent shall notify the Union Bargaining Agent in writing of the job title and wage scale and shall furnish a job description of the duties. The Union will have the right, within thirty (30) calendar days from the receipt of notice from the Company, to initiate negotiations concerning the wage scale or title established by the Company. The Company may implement the results once the thirty (30) calendar days have passed.
- (c) If negotiations are not initiated within thirty (30) calendar days or if agreement is reached between the parties within sixty (60) calendar days following receipt of notice from the Company concerning the wage scale and title, the title and wage scale shall become final and binding on both parties and shall not be subject to grievance, mediation, and/or arbitration.
- (d) If negotiations are initiated and the parties are unable to reach agreement as to the appropriate wage scale within sixty (60) calendar days following receipt of notice from the Company, the issue of an appropriate wage scale shall be submitted to a neutral third party. The guidelines for selection of the neutral third party and the wage scale dispute process are mutually agreed to by the Company and the Union and will be used for all neutral third party cases falling within this Contract unless modified and agreed to by the Company and the Union.

UNION INITIATED

Section 6.2 The Union Bargaining Agent may request a job content review of existing job title(s) and/or wage scales that have been substantially changed or modified during the term of this Agreement, according to the following procedures:

- (a) The Union Bargaining Agent shall notify the Company Bargaining Agent in writing of the job title and/or wage scale in dispute and shall furnish supporting documentation for the claim.
- (b) If a job content review is deemed appropriate, the Company shall notify the CWA District Representative prior to this review taking place. The Company shall respond to the Union within six (6) months of receipt of notification from the Union.
- (c) If agreement is reached between the parties, the decision shall become final and binding on both parties and shall not be subject to grievance, mediation, and/or arbitration.
- (d) If the Union does not agree with the Company's response, the Company and Union Bargaining Agents will meet to negotiate the issue. If agreement is not reached within that period of time, the issue will be submitted to a neutral third party in accordance with Section 6.1(d)
- (e) Wage scale issues are not subject to the grievance process, mediation, and/or arbitration.

PROCEDURES FOR TREATMENT OF INCUMBENTS IN UPGRADED JOBS

Section 6.3 When, as a result of the process described in Section 6.1 or Section 6.2, a job(s) is upgraded, the incumbent(s) shall remain in the upgraded position and shall be placed on the step of the new wage scale that is equal to his or her current rate. If there is no equal rate, the employee will be advanced to the next higher rate.

PROCEDURES FOR TREATMENT OF INCUMBENTS IN DOWNGRADED JOBS

Section 6.4 When, as a result of the process described in Section 6.1 or Section 6.2, a job(s) is downgraded, the incumbent(s) shall immediately be placed in the appropriate wage scale and title and shall receive bi-weekly payments calculated under the terms of Reassignment Pay Protection Allowance (RPPA) in Article 19 .

ARTICLE 7

TRAINING AND WORK ASSIGNMENT SELECTIONS

TRAINING SELECTION

Section 7.1 The Company and the local union will discuss the criteria for training selection at least annually, and are encouraged to reach local agreement that will normally be used when training opportunities will not be offered to the entire work group. Factors to consider include employee development, employee availability and qualifications, volunteers by seniority, and day-to-day business operations. To the extent that the preceding factors and circumstances permit, seniority shall be the primary factor in offering an employee a training opportunity. Neither the provisions of this Section nor their application will be subject to the arbitration process.

TRAINING COMPENSATION

Section 7.2 An employee selected for a training assignment will retain his or her current title and basic weekly wage rate for the duration of the training assignment.

WORK ASSIGNMENT SELECTION

Section 7.3 Work assignments within an employee's job title and RCA will be assigned by the Company to the employee(s) it determines to be qualified and available to perform such work. Employees, within their job title, may be loaned outside their RCA under the provisions of Article 9.

The Company can assign work outside of an employee's job title within the RCA to the employee it determines to be qualified and available to perform such work for a period not to exceed one hundred and twenty (120) days. An employee who volunteers may work for a period not to exceed one hundred and eighty (180) days. If such assignment, one hundred and twenty (120) or one hundred and eighty (180) days, is expected to last longer, the issue will be discussed with the Union to determine if there are other alternatives to performing the work. The Company shall utilize volunteers by seniority to the greatest extent possible when qualifications and availability are equal.

Work assignments outside of the employee's job title, outside of the RCA, will be filled from qualified volunteers by seniority to the greatest extent possible.

These assignments may also be accomplished through the Post and Bid Process, Section 21.8, if no employees are available for such an assignment.

While the Company may work an employee in a lower rated job title, the employee's pay will reflect their regular wage rate. When an employee is temporarily assigned to perform the work of a higher wage scale, there shall be no change to his or her regular title or basic wage rate. An employee shall receive a daily differential in accordance with the following chart if they work any portion of the day at the assigned higher rate. In no case shall an employee receive more than one (1) differential payment, as outlined in the following chart, per day.

TEMPORARY UPGRADE (180 CALENDAR DAYS OR LESS)
DAILY DIFFERENTIAL

Table with 4 columns: Temporary Assignment, Scale, Zone 10, Zone 20. Rows include scales 1 through 11 and M.

QWEST BUSINESS RESOURCES, INC. (BRI)

Table with 2 columns: Temporary Assignment, Daily Differential Rate. Row: Schedule A* \$4.75

Schedule	B*	\$4.25
Schedule	C*	\$3.50
Schedule	D*	\$3.25
Schedule	E*	\$2.75

*BRI Wage Schedules

Section 7.4 A temporary work assignment greater than one hundred and eighty (180) days shall be accomplished through the Post and Bid Process as outlined in Section 21.8.

ARTICLE 8

PRIMARY REPORTING PLACE

Section 8.1 The Company shall assign each employee a Primary Reporting Place (PRP). The PRP shall be any site or location designated by the Company and shall be used to determine the appropriate travel time, expense treatment and transportation allowances when an employee is temporarily assigned to work at a location other than their PRP.

ARTICLE 9

TRAVEL TIME, TRANSPORTATION, TRAVEL EXPENSE ALLOWANCE, TEMPORARY LIVING EXPENSE PROVISIONS

Section 9.1 When an employee is assigned to a temporary reporting location that is other than his or her Primary Reporting Place (PRP), the employee shall be required to commute to such locations. The following provisions will be paid by the Company, if the employee is reporting directly to the temporary location and the PRP is:

EMPLOYEE PROVIDES OWN TRANSPORTATION

- (a) Less than 15 miles: - travel time is not paid
 - mileage is not paid
- (b) 15 miles to 30 miles: - travel time is not paid
 - mileage is paid from PRP
- (c) 31 miles to 60 miles: - travel time is not paid
 - mileage is paid from PRP
 - \$10 allowance is paid
- (d) Greater than 60 miles: **(personal vehicle is used, if Company agrees)**
 - Travel time is paid to all employees traveling from the sixty (60) mile perimeter from the employee's PRP to the temporary location. In no case shall the paid travel time exceed the alternative commercial transportation schedule time plus one (1) hour.
 - Mileage is paid to the driver from PRP, reimbursement will not exceed the cost of alternative commercial transportation.
 - Ten dollars (\$10) allowance is paid to all employees traveling, does not apply traveling on Company paid time.
 - If Company and employee agree to use personal vehicle to travel between locations, mileage will be paid to the driver for all miles driven.

OR

(Company vehicle is used)

- travel time is paid from the PRP to temporary location.

OR

(commercial transportation is used)

- ticket is provided and paid by Company.
- travel time is paid up to thirty (30) minutes check in time, plus travel time on commercial transportation to final destination is paid.
- mileage is paid to commercial transportation terminal from PRP.
- Fifty dollars (\$50) intercity transportation allowance is paid.

NOTE: The same procedures, above, shall be used for the return trip if appropriate. The mileage reimbursement will be paid to the driver for all miles driven.

AN OVERNIGHT ASSIGNMENT

Section 9.2 If the employee is assigned to stay overnight, the employee is entitled to one (1) of the following two (2) options:

Option A: An allowance of sixty-nine dollars (\$69.00) per day.

Option B: The Company shall provide lodging at Company designated hotels or motels, as well as a daily per diem for all meals and miscellaneous expenses of thirty-six dollars (\$36.00). The thirty-six dollars (\$36.00) per diem shall not be paid if the Company provides three (3) meals. When the Company provides: one (1) meal, the employee receives thirty-six dollars (\$36.00) per diem; two (2) meals, the employee may voucher a reasonable meal as determined by the manager.

- (1) A temporary overnight assignment shall be filled on a voluntary basis by seniority from the qualified group by an employee who can be released from his or her current work assignment and who is qualified to perform such assignments. If volunteers are not available, the temporary assignment will be filled on an inverse seniority basis by an employee with the same title performing the same work within the same Organization within the same Reasonable Commuting Area (RCA) who can be

released from his or her current work assignment and who is qualified to perform such assignment. Generally, there shall not be two (2) temporary moves to fill the temporary assignment.

- (2) Normally, the Company will provide one (1) week's notice for temporary overnight assignments, including written notice of entitlements.
- (3) Certain metropolitan areas have been designated as high-cost cities. For those employees selecting Option B, the per diem rate shall be ~~thirty-~~ seven dollars (\$37.00) for the metropolitan areas. They are:

Atlantic City, NJ
 Boston, MA
 Chicago, IL
 Los Angeles, CA
 Newark, NJ
 New York, NY
 Philadelphia, PA
 San Francisco, CA
 Washington, DC

- (4) Option A or Option B are not provided when the Company provides lodging and meals at a training center, etc.
- (5) Option A or Option B shall be provided on contractually authorized holidays, Company designated personal days, and periods of incidental absence, provided the employee remains at the temporary work location. Option A or Option B shall also be provided on non-worked days, provided they are not in conjunction with vacation or personal days and if the employee remains at the temporary work location. For COEIT's, see Letter of Agreement on page 111.
- (6) Option A or Option B are not provided for excused or non-excused absence, while receiving short-term disability benefits, while on vacation and/or personal days or Union business that is equal to the daily tour.
- (7) An overnight stay with appropriate living expenses, as provided in this Section, may be assigned to an employee if, in the opinion of the Company and with consideration for the employee's needs, conditions make daily commuting impractical.
- (8) At the Company's request, and when an employee voluntarily chooses to remain at the temporary assignment location and work when he or she would be entitled to the provisions of Section 9.3, the following treatments shall apply:
 - (a) The employee will forfeit the entitlements of Section 9.3;
 - (b) The employee will be entitled to Option A or Option B.
- (9) When an employee is assigned to an overnight location which is less than four hundred (400) miles from his or her PRP, a Company vehicle may be used for trips home on the weekend. The use of Company vehicles is based on vehicle availability and supervisory approval. If a Company vehicle is used for a trip home, the provisions in this Section, 9.1 and 9.3 would not apply.
- (10) Option B shall be the only Option available on the final work day of the temporary assignment and the only Option for the last work day prior to a Trip Home Entitlement.

TRIP HOME ENTITLEMENT

Section 9.3 An employee who is over two hundred (200) road miles from his or her PRP and who has exercised either Option A or Option B shall be entitled to:

- a round-trip home to his or her PRP in accordance with the schedule below.
- ticket is provided and paid by the Company.
- mileage from terminus to the PRP is paid.
- fifty dollars (\$50) intercity transportation allowance is paid.
- same procedure shall be used for the return trip if appropriate.

Length of Assignment	Trip Home Entitlement
More than three (3) weeks / but less than six (6) weeks	One (1)
More than six (6) weeks / but less than nine (9) weeks	Two (2)
More than nine (9) weeks / but less than twelve (12) weeks	Three (3)
More than twelve (12) weeks will be treated in the same pattern.	

NOTE: There is no cash payment in lieu of trip home if the employee elects to remain at temporary work location. A trip home will normally be at the end of each three (3) week interval. A trip home may be advanced or delayed by the Company to

meet specific work operation needs of the work assignment. If specifically authorized by the Company, a trip home may also be advanced or delayed to compliment an employee's vacation or accommodate a personal preference when such rescheduling does not disrupt the work operation. The Company will make every effort to schedule return trips to maximize the time an employee spends at his or her home location. An additional paid trip home may be authorized in the event of an unusual personal situation that would require an employee to return.

TIME AND MILEAGE

Section 9.4 When time and mileage is paid by the Company, they will be measured by the most direct route normally used for such travel as approved by the Company.

- (1) Paid time spent traveling at the direction of the Company on Company business shall be considered actual work time and paid at the basic wage rate, excluding the following:
 - (a) Meal periods.
 - (b) Layover time en route outside the employee's scheduled tour when sleeping accommodations are furnished.
- (2) The normal daily commute to and from the employee's PRP is not considered traveling on Company time or expense.
- (3) The mileage reimbursement rate will be at the current rate of the Internal Revenue Service (IRS) business use deduction rate. In the event the IRS changes the standard mileage rate allowable as a business use deduction, the Company will match the amount of allowable reimbursement as soon as practical.
- (4) After reporting to the work location, if the Company and an employee agree that the employee will use a personal vehicle to travel between work locations, the mileage reimbursement will be paid to the employee for all miles driven.
- (5) When the Company requires an employee to carry other than incidental tools or equipment (e.g., other than a normal tool box, tool belt, portable computer, roll of "P" wire) in the employee's personal automobile to perform his or her job, the employee will be paid for time as though traveling in a Company vehicle.
- (6) **DEDICATED TRAVELING CREWS (COE INSTALLATION, ARP INVENTORY)** If the Company and the employee agree that the employee will use a personal automobile in lieu of commercial transportation or Company vehicle for temporary overnight assignments, the driver of the personal automobile will receive an "on the road" allowance of twelve dollars (\$12.00) for each day he or she is required to use the personal automobile for work.

ARTICLE 10

MOTOR VEHICLE USAGE PROGRAM

GENERAL

Section 10.1 The Motor Vehicle Usage Program provides for the assignment of a Company motor vehicle to an employee for use in the employee's work and for traveling between his or her work locations and place of residence or other designated place for motor vehicle storage.

IMPLEMENTATION

Section 10.2 The Company may, after discussion with the local union, implement or discontinue the Motor Vehicle Usage Program in work groups or portions of work groups where some or all of the employees normally use a Company provided vehicle in the performance of their work.

PARTICIPATION

Section 10.3 The Company will identify those employees who will be eligible to participate in the Motor Vehicle Usage Program. The Company may identify an entire work group or specific employees in a work group to participate. Those identified employees may volunteer to participate in this program. When an employee participating in the Motor Vehicle Usage Program chooses not to store the Company vehicle at his or her place of residence or the Company determines that the Company vehicle cannot be properly stored at an employee's place of residence, the Company shall determine where the Company vehicle will be stored and will pay for such storage. When participating employees elect to keep the Company vehicle at their residence, the employee shall provide secure and legal storage for the Company vehicle.

Section 10.4 Operation and maintenance costs shall be at the Company's expense. The Company shall make arrangements for maintenance of the motor vehicle; however, it shall be the responsibility of the employee to whom the motor vehicle is assigned to ensure that the motor vehicle is properly maintained.

ARTICLE 11

VACATION, PERSONAL DAYS AND HOLIDAYS

(SEE ARTICLE 18 FOR PAY TREATMENT OF PART-TIME EMPLOYEES)

VACATION

Section 11.1 Employees shall be entitled to yearly paid vacation at their basic wage rate based upon length of service (Term of Employment [TOE] as shown by the records of the Company), according to the following schedule:

Service Completed	Vacation Weeks
Less than 6 months	0
6 months or more; less than 1 year	1
1 year or more; less than 7 years	2
7 years or more; less than 15 years	3
15 years or more; less than 25 years	4
25 years or more	5

Section 11.2 When an employee completes six (6) months TOE and twelve (12) months TOE in the same calendar year, the employee shall be granted two (2) weeks paid vacation.

Section 11.3 Vacation weeks may be scheduled and taken for the year in which the employee will complete his or her service requirement. An employee may not schedule any vacation prior to completing six (6) months TOE.

Section 11.4 Employees covered under the Mandatory Portability Agreement who are hired in a different calendar year than the year they left employment of an "Interchange Company" or employees with previous Qwest service may schedule and take vacation in anticipation of their bridged TOE. However, selection of vacation is based on the employee's actual TOE at the time of selection.

Section 11.5 Full-Time employees shall be paid forty (40) hours for each week of vacation at their basic wage rate, plus any applicable differential.

Section 11.6 An employee who returns from a leave of absence of two (2) months or more without pay shall not be eligible to take full weeks of vacation until four (4) weeks following the date of return.

Section 11.7 Any weeks of a regularly scheduled vacation which the employee is unable to take at the scheduled time because of short term disability benefits may be rescheduled provided that the vacation is scheduled and taken before the end of the entitlement scheduling period, April 30 of the following year. Vacations not taken before April 30 of the following year, shall not be rescheduled.

Section 11.8 When an illness or accident occurs during a vacation and continues into short term disability, the portion of that scheduled vacation period from the first day of illness through the last scheduled day of that vacation period or the last day of illness, whichever comes first, may be rescheduled. Vacations not taken before April 30 of the following year shall not be rescheduled. When an illness or an accident occurs during a vacation and does not result in short term disability, the vacation shall not be rescheduled.

PAYMENT IN LIEU OF

Section 11.9 Regular Separations: Employees who resign, retire, are separated under Article 19, or dismissed for any reason other than an act of misconduct, shall be paid in lieu of their unused vacation and personal days. Such payment may also be made to employees who are separating following an approved leave of absence.

Separations Following Short Term Disability: Employees who are on short term disability, and who do not return to work, will not be paid in lieu of vacation and personal days unless they have actually worked a commensurate portion of the calendar year in which the vacation and personal day entitlement is earned as shown in the following schedule:

Employee Entitlement	Employee Worked Time In Calendar Year	Pay In Lieu Of
1 Vacation Week	1 or More Weeks	1 Week
2 Vacation Weeks	2 or More Weeks	2 Weeks
3 Vacation Weeks	3 or More Weeks	3 Weeks
4 Vacation Weeks	4 or More Weeks	4 Weeks
5 Vacation Weeks	5 or More Weeks	5 Weeks

4 Personal Days	4 Days	4 Personal Days
8 Personal Days	8 Days	8 Personal Days
8 Personal Days	5 Days	5 Personal Days

The commensurate portion worked criteria for payment in lieu of vacation and personal days applies to the calendar year in which the employee is separating from the payroll. Any unused entitlement time from the prior calendar year will be paid in lieu of only if the employee's separation is on or before April 30 of the current calendar year. Otherwise, it shall be forfeited.

Section 11.10 Vacations may be taken on a calendar week, day-at-a-time, or on a one-half (1/2) day-at-a-time basis. One (1) week of vacation may be taken in one (1) hour increments.

PERSONAL DAYS

Section 11.11 Regular Full-Time, Regular Part-Time and Regular Term employees who have at least six (6) months TOE on January 1 of each year shall be granted eight (8) paid personal days (64 hours) or their equivalent and two (2) personal days (16 hours) or their equivalent without pay during a calendar year.

Section 11.12 Employees, as defined in Section 11.11, who do not have six (6) months of service on January 1 will be entitled to four (4) days (32 hours) or their equivalent of paid personal time for that calendar year.

Section 11.13 Employees, as defined in Section 11.11, hired after January 1 will be entitled to one (1) day (8 hours) for each quarter remaining in that calendar year, including the quarter in which they were hired.

Section 11.14 Each Organization may designate one (1) or more, but not more than four (4) personal days to meet market requirements. An individual Organization may designate a personal day or days in a specific location if mutually agreed to by the Company and Union Bargaining Agents. The Company shall advise the affected work groups of the designated personal day(s) no later than October 31 of the preceding year.

Section 11.15 Employees who are required to and do work on personal days designated by the Company shall be paid at the rate of two and one half (2 1/2) hours for each hour actually worked, plus any applicable differential.

Section 11.16 Regular Full-Time and Regular Full-Time Term employees shall be paid for personal days at their basic wage rate, plus any applicable differential.

Section 11.17 If an employee agrees to and does work on a scheduled personal day, the employee shall be paid at his or her basic wage rate, plus any applicable differential, and shall reschedule such personal day based on earliest request and the needs of the business.

Section 11.18 Personal days can be taken for all hours of the scheduled tour or in one (1) hour increments.

VACATION AND PERSONAL DAY SCHEDULING

Section 11.19 The entitlement schedule shall be sixteen (16) months in length from January 1 through April 30 of the following year. All vacation and personal days must be taken on or before April 30 of the calendar year following the year in which the entitlement was earned.

Section 11.20 Vacations shall be selected on a seniority basis, determined by TOE as shown by the records of the Company, within the work group.

Section 11.21 Employees are expected to schedule all of their entitlement time during the entitlement selection process, except in the case of priority personal days. The Company will make adequate time off available during the calendar year so that all employees in the workgroup may schedule their entitlement time during the calendar year. During the entitlement selection process, the Company will maximize, as much as possible, time available during the more desirable periods. A reasonable amount of time will be made available on a daily basis.

During initial entitlement selection process, a minimum of an additional twenty percent (20%) of the total entitlement time will be available during the scheduling process for the calendar year. The local union and the Company will discuss the placement of the additional twenty percent (20%) allocation, along with the selection process and method for handling vacated entitlement time and whether entitlement time can be scheduled on Saturday or Sunday.

Discussion, between the Company and local union, will also occur once the initial scheduling process is completed and prior to adjustment of non-scheduled entitlement time. The Company will retain adequate time available for employees to take their entitlement during the calendar year.

Section 11.22 During the entitlement scheduling process, full weeks of vacation shall have priority over full day-at-a-time entitlements. Entitlement time not scheduled shall be granted based on the earliest request, subject to the needs of the business.

Section 11.23 Vacation and personal days scheduled to be taken during January through April of the subsequent year shall take precedence over the following year's selection process.

Section 11.24 The entitlement scheduling process shall be completed no later than December 31. The entitlement schedule shall be posted or accessible at all times to employees.

Section 11.25 Both the employee and the Company will be responsible for tracking an employee's paid entitlement time. If paid entitlement time taken by an employee exceeds the amount of paid entitlement time for which the employee is eligible, overpayment for excess time shall be recovered by the Company.

Section 11.26 When an employee moves from one work group to another, excluding management initiated lateral force rearrangement as outlined in Article 20, Section 20.1, and Article 19, the receiving manager will review with the employee his or her pre-scheduled entitlement time. The Company will make every effort to accommodate an employee's pre-scheduled entitlement time. If the time cannot be accommodated as scheduled, the employee will be notified as soon as possible.

Section 11.27 At the discretion of the Organization, the Company may buy back scheduled vacation weeks from employees. During the first fifteen (15) calendar days in any quarter, Organizations may announce the amount of vacation which is available for a buy back opportunity, by location. Employee participation is voluntary. The granting of the "buy back opportunity" shall be done by seniority.

The maximum amount of vacation available for buy back is one week per employee per year.

PRIORITY PERSONAL DAYS (Short Notice Time Off at Employee's Discretion)

NOTE: See Letter of Agreement on Priority Personal Days

Section 11.28 Employees who are entitled to personal days shall be eligible to take two (2) personal days as priority personal days by notifying and/or requesting prior to the start of their tour.

Section 11.29 Personal days taken as priority personal days shall be taken during the calendar year earned.

Section 11.30 Local union and Company representatives shall set the parameters and establish implementation guidelines for priority personal days in each work group. If agreement on parameters or implementation guidelines cannot be reached, the Company and Union Bargaining Agents may assist with the resolution.

HOLIDAYS

Section 11.31 The following days shall be contractually authorized holidays:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	
Christmas Day	December 25

Section 11.32 Full-Time employees who are not required to work on a contractually authorized holiday shall be paid eight (8) hours, one-fifth (1/5) of their basic wage rate, plus any applicable differential.

Section 11.33 Employees who are not scheduled to work on contractually authorized holidays falling on Saturday or Sunday shall be entitled to an additional paid personal day (8 hours) in lieu of holiday pay for each such holiday. Unless otherwise agreed to locally, scheduling of this additional paid personal day shall be by seniority and may occur prior to the contractually authorized holiday following the schedule being posted and the employee not being scheduled to work, i.e., 21 calendar days before the holiday is observed. However, an additional paid personal day for a Saturday or Sunday holiday that falls within the next calendar year may not be taken until that calendar year.

Section 11.34 Employees who are scheduled to and do work on a contractually authorized holiday shall be paid at the rate of two and one-half (2 1/2) hours pay for each hour worked plus any applicable differential. Rather than receive the rate of two and one-half (2 1/2) hours pay, the employee may elect to be paid their regular rate of pay for each hour worked on the holiday and, in addition, receive an alternate day off following the holiday worked. Such alternate day off must be taken within the current sixteen (16) month entitlement schedule period and in accordance with requirements of the entitlement scheduling process.

Section 11.35 Employees who are scheduled to work on the contractually authorized holiday but fail to report to work and are unexcused shall receive no payment for the holiday.

Section 11.36 At least thirty-five (35) calendar days before a recognized contractually authorized holiday, the Company shall identify the tours to be worked on the holiday. In the next fourteen (14) calendar days, the employees who will be scheduled to work on the holiday will select their tours, based on seniority and the needs of the business. The Company in all work groups shall post, or make available, each work group's schedule for a holiday twenty-one (21) calendar days before the holiday is observed.

ARTICLE 12

ILLNESS ABSENCE – WAGE REPLACEMENT

Section 12.1 An employee whose Term of Employment (TOE) is one (1) or more years shall receive wage replacement during the first seven (7) consecutive calendar days of absence due to sickness as follows:

0 = No Payment **P = Wage Replacement Pay if scheduled to work**

	SICK DAY	1	2	3	4	5	6	7
TERM OF EMPLOYMENT								
Less than 1 year		0	0	0	0	0	0	0
1 year, but less than 2 years		0	0	P	P	P	P	P
2 years, but less than 5 years		0	P	P	P	P	P	P
5 years or more		P	P	P	P	P	P	P

Section 12.2 An employee who reports to work and is excused from the job because of personal illness shall receive wage replacement for the remainder of the tour if the employee has one (1) or more years TOE. If the employee's TOE is less than one (1) year, the employee shall receive wage replacement for the remainder of the session (half tour).

Section 12.3 Wage replacement payments to Regular Part-Time employees who qualify for payments under this Section shall be prorated based on the employee's Equivalent Work Week.

Section 12.4 Wage replacement payments to employees under this Article may be suspended or discontinued for just cause.

Section 12.5 Payment for an employee's personal illness is provided solely for purposes of wage replacement. Such wage replacement does not constitute sick leave, entitlement or any other allotment of excused leave from work.

ARTICLE 13

DEATH IN FAMILY

Section 13.1 An employee shall be paid at the basic wage rate for a period that the employee feels is reasonable and warranted, but not to exceed three (3) scheduled working days, on account of death in his or her immediate family. In addition, if an employee requests, the employee shall also be excused without pay or use their entitlement time, for a period not to exceed two (2) days. In total, an employee shall be granted up to but not to exceed five (5) scheduled working days off.

If more than five (5) scheduled working days are needed by an employee, entitlement time or excused unpaid time off may be granted.

NOTE: "Immediate family" shall be understood to mean:

- employee's parent(s) or step-parent(s)
- an individual for whom the employee has assumed the rights, duties and responsibilities of a parent
- employee's child(ren) or step-child(ren)
- employee's brother(s) or step-brother(s)
- employee's sister(s) or step-sister(s)
- spouse
- employee's grandparent(s) or great-grandparent(s)
- employee's grandchild(ren) or great-grandchild(ren)
- others living in the same household with employee
- current mother-in-law and current father-in-law
- same-sex domestic partners and their parents

An employee may be excused without pay for a period not to exceed three (3) days due to the death of any of the employee's following family members: current grandparent-in-law; current brother-in-law; current sister-in-law; aunt or uncle.

ARTICLE 14

JURY AND WITNESS DUTY

JURY DUTY

Section 14.1 An employee shall be paid at the basic wage rate for all or any part of his or her scheduled tour for absence due to jury duty. Such paid time shall be considered as actual work time. An employee working evening or night tours will be rescheduled to day tours at his or her request during the period they are required to be absent because of jury duty.

Section 14.2 When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact his or her manager for a work assignment.

WITNESS DUTY

Section 14.3 An employee who is subpoenaed as a witness for a legal proceeding and who is not a party (i.e., either a plaintiff or a defendant) in the matter will be paid for all or any part of his or her scheduled tour at the basic wage rate; such paid time shall be considered as actual work time. If an employee is excused from such witness duty for all or part of a scheduled day, the employee shall immediately contact his or her manager for a work assignment. If the subpoenaed employee is a party (i.e., either a plaintiff or defendant), or one who testifies as an expert witness, no payment for lost wages as a result of attending the legal proceeding shall be made unless approved by the Company.

ARTICLE 15

UNION COMPANY RELATIONSHIP

AGENCY SHOP

Section 15.1 Except as otherwise provided, each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit. This provision shall apply in states which permit it under law.

Section 15.2 The condition of employment specified above shall not apply during periods of formal separation* from the bargaining unit by any such employee, but shall reapply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit.

* The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one (1) month duration.

PAYROLL DEDUCTION OF UNION DUES

Section 15.3 The Company agrees that, upon receipt of an individual written authorization in form approved by the Company and signed by an employee covered by this Agreement, it will deduct monthly from such employee's wages the amount of Union dues specified in such authorization and forward the amount thus deducted to the Secretary-Treasurer of the Union or his or her authorized agent.

Section 15.4 In general, dues deductions will be made in a designated pay-period in the current month for properly executed dues deduction authorizations received by the Director-Payroll at least five (5) work days (excluding Saturday and Sunday) prior to the end of the payroll period from which deductions will be taken. However, the Company assumes no responsibility, either to the employee or to the Union, for any failure to make, or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

Section 15.5 The furnishing of employee information and dues deduction information for employees represented by the Union is governed by such rules of procedure as are agreed upon from time to time by the Union and the Company.

Section 15.6 It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues and assessments on Company premises where work operations are being performed and while the Union representative and/or the employees involved are on Company time.

Section 15.7 An employee's authorization shall be automatically suspended when an employee is: (1) removed from the payroll of the Company, (2) transferred out of the bargaining unit or (3) on a leave of absence in excess of thirty (30) calendar days duration or longer. The authorization shall be reinstated automatically when the employee returns to the bargaining unit.

Section 15.8 Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount which is certified to the Company in writing by the Secretary-Treasurer of the Union as being the regular monthly membership dues duly established in accordance with the Constitution of the Communications Workers of America and the By-laws of the particular local union involved.

Section 15.9 The written certification changing the amount of dues to be deducted must be delivered by the Union to the Director-Payroll on or before the seventh (7th) calendar day of the month preceding the month in which the first deduction at the new rate is to be made effective.

EXCUSED PAID TIME - UNION-MANAGEMENT MEETINGS

Section 15.10 Authorized representatives of the Union shall be allowed excused time, paid at the employee's basic wage rate, to attend Union-Management meetings held on matters pertaining to the administration of this Agreement, or the relationship between the Company and the Union. Such payment shall be in compliance with the provisions outlined in Section 15.12 and shall be considered time worked.

EXCUSED PAID TIME - GRIEVANCE MEETINGS

Section 15.11 Authorized representatives of the Union may be allowed excused time, paid at the employee's regular basic wage rate (not to exceed the employee's scheduled tour hours in one (1) calendar day), for purposes of attending scheduled grievance

meetings with Company representatives. The Union agrees, in advance of a grievance meeting, to advise the Company of the subject of the grievance. The Company and the Union mutually agree to seek arrangements which shall minimize service disruption or unnecessary expense for either party.

The Company shall endeavor to accommodate such requests for time off subject to the conditions stated hereafter:

- (a) Paid time for attending grievance meetings shall be considered actual work time.
- (b) No payment shall be made to an employee for time spent in a grievance meeting while the employee is excused from duty without pay or is on a leave of absence.
- (c) Payment shall be allowed: (1) if the employee has been excused from duty in advance by his or her manager to attend the meeting; (2) such meeting is held during said employee's scheduled working hours; and (3) said employee would have worked had the employee not attended the meeting.
- (d) When a Union-Management meeting, including a grievance meeting, ends within a reasonable time prior to the completion of the employee's scheduled tour, the employee shall return to work.

EXCUSED NON-PAID TIME

Section 15.12 Unless prevented by needs of the business, the Company will grant any employee (except full-time representatives of the Union) designated by the Union the total aggregate time off, without pay, up to a maximum of thirty (30) consecutive calendar days or a total of nine hundred sixty (960) hours in a calendar year to handle Union business. This does not include time spent in joint meetings dealing with grievances or other meetings held at the Company's request dealing with Union-Company relations. Except where it is impossible because of time or other circumstances, the Company shall be given one (1) week's notice in advance of the date of such absences and the duration of each such absence shall not exceed thirty (30) consecutive calendar days.

REQUEST FOR NON-PAID TIME OFF FOR UNION ACTIVITIES

Section 15.13 Request for time off for Union activities shall be made in writing to the appropriate Company representative by a designated representative of the Union. In the event a verbal request for time off under the provisions of Section 15.13 is granted by supervision, such request shall be confirmed in writing by the Union.

UNION LEAVES OF ABSENCE

Section 15.14 Upon written request by the Vice President of District 7 or a designated representative of the Union, the Company shall grant leaves of absence without pay to Union officers or designated representatives for periods of not less than thirty (30) consecutive calendar days or more than one (1) year. Written requests shall contain reasons for such leaves of absence.

- (a) A leave of absence shall be required if a continuous period of absence for Union activity is to exceed thirty (30) consecutive calendar days, or if the time off for Union activities is in excess of nine hundred sixty (960) hours in a calendar year as provided for in Section 15.13.
- (b) The period of leave of absence shall be used for the purpose of enabling authorized representatives of the Union to carry on Union business.
- (c) Whether a leave of absence is granted by the Company shall be subject to the needs of the business as determined by the Company.

Section 15.15 A leave of absence granted under Section 15.15 cannot be terminated prior to the termination date fixed by such leave except by the giving of at least one (1) week's notice to the Company, and only if the employee is to perform the employee's normal duties. Any request for the extension of a leave of absence shall be served upon the Company at least one (1) week prior to the date such leave of absence would otherwise terminate.

Section 15.16 A Union representative, upon return from an excused absence or leave of absence, shall be reinstated at work generally similar to that in which engaged last prior to the absence, subject, however, to the provisions of this Agreement relating to layoffs. Employees shall be placed on the payroll at the wage rate received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in location or position in accordance with existing practices and wage scales.

Section 15.17 Leaves of absence, together with any extensions or renewals, shall not exceed in the aggregate a total period of fifteen (15) years for any one individual during the individual's employment with this Company and shall be subject to the following provisions:

- (a) Leaves of absence for a total period not to exceed fifteen (15) years shall be granted full credit for service, with eligibility for death benefits as provided under the Company's "Plan", and to re-employment in the case of sickness.

- (b) During the period of a leave of absence for Union activities:
 - (1) The employee may continue the employee's Qwest Health Care Plan coverage and Supplemental Group Life by paying one hundred percent (100%) of the premiums for those coverages.
 - (2) The Company shall continue the employee's Basic Group Life insurance coverage in effect.
- (c) The pension band of an employee who is on a leave of absence for Union activities shall be updated to what the pension band would be if the employee had not taken a leave of absence for Union activities. Pension band determination is derived by using the employee's assigned title.

Section 15.18 Not more than a total of ninety (90) Union officers and designated representatives shall be on such leaves of absence at any one time from the Bargaining Unit.

Section 15.19 A leave of absence granted under Section 15.15 shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union.

UNION ACTIVITY ON COMPANY PREMISES

Section 15.20 Communications Workers of America (CWA) Union Representatives or members may solicit members and carry on similar Union activity outside of working periods in space where no Company operations or administrative work is performed. Any such activities shall be carried on in such a manner as not to interfere with the rights of an individual employee. Neither the Union, its officers, its members or agents will engage in Union activities including the solicitation of non-members to become members of the Union, in locations where Company operations or administrative work is being performed.

Section 15.21 When an employee reports to a new work group, the local union representative shall be introduced, if present in the group, or, if not present, the name of the employee new to the work group shall be given to the local union representative. A reasonable amount of time shall be granted to the new employee and the local union representative for the purpose of furnishing the new employee with information about the Union. Time spent during the scheduled work period for each employee will be considered time worked.

BULLETIN BOARDS

Section 15.22 Union bulletin boards shall be placed, without charge for rental space, in type, number, and location, with due regard to visibility and accessibility to the employees, as mutually agreed to between the appropriate local union and Company representative.

Section 15.23 Material posted shall contain only factual information and shall not contain derogatory statements concerning the Company or its employees, or contain material likely to be considered offensive by customers or clients who may be visiting or conducting business with the Company. Material, which in the opinion of Management, is not in conformity with the above shall be called to the attention of a local union representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on the bulletin boards shall bear a signature and title of an authorized Union Representative.

NON-DISCRIMINATION

Section 15.24 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee.

Section 15.25 It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee for exercising his or her right to join or assist or refrain from joining or assisting any labor organization.

Section 15.26 The Company agrees that membership in the Union or any lawful activity on behalf of the Union will not interfere with an employee's advancement in the Company or continuity of employment.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCESS

GENERAL

Section 16.1 The Company and the Union recognize the right of any individual employee or group of employees to present grievances to Company representatives. It shall be the objective of both the Company and the Union to settle grievances, formally or informally, at the lowest step possible. If a settlement is reached either informally or at the first step of the grievance process, it shall be non-precedential and non-referable.

Section 16.2 Both the Company and the Union have the right to investigate the facts relating to a dispute between the parties and the Company and the Union agree to assist each other in the conduct of such investigations. On a case by case basis, the parties will provide to one another any requested documentation relevant to the dispute or issue raised in the grievance, subject to established policy, procedures or legal constraints regarding the protection of employee privacy.

Section 16.3 Neither the Company or its representatives, nor the Union, its local representatives or members, will attempt, by means other than the grievance procedure, to bring about the settlement of any issue which is properly a subject for disposition through grievance or arbitration procedures.

Section 16.4 Payment to authorized local union representatives presenting grievances shall be as follows:

- (a) Employees who are authorized local union representatives shall be paid for all time spent attending grievance meetings that occur during their scheduled hours, as well as for necessary time spent traveling to and from the grievance meeting during normal working hours. This time shall be considered time worked.
- (b) Unless otherwise provided specifically in this Article, no more than two (2) authorized local union representatives shall be paid and no more than two (2) local union representatives and two (2) Company representatives may meet for the purpose of grievance meetings.

Section 16.5 The time periods under this Article may be extended by written, mutual agreement of the parties.

Section 16.6 Upon mutual agreement of the Company and Union Bargaining Agents, any step of the grievance process may be by-passed.

Section 16.7 The Company and Union Bargaining Agents may, from time to time, mutually agree to modify this Article.

GRIEVANCE FORMAT

Section 16.8 Grievances which are filed must be in typewritten/legible form and must contain:

- (a) the name or names of the employees aggrieved;
- (b) the specific section or sections, if any, of this Agreement which are claimed to have been violated and a brief description of the circumstances out of which it arose; and
- (c) the local union's settlement proposal.

DISCIPLINE GRIEVANCES

Section 16.9 Sections 16.10 through 16.13 shall apply only to those disciplinary actions defined in Section 17.1 and Section 17.3 of this Agreement.

Step One

Section 16.10

- (a) The local union representative must file a grievance with the employee's immediate Director, or his or her designated representative, within thirty (30) calendar days after the event(s) giving rise to the grievance.
- (b) The local union and Company representatives shall meet within twenty-one (21) calendar days after the grievance was filed. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the local union may proceed to the next step of this process.
- (c) The local union will furnish the Company with a typewritten/legible acceptance, rejection or notice of appeal within fourteen (14) calendar days after receipt of the Company's disposition.

Step Two

Section 16.11 If the grievance is not resolved in Step One the CWA Staff Representative (or his or her local union designee on grievances related to written warnings, including warnings of dismissal) will present the grievance to a Labor Relations representative.

- (a) A joint Union-Company meeting will be held within thirty (30) calendar days after notice of appeal. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the Union may proceed to the next step of this process.
- (b) If the parties resolve the grievance at this step, the settlement shall be non-precedential and non-referable.
- (c) If the grievance is unable to be resolved during the meeting, the Union will have fourteen (14) calendar days to notify the Company of their intent to appeal the grievance through a bench arbitration process.
- (d) Discipline grievances that are filed because of written warnings, including warnings of dismissal, are not subject to bench arbitration. These grievances, if not resolved at Step Two, may be appealed by the CWA Representative to Arbitration.
- (e) Within one hundred and twenty (120) calendar days after notice of the appeal of the grievance, the Company and the Union shall submit the grievance to be heard before a mutually agreed upon neutral third party, who will conduct a bench arbitration. Extensions to the one hundred and twenty (120) calendar day timeframe may be mutually agreed upon by the Bargaining Agents.
- (f) Grievances that are filed because of pay-impacting discipline related to alleged violations of the Company's policies on discrimination, harassment, (sexual and other), workplace violence, off duty misconduct, and accurate books and records will not be subject to bench arbitration unless otherwise agreed to by the Company and the Union. These grievances, if not resolved at Step Two, may be appealed by the CWA Representative to Arbitration.

Section 16.12 If a grievance is not met on at Step One or Two within ninety (90) days from the event, the union may appeal the grievance to the Bargaining Agents for further review.

BENCH ARBITRATION

Section 16.13 Bench arbitrations shall be conducted in accordance with guidelines mutually established by the Company and Union.

- (a) The decision of the arbitrator shall be final and binding on both parties, and the Company and the Union agree to abide by such decision. The decisions shall be non-precedential and non-referable.
- (b) The arbitrator shall have no authority to change, add to or subtract from the terms of this Agreement.
- (c) The arbitrator shall determine whether the discipline was for just cause. Under no circumstances shall the Company be liable for back pay for more than eighteen (18) months after the date of the disciplinary action giving rise to the grievance.
- (d) With respect to the bench arbitration process, each party shall pay for the expenses of its own witnesses and representatives. The expenses and compensation of the neutral third party and the general expenses of the bench arbitration process shall be borne equally by the parties.

ALL OTHER GRIEVANCES

Step One

Section 16.14

- (a) Regional impacting grievances may be filed at Step Three.
- (b) The local union representative must file a grievance with the appropriate manager within thirty (30) calendar days after the event(s) giving rise to the grievance.
- (c) The only exception is that any grievance regarding the administration of the Post and Bid Process or other activity regarding placement of occupational employees shall be presented directly to the staffing personnel responsible for the decision which resulted in a grievance activity.

- (d) The local union and Company representatives shall meet within fifteen (15) calendar days after the grievance was filed. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the local union may proceed to the next step of this process.
- (e) The local union will furnish a typewritten/legible acceptance, rejection or notice of appeal within fourteen (14) calendar days following receipt of the Company's disposition.

Step Two

Section 16.15 If the grievance is not resolved at Step One, the local union representative will present the grievance to the appropriate Labor Relations representative. The process shall be as follows:

- (a) The local union and Company representatives shall meet within forty-five (45) calendar days after receipt of the notice of appeal to Step Two. The Company shall present its typewritten/legible proposed disposition within fourteen (14) calendar days after the grievance meeting. If the Company's proposed disposition is not presented within this time frame, the local union may proceed to the next step of this process.
- (b) The local union will furnish the Company with a typewritten/legible acceptance, rejection or notice of appeal within fourteen (14) calendar days after receipt of the Company's disposition.

Section 16.16 If a grievance is not met on at Step One or Two within ninety (90) days from the event, the union may appeal the grievance to the Bargaining Agents for further review.

Step Three

Section 16.17 Discipline cases, as defined in Section 16.9 of this Agreement, are not subject to Step Three of the grievance process. For any other grievance which is not resolved at Step Two, the Union Bargaining Agent(s) will present the grievance to the Company Bargaining Agent.

- (a) The Union and Company representatives will meet within forty-five (45) calendar days after receipt of the notice of appeal from Step Two. The Company will furnish the Union with a typewritten/legible disposition within forty-five (45) calendar days after the grievance meeting. This requirement may be satisfied by the parties mutually agreeing to submit the grievance to an alternative dispute resolution process, provided that the process is completed and the Company provides the Union with a typewritten/legible disposition within forty-five (45) calendar days after receipt of the notice of appeal from Step Two.
- (b) Within thirty (30) calendar days after receipt of the Third Step disposition, the Union must notify the Company in writing of its intent to reject, accept or arbitrate the proposed Third Step disposition.

ARBITRATION

Section 16.18 After the Company has received a written notice of intent to arbitrate under Section 16.11(f) or Section 16.17(b) of this Agreement, the grievance shall be arbitrated subject to the following conditions:

- (a) The provisions for arbitration shall apply only to controversies regarding the true intent and meaning of any provisions of this Agreement or regarding a claim that a commitment made in this Agreement has not been fulfilled or regarding discipline described in Section 16.11(f) above.
- (b) Within sixty (60) calendar days of receipt of the notice of intent to arbitrate, the Company and the Union Bargaining Agents shall meet and attempt to negotiate a settlement. If such efforts are unsuccessful, the Union will request a panel provided by the Federal Mediation and Conciliation Service.
- (c) The arbitration hearing shall be scheduled as soon as possible, subject to the schedules of the participants, and carried to a conclusion as expeditiously as possible. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall render a decision in writing to both parties within sixty (60) calendar days of the completion of the hearing.

Section 16.19 The decision of the arbitrator shall be final and binding on both parties, and the Company and the Union agree to abide by such decision.

Section 16.20 The arbitrator shall have no authority to change, add to or subtract from the terms of this Agreement.

Section 16.21 In disciplinary cases, the arbitrator shall determine whether the discipline was for just cause. Under no circumstances shall the Company be liable for back pay for more than eighteen (18) months after the date of the disciplinary action giving rise to the grievance.

Section 16.22 Each party shall pay for the expenses of its own witnesses. The expense of the arbitrator or neutral third party and the general expenses of arbitration shall be borne equally by the Company and the Union.

Section 16.23 The following shall not be arbitrable under this Article:

- (a) training selections under Section 7.1 of this Agreement;
- (b) administration of the Voluntary Separation Payment Program;
- (c) demotions and terminations under Article 23 of this Agreement;
- (d) the terms and administration of pension and welfare benefit plans which are subject to the Employee Retirement Income Security Act of 1974, as amended (including, without limitation, the terms of any proposed change in such plan, plan administration and matters of eligibility);
- (e) disciplinary actions involving employees with less than one year Term of Employment;
- (f) Company or Union initiated job evaluations under Article 6 of this Agreement;
- (g) any other subjects mutually agreed to by the Company and Union Bargaining Agents.

ARTICLE 17

DISCIPLINE

Section 17.1 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are going to be recorded in the personnel file, suspension, demotion or dismissal for just cause) is to be taken, a local union representative shall be present if the employee so requests.

Section 17.2 If the affected employee did not request local union representation, and such action was taken, notice shall be given to the appropriate local union representative.

Section 17.3 In the event an employee is dismissed, suspended, demoted or had a warning put in their personnel file, a charge that the action taken was without just cause shall be handled in accordance with Article 16 of this Agreement.

Section 17.4 For the purposes of this Agreement, the following definitions apply:

- (a) A dismissed employee is one whose service is involuntarily terminated from the Company for any reason other than transfer to or engagement by another employer, layoff, resigned, work completed (for Regular Term employees), retirement or death.
- (b) A suspended employee is one who is prospectively prohibited by the Company from working for a specific period of time for disciplinary reasons.
- (c) A demoted employee is one who, as a result of discipline for any reason, is transferred to a different job that has a lower maximum basic rate of pay. Retreats under the Post and Bid Process or placement as a result of medical restrictions are not considered demotions in this Agreement.

ARTICLE 18

EMPLOYEE CLASSIFICATIONS

REGULAR FULL-TIME EMPLOYEES

Section 18.1 A Regular Full-Time employee is one who is scheduled to work at least forty (40) hours per calendar week for an indefinite period of time.

REGULAR PART-TIME EMPLOYEES

Section 18.2 A Regular Part-Time employee is one who, for an indefinite period of time, will be scheduled to work fewer hours than a Regular Full-Time employee is usually scheduled to work in a calendar year.

- (a) Part-Time: will be scheduled to work for at least one thousand one hundred fifty (1,150) hours per calendar year. At the mutual agreement of the employee and the manager, the employee may be scheduled fewer hours.
- (b) Part-Time Seasonal: will be scheduled to work for at least one thousand one hundred fifty (1,150) hours per calendar year and may not be scheduled during the slow work season as determined by the manager.

Within an RCA, up to fifteen percent (15%) of the workforce within a job title may be classified as Part-Time Seasonal employees. Within an RCA up to fifteen percent (15%) of the workforce within a job title may hold the combined classifications of Part-Time Seasonal and Regular Part-Time. The fifteen percent (15%) may be exceeded upon mutual agreement between the Company and the local union up to a maximum of twenty percent (20%). Exceptions that exceed twenty percent (20%) require mutual agreement between the Union and Company Bargaining Agents.

Regular Part-Time employees (Part-Time Seasonal and Part-Time) will be scheduled tours of at least four (4) hours.

Section 18.3 For employees who are classified as Regular Part-Time (Part-Time Seasonal and Part-Time) after January 1, the scheduled hours under this Section shall be prorated by multiplying 1,150 by a fraction which has a numerator equal to the number of weeks remaining in the calendar year and a denominator of 52.

Section 18.4 Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall be eligible to participate, on the same basis as Regular Full-Time employees, in the Qwest Health Care Plan, Group Life Insurance Program and the Long Term Care Plan.

Section 18.5 Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall be eligible to participate in the Qwest Savings and Investment Plan (QSIP) and such participation shall be based on his or her actual wages.

Section 18.6 Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall be eligible to participate in the Qwest Pension Plan on a prorated basis, as provided by the terms of such plan.

Section 18.7 Regular Part-Time employees (Part-Time Seasonal and Part-Time) shall receive pay for contractually authorized holidays, vacations, personal days, Company designated personal days, paid absence under Article 12, Qwest Disability Plans, separation payments under Article 19 and other "time paid for but not worked", on a prorated basis, based on the employee's current "equivalent work week", at their basic wage rate, plus any applicable differential.

Section 18.8 Regular Part-Time employees (Part-Time Seasonal and Part-Time) may schedule personal and vacation time on days they are not scheduled to work. Part-Time Seasonal employees who schedule vacation during the slow season months as determined by the Company will be paid based on a forty (40) hour equivalent work week.

Section 18.9 When a Regular Full-Time employee transfers to a Regular Part-Time classification (Part-Time Seasonal or Part-Time), he or she will maintain an equivalent work week of forty (40) for the remainder of the calendar year. When a Regular Part-Time employee transfers to a new assignment with a Part-Time or Part-Time Seasonal classification, he or she will maintain their existing equivalent work week for the remainder of the calendar year.

When any other employee, i.e. a new hire, Regular Term, or Incidental, is assigned to the Part-Time (Part-Time Seasonal or Part-Time) classification, he or she will be assigned an equivalent work week (EWW) of 35. The EWW will remain in effect for the balance of the calendar year adjusted in accordance with the timeframes noted in Section 18.10.

Section 18.10 The equivalent work week will normally be determined by dividing the total of actual time worked and time paid for but not worked during the twelve (12) months preceding December 1 of each year (minus time worked and paid for at the applicable overtime rate) by 52.2 and rounding the result to the next higher whole number. On or about December 1 of each year, each Regular Part-Time employee's equivalent work week will be reviewed and, if appropriate, adjusted. Such adjusted equivalent work week will be effective on January 1 of the following year and will remain in effect until adjusted under this paragraph.

Example: 1,375 hours divided by 52.2 equals 26.3; rounded to the next higher whole number equals an equivalent work week of 27.

Section 18.11 Any Regular Part-Time or Seasonal employee with an EWW of forty (40) hours for the last two (2) consecutive calendar years, as outlined in Section 18.10, will have the option of converting to Regular Full-Time.

INCIDENTAL EMPLOYEES

Section 18.12 An Incidental employee is one who, for an indefinite period of time, is employed on an as needed basis for a cumulative total of less than eight hundred fifty (850) hours in a calendar year. The terms of Articles 11, 12, 13, 14 and 23 shall not apply to Incidental employees. Incidental employees shall not participate in the Qwest Health Care Plan (except as stipulated in 18.13), Group Life Insurance Program, Qwest Disability Plans, Long Term Care Plan, or any other employee benefit plan which does not expressly include Incidental employees as a class of employees.

The Company shall have no more than four hundred sixty-four (464) Incidental employees on the payroll. Exceptions to this restriction may be agreed upon at the Bargaining Agent level. The Company shall provide to the Union a quarterly report that contains the number of Incidentals.

Section 18.13 An Incidental employee may participate in the Qwest Health Care Plan for medical coverage only (not for vision, dental or spending accounts):

- (a) Beginning in the first calendar month after he or she completes one hundred eighty (180) consecutive days on the Company's payroll; and
- (b) Provided that he or she pays the full cost for coverage elected by the employee.

Section 18.14 An Incidental employee shall receive a progression wage increase whenever his or her cumulative, actual hours worked and paid for equal one thousand forty (1,040) hours or multiples thereof.

Section 18.15 The Company will not schedule an Incidental employee for a tour shorter than four (4) hours.

Section 18.16 The Company may assign an Incidental employee to any job title for which he or she is basically qualified.

REGULAR TERM EMPLOYEES

Section 18.17 A Regular Term employee is one who is employed for a specific project with the definite understanding that his or her employment will terminate upon completing the project. A Regular Term employee shall be further classified as either "Full-Time" or "Part-Time". Regular Term Full-Time employees shall have the benefits and entitlements of Regular Full-Time employees. Regular Term Part-Time employees shall have the benefits and entitlements of Regular Part-Time employees.

Section 18.18 A Regular Term employee will ordinarily be hired for a period of up to three (3) years. With the Union's concurrence, a Regular Term employee may be employed for more than three (3) years if the Company assigns such employee to work on a specific customer contract which extends beyond three (3) years.

Section 18.19 The terms of Articles 19, 21, and 23 shall not apply to Regular Term employees. Regular Term employees may not participate in the Training/Retraining Program.

Section 18.20 Any Regular Term employee whose period of employment is shortened by the Company from his or her initial period of employment without two (2) weeks notice shall be paid a lump sum equal to the employee's basic wage rate for two (2) weeks.

GENERAL

Section 18.21 The Company intends to use Part-Time, Term, and Incidental employee classifications as a strategy to assist in fulfilling the intent of the Letter of Agreement on Contracting of Work and to manage effectively changing customer and employee needs, periodic shifts in business demands and evolving needs of the business.

Use of these classifications as an alternative to contracting will be discussed with CWA representatives as outlined in the Letter of Agreement on Contracting of Work.

ARTICLE 19

FORCE ADJUSTMENT AND FORCE REDUCTIONS

FORCE ADJUSTMENT DECISIONS

Section 19.1 The Company shall determine when it may be necessary to make force reductions. The three available options include ZIPP Voluntary Separation Payment Program (ZIPP VSPP), Reduction of Hours, and the declaration of a formal surplus. Prior to implementation of a formal surplus, the Company should, if applicable, adjust its force under the provisions of Article 20.

When force adjustment becomes necessary in any Adjustment Group within an RCA, the Company shall first discontinue or reduce the use of any Incidental or Term employees within the Adjustment Group where the force is to be reduced, to the extent that such termination of services does not impact the Company's ability to meet the demands of service or force adjustment transition process.

ZIPP VOLUNTARY SEPARATION PAYMENT PROGRAM (ZIPP VSPP)

Section 19.2 The Company may, at its discretion, offer the option of ZIPP VSPP by seniority within a title, within an RCA, and Organization, in order to eliminate the need for other force adjustment processes. Employees who accept ZIPP VSPP will be entitled to all regular Voluntary Separation Payment Program (VSPP) separation entitlements.

REDUCTION OF HOURS

Section 19.3 Whenever, in the judgment of the Company, there exists a need for a temporary reduction in work time, the Company agrees to give the Union fifteen (15) calendar days notice of its intent to negotiate a Reduction of Hours Program. The Company will determine the extent of the reductions required and the Adjustment Group(s) and RCA(s) affected. The Company and Union will work together in order to minimize the impact on the employee groups. Reduction of Hours may include either voluntary or involuntary reduction of hours but will require mutual agreement of the parties.

When a Reduction of Hours Program is administered in locations where a state-approved program exists that provides partial payment of unemployment insurance benefits (to eligible, participating employees), the Company shall submit an application to the appropriate state agency to establish eligibility for such benefits.

Nothing in this section prohibits the Company from combining Reduction of Hours with other force adjustment provisions.

FORMAL SURPLUS DECLARATION

Section 19.4 The Company's Bargaining Agent will provide written notice to the Union's Bargaining Agent, providing a description of the location(s) or area(s), title, and work group(s) affected. After such notice to the Union, the local Company organization and the local union representative will together notify the employees within the affected work group(s). The Company will provide the affected work group with a minimum of ninety (90) calendar days notice. The Company and Union may agree to a modification of the notification period. Should it become necessary to increase the declaration number once surplus has been formally declared in an Organization within a title and RCA, a new declaration must be made for the entire force group with a revised ninety (90) day resolution date.

ADJUSTMENT GROUP

Section 19.5 The Company shall determine the work groups or titles to be force adjusted (the "Adjustment Group"). The Adjustment Group will include all Regular employees within the same Organization having the same title who are within a Reasonable Commuting Area ("RCA") as defined in Addendum 6. The Company and the Union may mutually agree to a different Adjustment Group, e.g. one that combines titles, includes employees in different Organizations performing essentially the same type of work in the same or different title within the RCA, or considers factors such as function based skill requirements within a title, Organization and RCA. The Union and Company agree to give good faith consideration to requests that would alter the Adjustment Group.

SURPLUS RESOLUTION PROVISIONS

Section 19.6 Employees in the Adjustment Group, within seven (7) calendar days of the surplus notification, will be covered on the provisions and entitlements available under this Article. Available surplus resolution provisions include reassignment, Voluntary Separation Payment Program (VSPP), Surplus Transitional Leave of Absence (STLA), Expanded Voluntary Separation Payment Program (EVSP), elimination of contractors, Incidentals and Terms, and layoffs/Involuntary Separation Payment Program (ISPP). Details on these provisions are as follows:

- (A) **Reassignment:**

- (1) **Follow your Work:** When work of a Force Adjustment Group(s) is being transferred to another RCA, the Company shall offer employees in the Adjustment Group(s) the opportunity to transfer to the work group(s) in the receiving RCA when there are openings the Company determines are to be filled. Such transfer shall not create a surplus in the same title and function in the receiving RCA.
- (2) **Post and Bid:** Surplus employees will receive priority consideration for downgrade or lateral placement opportunities through the Post and Bid Process based on TOE provided they meet the basic qualifications to perform the duties. Basic qualifications would include any test/skill requirements. However, in some circumstances, the Company may find it necessary to reserve the right to select a candidate that is better qualified in jobs which fall in Wage Scale 4 and above. Such occurrences will be discussed with the Union. Exceptions may be agreed upon at the Bargaining Agent level. Placement in an opening at any Qwest subsidiary will be governed by the staffing guidelines of that subsidiary.

- (a) **Reassignment Pay Protection Allowance (RPPA):** If an employee accepts an assignment at any Qwest subsidiary where the current rate of pay (hourly equivalent) of the new position is less than the current rate of pay (hourly equivalent) of the employee's regular position (excluding lateral zone adjustments), the employee will be paid the difference between their current rate (hourly equivalent) and the rate (hourly equivalent) of the new position in bi-weekly payments based on the employee's TOE at the time of the assignment in accordance with the following table:

TOTAL AMOUNT OF ALLOWANCE PAY

Term of Employment	Period of Payment
0 but less than 5 years	13 weeks
5 but less than 10 years	39 weeks
10 but less than 15 years	78 weeks
15+ years	156 weeks

If an employee is subsequently downgraded through another force adjustment he/she will be entitled to a second RPPA which will run concurrently with the remainder of the first RPPA period.

RPPA will be subject to recalculation if a subsequent promotion occurs within the Company due to a subsequent force adjustment.

RPPA will be discontinued upon regular movement through the Post and Bid Process.

- (b) **Relocation:** A Regular employee who accepts an assignment under the provisions of this Article will be reimbursed for the cost of moving in accordance with Addendum 2 if the employee: (a), has more than one (1) year of TOE; (b), must travel more than fifty (50) miles further to the new work location from his/her residence than to the existing work location; and, (c), as a result, elects to relocate.

- (3) **Discretionary Job Offers:** The Company may, at its discretion, offer an employee a lateral or upgraded position for which the employee is basically qualified which would not require the employee to travel more than thirty-five (35) miles further to their new work location than to their former work location. This offer may be made regardless of whether the employee has submitted a self-nomination for the position. Rejection of this offer will result in forfeiture of Article 19 entitlements except priority consideration as described above.

- (B) **Voluntary Separation Payment Program (VSPP):** The Company shall offer Regular employees within an Adjustment Group, the opportunity to elect voluntary separation payments under VSPP. This offer will be in order of TOE. The number of employees who make such election shall not exceed the number of employees the Company determines to offer this alternative. Neither such determination by the Company or any other part of the VSPP Sections of this Article shall be subject to arbitration.

Employees who elect to leave the service of the Company as a VSPP participant may receive, in combination with such benefits, a retirement service pension (if eligible for such pension) plus compensation for any accrued, unused entitlement time to which the employee is entitled at the time of leaving the Company. The Company will set the separation date(s) that are applicable to employees electing to separate as a VSPP participant.

Any employee who elects to leave the service of the Company as a VSPP participant shall not have eligibility to the Recall Rights Provision outlined in Section 19.6 (l) of this Article.

An employee's election to leave the service of the Company and receive voluntary separation payments must be in writing, and delivered to the Company within ten (10) working days from the date of the Company's offer in order for the employee to be accepted as a participant under the provisions of VSPP. Such election may not be revoked after the ten (10) day period.

The voluntary separation payments elected in accordance with VSPP will be calculated as follows:

- (1) One thousand one hundred dollars (\$1,100) for each year of TOE (prorated for any partial year of service) to a maximum of twenty-six thousand four hundred dollars (\$26,400), but in no event to exceed twice the base annual salary plus applicable differentials.
- (2) Employees separated under the provisions of VSPP will be treated under the Separation Payment Guidelines outlined in Section 19.6(H).

- (C) **Surplus Transitional Leave of Absence (STLA):** Employees in an Adjustment Group may elect STLA for a maximum of two (2) years if they meet all eligibility requirements. STLA is in lieu of separation payments. An employee is STLA eligible if they are on the active payroll and in a position identified as surplus, and either currently eligible for a pension (i.e., service or disability pension), or within two years of the actual age and/or years of service required for a service pension. (This includes employees within two (2) years of bridging the necessary service).

The time on leave counts toward service pension eligibility and for computing the amount of service pension. Any reduction for early retirement will apply based on the employee's actual age and service at the time of retirement at the end of the STLA.

Medical, dental, and vision benefits along with Group Life Insurance will continue during the leave the same as for an active employee. If an employee elects to continue Supplemental Life, Dependent Life and Long-Term Care Insurance, they will be billed. Contributions to Dependent Care Spending Accounts will be suspended; however, claims on amounts remaining in the account for expenses incurred through the end of the calendar year in which the suspension of contributions occurred may be billed. Health Care Spending Accounts will only be available (under the provisions of COBRA) on an after-tax basis; if employees do not elect to continue, only those expenses incurred through the date the STLA commences can be reimbursed.

For those eligible employees, telephone concession as well as PATHWAYS will continue during the leave.

QSIP contributions will cease. Employees may request withdrawals, fund transfers, or loans while on leave, but may not request total distribution of their account.

STLA will expire prior to the end of the two (2) year period if the employee on leave is hired by any Qwest entity or any former Bell System company and is covered for interchange of benefit obligation, including Mandatory Portability Agreement or Divestiture Interchange Agreement, if the employee on leave designates a date within the two (2) year period that the STLA is to end, or in the event of the death of the employee.

- (D) **Expanded Voluntary Separation Payment Program (EVSPP):** Approximately forty five (45) days prior to the resolution date, the Company may elect to expand the VSPP election to other force groups not affected by a force adjustment, within or outside the RCA, as an additional method to reduce an Adjustment Group. Employees in the Adjustment Group who are facing layoff shall be considered for positions once during the expanded VSPP process. Administration and application of an expanded VSPP offer shall be in accordance with the mutually established guidelines which are set by the Company and Union Bargaining Agents.

- (E) **Elimination of Incidentals and Terms:** In order to avoid a layoff, employees classified as Incidental and Term within an RCA shall be released prior to looking at contracting provided, however, that such employees may be retained or employed temporarily to meet emergency or peak load situations, or to perform functions that employees in the Adjustment Group are not skilled or trained to perform.

No later than twenty (20) calendar days prior to the resolution date, the Company shall provide to the Union a list of Incidentals and Term employees who work in the impacted RCA. The list shall include their titles and the number of hours they have worked in the last six (6) months

Impacted employees who have indicated an interest in replacing a Term/Incidental shall be offered these positions if they have the skills and training to perform such work.

- (F) **Elimination of Contractors:** Work previously performed by represented employees (since August 13, 1989) currently being performed by contractors for the Company will be treated as follows:

- (1) **Contracting Within the RCA:** As of the date of a proposed layoff, contracting within the impacted RCA shall be discontinued to the extent necessary to avoid the laying off of Regular employees if there are any employees in the Adjustment Group who have the training and skills to perform such work. Work that was previously performed within a job title shall be brought back within the job title. This does not preclude the Company from initiating an Article 6 job evaluation on a work function.

No later than fifteen (15) calendar days prior to the resolution date the Company shall provide the Union a list of contractors who are performing work previously performed by represented employees in the impacted RCA. The list shall include the type and amount of work they perform in the RCA.

Work that must be returned in accordance with this subsection will be returned under the following guidelines:

- (a) Work previously performed within a job title shall be returned and assigned to employees in the adjustment group with the skills and training to perform such work.
- (b) If the returned work, as outlined in subsection (a), does not resolve the surplus, work previously performed outside of the title shall be offered to the impacted employees that have the skills and training to perform the work. However, if the returned work will create an opportunity for an upgrade, the Company will offer returned work to employees in the Adjustment Group that have the skills and training to perform the work. The local union shall assist in the identification of non-impacted employees who would be interested in such an opportunity.

The fact that expense may be incurred shall not be a factor in returning the work unless it imposes a significant start-up expense or investment requirement (e.g. purchasing a backhoe, test set, trencher, or a mini-sneak would not be considered significant).

- (2) **Contracting from Call Centers:** Call Center work previously performed by represented employees in the impacted center that was contracted out by the Company after August 16, 2003, shall be discontinued to the extent necessary to avoid laying off Regular employees if the impacted employees have the training and skills to perform the work and the return of work can be achieved with no more than a de minimus added cost to the Company.

The Company would return the contracted work to the impacted center if the work being returned were of a similar nature to the work being performed in that center. However, if the center is now performing work dissimilar to that of the contracted work, the Company would place the contracted work in a center of their choice.

In a situation where there is a center closure, the Company must discontinue the contracted work previously performed by represented employees in the impacted center in an amount equal to the number of employees to be laid off. The Company would place the contracted work in a center of their choice.

Where there are open positions described in each of the above two paragraphs, the employee(s) in the Adjustment Group shall be offered the option to perform the returned work in the new location.

If the Company contracted only particular function(s) previously performed by a represented job title, and the Company returns that work under this Section, the Company can choose to have the contracted function(s) performed separately rather than integrating the work back into an existing job title. If it does so, a new job title and/or wage scale may be created in accordance with Article 6 of this Agreement, and the thirty (30) calendar day period for implementation of the Company's proposed title and wage scale as outlined in Article 6.1(b) shall be waived. Although not required by this subsection, if the Company chooses to bring in contracted work not previously performed by represented employees where they have the skills and training to perform such work, the terms of this paragraph will also apply.

For purposes of this Section, an employee shall be considered to have the necessary training and skills if the employee meets the following criteria:

- (a) He/she has passed the appropriate screens and tests for the work being returned;
- OR**
- (b) He/she currently holds the title of the work being returned and is performing or has performed the work being returned for more than six (6) months in the last five (5) years. This may not apply if the work being returned has significantly changed since the employee performed the work;

AND

- (c) He/she can become proficient in the basic job duties of the returning work with minimal training, normally not to exceed two (2) weeks.

- (G) **Layoff Procedures:** If a force adjustment will necessitate layoffs involving Regular employees, the Company Bargaining Agent shall notify the Union Bargaining Agent in writing, at least fifteen (15) calendar days prior to taking such action, and shall offer to negotiate with the Union concerning the best alternative methods for further reduction of the Adjustment Group and preventing layoffs. If no agreement is reached in fifteen (15) calendar days, further reductions of the Adjustment Group shall proceed under the Company's original plan for force adjustments.

Layoffs shall be made effective among employees in inverse order of TOE within the defined Adjustment Group in an RCA, subject to the following conditions:

Regular employees laid off under the provisions of this Article will be entitled to involuntary separation payments under the Involuntary Separation Payment Program (ISPP), plus compensation for any accrued, unused entitlement time to which the employee is entitled at the time of leaving the Company. Employees who leave the service of the

Company as a participant in ISPP may receive, in combination with such benefit, a retirement service or vested pension (if eligible for such pension).

The involuntary separation payments paid in accordance with the ISPP Table will be calculated based on TOE as follows, but in no event to exceed twice the base salary plus applicable differentials:

ISPP TABLE

TERM OF EMPLOYMENT (TOE)	DOLLAR PAYMENT	TERM OF EMPLOYMENT (TOE)	DOLLAR PAYMENT
less than 1 <u>year</u>	less than \$ 600	20	16,900
1	600	21	18,400
2	1,200	22	19,900
3	1,800	23	21,400
4	2,400	24	22,900
5	3,000	25	24,400
6	3,600	26	25,900
7	4,200	27	27,400
8	4,800	28	28,900
9	5,400	29	30,400
10	6,400	30	31,900
11	7,400	31	33,400
12	8,400	32	34,900
13	9,400	33	36,400
14	10,400	34	37,900
15	11,400	35	39,400
16	12,400	36	40,900
17	13,400	37	42,400
18	14,400	38	43,900
19	15,400	39	45,400
		40	46,900
		41	48,400
		42	49,900
		43	51,400
		44	52,900
		45	54,400
		Etc.	Etc.

Employees who are separated under the provisions of ISPP will be treated under the Separation Payment Methods outlined in Section 19.6 (H).

(H) **Separation Payment Method:** Employees will receive a separation payment, extended medical/dental and vision benefits, and education benefits under VSPP or ISPP provisions in accordance with the following:

(1) A lump sum payment to be made within sixty (60) calendar days after the employee has left the service of the Company. If an employee who has received a separation payment is re-employed as a Regular employee by any Qwest subsidiary, they will repay the difference between (a) the lump-sum paid; and (b) the amount the employee would have received between the date of separation and date of re-engagement if the separation payment had been paid out using a bi-weekly payment method. Repayment of this amount shall be made at the time of re-employment or, if deemed appropriate by the Company, through the terms of the current Qwest Payroll Policy.

If an employee who left the Company under VSPP or ISPP is subsequently re-employed and again paid payments under this Article, the separation payments in the case of the second or of any subsequent VSPP or ISPP participation, shall be based upon the employee's TOE, less any prior separation payments received (if required as outlined in the prior paragraph) and not refunded to the Company.

(2) Regular employees who are not eligible for a service pension and whose employment is terminated as a result of a layoff or application of the force adjustment provisions of the VSPP, shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans or successor plans, as follows:

To exercise any of the following options, the employee must complete and return the COBRA Election Form, contained within the COBRA packet sent to the employee following separation, within sixty (60) calendar days of receipt.

- (a) An employee with less than one (1) year of TOE, who is eligible for coverage at the time of termination of employment, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.
- (b) An employee whose TOE is at least one (1) year, but less than five (5) years, will be eligible for coverage, at Company expense, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense, by paying the monthly premium amount.
- (c) An employee whose TOE is five (5) years or more will be eligible for coverage, at Company expense, for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If, during the period of any extended medical/dental/vision coverage as described above, the plans are changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended coverage program.

- (3) Employees shall be eligible to participate in the PATHWAYS Program outlined in this Agreement. (See Letter of Agreement on PATHWAYS to the Future)

(I) **Recall Rights:** Regular employees laid off under the provisions of this Article shall be recalled in order of TOE for Regular Part-Time or Regular Full-Time job vacancies within the same title or lateral titles in the same wage scale, Organization and RCA where the layoff occurred provided:

- (1) the employee has not been laid off more than two (2) years;
- (2) the employee is able to perform the essential functions of the job, (e.g. he/she would not be entitled to recall if a medical restriction prevented him/her from performing those functions);
- (3) the employee successfully completes all applicable pre-placement screens, (i.e. drug test, background check);
- (4) the employee has submitted a self-nomination request through the Post and Bid Process for the posted job in the same title or lateral titles in the same wage scale, Organization and RCA from which the layoff occurred;
- (5) the employee can become proficient in the basic job duties of the job title, if different than the job title the employee was laid off from, with minimal training, normally not to exceed two (2) weeks.

If an employee was on a step of discipline at the time of layoff, the employee will not be eligible for recall.

When an employee accepts a recall offer to the same title or lateral title in the same wage scale, the Company has fulfilled its recall obligation. An employee, who accepts a recall offer and subsequently resigns, fails training or is terminated from employment, will no longer have recall rights. An employee who declines a recall offer of employment will no longer have recall rights.

Failure to report for duty on a start date no less than seven (7) calendar days from the final job offer date constitutes a declination and a forfeiture of recall rights.

Layoffs Not Constituting a Break In Service

Section 19.7 When an employee is laid off due to lack of work and such employee is re-engaged as Regular or Regular Term within a two (2) year period from date of layoff, prior service will be credited as follows:

- (a) Immediately upon reinstatement providing the period was six (6) months or less;
- OR**
- (b) When the period of layoff exceeds six (6) months, service will be deducted for the period of layoff.

NOTE If an employee returns to work within two (2) years of the layoff under any classification other than Regular or Regular Term, the layoff bridge rule will be applied if the employee, without interruption in service, is later reclassified as a Regular or Regular Term employee.

ARTICLE 20

LATERAL FORCE REARRANGEMENT

Section 20.1 The Company may adjust its force within an Organization within or between Reasonable Commuting Areas (RCA) for such reasons as force leveling/force imbalances. This will be handled outside the Post and Bid Process provisions of Article 21 and does not require invoking the provisions of Article 19, except as provided in this Article, in accordance with the following provisions:

WITHIN A REASONABLE COMMUTING AREA

Section 20.2 The Company may reassign employees within an RCA, as defined in Addendum 6; such reassignment may involve changes from one job assignment to another within the same title and/or from one work location to another within an Organization. The reassignment will be made from the identified work group(s) and title from among employees performing essentially the same type of work function in the work location(s) impacted.

(a) If a reassignment would qualify an affected employee to relocate his/her residence as defined under Section 19.6 (A) (2) (b), the employee will be eligible for relocation expenses if the employee elects to relocate, subject to the following conditions:

(1) Employees who elect to relocate under the provisions of Lateral Force Rearrangement are limited to a one (1) time eligibility for relocation expenses within each Reasonable Commuting Area (RCA);

AND

(2) Relocation expenses will only be paid for relocations that are made within the geographic parameters of the RCA in which the employee is reassigned.

NOTE: The Company agrees to review any unusual individual hardships associated with the limitations outlined in Section 20.2 (a) (1) and Section 20.2 (a) (2) above.

(b) An employee's regular assignment shall not be changed for a period of less than six (6) months except when the change is made at the employee's request or for temporary changes in assignment.

(c) The Company will consider Term of Employment (TOE) in selecting employees for lateral force rearrangements.

OUTSIDE A REASONABLE COMMUTING AREA (RCA)

Section 20.3 When the Company finds it necessary or appropriate to reassign employees to a reporting location which is outside the RCA, the Company will seek volunteers in the title from among employees performing essentially the same type of work (function) in the work location(s) the Company identifies as having force available for reassignment.

(a) Such reassignment, if any, will be accomplished from among volunteers in order of TOE. An employee's election to participate in reassignment outside of their RCA is strictly voluntary.

(b) If such rearrangement would qualify an affected employee to relocate his/her residence as defined under Section 19.6 (A) (2) (b), the employee will be eligible for relocation expenses if the employee elects to relocate.

(c) The Company will notify the Union Bargaining Agent of any reassignments under this Section. Such notice will be in advance of the employee's report date.

Section 20.4 Employees may initiate a request for reassignment within the same title, within their Organization, within the same RCA without going through the Post and Bid Process. The Company and local union are encouraged to work together to determine the guidelines for employee initiated moves within an RCA.

(a) Employees requesting such reassignment would not be eligible for relocation expenses.

(b) The Company will consider factors such as TOE and qualifications in granting an employee initiated reassignment.

ARTICLE 21

POST AND BID PROCESS

APPLICATION

Section 21.1 Eligible occupational employees desiring a transfer to a different job title in the same location, to the same job title in a different location, or to a different job title in a different location may submit unlimited self-nomination requests for posted positions with the Company.

SELECTION

Section 21.2 In the selection of employees for posted positions, the Company will adhere to the principle that Term of Employment (TOE) will govern if all other qualifications of the individuals considered are determined to be substantially equal. The selection process will be modified during a force adjustment as outlined in Article 19, Section 19.6 (A).

ELIGIBILITY REQUIREMENTS

Section 21.3 An employee meets eligibility requirements provided the employee:

- (a) Is classified on the payroll as Regular Full-Time or Regular Part-Time;
- (b) Meets time-in-title/location requirements. The employee is responsible for accurately reporting time-in-title/location fulfillment on the pre-screening questions. The time-in-title/location requirement will be waived or amended under the following conditions:
 - (1) Waived - Employee is part of a Force Adjustment Group treated under the provisions of Article 19;
 - OR
 - (2) Waived - Employee is being treated under Article 23; or
 - OR
 - (3) Waived - Employee had their former title changed under Article 6 processes. In such cases, the employee will not have to re-establish time-in-title. Time spent in the former title will be accrued to the new assigned title;
 - OR
 - (4) Waived - Regular Full-Time employees who accepted Part-Time positions under the reassignment provisions of Article 19;
 - OR
 - (5) Waived - Employees placed under the provisions of Article 19 into a lower rated wage schedule will have time-in-title/location waived for an initial placement following the downgrade. Subsequent movement will be subject to time-in-title/location unless returning to the job title held at the time of the Article 19 downgrade. These employees will also have priority consideration back to the job title held at the time of downgrade following any priority consideration obligations for current force adjusted employees and/or employees on an Article 23 job search. This priority consideration will be in effect for two years following the date of the Article 19 downgrade.
 - OR
 - (6) Amended - Employees placed under the provisions of Article 19 into a lateral wage schedule will be required to fulfill one-half (1/2) of the required time-in-title for that position.
- (c) Is not on corrective action for any area of performance, including attendance, in their current job unless their placement/selection is a result of reassignment under the provisions of Article 19 or Article 23.

TIME-IN-TITLE / LOCATION

Section 21.4 Time-in-title and time-in-location requirements for self-nomination request eligibility are as follows:

Wage Scale Group or Title	Time-In-Title	Time-In-Location
1, 2, I	30 months	18 months

3, 4, 5, M, Sales Consultant,	24 months	15 months
<u>Center Sales Associate,</u>	<u>24 months</u>	<u>15 months</u>
<u>Center Sales and Service Associate</u>	<u>24 months</u>	<u>15 months</u>
C, D	18 months	12 months
E	12 months	12 months
6, 7, 8, 9	12 months	9 months
F	12 months	6 months
10, 11	6 months	6 months

Time-in-title and time-in-location requirements indicate minimum standards. The Company and Union Bargaining Agents can agree to reduce or extend the time frames.

PART-TIME EMPLOYEE PROVISIONS

Section 21.5 Regular Part-Time employees shall be able to submit self-nomination requests for a full-time position in the same job title and same job function after fulfilling the time-in-location requirements. For moves to titles other than the employee's current title, time-in-title requirements will have to be met.

RELEASE PROVISIONS

Section 21.6 When an employee is selected for a position through the Post and Bid Process, the sending Organization will release the employee within a reasonable time frame, which would normally be two (2) weeks. An employee may be held back due to needs of the business for a period of up to thirty (30) calendar days. Release dates for lateral or lower rated short duration assignments through the Post and Bid Process will be subject to the needs of the business.

RETREAT PROVISIONS

Section 21.7 Except in force adjustment situations, both management and employee initiated retreat rights apply to moves through the Post and Bid Process. The time frame for either management initiated or employee initiated retreats will be sixty (60) calendar days following the placement in the new job or after formal classroom training. Employee initiated retreats are subject to available openings with the employee being placed in the next available open position. Employees who initiate a retreat will, upon return to their former position, be required to fulfill time-in-location requirements prior to being eligible to submit future self-nomination requests through the Post and Bid Process. The Company and Union Bargaining Agents may extend the time frame for employee or management initiated retreat requests to their former title for select titles with mutual agreement.

TEMPORARY (SHORT DURATION) ASSIGNMENTS

Section 21.8 Temporary assignments not accomplished under other applicable provisions of the Agreement will be filled as follows:

ASSIGNMENTS UP TO 180 CALENDAR DAYS

- (a) The Company has the option of using the provisions of this Article to fill temporary assignments for durations of less than one hundred eighty-one (181) calendar days. Employees placed in temporary upgrades under this option shall be treated in accordance with Addendum 1, A1.2 (a) for purposes of title and compensation.
- (b) Assignments for a duration of less than one hundred eighty-one (181) calendar days made by the Organization outside of this Article will be offered to volunteers based on such factors as TOE, qualifications, and availability. Employees placed in temporary upgrades under this option shall be treated in accordance with Article 7, Section 7.3, for purposes of title and compensation.

ASSIGNMENTS OF 181 CALENDAR DAYS OR MORE:

- (c) If the temporary (short duration) assignment is for a period of one hundred eighty-one (181) calendar days or more, it will be effected under the terms of the Post and Bid Process. Employees placed in temporary upgrades under this provision shall be treated in accordance with Addendum 1, A1.2 (a) for purposes of title and compensation.
- (d) Self-nominated candidates who fill temporary (short duration) assignments retain their current employment classification.
- (e) At the end of the temporary (short duration) assignment, the employee has guaranteed return rights to the same or equivalent (same wage scale) job (if the former position is not available), in the same location and in the former Organization, even if this creates a force adjustment condition.
- (f) Regular employees accepting temporary (short duration) assignments through the Post and Bid Process have the same retreat provisions as outlined in Section 21.7.

- (g) Regular employees accepting temporary (short duration) assignments are expected to remain for the length of the assignment. They would, however, be eligible to submit self-nomination requests after fulfilling time-in-title requirements.

PLACEMENT OF MANAGEMENT INTO THE BARGAINING UNIT

Section 21.9 The Company agrees to avoid the placement of management employees in bargaining unit positions if it will create a force surplus or if it adds to a present force adjustment condition in that location. The Company and the Union Bargaining Agents will periodically review placements made under these provisions to ensure compliance with the parties' intent. Notice of such placements will be sent to the Union Bargaining Agent in a timely manner.

ARTICLE 22

LEAVES OF ABSENCE

Section 22.1 Insofar as the requirements of the service will permit, leaves of absence for good cause, and of reasonable length, will be granted upon request.

Section 22.2 The granting of a leave of absence in excess of thirty (30) calendar days does not guarantee that an employee will be given a position at the expiration of the leave unless so agreed at the time the leave is granted and so shown on the leave of absence form.

MILITARY LEAVES OF ABSENCE

Section 22.3 The following provisions shall apply to Regular employees who are members of military units:

- (a) Employees who are members of the National Guard or Naval Militia, and who are called out for active emergency service, shall be paid for such absence not to exceed thirty (30) days in any one (1) year, at the basic rate less compensation paid by the Government (State or Federal).
- (b) A Regular employee who is a member of the National Guard, Naval Militia or Reserve components of the armed forces shall be paid at the basic rate less compensation paid by the Government (State or Federal) for the first fifteen (15) work days in the calendar year on which the employee is absent from work for military training for which the employee received military orders; however, the payment will be made only if the circumstances of the Company permit the absence. The fifteen (15) days of training may be annual training, active duty or a combination of both.
- (c) Government pay, as stated above, includes basic military pay (which includes pay for cumulative years of military service), special pay, incentive pay for hazardous duty and, for employees with dependents, the difference between quarters allowance established for those with the employee's number of dependents and quarters allowance for those of equal rank without dependents.
- (d) The deduction for military compensation shall not exceed the employee's pay for a basic work week during the same period.
- (e) These paid absences shall not affect the regular vacation entitlement or allowance to which the employee may be entitled.
- (f) For purposes of this Article, the "basic rate" for Sales Consultants, Center Sales Associates, and Center Sales and Service Associates covered by Addenda 11 and 12, will be the Average Hourly Rate (AHR), in accordance with the provisions of the sales incentive compensation plan that covers the employee.

FAMILY AND MEDICAL LEAVE ACT OPTIONS

Section 22.4 Other than for approved absences covered under the Short Term Disability Plan, employees taking leave under the rules and guidelines of the Family and Medical Leave Act ("FMLA") shall fall into the following categories.

- (a) **Illness Leave**
Employees on an illness leave shall use all of their available entitlement time (i.e., vacation and paid or unpaid personal days) prior to using excused unpaid time.
- (b) **Family Care Leave and Care of Newborn, Adopted, or Foster Child Leave**
Employees on these leaves shall have the option of using either their available entitlement time (i.e., vacation and paid or unpaid personal days) or excused unpaid time.

ARTICLE 23

TREATMENT OF MEDICALLY RESTRICTED EMPLOYEES

TREATMENT OF MEDICALLY RESTRICTED EMPLOYEES

Section 23.1 An employee who is unable to perform the functions determined as essential by the Company of his or her regular job as a result of an on-the-job accidental injury (as defined in the Qwest Disability Plan) or an illness, physical or mental limitation, or off-the-job injury, will be considered for a position of equal or lower status and pay.

MEDICAL RESTRICTION OF LESS THAN ONE HUNDRED EIGHTY (180) CALENDAR DAYS DURATION

Section 23.2 If Qwest Disability Services or its designee has determined the employee can return to work with a medical restriction of one hundred eighty (180) calendar days or less, the employee shall remain in the present job title and receive the present paid rate.

MEDICAL RESTRICTION OF MORE THAN ONE HUNDRED EIGHTY (180) CALENDAR DAYS DURATION

Section 23.3 If Qwest Disability Services or its designee determines the medical restriction (or consecutive restrictions) are expected to or do, in fact, last longer than one hundred eighty (180) calendar days and the employee can perform his or her regular job with reasonable accommodation, the employee shall remain in the present job title and receive the present paid rate.

If the employee whose restriction (or consecutive restrictions) are expected to or do, in fact, last longer than one hundred eighty (180) calendar days, and the employee cannot perform the functions determined by the Company as essential of his or her regular job with reasonable accommodation, an assessment to assist in determining the abilities of the employee may be conducted at the request of the employee, or as described in Article 23.4.

If Qwest Disability Services or its designee and the employee's physician disagree on the length and scope of the restriction an Independent Medical Evaluation (IME) as defined in Section 23.5 may be conducted, if requested, followed by the job search process.

ASSESSMENT OF ABILITIES EVALUATION

Section 23.4 To assist in determining the abilities of an employee with medical restriction of over one hundred and eighty (180) days, an assessment will be conducted at the request of the employee or the local union (if the employee concurs) or at the initiation of the Company. The employee must participate in this evaluation. The assessment tool, which may include but not be limited to, a Functional Capacity Evaluation, Independent Medical Evaluation, and/or Cognitive Testing, will be determined by Qwest Disability Services or its designee based on the employee's condition and diagnosis. This assessment will determine the employee's ability to remain in his/her current job or another job within the Company with or without accommodation, and will occur within thirty (30) days of the determination of the permanent restriction or as soon as evaluation can be scheduled. Utilization of the assessment tool will not alter the job search process as outlined in Article 23.6.

INDEPENDENT MEDICAL EVALUATION

Section 23.5 Following is the position to be taken regarding the option of obtaining an Independent Medical Evaluation (IME). A demotion or termination handled under the provisions of Article 16 which results from the imposition of a medical restriction, shall not be subject to arbitration. If a dispute arises concerning either the length or the scope of the medical restriction, and the employee so requests or the local union requests (if the employee concurs), Qwest Disability Services or its designee will consult with the employee's personal physician concerning the length and scope of the restriction. If they are unable to agree, the matter will be referred to a mutually acceptable physician (in accordance with the administrative guidelines in place regarding this process) who is knowledgeable in occupational safety and health matters who shall be afforded the opportunity to review the pertinent medical data, to review the requirements of the work place, and to examine the employee. An agreement with the independent physician will ensure that the results of the examinations will be received by the Company and the Union within fifteen (15) calendar days of the examination. Both the Company and the Union will comply with the decision of this physician as to the proper length and scope of the restriction.

JOB SEARCH PROCESS

Section 23.6 The job search process will proceed from the date of the determination that the employee cannot perform his/her duties and cannot be accommodated in his/her current job. The job search process will last for eighty (80) calendar days.

The Company will assign the employee to a job for which he or she meets basic qualifications, as determined by the Company, which satisfies the employee's medical restriction, if such a job is available as specified in (b) below.

- (a) Activities as outlined in (b) and (c) below will take place during the time frame the assessment of abilities evaluation is being conducted.

- (b) The Organization will assign the employee to any job vacancy of equal status and pay, in that Organization, in (or within reasonable commuting area of) the town in which the employee is assigned. If an employee is physically able to work with a medically imposed work restriction and there is an available job the employee is qualified to perform as described above, the employee will be placed in that job.
- (c) If there is no job vacancy as described above, the employee may submit unlimited self-nomination requests for posted positions within the Company. If the employee should decline an offer of an upgraded position for which they have self-nominated, the Company will terminate employment and the employee will forfeit separation payments.
- (d) If the job search is unsuccessful, the Company will terminate employment.

RELOCATION EXPENSES

Section 23.7 If an employee with a medical restriction due to an on-the-job accidental injury accepts a job offer in a different exchange as a result of any of the above items and the employee must travel more than fifty (50) miles further to the new work location from his/her residence than to the existing work location, moving expenses will be paid according to the moving expense provisions in Addendum 2 of this Agreement.

PAY TREATMENT

Section 23.8

- (a) If the employee is assigned to a lower rated job because of his/her medical restriction, the appropriate title and wage schedule for that job shall be assigned. Any subsequent progressions or contractual wage adjustments shall be administered based on the lower rated schedule.
- (b) In the event of such reassignment to a lower rated job, as the result of a medical restriction, the difference in rate of pay between the former job and the job to which reassigned under the provisions of this Article will be treated in accordance with the Reassignment Pay Protection Allowance (RPPA) as provided in Article 19.
- (c) Employees who are separated from the payroll as a result of a medical restriction under the provisions of this Section (exclusive of the provisions in Section 23.6(c)) shall be allowed a transition payment according to the following schedule:

Term of Employment

- 1 - 10 Years
10 weeks pay at basic wage rate
- 10 - 15 Years
14 weeks pay at basic wage rate
- 15 + Years
18 weeks pay at basic wage rate

This payment shall be made in a lump sum within thirty (30) calendar days following the employee's separation from the payroll.

Section 23.9 Employees separated under Article 23 will be entitled to extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans of which six (6) months shall be at the Company's expense. Employees will also be entitled to PATHWAYS benefits outlined in this Agreement. (See Letter of Agreement on PATHWAYS to the Future)

RETURN TO PREVIOUS TITLE

Section 23.10 Occupational employees assigned to a downgraded position because of medical restrictions shall have reinstatement rights to the title previously held in the employee's former RCA, if the medical restriction is lifted, for a period of two (2) years from the date of the downgrade. The employee must initiate this process and obtain concurrence of Qwest Disability Services or its designee that the medical restriction should no longer apply. A return to the title previously held will be accommodated only if a position exists for which the employee will require no training. The employee will not be returned to the title if such return does or will create a force adjustment situation within the work group.

ARTICLE 24

AWARD PROGRAMS

Section 24.1 The Company and the Union mutually recognize and agree that changes in the telecommunications industry and the Company's position in that industry necessitate all possible efforts to expand and strengthen the Company's marketing capabilities. To that end, the Company and the Union agree that individual and team contributions to the Company's marketing efforts may be recognized and rewarded through Award Programs, subject to the following provisions.

- (a) The Programs will be used with those employees who, in their regular job activities, have an opportunity to directly contribute to the Company's revenues or to positively and directly affect the perception of the Company in the marketplace.
- (b) Prior to the commencement of each Award Program, the Company will discuss the nature of the Program with the Union either through an established Labor-Management Forum or with a CWA Bargaining Agent.
- (c) All such Programs will be fairly and equitably designed, implemented and administered.
- (d) The current process of Union involvement will be continued for the life of the agreement.

ARTICLE 25

PERSONNEL RECORDS

DEFINITION

Section 25.1 Personnel files are those files maintained by the Company, normally by an employee's manager, that pertain to the employee's work performance, background, employment history and other personnel information.

ACCESS TO PERSONNEL FILE

Section 25.2 An employee may review his or her personnel file on at least an annual basis, or as specified by law, with the review being conducted in the presence of the employee's manager.

Section 25.3 An employee will be provided a copy of his or her personnel file upon request but not more often than once in twelve (12) consecutive months or as specified by law.

ARTICLE 26

COMPLIANCE WITH THE LAW

Section 26.1 In the event any law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Agreement, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

Section 26.2 The Company will notify the Union in writing if compliance will require modification of the Collective Bargaining Agreement. Unless the Company determines that compliance requires immediate implementation, the change will not be implemented until the Union has had an opportunity to negotiate with the Company the interpretation of the law, regulation, order, determination or ruling.

ARTICLE 27

SPECIAL CUSTOMER AGREEMENTS

Section 27.1 Whenever the terms of a customer contract or agreement conflict with the provisions of this Agreement, the Company shall notify the Union of all such differences. The terms of the customer contract or agreement which differ from this Agreement shall not apply to employees performing work under such customer contracts or agreements without the Union's approval, which approval shall not be unreasonably withheld.

ARTICLE 28

EFFECTIVE DATE OF AGREEMENT AND DURATION

Section 28.1 The provisions of this Contract will become effective August 14, 2005, except as otherwise specified herein and will continue in effect until 11:59 p.m. MDT, August 16, 2008, unless extended by mutual agreement.

Section 28.2 Negotiations on a new Contract will begin not earlier than sixty (60) calendar days prior to such termination; provided, however, that this limitation will not preclude prenegotiation conferences at the request of either party. It is the intention of the parties, with respect to the collective bargaining of future replacing Agreements, to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

Section 28.3 The Company will provide a copy of the Agreement to each employee in the bargaining unit upon the employee's request. This Agreement is also available on the Qwest Electronic Library. Employees are encouraged to access this Agreement electronically whenever possible.

IN WITNESS WHEREOF, the Union and the Company have caused this Agreement dated August 14, 2005, to be executed by their authorized representatives.

COMMUNICATIONS WORKERS OF AMERICA

QWEST

SIGNED: LeRoy Christensen
SIGNED: reed w. roberts
SIGNED: Scott Hogue
SIGNED: Suzie Miller
SIGNED: Kathy Reck
SIGNED: Malachy Sreenan

SIGNED: Cynthia R. Dorroh
SIGNED: Michael G. Lynch
SIGNED: DeAnna M. Simmons
SIGNED: Colleen Deutsch
SIGNED: Frank Simanson

ADDENDUM 1

WAGE ADMINISTRATIVE PRACTICES

Section A1.1 WAGE PAYMENTS

- (a) Full-time employees shall be paid at the weekly rate as established for their respective wage scales. Regular Part-Time employees shall be paid in the proportion of part-time hours to full-time hours per week.
- (b) Wage progression increases, in the amounts shown on the applicable wage scale, shall be granted automatically upon completion of the time intervals specified, subject to the following conditions:
 - (1) Increases to be made effective on the anniversary date of the time interval.
 - (2) **Absence of Seven (7) Days or Less** - A period of absence of seven (7) calendar days or less shall have no effect on the establishment of the effective date of the increase, which shall be determined by application of the provisions of (1) above.
 - (3) **Absence of More Than Seven (7) Days and Up To Thirty (30) Days** - Employees absent in excess of seven (7) calendar days and up to thirty (30) calendar days shall accrue wage service credit. A scheduled wage increase that occurs during that period of absence shall become effective on the scheduled wage increase date. The effective date of this increase shall not change the date from which the time interval for the next increase would otherwise be computed.
 - (4) **Absence of More Than Thirty (30) Days** - When an employee is absent in excess of thirty (30) calendar days because the employee is on an approved leave of absence, he or she shall continue to accrue wage service credit.

If the approved leave is a Military leave of absence, the wage increase shall become effective on the scheduled wage increase date. For all other approved leaves of absence, the increase shall become effective immediately upon the employee's return from leave of absence status.
 - (5) Employees on approved Short Term Disability benefits shall continue to accrue wage service credit and wage increases shall become effective on the scheduled wage increase date.
- (c) Employees shall be paid according to their job title and wage progression step bi-weekly. Paychecks will be issued no later than Friday following the close of the bi-weekly pay period. When a contractually authorized holiday falls on Friday, paychecks will be issued on the preceding Thursday.
- (d) The Company and the Union encourage all employees to be paid through Electronic Funds Transfer (EFT) to the employee's bank account or account in such other financial institution as designated by the employee. In those instances where an employee declined to use EFT, or in geographic areas where EFT is unavailable, the Company will mail the paycheck to the employee's home.
- (e) The Company shall not be held responsible for any claims, damages, costs, fees or charges of any kind resulting from delays in the postal service.
- (f) Upon request of the employee, paychecks payable during a vacation period will be delivered on the last working day preceding the vacation, provided the request is made no less than nine (9) calendar days prior to the first day of the vacation.

Section A1.2 WAGE ZONE AND WAGE SCALE CHANGES

Pay practices for moving employees between wage zones and wage scales are as follows:

- (a) **Promotion - Higher Rated Wage Scale**
 - (1) Employees transferring to higher rated wage scales through the Post and Bid Process, shall be placed on the step of the new wage scale that is equal to their current basic wage rate. If there is no equal rate, the employee will be advanced to the next higher rate.
 - (2) The next date of progression increase will be the same as it would have been had the employee remained on the old wage scale. If an employee was at top of the old wage scale, the next date of progression will be six (6) months from the date of promotion and administered in accordance with A1.1b(1).

(3) When an employee is upgraded on the same date on which a progression increase is due, both increases will be effective on that date, but the progression increase will be considered as preceding the reclassification increase.

(b) **Lateral**

Employees who are remaining on the same wage scale, who are transferring to a different wage zone, will occupy the same wage step in the new wage zone as they occupied at the time of transfer in their former wage zone including any accrued time toward the next progression increase.

(c) **Downgrade - Lower Rated Scale**

Employees transferring to a lower rated wage scale will be placed on the new wage scale at the same wage step as the employee occupied on the old wage scale - including any accrued time toward the next progression increase.

(d) **Multiple Activities on Same Day**

Employees moving to a lower rated wage scale as a result of a force adjustment situation may also receive a progression or annual wage increase on that same day. The wage increase at the higher wage scale shall be applied in advance of moving the employee to the lower wage scale according to the applicable guidelines.

(e) **Incidental Employees**

When Incidental employees accept Regular Full-Time, Part-Time, or Term positions, the provisions of this Section will apply with the exception that the next date of progression will always be six (6) months from the date of placement.

Section A1.3 WAGE CREDIT

(a) **Individual**

Based on an individual's education, experience and/or other relevant factors, the Company may hire an individual and place him or her in wage progression above the start rate for the job title into which the person is hired.

(b) **Wage Credit for Re-Engaged (Former) Employees of Qwest**

Employees re-engaged following a period of absence from Qwest shall receive a wage credit reduction from the wage schedule step held at the time of such employee's last date of employment in accordance with the following table:

Period of Absence	Wage Schedule Reduction
Less than <u>12</u> months	0 months
12 months, <u>less than 24</u> months	<u>6</u> months
24 months, <u>less than 36</u> months	<u>12</u> months
36 months, <u>less than 48</u> months	18 months
48 months, <u>less than 60</u> months	24 months
60 months or more	no wage credit except as provided below

Wage schedule reduction for those employees re-engaged into a job title or skill match in which they have previously been employed will not exceed twenty-four (24) months, regardless of the length of the period of absence.

(c) **Wage Credit for Transfers Into Previously Held Job Title**

Employees who transfer into a job title at a higher wage scale which they have previously held and established satisfactory job performance, will have wages calculated as follows:

Step One: Determine highest wage step when last held title.

Step Two: Reduce this wage step/rate according to the following schedule of reduction:

If time elapsed since last holding the title is:	The Wage Step Reduction Is:
Less than <u>18</u> months	0 months
<u>18</u> months, less than 24 months	6 months
24 months, less than 36 months	12 months
36 months, less than 48 months	18 months
48 months, less than 60 months	24 months

In no case will the reduction result in less wage than current administrative practices would dictate.

(d) **Group**

When the Company determines that wage credit should be given in an Organization job title in a wage scale, the Company will notify the local union of the Organization job title in a wage scale for which the wage credit will be given, the Reasonable Commuting Area (RCA) in which the wage credit will be given and the dates on which the Company will start and stop using such wage credit.

When wage credit is given under this Section, the basic wage rate of the incumbent employees, in the affected Organization job title and RCA who are on the wage scale at a step below that of the wage credit given, will be adjusted upward to the same progression step of the wage credit given under the above paragraph.

Section A1.4 SALES POSITIONS

(a) Externally hired employees who are placed into sales positions and employees who transfer into sales positions that are covered by sales compensation plans, as set forth in Addenda 5, 13 and 14 shall be treated in accordance with the wage administrative provisions of the sales compensation plan applicable to the job title and organization of the new position for purposes of determining the Base Wage and Target Sales Incentive compensation.

(b) Employees who transfer out of sales positions that are covered by sales compensation plans, as set forth in Addenda 5, 13 and 14 shall be treated in accordance with the money-to-money wage movement provisions of the sales compensation plan applicable to the transferring employee for purposes of determining the appropriate wage step on the wage scale of the new position.

Section A1.5 PREVAILING WAGES

Whenever a customer contract or agreement requires the Company to pay employees working on a particular project at the applicable prevailing wage, the Company shall pay its employees assigned to such project at either the appropriate wage rate under this Agreement or the applicable prevailing wage, whichever is greater. Any additional payments to employees under this Section shall be made as allowance payments.

When required by federal, state or local prevailing wage regulations, the Company will compensate employees for work performed according to such regulations. Prevailing wage compensation, when appropriate, will consist of an allowance payment, that when added to the basic weekly wage rate, equals the prevailing wage regulations. The Union will be notified in advance of such payment.

Section A1.6 CHANGES TO AND FROM DAYLIGHT SAVINGS TIME

(a) Employees who are working at the time the clocks are moved ahead one (1) hour will not be paid for time not worked. Affected employees may exercise one of the following two (2) options:

- (1) Extend their scheduled time by one (1) hour and be paid for the full tour
- (2) Work the originally scheduled tour and be paid one (1) hour less due to the time change.

(b) Employees who are working at the time the clocks are moved back one (1) hour shall be paid appropriately for all hours actually worked at the applicable rate.

ADDENDUM 2

OCCUPATIONAL RELOCATION EXPENSE PLAN

Section A2.1 GENERAL

The provisions of the Relocation Expense Plan will be offered only to Regular employees who qualify under the definition outlined in Section 19.6 (A) (2) (b) and are being treated in accordance with one (1) of the following Articles:

- (a) Force Adjustment and Force Reductions Article 19; or
- (b) Lateral Force Rearrangement Article 20; or
- (c) Treatment of Medically Restricted Employees Article 23

Section A2.2 UP-FRONT LUMP SUM

- (a) House Hunting Lump Sum Payment

Under 500 miles		Over 500 miles	
Homeowner:	\$750.00	Homeowner:	\$1,500.00
Renter	\$500.00	Renter:	\$ 750.00

Within the RCA

Homeowner:	\$150.00
Renter:	\$100.00

- (b) Miscellaneous Lump Sum Payment

Under 500 miles		Over 500 miles	
Homeowner	\$500.00	Homeowner:	\$1,000.00
Renter	\$500.00	Renter	\$1,000.00

Within the RCA

Homeowner:	\$500.00
Renter	\$250.00

- (c) Moving Household Goods Lump Sum Payment

Under 500 miles		Over 500 miles	
Homeowner:	\$1,300.00	Homeowner:	\$2,000.00
Renter:	\$1,000.00	Renter:	\$1,700.00

- (c) Moving Household Goods Lump Sum Payment (continued)

Within the RCA

Homeowner	\$1,000.00
Renter	\$ 750.00

An up-front check (advance) of the above lump sum payments will be paid no earlier than forty-five (45) days before the effective reporting date to the new position.

Relocation is defined as establishing a residence by signing a lease and/or rental agreement or purchasing a home in the new location. If an employee subsequently does not relocate and/or fails to provide required proof of established residency within the required timeframe, the advance must be repaid to the Company.

Section A2.3 REIMBURSEMENT OF EXPENSES

- (a) Home Sale/Home Purchase/Rental Reimbursement will be for actual documented expenses up to a maximum of:

Homeowner:	<u>\$7,000.00</u>
------------	-------------------

Renter: \$1,500.00

Homeowner: Covers normal closing costs or purchase costs, if the sale or purchase of the employee's primary residence takes place within twelve (12) months from the effective date of change in position.

Renter: Covers prepaid and unrefunded rent, security deposit and actual expenses associated with terminating a lease.

For Home Sale and/or Home Purchase, a copy of the closing statement is satisfactory verification of the expenses incurred. Qwest Relocation Staff will make the final determination as to whether charges meet the criteria for reimbursement. A list of reimbursable closing costs can be found on HRxpress.

(b) Capital Loss/Capital Improvement Reimbursement

Homeowners only: Actual receipts not to exceed \$9,000.00

(c) Mobile Home Reimbursement

This policy will cover mobile homes which are legally permissible to relocate (single units and double units) which are owned and occupied by the employee as their principal place of residence at the time of a Company-initiated transfer. Employees who elect to sell/move their mobile home will be eligible for the same House Hunting and Miscellaneous Lump Sum Payments provided to homeowners in Section A2.2 (a) and (b) of this Plan.

(1) Moving/Sale of Mobile Home Reimbursement (Receipts Required).

The expense reimbursement outlined in Option 1 and Option 2 is in lieu of Sections A2.3 (a), A2.3 (b) and A2.2 (c) of this Plan.

Employees may elect one (1) of the following two (2) options (MAXIMUM \$7,000 on either option).

OPTION 1 Move the mobile home and be reimbursed for the following expenses:

- a. Towing charges from the old location to the new location, if done by a licensed professional mover of mobile homes.
- b. Unblocking trailer, disconnecting utilities and removing skirting at the old location; reblocking (leveling), reconnecting utilities and reinstalling skirting at the new location.
- c. Reasonable charges for packing and unpacking breakable items such as dishes and lamps inside the mobile home, hauling vehicle or moving.

OR

OPTION 2 Sale of the mobile home with reimbursements for the following expenses:

- a. Selling commission, legal fees, recording fees and transfer taxes associated with the sale of the mobile home through a mobile home agent.
- b. Reimbursement for the cost of moving household goods.

Section A2.4 TAX GROSS-UP

At the conclusion of the move the relocation expenses will be divided into deductible and non-deductible categories (according to IRS guidelines). The Company will do a gross-up (compute a tax allowance) on the non-deductible total. If the employee is not able to itemize deductions when filing taxes, the gross-up will be on the full relocation total.

In the case where there are two (2) approved Qwest Company-initiated moves within the household, both salaries will be used in computing gross-up. Otherwise, spousal salary will not be a factor.

Section A2.5 PAID TIME

Each relocated employee will be allowed up to a maximum of three (3) days without loss of pay for such activities as locating a new residence, packing or unpacking and traveling to the new work location.

ADDENDUM 3

LETTERS OF AGREEMENT

August 30, 1998

Mr. Joseph L Petersen
Bargaining Agent
Communications Workers of America
8085 E. Prentice Avenue
Englewood, CO 80111

RE: Building Specialist Certification

Dear Mr. Petersen:


This memorandum is intended to outline Qwest Business Resources requirements pertaining to certifications for the Building Specialist title.

Building Specialists must have achieved certification in one of the following ways:

- Building Owners and Managers Institute (BOMI) Certification as Systems Maintenance Administrator (SMA)
- Refrigeration Service Engineers Society (RSES) Certification
- One or two years Heating Ventilation and Air Conditioning (HVAC) from local Technical Schools or Colleges (depending on specific curriculum offerings)

Recertification for employees holding the title listed above will not be required. However, any future training **required** by the Company will be provided on Company time and at Company expense.

If this agreement correctly sets forth our understanding, please sign in the space provided.



Melissa L. Schaus
Bargaining Agent

AGREED:



Joseph L. Petersen, Bargaining Agent

August 19, 2001

Ms. Annie Hill
Assistant to the Vice President
Communications Workers of America
District 7
8085 E. Prentice Avenue
Englewood, CO 80111

RE: COEIT

Dear Ms. Hill:

A COEIT employee who is on an overnight assignment who chooses to travel home at his/her own expense and time during a "beyond 60 mile work assignment", outside of the specified "paid trip home allowance" will be allowed the following:

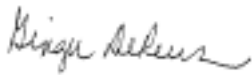
- to remain on the Option (A or B) they are currently on

OR

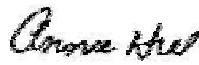
- to switch from one Option (A or B) to the other, provided this switch is approved in advance of the out of town assignment so that appropriate board and lodging provisions are made and adhered to.

The employee will be responsible for returning to the temporary location again at their own expense and time and must report at the designated time.

Sincerely,



Ginger A. DeReus
Chief Bargaining Agent
HR-Labor Relations



Concurred:
Annie Hill
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Committee on Substance Abuse

Dear Mr. Thompson:

In response to the continuing concerns of the Union and the Company in connection with chemical and substance abuse, the parties recommend the renewal of the Regional Committee on Substance Abuse.

The parties recognize the previous work accomplished in dealing with chemical and substance abuse and recommend the expansion of the role and scope of the regional program. The Committee will continue to deal with the raising of employee awareness and education of the magnitude and cost of substance abuse to the Company and employee body, and the Committee will continue to encourage employee participation in the program.

The Committee will be charged with:

- (a) The continued education of the Qwest employees and dependents as to the nature of substance abuse in individual and family lives; including awareness about drugs of abuse, for warning signs, prevention strategies and improving consumer awareness regarding appropriate rehabilitation.
- (b) The maintenance and continuous improvement of the PEIR (Program for Employee Information and Referral) Facilitator Program to match the size and locations of the workforce, and coordinate its activities.
- (c) Insure that the Union and Company commitment to a drug free workplace remains a major goal within Qwest by monitoring penetration rates in the Drug and Alcohol Program and by monitoring the number and nature of PEIR contacts.
- (d) Acting as an "oversight" Committee to insure that the Qwest Drug and Alcohol Policy in effect as of the date of this letter is continually reviewed in regard to state of the art treatment, etc. Any changes or improvements endorsed by this Committee will be presented to the respective Bargaining Agents for consideration.

The Committee will be charged with submitting periodic reports to the Union and Company Bargaining Representatives regarding the efforts made to ensure long range planning, the implementation of new programs and the maintenance of current programs, the results of those efforts, and any recommendations for changes in the program which will further the efforts to contain escalation of costs and effects on the employee body, or their families or dependents.

The Union members of this committee will be appointed by the Vice President of Communications Workers of America, District 7, or designee.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Community Relations Differential

Dear Mr. Thompson:

This will confirm our understanding regarding the intent and administration of the Community Relations Representative differential.

In communities where Qwest has not assigned the community relations function to a management person, the Company may elect to offer to a qualified employee the responsibility of handling community relations functions.

The need to establish a Community Relations Representative in a certain state or community shall be approved by the Company Bargaining Agent and the State Vice President. The selection of an employee to be offered the Community Relations Representative responsibility and also, the decision to discontinue an employee's participation, shall be a decision reached by the Company Bargaining Agent, the State Vice President organization and the employee's department. Union input will be considered as an important factor in these decisions. The Company Bargaining Agent shall inform CWA District #7 in writing prior to offering the Community Relations Representative responsibility to an employee.

Responsibilities of the Community Relations Representative may vary dependent on the state and community. The Community Relations Representative differential covers the following four (4) basic areas:

1. Key people contacts
2. Local service organization(s) membership
3. News media release
4. Contribution recommendations

A two-way information channel shall be established between the State Vice President organization and the Community Relations Representative for the purpose of facilitating the above responsibilities.

An employee who accepts the Community Relations Representative responsibilities shall receive the following compensation:

1. An occupational differential of fifteen dollars (\$15.00) per week above his or her basic wage rate.
2. Membership fees for service club memberships when such membership is determined by the Company to be appropriate to the community relations functions.
3. Traveling to and from meetings or presentations in pursuit of the community relations function will be paid if travel occurs during the employee's scheduled tour hours.
4. In the event the employee is assigned by the Company to make a specific formal presentation which is outside the usual scope of the community relations activities, attendance and travel time shall be paid.

This Agreement may be canceled by either party by giving thirty (30) days written notice to the other party.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America, District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Concession (Discounts for Employees and Retirees)

Dear Mr. Christensen:

The purpose of this letter is to outline the Qwest Employee Discount Plan

Employees with less than thirty (30) years of service will receive discounts ranging from twenty to one hundred percent on a variety of products and services as outlined in the attached "Qwest Discount Plan" summary. The goal of this plan is to provide employees with a fifty percent discount on a wide range of Qwest revenue producing products, a twenty percent discount on a variety of products and services where a larger discount would result in a taxable impact to the employees, and a one hundred percent discount on certain one-time or "non-recurring" activation charges.

Employees who reach thirty (30) years or more service during the term of this collective bargaining agreement or who leave with service retirement or disability retirement would have the choice between receiving a 100% discount on their Qwest Local Service and IntraLATA toll, or participating in the Qwest Discount Plan as outlined in the attached summary. Those who elect to participate in the Qwest Discount Plan would not be permitted to later opt out of the Plan and return to the 100% discount on their Qwest Local Service and IntraLATA toll.

Eligibility Rules: All Regular Full-Time, Regular Part-Time, and Regular Term employees would be eligible to participate starting on their first day of employment.

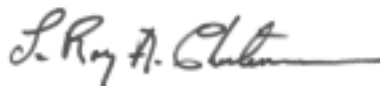
Requirements: Participating employees would be required to use the Qwest AutoPay service and would be required to have Qwest local service where available (or Qwest wireless or DSL if the employee chooses not to have a wireline phone) and Qwest long distance service where available.

Concession Items: The Qwest Discount Plan would be applicable to a variety of residential revenue-producing products and/or items of service offered as an approved concession provided by Qwest. The current discounts are outlined in the attached summary. As products and services change, the discount percentages and the items offered as approved concessionable items may change as well, in Qwest's discretion and upon review with the Union. However, the discount percentage on Qwest local service, IntraLATA toll, and long distance would not go below fifty percent.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

QWEST DISCOUNT PLAN SUMMARY

Local Service

- 50 percent off main residential line
- 50 percent off in-state long-distance (IntraLata service)
- 50 percent off current and new features and packages
- 100 percent off one-time activation charges (excluding equipment, jacks, wiring, etc.)

Long Distance (InterLata)

- 50 percent off current and new price plans

Data

- 50 percent off Qwest DSL Powered by MSN
- 50 percent off Qwest DSL
- 50 percent off Choice Online
- 100 percent off one-time activation charges (excluding equipment)

Wireless

- 20 percent off Qwest Wireless service (on current plans as of March)
- 20 percent off other wireless features like 2-Way Text Messaging and BrowseNow
- 100 percent off of one-time activation charges (excluding equipment)

Video

- 20 percent off Choice TV, including premium channels and one-time activation charges (excluding equipment)

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Consumer Markets Scheduling Advisory Team

Dear Mr. Christensen:

During 2005 contract negotiations, significant discussions occurred regarding work schedules and scheduling processes that impact employees' preferences and flexibility while meeting the needs of the business in the Consumer Markets call centers. In an effort to address and consider scheduling issues and reasonable alternatives, the Company will establish the Consumer Markets Scheduling Advisory Team as a vehicle to focus on these issues.

The purpose of the Consumer Markets Scheduling Advisory Team is to review progress and results of trials related to scheduling. Additionally, the Team shall facilitate a periodic exchange of information and provide visibility to local union input and feedback regarding scheduling approaches and processes.

Initially, the Team shall review a trial across all Consumer Sales and Sales and Service Centers focused on "Flex Time/Off Shifting" and patterned after trials currently underway in the Des Moines and Portland Sales and Service Centers. The trial will begin no later than October 1, 2005 and shall last a minimum of three (3) months, unless otherwise extended by the Company. The Team's advisory members shall discuss the parameters of the trial and post-trial results for consideration of ongoing use in 2006.

The Consumer Markets Scheduling Advisory Team shall be comprised of three (3) advisory members each from the Company and Union. Company representation will include the Mass Markets Vice President – Sales and Sales and Service and a Company Bargaining Agent. Union representation will include the Bargaining Agent and two additional members appointed by the Vice President District 7 CWA. Advisory members shall meet four (4) times per year, either via conference call or face to face, unless otherwise agreed to by the Company and Union.

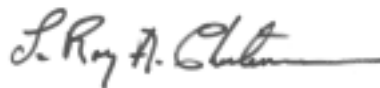
It is not the intent of this Letter of Agreement to diminish or reduce any of the rights the Company has to run the business including but not limited to the decision to design, develop and implement scheduling approaches and processes without limitation, subject to the provisions of the collective bargaining agreement.

This Letter of Agreement is in effect through December 31, 2006, unless otherwise extended with mutual agreement.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Contracting of Work

Dear Mr. Christensen:

A challenge to an effective union-management relationship is the frequent debate about the need to respond quickly and efficiently to competitive market forces and customer demand, and meet the financial expectations of investors and shareholders. In doing so, both parties understand the importance of employment security and job opportunities for current and future employees and share a philosophy that employees should be favored over contractors. However, the Company maintains the ability to use alternative sourcing options including contractors in appropriate instances.

As we have long discussed, it is not possible to make specific commitments on contracting out of work. However, in making decisions regarding contracting work, it is the Company's objective to consider carefully the impact on employees of Qwest. In doing so, the Company has made commitments regarding the return of contracted work to avoid layoff as set forth in Article 19 of this Agreement. Also, it continues to be the policy of Qwest that bargaining unit work will not be contracted out if it will currently and directly cause a surplus or layoff of Regular employees.

When work normally performed by bargaining unit employees is contracted to meet immediate needs or short-term situations, the Company will review the activity with the local union representatives as soon as practical.

Through the Executive Work Council, Qwest and Communications Workers of America will focus on strategic workplace issues necessary for success of both the Company and the Union. During meetings of the Executive Work Council, the parties will discuss the Company's policies and strategic direction as it relates to contracting of work. In addition, the Council will also serve as a forum to discuss opportunities to return contracted out work to the bargaining unit in a cost effective manner.

In order to facilitate these discussions, the Company will bring to the EWC meetings the following information regarding contracted work previously performed by represented employees:

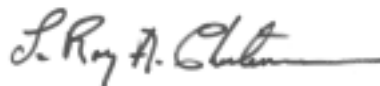
- (1) The type and location of work involved.
- (2) The start date and estimated duration of the contracted work.
- (3) Information the Company has regarding the scope and volume of the contracted work.
- (4) Information regarding the cost of contracting, including an economic analysis to the extent such an analysis exists.

If you concur, please sign below.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Determining Seniority

Dear Mr. Christensen:

Situations can arise in which two or more employees have the same Term of Employment (TOE) date. In such instances, we have agreed that the Social Security number will be used to determine which employee has the greater seniority.

The method to be utilized is as follows:

Compare the last digit of the affected employees' Social Security numbers.

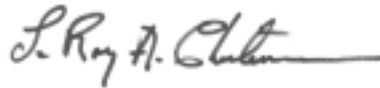
The employee having the higher number will be considered to have seniority. The number nine (9) would be high, and zero (0) would be lowest in sequence.

In the event the last numbers are identical, the preceding number having a different value would be the tie breaker.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Electronic Data Gathering

Dear Mr. Thompson:

Electronic Data Gathering, with the constant changes in technology, is today and will be in the future, an integral part of the work place. The proper use of the data gathered by this method shall be an important factor in the continued successes of the corporation and therefore, of its employees.

For the purpose of this agreement, Electronic Data Gathering is defined as the systematic use of computerized technology to collect, store, report and analyze information about the work activities of employees. This is also referred to as Electronic Monitoring.

The following policy statement has been developed by a committee of representatives from the Communications Workers of America and Qwest to address this issue.

To provide a beneficial experience in an environment of trust and respect, all employees shall be made aware of the current capabilities, impacts, uses and changes of Electronic Data Gathering. The Company's responsibility is to ensure clear definition and communication of Electronic Data Gathering to all employees as it relates to their work activities. The Company will also ensure managers have a working knowledge of systems that monitor their work groups and that uniform guidelines are utilized within the Organizations.

The following guidelines will apply:

1. Information and method of notification about new or changed Electronic Data Gathering systems shall be shared with the local union President or their designated representative and employees in the work group before implementation.
2. Results of the data gathered will be provided to employees in a timely manner based on the frequency of the information obtained.

Quality service and increased revenues are cornerstones to the success of Qwest. Communications Workers of America and Qwest are committed to working together to achieve these results.

Electronic Data Gathering is a valuable tool that can assist all of us in accomplishing our goals when used in accordance with the developed policy and guidelines outlined above.

No employee shall be disciplined as a result of Electronic Data Gathering; except for fraud, violation of privacy of communications, gross customer abuse or when developmental efforts have not been successful.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America, District 7
8085 East Prentice Avenue
Greenwood Village, Colorado 80111-2745

RE: Employee Development Using Call Recording and Observing

Dear LeRoy:

The Company continues to evaluate the processes and tools that assist with coaching and development of employees to be successful and deliver superior customer service. Coaches/supervisors who spend time observing employees side-by-side, as they perform their jobs, is a valuable tool to develop employees' skills and abilities as they interact with customers, systems and processes. Other tools available to assist in employee development are call recording and observing. The primary use of these tools is to promote an employee's development while ensuring a superior customer experience. An employee's development is maximized when they receive a combination of positive reinforcement and constructive feedback outlining the areas needing improvement.

To that end, this letter amends the letter of agreement on Employee Development Using Call Recording and Observing contained on page 120 of the collective bargaining agreement, effective August 17, 2003, and will remain in effect through the life of the Agreement, unless otherwise agreed to by both parties.

The following principles shall govern the use of call recording and observing in the development of employees.

Any call has the potential to be recorded and/or observed.

An employee's immediate supervisor or coach has direct responsibility to evaluate and develop the employees that report to them.

Qwest coaches/supervisors, as well as internal and external quality assurance groups shall conduct call recording and observing to assist in employee development in delivering superior customer service.

Evaluative Process

Employees will be evaluated by their coach/supervisor or qualified trained manager using a minimum of eight (8) calls per month, unless otherwise identified in the individual's development plan. Four (4) of the eight calls shall be recorded and four (4) calls shall be observed side-by-side with the employee. Calls that are observed side-by-side shall not be recorded. All calls used for evaluative purposes shall be recorded and/or observed and shall be evaluated by the supervisor/coach or qualified trained manager, including the use of external third party observers. Monthly call observations shall be conducted throughout the month to reflect an overall view of the employee's monthly performance. Employees shall be covered on all calls and the calls shall be reviewed with the employee as soon as practical. Their monthly evaluation will be based on a cumulative score of recorded and observed calls.

Employees' whose work schedules do not permit call observations to be performed throughout the month shall be distributed through the period of time in which the employee is available. The Company shall make a reasonable effort to record and observe eight (8) calls but may be fewer based on individual circumstances.

Developmental Process

Supervisors/Coaches may record and/or observe additional calls to assist employees who require additional developmental activities. This process shall be outlined in a written developmental plan that shall be developed and supported by the supervisor/coach and the employee. Those calls may also be used for evaluative purposes. Emphasis shall be placed on the use of recorded calls. Developmental plans shall also include desk side coaching, role-playing and call modeling. The plan shall be reviewed and discussed with the employee prior to implementation. Employees shall receive feedback on all recorded and/or observed calls that are done in conjunction with their developmental plan.

Supervisors/Coaches may also receive copies of recorded calls from internal or external quality assurance groups; e.g., Consumer Quality Assurance in Consumer Markets, Random Remote Observing Group in Business Markets, etc. The primary focus of this monitoring is to assess overall customer satisfaction and for proper call handling. The Company is also required by state agencies, in some instances, to monitor for legal and regulatory compliance. Supervisors/Coaches that choose to use these calls for additional employee development with individual employees must give feedback on all calls. This additional feedback shall not impact their monthly evaluative score.

Supervisors/coaches or quality assurance groups may identify inappropriate employee actions that do not meet the call handling standards set by the Company when recording or observing calls. Calls in this category shall be covered with the employee as soon as practical and shall be documented in the employee's file. An employee's developmental plan shall be established or modified if additional training and coaching is appropriate. When developmental efforts are unsuccessful, the employee may be subject to progressive discipline.

Serious Offenses

Employees shall be notified of serious offenses (required by Qwest regulatory or other legally binding agreements) that fall outside of the scope of gross customer abuse or "cramming/slamming (see definition below) as soon as practical. The coverage shall be documented and, if appropriate, additional training and coaching shall be written into the employees' developmental plan. If the inappropriate actions are repeated after coaching and development, the employee may be subject to disciplinary action.

Gross Customer Abuse-Slamming/Cramming

Employee actions meeting the definition of gross customer abuse or "cramming/slamming" (intentional unauthorized addition of products or services or the intentional unauthorized change of a customer's long distance provider) may be dealt with in a disciplinary manner up to and including dismissal. Gross customer abuse is defined as unreasonable behavior that demonstrates the intentional disregard for, the disrespect of, or service to, the customer. Gross customer abuse is the intentional cut-off of the customer; using profane language; racial slurs; sexual remarks; or substantially similar types of conduct.

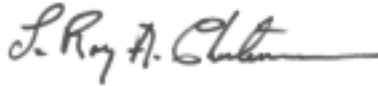
To ensure the spirit and intent of this letter is carried out, the Employee Development Council shall be established. This will include reviewing individual situations where this letter of agreement has been allegedly violated. The Employee Development Council will meet at least quarterly and will consist of the following members: at least one (1) Company senior leader from the Organizations' call center operations; the Company's Bargaining Agent; and the Union's Bargaining Agent. The Union and Company may each designate up to two (2) additional people from the Union and Company, respectively, to participate in any meeting.

If you concur, please sign below.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Employee Involvement

Dear Mr. Thompson:

The Company and the Union have come to agreement on the following Principles regarding Employee Involvement:

1. We have a mutual desire to have employees participate in problem solving and the quality process.
2. Management has the right to run the business including the decision to seek Union participation in business matters.
3. Problem solving and quality processes are normal employee work activities.
4. Recommendations from problem solving and quality efforts which affect wages, benefits, hours or working conditions will be negotiated by the Bargaining Agents.
5. Appointments of employees to projects and committees which affect wages, benefits, hours or working conditions will be by mutual agreement of the Union and the Company. Such appointments will be prompt and based on relevant knowledge of the subject. Ideally, people performing the targeted work will be appointed. Disputes in the selection process will be resolved by the Labor-Management Forum.
6. Communication by the Company and Union about Employee Involvement must call for consistent support and understanding by local union leaders and managers.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Executive Work Council

Dear Mr. Christensen,

In order to fulfill the commitments and obligations specified in Article 1, Section 1.3 and the Letter of Agreement on Contracting of Work, the Executive Work Council has been established. The Union and Company agree to review through the EWC when the Company plans a reorganization and/or technology change that proposes the movement of a significant amount of work currently being performed by represented employees to Qwest non-represented employees as outlined in Section 1.3. The EWC will review the plan prior to its implementation, discuss alternatives and resolutions to such situations, and sponsor the implementation. In general, the Company shall be responsible for presenting such plans for review to the Council. However, if the Union believes there is a situation that meets the above criteria but has not been brought before the Council, the Union may raise the issue with the Council within six (6) months of the event that gave rise to their concern. In the event that the Union concern revolves around a significant movement of work that occurs over a period of time, the six (6) months shall run from the time the Union is on notice that a significant amount of work performed by represented employees has moved from represented to non-represented Qwest employees.

During the term of this collective bargaining agreement, the EWC will meet four (4) times annually at times mutually agreed upon by the EWC. Membership will include (a) one (1) CWA Bargaining Agent appointed by the District 7 Vice President; (b) at least one (1) person at the Vice President level or above from the Company, appointed by the Executive Vice President Human Resources; and (c) the Company's Director of Labor Relations. The Union may designate up to four (4) additional people and the Company may designate up to three (3) additional people to participate in any meeting. These guidelines may be altered by mutual agreement of the Union and Company.

The information to be reviewed shall include the number, title and location of the employees currently performing the work that may be moved out of the bargaining unit, the impact upon these employees (e.g., will a surplus be declared and is it likely it will result in layoffs, will employees be considered qualified for the non-represented positions and/or will they be given other work to perform, etc.), the business reasons underlying the planned movement of work, and such other relevant information that is requested by the Union. The business unit that is planning the event that may result in the relevant movement of work out of the bargaining unit shall be responsible for preparing and submitting to the Council this information. In reviewing these situations to determine whether the movement of work out of the bargaining unit is appropriate, the Council shall be governed by the principles outlined in Article 1.

In the event that the Council cannot reach agreement, the Company shall make the final decision whether to go forward with the movement of work at issue after discussion with the Council about the potential ramifications. However, if the Union is dissatisfied with the decision, an expedited arbitration process shall be used for resolution of any alleged violation of the movement of work principles set forth in Section 1.3 and the appropriate remedy.

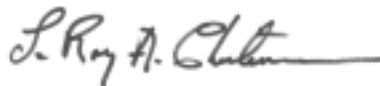
Criteria will be established jointly by Qwest and CWA that should be considered in determining whether represented or non-represented employees can "best perform" parallel work, emphasizing a goal of "not diminishing the bargaining unit" as set forth in Section 1.3 (5).

Any disputes regarding the alleged movement of work out of the bargaining unit that alleges a violation of Section 1.3 shall be resolved solely through the EWC process including expedited arbitration. This means the parties waive any right to process Section 1.3 disputes through the regular grievance/arbitration procedure in Article 16 and/or unit clarification petitions under the National Labor Relations Act (NLRA).

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Expectations Regarding Occupational Dress

Dear Mr. Thompson:

We have agreed that employees should dress in a manner that is appropriate for the job they are performing. Attire should be guided by the work functions and customer contact associated with specific job duties. In addition, there are certain standards of attire:

- Casual attire is the general standard for all office environments.
- When employees are representing the Company to the public and customers, there may be additional requirements beyond the general standard.
- In any work environment, the following should not be worn: athletic shorts, cutoffs, halter tops, tube tops, muscle shirts or any other type of apparel mutually agreed to by the Company and the Union.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

September 4, 2003

Ms. Annie Hill
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Fleet Specialist & Fleet Technician Certification

Dear Ms. Hill,

This memorandum is intended to outline Qwest Business Resources requirements pertaining to certification for Fleet Specialist and Fleet Technician titles.

In light of our rapidly changing environment, the Company requirements for appropriate certifications will be as follows:

Fleet Specialists must possess certification from the National Institute for Automotive Excellence (ASE) in the following content areas:

- A1-Engine Repair or T1-Gasoline Engines
- T2-Diesel Engines
- A3-Manual Drive Train and Axles or T3-Drive Train
- A4-Suspension and Steering or T5-Suspension and Steering
- A5-Brakes or T4-Brakes
- A6-Electrical/Electronic Systems or T6-Electrical/Electronic Systems
- A7-Heating and Air Conditioning or T-7-Heating, Ventilation and Air Conditioning
- A8-Engine Performance

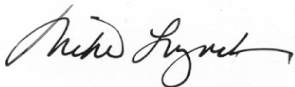
Fleet Technicians must possess certification from the National Institute for Automotive Excellence (ASE) in the following content areas:

- A1-Engine Repair of T1-Gasoline Engines
- A3-Manual Drive Train and Axles or T3-Drive Train
- A4-Suspension and Steering or T5-Suspension and Steering
- A5-Brakes or T4-Brakes
- A6-Electrical/Electronic Systems or T6-Electrical/Electronic Systems

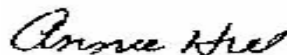
Recertification for employees holding the titles listed above will no longer be required. However, any future training required by the Company will be provided on Company time and at Company expense.

If this agreement correctly sets forth our understanding, please concur by signing below.

Sincerely,



Michael Lynch
Director Labor Relations



Concurred:
Annie Hill
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Greater Length of Service

Dear Mr. Thompson:

We have had discussions regarding the intent and application of the provisions of Greater Length of Service (GLS). Following is the agreement of the parties regarding the definition and application of GLS.

Greater Length of Service, or GLS, is the combination of an individual's Term of Employment (TOE) plus the following additional periods of service performed by that individual which do not duplicate the individual's Term of Employment (TOE): (1) service with any Qwest subsidiary at least eighty percent (80%) owned or controlled by Qwest, Inc., provided the individual is transferred directly from such subsidiary to another, regardless of the number of such direct transfers, and (2) to the extent provided under the terms of a merger or acquisition agreement (which the Company will attempt to negotiate with a long term goal of consistency as to Union members), service performed for a former company which, by merger or acquisition, becomes a part of the Qwest controlled group of entities. GLS shall be used as the measurement of an individual's length of Qwest service for purposes of determining (a) the calculation of Separation Payment Plan payouts, (b) eligibility to participate and vesting under the Qwest Disability Plan, Qwest Group Life Insurance Plan, Qwest Health Care Plan, and Qwest Savings and Investment Plan (QSIP), and (c) any other purpose agreed upon by the Company under the terms of a merger or acquisition transaction. GLS shall not be used for purposes of determining seniority (i.e. for vacation scheduling or surplus declarations), eligibility to participate or vesting in the Qwest Pension Plan, or for purposes of determining the level, amount or duration of benefits under any Qwest benefit plan identified in this paragraph, except as such plan or plans may specifically provide otherwise (or as provided in (c) above).

Should you agree that this letter reflects our agreement, please sign in the space provided.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Health and Wellness Advisory Committee

Dear Mr. Christensen:

With the continued expressed strong concern relative to the escalating costs and quality issues of health care services utilized by employees and their dependents, Qwest and Communications Workers of America agree to the continuation of a Health and Wellness Advisory Committee.

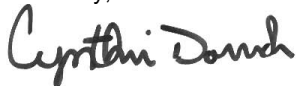
It is the intent of the parties to continue effective utilization of the Health and Wellness Advisory Committee as the forum to surface issues surrounding health care cost containment and quality issues, and to explore, develop and implement programs such as indicated (but not limited to) below:

1. Review, maintain and improve the quality of health care services as appropriate.
2. Examine the major factors influencing medical, dental and vision care costs, particularly those which affect the Company and its employees.
3. Recommend cost containment measures as may be appropriate to control and manage health care costs.
4. Review prescription drug cost increases and evaluate cost containment initiatives such as requiring a generic substitution when the physician has not indicated to dispense as written.
5. Continue to examine the viability of plan design and economic structure with the intent to change utilization patterns as a method to control cost escalation.
6. Promote an educational process to raise employee awareness in the areas of preventive health, wellness, efficient use of the medical insurance plan and the high cost of health care.
7. Provide oversight to the Committee on Substance Abuse and the Qwest Drug and Alcohol Policy.
8. Monitor the Independent Medical Evaluation (IME) process as used in the administration of the Agreement with the understanding that an IME will generally be used, if needed, after a review of a disability case by the Disability Review Committee.
9. Review and provide input regarding any health care plan Request for Proposals (RFP) that is conducted during the term of the contract.
10. The Company and the Union shall discuss in the Health and Wellness Advisory Committee, the possibility of the Company offering Networks in No-Network regions where the Company determines it to be appropriate based on the availability, cost and quality of the Network and the number of employees located in the respective area.
11. Maintain two (2) Health Benefit Coordinators for assisting all employees in understanding and utilizing the health benefit processes, the FMLA process and disability process. The Company and Union co-chairs shall discuss the appointment of Health Benefit Coordinators prior to final selection.
12. The Company and the Union shall discuss in the Health and Wellness Advisory Committee, the definition of "health" and the overall intent of the health plan.

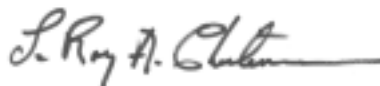
The Committee will be charged with submitting periodic reports to the Union and Company Bargaining Agents regarding the efforts made to contain escalating health care costs, the results of those efforts, and will be authorized to make changes in the Health Plans which further the efforts to contain escalation of health care costs while preserving the quality of health care for employees. The Committee will also be charged with the responsibility of reviewing, revising and recommending design changes dealing with the Qwest Disability Plans and Leaves of Absence in order to consolidate and formulate common plans across the region.

The Union members of this committee will be appointed by the Vice President of Communications Workers of America, District 7, or designee.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 17, 2003

Ms. Annie Hill
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Job Swap Guidelines

Dear Ms. Hill:

As a result of negotiations with CWA, a provision was bargained in 1989 which allows for occupational employees, under certain conditions, to "swap" jobs.

With management concurrence at both locations, Regular employees may initiate a swapping of like positions within or outside an Organization. Job swaps can occur within a Reasonable Commuting Area (RCA), within a particular state or across the region. Such a swap is not intended to incur Company expenses; any costs associated with a swap such as relocation, traveling, etc., are to be borne by the employees involved.

"Like" positions are defined as same title and comparable functions. To determine comparable functions, little, if any, training would be involved on either end. Job swaps shall occur within the bargaining unit; employees cannot trade jobs between different Union affiliations. Job swaps cannot occur between Regular Full-Time to Regular Part-Time/Regular Term classifications or vice versa.

A job swap is originated by the employee(s). It is his/her responsibility to locate and identify a co-worker willing to participate in such a trade. This movement will occur outside the provisions of the Post and Bid Process. Occupational Staffing Office personnel will not be involved as there is no self-nomination request to be submitted or job vacancy to be filled. Self-nomination requests of employees who swap jobs remain active unless the Occupational Staffing Office is notified that the employee is no longer interested in bidding for the posted vacancy. Employees who swap jobs remain eligible to participate in the Post and Bid Process.

Because job swaps occur outside of the Post and Bid Process, there are no time-in title/time-in-location requirements to be met either prior or subsequent to the swap. "Swapping" employees will follow normal contractual provisions for selection of vacations and tours. There is no guarantee employees can retain previously scheduled vacations at the new location.

Retreat provisions do not apply in a job swap situation. Neither management nor the employee may initiate a retreat following a job swap. If job performance becomes unsatisfactory subsequent to a job swap, management will handle it under normal performance guidelines.

Employees involved in force surplus situations cannot initiate job swaps. Job swaps are not to be utilized to either circumvent or "take advantage" of force surplus conditions. Individuals are not to trade jobs so that employees may opt for entitlements, such as separation payments, in a particular area.

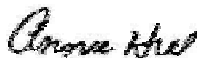
Each Organization must determine their own criteria in consenting to a job swap.

There are no established time frames to accomplish a job swap once it has been requested. It is, however, in the best interest of the Company and the employee(s) to achieve the swap as soon as possible. If management decides a swap will not occur, feedback to the employees involved must include the rationale for the refusal.

Sincerely,



Cynthia Kok
Director
Labor Relations



Concurred:
Annie Hill
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Labor-Management Forums

Dear Mr. Thompson:

With the rapidly changing environment in our industry, Qwest and the Communications Workers of America have a commitment to work together to institute effective change in the workplace. Labor-Management Forums may be established in each Organization to accomplish our mutual goals of providing the highest quality of customer service, supporting a workforce that is highly skilled and successful in our competitive markets, and enhancing employment security.

The purpose of these Forums may include:

- To establish and maintain productive relationships between the Communications Workers of America (CWA) and Qwest leaders.
- To share information, address and resolve business and employee concerns.
- To define the purpose, assign participants, provide resources, support and assess the progress of sponsored participative initiatives within Organizations.
- To establish and implement communication structures with local unions, CWA District 7, and other Labor-Management Forums.
- To work closely with the Bargaining Agents on any improvement efforts that affect wages, benefits, hours or working conditions.

Forums, where desired, will be sponsored by the appropriate Organization and CWA representatives.

Forums will consist of equal numbers of union and management representatives, and may include the Organization Vice President, one (1) Labor Relations Manager, and one (1) CWA District 7 representative.

Appointments of employees to projects and committees which affect wages, benefits, hours or working conditions will be by mutual agreement of the Union and the Company. Such appointments will be prompt and based on relevant knowledge of the subject. Ideally, people performing the targeted work will be appointed. Disputes in the selection process will be resolved by the Labor-Management Forum. Written agreements between the Company and Union will be made concerning expectations of such activities. Qwest will provide excused paid time for all employees participating in such activities. Joint training may also be provided.

Frequency and length of meetings will be determined by the members of the individual Labor-Management Forum.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Local Agreements

Dear Mr. Thompson:

After much discussion about Local Agreements, it is agreed that effective January 1, 1999, Local Agreements must include the following:

1. Signature of Local President or designee
2. Signature of appropriate manager
3. Length of agreement
4. Either party can reopen negotiations. If no agreement is reached, the current agreement will remain in effect.

It is also agreed that current Local Agreements which do not include the above, will expire on December 31, 1998, and any new Local Agreements must include the preceding four elements.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America
District 7
8085 E. Prentice Avenue
Greenwood Village, CO 80111

RE: Local Agreements on Overtime Administration in the Network Organization

Dear Mr. Christensen:

The Company and local union shall have a local agreement on the guidelines and procedures for overtime administration within the Local Network field and OCS organizations. This requirement for local agreements will be in effect within the I&M/Construction field organizations and the OCS organization. This Letter of Agreement shall apply to workgroups that are made up of the Network Technician, Customer Data Technician, and Assistant Technician titles. The Company maintains the right to manage overtime opportunities to the 49th hour.

The criteria that must be discussed in all local agreements are:

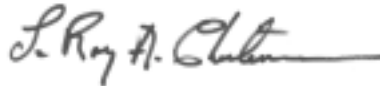
- Whether overtime will be offered first to volunteers
- When customer service needs are not met through volunteers the Company has the ability to schedule mandatory overtime
- Development of a process to track equal distribution of overtime by employee on an annual basis
- Process to address overtime caps during peak load periods

This Letter of Agreement is in effect through August 16, 2008.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Englewood, CO 80111

Dear Mr. Christensen:

RE: Lump Sum Pension Option

The parties have reached an agreement in the following area:

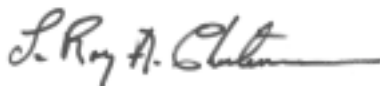
Employees eligible under the Pension Plan to receive their pension benefit may receive that benefit in a lump sum.

This Letter of Agreement shall be effective for the term of this Collective Bargaining Agreement.

Sincerely,



Cynthia Dorroh
Director
Labor Relations
■



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: National Public Policy Common Issues Forum

Dear Mr. Thompson:

The Company and the Union recognize that continuing changes in the telecommunications industry require constant examination of the laws and regulations. Quite often the positions taken by the Company or the Union on these national issues are compatible and more leverage could be gained with individual Public Policy makers if there were discussions regarding the respective positions.

The parties have agreed to continue the National Public Policy Common Issues Forum which will:

- (a) Facilitate communication on Public Policy issues of interest to both parties,
- (b) Provide an opportunity for both parties to explore creative solutions to Public Policy issues,
- (c) Facilitate understanding of each party's position and avoid unnecessary disputes by addressing significant differences early in the process,
- (d) Provide an opportunity for greater leverage on Public Policy makers when positions are compatible.

The parties recognize that national issues may be mirrored in various state forums. In such instances, consistent messages at both levels may be helpful. Accordingly, the parties agree that this forum may, from time to time, identify such issues and provide appropriate data to local representatives of the parties. While this forum may provide information, advice and counsel, and coordinate with state councils, the parties recognize that the state councils are autonomous entities.

The Forum shall be comprised of equal numbers of Union and Company representatives with total membership not exceeding ten (10). Meetings will be convened by the parties at least quarterly at mutually agreeable places and times. The members of the Forum shall determine its structure, agenda and operation.

The Union members of the Forum shall be appointed by the Vice President of Communications Workers of America, District 7, or designee. The Company members shall be appointed by the President of Public Policy.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Network Screening Centers Scheduling

Dear Mr. Christensen:

During 2005 contract negotiations, significant discussions occurred regarding work schedules and scheduling processes that impact employees' preferences and flexibility while meeting the needs of the business. In an effort to address and consider scheduling issues and reasonable alternatives, the Vice President of Network Operations and Engineering, shall include a discussion of scheduling on the agenda in the existing Screening Center quarterly Labor Management Forums.

The purpose of including this agenda item in every quarterly meeting is to facilitate a periodic exchange of information and provide visibility to local union input and feedback regarding scheduling approaches and processes. The Forum shall discuss and explore various alternatives which could address scheduling issues and may recommend specific trials in the scheduling area. The Forum shall discuss the parameters of such trial and review post trial results for consideration of ongoing use.

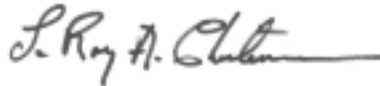
It is not the intent of this Letter of Agreement to diminish or reduce any of the rights the Company has to run the business including but not limited to the decision to design, develop and implement scheduling approaches and processes without limitation, subject to the provisions of the Collective Bargaining Agreement.

This Letter of Agreement is in effect through December 31, 2006, unless otherwise extended with mutual agreement.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 17, 2003

Ms. Annie Hill
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Occupational Safety and Health Committee

Dear Ms. Hill:

The Company and Union recognize the importance of a strong safety program and the continuing need to promote better understanding and acceptance of the principles of safety by employees for their own safety and that of their fellow employees, customers, and the public in general.

The Company and the Union agree to support the Mutual Occupational Safety and Health Committee (MOS & HC) which shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union respectively). The Union members of this committee will be appointed by the Vice President of the Communications Workers of America, District 7, or designee. This committee shall:

- Evaluate safety concerns in the Qwest territory and shall make recommendations regarding ongoing program changes where needed relative to occupational safety and health.
- Maintain a process for identifying and resolving occupational safety and health issues as they arise.
- For mutually agreed upon issues, establish jointly managed projects or innovative countermeasures to address the issue. These projects or countermeasures will be limited in scope, membership and time frame and will result in specific predetermined deliverables or outcomes.
- Assist each Mutual State Committee with the implementation of programs and resolution of issues within their organizations or localities.
- Discuss ergonomic issues, which are important to both the Union and the Company.

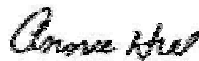
State Safety Committees:

Each State will have a safety committee made up of a Company and Union Co-Chair. Other members of these committees will be appointed equally by the Company and Union respectively with consideration of the geographical, organization, state OSHA laws and local Union makeup unique to each state. These committees shall not be larger than eight (8) people (four (4) representatives each from the Company and the Union). Exceptions to this number shall be subject to the approval of the MOS & HC. Each state committee shall formally meet four (4) times a year to identify and resolve safety issues within the state. Union and Company Co-Chairs may meet as necessary between meetings to address pressing issues. State committees will work to educate and expand awareness of safety within the Company. The ultimate goal is to resolve safety issues at the lowest level possible. State safety committees will act as a mechanism recommending resolution of local safety issues or escalating issues to the MOS & HC as appropriate.

Sincerely,



Cynthia Kok
Director
Labor Relations



Concurred:
Annie Hill
Assistant to the Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: PATHWAYS To The Future

Dear Mr. Christensen:

In the ongoing environment of rapid technological changes and competitive entries into the telecommunications marketplace, both parties recognize the benefits in continuing to offer employees an education and training program for skills enhancement and career development. The program provisions are as follows:

FUNDING: The Company will fund the PATHWAYS To The Future Program educational benefit set forth in this letter. The Company will also fund the approved administrative expenses of the PATHWAYS Board of Directors, such as the expenses associated with Board meetings and travel. The Board of Directors will submit a proposed administrative budget for approval to the Company Bargaining Agent no later than October 31st of each year for the following calendar year that includes all proposed expenses of the PATHWAYS program over and above the cost of the educational benefit.

PURPOSE: The purpose of PATHWAYS is to promote life long learning through educational opportunities which meet individual needs, provide personal and career choices, and create a flexible and skilled workforce so that the employees, the Company and the Union are prepared to fully participate in a changing and diverse marketplace.

GOVERNANCE: Effective January 1, 2006, Training Partnerships, Inc. (TPI) will be dissolved as a corporation. PATHWAYS To The Future will continue to be governed by the PATHWAYS Board of Directors. The PATHWAYS Board of Directors shall jointly oversee and manage the PATHWAYS educational benefit under the policies and bylaws established by the previous TPI Board of Directors, unless amended by the Board. The PATHWAYS Board of Directors shall have five (5) members appointed by the Union and five (5) members appointed by the Company. The Co-Directors, one (1) Union and one (1) Company, will be appointed in the same manner as during the term of the 2003 Collective Bargaining Agreement, to assist in implementing the PATHWAYS program.

ELIGIBILITY: PATHWAYS To The Future is an educational benefit program for employees to use for education and training outside their current job. All Regular Full-Time and Regular Part-Time employees with a minimum of six (6) months Term of Employment (TOE) will be eligible to participate in PATHWAYS.

PARTICIPATION: PATHWAYS-provided education and training will be separate and distinguished from an employee's current job specific training. PATHWAYS-sponsored education provides for education and training for skills not expected or required in the employee's current job. Participation in the program is voluntary and is on an employee's own time.

EXCLUSIONS: Alternatively, Company-sponsored "job specific" training will include, but is not limited to, expected and/or required training for the employee's current job assignment. Therefore, "job specific" training is to take place on work time and is to be paid for by the Company (Organization), and will not fall under the provisions or funding by PATHWAYS. The Company and Union Bargaining Agents with the assistance of the PATHWAYS Board, will determine the best process for assessing and monitoring the exclusions to the PATHWAYS To The Future Benefit Program.

ADVOCATES: To support employees in their commitment to continuing education and life-long learning, Advocates shall be appointed and Advocate Committees shall be established. These committees are co-chaired by union and management advocates. While time off for Advocates to perform their duties is voluntary time, instances may arise where the Company and local union may mutually agree to compensate the Advocate Committees with paid time off under Section 15.11 of this Agreement (Excused Paid Time-Union Management Meetings) at the recommendation of the PATHWAYS Board. Upon written request, the Board may also agree to provide, out of its administrative budget, reimbursement to an Advocate Committee for expenses such as supplies, mileage, lodging, or meals.

ADVOCATE CONFERENCE FUNDING: In support of the Advocate network, the Company will provide one hundred thousand dollars (\$100,000) in funding for one PATHWAYS Advocate Conference during the life of the 2005 Agreement to provide educational enrichment regarding the Program and for the Board to obtain feedback regarding the Program with the goal of improving its administration and effectiveness. Time off to attend this conference will be paid under Section 15.11 of this Agreement. Reimbursable expenses approved by the PATHWAYS Board will be paid to the employees out of the budget for the conference.

PROGRAM SUMMARY AND DESIGN CHANGES:

1. No Cap Undergraduate Degree Option – two (2) or four (4) year Associate or Bachelors degrees through accredited schools under the PATHWAYS eligibility policy. Provides up to three hundred dollars (\$300) per calendar year of personal development.

2. Two thousand one hundred dollars (\$2,100) Tuition Cap for Continuing Education Option - Includes up to three hundred dollars (\$300) for personal development. It covers a variety of continuing education options such as credit and non-credit courses, certificate and license programs, technical training, and vocational courses.
3. Essential Skills - No Cap - Essential skills are defined as the specific skills needed today and in the future for Qwest to achieve its business objectives and to build those skills for our internal employees. The PATHWAYS Board will determine eligibility of courses, classes and programs under this option. Where such courses, classes and programs are required for an employee's current job, PATHWAYS will not fund it. (Note: "EXCLUSIONS" as defined above.) In addition to pre-paid tuition, these options include career planning, assessment, fees and book reimbursement paid per PATHWAYS policies.

Employees may participate in the following ways:

The No Cap Undergraduate Degree option.

The No Cap Undergraduate Degree option and the Essential Skills option.

The two thousand one hundred dollars (\$2,100) option.

The Essential Skills option and the two thousand one hundred dollars (\$2,100) option.

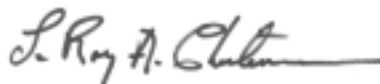
4. Separated Employees - Employees who separate from Qwest under the provisions of Article 19 or Article 23 will be eligible to participate in the PATHWAYS for Separated Employees Program. This program includes the following provisions:
 - (a) For employees who separate on or before December 31, 2005, the program eligibility period is twenty-four (24) consecutive calendar months. The twenty-four (24) month period will start no later than twelve (12) months from the employee's separation or earlier if the employee enrolls in courses or classes within the initial twelve (12) month period from separation. For employees who separate on or after January 1, 2006, the program eligibility period is thirty-six (36) consecutive calendar months beginning on the date following separation.
 - (b) Not more than ten thousand five hundred dollars (\$10,500) will be reimbursed at a maximum of five thousand two hundred fifty dollars (\$5,250) per twelve (12) month period to include tuition, fees, books, personal development and applicable taxes.
 - (c) Applicable taxes are withheld from these reimbursements.

In conclusion, the PATHWAYS To The Future Program supports life-long learning opportunities for Qwest employees and CWA's members. Education and training is a competitive advantage. Continuous learning opportunities are essential to our collective success in the future.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Payroll Policies

Dear Mr. Thompson:

As was discussed during recent negotiations, payroll policies (specifically regarding overpayments and underpayments) may need to change due to unforeseen circumstances.

When this occurs, the policy changes will be reviewed with the Company and Union Bargaining Agents prior to implementation.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Pension Band 120

Dear Mr. Christensen:

During 1989 collective bargaining, agreements were reached on specific title changes which resulted in pension band impact to certain former Northwestern Bell (NWB) Zone 1 titles. This occurred in both the U S WEST (now Qwest) and former BRI bargaining unit. Employees holding these titles were in Pension Band 120 under the 1986 Agreement and would have moved to Pension Band 119 under the above-referenced title change agreements.

The impacted titles were as follows:

Facility Specialists
Network Systems Technicians
Switchboard Technicians
Testing Technicians
Toll Terminal Technicians
Communications Channel Technicians
Communications Channel Specialists
Building Specialists

The following is proposed relative to protection of Pension Band 120 for the originally impacted employees:

Employees in the listed titles on August 13, 1989, will remain in Pension Band 120 for the life of the 2005 Agreement. We will provide you with a listing by name of the individuals impacted.

Employees who have moved into these titles (or their translated titles) since August 13, 1989, will be placed in Pension Band 119.

Any employee who has moved or will move out of these titles during the life of this Agreement will no longer be protected.

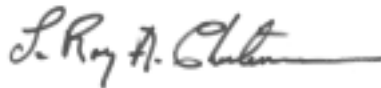
Any future changes during the life of the 2005 Labor Agreement that would impact Pension Bands could make this agreement null and void.

If the above accurately reflects our understanding, please sign in the space provided below.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

March 19, 2001

Ms. Annie Hill
Assistant to the Vice President
Communications Workers Of America, District 7
8085 East Prentice Avenue
Greenwood Village, Colorado 80111

RE: Permissible Mobilization Activities Over Grievable Issues

Under section 16.3 of the parties' current collective bargaining agreement, as interpreted by Judge Kane in *US WEST Communications, Inc. v. Communications Workers Of America*, USDC - District Of Colorado No. 98-K-2317, the membership of the bargaining unit represented by CWA is prohibited from engaging in any form of protest in support of any grievable issue, other than (1) filing a grievance, (2) seeking an informal solution outside of the grievance process with the consent of the Company, or (3) filing a charge with the NLRB or other appropriate government agency or judicial forum. Qwest Corporation and the Union agree that some limited form of outlet for employees to express their concerns is beneficial to the Union, the Company, and its organized workforce. Accordingly, the parties have agreed upon the following.

Section 16.3 of the CBA shall be interpreted to allow members of the bargaining unit to engage in limited protest activities in the workplace over issues that are subject to the grievance and arbitration process set forth in the CBA. Those activities are limited to providing handbills to fellow employees, and/or wearing t-shirts and/or buttons, and/or other protest statements, so long as the statements (whether symbolic or in language) contain only factual information and are not derogatory or disparaging toward the Company or its employees.

However, under no circumstances may any member of the bargaining unit engage in any form of protest activity over any issue that is subject to the grievance and arbitration process set forth in the CRA if the member is likely to have contact with one or more customers (other than customers who are also employees of Qwest and its affiliated companies). Additionally, the membership of the bargaining unit is absolutely prohibited from engaging in any strikes, slowdowns, boycotts, or any form of work stoppage over any grievable issue.

To the extent the Company believes that one or more members of the bargaining unit is engaging in protest activities not permitted by this letter of agreement, it may ask the member or members to cease such activity. Pursuant to the "work now — grieve later principle," the member or members of the bargaining unit will immediately comply, or face discipline up to and including immediate discharge. Should the Union wish to challenge the right of the member(s) to engage in the protest activities at issue, the Assistant or Administrative Assistant to the Vice President of District 7 may file a written grievance directly with the Company's Chief Bargaining Agent within 72 hours which seeks expedited arbitration pursuant to this letter of agreement. The sole issue will be whether the protest activities are permitted under the terms of this letter of agreement. Should the grievance be filed outside of the 72 hour window, arbitration will not be permitted pursuant to Article 16 of the CBA.

If the grievance qualifies for expedited arbitration, it will be referred to Arbitrator Carol Zamparini if she is available to hear the arbitration more than ten days but less than thirty days after the filing of the grievance (and can include Saturday or Sunday hearings, if necessary to stay within the time frame). If she is not available, it will be referred to Arbitrator Gary Axon. If he is not available within that ten to thirty day time frame, it will be referred to an arbitrator provided through the FMCS process to be heard more than ten days but less than thirty days (including Saturday or Sunday hearing, if necessary) after the filing of the grievance. If Qwest is unavailable within this ten to thirty day time frame, then upon notice that Qwest is unavailable for the hearing within the time frame, the member or members may resume the objected-to protest activities until three days prior to the agreed upon date for arbitration. If CWA is unavailable within this ten to thirty day time frame, then it can not resume the objected-to protest activities unless and until an arbitrator's decision finds the activity did not violate this agreement. The arbitration will be heard on consecutive days until completed in Denver, Colorado, but witnesses who are not otherwise available may appear by telephone if they so desire. There shall be no post hearing briefs, although closing statements will be permitted. The Arbitrator will issue a decision within one week of the close of the hearing. The parties shall equally share all fees of the arbitrator and related costs. Nothing set forth in this expedited arbitration process shall limit the forums or remedies otherwise available to the parties.

Past practice evidence pertaining to events occurring before the date of this Letter of Agreement may not be admitted in any arbitration, whether expedited or otherwise, for any purpose, including but not limited to interpreting or varying the terms of this Letter of Agreement.

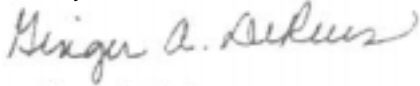
Past practice evidence pertaining to events occurring after the date of this Letter of Agreement may not be admitted in any arbitration, whether expedited or otherwise, for any purpose, including but not limited to interpreting or varying the terms of this Letter of Agreement. The sole exception to the preceding sentence is that past practice evidence pertaining to events occurring after the date of this letter of Agreement may be introduced in an arbitration and may be considered by the arbitrator if and only if (1) the statements sought to be introduced are identical to the statements at issue in the arbitration in which they are sought to be introduced, (2) the statements were utilized by members of the bargaining unit in a similar context and manner to the context and manner at issue in the arbitration and (a) if sought to be introduced by the Union, the Company allowed members of the bargaining unit to utilize the

statements at least 2 times in the 3 year period immediately preceding the arbitration, or (b) if sought to be introduced by the Company, the Union failed to grieve the Company's refusal to allow members of the bargaining unit at least 2 times in the 3 year period immediately preceding the arbitration. For purposes of this Letter Of Agreement, past practice evidence does not include precedential decisions.

No opinions or orders in *US WEST Communications, Inc. v. Communications Workers Of America*, USDC - District Of Colorado No. 98-K-2317 shall be used by either party in any arbitration proceeding as precedent by either party.

This letter shall be effective for the period of the parties' collective bargaining agreement, including extensions, unless modified by written mutual agreement of the parties.

Sincerely,



Ginger A. DeReus
Senior Director and
Chief Bargaining Agent



Concurred:
Annie Hill
Assistant To the Vice President
Communications Workers Of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Priority Personal Days

Dear Mr. Thompson:

During 1998 Bargaining, the Company and the Union spent a significant amount of time discussing the Union's desire to also consider the needs of the employee when determining the needs of the business. The Company and the Union agree to have local union and Company representatives set the parameters and implementation guidelines for each work group. These local representatives will have the latitude to address the following issues:

- (a) whether to increase the number of priority personal days
- (b) how priority personal days and excused non-paid time interact
- (c) whether certain days need to be exempt
- (d) increments in which priority personal days may be taken
- (e) frequency in which priority personal days may be taken (i.e., one per quarter)
- (f) procedure to request a priority personal day
- (g) a reasonable amount of priority time will be made available every day with the exception of holidays which may be blocked
- (h) whether daily caps are needed in some cases to minimize negative impact on customers. (If necessary, priority personal days would be granted on a first-come, first-serve basis.)

Local representatives should be creative and develop guidelines which work best for their work group and empower employees to manage their work and personal lives. If the local representatives are unable to reach agreement on the guidelines, the Company and Union Bargaining Agents may assist with the resolution.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Qwest / CWA Diversity Committee

Dear Mr. Christensen:

Recognizing the importance of each employee in Qwest becoming aware of and adhering to the principles of diversity, equal employment opportunity, and affirmative action, the parties agree to continue the Qwest/CWA Diversity Committee.

The primary focus of this committee will be to help the Company support an environment that is devoid of racism and sexism as well as embracing diversity in all aspects of the business.

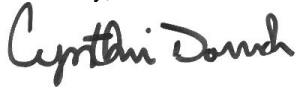
In this respect, the committee will work with the Diversity Resource Group Leadership Network to promote diversity and Equal Employment Opportunity and Affirmative Action (EEO/AA) by helping to remove the subtle and overt barriers to diversity in the workplace.

The role and scope of the committee shall include but is not limited to:

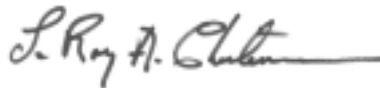
1. A focus on barriers to diversity at the front-line of the Company and the Union.
2. Helping to identify and eliminate perceived barriers.
3. Recommending tools/products that help each employee understand what diversity means at Qwest.
4. Providing feedback to the Company and the Union on perceived barriers or issues that hinder the progress of diversity in the workplace.

This committee will be composed of four (4) representatives from both the Company and the Union and will meet at least four (4) times a year.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Qwest - Organization Structure

Dear Mr. Thompson:

The Company and the Union recognize the continuing changes in the organizational structure of the business in the context of administration of Articles 7, 19, 20, and 21. As you know, the names, size, numbers, and relationship within and between organizations have and will continue to reflect what we believe is the best structure for delivering customer service. As such, the organizational structures and names are likely to continue to change and evolve over time.

As we have discussed, the Company determines organizational structures and names and will keep the Union Bargaining Agent advised of such changes in a timely manner and discuss the impacts, if any, on the administration of the provisions outlined in Articles 7, 19, 20, and 21. The Company and the Union Bargaining Agents will mutually agree on any modifications of the administration of these provisions that become necessary as a result of organizational structure changes based on the above definition.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen
Assistant to the Vice President
Communications Workers of America - District 7
8085 E. Prentice Avenue
Greenwood Village, CO 80111

RE: Qwest Uniform Program

Dear Mr. Christensen:

The Company and the Union have agreed to a clothing program for customer facing employees in the Network organization and Business Resources, Inc. in the following titles: Network Technician, Central Office Technician, Customer Data Technician, COE Technician, Antenna Technician, Assistant Technician, Customer Service Specialist, CPE Technician, Building Specialist and Building Technician. The clothing program will be voluntary for employees currently in the titles set forth above. The clothing program will be mandatory for any employee who is newly hired or transfers into the titles set forth above after August 14, 2005. Two (2) additional titles, Frame Attendant and Supply Attendant, may participate on a reduced basis as described in the plan. The following sets forth the terms of this agreement:

1. On an annual basis, employees will receive five (5) shirts and one hundred fifty dollars (\$150.00) to order items from a list of available uniform items. The Company will also provide two CWA pins to each employee who elects to participate in the clothing program. The design and supplier of these pins will be approved by the CWA.
2. Each participant is required to wear the article of Qwest clothing provided during their tour of duty. The goal is to have our employees appear to the customer as the professionals they are. Accordingly, the Company expects participants' clothing to be neat, clean and well maintained.
3. To the extent the value of the clothing articles provided to employees under this program is taxable, the taxable amount will be "grossed up."
4. The Company may change, modify or eliminate vendors, products and/or allotments provided to employees participating in the Uniform Program so long as such changes, modifications or eliminations do not reduce the overall value of the products and allotments provided under subsection (1) above.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Retiree Health Care

Dear Mr. LeRoy Christensen:

This letter will confirm our agreement regarding retiree health care and the provisions surrounding retiree health care caps:

- (a) The Company shall contribute funds (by direct payment and/or payments made from the Company sponsored trust funds or other Company sources) for the actual aggregate Qwest Health Care Plan ("Plan") costs (excluding Plan coverage Medicare Part B premiums capped at 1995 reimbursement level) for Union represented employees retiring from the Company (and their Class 1 dependents) in each calendar year after 1990, up to a total Company contribution of not less than the single amount calculated as the sum of the costs in all Coverage Categories (i.e., the sum of column (D)) in the following restructured schedule:

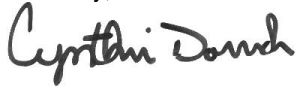
<u>(A) Coverage Category</u>	<u>(B) Cost Cap</u>	<u>(C) Multiple Factor</u>	<u>(D) Total Category Cost</u>
Under age 65 adult	\$4,960	Total adults (retirees + spouses)	(B) x (C)
Child(ren) (incl. students & handicapped)	\$2,070	Total retirees who cover 1 or more children	(B) x (C)
Age 65 and over, adults	\$2,570	Total adults (retirees + spouses)	(B) x (C)

With respect to individuals retiring on or after January 1, 1991, (except employees who retired under the 1992 ERO), the Company reserves the right to assess individual premiums (which, if assessed, shall vary based on whether the individual is over or under the age of sixty-five (65)) and the type of Plan coverage (adult, child) as an alternative method of funding Plan costs in excess of the aggregate amount of Company contributions calculated across all categories under the above schedule. If in a given Plan year, the costs for one of the Coverage Categories (e.g., Under age 65, adult) exceed the maximum Company contribution for that category, but the total costs for all Coverage Categories do not exceed the maximum Company contribution on an aggregate basis (i.e., the sum of column (D)), then no retired employee would be required to make a contribution for the Plan year. However, no retired employee shall be required to pay any contribution toward Plan costs for coverage prior to January 1, 2009.

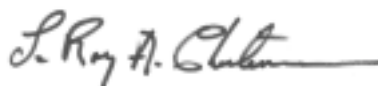
If the Cost Caps in the above schedule are increased in any bargaining contract between the Union and the Company entered into after expiration of this contract, the Company will adjust the Cost Caps in the above schedule to match the increased Cost Caps as bargained.

- (b) For employees who retire on or after January 1, 1991, the Plan shall provide benefits equivalent to the average actuarial value (subject to the possibility of the Company's assessment of premiums as set forth in paragraph (a) of this Section) of the benefits provided from time to time under the health care plan for active occupational employees, and the Company shall continue to have the right to amend such benefits subject to negotiations. This paragraph will apply to employees who retired under ERO only to the extent it is consistent with the 1992 "ERO" health care commitment.
- (c) For active and future retired employees, there shall be no lifetime maximum on the amount of benefits available from the Plan during the term of this Agreement.
- (d) With respect to individuals retiring on or after January 1, 1991, effective January 1, 1996, the Company will cap the Medicare Part B reimbursement at the 1995 rate of forty eight dollars and ten cents (\$48.10) per month.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 14, 2005

Mr. LeRoy Christensen

Assistant to the Vice President
Communications Workers of America - District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Supplemental Payment Cities

Dear Mr. Christensen:

This will confirm our understanding regarding Supplemental Payment Cities. The Company and the Union recognize that special conditions exist in certain cities in the Qwest territory that impact the Company's ability to attract and retain employees. For that reason, the Company and the Union agree to the following:

An employee whose most current Primary Reporting Place (PRP) is within the city limits of a city listed below, will receive a supplemental payment as shown. This payment shall continue so long as the employee's most current PRP is located in one of these cities:

Supplemental Payment Cities

\$95.00 Per Week

Craig, CO
Crested Butte, CO
Durango, CO
Frisco, CO
Granby, CO
Gunnison, CO
Hailey, ID
Heber City, UT
Ketchum, ID
Los Alamos, NM
Meeker, CO
Park City, UT
Ridgway, CO
Santa Fe, NM
Steamboat Springs, CO
Taos, NM
Telluride, CO

\$125.00 Per Week

Aspen, CO
Avon, CO
Breckenridge, CO
Dillon, CO
Glenwood Springs, CO
Jackson, WY
Rifle, CO
Silverthorne, CO
Vail, CO

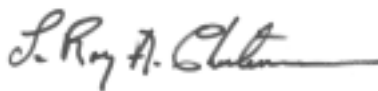
The supplemental payment shall enter into computation of overtime pay as required by law, but will not be part of basic wage rate for any other purpose, nor enter into computation of any payment under the plans for employee's pension, disability benefits, or any other fringe benefits or differentials.

This agreement may be canceled by either party by giving thirty (30) days written notice to the other party.

Sincerely,



Cynthia Dorroh
Director
Labor Relations



Concurred:
LeRoy Christensen
Assistant to the Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Tax-Exempt Trust

Dear Mr. Thompson:

The Company shall continue to maintain and/or establish one or more tax-exempt trusts under Section 501(C)(9) of the Internal Revenue Code for the purpose of funding some or all of the following benefits for eligible employees and retirees, their eligible dependents, and/or their designated beneficiaries; life insurance, sickness, medical, accident and other allowable welfare benefits. The level and timing of all contributions to such trusts and trust reserves shall be determined in the sole discretion of the Company subject to any applicable limitations under the Internal Revenue Code. The funding of post-retirement medical benefits, and such other benefits as the Company shall deem appropriate, shall be separately accounted for within the trust.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Union Representation Rights For Occupational Employees

Dear Mr. Thompson:

As a result of recent contract negotiations, the parties have agreed to include this Letter of Agreement in the Agreement.

The purpose of this document is to provide further clarification on when an employee is entitled to have a steward present during a meeting with management. An employee has the right to a union representative, upon request, in investigatory interviews, and when discipline is being administered.

An investigatory interview occurs when a manager questions an employee about his or her conduct or performance. In this circumstance, if the employee has a reasonable belief that disciplinary action may result from the interview, he or she has the right to have a union representative present upon request.

Discipline is defined, per Article 17, as "warnings which are going to be recorded in the personnel file, suspension, demotion, or dismissal for just cause". Furthermore, per the Occupational Employee Performance Plan (OEPP), discipline occurs when an employee is not meeting standards, or complying with Company policy, and corrective action is taken.

There is no contractual or legal entitlement for an employee to have a union representative present any time he or she meets with management. Therefore, when meeting with an employee, it is imperative for a manager to clearly state the purpose of the discussion.

Periodic performance reviews are an important part of employee development and sustained productivity. If, during one of these discussions, the manager questions an employee about his or her conduct or performance, and the employee has a reasonable belief that disciplinary action may result from the interview, he or she has the right to a union representative upon request. However, there is no entitlement to union representation if the stated intent is not to take disciplinary action as a result of information gained in this meeting.

Examples of Manager - Employee Meeting	Employee Entitled To Union Representation
Employee orientation on Company policies and/or workgroup standards.	No

Examples of Manager - Employee Meeting	Employee Entitled To Union Representation
Performance review - employee meeting standards, with no supervisory reference made to OEPP disciplinary action.	No
Performance review - employee meeting standards, possible OEPP disciplinary action discussed, no documentation recorded in personnel file and the discussion will not be relied upon should disciplinary action become an issue in the future.	No
Performance review - employee meeting standards, possible OEPP disciplinary action discussed, documentation is recorded in personnel file.	Yes
Performance review - employee not meeting standards, OEPP disciplinary action discussed or applied, documentation is recorded in personnel file.	Yes
Discussion with employee to advise that, based on an alleged violation of Company policy, he or she is being sent home, suspended without pay, pending further investigation.	Yes

The OEPP is a Company policy, and like others should be covered with all employees annually. This coverage is the Orientation phase of the OEPP. Therefore, it meets the just cause criteria that employees know the consequences of poor performance. This coverage is not a disciplinary action and does not require application of Article 17 of the contract. It is an informational coverage with no current negative consequences for an individual employee.

Developmental plans are appropriate for all employees to ensure continuous improvement. Discussions about these plans are not considered disciplinary. Therefore, union representation is not an entitlement in these sessions as long as management does not refer to potential, future disciplinary action.

Corrective action plans are developed when employees become unsatisfactory, and discipline is administered in accordance with the OEPP .

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

ADDENDUM 4

FAMILY ISSUES

LEAVES OF ABSENCE

Section A4.1 CARE OF NEWBORN, ADOPTED, OR FOSTER CHILD LEAVE

The leave for care of a newborn, adopted, or foster child is without pay and shall, with required approval, be for a period of up to one (1) year inclusive of the disability period, if applicable. The leave will be granted for an initial period of six (6) months, but may extend up to one (1) year from the birth, adoption, or placement of a foster child/children. When determining the period of leave to be granted, the Company will take into consideration the desires of the employee and the needs of the business.

While on leave, benefit coverage for eligible employees shall, to the extent provided to active employees, be as follows:

Death Benefit - Company pays for the period of the leave (up to one (1) year).

Basic Group Life Insurance - Company pays premium for the period of the leave (up to one (1) year).

Qwest Health Care Plan/HMO - Company paid coverage continues for the duration of the leave on the same basis as for the employee's active employment.

Dental - Company pays for the first six (6) months. Employee covers the balance.

Supplementary Group Life Insurance and Dependent Group Life Insurance - Employee covers the cost of the premium.

Qwest Disability Plan - Available after the leave if the employee is disabled at the end of the leave.

Service Credit - Upon reinstatement at expiration of the leave, the employee will be granted service credit for the entire period of the leave.

Employees who are granted a Leave of Absence for the Care of Newborn Children (CNC) will be entitled to guaranteed reinstatement to one of the following:

- (a) If the employee is granted a leave of absence and returns within six (6) months from the end of the disability period, if applicable, the employee will be placed in the same job.
- (b) If the employee is granted a leave of absence and returns between six (6) months from the end of the disability period, if applicable, and twelve (12) months from the date of birth, adoption, or placement of a foster child/children the employee will be placed in a position of like status and pay.
- (c) During the first six (6) months of the CNC leave of absence the employee may return to her/his position on a part-time basis upon mutual agreement of the employee and the immediate supervisor. By mutual agreement of the immediate supervisor and the employee, this part-time work may be extended for a period up to one (1) year from the date of birth, adoption, or placement of a foster child/children.

Section A4.2 FAMILY CARE LEAVE

Family Care Leave(s) will be administered as follows:

The Family Care Leave is without pay and shall, with required approval, be for a total period of up to twelve (12) months within a two (2) year period. The employee shall be guaranteed reinstatement at the end of each segment of the leave.

The purpose of the leave shall be to care for a seriously ill family member.

For purposes of this leave, "family member" shall mean:

Spouse or other individual living in the same household and dependent upon employee.

Biological or adopted unmarried child under nineteen (19) years of age (or age twenty-three (23) if a full-time student) or an unmarried child of any age who is incapable of self-support; or physically or mentally handicapped and fully dependent on the employee.

Biological or adoptive parent or parent-in-law; grandparent or grandparent-in-law.

The employee shall be required to present evidence of serious illness of a family member and the expected duration of the illness and the reason for the employee's involvement, to the satisfaction of the Company.

While on leave, benefit coverage for eligible employees shall, to the extent provided to active employees, be as follows:

Death Benefit - Company pays for the period of the leave (up to one (1) year).

Basic Group Life Insurance - Company pays premium for the period of the leave (up to one (1) year).

Qwest Health Care Plan/HMO - Company paid coverage continues for the duration of the leave on the same basis as for the employee's active employment.

Supplementary Group Life Insurance and Dependent Group Life Insurance - Employee covers the cost of the premium.

Qwest Disability Plan - Available after the leave if the employee is disabled at the end of the leave.

Service Credit - Upon reinstatement at expiration of the leave, the employee will be granted service credit for the entire period of the leave.

Section A4.3 CHILD / ELDER CARE RESOURCE AND REFERRAL

The services of a national community based Child Care and Elder Care Resource and Referral Service will continue to be engaged by the Company to help employees locate, evaluate, and manage quality child care and elder care services. This service will be provided by a professional organization charged with the responsibility of locating existing services, provide consultative services, distribute appropriate educational materials, provide on-site educational workshops, audio tapes, or video tapes of educational workshops and where necessary engage in community resource development which will increase the quantity and enhance the quality of care.

The Company will pay the cost associated with contracting for, managing and operating the Child and Elder Care Resource and Referral Service. The selection of the national vendor will be the sole responsibility of the Company. The selection of the provider and associated costs for the services of the provider will be the sole responsibility of the employee.

This service will be renewed effective with the date of this Agreement for all Regular employees.

Section A4.4 ADOPTION ASSISTANCE

Documented adoption expenses incurred on or after January 1, 1996, by Regular employees will be eligible for reimbursement up to a maximum of two thousand five hundred dollars (\$2,500) for expenses associated with the legal adoption of each minor child (under eighteen (18) years of age). When two (2) or more children are adopted at the same time (as in the case of twins or siblings), documented adoption expenses will be reimbursed per child, not per adoption transaction. Only one (1) parent is eligible to receive reimbursement even if both parents are employed by Qwest. The parent employee that applies for adoption assistance may not transfer this to the other parent employee. If a change in employment status alters the eligibility of the initial applicant, a new application can be submitted by the other parent employee, but in no event may the total reimbursement exceed two thousand five hundred dollars (\$2,500) per adoption, per family.

The employee may be eligible for an additional one thousand dollars (\$1,000) when adopting a special needs child. A uniform definition of "special needs" will be determined and approved by the Company. (States usually provide financial assistance for the adoption of a "special needs" child. This one thousand dollars (\$1,000) will be made available to the employee only if not reimbursed by the state).

The following additional conditions shall apply to adoption expense reimbursements:

- (a) Documentation submitted must include original receipts.
- (b) Expenses must not otherwise be reimbursed or covered under other Qwest plans or programs or under the plans or programs of the non-Qwest parent's employer.
- (c) Expenses must be directly connected to the adoption process. This includes agency fees, court costs, and necessary medical and legal fees, but excludes all travel and travel expenses for anyone associated with the adoption, including, but not limited to, the child, adoptive parents, biological parents, and appointed guardians. Health care expenses for the biological mother are not included. Expenses for the adoption of stepchildren are included, but not the legal fees associated with determining the custodial parent.
- (d) The employee must be an active Regular employee both at the time the child is placed in the employee's home for the purpose of adoption (or, if the child is already in the home for other purposes, at the time expenses directly connected to the adoption process are first incurred) and at the time the adoption becomes legally final. Only expenses incurred while the employee is an active, Regular Qwest employee will be eligible for reimbursement. For purposes of this paragraph, an employee will continue to be considered as in active status while on an approved leave of absence for the care of a newborn, adopted, or foster child, family care, disability, anticipated disability, or education, or an approved personal leave or leave pending placement.

- (e) The child(ren) must be placed in the employee's home for adoption on or after January 1, 1996 (or, if already in the home prior to that date for other purposes, the first expenses directly connected to the adoption process must be incurred on or after January 1, 1996).

Eligible expenses will be reimbursed at the time the adoption becomes legally final, except with respect to employees on a leave of absence as described above, in which case reimbursement shall occur upon reinstatement to active, Regular employment. The amount reimbursed will constitute taxable income and be subject to withholding obligations.

Section A4.5 FAMILY AND WORK DEVELOPMENT FUND

During 1995 Bargaining, the Company agreed to create a Family and Work Development Fund. Effective January 1, 2006, the Company will bring the balance of funds available for calendar year 2006 to one hundred thousand dollars (\$100,000.00); and effective January 1, 2007, the Company will bring the balance of funds available for calendar year 2007 to one hundred thousand dollars (\$100,000.00); and effective January 1, 2008, the Company will bring the balance of funds available for calendar year 2008 to one hundred thousand dollars (\$100,000) for the purpose of funding family care programs to address the evolving needs of employees represented by the Communications Workers of America (CWA) and the International Brotherhood of Electrical Workers (IBEW) throughout the fourteen (14) state region for Qwest and Qwest Business Resources, Inc. (BRI). These funds will be made available to fund activities approved by a joint Company/Union board (the Family and Work Development Board) which shall be composed of one (1) member each from both the CWA and the IBEW and two (2) members designated by the Company, and which shall operate within the following guidelines.

The Family and Work Development Board shall be charged with the following duties:

- (a) Develop a mission statement that will focus the direction of all joint efforts in the area of family and work.
- (b) Establish a system for soliciting or otherwise identifying new or expanded initiatives in the area of child, disabled adult, and elder care services that will enhance the quality of the supply of these services and/or increase the quantity of community options through which these services are available (the "Service Initiatives") for represented employees. Service Initiatives may include, for example, training of care providers, start-up loans for emergency and back-up care centers, planning grants to community agencies, and matching funds for federal or state grants to non-profit organizations that foster family care programs.
- (c) Review, approve, or reject all requests for funding of Service Initiatives impacting the communities where represented employees live or work.
- (d) Recommend long-range plans for family and work issues as well as strategies for introduction and integration of such plans into Company policies and practices.
- (e) Review the activities of the various groups and organizations dealing with family and work issues throughout the Qwest family of companies.
- (f) Assume responsibility for exchanging information among interested parties within the Company and for gathering information on the trends in American industries regarding child, disabled adult, and elder care.

The Family and Work Development Board will not have the authority to alter the terms and conditions of existing Collective Bargaining Agreements between Qwest or BRI and either the CWA or IBEW, or any locals thereof.

ADDENDUM 5

TITLES

JOB TITLE	SCALE
ADMINISTRATIVE ATTENDANT *	F
ADMINISTRATIVE DESIGNER*	C
ADMINISTRATIVE REPORTS CLERK	7
ADMINISTRATIVE REPRESENTATIVE *	C
ADMINISTRATIVE SPECIALIST *	B
ADMINISTRATIVE TECHNICIAN *	C
ANALYSIS CLERK	3
ANALYTICAL ASSISTANT	4
ANALYTICAL ASSOCIATE	5
ANTENNA TECHNICIAN	2
ASSIGNMENT CONSULTANT	2
ASSISTANT TECHNICIAN	4
ASSOCIATE BUYER *	B
AUTOMATED SYSTEMS SPECIALIST *	A
BROADBAND TECHNICIAN ***	2
BUILDING SPECIALIST *	A
BUILDING TECHNICIAN *	C
CAPACITY PROVISIONING SPECIALIST	4
CENTRAL OFFICE TECHNICIAN	1
CENTER SALES AND SERVICE ASSOCIATE	**
CENTER SALES ASSOCIATE	**
CENTER SALES SUPPORT CONSULTANT	M
COE INSTALLATION TECHNICIAN	2
COMPLEX TRANSLATION TECHNICIAN	1
COMPUTER OPERATOR	4
COMPUTER SPECIALIST	1
CREDIT CONSULTANT	M
CUSTOMER COMMUNICATIONS TECHNICIAN	1
CUSTOMER DATA TECHNICIAN	1
CUSTOMER PREMISES EQUIPMENT TECHNICIAN	1
CUSTOMER RELATIONS SPECIALIST	M
CUSTOMER REPRESENTATIVE *	C
CUSTOMER SERVICE CONSULTANT	7
CUSTOMER SERVICE SPECIALIST	I
DATA ADMINISTRATOR	9
DATA APPLICATIONS ORDER SPECIALIST	4
DATA SPECIALIST	8
ENGINEERING SPECIALIST	1
EQUIPMENT SPECIALIST *	B
FACILITIES ASSIGNMENT CLERK	6
FACILITIES SPECIALIST	2
FLEET SPECIALIST *	A
FLEET TECHNICIAN *	B
FRAME ATTENDANT	4
HEALTH BENEFITS COORDINATOR	1
INFORMATION SPECIALIST	7
INVENTORY SPECIALIST	4
INVESTMENT SPECIALIST	5
LOAD SPECIALIST	5
NETWORK TECHNICIAN	2
OFFICE CLERICAL ASSISTANT	11
OPERATIONS ATTENDANT *	F
OPERATIONS CLERK	7
OPERATIONS TECHNICIAN *	C
ORDER SPECIALIST	7
REPAIR SERVICE ATTENDANT	7
REPAIR TECHNICIAN	8
SALES CONSULTANT	**

JOB TITLE	SCALE
SALES AND SERVICE CONSULTANT	M
SALES SUPPORT SPECIALIST	6
SCHEDULE CLERK	4
SCREENING CONSULTANT	4
SECURITY ASSISTANT	5
SENIOR DATA ADMINISTRATOR	7
SERVICE ASSURANCE TECHNICIAN	1
SERVICE COORDINATOR	4
SERVICE DELIVERY COORDINATOR	4
SERVICE ORDER ADMINISTRATOR	6
SERVICE ORDER CLERK	8
SERVICE REPRESENTATIVE	M
SUPPLY ATTENDANT	4
SWITCH CONSULTANT	4
TECHNICAL ASSISTANT	4
TECHNICAL CLERK	6
TECHNICAL CONSULTANT	4
TECHNOLOGIES DATA ANALYST	5
TECHNOLOGIES MAINTENANCE TECHNICIAN	1
TECHNOLOGIES REPRESENTATIVE	4

- * BRI TITLES
- ** SEE SALES INCENTIVE COMPENSATION PLAN
APPLICABLE TO THE JOB TITLE
- *** EFFECTIVE AUGUST 13, 2006

ADDENDUM 6

**REASONABLE COMMUTING AREAS (RCA)
WAGE ZONES**

ARIZONA

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 1	Benson	20
	Wilcox	20
RCA No. 2	Bisbee	20
	Douglas	20
RCA No. 3	Coolidge	20
	<u>Arizona City</u>	<u>20</u>
	Casa Grande	20
	<u>Maricopa</u>	<u>20</u>
RCA No. 4	Cottonwood	20
	Sedona	20
	Camp Verde	20
RCA No. 5	Flagstaff	20
	<u>Ash Fork</u>	<u>20</u>
	<u>Williams</u>	<u>20</u>
RCA No. 6	Globe	20
	Hayden	20
	Kearney	20
	Superior	20
RCA No. 7	Grand Canyon	20
RCA No. 8	Page	20
RCA No. 9	Payson	20
RCA No. 10	Phoenix	20
	<u>Anthem</u>	<u>20</u>
	Apache Junction	20
	Avondale	20
	Black Canyon City	20
	Buckeye	20
	Cave Creek	20
	Chandler	20
	Fountain Hills	20
	Gilbert	20
	Glendale	20
	Goodyear	20
	<u>Higley</u>	<u>20</u>
	<u>Laveen</u>	<u>20</u>
	Litchfield Park	20
	Mesa	20
	New River	20
	Peoria	20
	Queen Creek	20
	Scottsdale	20
<u>Surprise</u>	<u>20</u>	
Tempe	20	
Tolleson	20	
<u>Wintersburg</u>	<u>20</u>	
Youngtown	20	

RCA No. 11	Prescott	20
	<u>Chino Valley</u>	<u>20</u>
	<u>Prescott Valley</u>	<u>20</u>
	Yarnell	20
RCA No. 12	Safford	20
RCA No. 13	Sierra Vista	20
	Nogales	20
RCA No. 14	Tucson	20
	Catalina	20
	Green Valley	20
	Marana	20
	<u>Sahuarita</u>	<u>20</u>
	San Manuel	20
RCA No. 15	Wickenburg	20
RCA No. 16	Winslow	20
RCA No. 17	Yuma	20
	<u>Somerton</u>	<u>20</u>

COLORADO

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 18	Alamosa	20
	Monte Vista	20
RCA No. 19	Aspen	20
RCA No. 20	Boulder	20
	Fort Lupton	20
	Lafayette	20
	Longmont	20
RCA No. 21	Colorado Springs	20
	Canon City	20
	Monument	20
	Security	20
	Woodland Park	20
RCA No. 22	Cortez	20
RCA No. 23	Craig	20
RCA No. 24	Crested Butte	20
RCA No. 25	Denver	20
	Arvada	20
	Aurora	20
	Bailey	20
	Brighton	20
	Broomfield	20
	Castle Rock	20
	Centennial	20
	Commerce City	20
	<u>Elizabeth</u>	<u>20</u>
	Englewood	20
	Evergreen	20
	Glendale	20
	Golden	20
	Greenwood Village	20
	Highlands Ranch	20
	Lakewood	20
	Littleton	20
	<u>Lonetree</u>	<u>20</u>
	Morrison	20
Parker	20	
Pine	20	
Thornton	20	
Westminster	20	
Wheatridge	20	
RCA No. 26	Durango	20
RCA No. 27	Estes Park	20
RCA No. 28	Fairplay	20
RCA No. 29	Fort Collins	20
	Greeley	20
RCA No. 30	Fort Morgan	20
RCA No. 31	Glenwood Springs	20
	Rifle	20
RCA No. 32	Granby	20
RCA No. 33	Grand Junction	20

RCA No. 34	<u>Gunnison</u>	<u>20</u>
RCA No. 35	Idaho Springs	20
RCA No. 36	Leadville	20
RCA No. 37	Limon	20
RCA No. 38	Loveland	20
RCA No. 39	<u>Meeker</u>	<u>20</u>
RCA No. 40	Montrose	20
RCA No. 41	Pueblo	20
RCA No. 42	Ridgway	20
RCA No. 43	Salida	20
	Buena Vista	20
RCA No. 44	Silverthorne	20
	Avon	20
	Breckenridge	20
	Dillon	20
	Dumont	20
	Vail	20
RCA No. 45	Steamboat Springs	20
RCA No. 46	Sterling	20
RCA No. 47	Telluride	20
RCA No. 48	Trinidad	20
	Walsenburg	20

IDAHO

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 49	Boise	20
	Caldwell	20
	Eagle	20
	Emmett	20
	Meridian	20
	Nampa	20
RCA No. 50	Grangeville	20
RCA No. 51	Idaho Falls	20
	Rexburg	20
	Rigby	20
RCA No. 52	Kamiah	20
RCA No. 53	Ketchum	20
	Hailey	20
RCA No. 54	Lewiston	20
	Clarkston, WA	20
RCA No. 55	Montpelier	20
	Preston	20
	Soda Springs	20
RCA No. 56	Mountain Home	20
RCA No. 57	Payette	20
RCA No. 58	Pocatello	20
	Blackfoot	20
	Chubbuck	20
	Lava Hot Springs	20
	McCammon	20
RCA No. 59	Twin Falls	20
	Burley	20
	Jerome	20

IOWA

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 60	Algona	20
	Humboldt	20
RCA No. 61	Burlington	20
	Fort Madison	20
	Keokuk	20
RCA No. 62	Carroll	20
	Atlantic	20
RCA No. 63	Cedar Rapids	20
	Anamosa	20
	Coralville	20
	Iowa City	20
	Marion	20
	Monticello	20
	Mt. Vernon	20
RCA No. 64	Council Bluffs	20
	Glenwood	20
	Missouri Valley	20
RCA No. 65	Davenport	20
	Bettendorf	20
	Camanche	20
	Clinton	20
	Maquoketa	20
	Muscatine	20
RCA No. 66	Decorah	20
	Calmer	20
	Waukon	20
	West Union	20
RCA No. 67	Des Moines	20
	Adel	20
	Altoona	20
	Ames	20
	Ankeny	20
	Boone	20
	Earlham	20
	Indianola	20
	Perry	20
	Stuart	20
	Waukee	20
	West Des Moines	20
	Winterset	20
RCA No. 68	Dubuque	20
RCA No. 69	Marshalltown	20
	Iowa Falls	20
RCA No. 70	Mason City	20
	Charles City	20
	Garner	20
	Hampton	20
RCA No. 71	Ottumwa	20
	Oskaloosa	20
RCA No. 72	Sheldon	20
RCA No. 73	Shenandoah	20
	Red Oak	20

RCA No. 74	Sioux City	20
	Cherokee	20
	Correctionville	20
	Onawa	20
	South Sioux City, NE	20
RCA No. 75	Spencer	20
	Estherville	20
	Milford	20
	Spirit Lake	20
RCA No.76	Storm Lake	20
	Pocahontas	20
RCA No. 77	Waterloo	20
	Cedar Falls	20
	Independence	20
	Manchester	20
	Oelwein	20
	Waverly	20
RCA No. 78	Webster City	20
	Clarion	20
	Eagle Grove	20

MINNESOTA

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 79	Austin	20
	Albert Lea	20
RCA No. 80	Bemidji	20
RCA No. 81	Brainerd	20
RCA No. 82	Cambridge	20
	Isanti	20
	Mora	20
	North Branch	20
	Pine City	20
	Princeton	20
RCA No. 83	Detroit Lakes	20
	Park Rapids	20
RCA No. 84	Duluth	20
	Cloquet	20
RCA No. 85	Fergus Falls	20
	Wadena	20
RCA No. 86	Grand Marais	20
	<u>Finland</u>	<u>20</u>
	Silver Bay	20
RCA No. 87	Hibbing	20
	Grand Rapids	20
RCA No. 88	Luverne	20
	Pipestone	20
RCA No. 89	Marshall	20
	Redwood Falls	20
	Tracy	20
RCA No. 90	Minneapolis	20
	Anoka	20
	Blaine	20
	Bloomington	20
	Brooklyn Center	20
	Buffalo	20
	Burnsville	20
	Coon Rapids	20
	Crystal	20
	Eden Prairie	20
	<u>Edina</u>	<u>20</u>
	Elk River	20
	Excelsior	20
	Fridley	20
	Golden Valley	20
	Hamel	20
	Hopkins	20
	<u>Minnetonka</u>	<u>20</u>
	Plymouth	20
	Richfield	20
	Rockford	20
Shakopee	20	
Soderville	20	
Spring Lake Park	20	
Wayzata	20	

RCA No. 91	Morris	20
	Appleton	20
	Ortonville	20
RCA No. 92	Owatonna	20
	Faribault	20
	Northfield	20
	Waseca	20
RCA No. 93	Rochester	20
	Chatfield	20
	Red Wing	20
	St. Charles	20
	Stewartville	20
RCA No. 94	St. Cloud	20
	Glenwood	20
	Little Falls	20
	Sauk Centre	20
RCA No. 95	St. Paul	20
	Arden Hills	20
	Cottage Grove	20
	Eagan	20
	Forest Lake	20
	Maplewood	20
	New Brighton	20
	North St. Paul	20
	Oakdale	20
	<u>Roseville</u>	<u>20</u>
	Shoreview	20
	Stillwater	20
	West St. Paul	20
	White Bear Lake	20
	Woodbury	20
RCA No. 96	St. Peter	20
	Gaylord	20
	Le Sueur	20
RCA No. 97	Thief River Falls	20
	Crookston	20
RCA No. 98	Virginia	20
	Cook	20
RCA No. 99	Willmar	20
	Litchfield	20
	Montevideo	20
	Olivia	20
RCA No. 100	Windom	20
RCA No. 101	Winona	20
	Caledonia	20
	Wabasha	20

NEBRASKA

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 104	Alliance	20
	Bridgeport	20
RCA No. 105	Broken Bow	20
RCA No.106	Chadron	20
RCA No. 107	Crawford	20
RCA No. 108	Fremont	20
	Lyons	20
	Tekamah	20
	West Point	20
RCA No. 109	Fullerton	20
RCA No. 110	Grand Island	20
	Central City	20
	St. Paul	20
RCA No.111	Holdrege	20
	Minden	20
RCA No. 112	Lexington	20
	Gothenburg	20
RCA No. 113	McCook	20
RCA No. 114	Norfolk	20
	Clarkson	20
	Wayne	20
RCA No. 115	North Platte	20
RCA No. 116	Omaha	20
	Bellevue	20
	Elkhorn	20
	<u>La Vista</u>	<u>20</u>
RCA No. 117	O'Neill	20
RCA No. 118	Schuyler	20
RCA No. 119	Sidney	20
	Ogallala	20
RCA No. 120	Valentine	20
	Ainsworth	20

South Sioux City, NE can be found in RCA No. 74 (Sioux City, IA)

NEW MEXICO

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 121	Alamogordo	20
RCA No. 122	Albuquerque	20
	Bernalillo	20
	Edgewood	20
	Rio Rancho	20
	Tijeras	20
RCA No. 123	Belen	20
	Los Lunas	20
RCA No. 124	Clovis	20
	Portales	20
RCA No. 125	Deming	20
RCA No. 126	Farmington	20
RCA No. 127	Gallup	20
RCA No. 128	Grants	20
RCA No. 129	Las Cruces	20
	Anthony	20
RCA No. 130	Las Vegas	20
RCA No. 131	Raton	20
	Springer	20
RCA No. 132	Roswell	20
	Artesia	20
RCA No. 133	Santa Fe	20
	Los Alamos	20
RCA No. 134	Silver City	20
RCA No. 135	Socorro	20
RCA No. 136	<u>Taos</u>	<u>20</u>
RCA No. 137	Tucumcari	20

NORTH DAKOTA

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 138	Bismarck	20
	Mandan	20
RCA No. 139	Dickinson	20
RCA No. 140	Fargo	20
	Casselton	20
	West Fargo	20
RCA No. 141	Hillsboro	20
	Mayville	20
RCA No. 142	Grafton	20
RCA No. 143	Grand Forks	20
RCA No. 144	Jamestown	20
	Valley City	20
RCA No. 146	Wahpeton	20

OREGON

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 148	Astoria	20
	Seaside	20
RCA No. 149	Baker City	20
RCA No. 150	Bend	20
	La Pine	20
	Madras	20
	Prineville	20
	Redmond	20
	Sisters	20
RCA No. 151	Corvallis	20
	Albany	20
RCA No. 152	Eugene	20
	Cottage Grove	20
	Oakridge	20
	Springfield	20
	Veneta	20
RCA No. 153	Florence	20
RCA No. 154	Klamath Falls	20
RCA No. 155	Medford	20
	Grants Pass	20
RCA No. 156	Newport	20
<u>RCA No. 252</u>	<u>Ontario</u>	<u>20</u>
RCA No. 157	Pendleton	20
	Hermiston	20
	Milton-Freewater	20
RCA No.158	Portland	20
	Battleground, WA	20
	Lake Oswego	20
	Milwaukie	20
	Oregon City	20
	St. Helens	20
Vancouver, WA	20	
RCA No. 159	Roseburg	20
RCA No. 160	Salem	20
	<u>Dallas</u>	<u>20</u>
	Independence	20
	<u>Keizer</u>	<u>20</u>
	Woodburn	20

SOUTH DAKOTA

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 161	Aberdeen	20
	Glenham	20
	Redfield	20
RCA No. 162	Chamberlain	20
RCA No. 163	Deadwood	20
	Belle Fourche	20
	Spearfish	20
	Sturgis	20
RCA No. 164	Huron	20
	Miller	20
RCA No.165	Madison	20
	Arlington	20
	Colman	20
	Flandreau	20
RCA No. 166	Milbank	20
RCA No. 167	Mitchell	20
RCA No. 168	Pierre	20
RCA No. 169	Rapid City	20
RCA No. 170	Sioux Falls	20
	Canton	20
RCA No. 251	Timber Lake	20
RCA No. 171	Watertown	20
RCA No. 172	Yankton	20
	Elk Point	20
	Vermillion	20

UTAH

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 173	Cedar City	20
RCA No. 174	Logan	20
	Brigham City	20
RCA No. 175	Ogden	20
	Clearfield	20
	Layton	20
RCA No. 176	Park City	20
	Heber City	20
RCA No. 178	Provo	20
	American Fork	20
	Lehi	20
	Orem	20
	Pleasant Grove	20
	Santaquin	20
	Spanish Fork	20
	Springville	20
RCA No. 179	Richfield	20
RCA No. 180	Salt Lake City	20
	Bountiful	20
	Draper	20
	Holladay	20
	Kearns	20
	Magna	20
	Midvale	20
	Murray	20
	North Salt Lake City	20
	Riverton	20
	Sandy	20
	Tooele	20
	<u>West Valley City</u>	<u>20</u>
RCA No. 181	St. George	20
	Hurricane	20

WASHINGTON

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 183	Aberdeen	20
RCA No. 184	Renton	10
	Auburn	10
	Bellevue	10
	Enumclaw	10
	Federal Way	10
	Issaquah	10
	Kent	10
	Maple Valley	10
	<u>Tukwila</u>	<u>10</u>
RCA No. 185	Bellingham	20
RCA No. 186	Bremerton	20
	Bainbridge Island	20
	Belfair	20
	Pt. Orchard	20
	Silverdale	20
	Winslow	20
RCA No. 220	Cle Elum	20
RCA No. 187	Colfax	20
RCA No. 188	Colville	20
RCA No. 189	Coulee Dam	20
RCA No. 190	Dayton	20
RCA No. 191	Longview	20
RCA No. 192	Moses Lake	20
	Ephrata	20
RCA No. 193	Olympia	20
	Centralia	20
	Chahalis	20
	<u>Lacey</u>	<u>20</u>
	Shelton	20
RCA No. 194	Omak	20
RCA No. 195	Othello	20
	<u>Hatton</u>	<u>20</u>
RCA No. 196	Pasco	20
	<u>Kennewick</u>	<u>20</u>
RCA No. 197	Port Angeles	20
	Sequim	20
RCA No. 198	Port Townsend	20
	Port Ludlow	20
RCA No. 199	Seattle	10
	<u>Burien</u>	<u>10</u>
	<u>Des Moines</u>	<u>10</u>
	Mercer Island	10
RCA No. 200	Spokane	20
	Deer Park	20
	Spokane Valley	20
	<u>Veradale</u>	<u>20</u>

RCA No. 201	Tacoma	10
	Bonney Lake	10
	<u>Fife</u>	<u>10</u>
	Fort Lewis	10
	Lakewood	10
	Puyallup	10
	Spanaway	10
	Sumner	10
RCA No. 202	Walla Walla	20
RCA No. 203	Yakima	20
	<u>Union Gap</u>	<u>20</u>

Battleground, WA can be found in RCA No. 158 (Portland, OR)
Clarkston, WA can be found in RCA No. 54 (Lewiston, ID)
Vancouver, WA can be found in RCA No. 158 (Portland, OR)

WYOMING

RCA No.	CITY/TOWN	WAGE ZONE
RCA No. 219	Afton	20
RCA No. 204	Casper	20
	Douglas	20
RCA No. 205	Cheyenne	20
RCA No. 206	Evanston	20
RCA No. 207	Gillette	20
	Wright	20
RCA No. 208	Jackson	20
RCA No. 209	Kemmerer	20
RCA No. 210	Laramie	20
RCA No. 211	Lusk	20
RCA No. 218	Mammoth	20
RCA No. 212	Powell	20
	Cody	20
RCA No. 213	Rawlins	20
RCA No. 214	Riverton	20
	Lander	20
RCA No. 215	Rock Springs	20
RCA No. 216	Sheridan	20
	Buffalo	20
RCA No. 217	Wheatland	20

ADDENDUM 7

WAGES

Section A7.1 GENERAL WAGE INCREASE 2005-2007

Except as otherwise provided in any compensation plan or written agreement between the Company and Union, the following basic wage schedule increases shall occur during the term of this Contract:

- (a) Effective August 14, 2005, the weekly base wage in each progression step of each wage scale and wage schedule in this Addendum shall be increased by 3%. This wage increase shall be implemented as soon as administratively feasible following ratification of this Collective Bargaining Agreement and applied retroactively to August 14, 2005.
- (b) Effective August 13, 2006, the weekly base wage in each progression step of each wage scale and wage schedule in this Addendum shall be increased by 2.5%
- (c) Effective August 12, 2007, the weekly base wage in each progression step of each wage scale and wage schedule in this Addendum shall be increased by 2%.

All weekly rates will be rounded to the nearest fifty cents (\$.50).

WAGES

Base wages shall be as follows for the term of this Agreement:

SCALE 1

Title List: Central Office Technician, Complex Translation Technician, Computer Specialist, Customer Communications Technician, Customer Data Technician, Customer Premises Equipment Technician, Engineering Specialist, Health Benefits Coordinator, Service Assurance Technician, Technologies Maintenance Technician

Pension Band:	Zone 10 121	Zone 20 121
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08/14/05

ZONE	10	20
START	\$395.00	\$388.50
6	\$436.50	\$430.00
12	\$483.00	\$476.00
18	\$534.50	\$526.50
24	\$591.00	\$583.00
30	\$653.50	\$645.50
36	\$723.00	\$714.00
42	\$800.00	\$790.50
48	\$885.00	\$875.00
54	\$978.50	\$968.00
60	\$1,082.00	\$1,071.50

08/13/06

ZONE	10	20
START	\$405.00	\$398.00
6	\$447.50	\$441.00
12	\$495.00	\$488.00
18	\$548.00	\$539.50
24	\$606.00	\$597.50
30	\$670.00	\$661.50
36	\$741.00	\$732.00
42	\$820.00	\$810.50
48	\$907.00	\$897.00
54	\$1,003.00	\$992.00
60	\$1,109.00	\$1,098.50

08/12/07

ZONE	10	20
START	\$413.00	\$406.00
6	\$456.50	\$450.00
12	\$505.00	\$498.00
18	\$559.00	\$550.50
24	\$618.00	\$609.50
30	\$683.50	\$674.50
36	\$756.00	\$746.50
42	\$836.50	\$826.50
48	\$925.00	\$915.00
54	\$1,023.00	\$1,012.00
60	\$1,131.00	\$1,120.50

SCALE 3

Title List: Analysis Clerk

Pension Band:	Zone 10 118	Zone 20 118
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08/14/05

ZONE	10	20
START	\$392.50	\$388.50
6	\$431.50	\$427.00
12	\$475.00	\$469.50
18	\$521.50	\$516.50
24	\$573.50	\$567.50
30	\$631.50	\$624.00
36	\$694.00	\$686.50
42	\$763.00	\$755.00
48	\$839.50	\$830.00
54	\$923.00	\$912.50
60	\$1,015.00	\$1,003.50

08/13/06

ZONE	10	20
START	\$402.50	\$398.00
6	\$442.50	\$437.50
12	\$487.00	\$481.00
18	\$534.50	\$529.50
24	\$588.00	\$581.50
30	\$647.50	\$639.50
36	\$711.50	\$703.50
42	\$782.00	\$774.00
48	\$860.50	\$851.00
54	\$946.00	\$935.50
60	\$1,040.50	\$1,028.50

08/12/07

ZONE	10	20
START	\$410.50	\$406.00
6	\$451.50	\$446.50
12	\$496.50	\$490.50
18	\$545.00	\$540.00
24	\$600.00	\$593.00
30	\$660.50	\$652.50
36	\$725.50	\$717.50
42	\$797.50	\$789.50
48	\$877.50	\$868.00
54	\$965.00	\$954.00
60	\$1,061.50	\$1,049.00

SCALE 4

Title List: Analytical Assistant, Assistant Technician, Capacity Provisioning Specialist, Computer Operator, Data Applications Order Specialist, Frame Attendant, Inventory Specialist, Schedule Clerk, Screening Consultant, Service Coordinator, Service Delivery Coordinator, Supply Attendant, Switch Consultant, Technical Assistant, Technical Consultant, Technologies Representative

Pension Band:	Zone 10	Zone 20
	114	114

08/14/05

ZONE	10	20
START	\$366.50	\$365.50
6	\$401.50	\$400.00
12	\$440.00	\$438.00
18	\$481.50	\$479.00
24	\$527.50	\$524.50
30	\$577.50	\$573.00
36	\$632.50	\$627.50
42	\$692.00	\$686.50
48	\$758.00	\$751.00
54	\$830.00	\$822.00
60	\$909.00	\$899.00

08/13/06

ZONE	10	20
START	\$375.50	\$374.50
6	\$411.50	\$410.00
12	\$451.00	\$449.00
18	\$493.50	\$491.00
24	\$540.50	\$537.50
30	\$592.00	\$587.50
36	\$648.50	\$643.00
42	\$709.50	\$703.50
48	\$777.00	\$770.00
54	\$851.00	\$842.50
60	\$931.50	\$921.50

08/12/07

ZONE	10	20
START	\$383.00	\$382.00
6	\$419.50	\$418.00
12	\$460.00	\$458.00
18	\$503.50	\$501.00
24	\$551.50	\$548.50
30	\$604.00	\$599.50
36	\$661.50	\$656.00
42	\$723.50	\$717.50
48	\$792.50	\$785.50
54	\$868.00	\$859.50
60	\$950.00	\$940.00

SCALE 5

Title List: Analytical Associate, Investment Specialist, Load Specialist, Security Assistant, Technologies Data Analyst

Pension Band:	Zone 10 112	Zone 20 112
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08/14/05

ZONE	10	20
START	\$357.50	\$351.50
6	\$390.50	\$384.00
12	\$426.50	\$419.50
18	\$465.50	\$458.50
24	\$508.50	\$501.00
30	\$555.00	\$547.50
36	\$606.00	\$598.00
42	\$662.00	\$653.00
48	\$722.50	\$713.50
54	\$789.00	\$779.00
60	\$861.50	\$851.50

08/13/06

ZONE	10	20
START	\$366.50	\$360.50
6	\$400.50	\$393.50
12	\$437.00	\$430.00
18	\$477.00	\$470.00
24	\$521.00	\$513.50
30	\$569.00	\$561.00
36	\$621.00	\$613.00
42	\$678.50	\$669.50
48	\$740.50	\$731.50
54	\$808.50	\$798.50
60	\$883.00	\$873.00

08/12/07

ZONE	10	20
START	\$374.00	\$367.50
6	\$408.50	\$401.50
12	\$445.50	\$438.50
18	\$486.50	\$479.50
24	\$531.50	\$524.00
30	\$580.50	\$572.00
36	\$633.50	\$625.50
42	\$692.00	\$683.00
48	\$755.50	\$746.00
54	\$824.50	\$814.50
60	\$900.50	\$890.50

SCALE M

Title List: Center Sales Support Consultant, Credit Consultant, Customer Relations Specialist, Sales & Service Consultant, Service Representative

Pension Band:	Zone 10	Zone 20
	112	112

08/14/05

ZONE	10	20
START	\$368.50	\$364.00
6	\$401.00	\$396.50
12	\$436.50	\$431.50
18	\$476.00	\$469.50
24	\$517.50	\$511.50
30	\$563.50	\$556.50
36	\$613.50	\$606.00
42	\$668.00	\$659.50
48	\$727.00	\$718.50
54	\$791.50	\$782.00
60	\$861.50	\$851.50

08/13/06

ZONE	10	20
START	\$377.50	\$373.00
6	\$411.00	\$406.50
12	\$447.50	\$442.50
18	\$488.00	\$481.00
24	\$530.50	\$524.50
30	\$577.50	\$570.50
36	\$629.00	\$621.00
42	\$684.50	\$676.00
48	\$745.00	\$736.50
54	\$811.50	\$801.50
60	\$883.00	\$873.00

08/12/07

ZONE	10	20
START	\$385.00	\$380.50
6	\$419.00	\$414.50
12	\$456.50	\$451.50
18	\$498.00	\$490.50
24	\$541.00	\$535.00
30	\$589.00	\$582.00
36	\$641.50	\$633.50
42	\$698.00	\$689.50
48	\$760.00	\$751.00
54	\$827.50	\$817.50
60	\$900.50	\$890.50

SCALE 6

Title List: Facilities Assignment Clerk, Sales Support Specialist, Service Order Administrator, Technical Clerk

Pension Band:	Zone 10 111	Zone 20 111
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08/14/05

ZONE	10	20
START	\$349.00	\$337.50
6	\$390.00	\$377.50
12	\$435.00	\$423.00
18	\$485.50	\$473.50
24	\$542.00	\$529.50
30	\$604.50	\$593.00
36	\$674.50	\$663.50
42	\$753.00	\$742.50
48	\$840.50	\$831.00

08/13/06

ZONE	10	20
START	\$357.50	\$346.00
6	\$400.00	\$387.00
12	\$446.00	\$433.50
18	\$497.50	\$485.50
24	\$555.50	\$542.50
30	\$619.50	\$608.00
36	\$691.50	\$680.00
42	\$772.00	\$761.00
48	\$861.50	\$852.00

08/12/07

ZONE	10	20
START	\$364.50	\$353.00
6	\$408.00	\$394.50
12	\$455.00	\$442.00
18	\$507.50	\$495.00
24	\$566.50	\$553.50
30	\$632.00	\$620.00
36	\$705.50	\$693.50
42	\$787.50	\$776.00
48	\$878.50	\$869.00

SCALE 7

Title List: Administrative Reports Clerk, Customer Service Consultant, Information Specialist, Operations Clerk, Order Specialist, Repair Service Attendant, Senior Data Administrator

Pension Band:	Zone 10 110	Zone 20 109
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08/14/05

ZONE	10	20
START	\$340.00	\$338.50
6	\$378.00	\$376.00
12	\$421.00	\$417.50
18	\$467.50	\$464.50
24	\$520.00	\$516.00
30	\$579.00	\$573.50
36	\$644.00	\$637.50
42	\$716.00	\$708.50
48	\$796.00	\$787.50

08/13/06

ZONE	10	20
START	\$348.50	\$347.00
6	\$387.50	\$385.50
12	\$431.50	\$428.00
18	\$479.00	\$476.00
24	\$533.00	\$529.00
30	\$593.50	\$588.00
36	\$660.00	\$653.50
42	\$734.00	\$726.00
48	\$816.00	\$807.00

08/12/07

ZONE	10	20
START	\$355.50	\$354.00
6	\$395.50	\$393.00
12	\$440.00	\$436.50
18	\$488.50	\$485.50
24	\$543.50	\$539.50
30	\$605.50	\$600.00
36	\$673.00	\$666.50
42	\$748.50	\$740.50
48	\$832.50	\$823.00

SCALE 8

Title List: Data Specialist, Repair Technician, Service Order Clerk

Pension Band:	Zone 10 108	Zone 20 108
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08/14/05

ZONE	10	20
START	\$332.00	\$329.00
6	\$368.50	\$365.00
12	\$409.00	\$405.00
18	\$453.50	\$449.00
24	\$503.50	\$498.50
30	\$559.00	\$553.00
36	\$620.00	\$613.50
42	\$688.00	\$680.50
48	\$763.00	\$755.00

08/13/06

ZONE	10	20
START	\$340.50	\$337.00
6	\$377.50	\$374.00
12	\$419.00	\$415.00
18	\$465.00	\$460.00
24	\$516.00	\$511.00
30	\$573.00	\$567.00
36	\$635.50	\$629.00
42	\$705.00	\$697.50
48	\$782.00	\$774.00

08/12/07

ZONE	10	20
START	\$347.50	\$343.50
6	\$385.00	\$381.50
12	\$427.50	\$423.50
18	\$474.50	\$469.00
24	\$526.50	\$521.00
30	\$584.50	\$578.50
36	\$648.00	\$641.50
42	\$719.00	\$711.50
48	\$797.50	\$789.50

SCALE 9

Title List: Data Administrator

Pension Band: **Zone 10** **Zone 20**
 107 107

08/14/05

ZONE	10	20
START	\$328.00	\$325.00
6	\$363.00	\$359.50
12	\$401.50	\$398.00
18	\$444.50	\$440.50
24	\$492.00	\$487.00
30	\$544.50	\$539.00
36	\$602.00	\$597.00
42	\$666.50	\$660.00
48	\$737.50	\$731.00

08/13/06

ZONE	10	20
START	\$336.00	\$333.00
6	\$372.00	\$368.50
12	\$411.50	\$408.00
18	\$455.50	\$451.50
24	\$504.50	\$499.00
30	\$558.00	\$552.50
36	\$617.00	\$612.00
42	\$683.00	\$676.50
48	\$756.00	\$749.50

08/12/07

ZONE	10	20
START	\$342.50	\$339.50
6	\$379.50	\$376.00
12	\$419.50	\$416.00
18	\$464.50	\$460.50
24	\$514.50	\$509.00
30	\$569.00	\$563.50
36	\$629.50	\$624.00
42	\$696.50	\$690.00
48	\$771.00	\$764.50

SCALE 10

Title List:

Pension Band:	Zone 10 107(A)	Zone 20 107(A)
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08/14/05

ZONE	10	20
START	\$325.00	\$323.50
6	\$360.00	\$358.00
12	\$398.50	\$396.50
18	\$442.00	\$439.50
24	\$490.00	\$486.00
30	\$542.50	\$538.00
36	\$601.00	\$596.00
42	\$666.00	\$660.00
48	\$737.50	\$731.00

08/13/06

ZONE	10	20
START	\$333.00	\$331.50
6	\$369.00	\$367.00
12	\$408.50	\$406.50
18	\$453.00	\$450.50
24	\$502.50	\$498.00
30	\$556.00	\$551.50
36	\$616.00	\$611.00
42	\$682.50	\$676.50
48	\$756.00	\$749.50

08/12/07

ZONE	10	20
START	\$339.50	\$338.00
6	\$376.50	\$374.50
12	\$416.50	\$414.50
18	\$462.00	\$459.50
24	\$512.50	\$508.00
30	\$567.00	\$562.50
36	\$628.50	\$623.00
42	\$696.00	\$690.00
48	\$771.00	\$764.50

SCALE 11

Title List: Office Clerical Assistant

Pension Band:	Zone 10	Zone 20
	101	101
	<u>08/14/05</u>	
ZONE	10	20
START	\$345.00	\$342.50
6	\$365.00	\$362.00
12	\$385.50	\$382.50
18	\$408.50	\$404.50
24	\$431.50	\$427.00
30	\$457.00	\$451.00
36	\$483.00	\$477.00
42	\$511.00	\$503.50
48	\$540.00	\$532.50

	<u>08/13/06</u>	
ZONE	10	20
START	\$353.50	\$351.00
6	\$374.00	\$371.00
12	\$395.00	\$392.00
18	\$418.50	\$414.50
24	\$442.50	\$437.50
30	\$468.50	\$462.50
36	\$495.00	\$489.00
42	\$524.00	\$516.00
48	\$553.50	\$546.00

	<u>08/12/07</u>	
ZONE	10	20
START	\$360.50	\$358.00
6	\$381.50	\$378.50
12	\$403.00	\$400.00
18	\$427.00	\$423.00
24	\$451.50	\$446.50
30	\$478.00	\$472.00
36	\$505.00	\$499.00
42	\$534.50	\$526.50
48	\$564.50	\$557.00

SCHEDULE A

Title List: Automated Systems Specialist, Building Specialist, Fleet Specialist

Pension Band: 119

08/14/05

	Weekly	Hourly
START	\$725.00	\$18.13
6	\$785.00	\$19.63
12	\$851.00	\$21.28
18	\$925.00	\$23.13
24	\$1,002.00	\$25.05

08/13/06

	Weekly	Hourly
START	\$743.00	\$18.58
6	\$804.50	\$20.11
12	\$872.50	\$21.81
18	\$948.00	\$23.70
24	\$1,027.00	\$25.68

08/12/07

	Weekly	Hourly
START	\$758.00	\$18.95
6	\$820.50	\$20.51
12	\$890.00	\$22.25
18	\$967.00	\$24.18
24	\$1,047.50	\$26.19

SCHEDULE B

Title List: Administrative Specialist, Associate Buyer, Equipment Specialist, Fleet Technician

Pension Band: 113

08/14/05

	Weekly	Hourly
START	\$614.00	\$15.35
6	\$666.50	\$16.66
12	\$725.00	\$18.13
18	\$785.00	\$19.63
24	\$851.00	\$21.28

08/13/06

	Weekly	Hourly
START	\$629.50	\$15.74
6	\$683.00	\$17.08
12	\$743.00	\$18.58
18	\$804.50	\$20.11
24	\$872.50	\$21.81

08/12/07

	Weekly	Hourly
START	\$642.00	\$16.05
6	\$696.50	\$17.41
12	\$758.00	\$18.95
18	\$820.50	\$20.51
24	\$890.00	\$22.25

SCHEDULE C

Title List: Administrative Designer, Administrative Representative, Administrative Technician, Building Technician, Customer Representative, Operations Technician

Pension Band: 108

08/14/05

	Weekly	Hourly
START	\$521.00	\$13.03
6	\$566.50	\$14.16
12	\$614.00	\$15.35
18	\$666.50	\$16.66
24	\$725.00	\$18.13

08/13/06

	Weekly	Hourly
START	\$534.00	\$13.35
6	\$580.50	\$14.51
12	\$629.50	\$15.74
18	\$683.00	\$17.08
24	\$743.00	\$18.58

08/12/07

	Weekly	Hourly
START	\$544.50	\$13.61
6	\$592.00	\$14.80
12	\$642.00	\$16.05
18	\$696.50	\$17.41
24	\$758.00	\$18.95

SCHEDULE D

Title List:

Pension Band: 106

08/14/05

	Weekly	Hourly
START	\$481.00	\$12.03
6	\$521.00	\$13.03
12	\$566.50	\$14.16
18	\$614.00	\$15.35
24	\$666.50	\$16.66

08/13/06

	Weekly	Hourly
START	\$493.00	\$12.33
6	\$534.00	\$13.35
12	\$580.50	\$14.51
18	\$629.50	\$15.74
24	\$683.00	\$17.08

08/12/07

	Weekly	Hourly
START	\$503.00	\$12.58
6	\$544.50	\$13.61
12	\$592.00	\$14.80
18	\$642.00	\$16.05
24	\$696.50	\$17.41

SCHEDULE E

Title List:

Pension Band: 102

08/14/05

	Weekly	Hourly
START	\$409.00	\$10.23
6	\$444.00	\$11.10
12	\$481.00	\$12.03
18	\$521.00	\$13.03
24	\$566.50	\$14.16

08/13/06

	Weekly	Hourly
START	\$419.00	\$10.48
6	\$455.00	\$11.38
12	\$493.00	\$12.33
18	\$534.00	\$13.35
24	\$580.50	\$14.51

08/12/07

	Weekly	Hourly
START	\$427.50	\$10.69
6	\$464.00	\$11.60
12	\$503.00	\$12.58
18	\$544.50	\$13.61
24	\$592.00	\$14.80

SCHEDULE F

Title List: Administrative Attendant, Operations Attendant

Pension Band: 101

08/14/05

	Weekly	Hourly
START	\$348.00	\$8.70
6	\$376.00	\$9.40
12	\$409.00	\$10.23
18	\$444.00	\$11.10
24	\$481.00	\$12.03

08/13/06

	Weekly	Hourly
START	\$356.50	\$8.91
6	\$385.50	\$9.64
12	\$419.00	\$10.48
18	\$455.00	\$11.38
24	\$493.00	\$12.33

08/12/07

	Weekly	Hourly
START	\$363.50	\$9.09
6	\$393.00	\$9.83
12	\$427.50	\$10.69
18	\$464.00	\$11.60
24	\$503.00	\$12.58

Note: Weekly wage rates are official and will be used for all pay-affecting calculations. Hourly rates are rounded and printed for information only.

SCALE T

Title List: Customer Service Specialist

<u>Pension Band:</u>	<u>Zone 10</u> 124	<u>Zone 20</u> 124
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08/14/05

ZONE	10	20
START	\$773.50	\$766.00
6	\$794.00	\$786.50
12	\$814.50	\$807.00
18	\$858.00	\$850.50
24	\$901.50	\$893.50
30	\$944.50	\$937.00
36	\$988.00	\$980.00
42	\$1,031.00	\$1,023.50
48	\$1,074.50	\$1,066.50
54	\$1,117.50	\$1,110.00
60	\$1,160.00	\$1,152.00

08/13/06

ZONE	10	20
START	\$793.00	\$785.00
6	\$814.00	\$806.00
12	\$835.00	\$827.00
18	\$879.50	\$872.00
24	\$924.00	\$916.00
30	\$968.00	\$960.50
36	\$1,012.50	\$1,004.50
42	\$1,057.00	\$1,049.00
48	\$1,101.50	\$1,093.00
54	\$1,145.50	\$1,138.00
60	\$1,189.00	\$1,181.00

08/12/07

ZONE	10	20
START	\$809.00	\$800.50
6	\$830.50	\$822.00
12	\$851.50	\$843.50
18	\$897.00	\$889.50
24	\$942.50	\$934.50
30	\$987.50	\$979.50
36	\$1,033.00	\$1,024.50
42	\$1,078.00	\$1,070.00
48	\$1,123.50	\$1,115.00
54	\$1,168.50	\$1,161.00
60	\$1,213.00	\$1,204.50

Employees currently holding the title of Customer Service Specialist, as of August 13, 2005 and on the previously existing Technical Career Ladder of Tier II and Tier III, shall have their current base pay "Green Circled".

ADDENDUM 8

PENSION BANDS

QWEST PENSION PLAN
Effective August 14, 2005

WAGE SCALE		ZONE 10	ZONE 20
I	Band	124	124
	Band Rate	67.75	67.75
1	Band	121	121
	Band Rate	63.42	63.42
2	Band	120	119
	Band Rate	62.00	60.56
3	Band	118	118
	Band Rate	59.08	59.08
4	Band	114	114
	Band Rate	53.27	53.27
5	Band	112	112
	Band Rate	50.37	50.37
M	Band	112	112
	Band Rate	50.37	50.37
6	Band	111	111
	Band Rate	48.94	48.94
7	Band	110	109
	Band Rate	47.49	46.02
8	Band	108	108
	Band Rate	44.61	44.61
9	Band	107	107
	Band Rate	43.14	43.14
10	Band	107(A)	107(A)
	Band Rate	43.99	43.99
11	Band	101	101
	Band Rate	34.38	34.38

QWEST BUSINESS RESOURCES, INC. (BRI)
Effective July 1, 2003

BRI
WAGE SCHEDULE

A	Band	119
	Band Rate	60.56
B	Band	113
	Band Rate	51.85
C	Band	108
	Band Rate	44.61
D	Band	106
	Band Rate	41.64
E	Band	102
	Band Rate	35.86
F	Band	101
	Band Rate	34.38

SALES CONSULTANTS,
CENTER SALES ASSOCIATES and
CENTER SALES AND SERVICE ASSOCIATES

The formula used to determine the basic monthly pension benefit for Sales Consultants, Center Sales Associates and Center Sales and Service Associates is the monthly pension factor (which is based on the employee's Final Average Compensation) times Pension Calculation Service. Employees should consult the Qwest Pension Plan for further information on pension benefits.

Final Average Compensation means the average annual compensation paid to the employee during the sixty (60) consecutive calendar months for which compensation was the highest within the last one hundred twenty (120) months immediately preceding the date employment ends (or, if earlier, the date the employee is no longer a Sales Employee under the applicable formula).

Compensation for Sales Consultants, Center Sales Associates, and Center Sales and Service Associates means base pay, sales incentives, overtime, and short term disability payments, but excludes all other compensation.

The following chart sets forth the monthly pension factors for pension benefits available to Sales Consultants, Center Sales Associates and Center Sales and Service Associates.

Note:

Sales Consultants who are compensated by the CWA for two hundred eight (208) hours per year or more, on average, in the five (5) years preceding their retirement shall earn, at a minimum, the pension associated with Pension Band 112.

Center Sales Associates and Center Sales and Service Associates who are compensated by the CWA for two hundred eight (208) hours per year or more, on average, in the five (5) years preceding their retirement shall earn, at a minimum, the pension associated with Pension Band 101.

Monthly Pension Factors Based on Final Average Compensation
Effective August 14, 2005

Average Monthly Earnings	Monthly Pension Factor	Average Monthly Earnings	Monthly Pension Factor
\$1,500 to \$1,599	\$21.40	\$ 5,500 to \$ 5,999	\$81.30
\$1,600 to \$1,699	\$22.80	\$ 6,000 to \$ 6,499	\$87.80
\$1,700 to \$1,799	\$24.10	\$ 6,500 to \$ 6,999	\$94.30
\$1,800 to \$1,899	\$25.30	\$ 7,000 to \$ 7,499	\$100.80
\$1,900 to \$1,999	\$27.60	\$ 7,500 to \$ 7,999	\$107.30
\$2,000 to \$2,249	\$30.90	\$ 8,000 to \$ 8,499	\$113.80
\$2,250 to \$2,499	\$34.20	\$ 8,500 to \$ 8,999	\$120.30
\$2,500 to \$2,749	\$37.40	\$ 9,000 to \$ 9,499	\$126.80
\$2,750 to \$2,999	\$40.70	\$ 9,500 to \$ 9,999	\$136.50
\$3,000 to \$3,249	\$43.90	\$10,000 to \$10,999	\$149.50
\$3,250 to \$3,499	\$47.20	\$11,000 to \$11,999	\$162.50
\$3,500 to \$3,749	\$50.40	\$12,000 to \$12,999	\$175.50
\$3,750 to \$3,999	\$55.30	\$13,000 to \$13,999	\$188.50
\$4,000 to \$4,499	\$61.80	\$14,000 and above	\$201.50
\$4,500 to \$4,999	\$68.30		
\$5,000 to \$5,499	\$74.80		

ADDENDUM 9

QWEST BUSINESS RESOURCES, INC. (BRI)

NOTICE TO EMPLOYEES FORMERLY COVERED BY THE SEPARATE BRI COLLECTIVE BARGAINING AGREEMENT

The terms and conditions of employment for employees holding the job titles of:

Administrative Attendant
Administrative Designer
Administrative Representative
Administrative Specialist
Administrative Technician
Associate Buyer
Automated Systems Specialist
Building Specialist
Building Technician
Customer Representative
Equipment Specialist
Fleet Specialist
Fleet Technician
Operations Attendant
Operations Technician

are set forth in this Addendum to this Agreement. The parties agree that the following Articles or provisions of the Collective Bargaining Agreement between the Communications Workers of America and Qwest Corporation do not apply to the titles set forth above (BRI):

Article 19.6 (E)	Elimination of Incidentals and Terms
Article 19.6 (F)	Elimination of Contractors
Addendum 3	Letter of Agreement on Contracting of Work

ADDENDUM 10

BENEFITS

For information on the Qwest Pension Plan, the Qwest Savings and Investment Plan ("QSIP"), the Qwest Health Care Plan, the Qwest Disability Plan, and the Qwest Group Life Insurance Plan, employees should consult each Summary Plan Description ("SPD"), which can be found on the Qwest benefits website. Additionally, upon request of the employee, the Company will provide the employee with a paper copy of the Summary Plan Description.

GENERAL PLAN MATTERS

Section A10.1 Selection of Administrators: The Company will review with the Union the criteria to be used in the selection of a Plan Administrator or Administrators or any insurance company with which the Company contracts for insurance or administrative services to provide the benefits of the Plan prior to the selection thereof. The Company will notify the Union of any such selection and the reasons for such selection. In the event of a change in the Plan Administrator or Administrators or any insurance company, the Company will notify the Union of any such change at least sixty (60) calendar days in advance. The selection by the Company of a Plan Administrator or Administrators or any insurance company shall be conclusive and shall not be subject to any grievance procedure or arbitration under this or any other agreement between the Company and the Union.

Section A10.2 Governmental Approval: All changes negotiated in collective bargaining regarding the provisions of the respective Plans are contingent upon and subject to continued approval of the Plans as necessary by the Internal Revenue Service as qualified and any such approval as may be necessary by the United States Department of Labor or any other applicable governmental authority.

BENEFIT PLAN GRIEVANCE AND ARBITRATION

Section A10.3 Except as provided in Section A10.4, there shall be no bargaining during the life of the Agreement upon changes in any of the following employee benefit plans ("Plans") as in effect on the date of this Agreement or as amended in accordance with Section A10.2: pension, savings, health care, short term and long term disability, life insurance and long term care.

Section A10.4 During the term of this Agreement, if the Company proposes to amend any of the Plans in a manner that would affect the benefits or privileges thereunder for employees in the bargaining unit, it will, before doing so, notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change shall be made without the consent of the Union in the Plans which would reduce or diminish the benefits or privileges thereunder for the employees within the bargaining unit. Any claim that the duty to give notice or to offer to bargain has been violated, or that a change in the Plans has resulted in such benefits or privileges being diminished or reduced, may be taken up as a grievance and, if necessary, submitted to arbitration, in accordance with Article 16 of this Agreement. In any such case, the terms of any proposed change in the Plans shall not be subject to arbitration, and any decision or action of the Company shall be controlling, unless shown to have been arbitrary or in bad faith, and only the question of bad faith or arbitrary action shall be subject to the grievance procedure or arbitration.

Section A10.5 Nothing in Sections A10.1, A10.2, A10.3, and A10.4 shall be construed to subject the Plans or their administration (including, without limitation, matters of eligibility) to grievance or arbitration, but such matters may be subjected to the claims and appeals procedure provided under each of the Plans and HMO contracts. Except as provided in Section A10.4, neither the provisions of this Addendum, or the provisions of Part B of the Memorandum of Understanding, their interpretation, nor the performance of any obligation hereunder shall be subject to arbitration.

ADDENDUM 11

MASS MARKETS - CONSUMER

SECTION 1

CONSUMER SALES COMPENSATION PLAN SUMMARY

CONSUMER SALES CENTERS

SALES CONSULTANTS

EFFECTIVE: August 14, 2005 – August 16, 2008

PLAN SUMMARY PROVISIONS

Summary

The Consumer Sales Compensation Plan (“the Plan”) for Sales Consultants in Consumer Markets Sales Centers is designed to recognize and reward Sales Consultants by providing incentive opportunities in support of Qwest’s revenue growth and customer retention strategies. The Plan is also designed to provide latitude for organizations, as mandated by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan. The Plan provides earnings potential in direct relation to the level of sales performance achieved by the individual. Consultants earn sales incentive compensation from the first net sale, based on the components and targets set forth in the Plan. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC) for each level of participation covered by the Plan.

The structure of the Plan does not cap the incentive opportunity that can be earned by participants.

Consult the Consumer Sales Compensation Plan for further information on complete plan details and negotiated provisions.

Base Wages and Target Sales Incentives

There are varying degrees of participation in the Plan based upon the level achieved by the consultant. Base Wages and Target Sales Incentive (TSI) compensation shall vary based on the level of participation in the Plan.

The annual and monthly values are as follows (values are rounded for illustrative purposes):

Annual View

<u>Level</u>	<u>Annualized Base Wage</u>	<u>Target Sales Incentive</u>	<u>Total Target Compensation</u>
Fully Competent	\$36,500	\$9,125	\$45,625
Entry	\$29,300	\$3,256	\$32,556
Trainee (week 9 – Completion)	\$26,855	\$ 0	\$26,855
Trainee (week 1 – 8)	\$24,400	\$ 0	\$24,400

Monthly View

<u>Level</u>	<u>Monthly Base Wage</u>	<u>Target Sales Incentive</u>	<u>Total Target Compensation</u>
Fully Competent	\$3,042	\$760	\$3,802
Entry	\$2,442	\$271	\$2,713
Trainee (week 9 – Completion)	\$2,238	\$ 0	\$2,238
Trainee (week 1 – 8)	\$2,033	\$ 0	\$2,033

The Company shall make Incentive Compensation Pay Schedule(s) available to participants normally by the fifth (5th) business day prior to the beginning of the effective period and shall be available on the HRxpress website under Compensation, Consumer Markets Sales Compensation.

Objectives and targets are determined by the Company based on organizational goals and may vary by month, based on needs of the business. The Company shall communicate them monthly, prior to the start of the period in which they become effective.

Compensation Elements

The Plan is comprised of two (2) primary components: Strategic Product Sales and Net Sales Revenue. Consultants may also earn a Product Bonus that is applied to incentive sales compensation payouts for Strategic Product Sales. The Product Bonus is not considered an individually weighted component but a bonus opportunity for achieving target level sales in multiple product groups.

The weightings of each component represent the percentage of Target Sales Incentive (TSI) payout associated with each component. Performance for all components is calculated using a discrete month's results.

Sales Compensation Elements

Monthly View (values are rounded for illustrative purposes)

<u>Component</u>	<u>Weight</u>	<u>Component Target Sales Incentive</u>	
		<u>Entry</u>	<u>Fully Competent</u>
Strategic Products	60%	\$163	\$456
Net Sales Revenue	40%	\$108	\$304
Total	100%	\$271	\$760

The Company may add, modify, change or eliminate any of the Sales Compensation components and weightings after review with the Union but such changes shall not result in a reduction in the TSI, unless otherwise agreed to by both the Company and Union. A monthly Compensation Pay Schedule shall be provided for payout opportunities for various levels of performance by call sharing group.

GENERAL ADMINISTRATIVE PROVISIONS

Entering the Plan

Participants enter the Plan the first day following successful completion of initial training. Targets and payout factors for incentive compensation by call sharing group are the same for all Sales Consultants in Entry and Fully Competent Levels. There is no ramping period for targets or payout factors based on either the consultant's level of participation or when entering the Plan.

Employees hired externally into the Sales Consultant job title or employees who transfer in from other job titles, other than specified in the Plan or the Sales and Service Consultant job title, shall enter the Plan at the Trainee Level base wage rate, unless otherwise identified in the Plan. Wage movement to Entry Level and Fully Competent Level shall be in accordance with the provisions of the Plan.

Sales and Service Consultants (SSCs) who move into the Sales Consultant job title shall be placed at the following participation level and annual Base Wage rate:

<u>Current Wage Step</u>	<u>Sales Consultant Level</u>	<u>Annual Base Wage</u>
SSC – (30-month step or lower on Wage Scale M)	Entry	\$29,300

SSC – (36-month step or higher on Wage Scale M)	Fully Competent	\$36,500
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For transferees in a force adjustment status who take a down grade, RPPA will be paid in accordance with Article 19.6(A)(2)(a). For purposes of transfers where RPPA applies, Wage Scale M, base top rate will be used to establish money-to-money wage movement for placement into the Sales Consultant position.

Exiting the Plan

Participants exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Compensation is paid through the date the consultant exits the Plan, which is determined by their last day on payroll, effective date of separation, or when they leave the job.

Sales compensation is trued up based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to Strategic Product Sales or Net Sales Revenue payout tiers, targets or objectives. Sales incentive compensation shall be paid based on actual sales posted through the last month of eligibility. In the event a consultant is overpaid, he or she will be expected to return any overpayment to the Company. For purposes of transfers, Wage Scale M base top rate shall be used to establish money-to-money wage movement when leaving the Sales Consultant position.

Sales Consultants who move into the Sales and Service Consultant job title shall be placed at the following wage step of Wage Scale M, based on their level of participation in the Plan:

<u>Current Level of Participation</u>	<u>Wage Step – Wage Scale M</u>
SC – Trainee Level	30-Month Step
SC – Entry Level	36-Month Step
SC – Fully Competent	60-Month Step

Time off Desk

Participants are paid at their base wage rate during periods of off-desk time such as excused paid time, vacation, paid personal days, training, employee involvement, or union paid time, unless specified otherwise in the Plan.

Company Initiated Special Assignment

When Sales Consultants are placed on a Company initiated special assignment for an entire calendar month they are paid at base wage plus eighty percent (80%) of the target TSI for their level of participation in the Plan. If a Sales Consultant is off desk more than 60 consecutive days or is anticipated to be off desk more than 60 consecutive days at the direction of the Company, the employee shall be moved to a Sales and Service Consultant job title, outside of the Post and Bid Process, for the duration of the special assignment with placement back into the Sales Consultant job title at the conclusion of the assignment. Wage Administration shall be in accordance with Entering the Plan or Exiting the Plan.

Average Hourly Rate

Participants shall have an Average Hourly Rate (AHR) calculation, which is based on an individual Sales Consultant's compensation results for six (6) months. AHR includes base wages plus earned sales incentive compensation but excludes SPIFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A Sales Consultant's AHR shall not fall below the base wage rate nor exceed the Total Target Compensation rate of the consultant's level of participation in the Plan. In the event a Sales Consultant does not have a minimum of six (6) months on plan, AHR will be that of the Fully Competent base wage rate until an individual AHR can be established.

Illness / Article 12 Absence

Sickness payments, as defined in Article 12 –Sickness Payments First Week of Absence, if applicable, are paid at the employee's base wage rate.

Short Term Disability

Absences covered by Short Term Disability benefits are paid based on the consultant's Average Hourly Rate (AHR). In the event a Sales Consultant begins an approved Short-Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the consultant shall receive AHR established at the time the approved STD begins and shall remain at that rate until the consultant returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the consultant shall assume the most recent AHR calculation, if AHR was recalculated during their absence, for any future STD benefit case(s).

After returning from Short-Term Disability, the consultant shall continue to be paid the established AHR until all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the HRxpress website. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the consultant shall continue to be paid AHR until the first day of the following month.

Military Leave of Absence

Sales Consultants, who are on an approved Military Leave of Absence, shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the consultant's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22.3(f).

Workers Compensation

In the event a Sales Consultant is away from work on approved Workers Compensation that is related to a Short-Term Disability benefit case, the consultant shall continue to be paid AHR until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the HRxpress website. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the consultant shall continue to be paid AHR until the first day of the following month. Sales Consultants who are on Workers Compensation and without a related approved STD benefit case shall be paid at base wage only.

Medical Restriction

In the event a Sales Consultant returns from Short-Term Disability and is restricted medically from working a full work tour, the consultant shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the consultant shall participate in the Plan and will not be eligible for AHR.

Jury Duty

Sales Consultants who are placed on Jury Duty assignments for a full month beginning on the first of a month, (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Consumer Sales Compensation Plan. In such cases, the consultant is paid at base wage. Jury Duty assignments that are less than a full month shall be paid in accordance with Article 14.

Employee Benefits

For Sales Consultants on a sales compensation plan, benefits for savings plans, life insurance and pension coverage for eligible employees are treated as follows:

Savings Plan

Base wage is eligible for savings plan deductions each pay period. When incentive compensation is paid, that amount is also eligible for a savings plan deduction. Incentive payments are also eligible for Company matching contributions, if applicable.

Life Insurance

Life insurance coverage is based on the base wage and actual incentive earnings within a given calendar year. The incentive compensation portion is included when it is paid, but only for the remaining portion of the year.

Pension

A Sales Consultant's basic monthly pension shall be calculated by multiplying the monthly pension factor (which is based on the employee's Final Average Compensation) as set forth in Addendum 8, times the employee's Pension Calculation Service. Compensation for Sales Consultants means base pay, sales incentives, overtime and short-term disability payments, but excludes all other compensation. For further information on pension benefits, consult the Qwest Pension Plan.

Sales Compensation Payout Timing

Sales Compensation is paid monthly, generally in the month following the performance period. Payouts are made through the Company's payroll system and follows the same election as the employee's bi-weekly payroll, i.e., either direct deposit or check. Refer to the compensation calendar for specific payment dates via the HRxpress website under Compensation, Consumer Markets Compensation.

Plan Changes and Modifications

It is management's prerogative to establish Product Groups, product targets, sales revenue objectives and payout factors within the negotiated framework of the Plan for the Sales Consultant job title. The weightings, components, and framework of the Plan will be reviewed and may be modified upon agreement between the Company and Union.

Any changes in the Consumer Sales Compensation Plan for Sales Consultants that affect wages, hours or working conditions shall be negotiated with the Union and communicated in writing to all Sales Consultants at least fourteen (14) days prior to the effective date of the change.

Plan Disputes

When designing a compensation plan it is not possible to anticipate all of the unique situations that may arise. The Human Resources compensation staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Unresolved disputes related to the administration of the Plan will be reviewed by the Oversight Committee, as established by the Plan.

Obtaining a Copy of the Plan

The entire Consumer Sales Compensation Plan may be accessed via HRxpress website under the category of Compensation or by requesting a copy from the following:

Compensation Plan Administrator
20 East Thomas Street, 16th Floor
Phoenix, AZ 85012

ADDENDUM 11

MASS MARKETS - CONSUMER

SECTION 2

CONSUMER INCENTIVE COMPENSATION PLAN SUMMARY

CONSUMER SALES, SALES AND SERVICE, AND WIRELESS CENTERS OF EXCELLENCE

CENTER SALES ASSOCIATES AND CENTER SALES AND SERVICE ASSOCIATES

EFFECTIVE: August 14, 2005 – August 16, 2008

PLAN SUMMARY PROVISIONS

Summary

The Consumer Markets Incentive Compensation Plan (“the Plan”) for both Center Sales Associates (CSAs) and Center Sales and Service Associates (CSSAs) in Consumer Sales, Sales & Service and Wireless Centers of Excellence is designed to recognize and reward associates by providing incentive opportunities in support of Qwest’s revenue growth and customer retention strategies. The Plan is also designed to provide latitude for organizations, as mandated by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan. The Plan provides earnings potential in direct relation to the level of sales performance achieved by the individual. Participants earn sales incentive compensation from the first net sale, based on the components and targets set forth in the Plan. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC).

The structure of the Plan does not cap the hourly incentive opportunity that can be earned by participants.

Consult the Consumer Incentive Compensation Plan for further information on complete plan details and negotiated provisions.

Base Wages and Target Sales Incentives

There are varying degrees of participation in the Plan based upon the job title and level of the associate, as shown below. Target Sales Incentive (TSI) compensation shall be established at \$2.00 per hour for the CSSA position and \$4.00 per hour for the CSA position.

<u>Level</u>	<u>Hourly Base Wage</u>	<u>Hourly Target Sales Incentive</u>	<u>Hourly Total Target Compensation</u>
Trainee (week 1 – completion)	\$8.50	\$0.00	\$8.50
Post Trainee – CSSA	\$10.00	\$2.00	\$12.00
Post Trainee – CSA	\$10.00	\$4.00	\$14.00

The Company shall make Incentive Compensation Pay Schedule(s) available to participants normally by the fifth (5th) business day prior to the beginning of the effective period and shall be available on the HRxpress website under Compensation, Consumer Markets Sales Compensation.

Objectives and targets are determined by the Company based on organizational goals and may vary by month, based on needs of the business. The Company shall communicate them monthly, prior to the start of the period in which they become effective.

Compensation Elements

The Plan is comprised of three (3) primary components: Strategic Product Sales; Net Sales Revenue; and Product Buckets. The compensation for Product Buckets is a factor of the incentive payout for Strategic Product Sales, based on individual performance.

The weightings of each component represent the percentage of Target Sales Incentive (TSI) associated with each component. Performance for all components is calculated using a discrete month's results.

Incentive Compensation Elements

<u>Component</u>	<u>Weight</u>	<u>Hourly Target Sales Incentive CSSA</u>	<u>Hourly Target Sales Incentive CSA</u>
Strategic Product Sales	60%	\$1.20	\$2.40
Net Sales Revenue	20%	\$0.40	\$0.80
Product Buckets	20%	\$0.40	\$0.80
Total	100%	\$2.00	\$4.00

The Company may add, modify, change, or eliminate any of the Incentive Compensation components and weightings after review with the Union but such changes shall not result in a reduction in the TSI per hour, unless otherwise agreed to by both the Company and Union. A monthly Compensation Pay Schedule shall be provided for payout opportunities for various levels of performance by call sharing group.

GENERAL ADMINISTRATIVE PROVISIONS

Entering the Plan

Participants enter the Plan the first day following successful completion of initial training. There is no ramping period for objectives, targets or payout factors for new participants upon release from training, part-time employees or others regardless of the reason when entering the Plan.

Employees hired externally into the CSA or CSSA job title shall be paid the Trainee Base Wage rate through successful completion of initial training. Employees who are placed into the CSA or CSSA job title through the Post and Bid Process or who are part of a Force Adjustment Group treated under the provisions of Article 19 shall be paid at the Post-Trainee Base Wage while in initial training.

Associates shall move to the Post-Trainee base wage, based on job title, upon successful completion of training.

For transferees in a force adjustment status who take a down grade, RPPA will be paid in accordance with Article 19.6(A)(2)(a). For purposes of transfers where RPPA applies, Wage Scale 11 base top rate will be used to establish money-to-money wage movement for placement into the CSA or CSSA job title.

Exiting the Plan

Participants exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Incentive compensation is paid through the date the associate exits the Plan, which is determined by their last day on payroll, effective date of resignation, or when they leave the job.

Incentive compensation is paid based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to Strategic Product Sales, Net Sales Revenue or Product Buckets payout tiers, targets or objectives. Incentive compensation shall be paid based on actual sales posted through the last month of eligibility. In the event an associate is overpaid, he or she will be expected to return any overpayment to the Company.

For purposes of transfers, Wage Scale 11, base top rate will be used to establish money-to-money wage movement when leaving the CSA or CSSA position.

Time off Desk

Participants are paid at their base wage rate during periods of off-desk time such as Jury Duty, Workers Compensation excused paid time, vacation, paid personal days, training, employee involvement, or union paid time, unless otherwise specified in the Plan. CSAs and CSSAs who are "on plan" at any time during the month are eligible for incentive compensation that month, even if they leave and return during the month. There will be no adjustments made for time away from desk.

No adjustments are made to objectives, targets, or payout factors for CSAs or CSSAs on desk less than full time during a month. This includes but is not limited to: part-time; approved Workers Compensation; approved Short-Term Disability; medical restriction; Jury Duty; FMLA; Leave of Absence; or Union Activities Paid and/or Non-Paid time.

Company Initiated Special Assignment

When CSAs or CSSAs are placed on a company initiated special assignment for an entire calendar month, they are paid at one hundred percent (100%) of the hourly TSI, in addition to the hourly base wage rate for all time worked. Normally, CSAs or CSSAs shall not remain on company initiated special assignments for periods greater than six (6) months. Special assignments that are less than an entire month in duration shall be paid at base wage only.

Average Hourly Rate

Participants shall have an Average Hourly Rate (AHR) calculation, which is based on an individual associate's compensation results for six (6) months. AHR includes base wages plus earned incentive compensation but excludes SPIFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A CSA's or CSSA's AHR shall not fall below the hourly base wage rate nor exceed the hourly Total Target Compensation rate of the associate's level of participation in the Plan. In the event the associate does not have a minimum of six (6) months on plan, AHR will be that of the Post-Trainee base wage rate until an individual AHR can be established.

Illness / Article 12 Absence

Sickness payments, as defined in Article 12 – Sickness Payments First Week of Absence are paid at the employee's base wage rate, if applicable.

Short Term Disability

Absences covered by Short Term Disability benefits are paid based on the associate's Average Hourly Rate (AHR). In the event a CSA or CSSA begins an approved Short-Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the associate shall receive AHR established at the time the approved STD begins and shall remain at that rate until the associate returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the associate shall assume the most recent AHR calculation, if AHR was recalculated during their absence, for any future STD benefit case(s).

After returning from Short-Term Disability, the associate shall continue to be paid the established AHR until all Returning Learner requirements, as established by the Incentive Compensation Plan Administrative Guide, have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the HRxpress website. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the associate shall continue to be paid AHR until the first day of the following month.

Military Leave of Absence

CSAs and CSSAs who are on an approved Military Leave of Absence shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the associate's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22.3(f).

Workers Compensation

In the event an associate is away from work on approved Workers Compensation that is related to an approved Short-Term Disability benefits case, the associate shall continue to be paid AHR until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the HRxpress website. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on

Saturday or Sunday), the associate shall continue to be paid AHR until the first day of the following month. Associates who are on Workers Compensation and without a related approved STD benefit case shall be paid at base wage only.

Medical Restriction

In the event a CSA or CSSA returns from Short-Term Disability and is restricted medically from working a full work tour, the associate shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the associate shall participate in the Incentive Compensation Plan and will not eligible for AHR.

Jury Duty

Participants who are placed on Jury Duty assignments for a full month beginning on the first of a month, (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Consumer Sales Compensation Plan. In such cases, the associate is paid at base wage. Jury Duty assignments that are less than a full month shall be paid in accordance with Article 14.

Employee Benefits

For CSAs and CSSAs on an incentive compensation plan, benefits for savings plans, life insurance and pension coverage for eligible employees are treated as follows:

Savings Plan

Base wage is eligible for savings plan deductions each pay period. When incentive compensation is paid, that amount is also eligible for a savings plan deduction. Incentive payments are also eligible for Company matching contributions, if applicable.

Life Insurance

Life insurance coverage is based on the base wage and actual incentive earnings within a given calendar year. The incentive compensation portion is included when it is paid, but only for the remaining portion of the year.

Pension

A CSA's or CSSA's basic monthly pension shall be calculated by multiplying the monthly pension factor (which is based on the employee's Final Average Compensation) as set forth in Addendum 8, times the employee's Pension Calculation Service. Compensation for Center Sales Associates and Center Sales and Service Associates means base pay, sales incentives, overtime and short-term disability payments, but excludes all other compensation. For further information on pension benefits, consult the Qwest Pension Plan.

Incentive Compensation Payout Timing

Incentive compensation is paid monthly, generally in the month following the performance period. Payouts are made through the Company's payroll system and follow the same election as the associate's bi-weekly payroll, i.e., either direct deposit or check. Refer to the compensation calendar for specific payment dates via the HRxpress website under Compensation, Consumer Markets Compensation.

Plan Changes and Modifications

The Company, in its sole discretion, may, add, modify, change or eliminate Product Groups, product targets, sales revenue targets and payout factors within the framework of the Plan for the Center Sales Associates and Center Sales and Service Associates. In addition, the Company, in its sole discretion, may add, set, modify, change or eliminate any portion of the Consumer Markets Incentive Compensation Plan, at any time, upon review with the Union of such changes, unless otherwise specified in the Plan.

Plan Disputes

When designing a compensation plan it is not possible to anticipate all of the unique situations that may arise. The Human Resources compensation staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Refer to the Compensation Calendar for specific payment dates.

Obtaining a Copy of the Plan

The entire Consumer Sales Compensation Plan may be accessed via HRxpress website under the category of Compensation or by requesting a copy from the following:

Compensation Plan Administrator
20 East Thomas Street, 16th Floor
Phoenix, AZ 85012

MASS MARKETS - CONSUMER

SECTION 3

CONSUMER INCENTIVE COMPENSATION PLAN SUMMARY

CONSUMER LOYALTY CENTER

CENTER SALES AND SERVICE ASSOCIATES

EFFECTIVE: August 14, 2005 – August 16, 2008

PLAN SUMMARY PROVISIONS

Summary

The Consumer Markets Loyalty Center Incentive Compensation Plan (“the Plan”) for Center Sales and Service Associates (CSSAs) in the Consumer Loyalty Center is designed to recognize and reward associates by providing incentive opportunities in support of Qwest’s growth and customer retention strategies. The Plan is also designed to provide latitude for organizations, as mandated by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan. The Plan provides earnings potential in direct relation to the level of performance in retaining and serving customers achieved by the individual. Participants can earn incentive compensation based on the components and targets set forth in the Plan. The Plan is designed to provide for Base Wages, Target Sales Incentive (TSI) and Total Target Compensation (TTC).

The structure of the Plan provides for payouts when the minimum threshold performance is achieved. While participants may earn above the hourly TSI, there is a maximum payout established for each plan component.

Consult the Consumer Incentive Compensation Plan for Loyalty for further information on complete plan details and negotiated provisions.

Base Wages and Target Sales Incentives

There are varying degrees of participation in the Plan based upon the level of the employee, as shown in the table below. Target Sales Incentive (TSI) compensation shall be established at \$2.00 per hour for the CSSA position.

<u>Level</u>	<u>Hourly Base Wage</u>	<u>Hourly Target Sales Incentive</u>	<u>Hourly Total Target Compensation</u>
Trainee (week 1 – completion)	\$8.50	\$0.00	\$8.50
Post Trainee – CSSA	\$10.00	\$2.00	\$12.00

The Company shall make Incentive Compensation Pay Schedule(s) available to participants normally by the fifth (5th) business day prior to the beginning of the effective period and shall be available on the HRxpress website under Compensation, Consumer Markets Sales Compensation.

Objectives and targets are determined by the Company based on organizational goals and may vary by month, based on needs of the business. The Company shall communicate them to participants monthly or as appropriate, prior to the start of the period in which they become effective.

Compensation Elements

The Plan is comprised of two (2) primary components: Availability; and Retention Rate.

The weightings of each component represent the percentage of Target Sales Incentive (TSI) associated with each component. Performance in all measures is calculated using a discrete month’s results.

Incentive Compensation Elements

Component	Weight	Hourly Target Incentive
Availability	60%	\$ 1.20
Retention Rate	40%	\$ 0.80
Total	100%	\$ 2.00

The Company may add, set, modify, change, or eliminate any of the Incentive Compensation components and weightings after review with the Union but such changes shall not result in a reduction in the TSI per hour, unless otherwise agreed to by both the Company and Union. A monthly Compensation Pay Table shall be provided for payout opportunities for various levels of performance by call sharing group.

Eligible Incentive Hours

Participants, except for Trainees, shall receive incentive compensation, based on performance, for all time actually worked when they are on desk, open and available to serve customers. Actual worked time where incentive compensation applies, which shall be defined as Scheduled Open Time; and Overtime – Open Time, is referred to as eligible “Incentive Hours.” Actual worked time and other paid time, which does not meet the definition of time where incentive compensation applies, shall be excluded from eligible Incentive Hours.

The number of eligible Incentive Hours worked by the individual participant for the month will be a factor in calculating his or her incentive compensation payout. Eligible Incentive Hours shall be limited to all time actually worked where such time is considered Scheduled Open Time; and Overtime – Open Time, as determined by the Company. Actual worked hours that are spent in training, time off desk, unavailable time, or other time not considered Open Time (scheduled or overtime) shall not be included in eligible Incentive Hours.

Incentive compensation payout shall be adjusted to reflect actual worked hours that are considered eligible Incentive Hours for the month.

GENERAL ADMINISTRATIVE PROVISIONS

Entering the Plan

Participants enter the Plan the first day following successful completion of initial training. There is no ramping period for objectives, targets, or payout factors for new participants upon release from training, part-time employees or others, regardless of the reason when entering the Plan.

Employees hired externally into the CSSA job title shall be paid the Trainee Base Wage rate through successful completion of initial training. Employees who are placed into the CSSA job title through the Post and Bid Process or who are part of a Force Adjustment Group treated under the provisions of Article 19 shall be paid at the Post-Trainee Base Wage while in initial training.

Associates shall move to the Post-Trainee Base Wage rate, based on job title, upon successful completion of training.

For transferees in a force adjustment status who take a down grade, RPPA will be paid in accordance with Article 19.6(A)(2)(a). For purposes of transfers where RPPA applies, Wage Scale 11 base top rate will be used to establish money-to-money wage movement for placement into the CSSA job title.

Exiting the Plan

Participants exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Incentive compensation is paid based through the date the associate exits the Plan, which is determined by their last day on payroll, effective date of resignation, or when they leave the job.

Compensation is paid based upon the attainment of relevant Plan components through the date of departure. No adjustments shall be made to Availability or Retention Rate objectives, targets or payout levels. Incentive compensation shall be paid on eligible Incentive Hours, based on performance and actual orders posted through the last month of eligibility. In the event an associate is overpaid, he or she will be expected to return any overpayment to the Company.

For purposes of transfers, Wage Scale 11, base top rate will be used to establish money-to-money wage movement when leaving the CSSA position.

Time off Desk

Participants are paid at their base wage rate during periods of off-desk time or actual worked time when associates are not on desk, open and available to serve customers such as but not limited to: Closed Time; non-open time; Jury Duty; Workers Compensation; excused paid time; vacation; paid personal days; training; employee involvement; or union paid time, unless otherwise specified in the Plan. Participants who are “on plan” at any time during the month are eligible for incentive compensation that month, even if they leave and return during the month. There shall be no adjustments made for eligible Incentive Hours or time away from desk.

No adjustments shall be made to objectives, targets, or payout factors for associates on desk less than full time during a month. This includes but is not limited to: part-time; approved Workers Compensation; approved Short-Term Disability; medical restriction; Jury Duty; FMLA; Leave of Absence; or Union Activities Paid and/or Non-Paid time.

Company-Initiated Special Assignment

When CSSAs are placed on a company initiated special assignment for an entire calendar month, they are paid at one hundred percent (100%) of the hourly TSI, in addition to the hourly base wage rate, for all time actually worked. Normally CSSAs shall not remain on company initiated special assignments for periods greater than six (6) months. Special assignments that are less than an entire month in duration shall be paid at base wage only.

Average Hourly Rate

Participants shall have an Average Hourly Rate (AHR) calculation, which is based on an individual associate's compensation results for six (6) months. AHR includes base wage plus earned incentive compensation but excludes SPIFs and Kickers. AHR is set every six (6) months for the life of the Agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A CSSA's AHR shall not fall below the hourly base wage rate nor exceed the hourly Total Target Compensation rate of the associate's level of participation in the Plan. In the event the employee does not have a minimum of six (6) months on plan, AHR will be that of the Post-Trainee base wage rate until an individual AHR can be established.

Illness / Article 12 Absence

Sickness payments, as defined in Article 12 – Sickness Payments First Week of Absence are paid at the employee's base wage rate, if applicable.

Short-Term Disability

Absences covered by Short Term Disability benefits are paid based on the associate's Average Hourly Rate (AHR).

In the event a CSSA begins an approved Short Term Disability (STD) and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the associate shall receive AHR established at the time the approved STD begins and shall remain at that rate until the associate returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the associate shall assume the most recent AHR calculation, if AHR was recalculated during their absence, for any future STD benefit case(s).

After returning from Short Term Disability, the associate shall continue to be paid the established AHR until all Returning Learner requirements, as established by the Incentive Compensation Plan Administrative Guide have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the HRxpress website. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the associate shall continue to be paid AHR until the first day of the following month.

Military Leave of Absence

CSSAs who are on a Military Leave of Absence shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the associate's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22.3(f).

Workers Compensation

In the event an associate is away from work on approved Workers Compensation that is related to an approved Short Term Disability benefit case, the associate shall continue to be paid AHR until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide have been completed, if applicable. The Compensation Plan Administrative Guide may be found on the HRxpress website. In the event those requirements are not completed by the first day of the month following his or her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the associate shall continue to be paid AHR until the first day of the following month. Associates who are on Workers Compensation and without a related approved STD benefit case shall be paid at base wage only.

Medical Restriction

In the event a CSSA returns from Short Term Disability and is restricted medically from working a full work tour, the associate shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the associate shall participate in the Incentive Compensation Plan and will not be eligible for AHR.

Jury Duty

Participants who are placed on Jury Duty assignments for a full month beginning on the first of a month, (or the first Monday of the month in the event that it falls on a Saturday or Sunday) and ending on the last day of a month do not participate in the Consumer Loyalty Incentive Plan. In such cases, the associate is paid at his or her base wage. Jury Duty assignments that are less than a full month shall be paid in accordance with Article 14.

Employee Benefits

For CSSAs on an incentive compensation plan, benefits for savings plans, life insurance and pension coverage for eligible employees are treated as follows:

Savings Plan

Base wage is eligible for savings plan deductions each pay period. When incentive compensation is paid, that amount is also eligible for a savings plan deduction. Incentive payments are also eligible for Company matching contributions, if applicable.

Life Insurance

Life insurance coverage is based on the base wage and actual incentive earnings within a given calendar year. The incentive compensation portion is included when it is paid, but only for the remaining portion of the year.

Pension

A CSSA's basic monthly pension shall be calculated by multiplying the monthly pension factor (which is the employee's Final Average Compensation), as set forth in Addendum 8, times the employee's Pension Calculation Service. Compensation for Center Sales and Service Associates means base pay, sales incentives, overtime and short-term disability payments, but excludes all other compensation. For further information on pension benefits, consult the Qwest Pension Plan.

Incentive Compensation Payout Timing

Incentive compensation is paid monthly, generally in the month following the performance period. Payouts are made through the Company's payroll system and follow in the same election as the associate's bi-weekly payroll, i.e., by either direct deposit or check. Refer to the Compensation Calendar for specific payment dates via the HRxpress website under Compensation, Consumer Markets Compensation.

Plan Changes and Modifications

The Company, in its sole discretion may add, set, modify, change or eliminate Availability and Retention Rate objectives, targets and payout factors within the framework of the Plan. In addition, the Company, in its sole discretion, may set, modify, change or eliminate any portion of the Consumer Markets Loyalty

Incentive Plan, at any time upon review with the Union of such changes, unless otherwise specified in this document.

Plan Disputes

When designing a compensation plan it is not possible to anticipate all of the unique situations that may arise. The Human Resources compensation staff will review all exceptions. Disputes to payouts will be accepted up to ninety (90) days from any given compensation deposit on a case-by-case basis. Refer to the Compensation Calendar for specific payment dates.

Obtaining a Copy of the Plan

The entire Consumer Sales Compensation Plan may be accessed via HRxpress website under the category of Compensation or by requesting a copy from the following:

Compensation Plan Administrator
20 East Thomas Street, 16th Floor
Phoenix, AZ 85012

ADDENDUM 12

MASS MARKETS – GENERAL BUSINESS

LEVERAGED COMPENSATION PLAN

GENERAL BUSINESS SALES AND CARE CENTERS

SALES CONSULTANTS

EFFECTIVE: August 14, 2005 – August 16, 2008

Summary

This document describes the Leveraged Compensation Plan (LCP) (“the Plan”) for Sales Consultants in the General Business Sales and Care Centers. The Plan is designed to recognize and reward individual and team achievements by providing incentive opportunities for results that support the General Business organization’s business strategies. This plan is also designed to provide latitude for organizations, as mandated by business/market changes, to customize offerings during the contractual period within the negotiated framework of the Plan.

Plan Objectives

The primary goal of the General Business Sales and Care Centers is to respond to customer demand calls in a consultative manner by exceeding customer service expectations and optimizing sales. Sales Consultants impact the Qwest strategies of developing new revenue and building customer loyalties by providing excellent customer service and producing sales.

Specific objectives supported by this plan are:

- Increase Top Line Revenues.
- Support product and business strategies through sales and service.
- Protect the customer base from competitive inroads by providing quality and added-value products and services.
- Provide fast and easy access to someone who can help.
- Link LCP payouts to elements that can be directly influenced by the employees.
- Provide a direct relationship between performance and reward.

Plan Type

The Plan provides earnings potential in direct relation to the level of sales and service performance achieved by the individual and the team. Depending on the individual's level (i.e., Trainee, Entry, or Fully Competent, or Senior Sales Consultant), the leverage is 100/0, 90/10, or 80/20, or 75/25, respectively. Wages are leveraged at either 90%, 80%, or 75%, of an individual's target with an opportunity to earn three (3) times or more the amount at risk. The following describes the levels and associated leverage and upside opportunities:

<u>Leverage</u>	<u>Upside</u>	<u>Level</u>
75/25	150%+	Senior Sales Consultant
80/20	140%+	Fully Competent
90/10	120%+	Entry
100/0	0%	Trainee

Participating consultants shall be placed on an annualized base wage after having met eligibility requirements, in accordance with the provisions of the Plan as shown on the following schedule:

<u>Level</u>	<u>Annual Base Wage</u>	<u>Annual Target Sales Incentive</u>	<u>Annual Total Target Compensation</u>
Senior Sales Consultant	\$38,900	<u>\$12,967</u>	\$51,867
Fully Competent	\$36,500	<u>\$9,125</u>	\$45,625
Entry	\$29,300	<u>\$3,256</u>	\$32,556
Trainee (wk 1- completion)	\$24,400	<u>\$0</u>	\$24,400

Compensation Elements

The Plan is designed to reward the results that Sales Consultants can influence. Compensation can be earned on each component regardless of achievement in other components. Participants can earn compensation in (2) two ways: Seventy five percent (75%) of

the total payout is based on individual monthly sales results; twenty five percent (25%) of the total payout is based on the team meeting or exceeding the objectives established for the Customer Transaction Survey (CTS). Compensation elements may be modified upon mutual agreement between the Company and the Union.

Sales/Revenue Objectives

Objectives are set for each channel based upon organizational goals. Channel objectives are then allocated to the individual Sales Consultant.

Each year, reasonable sales objectives will be set for the Fully Competent and Senior Sales Consultant levels of the Sales Consultant job title. If individual sales objectives are altered, the employee will be notified prior to the beginning of the month in which the new objectives will take effect. Sales objectives will be based on sales revenue and will be higher for the Senior Sales Consultant. Employees are expected to perform at or above objectives. The distinction between CIP (adjusted sales objectives) and actual sales results (unadjusted sales objectives) is important. CIP objectives provide continual feedback to assist with the improvement of individual performance. Sales incentive objectives motivate excellence through monetary rewards. Therefore, we will pay for achievement of actual sales results on a monthly basis.

Component Matrices

An individual consultant's payout is calculated by multiplying the appropriate payout percent by their amount at risk for revenue. For all payout calculations, fractional numbers will be rounded down to the nearest lower whole number. The charts below show payout percentages for levels of individual sales performance:

Individual Revenue – 75%

For each 1% Objective Attained	% Payout to be Multiplied Against Risk
<75%	0%
75%	25%
75.1% - 125%	3% for each 1% attained
125.1% - 150%	5% for each 1% attained
150.1% - 200%	2% for each 1% attained
200.1%+	1% for each 1% attained

-- Uncapped --

Customer Transaction Survey (CTS) – 25%

The Customer Transaction Survey component is based on meeting or exceeding the stated service quality objectives on a monthly basis for overall Sales Consultant satisfaction. Annual objectives for this component will be developed by the Company and reviewed by the Oversight Committee.

LEVEL	PAYOUT
< Threshold	0%
Threshold	50%
Target	100%
Excellence	200%

-- Capped --

ANNUAL

Levels	Annual Base Wage	Annual Target	Leverage	Risk \$\$ at 100%	Breakdown of Component and Risk
Entry	\$29,300	\$32,556	90/10	\$3,256	Sales* = \$2,442.00 CTS = \$814.00
Fully Competent	\$36,500	\$45,625	80/20	\$9,125	Sales* = \$6,769.00 CTS = \$2,281.00
Senior Sales Consultant	\$38,900	\$51,867	75/25	\$12,967	Sales* = \$9,725.00 CTS = \$3,242.00

*Sales Payout is uncapped.

Dollars are rounded for illustration on the table; actual dollars and cents will be used for pay calculation purposes.

MONTHLY

Levels	Monthly Base Wage	Monthly Target	Leverage	Risk \$\$ at 100%	Breakdown of Component and Risk
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Entry	\$2,442.	\$2,713.	90/10	\$271.	Sales* = \$203.25 CTS = \$67.75
Fully Competent	\$3,042.	\$3,802.	80/20	\$760.	Sales* = \$570.00 CTS = \$190.00
Senior Sales Consultant	\$3,242.	\$4,322.	75/25	\$1,080.	Sales* = \$810.00 CTS = \$270.00

*Sales Payout is uncapped.

Dollars are rounded for illustration on the table; actual dollars and cents will be used for pay calculation purposes.

Advancement through the Levels of the Plan

There are four (4) levels in the Sales Consultant Leveraged Compensation Plan.

1. Trainee
2. Entry
3. Fully Competent
4. Senior Sales Consultant

Trainee Level

Company employees who transfer into the Sales Consultant title and fail to pass initial training will have retreat rights, unless they moved into the Sales Consultant title under the terms of Article 19. Any wage changes during training shall be negotiated with the Union.

Employees hired externally into the Sales Consultant title who do not successfully complete initial training will be dismissed.

Movement to Entry Level

To move to Entry Level, the employee must successfully complete initial training taken at the Trainee Level.

Movement to Fully Competent Level

To move from Entry Level to Fully Competent Level, the employee must meet the following criteria: (Entry Level is normally a minimum of four (4) months):

1. Perform at or above 80% of adjusted results for two (2) months; and have an 80% average for four (4) months of CIP adjusted results.

OR

2. Perform at 80% of adjusted results at the fourth (4th) month and demonstrate continuous improvement three (3) out of the four (4) months. Three (3) of those months must be at or above 60% of CIP adjusted results.
3. Consultants may be extended a fifth (5th) month at Entry Level at the discretion of management, if they are demonstrating the potential to perform the job at an acceptable level.
4. At the end of the fifth (5th) month, consultants must meet requirements for advancement to Fully Competent using the best four (4) months for the first criteria and the best three (3) months for the second criteria.

Objectives during Entry level will be ramped as follows: 80%, 85%, 90%, 100%.

Early Movement

Early movement to Fully Competent Level can occur after the second (2nd) month or thereafter providing the employee meets one (1) of two (2) following criteria:

1. The employee meets 100% of the Fully Competent unadjusted revenue objective in the first (1st) and second (2nd) months.
2. If movement occurs after the third (3rd) month, the employee must meet 100% of the Fully Competent unadjusted revenue objective for two (2) of the three (3) months.

Movement to Senior Sales Consultant Level

Movement from the Fully Competent Level to the Senior Sales Consultant Level is voluntary.

To move to the Senior Sales Consultant Level, the employee must:

Perform at or above 125%, on average, of actual unadjusted sales results for the most recent six (6) months and be satisfactory in performance.

NOTE: Employees may voluntarily opt to move to a lower level within this plan, but not below the Fully Competent level. Employees must remain at the Senior Sales Consultant level for at least three (3) consecutive months.

GENERAL ADMINISTRATIVE PROVISIONS

Entering the Plan

Sales Consultants who successfully complete initial training and are released to the desk after the fifth (5th) business day of the month, will be moved to the Entry level and given a reduced sales objective based on the number of days remaining in the month.

Sales Consultants who progress to Fully Competent or Senior Sales Consultant level will begin earning at the new base wage plus incentives at the beginning of the following month. As an example, a Sales Consultant who achieves Senior Sales Consultant level October 2 will have the opportunity to earn at the higher level on November 1.

Employees hired externally into the Sales Consultant job title or employees who transfer via the Post and Bid Process from other titles shall enter at the Trainee level base wage rate.

For transferees in a force adjustment status who take a downgrade, RPPA will be paid in accordance with Article 19.6(A)(2)(a). For purposes of transfers where RPPA applies, Wage Scale M, base top rate will be used to establish money-to-money wage movement for placement into the Sales Consultant job title.

Exiting the Plan

Sales Consultants exit the Plan when they leave the eligible position through transfer, promotion, retirement, separation, voluntary resignation or dismissal. Compensation will be paid through the date an employee exits the Plan: last day on payroll, effective date of resignation or leaves the job. Incentives will be trued up based on percent of objective achieved at the date of departure. If an employee has been overpaid, they will be expected to return any overpayment.

For the purpose of transfers, Wage Scale M base wage top rate will be used to establish the money-to-money wage movement when leaving the Sales Consultant position.

Time Off-Desk

Sales Consultants will be paid at base wage during periods of off-desk time such as excused paid time, vacation and personal days, training, employee involvement, or union paid time unless otherwise specified in this Plan.

Objectives will be adjusted for up to five (5) days of vacation and/or personal days each calendar month with no adjustment of risk.

Excused Non-Paid Time

In the event a Sales Consultant takes non-paid time in a month and attains one hundred percent (100%) or better of their Individual Revenue objective, the risk amount for all components is not reduced for non-paid time. If an SC takes non-paid time in a month and attains less than one hundred percent (100%) of their Individual Revenue objective, the risk amount for all components is reduced for non-paid hours.

Company Initiated Special Assignment

When a Sales Consultant is placed on a company-initiated special assignment for an entire calendar month, the employee will be paid at base wage plus eighty percent (80%) of the target TSI for their level of participation in the Plan.

Average Hourly Rate

Sales Consultants shall have an Average Hourly Rate (AHR) calculation, which is based on an individual Sales Consultant's compensation results for six (6) months. AHR includes base wages plus sales incentive compensation but excludes Spifs and Kickers. AHR is set every six (6) months for the life of the agreement: in December, based on June through November compensation; and in June, based on December through May compensation.

A Sales Consultant's AHR shall not fall below the base wage rate nor exceed the Total Target Compensation rate of the individual's level of participation in the Plan. In the event a Sales Consultant does not have a minimum of six (6) months on plan, AHR will be that of the Fully Competent base wage rate until an individual AHR can be established.

Illness / Article 12 Sickness Payments

Sickness payments for absence, as defined in Article 12, will be paid at the employee's base wage rate, if applicable.

Short Term Disability

Absences covered by Short Term Disability (STD) benefits are paid based on the individual's Average Hourly Rate (AHR). In the event a Sales Consultant begins an approved Short-Term Disability and either: (a), begins STD during the semi-annual recalculation of AHR; or (b), remains on STD following the semi-annual recalculation of AHR, the consultant shall receive AHR established at the time the approved STD begins and shall remain at that rate until the consultant returns to work or through a qualified relapse time period. Upon return from an approved STD or relapse, the consultant shall assume the most recent AHR calculation, if AHR was recalculated during their absence, for any future STD benefit case(s).

The Sales Consultant's sales objectives and salary risked is determined by the actual number of days worked during the month the consultant is on Short Term Disability benefits. After returning, from Short Term Disability, the consultant shall continue to be paid the established AHR until all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the consultant shall continue to be paid AHR until the first day of the following month.

Military Leave of Absence

Sales Consultants, who are on an approved Military Leave of Absence, shall be paid in accordance with the Company's Military Leave of Absence Policy. Pay treatment shall be the difference between the consultant's military pay and his or her Average Hourly Rate (AHR), in accordance with Article 22.3(f).

Workers Compensation

In the event a Sales Consultant is away from work on approved Workers Compensation that is related to a Short-Term Disability benefits case, the consultant shall continue to be paid AHR until the start of the full month after he/she is released to work full-time and all Returning Learner requirements, as established by the Compensation Plan Administrative Guide, have been completed, if applicable. In the event those requirements are not completed by the first day of the month following his/her return (or the first Monday of the month if the first day of the month falls on Saturday or Sunday), the consultant shall continue to be paid AHR until the first day of the following month. Sales Consultants who are on Workers Compensation and without a related approved STD benefit case shall be paid at base wage only.

Medical Restriction

In the event a Sales Consultant returns from Short-Term Disability and is restricted medically from working a full work tour, the consultant shall continue to be paid AHR until the start of the full month after being released to work full-time (or the first Monday of the month if the first day of the month falls on Saturday or Sunday). When the medical restriction is not associated with an approved STD benefit case, the consultant shall participate in the Plan and will not be eligible for AHR.

Jury Duty

Sales Consultants who are placed on Jury Duty assignments for a full month beginning on the first of a month, (or the first Monday of the month if the first day of the month falls on Saturday or Sunday) and ending on the last day of a month do not participate in the Consumer Sales Compensation Plan. In such cases, the consultant is paid at base wage.

Movement between Sales and Service Consultant and Sales Consultant

Sales and Service Consultants may elect to move to Sales Consultant outside of the Post and Bid Process, if an available opening exists. They must be at or above sales objectives, on average, for the most recent six (6) months. They will move effective the first day of the month following receipt of the written notification to their supervisor. They will move to the Fully Competent level with no testing requirements.

Sales Consultants may request to move to the Sales and Service Consultant title outside of the Post and Bid Process, if an available opening exists after being in the SC title at Fully Competent for a minimum of three (3) months. In order for either movement to occur, office requirements for maintaining the adequate mix of SC's and SSC's will be considered. A process for movement between the two titles can be found in the LCP Administrative Guidelines.

Force Adjustment

If during the life of this Agreement, the Company determines that it needs to implement a force adjustment under the terms of Article 19 with respect to the Sales Consultant job title, the Adjustment Group will be composed of Sales Consultants within the impacted RCA and organization.

If during the life of this Agreement, the Company determines that it needs to implement a force adjustment under the terms of Article 19 with respect to the Sales and Service Consultant job title, such employees may voluntarily move to the Sales Consultant job title and participate in the Leveraged Compensation Plan provided the employee has performed at or above ninety percent (90%), on average, with respect to adjusted sales objectives during the preceding six (6) months. If SSC's have not been held to individual sales objectives at the time of the force adjustment, the Company and Union will meet to determine the appropriate eligibility criteria.

Employee Benefits

For Sales Consultants on a leveraged plan, Savings Plan, Life Insurance and Pension coverage are treated as follows:

Savings Plan

Base wage is eligible for savings plan deductions each pay period. When incentive compensation is paid, that amount is also eligible for a savings plan deduction. Incentive payments are also eligible for company matching contributions, if applicable.

Life Insurance

Life insurance coverage is based on the base wage and actual incentive earnings within a given calendar year. The incentive compensation portion is included when it is paid, but only for the remaining portion of the Plan year.

Pension

A Sales Consultant's basic monthly pension shall be calculated by multiplying the monthly pension factor (which is based on the employee's Final Average Compensation), as set forth in Addendum 8, times the employee's Pension Calculation Service Compensation for Sales Consultants means base pay, sales incentives, overtime and short-term disability payments, but excludes all other compensation. For further information on pension benefits, consult the Qwest Pension Plan.

COMPENSATION ADMINISTRATIVE PROVISIONS

Sales Crediting

Sales results are based on orders rated in the CRIS or IABS billing systems and loaded into a sales tracking system daily. A system will provide detailed information to Sales Consultants on revenue credits for completed posted orders. Revenue from sales not billed through CRIS or IABS, such as telephone equipment, is added to the system at specific intervals throughout the month. Sales revenue credit is a combination of recurring (monthly) and non-recurring (one time) revenue.

Sales are credited by the sales system posted date, not the network completion date. The normal carryover cycle from completion date to the tracking system posted date is three (3) to five (5) working days. Orders do not post to the sales tracking system on Saturday or Sunday.

Sales Posting Errors

When posting errors occur on Service Orders, the Consultant will notify his/her coach or Support Manager to assist with correction(s). As long as an adjustment is received before the final adjustment period shown on the Compensation Calendar, the adjustment will be worked in the current incentive payroll period. Once the final adjustment date has passed, SCATS will no longer accept adjustments.

90 Day Window

Consultants are responsible for their sales for ninety (90) days after the sales system posted date of the order. Outward activity on C and R orders flow through a sales database program that reviews the last ninety (90) days of order activity to see if the product (USOC) was posted within that time period. The mechanized process changes the sales code if the inward order was posted within the last ninety (90) days.

Payout Timing

Incentive awards are generally paid on the last payroll in the month following the performance period. Payouts are made through the Company's payroll system.

Payout Errors

Payout errors do occur and will always be corrected. If the error results in an underpayment of one hundred dollars (\$100) or less, the error will be corrected with the next regular incentive check cycle (generally the last pay cycle in a month). If the error results in an underpayment greater than one hundred dollars (\$100), the error will be corrected with the next pay cycle. In instances where an employee is overpaid, the overpayment will be deducted from the following month's incentive earnings until paid in full. In situations where the next incentive earnings do not cover the overpayment error, special arrangements will be made and documented with the employee to recover the money over several months, subject to the Company's payroll policies.

Tax Liability

Incentives earned under the Plan are considered taxable income to the individual and assessed through the payroll process at the time the earnings are received. The federal tax on incentive payments is a flat amount and is not based on individual withholding tables.

Plan Changes and Modifications

It is management's prerogative to establish reasonable objectives and design parameters within the negotiated framework of the Plan for the Sales Consultant title.

At least annually, the weighting relationship between the Customer Transaction Survey and Sales will be reviewed and may be modified if agreed to between the Company and Union.

Any changes in the Leveraged Compensation Plan for Sales Consultants that affect wages, hours or working conditions will be negotiated with the Union and communicated in writing to all Sales Consultants at least two (2) weeks (fourteen (14) days) prior to the effective date of the change.

Plan Disputes

The Oversight Committee will review disputes regarding the administration of the Leveraged Compensation Plan. This committee will be comprised of CWA and Qwest representatives.

ADDENDUM 13

MASS MARKETS – RETAIL SOLUTIONS CENTERS

Summary

Employees in Mass Markets Solutions Centers (aka Retail Stores and Kiosks) who are placed in the job titles of: Retail Sales Associate; Retail Senior Sales Associate; and Retail Sales and Service Associate shall be covered by the terms and conditions set forth in this Addendum, in addition to the provisions of the Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America, unless specifically modified by this Addendum.

The following shall apply to employees in these positions:

Hours and Days of Work

None of the provisions of Article 2 (Hours and Days of Work) shall apply to these positions except Article 2, Sections 2.7, 2.9, 2.10, and 2.11. An employee's tour on a particular day is his or her scheduled or assigned hours. The Company retains the right to schedule these positions on an ongoing as-needed basis and to change schedules as determined by the Company without limitation.

Employees in these positions may be required to work varying work tours, including evenings, weekends and federally designated holidays. It is anticipated that frequent schedule changes could occur for employees in these positions. The Company shall attempt to provide as much notice as possible when schedule changes occur. Employees shall not be paid for time not worked, except as otherwise specified in this Addendum.

Differentials and Allowances

None of the provisions of Article 3 (Differentials and Allowances) shall apply to these positions. When a Retail Sales Associate is temporarily assigned to perform the work of a Retail Senior Sales Associate, there shall be no change in his or her regular title or basic wage rate. An employee shall receive a daily differential of \$4.00 if he or she works any portion of the day at the assigned higher rate. In no case shall an employee receive more than one (1) differential payment per day.

Premium Payments

None of the provisions of Article 4 (Premium Payments) shall apply to these positions. The Retail Sales Associate, Retail Senior Sales Associate and Retail Sales and Service Associate have been determined to be non-exempt from the provisions of the Fair Labor Standards Act. Time worked in a week (Sunday through Saturday) in excess of forty (40) hours shall be paid at the rate of one and one-half (1 ½) times the employee's basic wage rate.

Call for Work

None of the provisions of Article 5 (Call for Work) shall apply to these positions.

New or Changed Jobs

None of the provisions of Article 6 (New or Changed Jobs) shall apply to these positions.

Travel and Business Expense Reimbursement

None of the provisions of Article 9 (Travel Time, Transportation, Travel Expense Allowance, and Temporary Living Expense Provisions) shall apply to these positions. Employees in these positions shall be eligible for reimbursement of approved travel and business expenses, in accordance with the Company's policies, methods and procedures set forth in the Employee Travel and Business Expense Reimbursement policy in effect for non-represented employees and shall be available on the Company's HRxpress website. Receipts and supervisory approvals may be required for certain business and travel expense reimbursement.

Employees in the Retail Sales Associate and Retail Senior Sales Associate may be eligible for partial reimbursement of a wireless telephone through the Company's employee program currently referred to as Qwest Corporate Employee Program, subject to the following. Employees may request up to one hundred dollars (\$100) at the time of hire for the wireless handset and an additional one hundred dollars (\$100) annually on the employee's service anniversary date for replacement of the wireless handset. A monthly reimbursement of up to fifty (\$50.00) shall also be provided, for the monthly recurring charges of the wireless telephone.

The Company shall, at its sole discretion, have the ability to add, set, modify, change or eliminate its Travel and Business Expense Reimbursement policy, methods or procedures without any requirement that the Company negotiate such changes with the Union, as long as there is no reduction in overall reimbursement. Any changes to its policy, methods or procedures for reimbursement of travel and business expenses made during the life of the Agreement that result in a reduction in overall reimbursement, shall be agreed to by both the Company and Union.

Vacation, Personal Days, and Holidays

None of the provisions of Article 11 (Vacation, Personal Days and Holidays) shall apply to these positions. Employees in these positions, except for Regular Term Full-Time and Regular Term Part-Time, shall be granted time off, in accordance with the provisions of the Company's policies for holidays and paid time off (currently referred to as the Holiday Policy; and Time Off With Pay (TOP) Policy) in effect for its non-represented employees applicable at the time and shall be available on the Company's HRxpress website. The Company's time off with pay (TOP) plan is designed to provide employees with the opportunity to take vacation; cover short-term illness; and care for personal commitments.

Regular Full-Time and Part-Time employees working more than twenty (20) hours a week are eligible to begin accruing TOP starting the first of the month following date of hire into these positions. Following this, an employee must be actively employed at least one (1) day during the month to earn TOP accrual for that month. The established TOP year is the calendar year, January 1 through December 31. The amount of TOP a full-time employee accrues on a monthly basis increases with the length of employment, as shown below:

<u>Months of Service</u>	<u>Annual TOP Accrual (Days)</u>	<u>Monthly Accrual Rate (Hours)</u>
<u>Less than 12 months</u>		<u>13.33 hours</u>
<u>13 – 48 months</u>	<u>20 days</u>	<u>13.33 hours</u>
<u>49 – 108 months</u>	<u>25 days</u>	<u>16.66 hours</u>
<u>109 – 228 months</u>	<u>30 days</u>	<u>20 hours</u>
<u>229 or more months</u>	<u>35 days</u>	<u>23.33 hours</u>

The accrual rate for part-time employees regularly scheduled to work twenty (20) to twenty nine (29) hours per week is fifty percent (50%) of the full-time rate; the accrual rate for part-time employees regularly scheduled to work thirty (30) to thirty nine (39) hours per week is seventy five percent (75%) of the full-time rate. Employees regularly scheduled to work under 20 hours per week or Term employees are not eligible for TOP. Worked overtime hours are not counted for purposes of TOP accrual. TOP can be taken for all hours of the scheduled tour or in one (1) hour increments and is paid at the employee's base rate of pay.

Employees shall request to use TOP time through the process established by their supervisor. TOP may be taken throughout the year in advance of actual time accrued with prior approval from the employee's supervisor. The Company may establish limits on the amount of TOP time employees may use prior to actual time accrued.

The Company shall, at its sole discretion, have the ability to add, set, modify, change or eliminate its Holiday Policy and Time Off With Pay policy without any requirement that the Company negotiate such changes with the Union, as long as there is no overall reduction in holidays and paid time off. Any changes to its policy for holidays and paid time off made during the life of the Agreement that may result in an overall reduction in holidays and paid time off shall be agreed to by both the Company and Union.

Illness Absence and Sickness Payments

None of the provisions of Article 12 (Sickness Payments First Week of Absence) shall apply to these positions. Employees in these positions, except for Regular Term Full-Time and Regular Term Part-Time, shall be granted time off, in accordance with the Company's policy for paid time off (currently referred to as Time Off With Pay (TOP)) in effect for its non-represented employees applicable at the time and shall be available on the Company's HRxpress website. Employees regularly scheduled to work under 20 hours per week or Term employees are not eligible for TOP.

The Company shall, at its sole discretion, have the ability to add, set, modify, change or eliminate its Time Off With Pay policy without any requirement that the Company negotiate such changes with the Union, as long as there is no overall reduction in paid time off. Any changes to its policy for paid time off made during the life of the Agreement that may result in an overall reduction in paid time off shall be agreed to by both the Company and Union.

Union Company Relationship

Article 15 (Company Union Relationship), Sections 15.12 and 15.13 shall apply to these positions except as follows: Given the need to focus the maximum number of resources on the success of Retail Solution Centers, the maximum total aggregate time off without pay that may be taken by an employee in any of these positions to handle union business shall be one hundred sixty (160) hours per calendar year, unless otherwise agreed to by both the Company and Union. Sales objectives, targets and quotas shall not be reduced or adjusted as a result of such time off, and that employees in these positions shall not be granted unpaid time off to handle union business when the needs of the business prevent such time off.

Article 15, Sections 15.14 through 15.19 shall not apply to these positions.

Grievance and Arbitration Process

Employees are expected to comply with the all of the Company's corporate policies, Code of Conduct, requirements, and performance standards. Given the work environment and focus on sales and customer contact, additional emphasis shall be placed on sales and service performance in these positions. Unsatisfactory performance in any of these areas shall be taken very seriously. While performance management shall take place and the Company shall make reasonable efforts to train and develop employees in these positions, an accelerated process shall occur given the demands of these positions. Repeated failure to meet performance expectations, particularly in the area of sales, service and appropriate conduct shall result in termination of employment for employees in these positions. In the event an employee in one of these positions is terminated for unsatisfactory performance or violation of any of the Company's policies, requirements, or expectations, the only issue that may be submitted to the ADR or the arbitration process (if

the right to ADR or arbitration exists for that employee), is whether the employee failed to comply or meet satisfactory performance standards and expectations. The arbitrator shall have no jurisdiction or authority to review the appropriateness of the discharge penalty.

Employee Classifications

During the life of the Agreement, Retail Sales Associate, Retail Senior Sales Associate and Retail Sales and Service Associate will be classified as Regular Full-Time, Regular Part-Time, Regular Term Full-Time, Regular Term Part-Time under Article 18 (Employee Classifications). The provisions of Article 18, Sections 18.1, 18.2 (a) and (b), with exclusion of limitations either to RCA or percentage of workforce, and 18.3 shall apply to these positions. Article 18, Sections 18.4 through 18.21 shall not apply to these positions.

Force Adjustment and Force Reductions

None of the provisions of Articles 19 (Force Adjustment and Force Reductions) shall apply to these positions. Employees in these positions who are involuntarily terminated shall be provided at least two (2) weeks notice prior to layoff, except as otherwise specified in this section. Regular Full-Time and Regular Part-Time employees in the job titles of Retail Sales Associates, Retail Senior Sales Associates and Retail Sales and Service Associates whose employment is involuntarily terminated shall be eligible for a separation allowance based on the following schedule, except for termination for performance, attendance, or misconduct.

Involuntary Separation Allowance

<u>Term of Employment (TOE)</u>	<u>Separation Allowance</u>
<u>Less than 1 Year</u>	<u>2 Weeks Basic Wage</u>
<u>1 Year but Less than 5 Years</u>	<u>4 Weeks Basic Wage</u>
<u>5 Years but Less than 15 Years</u>	<u>12 Weeks Basic Wage</u>
<u>15 Years or More</u>	<u>16 Weeks Basic Wage</u>

Regular Term employees in these positions are not eligible for separation allowance. Regular Term Full-Time and Part-Time employees in these positions shall be given two (2) weeks notice prior to involuntary termination. Any Regular Term employee who is terminated with less than two (2) weeks notice shall be paid a lump sum equal to the employee's basic wage rate (excluding incentive or "at risk" compensation and any Spifs or Kickers) for two (2) weeks, except for termination for performance, attendance, or misconduct.

Regular employees in these positions whose employment is involuntarily terminated shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans as follows:

1. An employee with less than one (1) year of TOE, who is eligible for coverage at the time of termination of employment, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is involuntarily terminated by paying the monthly premium amount.
2. An employee whose TOE is at least one (1) year, but less than five (5) years, will be eligible for coverage, at Company expense, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense by paying the monthly premium amount.
3. An employee whose TOE is five (5) years or more will be eligible for coverage, at Company expense, for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. However, if during the period of any extended medical/dental/vision coverage, as described above, the plans are changed for the Company's non-represented employees who remain on payroll, the same changes shall be applied to persons participating in this extended coverage program.

Employees who are surplus under the provisions of Force Adjustment and Force Reductions of this Addendum shall receive priority consideration for downgrade or lateral placement opportunities through the Post and Bid Process based on TOE provided they meet the basic qualifications to perform the duties Basic qualifications would include any test/skill requirements. However, in some circumstances, the Company may find it necessary to reserve the right to select a candidate that is better qualified in jobs which fall in Wage Scale 4 and above. Such occurrences will be discussed with the Union. Exceptions may be agreed upon at the Bargaining Agent level. Placement in an opening at any Qwest subsidiary will be governed by the staffing guidelines of that subsidiary.

Regular employees in these positions whose employment is involuntarily terminated under the provisions of Force Adjustment and Force Reductions shall be eligible for PATHWAYS, in accordance with the provisions shown in the Letter of Agreement on PATHWAYS.

Post and Bid Process

The provisions of Article 21 (Post and Bid Process) shall apply to these positions except, Article 21, Sections 21.3(b)(1)(2)(3)(4)(5)(6); and 21.3(c). The Company shall have the sole discretion to place only those applicants (internal or external) it evaluates as best qualified in to the Retail Sales Associate, Retail Senior (Lead) Sales Associate and Retail Sales and Service Associate titles, subject only to legal requirements (e.g., non-discrimination laws).

Time in title and time in location requirements for self nomination request eligibility for these positions are as follows:

Time in Title, Time in Location Requirements

<u>Job Title</u>	<u>Time in Title</u>	<u>Time in Location</u>
<u>Retail Sales Associate</u>	<u>18 months</u>	<u>12 months</u>
<u>Retail Senior Sales Associate</u>	<u>18 months</u>	<u>12 months</u>
<u>Retail Sales and Service Associate</u>	<u>18 months</u>	<u>12 months</u>

An employee in this position meets eligibility requirements provided the employee is not on corrective action for any area of performance, including attendance, in his or her current job.

Leaves of Absence

Employees in Retail Sales Associate and Retail Senior Sales Associate positions who are on a Military Leave of Absence shall be paid Average Hourly Rate (AHR) in lieu of their base wage rate while on an approved Military Leave of Absence, subject to the provisions of Article 22 (Leaves of Absence), Section 22.3.

The provisions of Article 22, Section 22.4 shall not apply to these positions. Employees in these positions shall be required to use any available Time Off With Pay (TOP) for any part of the twelve (12) workweeks of family and medical leave. All available TOP time must be exhausted before an employee is placed on an unpaid leave for any purpose that qualifies for family and medical. Time Off With Pay that is taken for a qualifying reason under the Family and Medical Leave Act will be counted as family and medical leave and charged to the employee's entitlement of twelve (12) workweeks of family and medical leave in a twelve (12) month period.

Medical Work Restrictions

None of the provisions of Article 23 (Treatment of Medically Restricted Employees) shall apply to these positions. An employee who is unable to perform the functions determined by the Company to be essential to his or her regular job ("essential functions"), with or without reasonable accommodation, as a result of an illness, physical or mental limitation, or off the job injury, shall receive up to thirty (30) calendar days of excused non-paid time. During the 30-day period of excused non-paid time, the employee shall be eligible to seek other available positions within the Company through the Post and Bid Process and if necessary, have eligibility requirements waived. If at the end of the thirty-day period, the employee still cannot perform the essential functions of his or her regular job, the employee will be placed on an unpaid leave of absence for up to four (4) additional months. If at the end of the unpaid leave of absence, the employee is still unable to perform the essential functions of his or her regular job and/or has not found another position in the Company through the Post and Bid Process, the Company will terminate employment.

Wages and Wage Administration

None of the provisions of Addendum 1 (Wage Administrative Practices) shall apply to these positions except Addendum 1, Sections A1.1, A1.2, and A1.5. Furthermore, none of the provisions of Addendum 7 (Wages) shall apply to these positions.

During the life of this Agreement, employees in these positions shall be paid the following:

WAGES AND TARGET SALES INCENTIVE COMPENSATION

WAGE SCALE R

Title List: Retail Sales Associate

Annual Target Sales Incentive: \$12,000

<u>PROGRESSION STEP</u>	<u>WEEKLY BASE WAGE</u>		
	<u>Effective 8/14/2005</u>	<u>Effective 8/13/2006</u>	<u>Effective 8/12/2007</u>
<u>Start</u>	<u>\$344.50</u>	<u>\$353.00</u>	<u>\$360.00</u>
<u>6 month</u>	<u>\$364.00</u>	<u>\$373.00</u>	<u>\$380.50</u>
<u>12 month</u>	<u>\$383.00</u>	<u>\$392.50</u>	<u>\$400.50</u>
<u>18 month</u>	<u>\$402.00</u>	<u>\$412.00</u>	<u>\$420.00</u>
<u>24 month</u>	<u>\$421.50</u>	<u>\$432.00</u>	<u>\$440.50</u>
<u>30 month</u>	<u>\$440.50</u>	<u>\$451.50</u>	<u>\$460.50</u>
<u>36 month</u>	<u>\$460.00</u>	<u>\$471.50</u>	<u>\$481.00</u>
<u>42 month</u>	<u>\$479.00</u>	<u>\$491.00</u>	<u>\$501.00</u>
<u>48 month</u>	<u>\$500.00</u>	<u>\$512.50</u>	<u>\$523.00</u>

WAGE SCALE S

Title List: Retail Senior Sales Associate

Annual Target Sales Incentive: \$15,000

<u>PROGRESSION STEP</u>	<u>WEEKLY BASE WAGE</u>		
	<u>Effective 8/14/2005</u>	<u>Effective 8/13/2006</u>	<u>Effective 8/12/2007</u>
<u>Start</u>	<u>\$412.00</u>	<u>\$422.50</u>	<u>\$431.00</u>
<u>6 month</u>	<u>\$436.00</u>	<u>\$447.00</u>	<u>\$456.00</u>
<u>12 month</u>	<u>\$459.50</u>	<u>\$471.00</u>	<u>\$480.50</u>
<u>18 month</u>	<u>\$483.50</u>	<u>\$495.50</u>	<u>\$505.50</u>
<u>24 month</u>	<u>\$507.50</u>	<u>\$520.00</u>	<u>\$530.50</u>
<u>30 month</u>	<u>\$531.50</u>	<u>\$545.00</u>	<u>\$556.00</u>
<u>36 month</u>	<u>\$555.50</u>	<u>\$569.50</u>	<u>\$581.00</u>
<u>42 month</u>	<u>\$579.50</u>	<u>\$594.00</u>	<u>\$606.00</u>
<u>48 month</u>	<u>\$603.50</u>	<u>\$618.50</u>	<u>\$631.00</u>

WAGE SCALE SS

Title List: Retail Sales and Service Associate

Annual Target Sales Incentive: \$0

<u>PROGRESSION STEP</u>	<u>WEEKLY BASE WAGE</u>		
	<u>Effective 8/14/2005</u>	<u>Effective 8/13/2006</u>	<u>Effective 8/12/2007</u>
Start	\$452.00	\$463.50	\$473.00
6 month	\$479.00	\$491.00	\$501.00
12 month	\$505.50	\$518.00	\$528.50
18 month	\$532.50	\$546.00	\$557.00
24 month	\$559.50	\$573.50	\$585.00
30 month	\$586.00	\$600.50	\$612.50
36 month	\$613.00	\$628.50	\$641.00
42 month	\$640.00	\$656.00	\$669.00
48 month	\$666.50	\$683.00	\$696.50

Wage progression increases, in the amounts shown on the applicable wage scale, shall be granted automatically upon completion of the time intervals specified up through the 24-month wage step. Wage increases beyond the 24-month step shall be granted if the employee is considered satisfactory in performance and attendance at the time of the progression increase. Employees who are considered unsatisfactory shall not be eligible for a progression increase until the next progression increase interval.

The Company shall, in its sole discretion, determine the base wage rate for employees hired externally into these positions, which may range between the Start and 48-month wage step of the applicable wage scale for the position, based on an individual's education, experience and/or other relevant factors.

For purposes of transfers, the following equivalent wage scales, as shown below, shall be used to determine if these positions are lower rated, lateral, or higher rated positions for wage movement.

Employees who transfer into these positions shall be placed on the appropriate wage step of the applicable Wage Scale R, S, or SS, in accordance with the provisions of Addendum 1, Section A1.2, of the collective bargaining agreement.

<u>Job Title</u>	<u>Equivalent Wage Scale (Base Wage plus TSI)</u>
Retail Sales Associate	Wage Scale 10
Retail Senior Sales Associate	Wage Scale 6
Retail Sales and Service Associate	Wage Scale 11

Transferees in a force adjustment status who are placed into one of these positions may be paid RPPA, if applicable, in accordance with Article 19.6(A)(2)(a), when the rate of pay of the new position is less than the employee's rate of pay of the current position. For purposes of transfers where RPPA applies, the equivalent wage scale base top rate, as shown above, shall be used to establish the difference in the rate of pay between the employee's current position and the equivalent rate of pay (base wage plus TSI) of the new position when placed into the Retail Sales Associate, Retail Senior Sales Associate or Retail Sales and Service Associate positions.

Wage Zone provisions are inapplicable to employees in these positions.

Sales Incentive Compensation

The sales incentive compensation plan for Retail Sales Associates and Retail Senior Sales Associates is to recognize and reward employees by providing incentive opportunities in support of the Company's revenue growth and customer retention strategies. Participant's earnings under the sales incentive compensation plan shall be based on the individual's achievement of objectives and targets, as set by the Company. Objectives and targets shall be determined by the Company based on organizational goals and may vary by month, based on needs of the business. The Company shall make Incentive Compensation Pay Schedule(s) available to participants normally by the fifth (5th) business day prior to the beginning of the effective period and shall be available on the HRxpress website under the Compensation category.

The Company shall determine the sales incentive compensation plan, including plan structure, components, and pay schedules without any requirement that the Company negotiate such plans with the Union. The Company may add, modify, change or eliminate any portion of the sales incentive plan after review with the Union but such changes shall not result in a reduction of the Annual Target Sales Incentive (TSI) compensation for these positions, as shown in this Addendum, unless otherwise agreed to by both the Company and Union. Such changes may, at the Company's discretion, apply to individual representatives, a group of representatives, or all representatives.

Letters of Agreement

Addendum 3 (Letters of Agreement) shall apply to these positions, except those titled:

- Expectations Regarding Occupational Dress
- Job Swap Guidelines
- Retiree Health Care
- Health and Wellness Advisory Committee
- Contracting of Work

Employees in these positions shall be permitted to sit on Union-Company committees, but sales objectives, targets and quotas shall not be adjusted, and participation in such committees shall be based on needs of the business.

The Company, in its sole discretion, shall establish a dress code policy for employees in these positions without any requirement that the Company bargain with the Union regarding such policy. Employees in these positions will be required to wear business casual and either Qwest Branded clothing or other form of Qwest branding at all times, as determined by the Company. In the event Qwest Branded clothing is required, employees in these positions shall receive on an annual basis a minimum of four (4) shirts per employee at no cost, subject to change at the discretion of the Company and fifty dollar (\$50) allowance to order items from a list of available Qwest branded clothing. Any additions, modifications, changes or eliminations of the dress code policy shall be reviewed with the Union prior to its effective date. The Company may change, modify or eliminate the Qwest branded clothing, allotments and discretionary allowance without the requirement to bargain such changes, unless such changes result in an overall reduction in the combined value of the allotments and discretionary allowance.

Pension and Benefits

None of the provisions of Addendum 8 (Pension Bands) and Addendum 10 (Benefits), shall apply to Retail Sales Associate, Retail Senior Sales Associate, or Retail Sales and Service Associate positions. Employees in these positions will not receive the benefit plan benefits currently provided to existing occupational employees.

Employees in these positions will receive the benefit plan benefits (including without limitation, Health Care, Pension, Savings Plan, Disability and Group Life Insurance benefits) provided to the Company's non-represented employees, except non-qualified benefits available only to a select group of highly compensated non-represented employees. Any changes, modifications, or eliminations made to these plans and applicable to the Company's non-represented employees shall also apply to employees in these positions without any requirement that the Company bargain with Union regarding such changes, modifications, or eliminations.

General Wage Increase

The Company shall apply the general wage increase(s) if any that resulted in 2005 contract negotiations between the Company and Union to employees in these positions, with exception to a general wage increase for August 2005. Such general wage increases if any negotiated for occupational employees effective August 13, 2006 and August 12, 2007, would also apply to employees in these positions.

ADDENDUM 14

LOCAL MARKET SALES

Summary

Employees in Local Market Sales who are placed in the job title of Outside Sales Representative shall be covered by the terms and conditions set forth in the Collective Bargaining Agreement between Qwest Corporation and Communications Workers of America, unless specifically modified by the provisions of this Addendum.

The following shall apply to employees placed into Outside Sales Representative positions:

Hours and Days of Work

None of the provisions of Article 2 (Hours and Days of Work) shall apply to Outside Sales Representatives. An employee's work schedule on a particular day is his or her scheduled or assigned hours, as determined by the Company without limitation. Employees in Outside Sales Representative positions may be required to work varying work tours, including evenings, weekends and federally designated holidays.

Frequent schedule changes may occur and when possible, the Company shall attempt to provide as much notice as possible to the impacted employee(s) when schedule changes are necessary, based on needs of the business. Employees shall not be paid for time not worked, except as otherwise specified in this Addendum.

Differentials and Allowances

None of the provisions of Article 3 (Differentials and Allowances) shall apply to Outside Sales Representatives.

Premium Payments

None of the provisions of Article 4 (Premium Payments) shall apply to Outside Sales Representatives. The Outside Sales Representative position is a job that has been currently evaluated and determined to be exempt from the provisions of the Fair Labor Standards Act.

Call for Work

None of the provisions of Article 5 (Call for Work) shall apply to Outside Sales Representatives.

New or Changed Jobs

None of the provisions of Article 6 (New or Changed Jobs) shall apply to Outside Sales Representatives.

Training and Work Assignments

None of the provisions of Article 7 (Training and Work Assignment Selection) shall apply to Outside Sales Representatives. Work and training assignments shall be assigned by the Company to the employee(s) it determines to be qualified and available to perform such work without limitation.

Travel and Business Expense Reimbursement

None of the provisions of Article 9 (Travel Time, Transportation, Travel Expense Allowance, and Temporary Living Expense Provisions) shall apply to Outside Sales Representatives. Employees in Outside Sales Representative positions shall be eligible for reimbursement of approved travel and business expenses, in accordance with the Company's policies, methods and procedures set forth in the Employee Travel and Business Expense Reimbursement policy in effect for non-represented employees and shall be available on the Company's HRxpress website. Receipts and supervisory approvals may be required for certain business and travel expense reimbursement.

Employees in these positions shall be provided a wireless telephone, as determined by the Company, upon successful completion of training at no cost to the employee. The Company shall pay all monthly and non-reoccurring charges for the wireless service, subject to certain terms and conditions on personal usage, reasonable care of the equipment, and geographic areas where Qwest does not provide wireless service. When employees leave the Outside Sales Representative position, all company provided equipment, including but not limited to the wireless telephone and accessories, if any, shall be returned to the Company.

Employees in these positions shall be eligible for approved business related personal vehicle mileage, subject to the Company's policy on Travel and Business Expense Reimbursement. The Company may, without limitation, establish limits on pre-approved business mileage and require personal vehicle insurance provisions and accident reporting requirements. Mileage from an employee's place of residence to his or her Primary Reporting Location (PRP) and return trip home shall not be eligible for mileage reimbursement.

The Company shall, at its sole discretion, have the ability to add, set, modify, change or eliminate its Travel and Business Expense Reimbursement policy, methods or procedures without any requirement that the Company negotiate such changes with the Union, as

long as there is no reduction in overall reimbursement. Any changes to its policy, methods or procedures for reimbursement of travel and business expenses made during the life of the Agreement that result in a reduction in overall reimbursement, shall be agreed to by both the Company and Union.

Vacation, Personal Days, and Holidays

None of the provisions of Article 11 (Vacation, Personal Days and Holidays) shall apply to Outside Sales Representatives. Employees in Outside Sales Representative positions shall be granted time off, in accordance with the provisions of the Company's policies for holidays and paid time off (currently referred to as the Holiday Policy; and Time Off With Pay (TOP) Policy) in effect for non-represented employees applicable at the time and shall be available on the Company's HRxpress website. The Company's time off with pay (TOP) plan is designed to provide employees with the opportunity to take vacation; cover short-term illness; and care for personal commitments.

Regular Full-Time and Part-Time employees working more than twenty (20) hours a week are eligible to begin accruing TOP starting the first of the month following date of hire into these positions. Following this, an employee must be actively employed at least one (1) day during the month to earn TOP accrual for that month. The established TOP year is the calendar year, January 1 through December 31. The amount of TOP a full-time employee accrues on a monthly basis increases with the length of employment, as shown below:

<u>Months of Service</u>	<u>Annual TOP Accrual (Days)</u>	<u>Monthly Accrual Rate (Hours)</u>
<u>Less than 12 months</u>		<u>13.33 hours</u>
<u>13 – 48 months</u>	<u>20 days</u>	<u>13.33 hours</u>
<u>49 – 108 months</u>	<u>25 days</u>	<u>16.66 hours</u>
<u>109 – 228 months</u>	<u>30 days</u>	<u>20 hours</u>
<u>229 or more months</u>	<u>35 days</u>	<u>23.33 hours</u>

The accrual rate for part-time employees regularly scheduled to work twenty (20) to twenty nine (29) hours per week is fifty percent (50%) of the full-time rate; the accrual rate for part-time employees regularly scheduled to work thirty (30) to thirty nine (39) hours per week is seventy five percent (75%) of the full-time rate. Employees regularly scheduled to work under 20 hours per week are not eligible for TOP. Worked overtime hours are not counted for purposes of TOP accrual. TOP can be taken for all hours of the scheduled tour or in one (1) hour increments and is paid at the employee's base rate of pay.

Employees shall request to use TOP time through the process established by their supervisor. TOP may be taken throughout the year in advance of actual time accrued with prior approval from the employee's supervisor. The Company may establish limits on the amount of TOP time employees may use prior to actual time accrued.

The Company shall, at its sole discretion, have the ability to add, set, modify, change or eliminate its Holiday Policy and Time Off With Pay policy without any requirement that the Company negotiate such changes with the Union, as long as there is no overall reduction in holidays and paid time off. Any changes to its policy for holidays and paid time off made during the life of the Agreement that may result in an overall reduction in holidays and paid time off shall be agreed to by both the Company and Union.

Illness Absence and Sickness Payments

None of the provisions of Article 12 (Sickness Payments First Week of Absence) shall apply to Outside Sales Representatives. Employees in Outside Sales Representative positions shall be granted time off, in accordance with the Company's policy for paid time off (currently referred to as Time Off With Pay (TOP)) in effect for non-represented employees applicable at the time and shall be available on the Company's HRxpress website. Employees regularly scheduled to work under 20 hours per week are not eligible for TOP.

The Company shall, at its sole discretion, have the ability to add, set, modify, change or eliminate its Time Off With Pay policy without any requirement that the Company negotiate such changes with the Union, as long as there is no overall reduction in paid time off. Any changes to its policy for paid time off made during the life of the Agreement that may result in an overall reduction in paid time off shall be agreed to by both the Company and Union.

Union Company Relationship

Article 15 (Company Union Relationship), Sections 15.12 and 15.13 shall apply to Outside Sales Representatives, except as follows: Given the need to focus the maximum number of resources on the success of Local Market Sales, the maximum total aggregate time off without pay that may be taken by an employee in this position to handle union business shall be one hundred sixty (160) hours per calendar year, unless otherwise agreed to by both the Company and Union. Sales objectives, targets and quotas shall not be reduced or adjusted as a result of such time off, and that employees in Outside Sales Representative positions shall not be granted unpaid time off to handle union business when the needs of the business prevent such time off.

Article 15, Sections 15.14 through 15.19 shall not apply to Outside Sales Representatives.

Grievance and Arbitration Process

Employees are expected to comply with the all of the Company's corporate policies, Code of Conduct, requirements, and performance standards. Given the work environment and focus on sales, events, and customer contact, additional emphasis shall be placed on

sales, and attendance performance for employees in this position. Unsatisfactory performance in any of these areas shall be taken very seriously. While performance management shall take place and the Company shall make reasonable efforts to train and develop employees in Outside Sales Representative positions, an accelerated process shall occur given the demands of employees in this position. Repeated failure to meet performance expectations, particularly in the area of sales and attendance at key sales functions and events, shall result in termination of employment for employees in this position. In the event an employee in the Outside Sales Representative position is terminated for unsatisfactory performance or violation of any of the Company's policies, requirements, or expectations, the only issue that may be submitted to the ADR or the arbitration process (if the right to ADR or arbitration exists for that employee), is whether the employee failed to comply or meet satisfactory performance standards and expectations. The arbitrator shall have no jurisdiction or authority to review the appropriateness of the discharge penalty.

Employee Classifications

During the life of the Agreement, Outside Sales Representatives will be classified as Regular Full-Time and Regular Part-Time under Article 18 (Employee Classifications). The provisions of Article 18, Sections 18.1, 18.2 (a) and (b), with exclusion of limitations either to RCA or percentage of workforce, and 18.3 shall apply to Outside Sales Representatives. Article 18, Sections 18.4 through 18.21 shall not apply to Outside Sales Representatives.

Force Adjustment and Force Reductions

None of the provisions of Articles 19 (Force Adjustment and Force Reductions) shall apply to Outside Sales Representatives. Employees in Outside Sales Representative positions who are involuntarily terminated shall be provided at least two (2) weeks notice prior to layoff.

Regular Full-Time and Regular Part-Time employees in Outside Sales Representative positions whose employment is involuntarily terminated shall be eligible for a separation allowance based on the following schedule, except for termination for performance, attendance, or misconduct.

Involuntary Separation Allowance

<u>Term of Employment (TOE)</u>	<u>Separation Allowance</u>
<u>Less than 1 Year</u>	<u>2 Weeks Basic Wage</u>
<u>1 Year but Less than 5 Years</u>	<u>4 Weeks Basic Wage</u>
<u>5 Years but Less than 15 Years</u>	<u>12 Weeks Basic Wage</u>
<u>15 Years or More</u>	<u>16 Weeks Basic Wage</u>

Regular employees in Outside Sales Representative positions whose employment is involuntarily terminated shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans as follows:

1. An employee with less than one (1) year of TOE, who is eligible for coverage at the time of termination of employment, may elect to continue such coverage at the employee's expense, for a period of eighteen (18) months following the month in which employment is involuntarily terminated by paying the monthly premium amount.
2. An employee whose TOE is at least one (1) year, but less than five (5) years, will be eligible for coverage, at Company expense, for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months, at the employee's expense by paying the monthly premium amount.
3. An employee whose TOE is five (5) years or more will be eligible for coverage, at Company expense, for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months, at the employee's expense, by paying the monthly premium amount.

The extended medical/dental/vision coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. However, if during the period of any extended medical/dental/vision coverage, as described above, the plans are changed for the Company's non-represented employees who remain on payroll, the same changes shall be applied to persons participating in this extended coverage program.

Employees who are surplus under the provisions of Force Adjustment and Force Reductions of this Addendum shall receive priority consideration for downgrade or lateral placement opportunities through the Post and Bid Process based on TOE provided they meet the basic qualifications to perform the duties Basic qualifications would include any test/skill requirements. However, in some circumstances, the Company may find it necessary to reserve the right to select a candidate that is better qualified in jobs which fall in Wage Scale 4 and above. Such occurrences will be discussed with the Union. Exceptions may be agreed upon at the Bargaining Agent level. Placement in an opening at any Qwest subsidiary will be governed by the staffing guidelines of that subsidiary.

Regular employees in these positions whose employment is involuntarily terminated under the provisions of Force Adjustment and Force Reductions shall be eligible for PATHWAYS, in accordance with the provisions shown in the Letter of Agreement on PATHWAYS.

Lateral Force Rearrangement

None of the provisions of Article 20 (Lateral Force Rearrangement) shall apply to Outside Sales Representatives. The Company shall have the ability to reassign employees in Outside Sales Representative positions within a RCA or to reporting locations in a different RCA than they are currently assigned without limitation, subject to the following:

1. When the Company finds it necessary or appropriate to reassign employees to a reporting location which is outside of their current RCA, two (2) weeks notice shall be provided.
2. In the event reassignment occurs with less than two (2) weeks notice, employees shall be eligible for up to two (2) weeks of business expense reimbursement, as set forth in this Addendum, if the newly assigned reporting location is greater than one hundred (100) miles from the current reporting location.

Post and Bid Process

The provisions of Article 21 (Post and Bid Process) shall apply to employees in Outside Sales Representative positions except, Article 21, Sections 21.3(b)(1)(2)(3)(4)(5)(6); and 21.3(c). The Company shall have the sole discretion to place only those applicants (internal or external) it evaluates as best qualified in to the Outside Sales Representative title, subject only to legal requirements (e.g., non-discrimination laws).

Time in title and time in location requirements for self nomination request eligibility for these positions are as follows:

Time in Title, Time in Location Requirements

<u>Job Title</u>	<u>Time in Title</u>	<u>Time in Location</u>
Outside Sales Representative	24 months	15 months

An employee in this position meets eligibility requirements provided the employee is not on corrective action for any area of performance, including attendance, in his or her current job.

Leaves of Absence

Employees in these positions who are on a Military Leave of Absence shall be paid Average Hourly Rate (AHR) in lieu of their base wage rate while on an approved Military Leave of Absence, subject to the provisions of Article 22 (Leaves of Absence), Section 22.3.

The provisions of Article 22 (Leaves of Absence), Section 22.4 shall not apply to these positions. Employees in these positions shall be required to use any available Time Off With Pay (TOP) for any part of the twelve (12) workweeks of family and medical leave. All available TOP time must be exhausted before an employee is placed on an unpaid leave for any purpose that qualifies for family and medical. Time Off With Pay that is taken for a qualifying reason under the Family and Medical Leave Act will be counted as family and medical leave and charged to the employee's entitlement of twelve (12) workweeks of family and medical leave in a twelve (12) month period.

Medical Work Restrictions

None of the provisions of Article 23 (Treatment of Medically Restricted Employees) shall apply to Outside Sales Representatives. An employee who is unable to perform the functions determined by the Company to be essential to his or her regular job ("essential functions"), with or without reasonable accommodation, as a result of an illness, physical or mental limitation, or off the job injury, shall receive up to thirty (30) calendar days of excused non-paid time. During the 30-day period of excused non-paid time, the employee shall be eligible to seek other available positions within the Company through the Post and Bid Process and if necessary, have eligibility requirements waived. If at the end of the thirty-day period, the employee still cannot perform the essential functions of his or her regular job, the employee will be placed on an unpaid leave of absence for up to four (4) additional months. If at the end of the unpaid leave of absence, the employee is still unable to perform the essential functions of his or her regular job and/or has not found another position in the Company through the Post and Bid Process, the Company will terminate employment.

Wages and Wage Administration

None of the provisions of Addendum 1 (Wage Administrative Practices) shall apply to these positions except Addendum 1, Sections A1.1(d), A1.2(a)(b)(c)(d), and A1.5. Furthermore, none of the provisions of Addendum 7 (Wages) shall apply to these positions. During the life of this Agreement, employees in Outside Sales Representative positions shall be paid the following:

Wages and Target Sales Incentive Compensation

<u>Annual Base Salary Range</u>	<u>Annual</u>
---------------------------------	---------------

<u>Job Title</u>	<u>Minimum</u>	<u>Mid-Point</u>	<u>Maximum</u>	<u>Target Sales Incentive (TSI)</u>
Outside Sales Representative	\$23,100	\$30,000	\$36,900	\$30,000

The Company shall, in its sole discretion, determine the base wage rate for employees hired externally into these positions, based on an individual's education, experience and/or other relevant factors. Employees who transfer into these positions shall be placed at the mid-point of the base wage rate, as shown in this Addendum.

There will be no wage progression increases that are dependent on Term of Employment, and Wage Zone provisions are inapplicable to employees in these positions.

General wage increases, if any, will be applicable to employees in these positions and shall be added to their annual base salary up to the maximum salary range, if such general wage increase was negotiated for occupational employees by the Company and Union in the 2005 collective bargaining negotiations.

The Company may, at its sole discretion, grant a merit wage increase, based on performance, which shall range from zero percent (0%) to five percent (5%), to employees in these positions without any requirement that the Company bargain with the Union regarding such increases. Performance based merit increases, if any, shall be added to the employee's annual base salary up to the maximum salary range.

General wage increases or merit increases, if any, shall be paid in a lump sum amount if such increase(s) when added to the employee's current annual base salary exceeds the maximum for the salary range.

For purposes of transfers in or out of the Outside Sales Representative job title, the applicable base wage top rate shall be used to establish money-to-money wage movement, as shown below.

Money-to-Money Wage Movement

<u>Job Title</u>	<u>Applicable Wage Scale</u>
Outside Sales Representative	Wage Scale 1

Sales Incentive Compensation

The sales incentive compensation plan for Outside Sales Representatives is to recognize and reward employees by providing incentive opportunities in support of the Company's revenue growth and customer retention strategies. Participant's earnings under the sales incentive compensation plan shall be based on the individual's achievement of objectives and targets, as set by the Company. Objectives and targets shall be determined by the Company based on organizational goals and may vary by month, based on needs of the business. The Company shall make Incentive Compensation Pay Schedule(s) available to participants normally by the fifth (5th) business day prior to the beginning of the effective period and shall be available on the HRxpress website under the Compensation category.

The Company shall determine the sales incentive compensation plan, including plan structure, components, and pay schedules without any requirement that the Company negotiate such plans with the Union. The Company may add, modify, change or eliminate any portion of the sales incentive plan after review with the Union but such changes shall not result in a reduction of the Annual Target Sales Incentive (TSI) compensation for these positions, as shown in this Addendum, unless otherwise agreed to by both the Company and Union. Such changes may, at the Company's discretion, apply to individual representatives, a group of representatives, or all representatives.

Letters of Agreement

Addendum 3 (Letters of Agreement) shall apply to these positions, except those titled:

- Expectations Regarding Occupational Dress
- Job Swap Guidelines
- Retiree Health Care
- Health and Wellness Advisory Committee
- Contracting of Work

Employees in Outside Sales Representative positions shall be permitted to sit on Union-Company committees, but sales objectives, targets and quotas shall not be adjusted, and participation in such committees shall be based on needs of the business.

The Company, in its sole discretion, shall establish a dress code policy for employees in Outside Sales Representative positions without any requirement that the Company bargain with the Union regarding such policy. Employees in Outside Sales Representative positions will be required to wear business attire, business casual and either Qwest Branded clothing or other form of Qwest branding, as determined by the Company. A clothing allowance of \$100 annually, per employee shall be provided for Qwest branded clothing

from an available list. The Company may change the clothing allowance without limitation, as long as there is no overall reduction in the allowance, unless otherwise agreed to by both the Company and Union. Any additions, modifications, changes or eliminations of the dress code policy shall be reviewed with the Union prior to its effective date.

Pension and Benefits

None of the provisions of Addendum 8 (Pension Bands) and Addendum 10 (Benefits), shall apply to employees in Outside Sales Representative positions. Employees in these positions will not receive the benefit plan benefits currently provided to existing occupational employees.

Employees in Outside Sales Representative positions will receive the benefit plan benefits (including without limitation, Health Care, Pension, Savings Plan, Disability and Group Life Insurance benefits) provided to the Company's non-represented employees, except non-qualified benefits available only to a select group of highly compensated non-represented employees. Any changes, modifications, or eliminations made to these plans and applicable to the Company's non-represented employees shall also apply to employees in Outside Sales Representative positions without any requirement that the Company bargain with Union regarding such changes, modifications, or eliminations.

General Wage Increase

The Company shall apply the general wage increase(s) if any that resulted in 2005 contract negotiations between the Company and Union to employees in these positions. Such wage increases if any would be applied, in accordance with the wage administrative provisions of this Addendum, effective August 14, 2005; August 13, 2006; and August 12, 2007.

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