

# **AGREEMENT**

**as to**

**WORKING PRACTICES**

**Entered into By and Between**

**THE UNITED TELEPHONE COMPANY**

**OF PENNSYLVANIA--BUTLER DISTRICT**

**and**

**THE COMMUNICATIONS WORKERS**

**OF AMERICA, LOCAL 13000,**

**UNIT 101**

**EFFECTIVE DATE: NOVEMBER 1, 2008**

**EXPIRATION DATE: OCTOBER 31, 2011**



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THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 13000, UNIT 101, hereinafter referred to as "the Union," and THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA-BUTLER DISTRICT, **D/B/A Embarq Pennsylvania, its successors or assigns**, hereinafter referred to as "the Company" do hereby on this 31<sup>st</sup> day of October, **2008**, enter into the following agreement:

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## **ARTICLE 1**

### **Section 1: Recognition of Union**

1. The Company hereby recognizes the Communications Workers of America, Local 13000, Unit 101, as the sole collective bargaining Agent for all employees in job classifications shown in Article XXII and in the wage schedules appended hereto as certified by the N.L.R.B.

### **Section 2: Employees Covered by This Agreement**

1. The privileges of this contract shall apply uniformly to all employees in the bargaining unit unless hereinafter otherwise provided.
2. The Company will provide advance notification to the Union regarding changes to existing or new job classifications. The Union, within fifteen (15) calendar days of receipt of the notification, may request a meeting between Company representatives. During the meeting, both the Company and the Union will present their respective positions on the matter, attempt to negotiate alternatives presented by the Union to resolve any differences, and both parties will make every effort to reach a mutually agreeable settlement. If the parties are unable to reach agreement within (15) calendar days, the matter will be directly pursued to arbitration by the Union. In the interim, the Company will continue with the implementation of the change or new classification.
3. The term "employee" shall mean employees of the Company below the grade of foreman or similar title as listed in the occupational titles in Article XXII.

Section 3: **Jurisdiction of Work**

1. This agreement shall cover all work presently done by employees in the Butler District in job classifications shown in Article XXII and in the wage schedules appended hereto. Supervisory employees will not normally perform work done by members of the bargaining unit, except for:
  - a. Emergencies involving actual or potential interruptions of telephone service, the safety of employees or the public in general.
  - b. Training and instructional purposes.
  - c. Work which is incidental to supervisory duties on a job normally performed by a supervisor even though similar to duties found in bargaining unit jobs.

**ARTICLE 2**

Section 1: **Notification of Authorized Representatives**

1. The Union and the Company shall keep each other currently advised in writing of the names of authorized representatives.

Section 2: **Meetings Between Company and Union Representatives**

1. Meetings between authorized representatives of the Union and representatives of the Company on all matters except grievances shall be held upon five days' written notice by either party, or by mutual agreement.

2. Time spent by authorized representatives of the Union, not to exceed two unless others are excused by the Company, in joint meetings with designated Company representatives which result in an employee's absence from regularly scheduled tours of duty shall be considered time worked and shall be paid for by the Company. The Company shall excuse (2) employees for the purpose of Union contract negotiations for a maximum of five (5) days and shall receive a maximum of eight (8) hours base wage per day.
3. Time spent by Union representatives in negotiations, arbitration, government agency proceedings or for Union business not specifically covered by this agreement shall be considered excused non-paid time.

### **ARTICLE 3**

#### **Section 1: Collection of Union Dues**

1. The Company shall deduct basic Union dues from member employees' wages in such amounts as are specified by the Union, and forward monthly to the Union the amounts so deducted.
2. The Company and the Union shall work out a mutually satisfactory agreement by which the Company will furnish the Secretary-Treasurer of the Union, monthly, a record of those for whom deductions have been made, together with the amounts of such deductions.
3. The present Union dues deduction authorization forms will continue in use until the amount of dues is to be changed. In that event the Union will give adequate notice to the Company and the Union will furnish new authorizations with no amount stated. No subsequent change in the amount of dues will require a new authorization.

## Section 2: Discrimination

1. The Company and the Union shall not discriminate against, interfere with, restrain or coerce employees because of membership, or non-membership, in the Union, or activity in behalf of the Union.
2. The Company and the Union agree that there shall be no unlawful sexual harassment against any employee or person, nor shall there be unlawful discrimination against any employee because of race, color, creed, sex, age, national origin, or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam Era. The parties further agree to take all actions necessary to comply with the Americans With Disabilities Act. Notwithstanding anything to the contrary, where any one clause or Article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act (FMLA) of 1993, and the contract provides for a greater level of benefits than are required under the FMLA, the provisions of the contract shall prevail. In no instance shall the contract diminish any rights guaranteed under the Act. The Company shall have the final discretion with regards to those options where the employer is provided with discretion under the FMLA.
3. In the event the Union, within one month from the date of any alleged violation of Paragraph 1, charges, in writing that an employee has been discriminated against because of membership in or activity on behalf of the Union, a conference shall be held between the Negotiating Committee of the Union and the Chairman of the Company Bargaining Committee in an effort to reach a mutually acceptable adjustment of the disputed matter. If, within a period of one month after receipt by the Company, of the formal charge filed by the Union with the Company, the complaint has not been adjusted to the mutual satisfaction of the Union and the Company, either party may submit the question under dispute to arbitration, as provided in Article XXIV of this Agreement. In order to be reviewed under this Article, all steps must be taken within the time specified. The Company will reimburse



the employee for any loss of wages to which the Arbitration Board finds that the Employee is entitled.

4. Nothing in this Article shall preclude the Union from exercising any rights given to it or its members by law.
5. Employees may examine their personnel records one time per calendar year when such requests are made in writing to the Human Resources Department. Such examination shall take place in the presence of supervisory personnel. The personnel file is Company property and may not be removed from Company premises.

### Section 3: **Bulletin Boards**

1. Bulletin Boards may be purchased, installed and maintained by the Union in locations on Company premises accessible to employees who are Union members. The size, type and number of Bulletin Boards shall be mutually agreed to by the Company and Union and they may be used by the Union for posting notices approved by management.

## **ARTICLE 4**

### Section 1: **Leaves of Absence for Union Work**

1. Service conditions permitting and upon written notice of not less than one (1) week, the Company will grant to an employee time off without pay to attend Union schools, conventions or meetings. No more than two (2) employees will be excused at any one time and no more than one (1) employee from a department will be so excused. Once in any given calendar year, no more than three (3) employees will be excused at one time for not more than two (2) days.

Time spent in arbitration, negotiations or government agency proceedings shall be excluded from the provisions of this section.

2. Additional time off may be granted at the Company's discretion, but any such decision by the Company to grant or deny such time off shall not be subject to grievance or arbitration nor considered as precedent for any subsequent decision.

## ARTICLE 5

### Section 1: Promotion or Transfer of Employees

1. Notices of all job vacancies, when and where determined by the company to exist, will be posted **electronically** to employees for a minimum of **seven (7)** calendar days in a manner determined by the company. The posting will describe the job duties and the qualifications for the position. The company will seek to fill the vacancy from those employees bidding, based upon qualifications as determined by the company. When two or more employees are deemed by the company to have substantially equal qualifications, then the job will be awarded based upon seniority. The company may, at its discretion, require job applicants to take a test or require certification, provided such test/certification is fair, objective and appropriate to the job involved. Notification of the successful bidder shall be provided to the Local 13000, Unit 101 President. **R**

An employee who successfully bids and is awarded a job will be restricted from the bidding process for one year. However, if a job posting does not produce a qualified applicant, then the job may be awarded to qualified restricted employees who have also submitted bids for promotional jobs only. If no qualified employees bids on the job, the company may fill the job at its discretion.

2. The Company may change the permanent reporting location within an established reporting area of the Butler District. In the event new reporting locations are established within the Butler District, the Company agrees to permit qualified employees to volunteer for assignment to new work centers. In the event there are no volunteers, the Company will assign the least senior qualified employees to staff new reporting locations.
  
3. In the event employees are assigned to a reporting location on a short or long term basis outside the Butler District or to a customer location within or outside of the Butler District, the Company, at its discretion, may utilize a program of home garaging. When authorization is given to employees to commute by Company vehicle between their home and assigned work location, the following guidelines will apply:
  - a. Based on the needs of the business, the Company will determine those employees who are eligible to participate in home garaging. Participation in this program is voluntary and may be on a short or long term basis and should not be considered a permanent arrangement.
  
  - b. Employees assigned to a work location within the Butler District will arrive at the work location at the beginning of the scheduled tour and will leave the work location at the end of the scheduled tour unless overtime is required. Management will determine if employees assigned to a work location outside the Butler District will be compensated for travel time required in excess of thirty minutes at the beginning and end of the tour at the appropriate overtime rate or through an adjustment to the start and/or end time of the scheduled tour. Paid time for call out begins when employees arrive at the work site and ends

when the call out is completed. Employees will be compensated for travel time required in excess of thirty minutes at the beginning and end of the tour, provided the actual work time exceeds the minimum time paid per call out. The home garaging procedure will not impact the call out procedure.

- c. On occasion, employees will be required to report to the work center due to a work assignment or meeting.
- d. Employees may receive work supplies and materials at their home.
- e. During off duty hours, Company vehicles must be locked and parked in the most secure location available. Management will determine the location of the vehicle during **PTO** periods. The Company will be responsible for damages incurred due to vandalism, theft and acts of God, providing the vehicle was properly secured. **R**
- f. Routine maintenance and repair of Company vehicles will be coordinated with **management**. Break downs and major repairs will be handled in the most expedient manner. **R**
- g. Under no circumstances will Company vehicles be driven for personal use. The use of a Company vehicle to transport unauthorized passengers, including family members, is not permitted. No alcohol or drugs will be permitted in Company vehicles.
- h. Employees will be covered by Company insurance and worker's compensation for any authorized use of a Company vehicle, including driving to and from Company work assignments on non-paid time.
- i. Employees will adhere to all established safety procedures, motor vehicle regulations and state laws pertaining to the operation of a motor vehicle.

4. At the discretion of management, due to service requirements, employees may be required to work at other Company locations outside the bargaining unit on a temporary basis. Similarly, employees outside the bargaining unit assigned to company work locations may be required to work within the bargaining unit on a temporary basis. The Company will notify the Union regarding such work assignments.
5. The Company shall have the exclusive right to assign any future work which is outside of the franchised area. Assignment of such work will be based on business need.

## **ARTICLE 6**

### **Wage Treatment - Progression and Job Transfer**

1. Scheduled wage increases due an employee which fall between the first and fifteenth of the month will be effective on the first of the month in which the increase is due. Increases, which fall from the sixteenth to the end of the month, will be effective on the first of the following month. Wage increases will be effective on the Sunday nearest the first of the month. When the first of the month is on a Wednesday, the effective date will be the preceding Sunday.
2. No increases shall be made in an employee's rate of pay while on a Leave of Absence or while not at work due to disability or sickness. The increase will become effective upon the employee's return to work.
3. The following procedure governs the change of an employee from one occupational title to another occupational title having a higher maximum rate:
  - a. If the employee's current wage rate is below the minimum rate for the new occupation, his/her rate will be increased to the minimum rate for the new occupation.

- b. If Paragraph (a) does not apply, employees will begin the new occupation at the rate step on the higher wage schedule which is the same or immediately greater than his/her rate of pay on the lower wage schedule.
4. Employees who are permanently reassigned, voluntarily or involuntarily, to a lower rated occupational title will begin the new occupation at the rate step on the lower wage schedule which is the same or immediately lower than his/her rate of pay on the higher wage schedule.
5. When transferred between occupational titles, the interval for the first regular increase shall be six (6) months from the starting date of the new job.
6. The increases provided for in Paragraph 3 (a) and 3 (b) will be granted to the extent that the maximum rate for the new occupation is not exceeded. The employee's new rate shall not exceed the rate he/she would be receiving if he/she had worked continuously in the new occupation since his/her net credited service date. Net credited service date shall mean his/her in-service date with The United Telephone Company of Pennsylvania - Butler District.
7. Employees at the maximum rate in their occupational title and who are temporarily assigned and work for one-half tour (4 hours) in an occupational title with a higher maximum rate shall be paid at the higher rate for the time worked in the classification with the higher rate.
8. Employees who are in progression and who are temporarily assigned and work for one-half tour (4 hours) in an occupational title with a higher maximum rate, shall be paid the hourly rate for their months of service as applicable in the higher occupation's wage schedule for the time worked in the classification with the higher maximum rate.

**ARTICLE 7**

Section 1: **Seniority**

1. Seniority shall be the determining factor in matters affecting layoffs, return from layoff, transfers (excluding transfers to newly created or vacant positions) and **PTO**.

**Seniority for employees hired on the same date will be determined by using the last four digits of the employees' social security numbers with the higher being more senior for employees hired after November 1, 2008.**

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**Seniority for employees hired on the same date will be determined by using the first letter of the employees' last name with the letter closest to "A" being more senior for employees hired on or before November 1, 2008.**

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2. An employee promoted to management who within a period of two years requests to return or is returned by Company initiative to the bargaining unit shall be permitted to do so with all seniority rights accumulated prior to accepting the supervisory position, excepting seniority rights for layoff purposes shall not be accumulative until the employee has been back into the bargaining unit for one year.

Section 2: **Definition of Length of Service**

1. Service shall be determined by the amount of continuous service according to Company records. Such service shall constitute an employee's seniority.
2. Employees who leave the service of the Company and later return to the Company shall have their service bridged after completion of five years of service, provided their original service was for a period of at least six months.

3. Any employee who enters the Armed Services of the United States Government either by the draft or who enlists, with the approval of the Company, shall be given credit for the time **he/she** is in said Armed Service, in computing **his/her** continuous service record, providing upon **his/her** discharge from said Armed Service **he/she** returns to the employ of the Company within ninety (90) days from the date of said discharge, and is physically and mentally capable of performing work.

### Section 3: **Application of Seniority**

1. In those clauses of the contract in which seniority is a factor, there shall be defined therein the proper unit within the Company to which seniority shall be applied.

## **ARTICLE 8**

### Section 1: **Definition of Types of Pay**

1. Base pay shall consist of the employee's rate for forty (40) hours.

### Section 2: **Application of Pay**

1. Overtime, holiday and other premium payments shall be computed on the basis of base pay, unless hereinafter provided. Differential will be included in the computation of overtime pay as provided by the Fair Labor Standards Act.



## ARTICLE 9

### Section 1: Definitions of Tours of Duty and Workweek

1. A basic tour shall consist of eight hours, including relief and excluding luncheon or dinner time, and is a tour to which an employee is assigned in accordance with the procedure provided for in Section 2:1, and Section 2:2 of this Article.
2. Five basic tours shall constitute the basic workweek. The basic workweek may include tours scheduled on any of five (5) days including Saturday and Sunday.
3. The workweek shall commence on Sunday.
4. In order to meet the needs of the business in the most efficient manner, the Company may schedule employees four ten (10) hour work days per week. In the event an employee is unable to work four ten (10) hour days per week due to personal reasons, the Company will make a reasonable effort to provide the employee with an alternate schedule or work assignment. When employees are scheduled to work four ten (10) hour days, the following guidelines will apply:
  - a. Ten-hour tours will normally be 7:00 a.m. to 6:00 p.m. with a one hour lunch period or 7:00 a.m. to 5:30 p.m. with a one-half hour lunch period. Employees will be required to remain at the work site during a one-half hour lunch period.
  - b. The overtime rate will apply to all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week.

- c. **PTO** scheduled and granted during a four ten (10) hour workweek will be reported as 40 hours of **PTO**. **PTO** scheduled and granted during a week in which a holiday occurs will be reported as 32 hours of **PTO** and 8 hours of holiday. Day at a time **PTO** will not normally be granted during a compressed workweek when an overnight stay is required. **R**

**PTO** will be reported as five (5) or ten (10) hours of **PTO** time. Employees with less than 5 or 10 hours of **PTO** time remaining who request a one-half or full **PTO day** will report **PTO** time and excused non-paid time equivalent to 5 or 10 hours. **R**

- d. **Employees who are absent from work due to illness will report 10 hours of PTO**
- e. When a holiday occurs during a four ten (10) hour workweek, the holiday will be paid on a 10-hour basis. Employees required to work on the holiday will be paid time and one-half (1 1/2x) for hours worked in addition to holiday pay.
- f. Tour differential will not be applicable to four ten (10) hour days. The differential applicable to a Temporary Supervisor or to the performance of non-bargaining unit work to assist management will be \$12.50 per tour.

## Section 2: Scheduling of Tours

1. The Company shall post weekly schedules for each employee before midnight of Thursday of the preceding week. Each employee shall be scheduled for five basic tours in each workweek.
2. The Company shall post holiday schedules at least fourteen days before the holiday.

3. When scheduled tours are changed by the Company, with less than twenty-four (24) hour notice to the employee, the employee whose tour has been shifted shall be paid the overtime rate for all hours worked on the shifted tour which are outside the hours that would have been worked on the regularly scheduled tour.
4. Tours may be exchanged by mutual consent of the employee and the Company. In such cases, shifted tour practices shall not apply, and the time between the involved employees' tours need not be nine hours.

### Section 3: **Intervals Between Tours**

1. An employee will not be assigned to work a tour which begins less than nine hours after the completion of his previous tour, except in extreme emergencies.
2. If the interval between the end of one worked tour and the beginning of the next worked tour is less than nine hours, all time worked during the second tour will be compensated for at the overtime rate. The provisions of this paragraph pertain only to scheduled tours and may not be used in conjunction with a scheduled change as provided for in Article 9, Section 2, Paragraph 3 or fatigue time as provided for in Article 10, Section 3.
3. If, through an employee's choice, the period between his tours is less than nine consecutive hours, the Company shall not be required to pay the premium rate as provided for in Section 3:2 of this Article.

## ARTICLE 10

### Section 1: Tour Differential

1. A tour differential shall be paid for all regular hours worked after 8:00 p.m. and before 6:00 a.m. The tour differential for wage **schedule 1 shall be \$1.87 per hour**, for wage schedule 2 shall be **\$2.41 per hour** and for wage **schedule 3 shall be \$2.60 per hour**. Tour differential does not apply to hours of work when premium time (1 1/2x or 2x) is paid.

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### Section 2: Differentials for Employees Temporarily Assigned to Act as Supervisors

1. Employees who are assigned to act as a temporary supervisor shall be paid a \$10.00 per tour differential. A temporary supervisor shall be appointed to replace a management employee who is absent due to **PTO**, disability, training or Company business. Assignment as a temporary supervisor shall not exempt an employee from performing the normal duties associated with his/her classification. Assignment as a temporary supervisor shall not normally exceed a six (6) month period.

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Employees may also be assigned to assist management in the performance of non-bargaining unit work or in a group leader capacity. Such assignments will be made at the discretion of management and will be based on employee qualifications.

Employees who are assigned to such duties will receive a differential of \$10.00 per tour.

### Section 3: Fatigue Clause; Working 16 Hours or More Within a 24-Hour Period - Fatigue Time

1. When an employee, because of service conditions, works non-scheduled hours and the non-scheduled hours worked plus the time worked in the regularly scheduled tour totals 16 hours or more within 24 hours from the start of the regularly scheduled tour, he will be excused and paid the

basic hourly wage rate during a regularly scheduled tour starting on the next succeeding day until eight (8) hours have elapsed from the time of completion of the overtime work. In the event an employee does not receive the full rest period, compensation at one and one-half times the basic hourly rate will be paid for time worked during the rest period.

When an employee is required to continue work beyond 16 hours, he will be paid at one and one-half times the basic hourly wage rate until he stops work or until the start of the next regularly scheduled tour. When the requirement for the eight (8) hour rest period has been satisfied, hours worked during an employee's scheduled tour will be paid at the base hourly rate.

Employees who have worked lesser amounts of overtime may be excused without pay if excused time is requested by the employee but at the discretion of the Company payment may be authorized.

## **ARTICLE 11**

### Section 1: **Overtime Payment**

1. The overtime rate shall be one and one-half times the base rate of pay.
2. The overtime rate shall be paid for all hours worked in excess of a regular eight (8) hour tour or forty (40) hour week, except for hours worked on Sunday as provided for in Section 2 of this Article. **Hours worked for overtime purposes include regular time worked, approved PTO and holidays.** N
3. Overtime work is a condition of employment and employees have a responsibility to work overtime when requested to do so in order to meet service requirements.

Section 2: **Sunday Payment**

Time and one half (1 ½) shall be paid for all hours worked on a scheduled Sunday tour.

When an employee is assigned to school or duty requiring an overnight stay, travel time on Sunday will be paid at the straight time rate. Callout time will be paid at the 1 ½ times rate.

**ARTICLE 12**

Section 1: **Holidays**

The following days are hereby designated as holidays for all employees:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Section 2: **Definitions of Holiday Time**

All time included in tours starting on a Holiday is Holiday Time. No time included in tours starting on the preceding day is Holiday Time, even though the tour ends after midnight.

Section 3: **Holiday Pay**

1. All employees will be paid their base daily wage for each holiday.
2. Employees who work on a holiday, in addition to the base daily wage paid for the holiday, will be paid for all hours worked at the overtime rate.
3. To be eligible for holiday pay an employee must work the full scheduled day immediately before and after the holiday unless his absence on either of such days is excused by the Company.

4. Employees excused not paid for illness on the day before or the day after a holiday will be paid for the holiday.

## ARTICLE 13

### Section 1: PTO

**Paid Time Off (PTO) is a program where an employee manages his/her paid time away from work, however, the Company may impose limitations, which in its opinion, are necessary because of the requirements of the business.**

**PTO hours are provided for all incidental absences from work. The employee must use all available PTO hours before hours can be taken unpaid, except in situations where FMLA-covered absences will exceed five consecutive days or when the absence is Workers Compensation related. In those cases, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose.**

### **Section 2**

**Regular Full-Time employees will earn PTO based on their cumulative length of continuous service as shown in the following schedule. Regular Part-Time employees will earn PTO based on their cumulative length of continuous service and on the basis of hours worked in relation to 2,088 hours per year.**

<u>Length of Service:</u>	<u>Eligibility</u>
0 to fewer than 2 years	16 days
2 years but fewer than 5 years	18 days
5 years but fewer than 15 years	23 days
15 years but fewer than 25 years	28 days
25 years and over	33 days*

**\*Employees with 25 years or more must schedule one (1) week within the first five (5) months of the calendar year.**

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

**Section 3**

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

**Section 4**

The Paid Time Off program includes both Approved PTO and Unapproved PTO. Approved PTO are those hours selected by the employee in accordance with the PTO selection process as outlined in Section 7, or occurs when an employee requests time away from work that is not pre-scheduled, but the Company is able to grant the time off as approved time off. Unapproved PTO occurs when an employee requests time away from work that is not pre-scheduled, and the Company cannot grant the time off as approved time off.

Approved PTO hours are included as part of a regular work week for overtime purposes. Unapproved PTO hours are not included as part of the standard work week for overtime purposes.

**Section 5**

Employees who resign, who are laid off or who are retiring on pension will be given the full unused PTO to which they are entitled to by years of service. Scheduling of PTO shall take into account both the service requirements and employee's preferences according to seniority of the employees. Where service requirements do not permit, an employee may be required to postpone or cancel his or her PTO for the current year. In the event that cancellation of earned PTO time is necessary due to service requirements, the employee will be given the option to reschedule the cancelled PTO time during



the calendar year in which the PTO was originally scheduled. If the employee is unable to reschedule the cancelled PTO during the current calendar year, the employee may elect to receive payment for the cancelled PTO time or, at the employee's discretion, may elect to carry over the cancelled PTO hours into the following year, to be scheduled up to December 31. The decision to either receive payment for the PTO time or carryover the PTO time must be made in the current year in which the PTO time was cancelled. If the employee opts to carry over the cancelled PTO time into the following year, the carryover provisions of Section 6A will apply.

**Section 6**

- A. PTO may not be accumulated from year to year. Employees are encouraged to schedule and take all PTO within the calendar year and may not receive pay in lieu of their PTO allotment. However, due to business needs, an employee may not be able to take all of his or her PTO time in the current year. In these instances, up to 40 hours of carryover will generate automatically for use by December 31 of the following year. Any carryover hours not used by December 31 will be forfeited. If an employee leaves the Company after March 31, they will not be paid for any remaining carryover hours from the previous year, unless state law requires otherwise.
  
- B. Employees absent at the time of their scheduled PTO due to being on Short Term Disability or Worker's Compensation benefits will have their PTO rescheduled when they return to work. If in a calendar year, employees are unable to use their PTO time due to being on Short Term Disability or Worker's Compensation benefits, they will be given the option to either be paid for the unused PTO time they were unable to use, or carryover the unused PTO time until December 31 of the following year. The decision to either receive payment for the PTO time or carryover the PTO time must be made by the employee by December 31 in the year in which the

**PTO time is unable to be used. If the employee opts to carry over the PTO time into the following year, the carryover provisions of Section 6A will apply.**

## **Section 7**

- A. PTO selections will be chosen annually prior to December 31<sup>st</sup> for the following year. Management will discuss PTO availability and selection with the appropriate Union representative for the purpose of complying with employees' wishes to the maximum extent consistent with the maintenance of the Company's work schedules. The Company may determine the number of employees in any group that may be off at the same time. Management's decision will be final in these discussions.**
- B. PTO selections shall be on the basis of full calendar weeks, days or hourly increments. Employees will schedule their PTO time by utilizing the automated PTO scheduling tool. PTO taken a day or days at a time is subject to the following conditions:**
- 1. PTO eligibility notices for the following year will be distributed by the Company prior to November 15<sup>th</sup>.**
  - 2. Initial PTO selections will be done in seniority order allowing each employee to schedule up to three (3) PTO weeks in the first round.**
  - 3. The second round of full week PTO selection will be done in seniority order and will allow the scheduling of the remainder of full weeks' selections.**
  - 4. The third round of PTO selection will be in seniority order and will allow for the selection of remainder of PTO days.**

5. PTO schedules will be posted by the Company after all assignments have been completed, but not later than January 15<sup>th</sup>.
  6. After the posting of the PTO schedule, PTO requests will be honored on a first come, first serve basis.
- C. If a holiday occurs during an employee's PTO selection, the employee will only be required to use PTO for the non-holiday days. Holiday pay will be paid on the holiday itself.
  - D. Employees who are scheduled for PTO and who are unable to use PTO due to sickness, accident, funeral, jury duty, etc., and who notify the Company prior to midnight Saturday immediately preceding the PTO, shall have the PTO rescheduled. A PTO week already started (after 12:01 am Sunday) shall continue as scheduled for one week. However, in the event the scheduled PTO is for more than one week, the weeks in excess of the current week will be rescheduled.

## Section 8

PTO hours earned but unused will be paid out at termination.

## ARTICLE 14

### Professional Wear

1. The Company will pay 100% of the cost. Uniforms will be provided to those classifications which the Company deems appropriate. Color, style and items of clothing will be determined by the Company. Sneakers are not considered acceptable footwear.
2. Replacement of uniform garments damaged through normal wear on the job will be the responsibility of the Company. **Budgetary guidelines for replacement articles will be established by the Company.**

Employees will be responsible for the full Company cost of replacing uniform garments should they be lost, stolen or damaged through neglect.

3. Employees will be required to wear uniforms that are, in the Company's judgement, properly maintained and presentable. Specifically, the uniform must be clean and free from wrinkles, stains or noticeable tears. Daily maintenance of the uniform will be the responsibility of the employee. The wearing of uniforms will be mandatory during all working hours.
4. Newly hired employees will be initially furnished with an allotment of garments determined by the Company.
5. A pin, not to exceed 1 1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. The pin may be worn only on the uniform shirt and will not cover the Company logo.
6. The Company reserves the right to amend, modify or discontinue the Professional Wear Program at its sole discretion.
7. The Company will determine which job classifications will be required to wear safety-toe footwear determined by exposure and need based on PPE analysis. Footwear that is eligible for reimbursement must meet the minimum requirements of the American National Standards Institute (ANSI) Z41.1 standard concerning safety-toe footwear. The ANSI Z41.1 standard divides footwear into three classes based on its ability to meet the minimum requirements for both compression and impact. Safety-toe footwear required for Company use must meet the minimum requirements of Class 75. A Class 75 is capable of supporting a static load of 2,500 pounds with impact strength of 75 foot pounds.

Employees required to wear safety-toe footwear may receive a **\$100.00** reimbursement during each year of the contract. Employees may receive reimbursement by submitting an approved expense report along with a receipt of purchase. **R**

## **ARTICLE 15**

### **Special Rating**

1. The Company may advance, on account of previous experience, the rating of any employee in the progression schedule as shown on Exhibit A hereto attached, and said employee shall thereafter progress from the point in the schedule where placed.

## **ARTICLE 16**

### **Pay Allowances for Absent Time**

#### **Section 1: Jury or Witness Duty**

Any full-time employee who is subpoenaed as a witness, provided he/she is not a party to the proceedings, for all duly constituted Municipal, State and Federal courts, or who is lawfully summoned to serve on jury duty shall be paid by the Company at his base rate of pay, for all time necessarily consumed in performing such service, providing the employee immediately notifies his/her supervisor upon being served with the summons or subpoena. To be eligible for this benefit, employees who are dismissed or released from their subpoena or summons on any day prior to the end of their scheduled tour, shall either report directly for work or immediately contact his/her supervisor for instruction.

## Section 2: Bereavement

In case of a death in an employee's family, a maximum of five (5) consecutive scheduled days will be granted at the basic rate for all hours the employee was scheduled to work. The immediate family will be defined as spouse, **domestic partner**, parents (including stepparents), child (including stepchildren **or child of your domestic partner**), sibling (including stepbrother or stepsister). **R**

In case of death in the family for other covered relatives, a maximum of three (3) consecutive scheduled days will be granted at the basic rate for all hours the employee was scheduled to work. **Other covered relatives include those who are related to you through marriage (step or in-law), or through your domestic partner, will be defined as mother, father, son, daughter, brother, sister, aunt, uncle, niece, nephew, grandparent and grandchild. Excused paid time will not be granted beyond the day after the funeral.** **R**

## Section 3: Military

1. **The Company provides military leaves of absence to employees who participate in military reserve training and involuntary call-ups due to national emergencies and Presidential declarations of military action. The EMBARQ military leave provides pay differential and continued benefits, as well as ensuring that employees' jobs are protected as required by the law. If you take military training leave, EMBARQ will pay the difference between your EMBARQ base pay and military base pay up to a maximum of two workweeks each calendar year for Reserve and National Guard training.** **N**

**If you take military leave based on an involuntary call to active duty due to national emergencies and Presidential declarations of military action, EMBARQ will pay the difference between your EMBARQ base pay and military base pay for up to two years of active duty. In addition, you may continue to receive your Flexible Benefits at the employee cost. Extensions beyond two years will be reviewed on an individual basis.**

**If you are not currently in the Reserves or National Guard, and you volunteer to enlist or reenlist for military service, you will be placed on an unpaid personal leave of absence for the entire time you are away from work. Upon your return to work re-employment rights under USERRA are applicable.**

**Employees who are members of the military reserve must disclose their reserve duty commitment when employment commences or when notified by the military.**

#### Section 4: Leave of Absence

Employees who exhaust Short Term Disability benefits for non-industrial illness/injury may be placed on a leave of absence not to exceed 6 months. If during the leave, the employee provides medical documentation establishing he/she can return to their former position with no restrictions, then the company will determine if an approved vacancy exists in that classification in compliance with Article 5 of this agreement. If the vacant position is to be filled, the employee will be given special consideration for re-employment to his/her former position prior to the posting. Seniority will not accrue during the leave of absence, however, if the employee is re-hired the employee will retain his seniority prior to the leave.

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

## ARTICLE 17

### **Paid Sick Leave**

1. The Company agrees to provide accident and sickness benefits for all regular employees on a non-contributory basis; provided, however, the Company reserves the right to change insurance carriers or to establish other arrangements for accident and sickness benefits, so long as it maintains all present benefit practices, except scheduled benefits. The provisions of the Accident & Sickness Benefits Plan shall govern in all matters pertaining to accident and sickness benefits.
2. Employees qualify for STD benefits when they are participants who cannot work at their usual job due to an illness or injury incurred, either on or off the job; and satisfy the requirements as outlined in this Article.
3. STD benefits begin on the sixth day of illness or injury for participants. Written medical certification shall be required.

**Paid Time Off (PTO)** is provided for all incidental/STD waiting period absences from work. When the absence is Worker's Compensation related and the employee opts to use **PTO** to meet the waiting period, these days will not be reinstated with the eligibility of Worker's Compensation benefit. **R**

- a. The employee is solely responsible for providing medical certification when requested by the Company. The Company may, at its own expense, require a subsequent evaluation or second opinion.
4. Employees do not qualify for STD benefits if:
    - a. they engage in any activity which is inconsistent with the application for STD;
    - b. the physician or counselor is not licensed by the state where treatment is received;



- c. cosmetic surgery is performed except when medically necessary;
  - d. they refuse restricted or light duty assignments that are in compliance with work restrictions while receiving STD benefits; or
  - e. the illness or injury is caused by armed conflict, results from committing a felony or attempted felony occurs while engaging in an illegal activity, or intentionally self-inflicted.
5. If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, resolution of a Workers' Compensation claim, plant/office closure, etc., while the employee is receiving STD benefits, the employee may continue to receive benefits until either the benefits are exhausted or the employee's doctor (or the IME doctor) states the employee can return to work. If employment is involuntarily terminated for just cause, STD benefits may be terminated immediately.
- a. Other Company benefits will cease as provided by each program. The Company may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, or if the employee does not comply with a Company request for an IME.
  - b. Failure to qualify for STD benefits does not preclude application for unpaid leave under the Family and Medical Leave Act (FMLA).
6. An employee may become or remain eligible for temporary restricted STD benefits for a partial schedule if the certifying physician's opinion, or an IME physician's opinion, indicates a return to work in a temporary restricted duty capacity is permissible and the Company is able to accommodate the restrictions. Temporary restricted schedule STD benefits are paid when an employee misses portions of a workday or works a

shortened workweek (partial schedule) due to illness or injury incurred on or off the job.

- a. The restricted duty schedule must be consistent with the business unit's permitted schedules. The duration of the temporary restricted schedule allowed will be at the Company's discretion.
7. Employees released to a full work schedule with work restrictions may be allowed to perform light duty assignments at the Company's discretion. Light duty assignments are permissible provided there is meaningful business unit work available to be performed which does not violate the stated medical restrictions; and the prognosis from the treating physician (or IME) clearly indicates the employee will be able to return to his/her normal job duties within ninety (90) calendar days from the initiation date of light duty.
8. Application for non-occupational injury/illness related STD benefits must be submitted on properly completed Company forms and must be signed as directed. The forms will require a physician's written certification of inability to work to include the specific diagnosis, prognosis, expected date of return and any work restrictions which may apply. Required forms must be submitted within **twenty-two (22) calendar days** of the first day of absence. **R**
  - a. The Company may suspend or deny STD benefits if proper certification is not received within **twenty-two (22) calendar days** from the first day of absence. **R**
  - b. When foreseeable, requests for absences should be submitted at least thirty (30) calendar days prior to the planned absence. In all cases, required forms should be returned as far in advance as possible.
9. The Company, at its own expense, may require a medical examination and certification by a second physician designated by the Company at any time an employee requests STD benefits. If the second medical opinion is

in conflict with the original physician's determination, a third independent medical examination (IME) may be requested by the employee. To obtain an IME, a physician mutually agreed upon between the Company and the employee will be chosen to evaluate the employee's condition. If the IME physician's determination does not support the need for STD benefit, the STD benefit will cease and the employee will be responsible for the IME expense. If the IME physician's determination supports the need for STD benefits, then the Company shall be responsible for the IME expense. An employee's failure to maintain scheduled appointments for a second opinion requested by the Company will result in the suspension of STD benefits.

- a. If the initial disability qualification is not sustained by the second opinion, the employee must return to work unless an IME evaluation is requested, or unless the employee is qualified for an unpaid FMLA leave. Failure to return to work for reasons other than those noted above may result in termination of employment for job abandonment.

10. Benefits may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (**60% or 100**) is a percentage of "base rate pay". Base rate pay for the purpose of determining the appropriate STD benefit will be based on the rate of pay in effect on the last regular scheduled workday prior to cessation of active work. Base rate does not include incentive compensation, overtime, shift differential or other special payments or calculations.

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- a. The STD benefit is either sixty percent (60%) or one hundred percent (100%) of the base rate **up to a maximum of 26 weeks**. The percentage paid is based on the length of service with the Company as **described in the following table:**

If the employee's length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
<b>Six months to less than 1 yr</b>	<b>1 week</b>	<b>12 weeks</b>
<b>1 year of service or more</b>	<b>2 weeks for each complete year of service to a maximum of 26 weeks</b>	<b>26 weeks, less the number of weeks at 100% of Base Salary</b>

- b. **Eligibility for STD benefits will begin upon completion of six (6) months of continuous service with the Company.** A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee works one hundred eighty-two (182) consecutive days after any STD benefit usage.

- c. STD benefits cease when either the employee is released to return to work or benefits exhaust.

11. If you are eligible to receive Workers Compensation benefits under state law and STD benefits under this Plan, your STD benefits will be coordinated with any Worker's Compensation benefits you receive such that the employee will receive the maximum payment available under this plan or the workers' compensation state statute, but not the total sum of both benefits. Your Plan benefits will be limited such that the sum of your Plan benefits and your Workers Compensation benefits will not exceed

85% of your Base Salary, unless otherwise required by state Workers Compensation laws.

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

12. Overpayments occur when the employee is paid more STD benefits than they are entitled to receive. The Company will recover overpayments by offsets against future payments or any other method permitted by applicable law.
  - a. In certain circumstances the Company can recover from other parties for the STD benefits paid. When the Company has these “subrogation rights”, the employee must do anything the Company reasonably asks to protect these rights and help the Company recover from the other party.
13. All other programs or policies including but not limited to occasional sick time, departmental sick time, etc., previously provided are terminated.
14. When non-occupational illness or injury keeps an employee from working at his/her regular work schedule after a return from an STD benefit period, further benefits are paid as shown:

Successive disabilities due to the same cause that are separated by 30 calendar days or less of active full-time employment will be considered one disability. Benefits reset on or after 182 calendar days of active full-time employment.

- a. **PTO**, company holidays, bereavement, jury duty and other excused paid time is included in the one hundred eighty-two (182) benefit reinstatement period. **R**

## **ARTICLE 18**

### **Flexible Benefits Plan**

Effective **January 1, 2009**, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees subject to this agreement in the **Flexible Benefits Plan** as it is applicable to non-represented employees of the Company. The components of the **Flexible Benefits Plan** available to employees subject to this agreement include the following benefit options: Medical, Prescription Drug, Dental, Vision Care, Supplemental Long-Term Disability, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance. The Company agrees to provide eligible employees with Basic Long-Term Disability coverage and to pay the cost for such coverage. **R**

The annual price tags for the medical, prescription drug, and dental coverage options under **Flexible Benefits** will be the same as those applicable to non-represented employees of the Company. On an annual basis, employees will be credited with benefit dollars the same as those applicable to non-represented employees of the Company. **R**

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

As provided in the various Summary Plan Descriptions, **which were presented to the Bargaining Unit**, the Company reserves the right to amend or terminate any one of the various components of the **Flexible Benefits Plan** at any time, including changing the deductible, co-payment and maximum out-of-pocket amounts for certain health care options so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees. R

### Voluntary Benefits Program

Effective **November 1, 2008**, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Critical Illness Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance, Voluntary Medical coverages and Legal Services. R

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

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

## ARTICLE 19

### Section 1: Reimbursement of Incidental Expenses

1. All employees for whom the company authorizes an overnight stay will be required to use the GE Corporate MasterCard or any other “corporate card” as designated by the company for all business travel expenses. Employees will receive reimbursement for authorized expenses by submitting an approved expense report.

The company’s business travel objective is to reimburse employees for reasonable and necessary expenses incurred on behalf of the company. At the same time, the company anticipates its employees to be prudent with company funds and to be cognizant of shareholder value when incurring business travel expenses. All business expense provisions will be managed in accordance with **Embarq’s** Employee Travel and Reimbursement Practice unless specifically mentioned otherwise in the collective bargaining agreement.

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### Section 2: Meal Allowances - Company Sponsored Schools

1. When an employee is assigned to duty or schooling which requires travel away from his/her regularly recognized place of employment, the company will pay the employee on the basis of a regular work week schedule.
2. The per diem allowance will be in accordance with **Embarq’s** Employee Travel and Reimbursement Practice. Employees incurring business travel expenses are responsible to ascertain that the expenditure is for a valid business purpose. Falsification or failure to adhere to these guidelines may lead to disciplinary action up to and including termination. No personal charges are allowed on the GE Corporate MasterCard. Any charges remaining on the card after payment by **Embarq** are the responsibility of the employee.

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3. Expense reports are to be filed within five (5) business days upon return from a trip. All expense reports must include substantiation of the date, time, place and business purpose for the expenditures. Additional substantiation is required for certain business travel expenses such as meals, lodging, airfare, cash expenses, mileage, tolls, rental cars, etc.
4. All authorized and approved 'out of pocket' expenses filed on an expense report will be reimbursed on the employee's next payroll check.
5. For longer trips where air travel would be the normal method, the Company will reimburse an employee who wishes to use a personal vehicle on the basis of the tourist airfare or mileage, whichever is lowest. Employees shall be paid at the straight time rates for normal flight time not to exceed eight (8) hours.
6. The Company will pay for transportation for an employee to return home for one (1) weekend for each two (2) weeks he/she is scheduled to be on assignment, provided the assignment is of at least three (3) weeks duration and the assignment will extend at least one (1) week beyond the weekend visit home.
7. Employees attending a training school that requires the employee to attend on a scheduled holiday shall be paid as if working on the holiday for all hours of attendance at such training.

### Section 3: **Mileage**

1. Employees shall be paid at the Company designated rate for mileage when using their personal vehicle for authorized business purposes.

Section 4: **Telephone Concession Plan**

1. Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for **the Embarq telephone concession plan.**

**It is recognized that the Company has the right to amend, modify wholly or in part this plan, so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.**

**ARTICLE 20**

**Call Out Time**

1. Call out time shall be computed from the time the employee arrives at the appropriate reporting center to the completion of the call out assignment, including return to the reporting center if applicable.
2. All call out time shall be at the overtime rate. For call out from 6:00 a.m. to 12 midnight a minimum of 2 hours will be paid at one and one-half times the basic hourly rate; from 12 midnight to 6:00 a.m. a minimum of 3 hours will be paid at one and one-half times the basic hourly rate. For call outs from 12 midnight to 6:00 a.m. Sunday a minimum of 3 hours will be paid at one and one-half times (1 1/2x) the basic hourly rate. Callouts on Thanksgiving Day, Christmas Day, and New Year's Day shall be paid at two (2.0x) the basic hourly rate for all hours worked.
3. Call out is a condition of employment. Employees are required to be available and accept call out in order to meet service requirements during their designated on call week or to arrange for alternate coverage, except in the case of a personal emergency. The use of an answering machine or a ring, no answer during the on call week will be considered unavailability for call out. If the employee on call fails to respond to the call out, the Company will

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obtain the necessary work force requirements at its discretion.

4. If the employee is called out a second time within the two hours covered by the first minimum payment, those two hours will be considered as fully paid for and no additional payment will be made for that period.

5. **Standby Pay**

An employee may be required to participate in a “standby” program. This program will consist of a 7-day assignment. Employees assigned standby may exchange the assignment with other employees within the job title. In the absence of volunteers for standby, the assignment will be rotational starting with the least senior employee. Employees on “standby” will be available for duty and be able to be reached by a means provided by the Company (i.e. beeper, cell phone) if not at home location. **An employee who fails to respond to a service outage during the assigned standby period will forfeit standby pay for that day in which no response was made. He/she will be paid standby for the remainder of the assigned period.**

**An employee may utilize a company vehicle for travel back and forth to their home while on their 7-day standby assignment.**

An employee on-call will not be expected to work more than six (6) hours on standby in a day. This refers to worked time not paid time.

7-day Standby: Monday 8:00 a.m. through Monday 8:00 a.m. – **The Standby employee will be paid a weekly differential of \$165.00 effective 11/1/08, \$175.00 effective 11/1/09 and \$185.00 effective 11/1/10. Standby differential may be paid on a daily or weekly basis.**

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

Call out time shall be paid with a minimum payment of two (2) hours at the rate of time and one-half if called out after the employee's regular scheduled quitting time and before midnight, and a minimum payment of three (3) hours if called out between midnight and the employee's regular scheduled starting time. This Section does not apply to overtime that is continuous with the employee's regular schedule.

## **ARTICLE 21**

### **Occupational Titles**

1. The Company agrees to furnish the Union with a list of the employees and their occupational titles, and to keep the Union informed of any changes therein.

2. **Occupational Titles**

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Building Maintenance Worker	<b>Customer Services Technician</b>
Business Service Technician	Equipment Installer
Cable Splicer	Facility Layout Technician
Public Access Technician	Network Technician
Construction Technician	

3. It is mutually agreed that informal sales work is a requirement for every employee and that direct sales work is a requirement for all employees in customer contact positions. It is further agreed that the Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services.

## ARTICLE 22

### Procedure for Adjusting Grievances

1. For purposes of this agreement, the term "Grievance" means any complaint or dispute between the Company and the Union or between the Company and any employee concerning the interpretation or application of this agreement or any claim or breach or violation of this agreement or concerning any claim of disciplinary action or discharge taken against an employee without just cause. If any step is not taken within the time specified, unless the delay is caused by the Company, the grievances will be considered as settled.

STEP 1 Grievances shall be presented to the employee's supervisor within ten (10) calendar days after the employee has knowledge of the event. The immediate supervisor shall give his/her answer to the steward within five (5) calendar days after meeting with the employee and/or his/her steward.

STEP 2 If the grievance is not settled in STEP 1, the Union representative may appeal the grievance to the Manager-Employee Relations within fifteen (15) calendar days after receiving the supervisor's answer in STEP 1.

The grievance shall be put in writing and set forth the facts involved, the approximate time of their occurrence, the relief requested and shall be signed and dated by the employee and/ or the Union representative. The Manager-Employee Relations and the CWA International Representative shall arrange a meeting between the Union and the appropriate Company representatives within thirty (30) calendar days of receipt of the Union appeal for a STEP 2 meeting. The Company's answer will be in writing to the Union within fifteen (15) calendar days after the STEP 2 meeting.

Either party to this agreement shall be permitted to call employee witnesses at this step of the grievance procedure.

If the dispute cannot satisfactorily be adjusted in STEP 2, the dispute or grievance may be submitted to arbitration.

2. Nothing in this agreement shall restrict the right of an individual employee to adjust any grievance with the Company, provided such adjustment is not inconsistent with the terms of this agreement and provided a representative of the Union has been given the opportunity to be present. Employees will have the right to Union representation upon request.
3. Nothing in this agreement shall restrict the Company from questioning employees to ascertain information pertinent to the grievance.
4. Any grievance relating to a suspension or discharge must be presented to the Manager-Employee Relations by the close of the fifteenth (15th) calendar day following the day on which such action is taken. Such grievances shall then be processed beginning with STEP 2 of the grievance procedure; the first meeting of the Company and the Union to be held within fifteen (15) calendar days after the filing of the grievance. If, as a result of the processing under the grievance procedure, it is mutually agreed that the disciplined employee has been justly dealt with, then the action shall be final.
5. Where a grievance is not appealed by either party to the next higher step within the prescribed time limits or where a grievance is not presented in the manner provided for, it shall be barred from further proceedings.
6. No extension of time limits as provided for shall be allowed except by mutual agreement of both parties in writing.

7. In the event that the Company believes itself to be the aggrieved party, it shall present its grievance in writing to the Unit 101 President. The committee shall immediately proceed to meet with Company representatives, to effect settlement of the grievance, within fifteen (15) calendar days of receiving the grievance. Unit 101 President shall provide a written response to the designated management representative within fifteen (15) calendar days of said meeting. If settlement of the grievance cannot be reached, the grievance may be submitted to arbitration.
8. In the interest of adjusting grievances at the lowest possible level, settlements of grievances shall not constitute a precedent for settlement of other grievances. A settlement arrived at in the course of the grievance procedure shall be limited to the specific occurrence out of which the grievance arose and to the particular employee or employees for whom the grievance is presented.

## **ARTICLE 23**

### **Arbitration**

1. All grievances which are not satisfactorily resolved in the Grievance Procedure may be submitted to arbitration by either party. For a grievance to be considered for arbitration, the request for arbitration must be submitted, in writing, to the American Arbitration Association within thirty (30) days of receipt of the final written answer to the grievance provided for in the Grievance Procedure.
2. Within ten (10) calendar days after demand for arbitration, the Company and the Union shall attempt to mutually agree upon an arbitrator. In the event the parties fail to agree on an arbitrator within the ten (10) days, the Union shall within five (5) days thereafter request the American Arbitration Association to furnish the parties with a list of seven (7) arbitrators from which the parties shall select an impartial arbitrator. After receiving the list of arbitrators, and within five (5) workdays of its receipt, an arbitrator shall be selected by each party alternately striking from

the list of seven (7) names. The Union, as moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.

3. The jurisdiction and authority of the arbitrator and his opinion and award shall be strictly limited to interpretation of the written provisions of this Agreement. The arbitrator shall have no powers to add to, subtract from or in any way modify the terms of this Agreement.
4. It is agreed between the Parties that the arbitrator's authority in discipline (discharge and suspension) cases is limited to a finding of whether or not there is just cause for discharge or suspension. The arbitrator shall have no authority to issue an award involving back pay when just cause has been found to exist. If the arbitrator finds there was not just cause for discharge or suspension, the employee shall be reinstated with full back pay and benefits for all time lost.
5. Any awards of back wages, including Company benefits, by an arbitrator shall be limited to the amount of **straight time wages at the employee's base rate** the employee would otherwise have earned from his/her employment with the Company during the period involved, less any unemployment compensation or other compensation for **employment** that he/she may have received from any source during that period, **provided that such compensation was not a normal part of the employee's income prior to the imposition of the discipline. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive back pay, benefits, or any other advantage of employment (such as PTOs) for more than eighteen (18) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.**

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Failure on the part of the Union or grievant(s) to strictly abide by the time limits prescribed in this Article shall result in the grievance being deemed to have been dropped. The time limits contained in this Article are to be strictly construed.

6. Each party will bear the expenses of presenting and preparing its own case. Compensation and expenses of the arbitrator shall be borne equally by the Company and Union.

## **ARTICLE 24**

### **Wage Rates**

1. Wage progression schedules, numbered 1, 2 and 4, applicable to all employees are set forth in Exhibit A. These schedules show the number of months in which the employee's current basic hourly rate will be increased and the amount of each increase and the top rate and the occupational title applicable to each schedule.
2. The Company will not reduce the top basic hourly wage rate in effect for the duration of this agreement.
3. All employees shall be paid bi-weekly on the Friday following the two-week pay period in which the work is performed. Direct deposit will be a condition of employment for all employees.

## ARTICLE 25

### Seniority - Layoffs

1. The Company will determine the necessity of reducing work time and the extent of the reduction required. Before any layoff or part timing, contractors performing work normally done by bargaining unit employees will be laid off. It is understood that certain work is not within the scope of bargaining unit employees such as work for which employees are not equipped or trained.
2. Layoffs need not apply to all Job Classifications at the same time, but contract workers in any Job Classification shall be laid off before any employees in that Job Classification.
3. The Company will notify the Union and employees designated for layoff thirty (30) calendar days before the work force reduction occurs. **Effective 11/1/08 through 10/31/09**, senior unaffected employees may be permitted to volunteer for layoff. Multiple voluntary requests will be granted in descending seniority order. **Effective 11/1/09, the ability to volunteer for layoff is no longer an available option.**
4. Employees laid off under the provisions of this Article will be offered the same medical and dental insurance coverage they had at the time of the work force reduction announcement. This coverage will extend to the end of the month in which the employee's last day worked occurs and for one full month thereafter.
5. An employee, who is about to be laid off in the Butler District may request a reassignment in the Butler District **of the same or dissimilar occupational title providing all of the following qualifications are met. The Company will consider, but cannot guarantee, transfer requests outside of the Butler District.**

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- a. The job is vacant and at the Company's option will be filled or the incumbent employee has less company service than the transferring employee. Company service is defined as the System Service date reflected in the employee's current **HR record**. **R**
- b. Transfers may only occur on a lateral or downward basis as determined by the maximum wage rates for the wage schedules involved.
- c. The transferring employee has had previously recognized experience in the job to be filled and was fulfilling the basic requirements of the job when he/she previously vacated the position; except a senior employee may displace a less senior employee in the Building Maintenance Worker occupational title.

The transferring employee can perform, in the judgment of the Company, the basic requirements for competence in the job without additional training or physical restriction.

- d. In all cases, the most senior employee requesting transfer must displace the least senior employee in the occupational title and location to which he/she is requesting transfer. Multiple requests to displace the same incumbent shall be granted on a seniority basis providing all elements of Section 5 are met by all employees requesting transfer.
6. Employees affected by layoff, who elect not to transfer, shall be separated without loss of recall rights and severance pay.
  7. Employees requesting transfer (may indicate multiple choices in order of their preference of jobs previously held) in order to avoid layoff must provide written notification of their intent to the Company within ten (10) calendar days following the layoff notification. The Company shall review their request to determine compliance with Section 5 and shall advise the employee

of the status of their transfer request within twenty (20) calendar days following the layoff notification. Employees not complying with these time frames or not electing to transfer, may not elect to transfer after the expiration of the 10 calendar day decision period specified in this section.

8. Employees who are displaced will be notified and may, if applicable, exercise their rights to transfer under the provision of this Article.
9. Travel and moving expenses resulting from transfer will be the sole responsibility of the transferring employee.
10. Employees temporarily working out of classification or location at the time of a work force reduction will be considered to be within their formal/permanent job title and original reporting center for purposes of this policy.
11. Employees granted transfer under the provisions of this policy will be prepared to report to their new work location/job at the time specified by the Company.
12. Layoff allowance provisions for full-time employees laid off under this Article are as follows:
  - a. An employee with five years of service or less will be paid one (1) week's pay for each continuous year of service, or major portion thereof, including the fifth year of service.
  - b. An employee with more than five years of service, but not more than ten, will receive five (5) weeks of pay plus two weeks of pay for each continuous year of service, or major portion thereof, after the fifth year of continuous service.

- c. An employee with more than ten years of service shall receive 15 weeks of pay plus three (3) weeks for each continuous year of service, or major portion thereof, after the 10th year of continuous service, providing that in no event shall the layoff allowance exceed 52 weeks of pay at the regular rate.
13. Service must be continuous as dated by the system service date. Fractional parts of years amounting to less than 6 months are disregarded. Fractions of 6 months or more are counted as a full year. Layoff allowance applies only to regular, full-time employees, and is paid bi-weekly for a maximum payment of 52 weeks, not to exceed \$45,500.00.
  14. The layoff allowance of a returning employee ceases beginning the first day the employee is scheduled to return to work following recall. If an employee, who has been laid off and paid a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the subsequent layoff(s) is based upon the employee's aggregate length of service minus the number of weeks of layoff allowance paid on a previous layoff(s). The deductible is not applicable after 5 continuous years of reinstatement.
  15. When rehiring in any occupational title following a layoff, the Company will first offer the job to a more senior employee who meets the job's requirements defined in Section 5 and who was transferred from that classification due to the layoff. Refusal by an employee to accept reassignment to his/her pre-layoff position will relieve the Company of the obligation to offer such future assignments to the employee. If there is no such employee who was so transferred, then the Company will offer reemployment to those less senior employees who have been laid off in that occupational classification or who have past experience in that occupational classification in the inverse order in which said employees were laid off.

16. The Company will have fulfilled its obligation hereunder with respect to any laid off employee, by offering reemployment by registered mail addressed to the laid off employee's latest address as shown by the records of the Company. Any such laid off employee must respond within seven (7) calendar days after the date of the offer; otherwise, the laid off employee shall be deemed to have refused reemployment and the Company's obligation under this Article shall be terminated. Unavailability for reemployment within fourteen (14) calendar days after the date of the offer will result in the forfeiture of remaining layoff allowance, recall rights, and any other benefit.
17. Service dates for recalled employees will be reestablished according to Company policy.
18. Recalled employees' benefit coverage will be reestablished based on company policy.
19. The Company shall not be obligated to recall any employee who has been laid off more than nine (9) months. Former employees who are no longer subject to recall may apply for employment with the Company. When an opening occurs, former employees who were laid off will be given consideration for reemployment.

## **ARTICLE 26**

### **Employee Income Protection Plan**

- A. If during the term of this agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion,

employees in the affected job titles and work locations whose age at last birthday and years of continuous service are at least 75 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described in paragraph "B" of this section subject to the following conditions:

1. The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this section.

Neither such determination by the Company nor any other part of this section shall be subject to arbitration.

2. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
3. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such 30-day period.
4. Employees who elect to receive benefits under the provisions of this section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.

- B. Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph "A" shall begin within one month after such employee has left the service of the Company to continue until 48 payments have been made.
- C. For employees who so elect in accordance with paragraph "A", the Company will pay monthly as Employee Income Protection payments, **\$9.00** for each year of continuous service plus 35% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of **\$553.00** per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of **\$26,544**. **R**
- D. In no event shall the total of the Employee Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.
- E. As used in this section, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- F. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of **EMBARQ** Corporation. **R**
- G. In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.
- H. When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this section, the Company may lay off employees as provided under other provisions of this Agreement.



## ARTICLE 27

### **Consolidation of Operations**

1. It is the sole right of the Company to diminish operations, in whole or in part, or to transfer and consolidate operations to any location as circumstances dictate.
2. The Company will not transfer or consolidate operations from Butler to another location without first notifying the Union sixty (60) days in advance of said transfer or consolidation.
3. The Union recognizes that any rights acquired by the employees or the Union under this Agreement shall have no application beyond the term of this Agreement or in any other area of this Company, other than the Butler District.
4. Any employee transferred from the Butler District to another location due to consolidation will not retain the representation of CWA, Local 13000, Unit 101 in the new location. Transferred employees will be subject to the terms of employment in the new location.
5. Employees transferred to another location in Pennsylvania or New Jersey will retain his/her **Embarq** seniority for all purposes in the new location. **R**
6. Opportunity for transfer to the new location within Pennsylvania and New Jersey by employees displaced due to consolidation will be governed by the following provisions:
  - A. Position openings in the new location must be available.
  - B. To qualify for transfer, an employee must have held the occupational title of the available position opening at the time his/her position was eliminated and consolidated to the new location. The employee must also have been performing his/her job in a

satisfactory manner and can perform, in the judgment of the Company, the basic requirements of the available job without additional training or physical restriction.

- C. Available position openings will be offered to qualified employees in descending order of seniority.
- D. Should an operation solely from the Butler Area be consolidated or transferred into another location in Pennsylvania or New Jersey, any available position openings will be offered to the qualified employees of the Butler District in seniority order.
- E. Should operations from the Butler District and other areas of Pennsylvania and New Jersey be consolidated simultaneously or consecutively into a new location, any available position openings will be offered, in order of seniority, to the employees of all the areas being consolidated.
- F. Refusal of an offer to transfer will not effect an employee's right to a severance allowance or recall provided for in the layoff procedure.
- G. The Company's obligation to offer available position openings in the new location will expire one year from the date an employee's position was eliminated.
- H. This article in no way should be construed as a guarantee of continued or future employment.

**ARTICLE 28**  
**PENSION AGREEMENT**

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

**Retirement Pension Agreement**  
**Between**  
**The United Telephone Company of Pennsylvania**  
**and**  
**CWA, Local 13000**

Section 1.        **Embarq Retirement Pension Plan**

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The Company agrees to provide to Covered Members, through the **Embarq** Retirement Pension Plan (the “Retirement Pension Plan”), the benefits hereinafter specified in this Agreement effective **October 31, 2008**. All terms defined in the **Embarq** Retirement Pension Plan shall have the meaning specified therein

unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of United Telephone Company of Pennsylvania – Butler District represented by the Communications Workers of America Local 13000, AFL-CIO, who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

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

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Anything contained in the Retirement Pension Plan to the contrary not withstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between the United Telephone Company of Pennsylvania and CWA, Local 13000 is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.13 (b), Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such termination date and receive the retirement allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life

annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

Section 2.        **Amount of Allowance**

- (a)        The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who retires under Article 3, Retirement Allowance, of the Retirement Pension Plan shall be based on the Covered Member's age in years and completed whole months, job classification and credited service at termination of employment; and date of termination of employment, or normal retirement date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of his credited service, subject to the provisions contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.
  
- (b)        The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is entitled to a deferred vested early retirement allowance as defined in Section 1.16 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.

## ARTICLE 29

### RETIREMENT SAVINGS PLAN

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

**Savings Plan Agreement  
Between  
The United Telephone Company of Pennsylvania  
And  
CWA, Local 13000, Unit 101**

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**Section 1. Embarq Retirement Savings Plan for Bargaining Unit Employees**

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

**Section 2. Employee Contributions**

(a) Basic Contributions

- i. Each Participant shall be allowed to have his wage reduced biweekly up to the appropriate maximum bi-weekly amount specified in **Exhibit B**. Such bi-weekly wage reduction shall be in multiples of \$2 and shall be contributed to the Participant’s account. Such bi-weekly wage reduction shall be known as “Basic Contributions”. R
- ii. The minimum Basic Contribution shall be \$10 for each bi-weekly pay period.

(b) Supplemental Contributions

- i. Each Participant who has had his wage reduced by the appropriate maximum **Basic Contribution** amount in Section 2(a) above shall be allowed to have his wage **further** reduced in multiples of \$2, which amount shall not exceed the amount specified in **Exhibit B**. Such amount shall be known as “Supplemental Contributions”. R

**Section 2 and the Savings Plan Tables in Exhibit B remain in effect until the provisions of Section 2A are implemented.**

**Effective as soon as administratively feasible.**

**Section 2A Employee Contributions**

- (a) **Each Participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to eighty percent (80%) of the Participant's wage on a pre-tax basis. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant's account.**
- (b) **The first six percent (6%) of the Participant's wage made on a bi-weekly basis shall be known as "Basic Contributions". The minimum Basic Contribution shall be one percent (1%) of the Participant's wage.**
- (c) **Participant contributions made in excess of Basic Contributions, contributions greater than six percent (6%) of a Participant's wage, but not to exceed eighty percent (80%), shall be known as "Supplemental Contributions".**

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

(c) Catch-Up Contributions

Effective November 1, 2005, each eligible Participant shall be permitted to make Catch-Up Contributions as defined in the plan document. Upon attainment of age 50, a participant may contribute an additional amount per year to the extent provided by Section 414(v) of the Internal Revenue Code and under procedures established by the **Embarq** Employee Benefits Committee.



**Effective as soon as administratively feasible.**

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

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Section 3.      Company Contributions

- (a)      **During the term of the Agreement expiring October 31, 2011, the Company shall contribute a Company matching contribution equal to twenty-five percent (25%) of the Participant's Basic Contribution.**

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**ARTICLE 30**

**Subrogation**

1.      The Company shall be subrogated to the rights of employees against third parties to the extent that the Company makes payments to or for the benefit of the employees in excess of the Workmen's Compensation Act where an injury is covered by the act and also where an injury arises off the job and the company makes some payment by reason thereof. The employee is not bound to allow suit or other legal processes to be entered in his name for the company if he chooses not to do so. Any expense incident to effecting a recovery under this right of subrogation shall be borne by the Company.

## ARTICLE 31

### **Interpretation and Performance**

1. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provision of this Agreement, or regarding a claim that either party has not performed a commitment of this Agreement, either party will, in writing to the other party, call a conference between the Negotiating Committee of the Union and the Chairman of the Management Bargaining Committee, for the purpose of reaching a mutually acceptable adjustment of the disputed matter. This conference will be held within ten (10) days of the date of such call. If after such a conference the disputed matter has not been adjusted to the mutual satisfaction of the Union and the Company, it may be submitted to arbitration in accordance with the provisions of Article 24.
  
2. It is understood that the company retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility and inherent right to manage the enterprise or any part of it. The rights under this Agreement of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the company retains all rights not specifically limited by the terms of this Agreement. The rights of the company shall include, but are not limited to: the direction and supervision of all business operations and policies, the allocation, assignment or modification of job duties, the establishment of standards for job performance, the scheduling, hours of work and assignment of work, the right to contract out work, the determination of the need for and the qualifications of new hires, transfers and promotions, the disciplining, suspending, demoting or discharging of any employee where the company has met the standard of just cause, the establishment and maintenance of rules for safe and efficient operations, the establishment of procedures to ensure prompt, efficient and courteous service to

customers are vested exclusively in the company subject only to the express limitations of this Agreement.

3. The exercise of any management prerogative, function or right which is not specifically limited by the express terms set forth in this Agreement is not subject to the Grievance procedure.

## **ARTICLE 32**

### Section 1: **Amendments**

1. This Agreement may be amended by mutual consent of the Company and the Union. A proposal to amend by either party shall be submitted to the other in advance of the joint meeting at which such amendment is to be considered.

### Section 2: **Federal or State Laws**

1. If any provisions of this Agreement or its amendments, or the application of such provision to any person or circumstance, is held invalid by any Federal or State Law or the final determination of any Court or authority of competent jurisdiction, the remainder of this Agreement or its amendments, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## **ARTICLE 33**

### **Exceptions**

1. The provisions of this Agreement, except as to occupational wage rates and working hours, shall not apply to any occasional, temporary, or part-time employees, or to regular employees who have not had six months of continuous service with the Company. (An occasional employee is one who normally works less than a basic workweek.)

## ARTICLE 34

### **Duration of Agreement**

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1. This Agreement shall become effective as of **November 1, 2008** and shall continue in effect until midnight, **October 31, 2011**, and thereafter from year-to-year unless terminated by either party at least sixty (60) days prior to the expiration date.
2. Wages will become effective as follows:

**November 1, 2008**

**November 1, 2009**

**November 1, 2010**

## ARTICLE 35

### **Recognition and Incentive Programs**

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The Company may establish recognition and/or incentive programs to honor objectives met by employees. The Company reserves the right to develop, implement, modify or delete such programs. Such programs may include cash payments. These payments may be, but not limited to, individual incentives. It is not the intent of the Company to discipline any employee for not participating in any Recognition/Incentive programs. The Company will notify the Union in advance of any newly developed or modified or expired recognition programs.

**ARTICLE 36**

**Agreement**

This Agreement is entered into between the parties hereto to supersede any and all Agreements and amendments to hereinbefore executed, and all such agreements or amendments to agreements heretofore executed, shall, upon the signing hereof, become null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and by their duly authorized representatives this 31<sup>st</sup> day of October, **2008**. **R**

APPROVED BY:

FOR THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA

/s/ Joseph Basile  
Joseph Basile  
Manager-Employee Labor Relations

/s/ Jennifer Franklin  
Jennifer Franklin  
Human Resources Mgr I

/s/ Dawn Mellick  
Dawn Mellick  
District Mgr Network Svcs

/s/ Stephanie Herron  
Stephanie Herron  
Mgr – Ntwk Engineering

FOR THE CWA, LOCAL 13000, UNIT 101

/s/ Tom Landers  
Tom Landers  
Unit 101 President

/s/ Joe Kopac  
Joe Kopac  
Unit 101 Vice President

/s/ Sam Sena  
Sam Sena  
Unit Representative Branch 3

FOR THE COMMUNICATIONS WORKERS OF AMERICA

/s/ Ameenah Salaam  
Ameenah Salaam  
CWA Staff Representative

**Exhibit A**

Wage Schedule

Schedule 1 (BX1)	Steps	Eff 11/1/08	Eff 11/1/09	Eff 11/1/10
<b>Building Maintenance Worker (UN181)</b>				
	Start	7.74	7.89	8.05
	Step 2	8.56	8.73	8.90
	Step 3	9.46	9.65	9.84
	Step 4	10.44	10.65	10.86
	Step 5	11.55	11.78	12.02
	Step 6	12.76	13.02	13.28
	Step 7	14.10	14.38	14.67
	Step 8	15.58	15.89	16.21
	Step 9	17.21	17.55	17.90
	Top	19.02	19.40	19.79

Wage Schedule

	Steps	Eff 11/1/08	Eff 11/1/09	Eff 11/1/10
<b>Schedule 2 (BX2)</b>				
<b>Construction Technician (CR056)</b>				
<b>Facilities Layout Technician (CL586)</b>	Start	9.92	10.12	10.32
<b>Public Access Technician (UN235)</b>	Step 2	10.98	11.20	11.42
	Step 3	12.14	12.38	12.63
	Step 4	13.42	13.69	13.96
	Step 5	14.85	15.15	15.45
	Step 6	16.43	16.76	17.10
	Step 7	18.18	18.54	18.91
	Step 8	20.10	20.50	20.91
	Step 9	22.24	22.68	23.13
	Top	24.61	25.10	25.60

Wage Schedule

<b>Schedule 3 (BX3)</b>	Steps
<b>Schedule shown for pension purposes only</b>	Start
	Step 2
	Step 3
	Step 4
	Step 5
	Step 6
	Step 7
	Step 8
	Step 9
	Top



Wage Schedule

Schedule 4 (BX4)	Steps	Eff 11/1/08	Eff 11/1/09	Eff 11/1/10
<b>Business Service Technician (UN193)</b>				
<b>Cable Splicer (CR519)</b>	Start	10.68	10.89	11.11
<b>Customer Services Technician (CR059)</b>	Step 2	11.81	12.05	12.29
<b>Equipment Installer (TE279)</b>	Step 3	13.07	13.33	13.60
<b>Network Technician (CR534)</b>	Step 4	14.45	14.74	15.03
	Step 5	15.99	16.31	16.64
	Step 6	17.70	18.05	18.41
	Step 7	19.58	19.97	20.37
	Step 8	21.66	22.09	22.53
	Step 9	23.97	24.45	24.94
	Top	26.54	27.07	27.61



**Exhibit C**

U.T. Pennsylvania - CWA 13000  
 PENSION PLAN  
 FLAT DOLLAR BENEFIT UNITS  
 MONTHLY BENEFIT PER YEAR OF SERVICE

JOB CLASSIFICATION	WAGE	65-70	64	63	62	61	AGES	59	58	57	56	55
				November 1, 2008			October 31, 2009					
1. Schedule 1	BX1	41.00	39.00	36.90	34.90	32.80	30.80	28.70	26.70	24.60	22.60	20.50
2. Schedule 2	BX2	53.10	50.40	47.80	45.10	42.50	39.80	37.20	34.50	31.90	29.20	26.60
3. Schedule 4	BX4	57.30	54.40	51.60	48.70	45.80	43.00	40.10	37.20	34.40	31.50	28.70
4. Schedule 4B	BX4B	58.00	55.10	52.20	49.30	46.40	43.50	40.60	37.70	34.80	31.90	29.00

**Exhibit C**

U.T. Pennsylvania - CWA 13000  
 PENSION PLAN  
 FLAT DOLLAR BENEFIT UNITS  
 MONTHLY BENEFIT PER YEAR OF SERVICE

JOB CLASSIFICATION	WAGE	65-70	64	63	62	61	AGES	59	58	57	56	55
				November 1, 2009			October 31, 2010					
1. Schedule 1	BX1	42.00	39.90	37.80	35.70	33.60	31.50	29.40	27.30	25.20	23.10	21.00
2. Schedule 2	BX2	54.30	51.60	48.90	46.20	43.40	40.70	38.00	35.30	32.60	29.90	27.20
3. Schedule 4	BX4	58.60	55.70	52.70	49.80	46.90	44.00	41.00	38.10	35.20	32.20	29.30
4. Schedule 4B	BX4B	58.80	55.90	52.90	50.00	47.00	44.10	41.20	38.20	35.30	32.30	29.40

**Exhibit C**

U.T. Pennsylvania - CWA 13000  
 PENSION PLAN  
 FLAT DOLLAR BENEFIT UNITS  
 MONTHLY BENEFIT PER YEAR OF SERVICE

JOB CLASSIFICATION	WAGE	63	64	65-70	63	62	61	AGES	60	59	58	57	56	55
		November 1, 2010				TO	October 31, 2011							
1. Schedule 1	BX1	42.90	40.80	38.60	36.50	34.30	32.20	30.00	27.90	25.70	23.60	21.50		
2. Schedule 2	BX2	55.50	52.70	50.00	47.20	44.40	41.60	38.90	36.10	33.30	30.50	27.80		
3. Schedule 4	BX4	59.90	56.90	53.90	50.90	47.90	44.90	41.90	38.90	35.90	32.90	30.00		
4. Schedule 4B	BX4B	59.90	56.90	53.90	50.90	47.90	44.90	41.90	38.90	35.90	32.90	30.00		

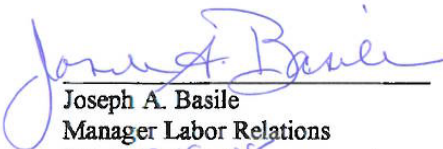


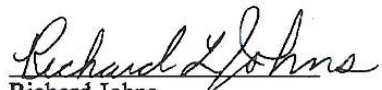
Memorandum of Agreement  
Between  
United Telephone Company of Pennsylvania  
d/b/a Embarq  
and  
Communication Workers of America  
Local 13000

Due to a decline in the workload of the Public Access Technician position, the company and the union mutually agree to modify the Public Access Technician position from a full time bargaining unit position to a part time or regular part time bargaining unit position.

The company will post the part time position both internally and externally and make every effort to fill the position with a qualified candidate. The hours of work will be determined by the company based on the available workload for this position.

Benefits associated with part time or regular part time employment will be applicable based on company policies for part time employees. Personal days and vacation will be determined on a pro-rated basis.

  
\_\_\_\_\_  
Joseph A. Basile  
Manager Labor Relations  
Date: 5-08-08

  
\_\_\_\_\_  
Richard Johns  
Western Region Vice President  
Date: 5-8-08

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