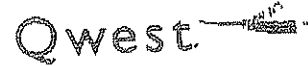


Qwest
1801 California Street Room 4520
Denver, Colorado 80202



Office (303) 896-3767
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Michael G. Lynch
Director - HR & Labor Relations
Corporate Relations

March 12, 2009

Reed W. Roberts
Administrative Director to the Vice President
Communications Workers of America, District 7
8085 East Prentice Avenue
Greenwood Village, Colorado 80111-2745

RE: CREDIT CONSULTANTS - IMPACT OF OCCUPATIONAL JOB ANALYSIS

Dear Reed:

Much discussion has occurred between the Company and Union regarding the Occupational Job Analysis (OJA) for Credit Consultants that was initiated late last year. During this same time, the Mass Markets organization had announced the closure of the Seattle CFS center, effective April 15, 2009, with plans to move the work into the new Regional Customer Contact Centers in Boise, Des Moines and Salt Lake City while adding sales and service functions to these positions.

While the process and administrative provisions regarding the impact of the OJA, based on its outcome, are addressed in Article 6 of the collective bargaining agreement, the Company proposes the following as an alternative approach to implementation of the job analysis for Credit Consultants.

1. The treatment of incumbent employees that hold the job title of Credit Consultant, as of April 15, 2009, and all transferees, newly hired or rehired employees into this job title on or after April 15, 2009, shall be treated in accordance with the terms and conditions of this Letter of Agreement through the life of the 2008 Qwest/CWA Agreement ("the Agreement") and any extensions that the parties may negotiate.
2. **BUSINESS MARKETS GROUP (BMG)** - During the life of the 2008 Agreement, incumbents, transferees, newly hired or rehired employees in the Credit Consultant job title who are part of the BMG Organization shall continue to be assigned weekly basic wage rates, pursuant to Wage Scale M, participate in wage progression, if applicable, and receive general wage increases, if any, that the parties may have negotiated during the life of the 2008 Agreement. The parties agree that job responsibilities and job briefs may change from time to time and are subject to the provisions of Article 6 of the Agreement.
3. **SMALL BUSINESS** - During the life of the 2008 Agreement, incumbents, transferees, newly hired or rehired employees in the Credit Consultant job title who are assigned to support the Mass Markets Small Business Organization with call centers currently located in Grand Junction, CO shall continue to be assigned weekly basic wage rates, pursuant to Wage Scale M, participate in wage progression, if applicable, and receive general wage increases, if any, that the parties may have negotiated during the life of the 2008 Agreement.

While the Small Business Organization has approximately 16 positions in the St. Paul, MN CFS center who are assigned to perform Small Business collections work functions, for purposes of this

Letter of Agreement, and all provisions of the 2008 Agreement, those employees shall be considered to part of the St. Paul Consumer CFS center and subject to the wage administrative provisions of subparagraph 4 of this Letter of Agreement. Such employees shall continue to be assigned, at the discretion of the Company, work functions that support Small Business collections.

However, the parties also agree that during the life of the 2008 Agreement, should the Company deem it appropriate to apply the same provisions of this Letter of Agreement applicable for Credit Consultants assigned to the Consumer Markets Organization to Credit Consultants assigned to support the Small Business Organization, excluding the sixteen (16) positions identified in the immediate preceding paragraph, the Union will not unreasonably withhold their agreement to apply these same provisions to said incumbents, transferees, newly hired or rehired employees. In the event the Union withholds their agreement to apply these provisions, as described in this paragraph, to incumbents, transferees, newly hired or rehired employees who support the Small Business Organization, the parties agree that the outcome of the OJA analysis undertaken in late 2008 shall apply and will be administered in accordance with Article 6. The parties also agree that job responsibilities and job briefs may change from time to time and are subject to the provisions of Article 6 of the Agreement.

4. **CONSUMER CFS CENTERS** – During the life of the 2008 Agreement, incumbents who are in the Credit Consultant job title, as of April 15, 2009, and assigned to support the Mass Markets Consumer Customer Financial Service (CFS) centers, which are currently located in St. Paul, MN and Phoenix, AZ (English and Spanish, a.k.a. COBROS), including any escalation, help desk or other support functions located in either of these centers that may support Consumer and/or Small Business customer segments, shall continue to be assigned weekly basic wage rates, pursuant to Wage Scale M, effective October 12, 2008. Impacted Employees in these locations shall be considered "Red Circled." Impacted Employees who are "Red Circled" under this Letter of Agreement provides for Impacted Employees to retain their hourly basic wage rate, as of April 15, 2009; however, such employees shall not participate in any general wage increases that may have been negotiated by the parties during the life of the 2008 Agreement.

The parties also agree that job responsibilities and job briefs may change from time to time and are subject to the provisions of Article 6 of the Agreement.

- a. Impacted Employees who are "Red Circled" under this Letter of Agreement but who are still in wage progression and have not reached the 60-month wage step of Wage Scale M (effective October 12, 2008), as shown in Attachment A of this Letter of Agreement, shall continue to participate in wage progression step increases until they reach the top of the wage scale, Wage Scale M.
- b. Impacted Employees who are "Red Circled" under this Letter of Agreement but who are still in wage progression, as set forth in subparagraph numbered 4(a) above, shall continue to be "Red Circled" upon reaching the 60-month wage step of Wage Scale M (effective October 12, 2008). Such Impacted Employees shall not participate in any general wage increases or wage scales that may be effective after October 12, 2008 for the life of the 2008 Agreement.
- c. Impacted Employees who are "Red Circled" and placed into other positions under the provisions of Article 19 (Force Adjustment and Force Reductions); Article 21 (Post and Bid Process); or Article 23 (Medical Restrictions), shall move to the new job title and wage scale/wage step applicable to the new position. Wage administration shall be handled in accordance with the wage administrative provisions of Addendum 1 (or other applicable provisions) of the collective bargaining agreement that covers the new position.

d. Transferees, newly hired or rehired employees placed into the Credit Consultant job title, on or after April 15, 2009, in these centers, shall be treated in accordance with the provisions of subparagraph numbered 5 below, for purposes of wage administration and assignment of wage scale.

5. **REGIONAL CUSTOMER CONTACT CENTERS** – Incumbents in the Credit Consultant job title, as of April 15, 2009, whose work location is in a Regional Customer Contact Center, which are currently located in Boise, ID, Des Moines, IA, or Salt Lake City, UT, excluding those incumbents who follow their work from Seattle, as a result of a force adjustment under Article 19, or those employees identified in subparagraph 5(e) below, shall move to newly created Wage Scale MM, as shown on Attachment B of this Letter of Agreement.

a. Impacted Employees shall be placed on the wage step of the new Wage Scale MM that is equal to their current basic wage rate. If there is no equal rate, the employee will be advanced to the next higher rate.

b. The next date of progression increase will be the same as it would have been had the employee remained on the former wage scale.

c. Transferees, newly hired or rehired employees who are placed into Credit Consultant positions, on or after April 15, 2009, shall be assigned to participate in new Wage Scale MM for the life of the 2008 Agreement. Wage administration for these employees shall be in accordance with Addendum 1 of the collective bargaining agreement.

d. Transferees, newly hired or rehired employees who are placed into Credit Consultant positions, on or after April 15, 2009, shall participate in wage progression, if applicable, of new Wage Scale MM.

e. Incumbents who follow their work from Seattle, or employees who transfer prior to April 15, 2009, from positions that are assigned Wage Scale 1 through M, and are placed into Credit Consultant positions located in a Regional Customer Contact Center shall be "Red Circled" and treated in accordance with the provisions outlined in subparagraph numbered 4 above for the life of the 2008 Agreement.

The parties also agree that job responsibilities and job briefs may change from time to time and are subject to the provisions of Article 6 of the Agreement.

6. **COMMITMENT** – Upon execution of this Letter of Agreement by the parties, the Company commits that the St. Paul Consumer Markets Customer Financial Services (CFS) center shall remain open through December 31, 2010, and staffed by Credit Consultants pursuant to the provisions of subparagraphs numbered 4 and 5 above. The Company also commits that the Phoenix Consumer El Centro center, which may support either or both of the Consumer and Small Business bilingual customer segments shall remain open through December 31, 2010. The closure of these two centers, if at all, will not occur prior to January 1, 2011, unless otherwise agreed to by both parties. The parties also agree that job responsibilities and job briefs of employees assigned to work in these centers may change from time to time and are subject to the provisions of Article 6 of the Agreement.

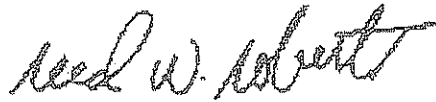
The Company makes no representation or commitment regarding the Phoenix COBROS center or work functions that support Small Business collections, which are located St. Paul CFS center, and are assigned to be performed by Consumer CFS employees.

During the life of the 2008 Agreement, should the Company, at its discretion, plan to close the St. Paul Consumer Markets CFS center or the Phoenix El Centro center, sometime after December 31, 2010, the Company shall review such plans with the Union prior to any announcement of the center's closure.

This Letter of Agreement is considered non-precedential and non-referable.

If this accurately represents your understanding of our agreement, please indicate your concurrency by signing below.

Sincerely,



Concurred: Reed W. Roberts
Communications Workers of America
Date: 3/13/09

WAGE SCALE M
EFFECTIVE OCTOBER 12, 2008

SCALE M

Title List: Center Sales Support Consultant, Credit Consultant, Customer Relations
Specialist, Sales & Service Consultant, Service Representative

Pension Band: Zone 10 Zone 20
 112 112

Effective 10/12/2008

ZONE	10	20
START	\$396.50	\$392.00
6	\$431.50	\$427.00
12	\$470.00	\$465.00
18	\$513.00	\$505.00
24	\$557.00	\$551.00
30	\$606.50	\$599.50
36	\$660.50	\$652.50
42	\$719.00	\$710.00
48	\$783.00	\$773.50
54	\$852.50	\$842.00
60	\$927.50	\$917.00

**WAGE SCALE MM
 EFFECTIVE APRIL 15, 2009**

SCALE MM

Title List: Credit Consultant -- Regional Customer Contact Center

Pension Band:	Zone 10 112	Zone 20 112
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Effective 04/15/2009

ZONE	10	20
START	\$396.50	\$392.00
6	\$431.50	\$427.00
12	\$470.00	\$465.00
18	\$513.00	\$505.00
24	\$557.00	\$551.00
30	\$606.50	\$599.50
36	\$660.50	\$652.50

**WAGE SCALE MM
 EFFECTIVE OCTOBER 3, 2010**

SCALE MM

Title List: Credit Consultant -- Regional Customer Contact Center

Pension Band:	Zone 10 112	Zone 20 112
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Effective 10/03/2010

ZONE	10	20
START	\$408.50	\$403.50
6	\$444.50	\$439.50
12	\$484.50	\$479.00
18	\$528.50	\$520.50
24	\$574.00	\$567.50
30	\$625.00	\$617.50
36	\$680.50	\$672.00

WAGE SCALE MM
 EFFECTIVE OCTOBER 2, 2011

SCALE MM

Title List: Credit Consultant -- Regional Customer Contact Center

Pension Band:	Zone 10 112	Zone 20 112
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Effective 10/02/2011

	10	20
ZONE		
START	\$420.50	\$416.00
6	\$458.00	\$453.00
12	\$499.00	\$493.50
18	\$544.00	\$536.00
24	\$591.00	\$584.50
30	\$643.50	\$636.00
36	\$701.00	\$692.00