

QWEST CORPORATION

SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM

ZIPP VOLUNTARY SEPARATION PAYMENT PROGRAM (VSPP)

&

SURPLUS TRANSITIONAL LEAVE OF ABSENCE (STLA)

Summary of Provisions

Effective October 10, 2008 – December 31, 2008

QWEST CORPORATION
SPECIAL VOLUNTARY SEPARATIONS OPTIONS PROGRAM
ZIPP VSPP
&
SURPLUS TRANSITIONAL LEAVE OF ABSENCE
SUMMARY OF PROVISIONS

The Company has decided to implement a limited voluntary separation incentive program, called the "Special Voluntary Separations Options Program" as an amendment to the Qwest Voluntary Separation Payment Program and the Qwest Involuntary Separation Payment Program. In situations where employees, who are not part of a formal force adjustment declaration and who participate in a ZIPP VSPP offering, as determined by the Company, may be eligible for the following options upon voluntary separation from the Company under this limited program Voluntary Separations Options Program offering. This amendment to the Qwest Voluntary Separation Payment Program and the Qwest Involuntary Separation Payment Program, terminates and ends by its own terms on close of business December 31, 2008.

Eligible Employees may elect one of the following options under the ZIPP VSPP provisions of this special offering:

- **Voluntarily leave the Company with severance payments.**
- **Elect an unpaid leave of absence – Surplus Transitional Leave of Absence (STLA), if eligible.**

The ZIPP VSPP provisions, under the Special Voluntary Separations Options Program, are available to employees in specified job titles and locations in selected business units, as determined in the sole discretion of the Company.

PROGRAM OFFERING

- **Voluntary Separation Payment** – Eligible employees who volunteer to leave the business shall be paid the higher lump sum amount, based on TOE, of the Voluntary Separation Payment Program (VSPP) or Involuntary Separation Payment Program (ISPP), as outlined in Article 19 of the Qwest / CWA Agreement.
- **2009 Entitlements** – Eligible employees who elect to voluntarily leave the Company with severance payments shall be entitled to have their 2009 entitlements (vacation and paid personal days), based on TOE, paid in a lump sum following their employment separation date.
- **Recall Rights** – Employees who elect to voluntarily leave the Company with severance payments may be eligible for Recall Rights for up to two (2) years, pursuant with the provisions of Article 19, Section 19.6(l) of the Qwest / CWA Agreement
- **STLA** – Employees who participate in a ZIPP VSPP offering may elect the Surplus Transitional Leave of Absence (STLA), if eligible, in lieu of separation payments. Employees who are currently service pension eligible (as defined by the Qwest Pension Plan) or within two (2) years of the actual age and/or years of service required for a service pension may take an unpaid leave of absence from active employment for up to two years from the date of the leave commencing. During the leave, Term of Employment (TOE) and Pension Credit Service (PCS) continue to accrue and health care, dental and vision coverage continue on the same terms and conditions as for active employees. ***If you do not know whether you are service pension eligible:*** you must contact the Qwest Service Center at 1-800-729-7526 to ask and to request a pension estimate and a pension kit. Alternatively, you may go online at: HRxpress>Home Page>Qwest Pension Plan to run a pension estimate and request a pension kit. Do not guess or ask your supervisor as this status is determined under only the official terms of the Qwest Pension Plan.

- **COBRA Coverage** – Eligible employees who are not eligible for a service pension and whose employment is voluntarily terminated under this program, shall be eligible for extended coverage under COBRA, at Company expense, less monthly premium contributions applicable by the employee, based on his or her health care coverage election, under the Company's health care, dental and vision plans for a period of six (6) months following the month in which employment ends. The employee may elect to continue such coverage for an additional twelve (12) months at the employee's expense, by paying the monthly premium amount.

DEPARTURE DATE

Eligible employees, who elect to voluntarily leave the employment of the Company under the ZIPP VSPP provisions of the Special Voluntary Separations Options Program of this offering, will have their last day on payroll established by the Company following the employee's acceptance of the ZIPP-VOLUNTARY SEPARATION PAYMENT PROGRAM (ZIPP-VSPP) application form. The Company, in its sole discretion, may establish the employee's last day on payroll without regard to seniority and shall be no later than December 31, 2008.

IMPORTANT ADDITIONAL INFORMATION ON THIS SUMMARY OF PROVISIONS

The information contained in the SPECIAL VOLUNTARY SEPARATIONS OPTIONS PROGRAM – ZIPP VOLUNTARY SEPARATION PAYMENT PROGRAM (VSPP) AND SURPLUS TRANSITIONAL LEAVE OF ABSENCE (STLA) document is for overview purposes only. Please consult the current Qwest/CWA Agreement between Qwest Corporation and Communications Workers of America, effective August 14, 2005, the Tentative Agreement reached October 10, 2008, any Letters of Agreement between the parties (collectively the "Agreement") and the applicable Summary Plan Descriptions (SPDs) for more information regarding the benefits under the Voluntary Separation Payment Program and Surplus Transitional Leave of Absence ("the Programs") that are available to certain employees of the Company who voluntarily leave the employment of the Company or who meet all eligibility requirements for an unpaid leave of absence under STLA.

All provisions of the Special Voluntary Separations Options Program – ZIPP VSPP and STLA are covered by the Agreement and the applicable Plan documents that govern the terms of the benefits and payments applicable under the Plans. In the event of a conflict between this summary of provisions and the Agreement or the Plan documents, the terms of the Agreement or official Plan documents will control.

Each section contained in the Summary of Provisions is topic specific and provides a basic overview of the provisions offered under the Special Voluntary Separations Options Program – ZIPP VSPP Program and STLA. In the event you have additional questions regarding either the Special Voluntary Separations Options Program – ZIPP VSPP or STLA offerings, please consult with your Human Resources or Labor Relations Manager, or if it is related to your eligibility for pension or health care benefits, contact the Qwest Service Center directly at 1 – 800-729-7526.

Special Voluntary Separations Options Program – ZIPP VSPP Benefit Receipt and Timing Application for Other Benefits such as Pension – Please be advised that the Special Voluntary Separations Options Program – ZIPP VSPP operates independently from the requirements for receiving benefits under other Qwest-sponsored benefits from which you may be eligible to receive a benefits, such as the Qwest Pension Plan or the Qwest Savings & Investment Plan. Please consult the SPDs for those specific plans directly, such as the Qwest Pension Plan, the Qwest Health Care Plan, etc., since those plans are governed by their own respective terms and conditions. Specifically, the Qwest Pension Plan requires a participant to request a pension kit a minimum of 30 days *in advance* of their termination date in order for monthly payments to begin the day after the participant's termination date. Please refer to the Q&A on page 7 for more details about the Plan's 30 day notice requirement which cannot be waived.

This is Your Summary of Material Modification (SMM). *The Qwest Voluntary Separation Payment Program is a welfare benefit program. As explained above, the Company negotiated with the Union and based on these negotiations adopted amendments to the Qwest Voluntary Separation Pay Plan (the "Plan") to offer the Special Voluntary Separations Options Program – ZIPP VSPP. This memorandum is intended to serve as a "Summary of Material Modification" (SMM) pursuant to the requirements of Section 104 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").*

This SMM is provided to notify you of a change to the VSPP to provide additional voluntary separations options under the Special Voluntary Separations Options Program – ZIPP VSPP for a limited ten (10) business day window period: any ten (10) day period between October 10, 2008 and December 31, 2008.

Please keep this SMM with your Qwest Voluntary Separation Pay Plan SPD for future reference. If you do not have an SPD you may obtain one by going to HRxpress or by calling your supervisor and asking for a paper copy.

**QWEST CORPORATION ENHANCED ZIPP-VSPP
&
SURPLUS TRANSITIONAL LEAVE OF ABSENCE**

**Supplemented with Additional Special Provisions of the Special
Voluntary Separation Options Program**

SUMMARY OF PROVISIONS

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ZIPP VOLUNTARY SEPARATION PAYMENT PROGRAM (VSPP) UNDER THE SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM

The Special Voluntary Separation Options Program – ZIPP Voluntary Separation Payment Program (ZIPP VSPP) is an offer that will be made to employees in select job titles, locations, and Organizations within specific business units of the Company. ZIPP VSPP affords the opportunity for employees to elect to leave the business voluntarily with a lump sum payment. Employees who are offered, accept, and approved for ZIPP VSPP under the Special Voluntary Separation Options Program are eligible to receive the following:

- The higher amount of: (a) payment of \$1,100 for each year of TOE (prorated for any partial year of service) up to a maximum of \$26,400 but in no event to exceed twice the base annual salary plus applicable differentials; or (b) payment of the Involuntary Separation Payment Program (ISPP), based on TOE, in accordance with the ISPP table shown in Article 19, Section 19.6(G).
- Employees will receive this benefit in the form of a lump sum payment minus applicable taxes and any other legally required withholdings. This payment will be made within 60 calendar days after separation from employment.
- Payment in lieu of unused 2008 vacation and personal days, if any.
- Payment of 2009 entitlements (vacation and paid personal days), based on TOE, at the employee's basic wage rate and TOE as of October 12, 2008.
- PATHWAYS Program (Education and Training Program) eligibility for thirty-six (36) consecutive calendar months beginning on the date following separation from the business.
- Recall rights for a period of two (2) years from the date of the employee's separation, pursuant to Article 19, Section 19.6(I).
- Employees who are service pension eligible (as defined by the Qwest Pension Plan) and who elect to leave the service of the Company as a ZIPP VSPP participant under the Special Voluntary Separation Options Program – ZIPP Voluntary Separation Payment Program (ZIPP VSPP) may receive, in combination with such benefits, distribution of a service pension calculated under the terms of the Qwest Pension Plan.
- Employees who are not service pension eligible and who elect to leave the service of the Company as a ZIPP VSPP participant under the Special Voluntary Separation Options Program – ZIPP Voluntary Separation Payment Program (ZIPP VSPP) may receive, in combination with such benefits, if applicable, the distribution of a vested pension benefit calculated under the terms of the Qwest Pension Plan, if any. These employees shall continue to remain eligible for extended coverage under COBRA for up to eighteen (18) months under the health care, dental and vision benefit options or successor benefit options available under the Qwest Health Care Plan, subject to the Plan's terms and conditions. Eligible employees, who voluntarily separate under the ZIPP VSPP provisions of the Special Voluntary Separation Options Program – ZIPP Voluntary Separation Payment Program (ZIPP VSPP) shall be eligible for coverage, at Company expense, for a period of six (6) months following the month in which employment is terminated in accordance with the terms of the Qwest Health Care Plan. The employee may elect to continue such coverage for an additional twelve (12) months at the employee's expense, by paying the monthly premium amount in accordance with the terms of the Qwest Health Care Plan.

ELECTION PERIOD

With the offer of ZIPP VSPP under the Special Voluntary Separation Options Program, employees will have ten (10) business days to make their decision to either Accept or Decline participation in the ZIPP VSPP offer by completing and returning an Election form. Employees who wish to change their election must do so in writing by completing a new Election form and returning the revised Election form to their supervisor no later than the last date by which to revoke

(10th business day) for it to become effective. Employees may not revoke their decision after the tenth (10th) business day.

Approval of ZIPP VSPP under the Special Voluntary Separation Options Program requests will be granted based on seniority (TOE) and will be limited to the number of reductions needed, based on the needs of the business. Employees who fail to return an Election form within the ten (10) business days will not be eligible to participate in the Special Voluntary Separation Options Program – ZIPP Voluntary Separation Payment Program (ZIPP VSPP).

Q&A

VOLUNTARY SEPARATION PAYMENT PROGRAM (VSPP)

- Q. If I elect the ZIPP VSPP under the Special Voluntary Separation Options Program and am approved to leave with voluntary separation payment, when would my last day on the job be?**

The Company establishes the departure date to leave the employment of the Company and receive benefits under the Program. The earliest departure date may be the day following the last day by which you can revoke your election. Upon approval of your application to participate in the Special Voluntary Separation Options Program – ZIPP VSPP or STLA offers, your supervisor will notify you of your departure date.

- Q. If I resign or am dismissed (for any reason) prior to my departure date, am I still eligible to receive the ZIPP VSPP payment under the Special Voluntary Separation Options Program?**

No.

- Q. If an employee is on short term disability, can the employee elect to take the Special Voluntary Separation Options Program – ZIPP VSPP?**

Yes, but in doing so, the employee gives up, waives, and releases Qwest Corporation and the Qwest Disability Plan from any claim that he or she has now or in the future for any disability benefits (short term and long term) under the disability plans maintained by Qwest and the disability pension benefit under the Qwest Pension Plan.

- Q. Does an employee with less than one (1) year of service qualify for the Special Voluntary Separation Options Program – ZIPP VSPP option?**

The lump sum payment will be prorated for the portion of the year the employee has been on the payroll. However, as with any employee, the employee must be an active employee on the date the Special Voluntary Separation Options Program – ZIPP VSPP election period ends and have a valid Special Voluntary Separation Options Program – ZIPP VSPP Election form timely submitted. If someone leaves prior to the date of departure as set by the Company, the employee is no longer eligible for a separation payment.

- Q. How is the Special Voluntary Separation Options Program – ZIPP VSPP payment taxed?**

The Special Voluntary Separation Options Program – ZIPP VSPP payment is taxed using a flat rate and not based on using individual withholding tables.

- Q. Will I receive unemployment if I leave with the Special Voluntary Separation Options Program – ZIPP VSPP?**

This is determined by applicable state law. Check with your local unemployment office.

- Q. Am I eligible for recall rights if I take the Special Voluntary Separation Options Program – ZIPP VSPP offer?**

Yes, you will have recall rights for up to two (2) years following the date of your departure for Regular Full-

Time and Regular Part-Time job vacancies with the same job title or lateral job titles in the same wage scale, Organization and RCA where you left the employment of the Company under this Program.

Q. Will my pension automatically be paid upon my termination?

No. You must complete and return a Benefit Option Election Form and for the reasons explained below, you may wish to do this as soon as possible. You may obtain this form by requesting a Pension Benefit Kit by accessing HRxpress>Home Page>Qwest Pension Plan using your CUID and password through the pension website at www.qwestpension.com or by calling the Qwest Service Center at 1-800-729-7526 (select option 1, 3).

If you do not know whether you are service pension eligible: you must contact the Qwest Service Center at 1-800-729-7526 to ask and to request a pension estimate and a pension kit. Alternatively, you may go online at: HRxpress>Home Page>Qwest Pension Plan to run a pension estimate and request a pension kit. Do not guess or ask your supervisor as service pension eligible status is determined under only the official terms of the Qwest Pension Plan.

If you are service pension eligible (SPE) and are eligible to receive an unreduced monthly pension, it is especially important that you request a Pension Benefit Kit at least 30 days *prior to* your termination. The Qwest Pension Plan requires a participant to request a pension kit a minimum of 30 days *in advance of* their termination date in order for monthly payments to begin the day after the participant's termination date.

If a kit is requested at least 30 days in advance of your termination, then the Pension Effective Date (the date at which payments are payable) is the day following your termination.

For example, if your last day on the job is October 28, 2008 and you had requested a pension kit on or before September 27, 2008, your Pension Effective Date would be October 29, 2008. If you elect a monthly annuity as your form of benefit, you would receive your first check for the period October 29, 2008 through October 31, 2008 (a partial month) and the month of November on December 1, 2008, assuming you return your pension forms timely and your termination date is reflected in the payroll system.

If you do not request a pension kit at least 30 days in advance of your termination, and you elect a monthly annuity as your form of benefit, the Pension Effective Date is 30 days after your termination date. No pension payment will be payable or made for the first 30 days. For example if your last day on the job is October 28, 2008 and you requested a kit on that day, your Pension Effective Date will be November 27, 2008. You would receive your first check for the period November 27, 2008 to November 30, 2008 on December 1, 2008. Your December pension check will arrive on or around January 1st, and then will be paid monthly thereafter.

If you elect to receive your pension benefit in a lump sum and do not request your kit 30 days in advance of your termination, your Pension Effective Date is also 30 days following your date of termination and the interest rate in effect on your Pension Effective Date is used.

You may request a Pension Benefit Kit up to 180 days in advance of your retirement date. For any questions on your pension, you may call the Qwest Service Center at (800) 729-7526 (select option 1, 3). You may also refer to the Qwest Pension Plan SPD and summaries of material modifications that are posted under the "Info Online" on the Qwest Pension Plan website. You may access these documents through HRxpress or at www.qwestpension.com. You may also call the Qwest Service Center to request that you be mailed copies.

Q. When would I expect to receive my COBRA packet so I can continue health care coverage after I leave Qwest under this Program?

The employee must complete and timely return the COBRA Election Form contained in the COBRA election packet sent to the employee following separation, within sixty (60) calendar days of receipt. For any questions regarding your health care or COBRA, you may call the Qwest Service Center at (800) 729-7526. You may also refer to the Qwest Health Care Plan SPD, summaries of material modifications and other important notices (such as HIPAA) that are posted to HRxpress. You may also call the Qwest Service Center to request that you be mailed copies of these documents if you don't want to download them from HRxpress.

- Q. If I have personal plans that cannot allow me to stay until the Company establishes my departure date and I decide to resign, am I still eligible to receive the voluntary separation payment?**

No. Employees who leave the employment of the Company through retirement, separation, voluntary resignation or dismissal *prior* to the departure date, as established by the Company are no longer eligible for a separation payment.

SURPLUS TRANSITIONAL LEAVE OF ABSENCE **(STLA)**

QWEST CORPORATION OCCUPATIONAL/BARGAINED FOR EMPLOYEES SURPLUS TRANSITIONAL LEAVE OF ABSENCE (STLA) INFORMATION

INTRODUCTION

Qwest Corporation offers the Surplus Transitional Leave of Absence (STLA), an unpaid leave of absence from active employment, so that employees who are at or near retirement can elect to leave the Company and protect their eligibility for a service pension or accrue additional service credit toward their pension benefit. Employees of Qwest Corporation may be eligible for STLA.

- In general, Qwest Corporation STLA must commence no later than October 6, 2012, pending ratification of the Tentative Agreement reached on October 10, 2008, but with respect to individual employees, it is the Company that determines by when an individual's STLA must commence.

This STLA is only available to occupational employees who leave the business due to a declared force adjustment or under the special Letter of Agreement between the Company and CWA, dated September 30, 2008, regarding Special Voluntary Separation Options Program and who meet all eligibility requirements. Those electing STLA under the Special Voluntary Separation Options Program – ZIPP VSPP are **not** eligible for benefits or payments under the Special Voluntary Separation Options Program – ZIPP VSPP, or any other voluntary or involuntary separation programs; that is, STLA is in lieu of separation payments. STLA is an employment policy. It is not an employee benefit plan for purposes of State or Federal law, including but not limited to, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). STLA may be changed or eliminated at any time, and from time to time by the Company subject to the collective bargaining agreement.

ELIGIBILITY

To be eligible immediately prior to commencement of STLA, the employee must be:

- on the active payroll and in a position identified as surplus or identified under the Special Voluntary Separation Options Program – ZIPP VSPP and either,
- currently eligible for a service pension (as defined by the Qwest Pension Plan), or
- within two years of the actual age and/or years of service required for a service pension. (This includes employees within two years of bridging the necessary service.)

The minimum combination for age/service requirements for STLA eligibility, based on the current requirements of the Qwest Pension Plan, is as follows:

If you are	<u>You must have this many years of service (TOE)</u>
Any age	28 years
48 - 52	23 years
53 - 57	18 years
58 - 62	13 years
63 or over	8 years

(Chart illustrates the minimum requirements and does not show all possibilities or the effects of bridging.) If you have experienced any leaves of absence or breaks in service, you should contact the Qwest Service Center at 1-800-729-7526 to ask about your years of service (TOE).

The time on STLA leave counts toward service pension eligibility (as defined by the Qwest Pension Plan) and for computing the amount of service pension. Any reduction for early retirement will apply based on the employee's actual age and service at time of retirement, at the end of STLA.

If an otherwise eligible employee is within two (2) years of a bridge of prior service that would make him/her eligible for a service pension, STLA may be elected; the two years will count for service bridging purposes.

If an employee elects STLA, he or she will not receive any ZIPP VSPP payments under the Special Voluntary Separation Options Program. **Employees are strongly encouraged to seek financial and legal advice *prior to making an election between (1) taking a leave of absence by means of STLA or (2) electing to receive ZIPP VSPP pay benefits under the Special Voluntary Separation Options Program.***

STLA can be elected only if all of the eligibility criteria are met.

HOW A SURPLUS TRANSITIONAL LEAVE OF ABSENCE WORKS

Eligibility criteria must be met on the day the leave begins. A STLA cannot last longer than two years from the date the leave starts (i.e., leave expires by the second calendar date anniversary of the beginning of the leave).

In general, all leaves will commence when designated by the Company but no later than:

- The expiration of the current bargaining agreement (October 6, 2012, pending ratification of the Tentative Agreement reached on October 10, 2008), but with respect to individual employees, it is the Company that determines by when an individual's STLA must commence.

Other conditions in which STLA may expire before the end of the two-year period include:

- If the employee on leave is hired by any Qwest Corporation entity or any former Bell System company and is covered for interchange of benefit obligation, including the Mandatory Portability Agreement or Divestiture Interchange Agreement.
- If the employee on leave designates a date within the two-year period that the STLA is to end.
- In the event of the death of the employee.

ADDITIONAL INFORMATION

Those electing STLA under the Special Voluntary Separation Options Program are not eligible to participate in any other voluntary or involuntary separation programs, regardless of when they are offered. Once an employee elects STLA, participation in other separation programs may not be elected.

STLA may be elected by those employees already in a job-search period.

HOW TO APPLY FOR A SURPLUS TRANSITIONAL LEAVE OF ABSENCE

A Surplus Transitional Leave of Absence application form will be automatically provided to any force-adjusted employee who meets the eligibility requirements or those employees in specified job titles, locations and Organizations under the Special Voluntary Separation Options Program – ZIPP VSPP offer.

- When a force adjustment is declared, STLA will be offered to eligible employees during the period of offering the Special Voluntary Separation Options Program – ZIPP VSPP.
 - Employees receiving the STLA offering will have **five (5) business days (Monday through Friday)** to consider such election, either to accept or decline. Such election may **not** be revoked after the five day period.

- STLA will only be offered once during the ten (10) calendar day window that Special Voluntary Separation Options Program – ZIPP VSPP will be offered.

A copy of the original Application should be faxed to the Regional Force Adjustment Manager at: 1801 California Street, 45th Floor, Denver, CO 80202, at (303) 391-2086. The original Application should be filed in the employee's personnel file and a copy should be provided to the employee.

BENEFITS AND DISCOUNTS WHILE ON SURPLUS TRANSITIONAL LEAVE

Change of Address: You must keep your address information up-to-date by notifying the Regional Force Adjustment Manager and the Qwest Service Center of any address changes as soon as possible.

STLA is an unpaid leave of absence. However, the following benefits will be available to employees on STLA in accordance with the terms and conditions of the employee benefit plans (which are subject to change) **for as long as the benefits continue to be offered and the employee remains eligible**. The descriptions provided below are for overview purposes only. Please consult the official Summary Plan Descriptions or Plan documents for more detail regarding these benefits. To review the SPDs, summaries of material modifications and other important notices (such as HIPPA), they are posted on HRxpress. You may also call the Qwest Service Center ((800) 729-7526) to request that you be mailed copies of these documents. In the event of any conflict between this overview and the official Plan documents, the terms of the Plan documents will control. Qwest has reserved the right to modify, amend or terminate the benefits provided under any of its respective Plans at any time in its sole discretion subject to applicable law and collective bargaining agreements.

The following benefits and discounts will continue during STLA subject to the terms of the plans:

Pension Benefits – In general, the individual on STLA is treated as an “active” employee. However, the employee is not eligible for a disability benefit or an accidental death benefit. During the leave, you may not request a distribution from the **Qwest Pension Plan** (“the Plan”) and you will continue to earn regular pension benefits under the Pension Plan as if you are an active employee. You are not eligible for disability pension benefits at any time after the leave starts.

Death Benefit – If you are eligible for this benefit, it is payable in accordance with the terms of the Qwest Pension Plan. The amount of the benefit was frozen as of February 28, 1993. If you die during the leave, your qualified beneficiaries may be entitled to the sickness death benefit under the Plan (if you otherwise qualify for it), but not the accidental death benefit. Please be advised the Company has reserved its right, in its sole and absolute discretion, to change the terms of the Frozen Death Benefit or eliminate it at any time. Unlike the pension benefits under the Plan, the Frozen Death Benefit is not a vested, accrued or guaranteed benefit under the Qwest Pension Plan.

Basic Group Life Insurance - Company pays the premium for the period of the leave.

Health Care Expenses - Company subsidizes coverage for the period of the leave and the individual is treated as an active employee for purposes of medical, dental, vision and employee assistance plan benefits, and under the same terms and conditions available to active employees, except that contributions, if any cannot be paid for on a pre-tax basis. Employee electing STLA will be required to pay any required employee contribution as well as the premiums for Class II Dependents and/or Sponsored Children. Employees electing STLA will be billed by CONEXIS for these contributions/premiums. CONEXIS will send health care eligibility to the appropriate carrier(s) even if no premium is due. Upon completion of the STLA, the employee may be eligible for health coverage as a retiree subject to the terms of the Health Plan. The employee must contact the Qwest Service Center in advance of the termination of the subsidized COBRA period of coverage to activate coverage as a retiree. Please call the Qwest Service Center for more information on this at 1-800-729-7526.

Long Term Care Insurance - If enrolled in Long Term Care Insurance, employee may continue to participate by paying premiums directly to John Hancock. About 6 weeks after leave begins, John Hancock will begin billing employee for appropriate premiums.

Child/Elder Care Resource and Referral Service is available through the employee assistance program.

Supplemental and Dependent Group Life Insurance - Available at the employee's expense. Payment will have to be made to CONEXIS, as payroll deductions will not be available. A monthly invoice will be issued to the employee by CONEXIS.

Training/Retraining Programs - Employees continue to be eligible for certain educational benefits during the leave, in accordance with the guidelines of the company.

Employee Discounts continue, if the employee is eligible.

The following benefits are suspended during STLA:

Qwest Savings & Investment Plan (QSIP) 401(k) Contributions - Account balances will remain in the Plan until the expiration of the leave; employees may request in-service withdrawals, fund transfers or loans while on leave but may not request total distribution of their accounts. No contributions will be made to the QSIP 401(k) on an employee's behalf during the leave.

Note: If an employee has an outstanding loan from the QSIP 401(k), he or she must continue to repay it during the leave. Employees should contact the Qwest Service Center (1-800-729-7526) to get instructions for making manual loan payments since payroll deduction will not be available.

Dependent Care Spending Accounts - If enrolled in the Dependent Care Spending Account at the time STLA begins, contributions to the dependent care spending account will be suspended. However, employees may continue to file claims on amounts remaining in their account for expenses incurred through the end of the calendar month in which the suspension of contributions occurred.

Health Care Spending Accounts - If enrolled in a Health Care Spending Account at the time STLA begins, an employee may elect to continue participation on an after-tax basis under the provisions of direct bill. CONEXIS will send the employee a billing invoice each month. Employees considering this option should consult a financial advisor. If not continued on an after-tax basis, only those expenses incurred through the end of the month in which active employment ended and the leave begins may be eligible for reimbursement.

Disability Benefits – Employees on STLA may not receive or become entitled to any disability benefits (short term or long term disability benefits) at any time after the leave starts.

Plans and Benefits May Change. Since Surplus Transitional Leave of Absence is designed to enable employees to attain service pension eligibility, it is anticipated that an employee will retire at the end of the leave and will be offered the retirement benefits available at that time. However, please be advised the Company has reserved its right, in its sole and absolute discretion, subject to applicable law, to change modify or amend the terms of all of the Qwest-sponsored employee benefit plans with respect to all classes of participants, active and retired.

AMENDMENTS TO STLA PROGRAM

The Surplus Transition Leave of Absence Program is subject to amendment or termination by Qwest, at any time, and from time to time, in its sole discretion subject to applicable law and collective bargaining agreements. Any decision to change or terminate the STLA program will apply to any employees who have not yet started an approved STLA.

NOTE: **This description is for overview purposes only. Please consult the official policies, Summary Plan Descriptions, or Plan documents for more detail regarding these benefits. In the event of any conflict among these documents, the terms of the Plan documents control. Qwest may, at its discretion, modify, amend or terminate the benefits provided under any of the programs described in this summary at any time.**

Surplus Transitional Leave of Absence (STLA) is offered to employees in the force adjustment group who are Service Pension Eligible (SPE) or who will become SPE within 2 years of the surplus resolution date. This unpaid leave allows the employee an opportunity to reach his/her service pension eligibility date or accrue additional service credit towards his/her pension benefit. An employee accepting STLA remains in an unpaid status and continues to be eligible for benefit programs (i.e. Pathways, health benefits, service accrual, etc.) until the leave ends, at which time the employee is separated from the business.

ELECTION PERIOD

With the offer of STLA to eligible employees, there is a specific election time period that employees will have to either accept or decline the offer.

- Five (5) Business Days - (Monday through Friday)

Approval of STLA requests will be granted in order of seniority (TOE) and will be limited to the number of reductions needed. At the end of the election timeframe, employees who have accepted and been approved for STLA will be considered 'resolved' for this force adjustment and no additional surplus provisions will be afforded to them. Employees who accept or decline STLA may not revoke their election following the five (5) day period.

NOTE: Those electing STLA under the Special Voluntary Separation Options Program – ZIPP VSPP are **not** eligible for Voluntary or Involuntary Separation Plans – STLA is offered 'in lieu of any separation payment.

Q&A **SURPLUS TRANSITIONAL LEAVE OF ABSENCE** **(STLA)**

Q. Which Companies are participating in STLA for occupational employees?

Qwest Corporation only, through October 6, 2012, pending the ratification of the Tentative Agreement reached on October 10, 2008.

Q. If an employee elects to take STLA, what will happen if STLA is changed or eliminated in the future?

Once approved, STLA will be honored by the Company up to the 2-year period as allowed regardless of future policy changes.

Q. What are the eligibility requirements for STLA?

Occupational employees must be on the active payroll and in a position identified as surplus. You must be currently service pension eligible, within two years of becoming service pension eligible or within two years of bridging the service necessary to reach service pension eligibility. If you do not know whether you are service pension eligible (which is specifically defined by the Qwest Pension Plan, please contact the Qwest Service Center at 1-800-729-7526.

Q. If I'm already service pension eligible, why would I want to take STLA?

You may wish to consider this option in order to accrue additional Pension Calculation Service (PCS) used in the calculation of your pension benefit and to reduce or eliminate the adjustment if you are under age 55 with less than 30 years of service. You may wish to seek financial advice regarding this important decision. The Company cannot provide advice to you on this personal decision. However, in making this important decision, you should compare the estimated value of the loss in pension benefits you are currently eligible to receive to the value of the pension benefit you would receive if you elect STLA to eliminate any early retirement reduction applied to your pension benefit.

Q. How Do I Determine Whether I Should Elect STLA Or the Special Voluntary Separation Options Program – ZIPP VSPP option?

You should seek financial planning advice regarding this important decision. The Company cannot provide advice to you on this personal decision. However, we believe that in making this important decision, you should compare the estimated value of the pension benefit you would receive if you elect to receive the payment under the Special Voluntary Separation Options Program – ZIPP VSPP option to the value of the pension benefit you would receive if you elect STLA and meet Service Pension Eligibility criteria.

- Q. If my group was surplus or offered ZIPP VSPP under the Special Voluntary Separation Options Program and my service is pending a 3 year bridge would the 2 years of STLA still count towards my time of service for bridging purpose?**

Yes, if your service has not bridged but you have completed at least one year towards your three year service bridge, you can elect STLA if you meet the surplus criteria and the service bridge will make you service pension eligible.

- Q. Can I elect STLA if I accept employment outside of Qwest?**

STLA must begin before starting outside employment. You may work for a supplier or a competitor of Qwest Corporation as long as you receive approval from the Conflict of Interest Office for your specific case and you adhere to the Qwest Corporation Code of Business Conduct. However, if you are hired by any Qwest Corporation entity or any former Bell System company and are covered by the Mandatory Portability Agreement (MPA) or Divestiture Interchange Agreement (DIA), your STLA will cease on the date of hire, and you are subject to the terms of your employment. Your employment in your new position is subject to the terms and conditions of such employment. There is no guarantee if you later terminate from the new position that you will be offered STLA or any voluntary or involuntary separation program.

- Q. If an employee is granted STLA and the force adjustment has not yet resolved for the remainder of the group, can he/she continue to apply for positions through the Post and Bid process?**

No, the employee would be considered 'resolved' in the force adjustment and is committed to begin his/her STLA leave upon the surplus resolution date.

- Q. Once STLA begins, can an employee continue to apply for future job openings?**

Yes, but the employee does not have priority placement status. If the employee is placed and subsequently can't pass training or can't meet performance standards, the employee will be terminated and will not return to a force surplus or STLA status. Keep in mind, that if you are selected for any type of position, your STLA status will end. If you are brought back from leave and you return to work at Qwest in a new position, your STLA ends. Your employment in your new position is subject to the terms and conditions of such employment. There is no guarantee if you later terminate from the new position that you will be offered STLA or any voluntary or involuntary separation program.

- Q. How long do I have to determine if I want to take advantage of this leave opportunity?**

Employees receiving the STLA offer will have five (5) business days (Monday through Friday) to either accept or decline the offer. Such election may not be revoked after the five day period.

- Q. How do I determine when my leave will begin and end?**

The STLA start date is the first calendar day following the end of your surplus period or may be as early as the day following your last date by which to revoke your election of STLA. The end date can be no longer than 2 years from your start date and no sooner than your pension eligibility date.

- Q. Can I take both STLA and a separation payment under the Special Voluntary Separation Options Program – ZIPP VSPP, VSPP, ISPP, or other separation payments)?**

No. Under the Special Voluntary Separation Options Program – ZIPP VSPP, STLA is in lieu of all and any other separation payments.

- Q. What happens to my benefits while I am out on STLA?**

STLA is an unpaid leave of absence policy. It is not an employee benefit plan under ERISA or any other law. However, the following benefit plans will be available to employees on STLA **for as long as the benefits continue to be offered and the employee remains eligible, subject to the terms of the respective plans.** The descriptions provided below are for overview purposes only. Please consult the official Summary Plan Descriptions or Plan documents for more detail regarding these benefits. In the event of any conflict between this overview and the official Plan documents, the terms of the Plan documents will control. **Qwest has reserved the right to modify, amend or terminate**

the benefits provided under any of its respective Plans at any time in its sole discretion subject to applicable law and collective bargaining agreements.

Your **medical, dental, and vision** benefits continue to be subsidized by Qwest Corporation during the leave, the same as for an active employee. **Group Life Insurance** continues during the leave. If you elect to continue **Supplemental, Dependent and Long-term Care Insurance** you will be billed by Qwest or its designate. You may not contribute to **Dependent Care Spending Accounts** while on STLA; however, you may continue to file claims on amounts remaining in your account for expenses incurred through the end of the calendar month in which the suspension of contributions occurred.

Health Care Spending Accounts will only be available (under the provisions of direct bill) on an after-tax basis; if you do not elect to continue to participate in the health care spending account, only those expenses incurred through the end of the calendar month your active employment ended may be eligible for reimbursement. **Savings Plan** contributions will cease; you may request withdrawals, fund transfers or loans while on leave but may not request total distribution of your account. During the leave, you may not request a distribution from the **Pension Plan** and you will continue to earn regular pension benefits under the Pension Plan as if you are an active employee. You are not eligible for short term or long term disability benefits at any time after the leave starts. If you die during the leave, your beneficiaries may be entitled to the sickness death benefit under the Pension Plan (if you otherwise qualify for it), but not the accidental death benefit. You will continue to be eligible for **educational benefits** during the leave, in accordance with the guidelines of the company you work for. **Telephone concession/Employee Discount Plan** continues, if you are eligible.

Q. If I have a service anniversary while I am out on STLA, will I receive my service award?

If you become eligible for a service award while you are on STLA, you will receive the award while you are on leave.

Q. If I take STLA, what happens to my unused vacation and other paid days off?

You will be paid for any unused vacation and/or personal days you would have earned prior to the start of your leave. You will not receive vacation during the leave.

Q. If I elect STLA, will I be eligible to receive unemployment benefits?

Eligibility for unemployment benefits is determined by state law. You are advised to consult your local state unemployment office.

Q. What happens to my benefits when the leave is over?

Your employment status will be changed to "terminated – retired " at the end of the leave and you will be eligible for distribution of your retirement benefits (Pension Plan and Savings Plan) and other coverage which may be available at that time. Continued vision coverage will be offered under the provisions of COBRA.

Q. Is my retirement automatic at the end of STLA and will my pension automatically be paid upon my termination?

No. You must complete and return a Benefit Option Election Form and for the reasons explained below, you may wish to do this as soon as possible. You may obtain this form by requesting a Pension Benefit Kit by accessing HRxpress>Home Page>Qwest Pension Plan using your CUID and password through the pension website at www.qwestpension.com or by calling the Qwest Service Center at 1-800-729-7526 (select option 1, 3).

If you are service pension eligible (SPE) and are eligible to receive an unreduced monthly pension, it is especially important that you request a Pension Benefit Kit at least 30 days *prior to* your termination. The Qwest Pension Plan requires a participant to request a pension kit a minimum of 30 days *in advance* of their termination in order for monthly payments to begin the day after the participant's termination date.

If a kit is requested at least 30 days in advance of your termination, then the Pension Effective Date (the date at which payments are payable) is the day following your termination.

For example, if your last day on STLA is September 26, 2008 and you had requested a pension kit on or before August 28, 2008, your Pension Effective Date would be September 27, 2008. If you elect a

monthly annuity as your form of benefit, you would receive your first check for the period September 27, 2008 through September 30, 2008 (a partial month) and the month of October on November 1, 2008, assuming you return your pension forms timely and your termination date is reflected in the payroll system.

If you do not request a pension kit at least 30 days in advance of your termination, and you elect a monthly annuity as your form of benefit, the Pension Effective Date is 30 days after your termination date. No pension payment will be payable or made for the first 30 days. For example if your last day on STLA is September 26, 2008 and you requested a kit on that day, your Pension Effective Date will be October 25, 2008. You would receive your first check for the period October 25, 2008 to October 31, 2008 on November 1, 2008. Your November pension check will arrive on or around December 1st, and then will be paid monthly thereafter.

If you elect to receive your pension benefit in a lump sum and do not request your kit 30 days in advance of your termination, your Pension Effective Date is also 30 days following your date of termination and the interest rate in effect on your Pension Effective Date is used.

You may request a Pension Benefit Kit up to 180 days in advance of your retirement date. For any questions on your pension, you may call the Qwest Service Center (select option 1, 3).

Q. What compensation will be used to calculate my pension for the period of time that I am on the STLA?

The "pension band" in effect for your job title at the time the leave started will be used to calculate your pension benefit and the actual band rate will be used on the date of your retirement. (See the Collective Bargaining Agreement, Addendum 8 for pension band and rate information.)

EXTENDED MEDICAL/DENTAL/VISION COVERAGE (COBRA)

COBRA is a program that allows employees who receive VSPP or ISPP separation payments to maintain their medical coverage under the Qwest Health Care Plan for up to 18 months after separation from the business.

NOTE: Coverage under COBRA is not automatic. To exercise this option, the employee **must complete and submit a COBRA election form** even if he/she is only interested in the Company subsidized portion. The COBRA election period is very specific and can only be applied for within the timeframe indicated in the COBRA packet. Please be cognizant of the time sensitivity of these materials.

Duration of Subsidized COBRA for Voluntary Separation: COBRA premium payments may be subsidized by the Company under the Special Voluntary Separation Options Program – ZIPP VSPP based on the following schedule:

An employee with any length of service (TOE)	6 months at Company's expense
	12 months at employee's expense

Employees who are Service Pension Eligible (as defined by the Qwest Pension Plan) and elect retirement in conjunction with the Special Voluntary Separation Options Program – ZIPP VSPP, will be eligible to elect the subsidized COBRA coverage and prior to the expiration of such coverage, should contact the Qwest Service Center to elect coverage under the applicable retiree health care benefit plan option: 1-800-729-7526.

Q&A
EXTENDED MEDICAL/DENTAL VISION COVERAGE (COBRA)

Q. Does COBRA automatically take effect following the employee's separation under force adjustment or the Special Voluntary Separation Options Program – ZIPP VSPP?

No. When an employee leaves the payroll, his/her health care coverage continues until the last day of the calendar month in which he/she is separated, at which time the coverage WILL automatically expire.

At that time, the employee will be mailed a COBRA election form. The employee MUST complete and return this COBRA application, within the specified time period, even if he/she is only interested in the Company paid period of coverage. If you do not receive a COBRA application form, please call the Qwest Service Center to request one ((800) 729-7526.)

Q. Once an employee completes the COBRA election form, when will coverage begin or will the employee experience a break in coverage?

If the employee completes and returns the COBRA election form within the specified time period, coverage will be reinstated retroactive to the date previous coverage expired. Therefore, there may be a temporary break in coverage until the application is returned; however, provided the employee has followed all requirements outlined in the COBRA package, he/she should ultimately experience no break in coverage.

Q. What if an employee who is separated under force adjustment or this offer of ZIPP VSPP under the Special Voluntary Separation Options Program – ZIPP VSPP and he/she is only interested in maintaining COBRA coverage during the period for which the Company pays the premiums?

After the completed COBRA election form is returned within the specified time period and coverage is reinstated, the participant will receive a bill for the monthly premiums. The bill for up to the first six (6) months will indicate the Company has subsidized the payment which will not require a payment by the participant. If the employee is only interested in the Company paid period of COBRA, the participant calls CONEXIS to cancel coverage following the Company subsidized period.

If the employee wishes to continue COBRA coverage beyond the Company paid period, the employee will have to timely send in the required premium payment along with a payment coupon each month for up to 18 months following separation (this COBRA period can be extended beyond 18 months if the employee experiences a second qualifying event; information about coverage beyond 18 months will be in the COBRA packet of information which you are encouraged to carefully review).

NOTE: The employee may cancel coverage prospectively at any time during the 18 month coverage period. If the employee is eligible for retiree health care under the Qwest Health Care Plan, he or she should contact the Qwest Service Center in advance of the expiration of the Company paid period of COBRA to activate the retiree health care coverage.

Q. If an employee elects to continue health care coverage through COBRA, what will the level of coverage be (single, single plus one, family)?

This is a qualifying event, you will be required to enroll, and generally, only qualified beneficiaries are eligible for COBRA coverage, but if at the time you make your benefit elections, you may choose to add eligible dependents based upon your individual needs (e.g., single, single plus one dependent, or family).

Q. If an employee takes STLA, is he/she eligible for COBRA?

No. COBRA is only available to an employee who separates from the payroll with either VSPP or ISPP.

STLA is a "leave of absence" and employees should refer to the Q&As in tjos packet specifically addressing benefits while on STLA and review their STLA packet for more detailed information regarding benefits which are continued or suspended while on STLA.

PATHWAYS FOR SEPARATED EMPLOYEES **(OVERVIEW)**

Qwest Corporation employees who separate from a participating Subsidiary under the guidelines of a Voluntary/Involuntary Separation Plan with at least 6 months of TOE, may be eligible for a period of 36 consecutive calendar months beginning on the date following separation.

A separated employee is entitled to up to \$10,500 over 36 consecutive months, with \$5,250 as the maximum amount for a 12-month period. These amounts cover tuition, fees, and books for eligible education and training providers.

Education and training under this program includes undergraduate and graduate degree programs, credit and/or non-credit courses, vocational training, license or certificate programs taken from eligible education providers.

Reimbursed Tuition and Fees	Costs of tuition and fees will be reimbursed after the student provides evidence of successful course completion. Applicable taxes will be withheld from the reimbursement.
Books	Reimbursed after course begins. Applicable taxes will be withheld from the reimbursement.
Education and Career Planning	Paid in addition to tuition, fees and books. Fees paid directly to consultant or provider, no taxes are applicable
Assessment	Paid in addition to tuition, fees and books. Fees paid directly to consultant or provider. Applicable taxes will be withheld from the reimbursement.
Education Plan	Required initially. Must be developed with and signed by a PATHWAYS consultant.
Employee Eligibility	Employees who separate under the guidelines of Voluntary/Involuntary Separation Plans may be eligible.
Provider Eligibility	Accredited (as listed by the Council for Higher Education Accreditation – CHEA); licensed; or regulated providers
Participating Subsidiaries	Please note that not all Qwest Subsidiaries participate in the PATHWAYS for Separated Employees program. Please call PATHWAYS at (800) 345-7284 or (303) 488-2159 to verify your Subsidiary's eligibility.
For Further Information	Please call PATHWAYS at (800) 345-7284 with any further questions regarding the PATHWAYS for Separated Employees program.

In the event of a conflict between the terms of this PATHWAYS for Separated Employees Overview and the actual terms and conditions of the PATHWAYS for Separated Employees Plan, the terms and conditions of the Plan shall control.

REHIRE REPAYMENT OF SEPARATION PAYMENTS

If you are rehired as a **Regular** employee by any Qwest subsidiary after having received separation pay through the Involuntary Separation Payment Program (ISPP), Voluntary Separation Payment Program (VSPP), the Special Voluntary Separation Options Program – ZIPP VSPP or the Expanded Voluntary Separation Payment Program (EVSPP), you may be obligated to repay a portion of your separation pay. Your rehire may either be a result of recall rights, or your application for a job through the staffing process.

To determine if you are obligated to make a repayment, you can utilize the following calculation:

Divide the total amount of your separation payment by the basic weekly wage rate you were making at the time of your separation. The resulting number is the number of **weeks** your separation payment represents. If this number is greater than the number of weeks since you left Qwest, you are obligated to repay a portion of your severance payment that is in excess of the period of from your separation date to rehire date. If, the resulting number is less than the number of weeks that you've been gone from the Company, no repayment is required.

NOTE: The repayment obligation, if any, of your separation pay is the gross amount of the pay, not the after-tax amount.

Q&A REHIRE

Q. What is an example of the repayment calculation upon rehire?

A. EXAMPLE

Assumptions:

- 10 years TOE
- Weekly wage \$1,071.50 (top of Wage Scale 1, Zone 20)
(as of 8/15/05)
- ISPP Payment
- \$6400

Example #1

- Gone 4 weeks
- \$6400 divided by \$1,071.50 = 5.97 weeks (6 weeks)
- 6 – 4 = 2 weeks
- 2 weeks x \$1,071.50 = \$2,143 repayment

Example #2

- Gone 8 weeks
- \$6400 divided by \$1,071.50 = 5.97 weeks (6 weeks)
- No repayment

Q. After leaving under the Special Voluntary Separation Options Program – ZIPP VSPP, if the employee is recalled within the same calendar year, what vacation and personal time would the employee be entitled to for the balance of the calendar year?

The employee would not receive any vacation or personal time for the balance of the current calendar year. At the point of separation under the Special Voluntary Separation Options Program – ZIPP VSPP the employee would already have used or been “paid in lieu of” all vacation and paid personal time.

Qwest Separation of Employment Reference Guide

This reference guide applies to occupational employees who are separated from the Company either voluntarily or involuntarily. However, please note that this reference guide does **not** apply to separations covered under the Qwest Management Separation Plan, separation for disability, or for those who are retiring and eligible for retiree Health and Life benefits.

**Please note that the data feeds from Qwest to vendors who administer our benefits are not immediate and can take up to a few weeks to complete.*

Benefit	Summary	Contact Information
Medical, Dental & Vision	Your medical, dental, and vision coverage will continue through the end of the month in which you separate employment. You can elect to continue your coverage through CONEXIS, the COBRA Administrator. CONEXIS will mail you information regarding continuation coverage within 44 days from your separation date. If you don't receive your packet within that time frame, contact CONEXIS. Your health coverage will not continue unless you timely elect COBRA and make timely payment by the deadline indicated in your enrollment packet. You may enroll via the Web site or by mailing the election form to CONEXIS.	COBRA Administrator: CONEXIS 1 877-521-8155 www.CONEXIS.org For questions on claims or coverage, please contact the insurance provider directly. You can locate the phone number for your medical carrier on your medical ID Card. Dental Administrator: MetLife 1 888-356-4191 www.metlife.com/mybenefits Vision Administrator: EyeMed Vision Care 1 866-723-0514 www.eyemedvisioncare.com
Basic & Supplemental Life Insurance	Your basic and/or supplemental life insurance coverage will continue through the end of the month in which you separate employment. During 31 days following the termination of coverage, you may be able to convert or port all or part of your coverage in effect at the time of termination. Contact Prudential Life for additional information.	Life Insurance Administrator: Prudential Life 1 800-778-3827 www.prudential.com
Spouse/Domestic Partner and Child Life Insurance	Your spouse/domestic partner and/or child life coverage will continue through the end of the month in which you separate employment. During 31 days following the termination of coverage, you are eligible to convert this coverage to an individual policy. You must apply for conversion by contacting Prudential Life, it is not automatic.	Prudential Life: 1 800-778-3827 www.prudential.com
Short Term Disability	Your short-term disability coverage will end on the date you separate employment. This coverage cannot be continued through a conversion policy or otherwise.	Not Applicable
Health Care and Dependent Care Flexible Spending Accounts (FSA)	Your participation in the Health Care and/or Dependent Care FSA will end on the date you separate employment. You may submit any claims for costs incurred prior to your separation date until March 31 of the following year. You may continue participation in the Health Care FSA through COBRA. If you have questions regarding your reimbursement account, you may contact the Qwest Service Center or SHPS. Your Health Care FSA will not continue unless you timely elect COBRA and make timely payment by the deadline indicated in your enrollment packet. You may enroll via the Web site or by mailing the election form to CONEXIS.	Qwest Service Center: 1 800-729-7526 http://qwestbenefits.csplans.com COBRA Administrator: CONEXIS 1 877-521-8155 www.CONEXIS.org FSA Administrator: SHPS 1 866-697-6071 www.myshps.com

Transportation Flexible Spending Account (FSA)	Your participation in the Transportation FSA will end on the pay period end date of your last paycheck. You may submit any claims for costs incurred prior to the pay period end date so long as the expense occurred within the past six months up to the six months after your final paycheck. Contact SHPS for additional information.	FSA Administrator: SHPS 1 866-697-6071 www.myshps.com
Long Term Care	Your Long Term Care insurance will automatically continue and you will directly billed by John Hancock. If you have questions or wish to cancel coverage, contact the John Hancock Customer Service Center.	Long Term Care Administrator: John Hancock 1 800-348-7937 http://qwest.jhancock.com (username: qwest, password: jhancock)
401k/QSIP	Your contributions to the 401K plan will end on the date you separate employment (exception to this is any commission or bonus checks that were earned while you were active). If you wish to initiate a distribution or rollover of your account, please call the Qwest Service Center. If you have an outstanding loan, you will be required to pay back the remaining balance of the loan within 90 days of your separation from employment	Qwest Service Center- 800-729-PLAN (7526) or http://qwestbenefits.csplans.com
Pension Plan	If you are a pension plan participant and are vested (after you have completed five (5) years of service), you will receive a pension kit from Watson Wyatt 2-4 weeks after you separate from Qwest. If you would like to receive your pension kit sooner, contact the Qwest Service Center directly.	Qwest Service Center- 800-729-PLAN (7526), option 1, 3 or at HRxpress>Home Page>Qwest Pension Plan using your CUID and password, or at www.QwestPension.com
Employee Assistance Program	Separated employees and their families remain eligible for EAP services for a six month period beyond their termination date.	Qwest Employee Assistance & Work/Life Services – 800-803-3737 or see www.qwesteap.com
Stock Options	Please refer to the stock option agreement that governed your grant to confirm the termination schedule. If you have questions please contact the stock plan administrator	Stock Plan Administrator- 888-261-5796 or Stockadmin2@Qwest.com Smith Barney - 800-367-4777 or http://www.benefitaccess.com/
Employee Stock Purchase Plan	Upon separation of employment, Qwest will send a report to Smith Barney detailing the separations from the prior month. At that time you can contact Smith Barney to sell, certificate, or transfer your shares. If you have questions, please contact the Stock Plan Administrator.	Stock Plan Administrator- 888-261-5796 or Stockadmin2@Qwest.com Smith Barney - 877-691-5464 or http://www.benefitaccess.com/

For specific information, refer to the Plan, the applicable summary plan description and summaries of material modifications, if any. If there is any conflict between the terms of the Plan document and this correspondence, the terms of the Plan document will govern. The Plan Administrator has the authority, discretion and the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan. Qwest reserves the right to amend or terminate all of the Plans and the Benefits provided - with respect to all classes of Covered Persons, retired or otherwise - without prior notice to or consultation with any Covered Person, subject to applicable laws.

ZIPP VSPP ELECTION FORM
QWEST CORPORATION OCCUPATIONAL / BARGAINED FOR EMPLOYEES
SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM – ZIPP-VOLUNTARY SEPARATION PAYMENT PROGRAM (VSPP)

Date of Offering: ____/____/____

NOTE: Last Date by which to Revoke: ____/____/____

(Employee Name – please print)

(Job Title)

(Employee ID)

(Work Address)

(City, State)

(TOE)

The Company has decided to implement a voluntary separation incentive program (Special Voluntary Separation Options Program – ZIPP-Voluntary Separation Payment Program ("the Program")), to the extent available, to reduce its work force up to targeted numbers in specified job titles and locations. Your receipt of this form does NOT constitute an approval to leave the employment of the Company and receive benefits under this Program. The Company reserves the right, in its sole discretion, to determine the job titles, locations and numbers of positions appropriate for force reduction. You have received a copy of the summary of the Special Voluntary Separation Options Program – ZIPP VSPP and you understand that you may download from HRxpress a copy of the summary description of the VSPP; alternatively, you have been advised that you may request a copy of the VSPP from your supervisor.

NOTE: To ensure that your election to participate in the Special Voluntary Separation Options Program – ZIPP VSPP is considered, you MUST return this form no later than the close of business on the Last Date by which to Revoke this election to be considered for approval to receive benefits and payments under the Special Voluntary Separation Options Program – ZIPP VSPP Program. Election forms not received by this deadline will be considered "not approved" to participate or receive benefits under this Program. If you wish to change your election, you must do so in writing by signing a new election form and return it to your supervisor no later than the Last Date by which to Revoke for it to become effective.

Conditions

SUBJECT TO THE TERMS OF THE VOLUNTARY SEPARATION PAYMENT PROGRAM AND MODIFICATIONS, IF ANY, I AGREE THAT THE FOLLOWING CONDITIONS WILL APPLY IF MY PARTICIPATION IN THE SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM – ZIPP VSPP IS APPROVED.

1. I have reviewed the provisions and amounts payable to me under the terms and conditions of the SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM – ZIPP VOLUNTARY SEPARATION PAYMENT PROGRAM ("the Program") and acknowledge my voluntary declaration of eligibility to receive payments under the Program.
2. My departure date to leave the employment of the Company and receive benefits under this Program will be determined by the Company, in its sole discretion. I understand that my earliest departure date may be the day following my last date by which to revoke this election.
3. I understand to receive benefits under this Program: (a) I have not elected to take the Surplus Transitional Leave of Absence (STLA), if eligible; (b) I have not elected benefits under an Involuntary Separation Payment Program, if any; (c) I separate employment of the Company as a result of this offer, if approved, to receive payments under the Program; and (d) I will be considered ineligible to participate in the Program if I resign or are terminated for any reason.
4. I understand that: (a) I may be eligible to participate in Qwest Corporation's training/retraining PATHWAYS Program; (b) If I am not eligible for a service pension, I will receive extended medical/dental and vision benefits under COBRA for up to eighteen (18) months under the Company's health care, dental and vision plans or successor plans.
5. I understand (a) the timeframe (10 business days) in which I have to make a decision to ACCEPT participation in the Program and that I make this decision of my own accord and willingly; and (b) that I may NOT REVOKE my decision after the timeframe expires (the 10th business day).

Election

I UNDERSTAND THAT I HAVE TEN (10) BUSINESS DAYS TO ELECT TO ACCEPT OR DECLINE THE SPECIAL VOLUNTARY SEPARATION OPTONS PROGRAM – ZIPP-VSPP OFFER AND THAT SUCH ELECTION MAY NOT BE REVOKED AFTER THE TEN (10) DAY PERIOD.

I have selected one of the following 2 elections:

1. I have read, understand and agree to the statements listed above and the provisions that govern this Program and wish to **ACCEPT** the Special Voluntary Separation Options Program – ZIPP-VSPP offer. I also understand that I may only receive payment of my Program benefit following separation of my employment on such date as determined by the Company and under the repayment conditions outlined in the Program and Collective Bargaining Agreement.

(Employee's Signature and Date)

(Manager's Signature and Date)

NOTE: **Employees electing ZIPP-VSPP under the Special Voluntary Separation Options Program, who are currently on short term disability benefits, please read the following statement and sign as indicated.**

I hereby give up, waive and release Qwest Corporation from any claim I may have now or in the future for any disability payments under all disability plans maintained by Qwest Communications International Inc. or its affiliates after my separation date. This waiver includes short term disability payments and potential long term disability payments that would otherwise be made after my designated separation date, whether or not I am now receiving such payments. This waiver does not apply to Workers' Compensation.

(Employee's Signature and Date)

(Manager's Signature and Date)

2. I wish to **DECLINE** to receive Special Voluntary Separation Options Program – ZIPP-VSPP payment(s) under the Program.

(Employee's Signature and Date)

(Manager's Signature and Date)

(For Internal Use Only)

APPROVED: ☐ YES ☐ NO

(Director or Regional Force Adjustment Manager Date)

Please FAX a copy of the completed "Acceptance" Election Form to: 303 391-2086
Original to be placed in employee's personnel file – copy provided to employee

STLA APPLICATION FORM – SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM

QWEST CORPORATION OCCUPATIONAL/BARGAINED FOR EMPLOYEES APPLICATION FOR SURPLUS TRANSITION LEAVE OF ABSENCE (STLA) UNDER THE SPECIAL VOLUNTARY SEPARATION OPTIONS PROGRAM

This is a Leave of Absence Policy.

Basic Information – Please Print Legibly

Date of Offer ____/____/____ NOTE: Last Date by which to Revoke ____/____/____
Employee Name _____ Employee ID _____
Work Location _____ Work Phone Number _____
Department _____ Job Title _____
Supervisor Name _____ Work Phone Number (____) _____
Date of Birth ____/____/____ Date of Service Pension Eligibility ____/____/____ TOE ____/____/____
Period of Leave From ____/____/____ To ____/____/____
Address During Leave _____ Phone Number (____) _____

Change of Address: **You must keep your address information up-to-date by notifying Mike.Meko@qwest.com or calling 1-800-888-9168 of any address change during the leave as soon as possible.**

Note: To ensure service pension eligibility, leave **MUST** end on or after service pension eligibility date, but no earlier than your service pension eligibility date.. It is anticipated that the employee will retire and elect to receive their retirement benefits under the Qwest Pension Plan. It is important that an employee request a Pension Benefit Kit at least 30 days prior to the end of the leave to avoid a delayed pension commencement date. An employee may request the Pension Benefit Kit up to 180 days in advance of the end of the leave.

Disclaimer: STLA is designed to enable employees to attain service pension eligibility under the Qwest Pension Plan and, if an employee has already attained service pension eligibility, to allow the employee to earn up to 2 years of additional pension service credit. STLA is not an employee benefit plan under federal or state law. It is a leave of absence policy. Eligibility to elect STLA is subject to verification of the employee's service pension eligibility and calculation of Term of Employment (TOE). In the event an error occurs in the review of an employee's service record that impacts his/her eligibility, TOE will be adjusted and participation in STLA may be denied. The adjustment of TOE may impact an employee's pension benefit, leave, retirement date and eligibility for benefits.

Conditions SUBJECT TO THE TERMS OF THE PLAN; I AGREE THAT THE FOLLOWING CONDITIONS WILL APPLY IF THE SURPLUS TRANSITION LEAVE OF ABSENCE IS APPROVED.

1. The Service and age attained during the Surplus Transition Leave of Absence will be counted for both service pension eligibility and for computing the amount of my service pension.
2. My Surplus Transition Leave of Absence cannot last longer than 2 years and will end on the earliest of:
 - the date I designate within the applicable leave period. This date cannot extend beyond two (2) years from the date your leave commences.
 - my death.
 - the date of my rehire by a Qwest Corporation entity or former Bell System Company if I am covered under an agreement for interchange of benefit obligation, including the Mandatory Portability Agreement and Divestiture Interchange Agreement.

NOTE: If I subsequently separate from Qwest, for any reason, I do not revert back to STLA status.

3. I understand that while on a Surplus Transition Leave of Absence, I will only be covered by the following benefit plans and programs to the same extent as active employees and as outlined in the Surplus Transition Leave of Absence Policy:

▪ Sickness Death Benefits	▪ Child/Elder Care Resource and Referral Service
▪ Basic Group Life Insurance	▪ Medical, Dental, Vision Insurance
▪ Employee Discount Plan (Concession) for eligible employees	▪ Service Anniversary & Retirement Award Program
▪ Educational Assistance through PATHWAYS	
4. I understand that I can elect to continue the following benefits during a Surplus Transition Leave of Absence by making timely payments to the Company:

▪ Health Care (monthly premium contributions, unless coverage has been waived)	
▪ Supplemental Group Life Insurance	▪ Dependent Group Life Insurance
▪ Health Care Spending Account under COBRA (payments will be after-tax)	▪ Long-term Care Insurance
5. I understand, and agree, there is no right of continued employment with Qwest Corporation at the conclusion of the leave. I hereby waive and release any and all claims I may have against Qwest Corporation (and its affiliates and subsidiaries) related to my employment, my termination of employment (except for claims for Workers' Compensation or claims under Age Discrimination in Employment Act of 1967, as amended), the employee benefit plans Qwest sponsors and compensation I allegedly earned after the Leave start date, other than rights I have to vested Pension

Plan and Savings Plan benefits and to other benefits pursuant to the respective benefit plan terms and pursuant to this Surplus Transition Leave of Absence policy.

6. I understand that STLA is an unpaid leave. I understand that the benefits listed above will be available to employees on STLA for as long as the benefits continue to be offered and I remain eligible. I am encouraged to consult the official summary plan descriptions or plan documents for more details on these benefits. In the event of any conflict between this overview and the official Plan documents, the terms of the Plan documents will control. Qwest has reserved the right to modify, amend or terminate the benefits provided under any of its respective Plans at any time in its sole discretion subject to applicable law and collective bargaining agreements. I also understand, and agree, there is no right of continued employment with any Qwest entity at the conclusion of the leave.
7. I understand that the Surplus Transition Leave of Absence is a Policy and not an "employee benefit plan."
8. I agree, that acceptance of this Application is in lieu of any and all severance benefits, including but not limited to the Voluntary Separation Payment Program (VSPP), the Involuntary Separation Payment Program (ISPP), the Voluntary Termination Payment (VTP) and the Involuntary Termination Plan (ITP). I hereby waive any rights I may have to any other severance pay and/or benefits.
9. I understand, and agree, that nothing set forth in conjunction with this Surplus Transition Leave of Absence policy shall be construed as a contract of employment, expressed or implied.

I UNDERSTAND THAT I HAVE FIVE (5) BUSINESS DAYS (MONDAY THROUGH FRIDAY) TO ELECT TO ACCEPT OR DECLINE THE SURPLUS TRANSITION LEAVE OF ABSENCE OFFER AND THAT SUCH ELECTION MAY NOT BE REVOKED AFTER THE FIVE (5) DAY PERIOD.

Employee Signature

I HAVE READ, UNDERSTAND AND AGREE TO THE STATEMENTS LISTED ABOVE AND WISH TO **ACCEPT** THE STLA OFFER

Signature _____ Date ____/____/____

Print Name: _____

I HAVE READ, UNDERSTAND AND AGREE TO THE STATEMENTS LISTED ABOVE AND WISH TO **DECLINE** THE STLA OFFER

Signature _____ Date ____/____/____

Print Name: _____

Approval Signatures

I HAVE VERIFIED THE ELIGIBILITY REQUIREMENTS FOR A SURPLUS TRANSITION LEAVE OF ABSENCE AND CERTIFY THAT THIS INDIVIDUAL IS AN ELIGIBLE APPLICANT UNDER THE LEAVE OF ABSENCE POLICY.

Employee's Immediate Supervisor Signature _____ Date ____/____/____

Employee's Director/Executive Director Signature _____ Date ____/____/____

Labor Relations Manager Signature _____ Date ____/____/____

**FAX completed and approved Election Form to: 303.391.2086
Original to be placed in employee's perso
Copy provided to employee**

Special Voluntary Separation Options Program – ZIPP VSPP

October 2008

CONTACT LIST

Benefits (including Health Care, Pension,
Life Insurance, 401K, Employee
Stock Purchase Plan)

800-729-7526

<https://qwestbenefits.csplans.com>
www.qwestpension.com

Employee Assistance Program (EAP)

800-803-3737

www.qwesteap.com

Employee Discount Plan

- If serviced by Qwest
- If serviced by an independent
phone company

800-851-0134

800-521-0503

Pathways

800-345-7284

www.QwestTuition.com

Payroll

720-540-2074

People Care Team

866-747-4811

askhr@qwest.com