

AGREEMENT

between

SPRINT

Ocala and Winter Garden Districts

and

COMMUNICATIONS WORKERS OF  
AMERICA

Local CWA 3176

Effective: November 30, 2005

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## RECOGNITION OF UNION

This Agreement, made this 30th day of November, by and between Communications Workers of America, herein called Union, and Sprint – Florida, Incorporated; Ocala and Winter Garden Districts, herein called Company: Whereas, the Union and the Company now desire to enter into an Agreement, with respect to the recognition of the Union as the certified exclusive bargaining representative of the employees and for other purposes hereinafter set out:

Now, therefore, the parties do agree as follows:

The Company hereby recognizes the Union for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment, as the exclusive bargaining representative of all employees in the classifications listed in Schedules 1-5 in Appendix D, but excluding all other employees, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

It is hereby agreed and understood that the specific provisions of this Agreement shall be the sole source of the rights of the Union and any employee covered by this Agreement, and it is further agreed and understood that this Agreement contains the entire contract and understanding between the parties with respect to all matters relating to wages, hours and other conditions of employment for all employees in the bargaining unit as set forth in Paragraph 1 above. Changes in this Agreement, whether by additions, waivers, deletions, amendments or modifications must be by mutual agreement, in writing and signed by both parties. This Agreement supersedes all previous oral and written Agreements between the Company and the Union and between the Company and any employee within the bargaining unit.

The provisions of this Agreement establishing certain rights and benefits for the Union and the employees within the bargaining unit shall be coextensive with the terms of this Agreement, and those rights and benefits shall cease and terminate entirely upon the termination or expiration of this Agreement, except that they shall cease or terminate sooner where it is so provided herein.

### Article 1 NON-DISCRIMINATION

- 1.01 The Company and the Union agree that there will be no discrimination against employees or applicants for employment and promotions for reasons of race, creed, color, gender, age, national origin, disability, victims of AIDS or Sickle Cell Anemia, special disabled veterans, veterans of the Vietnam era, or membership or non-membership in the Union and further to comply with all local, state, or federal laws pertaining thereto.

### Article 2 DEFINITIONS

- 2.01 **Base Rate.** Base rate of pay is the regular rate of pay for various classifications as set forth in Appendix D to this Agreement, excluding all differentials and premium payments.
- 2.02 **Calendar Week.** A consecutive period of 7 days, the first day of which is Sunday.
- 2.03 **Call-Out.** Call-out shall be defined as an immediate call of employees from their own time to perform work for the Company.
- A. Call-out pay will continue until the employee is either released or until the regular work shift begins, whichever is sooner.

- B. Call-out travel time between an employee's residence and the work center, or the employee's first/last work assignment, will be paid at the overtime rate regardless of whether or not the employee is in a company vehicle.
- C. When any related subsequent call-out is made within 2-1/2 hours of the start of the first call-out, the subsequent call-out will be treated as a continuation of the first call-out.

2.04 **Employee**

- A. **Full-Time Employee.** An employee who works a normal work week.
- B. **Hourly-Rated Employee.** An employee whose base rate of pay is established on an hourly basis.
- C. **Occasional Employees.** Occasional employees are normally engaged for a period of not more than 4 consecutive weeks regardless of the length of their daily/weekly assignments. They are employees only on the days they work.
- D. **Part-Time Employee.** A regular or temporary employee who is normally assigned to work less than the number of hours in the normal workweek.
- E. **Regular Employee.** One whose employment is reasonably expected to continue for more than one year.
- F. **Temporary Employee.** One hired for a project or a period of time not to exceed 12 months.

2.05 **Gender.** Whenever the masculine gender is used, it is intended to cover female employees as well, where applicable, and vice versa.

2.06 **Headquarters Exchange, Location, Town.** An exchange, location or town designated by the Company as being the reporting location of the employee.

2.07 **Holiday Work.** Any work which begins on a holiday as authorized herein.

2.08 **Non-Scheduled Day.** A day which an employee is not assigned or scheduled to work.

2.09 **Normal Tour.** Hours of work in any day as set by the Company, not to exceed 8 hours.

2.10 **Overtime Rate.** Overtime rate of pay is 1-1/2 times the base rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

2.11 **Part Tour.** A work assignment of less length than the normal tour or workday.

2.12 **Premium Rate.** Premium rate of pay is 1-1/2 times the base rate of pay plus such other differentials that may apply. Hours worked at premium rates will be counted toward weekly overtime.

2.13 **Scheduled Hours.** All hours within an employee's scheduled tour.

2.14 **Scheduled Tours.** Any of the tours which are designated by the Company as the weekly work schedule for a particular employee.

- 2.15 **Session.** One of the two parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session shall not be less than three hours.
- 2.16 **Split Tour.** A normal tour where the time interval between the end of the first session and the beginning of the second session is more than 1 hour.
- 2.17 **Sunday Work.** Any work which begins on Sunday.
- 2.18 **Union Leave.** Time spent on leave of absence from duty to perform nonpaid Union duties of an extended nature. Service conditions permitting, all such absences and the time allowed may be granted based on mutual agreement between the Company and the Union.
- 2.19 **Union Time Off.** Time spent absent from duty to conduct nonpaid Union business.
- 2.20 **Work Day.** The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the workday on which such tour or call-out begins. Any connecting time which precedes a tour is a part of the workday on which the connecting time begins. Any connecting time which follows a tour is a part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.
- 2.21 **Work Group.** A group of employees who work under the same first line supervision and who regularly interchange on work assignments and regularly relieve each other.
- 2.22 **Work Location.** The normal work location is the exchange, location, or town designated by the Company as being the location where employees normally perform their assigned duties. The normal work location may differ from the employee's headquarters exchange, location, or town.
- 2.23 **Work Week.** A normal workweek shall consist of the first 5 tours, or their equivalent in tours and part tours, worked in a calendar week.

### **Article 3 MANAGEMENT RIGHTS**

- 3.01 **Express Rights.** Except to the extent expressly abridged by a specific provision of this Agreement, the Company exclusively reserves and retains all of its inherent rights to manage the business, as such rights existed prior to the execution of this Agreement. It is agreed that the Company alone shall have the authority to determine and direct the policies, modes and methods of operating the business, without interference by the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not limited or confined to, the right to determine, and from time to time redetermine, the number, locations and types of its facilities, including the right to move or close its business or any part thereof; to determine the methods, materials and processes to be employed; to discontinue or automate processes or operations; to subcontract any part of its operations; to determine the qualifications for new employees and to select its employees; to determine the size and composition of its working force; to determine work schedules and methods of operating; to determine the number and types of equipment, machinery, materials, products and supplies to be used, operated, processed, or disposed of; to hire, promote, demote, transfer, assign, lay off and recall employees to work; to reprimand, discharge or otherwise discipline employees; to determine or redetermine job content, establish work standards, and control the amount and type of work to be performed; to determine the assignment of work; to schedule the hours and days to be worked on each job and each shift; to expand, reduce, alter, combine, transfer, assign or cease any job, job

classification, department or operation; to make or change Company rules, policies and practices; to introduce new, different or improved methods, means and processes of operation and methods of service; and otherwise generally to manage the business and direct the work force.

- 3.02 **Reservation of Rights.** The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in a particular way, shall not be deemed a waiver of its authority to exercise such rights or function, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of the Agreement.
- 3.03 **Discipline/Discharge For Cause.** Employees may be disciplined and/or discharged for just cause. Cause for the purpose of discipline or for the purpose of discharge, or either, shall include, but shall not be limited to: insubordination, violation of Company rules, failure to obey instructions of a supervisor, failure to perform the job properly in accordance with Company standards, absenteeism, dishonesty, negligence, misrepresentation of any fact in connection with any claim or concerning employment or pay, any other action not in the best interest of the Company, its employees, or its customers.

#### **Article 4 STRIKES AND LOCKOUTS**

- 4.01 **No Strike Provision.** The Union, and its members, agree that they will not cause, permit, sanction, or participate in any strike, including sympathy strikes, picketing, slow-down, refusal to cross a picket-line to perform assigned work or other cessation or interruption of work of any kind during the term of this Agreement.
- 4.02 **No Lockout Provision.** The Company agrees that it will not cause or permit a lockout of its employees, covered by this Agreement, during the term thereof.
- 4.03 **Union Leadership Responsibilities.** It is understood that the Union, its officers, agents, committeemen, stewards, and other representatives are obligated under this Agreement to take all reasonable possible affirmative steps to prevent or halt the activities specified in Paragraph 1 of this Article on the part of any employees in the bargaining unit. Failure of any such representatives, who are employees, to carry out their obligations under this Paragraph, or their engaging or participating in any of the practices enumerated in Paragraph 1 of this Article shall subject them to discipline, including discharge on that account. Participation by any other employee in any of the activities prohibited in Paragraph 1 of this Article will be cause for discipline, including discharge.
- 4.04 **Continued Obligations.** Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any Federal, State or Local law, shall excuse the employees, the Union or its representatives or the Company from their obligations under the provisions of this Article.
- 4.05 **Proper Venue.** The provisions of this Article shall not be subject to the grievance and arbitration provisions of this Agreement, such matters being determinable and enforceable by the parties only in the courts; provided, however, that employees who are discharged for participating in activities prohibited by this Article or for failure to carry out their affirmative obligations as established in this Article may use the grievance and arbitration procedure in order to determine the fact of whether or not said employee did or did not participate in the prohibited activities or did or did not fulfill their affirmative obligations under this Article. If it is determined that the employees did participate in the activities prohibited by this Article or failed to fulfill their affirmative obligations under this Article, then the discipline imposed by the Company shall be final and binding and shall not be disturbed.
- 4.06 **Extraordinary Relief.** Nothing in this Agreement shall prevent the Company from obtaining direct extraordinary relief.

**Article 5**  
**GRIEVANCES**

5.01 **General.** Should the Union or an employee covered by this Agreement disagree with the Company's interpretation or administration of a specific provision of this Agreement, such controversy shall be considered a "grievance" and shall be handled in conformity with the following provisions:

5.02 **Step 1:**

- A. This informal level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstanding and attempt to informally resolve the dispute.
- B. The grievance will be brought by the employee or by the employee with her/his steward within 15 calendar days of the occurrence of the event giving rise to the grievance or within 15 calendar days of the time the employee knows of it or is reasonably charged with the knowledge of it; otherwise the matter will not be considered a grievance within the meaning of this Agreement.
- C. The employee and her/his immediate supervisor will attempt to settle the controversy by conference. The supervisor shall give an oral answer within 10 calendar days.

5.03 **Step 2:**

- A. If the grievance is not satisfactorily settled in the manner provided for in Step 1, it may be appealed within 15 calendar days of the supervisor's oral answer, by filing with the appropriate Manager a written notice and description of the grievance signed by the aggrieved employee and the steward. In reducing a grievance to writing, the following information shall be stated with reasonable definitude and clarity:
- B. The exact nature of the grievance, the act or acts complained of, by whom they were committed and when they occurred, the identity of the employee or employees who claim to be aggrieved, the specific provision or provisions of this Agreement which the employee or employees claim the Company has violated and the remedy sought.
- C. Following receipt of the written grievance, the Manager and a Company representative will, within 15 calendar days, meet with the aggrieved employee and not more than one Union representative. Following the meeting, the Company's representative will answer the grievance in writing within 15 calendar days.

5.04 **Step 3:**

- A. If the grievance is not settled at Step 2 of this grievance procedure, it may be appealed within 30 calendar days of the Company's answer at Step 2 by filing a written notice of such appeal with the Human Resources Department. When such an appeal is taken, a meeting shall be scheduled between the Company and the Union representatives within 30 calendar days of filing of the Notice of Appeal.
- B. Present at this meeting may be the International Representative, Local Union President (or her/his designee), and two Company representatives. Other persons may be present based upon mutual agreement of the parties.
- C. The Company will reduce to writing the outcome of the Step 3 meeting within 30 calendar days of the meeting and submit it to the Union International Representative.

**NOTE: As mutually agreed, to expedite grievance management, the meetings may be conducted via conference call or video conference.**

- 5.05 **Discharge Grievances.** Any grievance arising because of a discharge shall be commenced at Step 3 of the grievance procedure by filing a grievance in writing with the Human Resources Department within 15 calendar days of the date the grievant is notified of her/his discharge. Thereafter, any such grievance shall be handled as provided in Step 3. The Company shall notify the Union Local President as soon as possible after the discharge has taken place.
- 5.06 **Time Limits.** In the event the Company does not answer a grievance within the prescribed time limits the grievant may proceed immediately to the next step. Failure on the part of any grievant or the Union to strictly abide by the prescribed time limits of this Article shall result in the grievance being deemed settled in accordance with the Company's last response. The time limits contained in this Article are to be strictly construed and may be extended only by mutual agreement in writing.
- 5.07 **Grievance Meetings.** It is agreed that all meetings or conferences under this grievance procedure at Steps 1, 2 and 3 shall be conducted during regular business days (Monday - Friday) and during regular business hours (8am - 5pm) unless otherwise mutually agreed. Employees attending grievance meetings at Steps 1, 2 and 3 shall suffer no loss of pay provided such meetings coincide with the employees' regular scheduled work hours. In no case will overtime be paid to attend meetings or any additional compensation result from attending meetings.

## **Article 6 ARBITRATION**

- 6.01 **General.** In the event a timely grievance is not satisfactorily resolved or settled by means of the grievance procedure contained in Article 5, the Union may request arbitration by giving the Company written notice of its desire to arbitrate within 30 workdays of the Company's final answer (or failure to answer after passage of the prescribed time limits) at Step 3, in which event the grievance shall be arbitrated in accordance with the following procedure:
- 6.02 **Selection of Arbitrator.** Within 15 calendar days after demand for arbitration the Company and the Union shall attempt to mutually agree upon an arbitrator. In the event the parties fail to agree on an arbitrator within the 15 days, the Union shall within five days thereafter request the Federal Mediation and Conciliation Service to furnish the parties with a list of seven arbitrators from which the parties shall select an impartial arbitrator. After receiving the list of arbitrators, and within five workdays of its receipt, an arbitrator shall be selected by each party alternately striking from the list of seven names. The Union, as moving party, shall have the first strike. The last name remaining on the list after each party has exhausted its strikes shall become the arbitrator.
- 6.03 **Arbitration Expenses.** The expense of the arbitrator as well as other joint expenses of conducting the arbitration shall be borne equally by the Union and the Company; however, each party shall bear the expenses of its own representative, of its own witnesses, and of preparing and presenting its own case. Either party shall have the right to request the presence of a court reporter to prepare a written transcript of evidence and, should either party make such a request, it is agreed that the expenses and fees of the court reporter shall be equally divided between the parties.
- 6.04 **Arbitrator's Authority.**
- A. The jurisdiction and authority of the arbitrator and her/his opinion and award shall be strictly limited to interpretation of the written provisions of this Agreement. The arbitrator shall have no power to add to, subtract from or in any way modify the terms of this Agreement.
  - B. The arbitrator shall not have jurisdiction or authority to substitute her/his judgment for that of management in any area that has not been clearly delegated to the arbitrator by management and the Union. Under the terms of this Agreement, the arbitrator shall have the authority only to interpret and apply the specific provisions of this Agreement which constitute the only basis upon which the decision shall be rendered. In any grievance arising out of any disciplinary action taken by the Company against any employee, the arbitrator shall not substitute her/his judgment for that of management.

C. Any awards of back wages by an arbitrator shall be limited to the amount of wages the employee would otherwise have earned from her/his employment with the Company during the period involved, less any unemployment compensation or other compensation for personal services that the employee may have received from any source during that period. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive backpay, benefits, seniority or any other advantage of employment for more than one year (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.

6.05 **Time Limits.** Failure on the part of the Union or grievant(s) to strictly abide by the time limits prescribed in this Article shall result in the grievance being deemed to have been dropped. The time limits contained in this Article may only be extended by mutual agreement.

## **Article 7 SENIORITY**

7.01 **Definition of Probation.** Newly hired employees shall be considered as probationary employees for a period of their first six months of employment with the Company. Employees serving their probationary period shall not have seniority under this Agreement, and may be laid off or discharged at the sole discretion of the Company. It is agreed, however, that any such probationary employee shall have access to the grievance procedure provided for herein, but the Company's third step answer to any such grievance shall be dispositive of the issue and final and binding on the parties and the matter shall not be subject to arbitration. Employees retained by the Company after the expiration of their probationary period shall be placed on the seniority list and their seniority shall be retroactive to their latest date of hire.

7.02 **Definition of Seniority.** Seniority under this Agreement shall consist of the relative status in terms of continuous service of regular full-time employees in the bargaining unit at the location covered by this Agreement and shall apply only as provided herein. "Length of service" and "length of continuous service" mean the length of continuous service and uninterrupted employment with the Company on a bargaining unit basis commencing with the latest date of hire.

7.03 **Qualifications vs. Seniority.** Because of the necessity to maintain a qualified work force at all times, in making a decision involving seniority, the Company shall have the right to consider and determine the qualifications and abilities of the employees involved. Where between two or more employees, the qualifications and abilities that the employees then have are determined by the Company to be substantially equal, then seniority shall govern.

Upon individual request, unsuccessful bidders will be informed as to their deficiencies. (Deficiencies may include, but not limited to failure to satisfactorily complete required tests, or any other criteria utilized to qualify an individual.)

7.04 **Break In Seniority and Employment.** The employment relationship, including all rights under this Agreement, and the employee's seniority, shall be terminated and shall no longer be considered in the employ of the Company for any of, but not limited to, the following reasons:

- A. If an employee quits for any reason;
- B. If an employee is discharged for cause;
- C. If an employee is absent from work for three consecutive days without notifying the Company or furnishing a justifiable reason for failure to so notify which the Company deems satisfactory;

- D. If an employee fails to report for work within 11 workdays after receipt of notice of recall or within 11 workdays of delivery by the Company of notice of recall by certified mail to the employee's last listed address as reflected on Company records, whichever occurs sooner, unless excused by the Company;
  - E. If an employee is laid off for a period exceeding 12 months or for a period equal to his seniority at the time of layoff if his seniority is less than 12 months;
  - F. If an employee does not return to work on the next workday following the expiration date of her/his vacation or approved leave of absence unless the employee gives prior notice and is excused by the Company;
  - G. If an employee accepts other employment or engages in another business occupation while on approved leave of absence;
  - H. If an employee does not return to work within six months of a continuing sickness or disability, or upon the expiration of sickness or disability benefits to which the employee is entitled, in accordance with Article 21, whichever is later. (In special cases, this period may be extended at the Company's discretion.);
  - I. If an employee's job is eliminated by discontinuance or transfer of business operations, or any portion thereof, or any other reason and the Company has no other position available which in its opinion the employee is immediately qualified to perform.
- 7.05 **Continuing Seniority.** Employees who are promoted or transferred to a job outside the bargaining unit, excluding exempt employees, will continue to accumulate seniority for one year from the date of said promotion or transfer; and shall thereafter retain their seniority which shall apply in the event of their return to a job within the bargaining unit.
- 7.06 **Seniority Portability.** When an employee is transferred into the bargaining unit from another Sprint location, bargaining unit seniority will be applied in the following fashion:
- A. Employees entering the bargaining unit from another AFL-CIO unit that offers reciprocal seniority recognition will have their bargaining unit seniority bridged at 100% immediately.
  - B. Employees entering the bargaining unit from another AFL-CIO unit that does not offer reciprocal seniority recognition, or a nonbargaining unit except exempt will have their latest date of hire bridged at 50% two years from the date they entered the bargaining unit.
- 7.07 **System Service Seniority Provisions.** When employees of another Company in the Sprint Corporation are transferred to the Company, they will retain their service date for benefits only. If they have a break in service with another Company in the Sprint Corporation, their service will be bridged after five years of continuous service with the Company for benefits (excluding pensions). If former employees have a break in service, and are reemployed, their service will be bridged after five years of continuous service with the Company for benefits (excluding pensions). Pension benefits will be bridged in accordance with the pension plan currently in effect.

## **Article 8**

### **FORCE ADJUSTMENTS**

- 8.01 **Temporary Layoffs.** Layoffs which are not expected to exceed two weeks in duration shall be considered temporary.
- 8.02 **Rehire/Recall Procedure.** Layoffs other than temporary shall be based on the employee's qualifications, ability, and seniority as provided in Article 7.03. Recalls shall be made in inverse order of layoffs consistent with service requirements.

- 8.03 **Bumping.** Any employee displaced by a layoff other than temporary layoff, who is senior to an employee in an equal or lower rated job classification, may displace such employee in accordance with Article 7.03.
- 8.04 **Relocation Assistance For Force Adjustments.** An employee who is permanently transferred at the direction of the Company to a job at another reporting location which would require the employee to travel at least 35 miles (one-way) further from the employee's then current residence shall be reimbursed for the cost of packing and transporting of normal household goods if the employee relocates her/his residence within 12 months of the date of transfer. Reimbursement does not include unusual or extraordinary items such as woodworking tools, and other hobby or craft type tools and equipment. Reimbursement will be made for the cost of moving and setup of a mobile home. One-way mileage will be paid for one vehicle for the move to the new location. Mileage reimbursement will be at the rate per mile in effect at the time of the move.
- 8.05 **Relocation Disqualifiers.** It is agreed and understood that employees who bid into a new job location shall not be entitled to the benefits described in Paragraph 8.04 of this Article. It is also agreed and understood that the aforesaid benefits do not apply in those cases when an employee exercises seniority rights by displacing another employee as a result of a layoff.

#### **Article 9 JOB OPPORTUNITIES and LOCATION TRANSFER REQUESTS**

- 9.01 **Transfer Requests.** An employee represented by Local 3176 desiring a transfer to a different work location in the same classification may submit a written request to the Human Resources Department. Vacancies shall be determined by the Company. The employee requesting transfer must possess the requisite skills of the vacant position. Between two or more employees possessing the requisite skills, seniority shall prevail. Employees requesting such transfer may be disqualified if they have active formal disciplinary action. Requests for transfer will remain on file for twelve (12) months. Employees successfully transferring under the provisions of this section will not be eligible to move for a period of twelve (12) months, unless approved by management. Once the transfer request has been granted, the employee is obligated to fulfill the move. When all work location movements have been completed, the process will revert to the job posting procedure outlined in subsequent sections of this article.
- 9.02 **Eligibility/Posting Procedure.** Eligibility/Posting Procedure. Employees who have at least 12 months of service with the Company may bid on vacant jobs. The Company may, in its discretion, waive the 12 month restriction, but in doing so will waive the restriction for all interested parties for that particular job posting. Job vacancy notices will be posted electronically in each location where employees report for work. The Local Union President shall be notified of all job vacancy notices for positions represented by the local bargaining unit. Job vacancy notices will be posted for a minimum of seven calendar days.
- 9.03 **Selection Criteria.** Job vacancies and new jobs shall be filled on the basis of qualifications, ability, and seniority as provided in Paragraph 7.03 of Article 7.
- 9.04 **Selection Process.** It is understood and agreed that the Company may establish qualifications and/or district limitations for all jobs and shall not be required to award a job to anyone who does not meet the qualifications. If no qualified employees bid for a posted job from within the bargaining unit, the Company shall have the right to fill the job from any available source. If no qualified person can be found, the bid may be rewritten and posted in accordance with this Article.

- 9.05 **Determining A Vacancy.** The Company shall have the exclusive right to determine where and when a job vacancy exists and its determination shall be final and conclusive.
- 9.06 **Restriction On Bidding (12 Month Period).** It is agreed that, at the Company's discretion, an employee who has successfully bid on a posted job may be prohibited from bidding on another job for a period of 12 calendar months.
- 9.07 **Restriction on Bidding (Training).** Employees who have received Company-sponsored technical training for four or more consecutive weeks for their current classification, cannot bid on another vacancy until 12 months have elapsed after completion of the training.
- 9.08 **Going To The New Job.** Employees who are awarded bids will be moved to the position as soon as practical as determined by the Company not to exceed three months. When an employee is moved into the job, the employee shall be considered on probation on that job for six months. If it is determined by the Company within that time the employee cannot satisfactorily perform the requirements of the new job, the employee will return to her/his old position or an alternative position (provided the employee is viewed by the Company to be qualified for the alternative position) at the appropriate rate of pay, provided vacancies exist in either the previously held position or alternative positions as described above. If no such vacancies exist, the Company may terminate the employee's employment. Employees terminated under this article shall be entitled to termination pay in accordance with the table in Article 23.
- 9.09 **Setting New Pay Rates.** Upon reclassification to a higher rated job, the employee shall be paid at the next higher rate of pay on the new wage schedule and shall progress on that schedule on normal progression dates. Employees who are granted a job within the same wage schedule shall continue to progress in the wage schedule on normal progression dates. Employees who are granted a lower rated job will receive the appropriate rate of pay in the lower wage schedule on normal progression dates.
- 9.10 **Temporary Assignments.** When in the opinion of the Company it is necessary to temporarily assign an employee to a job other than that which the employee normally performs or to another job classification, the Company shall in its sole judgment select the employee to perform such work; provided, however, when it is anticipated that such temporary assignment shall extend beyond two weeks, then the senior qualified employee within the work location of the Company's choice shall have first opportunity for the transfer. Temporary transfers will not normally extend beyond six months duration. Temporary transfers may extend beyond six months for special situations by mutual agreement between the Company and the Union.
- 9.11 **Temporary Assignment Pay.** Employees temporarily transferred or assigned to a lower rated job or classification shall be paid at their normal wage rate. Employees temporarily transferred or assigned, who work a minimum of 2 hours a day at a higher rated position or job classification shall be paid at the appropriate base rate of the higher rated position.
- 9.12 **Transfers Outside Of Bargaining Unit.** Any employee who has been promoted or transferred from the bargaining unit, and who is determined to be unable to perform the job duties in a satisfactory manner due to illness or other reasons may, at the sole discretion of the Company, be returned to a bargaining unit job without such job being subject to a job posting procedure.
- 9.13 **Cross Jurisdictional Assignments.** In an effort to meet temporary staffing requirements and to minimize the need for contractors, the Company and the Union agree that the Company will have the right to supplement the work force within the jurisdiction of the Union with other Company employees. At the discretion of management, due to service requirements, employees may be required to work at other Company designated locations outside the bargaining unit on a temporary

basis. Similarly, other bargaining and/or non-bargaining unit Sprint employees may be required to work at Company designated locations on a temporary basis performing bargaining unit work. The determination of which employees based on qualifications and operational necessity are to be utilized in the above capacity shall rest solely with the Company.

- A. The Company recognizes the Union's right to protect and preserve its jurisdiction over the work performed by employees assigned to the bargaining unit. The Company shall keep to a minimum such temporary cross jurisdictional transfers and shall make or effectuate such transfers only to meet service requirements. Temporary cross jurisdictional transfers may be utilized to the extent they do not cause a reduction of employees in the bargaining unit, and/or prevent the addition of more employees to the bargaining unit.
- B. Temporary cross jurisdictional transfers shall normally be for three (3) work days or less. Regardless of the duration of the cross jurisdictional transfer assignment, the Company shall make every reasonable attempt to contact the Local Union President or his/her designee in the event of the need for such assignment within 24 hours of the initiation of the assignment. Should the temporary cross jurisdictional assignment require greater than three (3) work days, the Company shall notify the Local President or his/her designee, as soon as the Company becomes knowledgeable of said need, of the name of the individual transferred, the work location, the expected duration, and provide him/her with information substantiating the Company's service requirements.
- C. "Service Requirements" means such service requirements as determined by the Company, but such determination shall be subject to the grievance procedure set forth in Article 5, and a charge of bad faith or arbitrary action shall be subject to the arbitration procedure set out in Article 6.
- D. Temporary cross jurisdictional transfers of bargaining unit employees to work outside the bargaining unit shall be handled in accordance with the procedures in Article 9.10.
- E. The parties agree that the assignment of bargaining unit work to non-bargaining unit employees and the assignment of non-bargaining unit work to bargaining unit employees as permitted under this agreement is not intended in any way to affect the separate community of interest shared by each group of Sprint employees, nor to result in an accretion of one group of employees into another.

**Article 10**  
**HOURS OF WORK AND BASIS OF COMPENSATION**

- 10.01 **Overtime.** Employees shall be paid at the overtime rate for all time worked in any one day in excess of eight hours, or for any time worked in a calendar week in excess of 40 hours. Vacation and holiday pay shall be considered as pay for time worked for the purpose of computing overtime.
- 10.02 **Compressed Work Week.** Service conditions permitting, the Company and the Union agree to allow employees to voluntarily work a compressed workweek consisting of 10 hour work days scheduled over a four day workweek. Establishment of compressed workweek scheduling within a work group will require the mutual agreement of the employee, the employee's supervisor and the Union. Any agreement to utilize compressed workweek scheduling may be canceled by either the employee, the employee's supervisor or the union representative by providing two weeks advance written notice of the intent to cancel.
- A. Vacation days will generally be based on scheduled hours. Single days of vacation taken within a workweek will equal 10 hours per day. An entire week (or segment) of vacation will be based on five eight hour days.
  - B. Sick time will be based on the employee's schedule for that period of time. Employees scheduled for eight hours will be paid (based on available benefits) eight hours per day. Employees scheduled for 10 hours will be paid 10 hours per day.
  - C. Employees will receive eight hours of pay for personal and/or company recognized national holidays. Employees scheduled for four 10 hour days will have three options available with respect to the two remaining hours. Employees may elect to take two hours of vacation in addition to the eight hours of holiday pay; elect to take two hours without pay in conjunction with the eight hours of holiday pay; or make up the two hours on a nonscheduled day other than Sunday provided such make up time is during the same calendar week as the holiday.
  - D. Employees scheduled for 10 hour days shall be paid at the overtime rate for all time worked in any one day in excess of 10 hours, or for any time worked in a calendar workweek in excess of 40 hours.
  - E. Employees scheduled for 10 hour days may have their schedules changed to eight hour days due to training requirements or other unforeseen operational needs with no penalty incurred by the Company.
  - F. This Article is intended to define the normal hours of work and is not construed as a guarantee of hours of work per day or per week.
- 10.03 **Call Out.** Call out pay shall be at the rate of 1-1/2 times the base rate of pay. Employees called out will receive a minimum of two hours call-out pay for any call-out which requires an employee to physically report to a company directed work location. Employees who are called and are able to perform the work assignment from their home will be paid for actual time worked only. The two hour minimum will not apply.
- 10.04 **Sunday Pay.** Employees working on Sunday shall be paid the premium rate of 1-1/2 times their base rate of pay for all scheduled hours worked to a maximum of 8 hours (10 hours if the employee is on a compressed work week schedule) plus any applicable evening and night differentials.
- 10.05 **Overtime vs. Premium Pay.** Under no circumstances shall hours worked at overtime rates provided for under the terms of this Agreement be pyramided toward computation of daily or weekly overtime. However, hours worked at premium rates will be counted toward weekly overtime.

- 10.06 **Breaks.** Service conditions permitting, all employees will be assigned or allowed a 15 minute relief period in each session worked, as near the midpoint of the session as feasible or practicable. Employees cannot forego their relief period in order to shorten their workday. Overtime will not be paid if a relief period is not taken. When continuation of work occurs and it is determined the employee will be required to work greater than three additional hours beyond the normal scheduled workday, the employee will be eligible for an additional paid 15 minute relief period.
- 10.07 **Rest Period.** Employees working 14 or more hours during the 24 hour period immediately preceding the start of their next scheduled tour of duty will be entitled to an eight hour rest period before reporting to their next scheduled tour of duty. Employee who chooses not to report to work until their eight hour rest period has expired, shall be paid no more than two hours base rate for those rest period hours which extend into the employees' next scheduled tour. All rest hours paid or nonpaid which extended into the next scheduled tour shall count towards the daily and/or weekly overtime build. Should an employee be required to report back to work, and before eight hours rest period has elapsed, the employee shall be paid 1-1/2 times the regular rate of pay for all hours worked until eight hours from the time the rest period began.
- 10.08 **Right To Require Overtime.** The Company reserves the absolute right to require employees to work overtime when, in the opinion of the Company, such overtime is necessary.
- 10.09 **Opportunity For Overtime.** Opportunity for overtime work shall be equalized insofar as practical within each work group over a reasonable period of time and where practical will be assigned to those employees who desire it.
- 10.10 **Overtime Process.** Overtime Process. Overtime will be administered as follows:
- A. Work group overtime rosters will be posted bi-weekly, ranking employees according to their year-to-date call-out and overtime hours actually paid. The employee having the least amount of call-out and overtime worked will be first on the roster. The employee having the greatest amount of call-out and overtime worked will be last on the roster. Overtime opportunities will be voluntarily offered in order of the posted roster's ranking from first to last. Whenever an insufficient number of volunteers are available, seniority will determine who shall be forced to work, beginning with the least senior employee in the overtime group.
  - B. These overtime rosters will be used exclusively for advance scheduling of overtime and for call-outs. These overtime rosters will not be used for scheduling daily overtime (or "continuation of same day" overtime) purposes.
  - C. Employees assigned to temporary projects or special assignments will continue to have their overtime and call-out hours accumulate on the roster, but will be exempted from the selection system during their special projects or assignments.
  - D. Employees may indicate in advance their desire to not be considered for overtime or call-out opportunities. The notification must be submitted in writing to the employee's supervisor and will remain in effect until canceled in writing. The initial notification and subsequent cancellation must be received at least one week prior to the posting of the overtime roster. Employees who indicate their desire not to be considered for overtime/call-out opportunities will be bypassed when such overtime/call-out opportunities arise, service conditions permitting. In any case, the Company reserves the right to require employees to accept overtime/call-out opportunities when the need arises as determined by the Company in accordance with this Agreement.
- 10.11 **No Guarantee Of Hours.** Nothing contained in this Article nor any other provision of this Agreement shall be construed to constitute a guarantee of any number of hours.
- 10.12 **Work Schedules.** Weekly work schedules will be posted on or before Thursday of each week for the succeeding week. When deemed appropriate by the Company, schedules shall be posted to

cover periods of more than one week but not normally to exceed eight weeks, service conditions permitting. In such cases whereby a greater than eight week schedule is required, the Company will notify the Local Union President. Such schedules shall show the starting and ending time of each tour and the days of work and days off.

10.13 **Right To Change Schedules.** Nothing contained in this Article shall restrict the Company from changing the hours of specific tours or from changing scheduled work days and scheduled days off in order to meet service requirements.

A. Any Company required changes to an associate's work schedule which occur with less than 24 hours notification prior to the start of the regularly scheduled shift shall result in an additional payment of ½ times the regular base rate for those hours of the new shift worked outside of the original scheduled shift. Those hours worked which fall within the original scheduled shift shall be paid in conformance with normal existing pay rules. The additional payment of ½ times the regular base rate shall not be paid in addition to premium or overtime paid for such time.

B. Further, if the change to the schedule is the result of an associate's request, no additional payment shall be warranted. Any request for changes to an associate's schedule which provide 24 hours or greater notification to the associate shall not result in any additional payment.

10.14 **Selection Of Work Schedules.**

A. In those work groups where more than one tour is required to meet service requirements, the Company will assign work schedules in accordance with the preference of full-time employees in the order of their seniority, provided the employee is qualified and capable, as determined by the Company, of performing the duties of a particular assignment.

B. New employees entering the workforce and employees returning to work after a period of absence who were not available to select their work schedule, shall be assigned a schedule by the Company until the next regular selection period after the schedule has been assigned in accordance with 10.12 by employees present.

## **Article 11 CONTRACTING WORK**

11.01 The use of contract labor shall not result in the lay-off or part-timing of any regular employee normally performing the same work as that which is contracted out.

11.02 The Company will not use contract labor at overtime rates if the Company's regular workforce can be more profitably used for the same work.

11.03 The Company and Union shall meet annually, at mutually agreeable time, to discuss the productive use of our workforce.

**Article 12**  
**PHYSICAL EXAMINATIONS**

- 12.01 **Applicants.** Applicants for employment may be required to submit to a physical examination by a local physician selected by the Company.

**Article 13**  
**PAID AND NON-PAID ABSENCES**

- 13.01 **Leave of Absence.** Upon written request, the Company may, at its discretion, grant leaves of absence with or without pay and benefits in accordance with their respective rights as set forth in this Agreement. Employees granted leaves of absence who accept other employment while on leave or who fail to return to work on the first workday following expiration of the leave shall be considered to have quit their employment.

- A. If requested by the Company, employees must submit to a physical examination by a Company doctor or submit a written statement from their doctor as to their ability to return to full, normal duties, prior to returning from leave of absence.
- B. Employees returning from authorized leaves of absence shall be returned to duty status providing:
  - 1. Work is available. If no work is available, employees will be offered the next opening which they are qualified to fill if they are otherwise eligible.
  - 2. No impairment during the leave has been experienced by the employee which would render the employee unqualified to do the work.
  - 3. The employee has not been guilty of misconduct during the leave which would have been proper cause for discharge.

- 13.02 **Family Medical Leave.** Family Medical Leave. In accordance with the Family and Medical Leave Act of 1993, employees may be eligible for up to 12 weeks of nonpaid leave in any rolling 12 month period for the birth or placement for adoption or foster care of a child (as described in D. below); the serious health condition of a spouse, child, or parent; or the employee's own serious health condition. The term "child" might describe a situation where an employee has the day-to-day responsibility of caring for a child even though the employee does not have a biological or legal relationship to that child. Additionally, the term "child" may include individuals above the age of 18 who are incapable of self-care because of mental or physical disability.

- A. To be eligible the employee must have been employed for at least 12 months and have worked a minimum of 1,250 hours during the 12 months prior to the requested leave.
- B. Notice required. Employees are required to submit FMLA documentation no later than fifteen (15) days from their first day of absence unless prevented from doing so due to mitigating circumstances.
- C. Employees will not be required to use their paid vacation or personal holidays prior to taking nonpaid family leave time for which they may be qualified. However, should employees elect to take paid benefits as described above in lieu of nonpaid FMLA time, these paid benefits will be deducted from the 12 week nonpaid leave period. Employees who take short-term disability paid benefits for their own serious health condition which qualifies under the FMLA will have their 12 weeks of FMLA time run concurrent with their paid disability benefits, provided such paid disability benefits are available at the time of disability.
- D. Employees will not be paid for official Company recognized holidays which may fall during the leave period.

- E. Leave taken for birth or placement of a child may only be taken within 12 months of the birth or placement, and may not exceed 12 weeks per event, nor may the overall FMLA usage exceed 12 weeks within a rolling 12 month period of time.
  - F. Eligible employees may take their leave on a reduced or intermittent basis.
  - G. Employees wishing to take a medical leave shall be required to provide medical certification of illness.
  - H. Employees who are granted a nonpaid family or nonpaid medical leave of absence will have their insurance programs continued at the appropriate premium deduction rate for the nonpaid leave period not to exceed 12 weeks from the time the nonpaid leave begins.
  - I. Employees who are on a nonpaid family or nonpaid medical leave will not have their system service date adjusted.
  - J. Procedures for reinstating employees returning from authorized nonpaid family or nonpaid/paid medical leaves will be in accordance with the FMLA.
- 13.03 **Jury or Witness Leave.** Any full-time employees who are subpoenaed as witnesses, provided they are not a party to the proceedings, for all duly constituted Municipal, State and Federal courts or who are lawfully summoned to serve on jury duty shall be paid by the Company their base rate of pay, for all time necessarily consumed in performing such service, providing they immediately notify their supervisor upon being served with the summons or subpoena. To be eligible for this benefit employees who are dismissed or released from their subpoena or summons on any day more than one hour prior to the end of their scheduled tour shall report to work for the remainder of their tour. Employees who are working evening or night tours shall be rescheduled to an 8:00 am to 5:00 pm tour during the week of jury or witness duty.
- 13.04 **Funeral Leave.** In the event of the death of an employee's spouse, child (as defined in Article 13.02), parent, brother, sister, stepparent, stepbrother, stepsister or stepchild, any such employee scheduled to work, shall be excused for a period not to exceed five consecutive work days. In the event of the death of an employee's aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents-in-law, any such employee scheduled to work, shall be excused for a period not to exceed three consecutive work days. Employees shall receive pay at their base rate of pay for the hours they were scheduled to work. Such payment shall be for a maximum of 40 hours. Additional time off without pay may be granted at the discretion of the Company.
- 13.05 **Military Leave.** Employees who are members of the National Guard or other Armed Forces reserve units will, upon prior request, be excused for the annual training period not to exceed two weeks. Employees granted leaves under this provision will receive the difference between their Company pay (base rate excluding shift differential) and their military pay where their Company pay is greater.
- 13.06 **Voting Time.** Time off with pay will be allowed for employees to vote, provided the employees have received prior approval of their supervisor and working conditions permit.

- 13.07 **Union Leaves.** Service conditions permitting and upon written notice by the President of the Local Union or the CWA Representative of not less than five calendar days prior to posting the work schedule of the employee involved, the Company will grant to an employee time off without pay to attend Union schools, conventions, meetings or other Union Business. No more than eight employees will be excused at any one time but not more than two employees will be excused from a work group, service conditions permitting. Such time off shall not be for more than 10 consecutive days at any one time and no more than 15 days in any one calendar year; except, the President of the Local will be granted 60 days in any one calendar year. The Sprint Unit Vice President, Executive Vice-President, Secretary and Treasurer of the Local will be granted no more than 45 days in any one calendar year. No more than 28 employees will be granted time off under this paragraph in any one calendar year. The CWA Representative will provide to the Human Resources Department the names, classification and location of duly authorized Union stewards and provide quarterly updates of changes to this listing.
- 13.08 **Additional Time Off.** Additional time off with or without pay may be granted at the Company's discretion, but any such decision by the Company to grant or deny any such time off shall not be subject to grievance or arbitration nor considered as precedent for any subsequent decision.

**Article 14**  
**EXPENSES, ALLOWANCES, AND REIMBURSEMENTS**

- 14.01 **Temporary Assignments.** An employee who is attending school or training within the state of Florida, or who is temporarily assigned work in the operating area of the Company, will have expenses covered as follows:

**A. Daily Travel (No Overnight Stay).**

1. Employees may elect, with prior supervisory approval, to go directly to their assigned locations from their residences without the necessity to report to their normal work locations, use their personal vehicles and receive payment at the appropriate mileage rate for miles driven in excess of those normally required when reporting to work.
2. Employees may report to their normal work locations and then drive to their temporary assignments. Based upon availability of vehicles, the Company may assign a Company vehicle for transportation. When a Company vehicle is not available, the employee's supervisor shall compensate the employee at the appropriate rate for mileage accumulated driving her/his personal vehicle. When employees choose to travel together in a personal vehicle, only one employee will be compensated for mileage.

**B. Overnight**

1. Based upon the distance and travel time involved, the Company will determine the necessity of employees to stay overnight at their assigned locations. Should overnight accommodations be made available to employees and they choose to return to their residences, all such travel time and expense is uncompensated. Personal non-Company provided transportation must be used for this travel. Employees will be eligible for payment of the expense allowance.
2. When distance and travel time warrant that employees should be provided overnight accommodations, as determined by supervision, the Company will reimburse the employees for the cost of same, upon presentation of paid receipts in accordance with the Company's business expense policy. It is understood that the Company may, at its discretion, designate reasonable accommodations for any such lodging.

3. Travel time at the beginning and completion of a temporary or training assignment in excess of the normal drive time between the residence and the assigned work center will be paid at the appropriate rate.
4. Employees who are permitted to travel by personal vehicle will be compensated for only those normal scheduled work hours which would had been required for air travel as determined by the Company.
5. Based upon the availability of vehicles, the Company may assign Company vehicles for transportation or compensate employees at the appropriate rate for mileage accumulated driving their personal vehicles. When employees choose to travel together in a personal vehicle, only one employee will be compensated for mileage. Mileage will be computed from the employee's normal work location to the training location.
6. Whenever employees attend schools, training or special assignments that require overnight accommodations which extend beyond four consecutive weeks, the Company will pay for the cost of transportation for the employees to their homes and return, not to exceed airfare coach rate and excluding meals and lodging to said schools, training or special assignments once for each five week segment of the school, training or special assignment.
7. Employees will be reimbursed for reasonable and verifiable expenses in accordance with the Company's business expense policy.

14.02 **Personal Transportation.** Employees who are permitted to furnish their own transportation while on Company business, will be reimbursed at the appropriate mileage rate. In those instances, when, at the discretion of the Company, employees are permitted to provide their own transportation in lieu of air travel, reimbursement shall be at the appropriate mileage rate. The Company further agrees that if the mileage rate is changed for any employee group with the Company during the term of this Agreement, such change will be extended to all employees covered by this Agreement.

## **Article 15 TELEPHONE CONCESSION**

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a Sprint telecom concession. Currently, employees covered by this agreement are entitled to the Sprint Long Distance Concession Plan. Retirees currently have the Sprint Long Distance Concession Plan.

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the Sprint services provided to non-bargaining employees at the same location.

## **Article 16 VACATIONS**

16.01 **Vacation Accrual.** Employees who terminate prior to December 26 for reasons other than retirement during the calendar year will be given vacation earned the preceding year but will not be given credit for vacation during the year in which they terminate. Employees who are on the payroll on December 26 will be vested for vacation eligibility for the next calendar year.

- 16.02 **Amount of Vacation - Full-Time Employees.** Effective January 1 of each calendar year all regular full-time employees will be eligible to participate in the company's vacation program, as follows:
- A. Full-time employees hired during the previous calendar year will receive one day (eight hours) of paid vacation for each full month of service up to a maximum of two weeks vacation with pay for 80 hours at their base rate of pay.
  - B. Employees having less than five years of credited service will receive two weeks vacation with pay for 80 hours at their base rate of pay.
  - C. Commencing in the calendar year in which employees complete five years of credited service they will receive three weeks vacation with pay for 120 hours at their base rate of pay.
  - D. Commencing in the calendar year in which employees complete 15 years of credited service they will receive four weeks vacation with pay for 160 hours at their base rate of pay.
  - E. Commencing in the calendar year in which employees complete 25 years of credited service they will receive five weeks vacation with pay for 200 hours at their base rate of pay.
- 16.03 **Amount of Vacation - Part-Time Employees.** Regular part-time employees who are scheduled to work a minimum of 20 hours per week will receive vacation with pay at 1/2 the allowance outlined in Paragraph 16.02 above.
- 16.04 **Eligibility For Vacation.** To be eligible and vested for the above enumerated vacation benefits, an employee must:
- A. Have worked a minimum of 1,000 hours during the previous calendar year to accrue full vacation for the succeeding year. Those with less than 1,000 hours will accrue vacation at the rate of one day for each full calendar month worked.
  - B. Part-time employees and employees hired during the previous calendar year must have worked at least 2/3 of their scheduled hours to be eligible for any vacation.
- 16.05 **Vacation Carryover.** Vacation Carryover. Up to a maximum of one week (40 hours) of vacation may be carried over to the following calendar year. Carry-over vacation is not cumulative.
- 16.06 **Vacation Selection.**
- A. So far as service requirements permit, vacations may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements.
  - B. As soon as practical after November 1 of the preceding year, the Company will begin contacting employees, in order of seniority, by work group, to permit them to select their vacation for the succeeding year. Employees who do not make selection at the time they are contacted must wait until all other employees have been contacted. Employees must select their vacation in full week periods except employees who are entitled to less than one full week of vacation must select their vacation in consecutive days. Employees may elect to select their vacation in several segments.\* They shall be entitled to exercise preference by seniority for only one segment until all other employees have been given an opportunity to make a selection. Additional segments are selected in the same rotational manner. Employees failing to make a selection by January 1, will be assigned vacation by the Company.

\* A segment of vacation for selection purposes is a continuous period of vacation with no work time between the beginning and end of such vacation period.

- C. Employees who will not be readily available between November 1<sup>st</sup> and December 31<sup>st</sup> may express their preference in writing for choices in advance of being contacted and, if available, their choices will be assigned as chosen in accordance with seniority insofar as service requirements permit.
- 16.07 **Vacation Selection Usage.** After selection of vacation as outlined above, employees may, throughout the vacation year, request to take vacation on an hour-at-a-time basis by making such requests to their immediate supervisor. If such requests are granted, the time taken on an hour-at-a-time basis will be deducted from previously selected days. Periods of less than one hour will not be granted. Service conditions permitting, such requests should be granted; however, if a request is denied, it may be subject to the grievance procedure but not the arbitration procedure.
  - 16.08 **Right To Reschedule.** The Company shall have the right to reschedule vacations in the event of unforeseen service conditions or because of absences within a work group. In accordance with the above and under normal circumstances, a vacation segment of one week's vacation shall be viewed as running concurrent with a "calendar week" as defined in Article 2, Definitions, Section 2.02.
  - 16.09 **When Leaving The Company.** Employees who quit, are terminated or retire shall be entitled to vacation pay in accordance with the eligibility requirements set forth in Paragraphs 16.01 and 16.02 of this Article. Should any vacation pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expenses incurred due to loss of, destruction of, damage to Company property or equipment.
  - 16.10 **Vacation Payout Upon Death.** In the event of the death of an employee who has qualified for a vacation under the terms of this Agreement, the amount of vacation pay will be paid to the employee's spouse or paid into the employee's estate.

**Article 17  
HOLIDAYS**

17.01 **Holidays.**

Effective, January 1, 2006, the following holidays shall be recognized under this Agreement:

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

- A. Employees with greater than one year of service shall be eligible for up to eight personal holidays per calendar year. Requests for personal holidays must be in writing and submitted to the supervisor between November 30<sup>th</sup> and December 31<sup>st</sup> of the preceding year. Personal holidays will then be scheduled as far as service requirements permit by seniority.

- B. New hires in the first year will be eligible for personal holidays based on their date of hire as follows:

Month Hired	# of Personal Holidays Earned	Month Hired	# of Personal Holidays earned
January	5	July	3
February	5	August	3
March	4	September	2
April	4	October	2
May	4	November	1
June	3	December	0

- C. Selection of personal holidays shall take place based on seniority after vacations have been selected. Service conditions permitting, employees will be allowed to select their personal holidays in blocks.
- D. Employees forced to work on their selected personal holidays shall have the choice of receiving premium pay for the number of hours worked up to eight hours, or rescheduling the holiday.
- E. Employees may not carry over personal holidays from one year to another. Employees who leave the Company for any reason prior to taking their personal holiday will forfeit their unused holidays.

- 17.02 All regular, full-time employees who work their full scheduled day before or their full scheduled day after the above named holidays shall be eligible for the holidays with pay, which shall be a sum equal to eight hours pay at their base rate of pay. All regular, part-time employees who work their regular schedule days in the week in which the holiday falls will receive pro rata holiday pay which shall be the ratio of the regular scheduled hours they work per week to 40 hours at their base rate of pay.
- 17.03 When a recognized holiday falls on Saturday or Sunday, the Company shall have the option to schedule observance of the holiday on the Friday preceding or the Monday following the holiday.
- 17.04 When a recognized holiday falls within an employee's vacation period, the employee will receive an additional day of paid vacation which may be taken at a time mutually agreed upon by the employee and the Company.
- 17.05 It is understood that the Company may require any employee or employees to work on a recognized holiday when, in the judgment of the Company, such work is necessary. Employees required to work on a recognized holiday, who are otherwise eligible for the holiday with pay, shall receive their holiday pay in addition to 1-1/2 times their base rate of pay for time actually worked on the holiday.
- 17.06 Employees who are requested to work on a recognized holiday and fail to work all hours scheduled shall forfeit their right to holiday pay, unless they are excused.
- 17.07 Any employee on a formal leave of absence on the holiday shall not be eligible for that particular holiday pay.

**Article 18**  
**FLEXCARE PLAN**

Effective November 30, 2005, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees subject to this agreement in the FlexCare Plan as it is applicable to non-represented employees of the Company. The components of the FlexCare Plan available to employees subject to this agreement include the following benefit options: Medical, Prescription Drug, Dental, Vision Care, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance. Supplemental Long-Term Disability coverage will be offered under the FlexCare Plan effective January 1, 2007. However, the Company agrees to provide eligible employees with Basic Long-Term Disability coverage and pay the cost of such coverage.

Except as described in the next sentence, the annual price tags for the medical care, prescription drug, and dental care options will be the same as those applicable to non-represented employees of the Company. Should an employee elect SprintChoice Healthcare (the PPO option) or SprintSelect Healthcare (the EPP option), the Company agrees, in 2006, to contribute the greater of 1) the amount provided for non-represented employees, or 2) 83% of the monthly cost for employees electing SprintChoice, and 88% of the monthly cost for employees electing SprintSelect, in 2007, to contribute the greater of 1) the amount provided for non-represented employees, or 2) 80% of the monthly cost for employees electing SprintChoice, and 85% of the monthly cost for employees electing SprintSelect. In 2008 the caps will be eliminated entirely. Employees will not be eligible for the non-smoker discount until 2008 if still offered then. On an annual basis, employees will also be credited with benefit dollars equivalent to the cost of one times the eligible pay on the first day of each FlexCare plan year for the employee life insurance and accidental death and dismemberment insurance options. No additional benefit dollars will be provided for the other options in the FlexCare Plan.

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

As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on March 9, 2005, the Company reserves the right to amend or terminate any one of the various components of the FlexCare Plan at any time, including changing the deductible, co-payment, and maximum out-of-pocket amounts for certain health care options so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

**Article 19**  
**PENSION AGREEMENT**

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

respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

### **Section 1. Sprint Retirement Pension Plan**

19.01 The Company agrees to provide to Covered Members, through the Sprint Retirement Pension Plan (the "Retirement Pension Plan"), the benefits hereinafter specified in this Agreement effective November 30, 2005. All terms defined in the Sprint Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of Sprint-Florida, Incorporated-Ocala and Winter Garden Districts, represented by Communications Workers of America (CWA) Local Union No. 3176, who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

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

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such a date a subsequent Pension Agreement between Sprint-Florida, Incorporated – Ocala and Winter Garden Districts, and the CWA Local 3176 is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.13, Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such termination date and receive the retirement allowance determined as of the termination date, provided that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

### **Section 2. Eligibility for Benefits.**

19.02 The number of years of continuous service required to be eligible for an early or disability retirement allowance is 10 years, and for a vested retirement allowance is 5 years. The other requirements for eligibility for early and disability retirement allowances will not be changed.

### **Section 3. Amount of Allowance.**

19.03

A. The amount of the retirement payable in the form of a life annuity to a Covered Member who retires under normal or early retirement under Article 3, Retirement Allowance, of the Retirement Pension Plan shall be based on the Covered Member's age in years and completed whole months, job classification and credited service at termination of employment; and date of termination of employment, or normal retirement date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of credited service, subject to the provisions

contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

- B. The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under a Special Early Retirement Allowance as defined in Section 1.56 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph A. above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment, reduced by 5/24 of 1% for each month by which the Covered Member's actual retirement date precedes his normal retirement date.
- C. The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is entitled to a deferred vested early retirement allowance as defined in Section 1.16 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph A. above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.
- D. The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under Disability Retirement under Section 3.3 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph A. above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.
- E. Upon the death of a Covered Member described in Article 8, Spousal Allowance, of the Retirement Pension Plan prior to his normal retirement date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of this surviving spouse, provided that he and said spouse have been married throughout the one-year period ending on the date of his death. The amount of the spouse's allowance payable to an eligible spouse shall be the benefit described in paragraph A. above which would have been payable to such spouse had the Covered Member retired early in accordance with Section 1.20, Early Retirement Allowance, of the Retirement Pension Plan and benefits had commenced on the first day of the month preceding his date of death. If the Covered Member had not attained age 55, the benefit described in paragraph A. above shall be that which applies at age 55.

**See Appendix B (Pension Tables)**

**Article 20  
SAVINGS PLAN AGREEMENT**

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

**See Appendix C (Savings Plan Tables)**

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

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

Participation shall be in accordance with Article 2, Participation, of the Retirement Savings Plan.

**Section 2. Employee Contributions**

**(a) Basic Contributions.**

i. Each Participant shall be allowed to have his/her wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in Appendix C. Such bi-weekly wage reduction shall be in multiples of two dollars (\$2) and shall be contributed to the Participant's account. Such bi-weekly wage reduction shall be known as "Basic Contributions".

ii. The minimum Basic Contribution shall be ten dollars (\$10) for each bi-weekly pay period.

**(b) Supplemental Contributions.**

Each Participant who has had his/her wage reduced by the appropriate maximum amount Section 2 shall be allowed to have his/her wage reduced in multiples of \$2, which amount shall not exceed the amount specified in Appendix C. Such amount shall be known as "Supplemental Contributions".

**(c) Catch-up Contributions.**

Effective February 25, 2003, each eligible Participant shall be permitted to make Catch-Up Contributions as defined in the plan document. Upon attainment of age 50, a participant may contribute an additional amount per year to the extent provided by Section 414(v) of the Internal Revenue Code and under procedures established by the Employee Benefits Committee.

**Section 3. Company Contributions.**

The Company shall contribute the Company matching contributions equal to fifty percent (50%) in the first year of the agreement, twenty five percent (25%) in the second and twenty five percent (25%) in the third year of the Participant's bi-weekly Basic Contribution as specified in Appendix C (Basic Contributions).

**Section 4. Investment Options.**

(a) As provided for in the Retirement Savings Plan, a certain number of investment options (funds) will be available for Participants to invest their own Contributions. The percentage of contributions allocated to any investment option shall be in whole percent increments with a minimum of five percent (5%) to an investment option.

(b) The Company matching contribution for each Participant shall be invested as specified in the plan document for the Retirement Savings Plan.

(c) The Company shall designate the investment vehicle for each investment fund any investment vehicle and can change at any time.

## **Section 5. Services.**

Represented employees are included in the same automated processing services for transactions under the Retirement Savings Plan for the same fees as non-represented Sprint employees.

Changes to these services and fees, if any, will be made at the sole discretion of the Company. Such changes, however, will continue to be equal to the services and fees offered to non-represented employees.

## **Section 6. Administration of the Retirement Savings Plan.**

At its sole discretion, the Company shall designate the agent for maintaining participant records and processing transactions for the Retirement Savings Plan. The Company may change the designated agent at any time.

## **Section 7. Diversification.**

Effective November 30, 2005, the Retirement Savings Plan will provide diversification options for the Company contribution on the same basis that applies to non-represented employees.

### **Article 21 SHORT-TERM DISABILITY**

- 21.01 The Company agrees to provide accident and sickness benefits for all regular employees on a non-contributory basis; provided, however, the Company reserves the right to change insurance carriers or to establish other arrangements for accident and sickness benefits, so long as it maintains all present benefit levels for the life of this agreement. The provisions of this article shall govern in all matters pertaining to accident and sickness benefits.
- 21.02 Employees qualify for STD benefits when they are participants who cannot work at their usual job due to an illness or injury incurred, either on or off the job; and satisfy the requirements as outlined in this Article.
- 21.03 Upon recommendation of competent medical authority, an employee may qualify for STD benefits for mental illness providing the employee furnishes the Company with a diagnostic report from a qualified medical provider stating that such illness (including alcoholism or drug addiction) is sufficiently serious to prevent the employee from performing productive work. In such case, STD benefit payments will be made providing the employee undergoes the prescribed program of treatment.
- 21.04 STD benefits begin on the sixth day of illness or injury for participants. Written medical certification shall be required.

Vacation/Personal holidays are provided for all incidental absences from work. The STD waiting period must be bridged with a combination of paid (Vacation/Personal holidays) or un-paid time (minimum of one day paid), except when the absence is Workers Compensation related. In this case, the employee will have the opportunity to elect whether to take paid or an unpaid absence.

Incidental absences include both Scheduled and Unscheduled Vacation and Personal holidays. Scheduled Vacation/Personal holidays are those hours selected by the employee in accordance with the Vacation/Personal holiday selection process. Unscheduled Vacation/Personal holiday occur when an employee requests time away from work that is not pre-scheduled. Scheduled Vacation/Personal holidays are included as part of a regular work week for overtime purposes. Unscheduled Vacation/Personal holidays are not included as part of the standard work week for

overtime purposes. Unscheduled unauthorized Vacation/Personal holidays will count as an occurrence under the attendance plan.

The employee is solely responsible for providing medical certification when requested by the Company. The Company may, at its own expense, require a second medical evaluation provided by a Company chosen physician.

- 21.05 Employees do not qualify for STD benefits if:
- A. they engage in any activity which is inconsistent with the application for STD;
  - B. the physician or counselor is not licensed by the state where treatment is received;
  - C. cosmetic surgery is performed except when medically necessary;
  - D. they refuse restricted or light duty assignments that are in compliance with work restrictions while receiving STD benefits; or
  - E. the illness or injury is caused by armed conflict, results from committing a felony or attempted felony, occurs while engaging in an illegal activity, or is intentionally self-inflicted.
- 21.06 If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, resolution of a Workers' Compensation claim, plant/office closure, etc., while the employee is receiving STD benefits, the employee may continue to receive benefits until either the benefits are exhausted or the employee's physician, Company designated physician, or independent medical examination (IME) physician determines the employee can return to work. If employment is involuntarily terminated for cause, STD benefits may be terminated immediately.
- A. Other company benefits will cease as provided by each program.
  - B. The Company may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, or if the employee does not comply with a Company request for a second medical evaluation.
  - C. Failure to qualify for STD benefits does not preclude application for unpaid leave under the Family and Medical leave Act (FMLA).
- 21.07 An employee may become or remain eligible for temporary restricted STD benefits for a partial schedule if the certifying physician, Company designated physician, or an IME physician determines a return to work in a temporary restricted duty capacity is permissible and the Company is able to accommodate the restrictions. Temporary restricted schedule STD benefits are paid when an employee misses portions of a workday or works a shortened workweek (partial schedule) due to illness or injury incurred on or off the job.
- The restricted duty schedule must be consistent with the business unit's permitted schedules. The duration of the temporary restricted schedule allowed will be at the Company's discretion.
- 21.08 Employees released to a full work schedule with work restrictions may be allowed to perform light duty assignments at the Company's discretion. Light duty assignments are permissible provided there is meaningful business unit work available to be performed which does not violate the stated medical restrictions; and the prognosis from the treating physician, Company designated physician, or IME clearly indicates the employee will be able to return to his/her normal job duties within 90 calendar days from the initiation date of light duty.
- 21.09 Application for non-occupational injury/illness related STD benefits must be submitted on properly completed Company forms and must be signed as directed. The forms will require a physician's written certification of inability to work to include the specific diagnosis, prognosis,

expected date of return and any work restrictions which may apply. Required forms must be submitted within 15 calendar days from the first day of absence.

The Company may suspend or deny STD benefits if proper certification is not received within 15 calendar days from the first day of absence.

- 21.10 The Company, at its own expense, may require a second medical examination and certification by a second physician designated by the Company at any time. If the second opinion differs from the employee's physician's opinion, STD benefits will cease. In this instance the employee may request an IME. If the IME physician's determination does not support the need for STD benefit, the STD benefit will cease, and the employee will be responsible for payment of the IME. If the IME physician's determination supports the need for STD benefit, the STD benefit will be paid in accordance with this article, and the Company will be responsible for payment of the IME.

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

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

- A. The STD benefit is either 60% or 100% of base salary. The percentage paid is based on the length of service with the Company. An employee's service anniversary date determines the timeframe for which an employee can receive benefits. The following STD benefit payment schedule is based on completed years of service as determined by the employee's system anniversary date.
- B. A higher level of benefits does not take place if an employment anniversary occurs while receiving benefits or if the employment anniversary occurs before the employee works days specified under 21.13 after any STD benefit usage.

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

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

Should an employee exhaust his/her STD benefits after 26 weeks and have applied for Long Term Disability benefits, he/she shall be placed on an unpaid Leave Of Absence until his/her application for Long Term Disability benefits has been approved or denied. However, should an employee exhaust his or her STD benefits after 26 weeks, a reasonable leave of absence will be granted, if it is determined and certified by a physician that an employee may require an additional unpaid leave to fully recover and resume their full duties. The Company may require an Independent Medical Exam to certify such leave.

21.12 Overpayments occur when the employee is paid more STD benefits than they are entitled to receive. The Company will recover overpayments by offsets against future payments or any other method permitted by applicable law.

In certain circumstances the Company can recover from other parties for the STD benefits paid. When the Company has these "subrogation rights", the employee must do anything the Company reasonably asks to protect these rights and help the Company recover from the other party.

21.13 When non-occupational illness or injury keeps an employee from working at his/her regular work schedule after a return from an STD benefit period, further benefits are paid as shown:

Successive disabilities due to the same cause that are separated by 30 calendar days or less of active full-time employment will be considered one disability. During the life of this agreement, the first occasion of STD, benefits shall reset on or after 91 calendar days of active full time employment. Subsequent occasions of STD benefits shall reset on or after 182 calendar days of active full time employment.

Vacation, personal or fixed holidays, bereavement, jury duty and other excused paid time is included in the 182 day benefit reinstatement period.

21.14 If you are eligible to receive Workers Compensation benefits under the state law and STD benefits under this Plan, your STD benefits will be coordinated with any Workers' Compensation benefits you receive such that the employee will receive the maximum payment available under this plan or the workers' compensation state statute, but not the total sum of benefits. Your Plan benefits will be limited such that the sum of your Plan benefits and your Workers Compensation benefits will not exceed 85% of your Base Salary, unless otherwise required by state Workers Compensation laws.

**Article 22**  
**EMPLOYEE INCOME PROTECTION PLAN FOR**  
**BARGAINING UNIT EMPLOYEES**

- 22.01 If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least 20 years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least 55 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described in Paragraph 22.02 of this Article subject to the following conditions:
- A. The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
  - B. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
  - C. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within 30 days from the date the Company makes the notification of any such change or surplus in order to be effective and such election may only be revoked within such 30 day period.
  - D. Employees who elect to receive benefits under the provisions of this Article shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.
- 22.02 Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with Paragraph 22.01 shall begin within 1 month after such employee has left the service of the Company. The employee may elect to receive a lump sum payment, or have the monies distributed in 12, 24, 36 or 48 monthly payments. The payments will continue until the employee's election of 12, 24, 36 or 48 payments have been made.
- 22.03 Effective November 21, 1987, for employees who so elect in accordance with paragraph 22.01, the Company will pay monthly as Employee Income Protection payments, \$8.50 for each year of continuous service plus 35% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$500.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$24,000.

- 22.04 In no event shall the total of the Employee Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.
- 22.05 As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- 22.06 Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of Sprint Corporation.
- 22.07 In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which the recipient is entitled have been made, the remaining amount shall be paid to the individual's estate.
- 22.08 When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this Article, the Company may lay off employees as provided under other provisions of this Agreement.

**Article 23**  
**TERMINATION ALLOWANCE**

- 23.01 Employees whose services are terminated under any of the conditions outlined below shall be eligible for a termination allowance:
- A. The employee's job is eliminated as a result of Company changes and other employment with the Company is not offered to him/her.
  - B. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.
- 23.02 Termination allowances due under the above shall be at the base pay rate of the employee at the time of the service termination. Employees will receive severance pay at the time of the service termination not to exceed twenty-six (26) weeks at the rate of one (1) week of pay for each completed year of service. The employee may elect to receive a lump sum payment or a bi-weekly distribution
- 23.03 Employees who have once received their full severance pay allotment, and have later been re-employed or recalled (and not been required to return any severance monies due to pro-ration based on the timing of their re-employment) must complete one (1) full year of employment before being eligible for severance pay for a subsequent layoff. The amount of such severance pay shall be based on the period of employment between the date of the employee's most recent re-employment or recall and the subsequent layoff.
- 23.04 At the Company's discretion, severance pay may be paid to employees leaving the employment of the Company for other reasons, but no such severance pay will be paid to an employee dismissed for misconduct or who voluntarily quits.
- 23.05 Employees who receive severance pay in a lump sum and are subsequently re-employed by Sprint may be required to reimburse a portion of the severance payment on a pro-rated basis based on the length of their layoff period.

**Article 24**  
**WAGES**

24.01 **Full-time Employees:** The rates of pay and progression schedules for full-time employees shall be those shown in Appendix D, attached hereto and made a part hereof.

24.02 **Part-time Employees:**

A. The rates of pay and amounts of increase shall be the same as that shown in Appendix D for full-time employees.

B. A part-time employee shall receive progression increases upon completion of 1040 hours of work but such increases shall not be given in less than six month intervals.

24.03 Attached hereto, as Appendix D is the schedule of job classifications and the base hourly rates of pay to be effective during the term of this Agreement for work performed by employees in such job classifications.

24.04 At its discretion, the Company may grant wage service credit to new hires or rehired employees for previous experience and for special skills or training which the Company deems to be advantageous.

24.05 **Differential Pay.** A day shift is defined as a shift that begins at any time between the hours of 6 am up to 11 am. A shift differential of \$.55 per hour is paid for shifts that begin at any other time and is paid for all hours worked.

24.06 Differential to be paid to any employee working in the following categories:

	Per Hour
<p>A. Employees with journeyman electrician or journeyman heating and air conditioning license assigned to electrical or air conditioning work .....</p>	\$.10
<p>B. Working Leader: Assignments on which the employee has the responsibility of directing the work of a group of employees and normally is required to perform some of the same work as that of the group directed .....</p>	\$.25
<p>C. During the short term absence of a supervisor, employees may be voluntarily assigned to perform the duties of the supervisor (except disciplinary matters). Employees acting as a temporary supervisor may do so only for a minimum of 40 consecutive hours; will not perform their normal job duties during this time; and will continue to be managed under the parameters of this agreement.....</p>	\$.75

24.07 **Standby.** Employees may be required to serve on standby for periods of seven calendar days (Tuesday through Monday). Standby duty, where deemed appropriate, will be rotated among all qualified employees in a geographic area as defined by the Company on a qualifications or seniority basis and shall be at the sole discretion of the Company. Based on the needs of service, the Company will determine the number of qualified employees who will be assigned standby duty. At the Company's discretion, associates scheduled for Saturday or Sunday coverage may be

disqualified from participating in standby, to include the acceptance of standby through trading with another employee charged with the responsibility of standby for said period.

- A. No employee will be required to serve on standby duty for more than one week in each four week period. This restriction will not prevent employees from volunteering for standby duty on a more frequent basis, nor will it prevent employees from trading weeks of standby except as noted in the above paragraph. Business Technicians and Central Office Technicians will be excluded from this restriction, and will be available for standby duty as the Company needs require. During the period of standby, the employee will be available to take all calls and report to a job site as needed.
- B. During periods of standby, the employee may be assigned a vehicle for business purposes only. If assigned a vehicle, the vehicle must be kept at the employee's place of residence and parked off the public street when possible. If the vehicle cannot be kept at the employee's place of residence due to an ordinance or other regulation, it may be parked at the nearest Company-approved location(s). Travel time (for the standby program) between an employee's first/last work assignment, will be paid at the appropriate rates. This is true whether or not the employee is in a company vehicle.
- C. An employee on standby will be provided a communication device and will be required to stay within paging range at all times. Employees on standby will receive standby pay in the amount of eight hours times their base rate of pay for each week of standby. This payment is not considered as time worked and does not count towards the computation of daily or weekly overtime. During standby, employees called out (on other than their regularly scheduled working hours), and who are required to leave their residence will receive pay for not less than two hours at the overtime rate.
- D. An employee on standby will not normally be the candidate first selected to work scheduled overtime when the Company has 12 or more hours of advance knowledge of the need for such work to be performed. In such instances as described herein, the Company under normal circumstances should first attempt to meet the need for additional assistance by contacting individuals in accordance with Article 10.10.

**Article 25**  
**MISCELLANEOUS CONDITIONS OF WORK**

**25.01 Bulletin Boards.**

- A. The Union will be permitted the use of space on certain Company bulletin boards as designated by the Company. Use of such bulletin boards by the Union shall be restricted to announcements of union meetings, social functions, nomination and selection of officers and such other material that is not political, religious, racial or is considered by the Company to be otherwise controversial or derogatory of the Company or its personnel.
- B. All material permitted to be posted on such bulletin boards shall be posted only by the supervisor who has control of and responsibility for maintenance of the bulletin board in each designated location. It is agreed and understood that all material proposed to be posted by the Union shall be subject to the approval of the Company and the Company shall have the right to refuse to post or remove any material it considers controversial, political, inflammatory or derogatory in nature.

- 25.02 **Inclement Weather.** When employees report to work and because of inclement weather are, in the opinion of the supervisor, unable to safely perform their regular work, they shall be assigned such other work as may be available, if their time may be profitably utilized.
- 25.03 **Tools.** The Company agrees to furnish all required tools to be used in the employee's work.
- 25.04 **Replacing Tools.** The Company will replace all required tools which become unserviceable provided the unserviceable tools are turned in. It is understood that any tools lost or stolen due to the negligence; or damaged due to abuse of any employee, will be replaced by the employee and not the Company. Any tool or equipment purchased as a capital expense shall be replaced at the depreciated value of the tool or equipment at the time of loss. Reimbursement may be by payroll deduction at the employee's option. In no case shall bi-weekly payments exceed 10% of employee's base pay except by voluntary waiver.
- 25.05 **Personnel Records.** If a corrective action is entered in an employee's personnel file, the employee will receive a copy of said corrective action. Said entry will be made within a reasonable time. The employee receiving a corrective action will sign it which will not necessarily constitute agreement with its terms. If the employee does not receive any further corrective actions, it shall be removed from the employee's departmental file in accordance with the departmental corrective action procedures, as determined by the Company. In no circumstance will the deactivation periods developed by various departments exceed 12 months.
- Coaching:** If a coaching is entered in an employee's personnel file, said entry will be made within a reasonable time and the employee receiving the coaching will initial the entry which will not necessarily constitute agreement with its terms. Coaching does not constitute corrective action and as such all coaching will not be subject to the grievance nor arbitration procedure.
- 25.06 **Performance Appraisals.** Employees will be shown their own evaluation reports which they will sign. Their signature will not necessarily constitute agreement with its terms.
- 25.07 **Employee Health and Safety.** The Company shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices.
- 25.08 **Safety Footwear.** The Company will pay 50% of the cost of one pair of safety footwear up to a maximum of \$75 annually for those employees in positions which are required under OSHA regulations to wear such footwear. Any additional expense will be the responsibility of the employee.
- A. The Company will make the determination of which employee classifications will be required to wear safety footwear.
  - B. The Company will determine what is considered acceptable safety footwear with respect to appearance and functionality.
  - C. Safety footwear for this purpose must meet the current ANSI Z41.1 Class 75 safety requirements.
  - D. The Company reserves the right to determine which vendor(s) may be utilized for the provisioning of safety footwear.
- 25.09 **Safety Prescription Eyewear.** The Company will pay 100% of the cost of prescription safety glasses for employees in positions which require the wearing of safety glasses. Any additional expense beyond what is noted in this article will be the responsibility of the employee.
- A. The Company will make the determination of which employee classifications will be required to wear safety glasses.

- B. Prescription safety glasses for this purpose must meet current OSHA and ANSI recommendations.
  - C. The Company reserves the right to determine the frames to be used and which vendor(s) may be utilized for the provisioning of prescription safety glasses.
  - D. Employees are responsible for the cost of eye examinations. The Company will pay for clip-on side shields, fittings for prescription glasses, and tints up to Rose #2.
  - E. The Company will pay for one pair of one prescription or bi-focal prescription safety glasses once every two years unless the glasses are broken during the course of an employee's work beyond repair for reasons other than neglect.
- 25.10 **Professional Wear.** At the sole discretion of the Company, uniforms will be provided for those classifications which the Company deems appropriate. The Company will pay 100% of the cost.
- A. Color, style, and material blend of clothing will be determined by the Company. The Company logo and the employee's first name (or acceptable derivative in the Company's discretion) may be required on the shirts and/or jacket.
  - B. The Company may, at any reasonable time, require the return of any part of the uniform. Company uniforms which have been in the care of an employee who is terminating from the Company must be returned on that employee's last working day, or the employee must pay the Company original purchase price for all missing garments. This cost will be deducted from the employee's final paycheck.
  - C. Replacement of uniform garments damaged through normal wear on the job will be the responsibility of the Company. Employees will be responsible for the full Company cost of replacing uniform garments should they be lost, stolen, or damaged through neglect.
  - D. Employees will be required to wear uniforms that are, in the Company's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all work hours.
  - E. The Company will furnish an appropriate number of uniform trousers and shirts, 1 jacket with a liner, and 1 cap to each eligible employee. Additional garments may be furnished by the Company if approved by supervision.
  - F. Belts are not provided in this program. The personal belt of an employee must be an acceptable complement to the uniform, as determined solely by the Company.
  - G. Each eligible employee will be issued an official Sprint cap specifically designed as part of the program. Employees are not required to wear the cap with the uniform. Exceptions to this paragraph based upon documented medical necessity will be reviewed by the Company and the Company's determination will be binding.
  - H. A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo.

- 25.11 **Home Garaging.** In circumstances where the company deems it to be appropriate, employees may volunteer to home garage a Company vehicle. (Business Technician may be required to home garage as determined by the Company.)
- A. The vehicle must be kept at the employee's place of residence and parked off the public streets. If the vehicle cannot be kept at the employee's residence, it will be parked at the nearest available Company-approved location. Employees are responsible for normal service and maintenance of the vehicles at company expense on Company time.
  - B. Travel time (for the voluntary home garaging program) between an employee's residence and the first/last assignment, in excess of normal drive time between the residence and the assigned work center will be paid at the appropriate rate. Business Technicians who are required by the company to home garage will be paid for all travel time between an employee's residence and the first/last assignment at the appropriate rate.
  - C. Employees participating in "Home Garaging" will receive their first work assignment via the Company designated dispatch system and will arrive at their specified dispatch location at 8:00 A.M., or scheduled shift start time, or as otherwise directed by the Company.
- 25.12 **Pay Delivery.** All employees shall be paid every two (2) weeks. Unless prevented by circumstances beyond the Company's control, paychecks shall be available to the employee at or before the end of his/her regular shift of the Friday following the end of the two (2) week pay period through direct deposit. Employees who do not desire to have their paychecks direct deposited will receive their paychecks via the US Mail with no guarantee as to the day of arrival. However, the Company shall make every reasonable attempt to ensure delivery by no later than the recognized Friday payday. Failure of an employee to forward his/her daily work reports in a timely manner shall disqualify said employee from the rights under this Section. Unless prevented by circumstances beyond the Company's control, electronic paystubs will be available on each payday.

It shall be the duty and responsibility of each employee to maintain his/her current mailing address with the Company at all times. This requirement will facilitate and expedite the delivery of checks to employees when they are required to be mailed to the employee's home address.

## **Article 26 TECHNOLOGICAL CHANGE**

- 26.01 The Company will determine when technological change requires additional knowledge and or skill on the part of the employee in the same work location and same classification. When this occurs, a sufficient number of employees, as determined by the Company, in that location and classification, will be given, based upon qualifications and seniority, the practicable opportunity to acquire the additional knowledge and skill.
- 26.02 When new job(s) are created in the bargaining unit by technological change, the job(s) shall be offered to a sufficient number of employees, as determined by the Company. This offering will be within location(s) and classification(s) as determined by the Company and will be based upon qualifications and seniority. Employees selected will be given a practicable opportunity to, and must be capable of, being trained to perform the new job duties.
- 26.03 The Company will provide the Local Union 60 days advance notice of layoff of employees, if the layoff exceeds a temporary layoff, when brought about by technological changes or methods of operation.

**Article 27**  
**UNION DUES DEDUCTION**

- 27.01 The Company agrees to honor assignments of wages for purposes of periodic dues and initiation fees given by any of its employees covered by this Agreement, and filed by the Union with the Company.
- 27.02 Any authorization for payroll deduction under this Article may be revoked by the employee or by any authorized representative of the Union by written notice to the Company between December 15 and December 31 of that year. The Company shall furnish the Union with a list of employees who exercise this option on or before March 1<sup>st</sup> of the following year. Revocation of this authorization shall be automatic effective the next succeeding payroll period after an employee covered herein is promoted, transferred, or otherwise separated from the bargaining unit.
- 27.03 Payroll deductions under this Article shall be made twice a month; provided, however, no wage deductions shall be made as to any employee whose authorization is not filed with the Human Resources Department or such other Department as may be designated from time to time by the Company sufficiently in advance to be taken into account in preparing the current payroll. Based on conversion to HRIS and twice a month deductions.
- 27.04 In the event an individual employee's earnings, after all deductions in any calendar month, are not sufficient to cover payroll deduction herein authorized, such payroll deduction shall be suspended for that month and automatically resumed when said employee's earnings of any subsequent calendar month are sufficient to cover said deduction. Dues deductions shall be suspended during periods of leave of absence or layoff. When the employee is returned to the payroll, deduction of Union dues shall be resumed automatically.
- 27.05 The Company agrees to remit all such payroll deductions to the Secretary-Treasurer of the International C.W.A. Union on a monthly basis at an address to be furnished in writing to the Company.
- 27.06 The Company also agrees to furnish the Union each month a duplicate list showing the total dues deducted, the names of employees for whom dues were deducted, the names of employees whose deductions were omitted because of leave of absence or insufficient pay.
- 27.07 The Union guarantees the genuineness of all signatures on all payroll deduction authorizations furnished to the Company hereunder.
- 27.08 The Union agrees to indemnify, defend and save harmless the Company from any and all loss or inability by reason of any amounts deducted and remitted to the Union under the provisions of this Article.
- 27.09 During each quarter the Company shall furnish the President of the Local a list of employees in the Bargaining Unit. This list will include the names, address, exchange location, seniority date, and job classification.

**Article 28**  
**SEPARATION AND SAVINGS CLAUSE**

- 28.01 In the event any of the Articles of this Agreement or any portions thereof shall be declared unlawful under any existing or future state or federal law, that Article, or portion thereof, declared illegal shall be considered null and void, but the remainder of this Agreement shall remain in full force and effect.

**Article 29**  
**AMENDMENTS TO AGREEMENT**

- 29.01 It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate for collective bargaining, that the Union expressly waives the right to submit any additional items for negotiation during the term of this Agreement irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement, and that this Agreement incorporates the full and complete understanding between the parties, superseding and invalidating any previous commitments of any kind, oral or written. The specific provisions of this Agreement are the sole source of any rights of the Union of any member of the bargaining unit.

**Article 30**  
**THE AGREEMENT**

- 30.01 **Effective Date Of Agreement.** This Agreement shall remain in full force and effect until 11:59 p.m., March 31, 2008, and from year to year thereafter unless modified or terminated in accordance with the following provisions or by applicable law.
- 30.02 **Change or Termination Of This Agreement.** Should either party wish to change, modify, or amend any provisions of this Agreement or to terminate this Agreement as of March 31, 2008, or any subsequent anniversary date, written notice of desire to change, modify, amend or terminate this Agreement shall be given to the other party by certified mail not more than 90 days nor less than 60 days prior to March 31, 2008, or any subsequent anniversary date.
- 30.03 **Signatures.** IN WITNESS WHEREOF, the undersigned parties, pursuant to proper authority, have caused this Agreement to be signed and executed on this 30th day of November 30, 2005.

**Sprint**  
**Ocala and Winter Garden Districts**  
Corwin Johnson  
Betsy Trinder  
Patty Schiefer

**Communications Workers of America**  
**AFL-CIO**  
Gary McCallister  
Robert Campbell  
Paul Gallant  
Bob Peek

## APPENDIX A

### SUBSTANCE ABUSE POLICY

The following policy represents an agreement between Sprint and Communications Workers of America (CWA). This policy establishes mutually developed alcohol and drug abuse prevention standards.

The Union is not responsible for ascertaining or monitoring the drug-free or alcohol-free status of any employee.

The Company further agrees to hold harmless, and indemnify, the union from any liability that may be incurred as a result of the Company's drug and alcohol program, including any chemical testing of employees.

#### A. POLICY STATEMENT

It is prohibited to purchase, use, sell, transfer, or possess controlled substances on Company premises or in Company vehicles. The unauthorized use, sale or purchase of alcohol on Company premises or in Company vehicles is also prohibited. It is prohibited to be under the influence of alcohol or impaired by the use of drugs, or prescription drugs, or controlled substances during the work day.

#### B. BACKGROUND

Any use of alcohol, or drugs, or prescription drugs, or controlled substances which causes intoxication or impairment while on the job poses a risk to the employer, the affected employee, coworkers, and potentially the public.

Recognizing that alcohol, drug, and substance abuses are illnesses, the Company is committed to practicing prevention and rehabilitation rather than discipline, whenever possible. Prevention and rehabilitation are the major thrust of this policy.

#### C. COMMUNICATIONS AND TRAINING

Prevention of alcohol, drug, or substance abuse may, in part, be achieved through communicating to employees the impact upon job performance and safety. Bargaining-unit employees will be informed of this Substance Abuse Policy and the standards agreed upon in this policy.

The primary objective of the employee and supervisory training will be to ensure the full understanding of this policy and to be clear that the purchase, use, sale, transfer, or possession of controlled substances, and/or the use and abuse of alcohol that would impair the performance of on-the-job duties, is a policy violation.

#### D. DEFINITIONS

For the purpose of this policy, the following definitions apply:

\* **Alcohol Abuse:** The consumption of alcohol such that it impairs attendance, conduct, or the performance of on-the-job duties.

\* **Controlled Substance:** Any substance for which the purchase, sale, possession, transfer, or consumption is illegal.

\* **Drug:** Any non-alcoholic substance capable of causing impairment of an employee while performing on-the-job duties.

\* **Drug Abuse:** The use of any drug which is not legally obtainable; the use of any drug which is legally obtainable, but has not been legally obtained; the use of any prescribed or over-the-counter drug which is not being used for the prescribed or manufactured purpose (to include consumption in quantities greater than prescribed).

\* **Prescription Drug:** Any substance prescribed for an employee's consumption by a licensed medical practitioner.

\* **Under The Influence:** Having alcohol, prescription drugs, or controlled substances in one's body sufficient to: adversely affect an employee's ability to work in a safe and productive manner; or impair an employee's job performance; or create a safety risk to the employee, coworkers, customers, the public or property.

\* **Work Day:** Any tour (including break time and meal time), overtime, or call-out is defined as the work day.

## **E. IMPAIRED PERFORMANCE-PRESCRIPTION DRUG**

Employees who have been prescribed or issued a drug for any medical (or other) condition which impairs the ability to perform the job must notify supervision of this fact. In consultation with appropriate medical authority, supervision will determine whether an individual can work while taking the medication. If it is determined an individual is unable to perform the job duties without impairment (caused by medication), the employee may be removed from the workplace under the Sickness Benefits provision of the Collective Bargaining Agreement until such time as he or she can perform the required job duties without impairment.

If a supervisor suspects an employee is impaired due to use of a prescription drug, the Employee Relations section of Human Resources must be notified immediately.

## **F. REASONABLE CAUSE**

Reasonable cause for suspicion is defined as:

Aberrant or unusual on-duty behavior of an employee which is observed by a management employee and confirmed by a second management employee.

This behavior may include, but is not limited to, the following:

1. Observed alcohol/drug use during working hours
2. Presence of physical/psychological symptoms commonly associated with substance abuse such as (but not limited to):
  - \* Impairment of motor functions
  - \* Slurred speech
  - \* Incoherent or irrational statements
  - \* Drowsiness
  - \* Odor of alcohol or marijuana on employee
  - \* Extreme weight loss
  - \* Red eyes
  - \* Running nose or sniffing
  - \* Lack of physical coordination
  - \* Frequent or extreme mood changes or demonstrations of irrational behavior
3. Deteriorating work performance and/or attendance problems not attributable to other factors such as (but not limited to):

- \* Deterioration of work quantity or quality
- \* A demonstrated and sudden lack of concentration
- \* Failure to complete job assignments
- \* Safety violations
- \* Frequent absences, tardiness, or leaving the job early
- \* Unexplained absences from the work area
- \* Deterioration in dress and/or grooming
- \* Significant, unexplained changes in personal behavior

When a supervisor or manager has reasonable cause to believe an employee is using, consuming, or is under the influence of alcohol, and/or a controlled substance, and/or a drug, and/or prescription drug while on duty, the supervisor or manager will notify another member of the management team for the purpose of observing the employee's condition.

If the second member of management also has reason to believe the employee is using, consuming, or is under the influence of alcohol, and/or a controlled substance, and/or a drug, and/or a prescription drug while on duty, the employee will be offered an opportunity to explain the condition. If requested by the employee, an official Union representative will be present during such explanation.

Based on the information obtained from the employee and discussed with the Employee Relations Section of Human Resources, the employee may be directed to submit to toxicology testing. Additionally, for compensable on-the-job injuries testing may be required in conformance with state and federal law. This testing is designed to detect the presence of alcohol or controlled substances. Testing will be in accordance with the procedure set forth in section G.

Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, up to and including termination. Reports of drug and alcohol use or aberrant behavior which are not confirmed by management observations will not constitute a reasonable cause for suspicion.

## **G. TESTING PROCEDURE**

No employee will be tested for alcohol or drugs unless reasonable cause exists. There will be no random drug testing except as required by law.

No employee shall be required to sign any waiver limiting the liability of any firm, laboratory, or person involved in the decision to test or the testing program and procedures.

The Company may request a urine sample only. For alcohol testing the employee, at his or her sole option, may request to submit to a blood test in lieu of a urine test. A blood or urine specimen will be drawn or collected at a National Institute on Drug Abuse (NIDA) approved collection facility. All testing will be done by a laboratory certified and approved by NIDA.

The samples will be sealed in the presence of the employee, and, if requested, an official Union representative.

At the time the urine specimen or blood sample is collected, a split sample will be taken. The first part of the specimen will be sent to a NIDA certified laboratory to be tested at the employer's expense. In order to be considered positive, it must test positively and show positive results on the GCMS confirmatory test. The second part of the specimen will be properly stored in a secure, chemically stable condition and maintained in order to be available for testing. Custody of the specimen will remain with laboratory officials.

An employee testing positive on the first part of the specimen shall have the right to have the secured portion of the employee's urine or blood sample independently tested by a NIDA certified laboratory of the employee's choice and at the employee's expense. If the independent test is negative, the employee shall be reimbursed for the cost of said test. Every effort will be made to ensure confidentiality throughout the testing procedure, including the use of a Medical Review Officer (MRO).

The standards used to determine if the sample is positive will be those developed and generally accepted by NIDA. The test levels presently used by NIDA are as follows: (These levels may, however, be subject to change by NIDA.)

Compound	Initial Test Level	GCMS Test Level
Amphetamines	1000 ng/ml	500 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites (THC)	100 ng/ml	15 ng/ml
Opiate Metabolites	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

#### **H. POSITIVE TEST RESULTS**

If the results of the test show the employee (during the workday) was under the influence of alcohol, drugs, or controlled substances, the employee shall be so advised by the Company's MRO on a confidential basis prior to the reporting of the results to the Company. The employee shall have the opportunity to discuss and explain the results, including the right to advise the Company's MRO of any medication prescribed by his/her own physician which may have affected the results of the test.

The employee will be given the opportunity for professional help when it is the employee's first offense.

#### **I. EMPLOYEE ASSISTANCE PROGRAM**

The Company maintains an Employee Assistance Program (EAP), which provides professional services and support to employees and their immediate families. Employees may seek help from the EAP for alcohol or drug related problems, as well as other personal and emotional concerns. The EAP is a strictly confidential program.

The Company shall provide information to the employee concerning the Company's Employee Assistance Program and/or the availability of public and private drug counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs of which the EAP is aware.

The employee should be encouraged to seek assistance from the EAP before alcohol or drug abuse problems lead to disciplinary action including termination. The employee's decision to seek assistance from the EAP will not be used against the employee in any disciplinary proceeding.

The employee may be directed by supervision (with concurrence by the Employee Relations Section of Human Resources) to attend counseling with the EAP when there is reason to believe the employee has an alcohol, drug, or controlled substance related problem. An employee's refusal to go to the EAP will constitute an act of insubordination and may result in disciplinary action or termination.

**APPENDIX B**

**(Pension Tables)**

November 30, 2005		Wage											
To	Schedule	65-70	64	63	62	61	60	59	58	57	56	55	
March 31, 2006		AGES											
1.	Schedule 1	F11	26.30	25.00	23.70	22.40	21.00	19.70	18.40	17.10	15.80	14.50	13.20
2.	Schedule 2	F12	32.50	30.90	29.30	27.60	26.00	24.40	22.80	21.10	19.50	17.90	16.30
3.	Schedule 2A	F07	36.10	34.30	32.50	30.70	28.90	27.10	25.30	23.50	21.70	19.90	18.10
4.	Schedule 3	F13	40.70	38.70	36.60	34.60	32.60	30.50	28.50	26.50	24.40	22.40	20.40
5.	Schedule 3A	F03	42.80	40.70	38.50	36.40	34.20	32.10	30.00	27.80	25.70	23.50	21.40
6.	Schedule 3B	F06	43.40	41.20	39.10	36.90	34.70	32.60	30.40	28.20	26.00	23.90	21.70
7.	Schedule 4	F14	47.50	45.10	42.80	40.40	38.00	35.60	33.30	30.90	28.50	26.10	23.80
8.	Schedule 4A	F04	48.20	45.80	43.40	41.00	38.60	36.20	33.70	31.30	28.90	26.50	24.10
9.	Schedule 5	F15	49.20	46.70	44.30	41.80	39.40	36.90	34.40	32.00	29.50	27.10	24.60
10.	Schedule 5A	F05	49.50	47.00	44.60	42.10	39.60	37.10	34.70	32.20	29.70	27.20	24.80
11.	Schedule 5B	F17	51.10	48.50	46.00	43.40	40.90	38.30	35.80	33.20	30.70	28.10	25.60
12.	Schedule 5C	F18	53.40	50.70	48.10	45.40	42.70	40.10	37.40	34.70	32.00	29.40	26.70
13.	Schedule 6	F16	52.20	49.60	47.00	44.40	41.80	39.20	36.50	33.90	31.30	28.70	26.10

April 1, 2006		Wage											
To	Schedule	65-70	64	63	62	61	60	59	58	57	56	55	
March 31, 2007		AGES											
1.	Schedule 1	F11	27.10	25.70	24.40	23.00	21.70	20.30	19.00	17.60	16.30	14.90	13.60
2.	Schedule 2	F12	33.40	31.70	30.10	28.40	26.70	25.10	23.40	21.70	20.00	18.40	16.70
3.	Schedule 2A	F07	37.10	35.20	33.40	31.50	29.70	27.80	26.00	24.10	22.30	20.40	18.60
4.	Schedule 3	F13	41.90	39.80	37.70	35.60	33.50	31.40	29.30	27.20	25.10	23.00	21.00
5.	Schedule 3A	F03	44.00	41.80	39.60	37.40	35.20	33.00	30.80	28.60	26.40	24.20	22.00
6.	Schedule 3B	F06	44.60	42.40	40.10	37.90	35.70	33.50	31.20	29.00	26.80	24.50	22.30
7.	Schedule 4	F14	48.80	46.40	43.90	41.50	39.00	36.60	34.20	31.70	29.30	26.80	24.40
8.	Schedule 4A	F04	49.50	47.00	44.60	42.10	39.60	37.10	34.70	32.20	29.70	27.20	24.80
9.	Schedule 5	F15	50.50	48.00	45.50	42.90	40.40	37.90	35.40	32.80	30.30	27.80	25.30
10.	Schedule 5A	F05	50.80	48.30	45.70	43.20	40.60	38.10	35.60	33.00	30.50	27.90	25.40
11.	Schedule 5B	F17	52.20	49.60	47.00	44.40	41.80	39.20	36.50	33.90	31.30	28.70	26.10
12.	Schedule 5C	F18	54.30	51.60	48.90	46.20	43.40	40.70	38.00	35.30	32.60	29.90	27.20
13.	Schedule 6	F16	53.30	50.60	48.00	45.30	42.60	40.00	37.30	34.60	32.00	29.30	26.70

(Pension Tables – Continued)

April 1, 2007 To March 31, 2008	WAGE	AGES										
	SCHED	65-70	64	63	62	61	60	59	58	57	56	55
1. Schedule 1	F11	27.80	26.40	25.00	23.60	22.20	20.90	19.50	18.10	16.70	15.30	13.90
2. Schedule 2	F12	34.30	32.60	30.90	29.20	27.40	25.70	24.00	22.30	20.60	18.90	17.20
3. Schedule 2A	F07	38.20	36.30	34.40	32.50	30.60	28.70	26.70	24.80	22.90	21.00	19.10
4. Schedule 3	F13	43.00	40.90	38.70	36.60	34.40	32.30	30.10	28.00	25.80	23.70	21.50
5. Schedule 3A	F03	45.10	42.80	40.60	38.30	36.10	33.80	31.60	29.30	27.10	24.80	22.60
6. Schedule 3B	F06	45.80	43.50	41.20	38.90	36.60	34.40	32.10	29.80	27.50	25.20	22.90
7. Schedule 4	F14	50.10	47.60	45.10	42.60	40.10	37.60	35.10	32.60	30.10	27.60	25.10
8. Schedule 4A	F04	50.90	48.40	45.80	43.30	40.70	38.20	35.60	33.10	30.50	28.00	25.50
9. Schedule 5	F15	51.90	49.30	46.70	44.10	41.50	38.90	36.30	33.70	31.10	28.50	26.00
10. Schedule 5A	F05	52.20	49.60	47.00	44.40	41.80	39.20	36.50	33.90	31.30	28.70	26.10
11. Schedule 5B	F17	53.20	50.50	47.90	45.20	42.60	39.90	37.20	34.60	31.90	29.30	26.60
12. Schedule 5C	F18	54.90	52.20	49.40	46.70	43.90	41.20	38.40	35.70	32.90	30.20	27.50
13. Schedule 6	F16	54.20	51.51	48.80	46.10	43.40	40.70	37.90	35.20	32.50	29.80	27.10

## Appendix C (Savings Plan Tables)

### MAXIMUM EMPLOYEE BI-WEEKLY CONTRIBUTION

JOB CLASSIFICATION	WAGE SCHEDULE	YEAR 1	YEAR 2	YEAR 3
1. Schedule 1	F11	60	60	62
2. Schedule 2	F12	74	76	78
3. Schedule 2A	F07	82	84	86
4. Schedule 3	F13	92	94	96
5. Schedule 3A	F03	96	100	102
6. Schedule 3B	F06	98	100	104
7. Schedule 4	F14	108	110	112
8. Schedule 4A	F04	108	112	114
9. Schedule 5	F15	112	114	116
10. Schedule 5A	F05	112	114	118
11. Schedule 5B	F17	112	114	118
12. Schedule 5C	F18	118	118	118
13. Schedule 6	F16	116	116	118

### SUPPLEMENTAL EMPLOYEE BI-WEEKLY CONTRIBUTION

JOB CLASSIFICATION	WAGE SCHEDULE	YEAR 1	YEAR 2	YEAR 3
1. Schedule 1	F11	118	122	124
2. Schedule 2	F12	146	150	154
3. Schedule 2A	F07	164	168	172
4. Schedule 3	F13	184	188	194
5. Schedule 3A	F03	194	198	204
6. Schedule 3B	F06	196	202	206
7. Schedule 4	F14	214	220	226
8. Schedule 4A	F04	218	224	228
9. Schedule 5	F15	222	228	234
10. Schedule 5A	F05	224	230	236
11. Schedule 5B	F17	228	230	236
12. Schedule 5C	F18	236	236	236
13. Schedule 6	F16	234	234	236

## Appendix D (Wage Tables)

	New Steps	Effective 11/30/05	Effective 04/01/06	Effective 10/01/06	Effective 04/01/07	Effective 10/1/07
<b>Schedule 1 (F11)</b>						
<b>House Service Worker (UN188)</b>						
	Start	6.90	6.93	6.95	6.98	7.00
	Step 2	7.76	7.80	7.84	7.89	7.93
	Step 3	8.72	8.78	8.84	8.92	8.98
	Step 4	9.80	9.89	9.97	10.08	10.17
	Step 5	11.02	11.14	11.25	11.39	11.51
	Top	12.39	12.54	12.70	12.86	13.02
<b>Schedule 2 (F12)</b>						
<b>Department Assistant I (UN354)</b>						
<b>Truck Driver (UN362)</b>	Start	6.55	6.58	6.60	6.63	6.65
<b>Warehouse Laborer (UN363)</b>	Step 2	7.20	7.24	7.27	7.31	7.34
	Step 3	7.91	7.96	8.00	8.06	8.10
	Step 4	8.69	8.76	8.81	8.88	8.94
	Step 5	9.55	9.63	9.70	9.79	9.86
	Step 6	10.49	10.59	10.68	10.79	10.88
	Step 7	11.53	11.65	11.76	11.89	12.00
	Step 8	12.67	12.81	12.95	13.10	13.24
	Step 9	13.92	14.09	14.26	14.44	14.61
	Top	15.31	15.50	15.69	15.89	16.09
<b>Schedule 2A (F07)</b>						
<b>Direct Touch Associate (UN356)</b>						
<b>Service Order Associate (ML194)</b>	Start	7.26	7.29	7.31	7.34	7.36
<b>Work Force Screener (CL902)</b>	Step 2	7.98	8.02	8.05	8.09	8.12
	Step 3	8.77	8.82	8.87	8.92	8.96
	Step 4	9.64	9.70	9.77	9.83	9.89
	Step 5	10.60	10.67	10.76	10.84	10.92
	Step 6	11.65	11.74	11.85	11.95	12.05
	Step 7	12.81	12.92	13.05	13.18	13.30
	Step 8	14.08	14.22	14.37	14.53	14.68
	Step 9	15.48	15.65	15.83	16.02	16.20
	Top	17.02	17.23	17.45	17.67	17.89

	New Steps	Effective 11/30/05	Effective 04/01/06	Effective 10/01/06	Effective 04/01/07	Effective 10/1/07
<b>Schedule 3 (F13)</b>						
<b>C. O. Attendant (OP025)</b>						
<b>Grid Map Specialist (CL234)</b>	Start	8.16	8.19	8.21	8.24	8.26
<b>Building Ops Repair Person (SW013)</b>	Step 2	8.97	9.02	9.05	9.09	9.12
<b>Warehouse Attendant (UN186)</b>	Step 3	9.86	9.93	9.97	10.03	10.07
	Step 4	10.84	10.93	10.99	11.06	11.12
	Step 5	11.92	12.03	12.11	12.20	12.28
	Step 6	13.11	13.24	13.34	13.46	13.56
	Step 7	14.42	14.57	14.70	14.85	14.97
	Step 8	15.86	16.04	16.20	16.38	16.53
	Step 9	17.44	17.66	17.85	18.07	18.25
	Top	19.19	19.43	19.67	19.92	20.17

**Schedule 3A (F03)**  
**Service Provisioning Specialist (UN359)**

Start	8.55	8.58	8.60	8.63	8.65
Step 2	9.40	9.45	9.48	9.52	9.55
Step 3	10.34	10.40	10.45	10.50	10.55
Step 4	11.37	11.45	11.52	11.58	11.65
Step 5	12.51	12.61	12.70	12.78	12.87
Step 6	13.76	13.88	14.00	14.10	14.21
Step 7	15.13	15.28	15.43	15.56	15.69
Step 8	16.64	16.82	17.01	17.17	17.33
Step 9	18.30	18.52	18.75	18.94	19.14
Top	20.14	20.39	20.64	20.90	21.16

**Schedule 3B (F06)**  
**Broadband I&R Technician (UN355)**

Start	8.67	8.70	8.72	8.75	8.77
Step 2	9.54	9.58	9.61	9.65	9.69
Step 3	10.49	10.55	10.59	10.65	10.70
Step 4	11.54	11.62	11.67	11.75	11.82
Step 5	12.69	12.79	12.86	12.96	13.06
Step 6	13.96	14.08	14.17	14.30	14.43
Step 7	15.35	15.50	15.62	15.78	15.94
Step 8	16.88	17.07	17.22	17.41	17.61
Step 9	18.57	18.79	18.98	19.21	19.45
Top	20.42	20.68	20.94	21.20	21.47

	New Steps	Effective 11/30/05	Effective 04/01/06	Effective 10/01/06	Effective 04/01/07	Effective 10/1/07
<b>Schedule 4 (F14)</b>						
<b>Building Ops Mechanic (CR083)</b>						
<b>Ground Rod Truck Operator (UN357)</b>	Start	9.47	9.50	9.52	9.55	9.57
<b>Line Technician (UN358)</b>	Step 2	10.42	10.46	10.50	10.54	10.57
<b>Public Access Technician (CR090)</b>	Step 3	11.46	11.52	11.58	11.63	11.68
<b>Work Force Management Analyst (CL234)</b>	Step 4	12.61	12.69	12.77	12.84	12.91
	Step 5	13.87	13.97	14.08	14.17	14.26
	Step 6	15.26	15.38	15.52	15.64	15.76
	Step 7	16.79	16.94	17.11	17.26	17.41
	Step 8	18.47	18.66	18.86	19.05	19.24
	Step 9	20.32	20.55	20.79	21.02	21.26
	Top	22.35	22.63	22.91	23.20	23.49
<b>Schedule 4A (F04)</b>						
<b>Customer Service Technician I (CR077)</b>						
	Start	9.61	9.64	9.66	9.69	9.71
	Step 2	10.57	10.62	10.65	10.70	10.73
	Step 3	11.63	11.70	11.74	11.81	11.86
	Step 4	12.80	12.89	12.94	13.04	13.11
	Step 5	14.08	14.20	14.27	14.39	14.49
	Step 6	15.49	15.64	15.73	15.88	16.01
	Step 7	17.04	17.22	17.34	17.53	17.69
	Step 8	18.75	18.96	19.12	19.35	19.55
	Step 9	20.63	20.88	21.08	21.36	21.60
	Top	22.70	22.98	23.27	23.56	23.85
<b>Schedule 5 (F15)</b>						
<b>Building Ops Technician (CR007)</b>						
<b>Cable Splicer (CR002)</b>	Start	9.80	9.83	9.85	9.88	9.90
<b>Carrier Radio Tech (UN136)</b>	Step 2	10.78	10.83	10.86	10.91	10.94
<b>Central Office Technician (UN133)</b>	Step 3	11.86	11.93	11.97	12.04	12.09
<b>Facilities Coordinator (CR004)</b>	Step 4	13.05	13.14	13.20	13.29	13.36
<b>Mobile Radio Technician (UN161)</b>	Step 5	14.36	14.47	14.55	14.67	14.76
<b>Network Equipment Installer (UN130)</b>	Step 6	15.80	15.94	16.04	16.19	16.31
<b>Senior Line Technician (UN144)</b>	Step 7	17.38	17.56	17.69	17.87	18.02
<b>Special Svcs Repairshop Technician (UN360)</b>	Step 8	19.12	19.34	19.51	19.72	19.91
<b>Testboard Technician (UN361)</b>	Step 9	21.04	21.30	21.51	21.77	22.00
	Top	23.15	23.44	23.73	24.03	24.33

	New Steps	Effective 11/30/05	Effective 04/01/06	Effective 10/01/06	Effective 04/01/07	Effective 10/1/07
<b>Schedule 5A (F05)</b>						
<b>Business Technician I (CR079)</b>						
<b>Customer Service Technician II (CR081)</b>						
	Start	9.87	9.90	9.92	9.95	9.97
	Step 2	10.86	10.90	10.94	10.98	11.02
	Step 3	11.95	12.00	12.06	12.12	12.18
	Step 4	13.15	13.22	13.30	13.38	13.46
	Step 5	14.47	14.56	14.66	14.77	14.87
	Step 6	15.92	16.03	16.16	16.30	16.43
	Step 7	17.51	17.65	17.82	17.99	18.15
	Step 8	19.26	19.44	19.65	19.86	20.06
	Step 9	21.19	21.41	21.66	21.92	22.17
	Top	23.30	23.59	23.88	24.18	24.48
<b>Schedule 5B (F17)</b>						
<b>Wage schedule deleted, employees</b>						
<b>Red circled and moved to Schedule 5A</b>						
	Start	10.19	10.19	9.92	9.95	9.97
	Step 2	11.20	11.20	10.94	10.98	11.02
<b>(Schedule used for pension purpose only)</b>	Step 3	12.31	12.31	12.06	12.12	12.18
	Step 4	13.52	13.52	13.30	13.38	13.46
	Step 5	14.85	14.85	14.66	14.77	14.87
	Step 6	16.32	16.32	16.16	16.30	16.43
	Step 7	17.93	17.93	17.82	17.99	18.15
	Step 8	19.70	19.70	19.65	19.86	20.06
	Step 9	21.64	21.64	21.66	21.92	22.17
	Top	23.77	23.77	23.88	24.18	24.48
<b>Schedule 5C (F18)</b>						
<b>Wage schedule deleted, employees</b>						
<b>Red circled and moved to Schedule 5A</b>						
	Start	10.62	10.62	10.62	10.62	9.97
	Step 2	11.65	11.65	11.65	11.65	11.02
<b>(Schedule used for pension purpose only)</b>	Step 3	12.79	12.79	12.79	12.79	12.18
	Step 4	14.03	14.03	14.03	14.03	13.46
	Step 5	15.39	15.39	15.39	15.39	14.87
	Step 6	16.89	16.89	16.89	16.89	16.43
	Step 7	18.53	18.53	18.53	18.53	18.15
	Step 8	20.34	20.34	20.34	20.34	20.06
	Step 9	22.31	22.31	22.31	22.31	22.17
	Top	24.48	24.48	24.48	24.48	24.48

	New Steps	Effective 11/30/05	Effective 04/01/06	Effective 10/01/06	Effective 04/01/07	Effective 10/1/07
<b>Schedule 6 (F16)</b>						
<b>Wage schedule deleted, employees red circled and moved to Schedule 5A</b>						
	Start	10.38	10.38	10.38	10.38	9.97
	Step 2	11.41	11.41	11.41	11.41	11.02
<b>(Schedule used for pension purpose only)</b>	Step 3	12.54	12.54	12.54	12.54	12.18
	Step 4	13.78	13.78	13.78	13.78	13.46
	Step 5	15.15	15.15	15.15	15.15	14.87
	Step 6	16.65	16.65	16.65	16.65	16.43
	Step 7	18.30	18.30	18.30	18.30	18.15
	Step 8	20.11	20.11	20.11	20.11	20.06
	Step 9	22.10	22.10	22.10	22.10	22.17
	Top	24.30	24.30	24.30	24.30	24.48

MEMORANDUM OF AGREEMENT – BROADBAND INSTALLATION TECHNICIAN

The Broadband Installation Technician will normally perform the installation, connection, and verification of services provided from the serving terminal up to and including the customer premise.

This job description is furnished for purposes of general job identification and illustrative of the typical work operations presently assigned to the job classification. These descriptions are not to be used for limiting or controlling work assignments or the manner in which the operations are performed. Employees assigned to any job classification may be assigned other work operations or duties including those enumerated for other job classifications in accordance with the temporary transfer provisions found in Article 9.10.

10/23/1996

## Memorandum of Agreement – Recognition Programs

At the sole discretion of the Company, recognition programs to honor objectives met by employees may be unilaterally developed, implemented, modified or deleted. Such programs may include cash payments. These payments may be, but not limited to, individual incentives. It is not the intent of the Company to discipline any employee for not participating in any recognition program. The Company will notify the union in advance of any newly developed or modified or expired recognition program, however, both parties mutually agree to the above mentioned unilateral Company right.

It is agreed that this Memorandum of Agreement will expire at the end of the collective bargaining agreement.

For the Company:

Corwin Johnson  
Manager Employee Relations

For the Union:

Gary McCallister  
CWA Representative

Date: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT


The Company and Union do hereby agree to the following memorandum of agreement regarding EMBARQ Uniform Policy.

Effective January 1, 2007, the CWA3176 bargaining associates will be provided up to \$275 annually for the purchase of uniform garments and will be permitted to order any garment from the approved uniform package. Any amount beyond the allotment will be the responsibility of the associate. Should a garment no longer present a professional image due to normal wear/tear associated with the employee's work, it may be changed out with prior management approval at the Company's expense.

Associates may wear jeans as a substitute for Cintas provided uniform pants at their own expense with the following provisions.

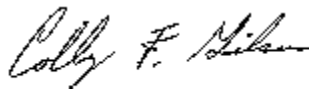
- 1) Associates who purchase uniform pants at the Company's expense will not be permitted to substitute blue jeans for a period of one year from the date of uniform pants purchase.
- 2) Blue jeans substituted for uniform pants must be properly maintained, e.g., they create a reasonable appearance as determined by the Company, i.e., no holes, patches, etc.
- 3) Employees are expected to use reasonable judgment when determining if business casual or uniform pants should be worn in lieu of blue jeans. The Company retains the right to restrict Business Technicians from wearing blue jeans.
- 4) Associates who desire to substitute charcoal/light grey denim pants from manufacturers other than Cintas may do so at their own expense.

This agreement supersedes Article 25.10 E. of the current collective bargaining agreement.



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Robert B. Campbell  
President CWA Local 3176



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Colby F. Gilson  
Manager-Human Resources

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June 11, 2006

Date

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June 8, 2006

Date

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