

VIRGINIA DISTRICTS

**CUSTOMER SERVICES,
CONSUMER MARKETING GROUP,
ENGINEERING & CONSTRUCTION,
AND MARKETING DEPARTMENTS
LABOR AGREEMENT**

EFFECTIVE May 7, 2006

AGREEMENT

between

CENTRAL TELEPHONE COMPANY OF VIRGINIA

and

LOCAL UNION 1181

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(AFL-CIO)

Applicable To

Northern and Southern Virginia Districts

(Excluding Martinsville, Rocky Mount, and Stuart)

SPRINT

CENDEL

TABLE OF CONTENTS

Article		Page
	<u>Agreement</u>	
	Provisions Of Agreement	1
1	<u>Effective Date – Amendments – Terminations</u>	
	Effective Date	3
	Change Or Termination Of Agreement	3
	Amendment Of Agreement	4
	Stoppage Of Work	4
	Authorization of Strike Or Work Stoppage	4
	Management Employee Performing Craft Work	4
	Union Dues Payroll Deduction Authorization	4
2	<u>Recognition – Cooperation</u>	
	Recognition Of Union	5
	Management Rights	5
	Peaceful Adjustment Of Differences	6
	Cooperation	7
	Loyal And Efficient Work	7
	Non-Union Membership	7
3	<u>Wage Rates – Overtime</u>	
	Customer Services, Engineering & Construction And Marketing	
	Wage Rates	7
	Working Hours	7
	Posting Of Work Schedule	8
	Building & Grounds Custodian Work Location Change	8
	Sunday Rate	9
	Compensation At Rate Of Two Times Basic Hourly Rate	9
	Computation Of Weekly Overtime	9
	Called Out For Duty	9
	Shift Differentials	10
	Contract Labor	10
	Equalization Of Overtime	10

TABLE OF CONTENTS

Article		Page
4	<u>Wage Rates – Overtime</u>	
	Customer Services, Engineering & Construction Clerical	
	Customer Contact And Marketing Clerical	
	Wage Rates	11
	Working Hours	11
	Compensation At Rate Of Two Times Basic Hourly Rate	15
	Computation Of Weekly Overtime	15
	Shift Differentials	15
	Meal Allowance	15
	Called Out For Duty	16
	Equalization Of Overtime	16
	Pay For Performance Compensation Plan And Other Incentive Programs	16
5	<u>Paid Time Off – Sick Leave – Leaves Of Absence</u>	
	PTO Eligibility	17
	Determining PTO Eligibility	18
	Definition Of A Week Of PTO	18
	Holiday Occurring Within PTO	18
	Leave Of Absence Eligibility For PTO	18
	When PTO May Be Taken (1 st or 2 nd Anniversary Date).	18
	When PTO May Be Taken (Two Or More Years Of Service) . .	19
	PTO In Consecutive Weeks Or Separately	19
	Division of PTO Period	19
	Selection On PTO Periods; Posting PTO Schedules	19
	Choosing PTO	19
	Employees Failing To Choose PTO	19
	PTO Time Schedule	20
	Assigning PTO	20
	Posting PTO Time Schedule	20
	PTO Payment For Employee Not In Service Of The Company . .	20
	Carryover PTO	20
	Tentative PTO	20
	Scheduled & Unscheduled PTO	21
	Bereavement Absence	21
	Union Leave Of Absence	22
	Union Absence From Duty	22
	Specifics Leave Of Absence	23
	Absence For Jury Duty, Subpoenaed Witness	23

TABLE OF CONTENTS

Article		Page
6	<u>Holidays</u>	
	Legal Holidays	24
	Holiday Pay	24
	Hours Worked On Holiday Rate	24
	Holiday Time Within Work Week	24
	Holiday Tour	25
	Holiday Work Assignments	25
7	<u>Grievance Procedure</u>	
	Difference Or Grievance Between Company And Union	25
	Recognition Of Grievance Committee	25
	Grievances First Discussed	25
	Grievance Meetings	26
	Company And Union Representatives Meeting	26
	Time Limit Extension	26
8	<u>Arbitration Procedure</u>	
	Submitting Grievance Or Difference To Arbitration	27
	Power Of Arbitration Board Appointed	27
	Procedure For Arbitration	27
	Arbitration Expense	28
	Company Availing Itself Of Grievance And Arbitration Procedures	28
	Pay For Employees Acting As Representatives Of The Union	29
	Lawyers Or Legal Advisors Acting On Committee Involving Arbitration	29
9	<u>Seniority – Transfers</u>	
	Definition Of Seniority	29
	Seniority Of Laid Off Employee	29
	Seniority Of Employee Transferred Outside Bargaining Unit	29
	Reciprocal Agreement	30
	Seniority Roster	30
	Notices Of Vacancies	30
	Promotions, Filling Vacancies, Or Rehiring After Layoffs	31
	Temporary Assignments	32
	Transfers	33
	Temporary Transfers	34
	Hiring New Employee	35

TABLE OF CONTENTS

Article		Page
(9 continued)		
	Notification Of Selection	35
	Permanent Transfer	35
10	<u>Force Adjustments</u>	
	Reduction In Force	35
	Technological Displacements	36
	Layoff Procedure	37
	Special Surplus Status	38
11	<u>Travel Time – Transportation – Board And Lodging</u>	
	Transportation, Board And/Or Lodging	38
	Definitions – Company Time, Transportation	39
	In Lieu Of Transportation, Board And/Or Lodging	39
	Transportation, Board And/Or Lodging Costs	39
	Reimbursement Of Employee For Travel Expenses	40
12	<u>Federal And State Laws</u>	
	Agreement Conflicting With Laws.	40
	Modification Of Agreement To Comply With Laws	40
	Discrimination	40
	Gender Reference	40
	Family And Medical Leave Act of 1993	40
	Americans With Disabilities Act	41
13	<u>Service Bridging</u>	
	Eligibility For Service Bridging	41
	Bridging After Leaving And Rehire	41
	Application Of Prior Service for Bridging	41
	Application Of Bridged Service	41
14	<u>General Working Rules And Conditions</u>	
	Customs And Practices	42
	Company Provided Facilities	42
	Obeying Company Rules	42
	Assigned Place Of Assembly	42
	Hours Worked	42
	On Call Technician	42

TABLE OF CONTENTS

Article (14 continued)	Page
Pay For Employee Reporting To Work And No Work Provided	44
Annual Military Leave	44
Regulations For Safety And Health Of Employees	44
Safety Footwear	44
Uniforms	44
Safety Appliances, Tools And Equipment; Inclement Weather	46
Line Forepersons	47
Clearing Troubles On Pole Lines During Night Hours	47
Forty Hours Of Work Guarantee	47
Paydays	47
Working Leader	48
Employees Required To Travel Outside Service Area	48
Employees Appointed To An In-charge Capacity	49
Ten Hour – Four Day Week	49
Attendance Practice	51
Home Garage	53
Anti-Nepotism Policy	55
15 Benefit Items	
Accident And Sickness Benefit Plan	56
FlexCare Plan	66
Voluntary Benefits Program.	66
Relocation Expenses	67
Retirement Pension Plan	68
Retirement Savings Plan Agreement Sprint Centel	71
Severance Plan	74
Supplemental Income Protection Plan	74
Telephone Concession	77
Signature Page	78
Wage Schedules	79
Appendix B – Benefit Wage Schedule – Service Representatives	86
Consumer Solutions Representative Pay Structure	87
Consumer Solutions Representative Merit Matrix	88
Guidelines for Handling Grievances	89

Schedule of Pension Bands	90
Memorandum of Understanding CST/DSL	90
Recognition and/or Incentive Program	95
Memorandum of Agreement – Joint Company/Union Committee	96
Memorandum of Agreement - NLC – STI	97
Index	98

AGREEMENT

THIS AGREEMENT entered into this 7th day of May, 2006 between the CENTRAL TELEPHONE COMPANY OF VIRGINIA, Charlottesville, Virginia, its successors and assigns, hereinafter referred to as the "COMPANY" and LOCAL UNION 1181 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AFL-CIO, hereinafter referred to as the "UNION". R

The provisions of this Agreement apply to all regular full-time and part-time employees of, and to all work performed for the Company by such employees who are:

- a. Customer Services, Network and Switching, Distribution, and Marketing employees working under the direction of the following headquarters: Charlottesville, Farmville, Front Royal, and Lexington, Virginia, engaged in performing the work of the occupational classifications appearing in Schedules "1, 2, 8, 9, 10, 11, 12, 13 and 14" attached hereto and made a part hereof.
- b. Clerical employees who are included in the bargaining unit certified by The National Labor Relations Board on May 11, 1978, in Case No. 5-RC-10418 and July 28, 1978, Case No. 5-RC-10509, in the classifications of Service Representatives and Clerical Typists, but excluding all other employees, guards and supervisors as defined by the National Labor Relations Act, as amended.
- c. Employed in Customer Services in the Charlottesville, Farmville, Front Royal and South Hill, Virginia, Telephone exchanges in the classification of:

Clerk General, Teller, Typist, Clerk Service Order, Service Representative, Stenographer, Directory Clerk, together with any present or future employees performing functions of the above occupational classifications. Occupational classifications, in addition to the above, or changes in the classification, may be effected at any time by mutual consent of the parties hereto.
- d. Clerical employees in Network and Switching at Charlottesville, Virginia, (added by Agreement 7-1-55).

- e. All regular office clerical employees employed by the Employer at its Luray, Virginia, location, including Service Representatives and Customer Service Clerks, but excluding all other employees, confidential employees, professional employees, guards and supervisors as defined in the Act (per N.L.R.B. CERTIFICATION, Case No. 5-RC-9296, dated May 9, 1975).
- f. Clerical employees in Network and Switching in Farmville, South Hill, Luray, Front Royal, Virginia (added by Agreement 3-16-76).
- g. Clerical employees in Network and Switching in Lexington, Virginia (added by Agreement 5-1-77).
- h. Clerk-typists and stenographers in the Outside Customer Services and Network and Switching Department, 400 West Rio Road, excluding all other clerical employees, confidential and professional employees, guards and supervisors as defined in the Act (per N.L.R.B. Certification, Case No. 5-RC-10865).
- i. Clerk-typists and stenographers in the Engineering Department, 2307 Hydraulic Road, excluding all other clerical employees, confidential and professional employees, guards and supervisors as defined in the Act (per N.L.R.B. Certification, Case No. 5-RC-10863).
- j. Draftpersons in the Outside Customer Services and Network and Switching Operations, 2307 Hydraulic Road, excluding all other clerical employees, confidential and professional employees, guards and supervisors as defined in the Act (per N.L.R.B. Certification, Case No. 5-RC-11019).
- k. Clerk-typists and stenographers in the Network and Switching Department, 2211 Hydraulic Road, excluding all other clerical employees, confidential and professional employees, guards and supervisors as defined in the Act (per N.L.R.B. Certification, Case No. 5-RC-11017).
- l. Employees in the Word Processing Department, 2211 Hydraulic Road, excluding all other clerical employees, confidential and professional employees, guards and supervisors as defined in the Act (per N.L.R.B. Certification, Case No. 5-RC-11020).
- m. Accounting clerks, centralized toll investigators, accounting leaders, centralized toll investigator leaders, clerk typists and stenographers, in the Accounting Department, 2211 Hydraulic Road, excluding all other employees, confidential and professional employees, guards and

supervisors as defined in the Act (per N.L.R.B. Certification, Case No. 5-RC-11271).

- n. Draftpersons, in the Network and Switching Department, at 2211 Hydraulic Road, Charlottesville, Virginia (added by Agreement 3-4-81).

Occupational classifications in addition to the above, or changes in classification, may be effected at any time by mutual consent of the parties hereto. The provisions of this Agreement, entered into for, and on behalf of the above named employees, shall not, except as to the occupational wage rates and working hours, apply to any employees hereafter employed who has not had at least one hundred twenty (120) days or more of continuous service with the Company.

This Agreement amends and replaces all agreements previously entered into by and between the Company and the Union. Effective on May 7, 2006, all past practices are considered null and void unless renewed during these negotiations.

R

It is hereby agreed that this contract contains the complete agreement between the parties or their successors, and no additions, waivers, deletions, changes or amendments, shall be made during the life of this contract except by mutual consent in writing by the parties.

ARTICLE 1

EFFECTIVE DATE - AMENDMENTS – TERMINATIONS

1.01 THIS AGREEMENT shall take effect May 7, 2006, and shall remain in effect until March 1, 2009, and shall thereafter continue in effect from March 1 to March 1 of each succeeding year, unless changed or terminated in the way provided herein.

R
R

1.02 Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to any terminal date. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

- 1.03** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as is this Agreement and be subject to approval by the International Office of the Union.
- 1.04** There shall be no stoppage of work, either by strike, sympathy strike or lockout because of disputes over matters relating to this Agreement until after all steps of the "Grievance Procedure" provided in Article 7 have been exercised and provided that, in any event, there shall be no strike, sympathy strike or lockout over matters which are subject to "Arbitration" provided for in Article 8 or which may be submitted to arbitration by mutual agreement between the parties hereto.
- 1.05** The Union agrees that it will not authorize a strike, sympathy strike or work stoppage and the Company agrees that it will not engage in a lockout because of disputes over matters relating to this Agreement. The Union further agrees that it will take every reasonable means which is within its powers to induce employees who are members of the Union, and subject to its discipline, engaged in a strike, sympathy strike or work stoppage in violation of this Agreement to return to work. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates for the individual action of any employee or group of employees striking or stopping work unless the strike or stoppage of work violates the terms of this Agreement and is induced, sanctioned or encouraged by the Union.
- 1.06** Employees engaged in management positions shall not perform the work of any of the job classifications covered by this Agreement, except in case of an emergency, or whenever necessary in connection with the giving of instructions, demonstrations, essential assistance, or inspections, or for testing of the kind that needs to be done by a management employee in the particular instance.
- 1.07** The Company agrees that during the term of this Agreement it will, if furnished a written individual payroll deduction authorization form voluntarily executed by a regular employee covered by the terms of this Agreement, deduct from the wages of such employee, such amount of monthly Union dues (not including any other fees or charges) to be paid to the Union as are certified to the Company by the President of the Union as having been legally established in accordance with the Constitution and By-Laws of the Local Union and the International Brotherhood of Electrical Workers, provided that:

- a. Each such payroll deduction authorization shall: (1) be made on forms approved by the Company; (2) be dated; (3) provided that it may be terminated by the employee in writing delivered to the Division Accountant of the Company at any time during the first fifteen (15) days of January of any year.
- b. The total sum of Union dues so deducted for the purpose indicated shall be forwarded by the Company to the Financial Secretary of the Union as soon after the deductions have been made as in the ordinary course of carrying on the business of the Company is possible. The Union agrees to at all times keep the Company informed as to who the then Financial Secretary of the Union is and of his official address.
- c. It is agreed that the Company assumes no responsibility in connection with the Union dues deducted except that of forwarding monies so deducted to the Union's Financial Secretary.
- d. Execution of a payroll deduction of Union dues authorization form shall in no event be a condition of employment by the Company.

ARTICLE 2

RECOGNITION - COOPERATION

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees covered by this Agreement in all matters pertaining to wage payment, hours of work, and working conditions.

2.02 The Company retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Company retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The Company shall have no obligation to bargain with the Union with respect to any such decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further bargaining for the term thereof, and any subject which was or might have been raised in the course of collective bargaining.

Without limitations, but by way of illustration, the exclusive prerogatives, functions and right of the Company shall include the following:

1. To direct and supervise all plant and business operations policies.
2. To close or liquidate an operation or facility, or combination of facilities, or to move such operation or facility.
3. To determine the need for a reduction or any increase in the workforce and the implementation of any decision with regard thereto.
4. To establish the standards for hiring, job classifications, promotion, quantity of work, quality of work, safety, materials, equipment, methods and procedures. To administer tests, interviewing or to establish other prerequisites for jobs is fully recognized.
5. To install new, or to discard, wholly or in part, old methods, procedures, materials, equipment, plant and facilities, or standards.
6. To assign and distribute work.
7. To contract work as determined by the Company.
8. To assign shifts, work days and work locations.
9. To assign all work duties.
10. To introduce new jobs and to revise job classifications and duties into the unit.
11. To determine the need for and the qualifications of new hires, transfers and promotions.
12. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, is not in bad faith, or is not without just cause.

2.03

The parties hereto recognize the value of facilitating the peaceful adjustment of differences that may arise from time to time, and wish to promote harmony and efficiency to the end that the Company, the Union and the general public may mutually benefit.

- 2.04** The Company agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all of the Company's employees covered hereunder, and that it will do nothing to coerce or intimidate any employee in any manner relative to his Union membership. The Company will not permit discrimination for or against, or interference with any employee because of Union membership or activity, nor will it permit molestation or annoyance of Union employees by non-union employees, on Company time or property.
- 2.05** The members of the Union, employees of the Company, through their Union, agree that they will individually and collectively perform loyal and efficient work and service, and that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times.
- 2.06** The Union and its members agree that they will not permit any member to interfere with any other employee because of non-union membership or activity, nor will they permit molestation or annoyance of non-union employees by Union employees during working hours or while on Company property.

ARTICLE 3

WAGE RATES - OVERTIME

CUSTOMER SERVICES, ENGINEERING & CONSTRUCTION, AND MARKETING

- 3.01** The wage rates to be paid under the terms of the Agreement shall be those appearing in Schedules "1, 2, 8, 9, 10, 11, 12, 13, and 14" attached hereto and made a part hereof.
- 3.02** Normal working hours shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days. All time worked that is over eight (8) hours in any work day or forty (40) hours in any work week, as herein described shall be paid at one and one half (1 ½) times the basic hourly rate.

Scheduled Paid Time Off and company paid holidays are considered as hours worked for overtime purposes.

R

Jury duty, bereavement, STD time, Worker's Compensation, military reserve duty, standby duty and callout are not considered as hours worked for overtime purposes.

- a. All employees shall be provided a relief period of fifteen (15) minutes twice daily. Such fifteen (15) minute relief periods shall be considered and paid for as time worked. The lunch periods of all employees shall not be a part of the workday and shall not be paid for as time worked. Lunch period will not exceed one (1) hour, including travel time, if any.
- b. In assignment of hours of work, preference will be given to qualified employees, in order of their seniority, in each of the job classifications insofar as service requirements permit.

Employees shall have the opportunity to exercise their seniority for choice of working hours for which they are qualified, generally not less than every ninety (90) days nor more than one hundred twenty (120) days; provided, however that such selections may be made more or less frequently when the Company determines that force and service conditions require.

- c. Employees shall be scheduled to work no more than twelve (12) consecutive days or sixteen (16) consecutive hours, except where acute service conditions develop, and in such cases, they shall be paid two (2) times their basic rate of pay for days worked in excess of twelve (12) consecutive days or for hours worked in excess of sixteen (16) consecutive hours.

3.03 Regular scheduled hours of work for each employee shall be posted on a bulletin board by Thursday of the week preceding the week's work being scheduled.

R

3.04 A Building & Grounds Custodian desiring to change work location may be allowed to do so only at such time as a vacancy exists at the location in question. If there is more than one contender, seniority shall govern.

3.05 For each hour worked on a regular shift which begins on Sunday, employee's rate to be the regular overtime rate, that is, one and one-half (1 1/2) times the employee's established hourly rate.

All work performed outside the scheduled regular hours on Sundays shall be paid for at two (2) times the employee's regular rate, except as otherwise provided in Article 6. Effective March 1, 2008, the provisions contained in this paragraph shall terminate. The following language shall apply.

A

For all hours worked on Sunday, employee's rate to be the regular overtime rate, that is, one and one-half (1 1/2) times the employee's established hourly rate.

3.06 Compensation at the rate of two (2) times the basic hourly straight time rate of pay will be paid for all time worked in excess of sixty-five (65) hours within the calendar week. Any hours worked and paid as premium time shall not be used in the computation of excess weekly overtime. (NOTE: Premium time scheduled or non-scheduled will not be used to compute excess weekly overtime.) Effective March 1, 2008, the provisions contained in this paragraph shall terminate.

R

3.07 All hours worked shall be used in the computation of weekly overtime, except that an employee shall not be paid both daily and weekly overtime for the same overtime hours worked.

3.08 Any employee called out for duty outside the employee's regular schedule shall be paid for not less than three (3) hours at the overtime rate.

When the employee is called out for less than a full work day the time to be paid for shall be computed from the employee's home to the employee's home (or equivalent).

3.09

Shift Differentials

- a. A shift differential for evening or night shifts will be paid on all regular shifts ending after 7:00 p.m., for the indicated job classifications (Lineperson, Facility Assigner, Cable Splicer, Central Office Technician, Complex Installer-Repairperson, COE Installer-Repairperson, Construction Foreperson, Customer Service Technician, Business Services Technician, Laborer, Public Access Technician and Building & Grounds Custodian) as follows:

HOURLY DIFFERENTIAL	
<u>Evening</u> <u>Shifts</u>	<u>All-Night</u> <u>Shifts</u>
\$.70	\$.75

Sunday Differential

Payable in addition to the applicable hourly wage rate. - - - - -
----- 1/2 established hourly rate.

3.10

The Company agrees that it will not contract out any work covered by this Agreement, if, as a result thereof, it would become necessary to lay off, or reduce to part-time, or to reduce the rate of pay of any employee within the affected job classification.

The foregoing prohibition shall not apply to the consolidation or transfer of work to other Sprint groups. In such cases, the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

3.11

Management will attempt to administer the equal distribution of overtime. If an employee feels this is not being done, the Local President may review the overtime results with local management, and if not resolved, within six (6) months, the grievance procedure will apply.

ARTICLE 4

WAGE RATES - OVERTIME

**CUSTOMER SERVICES, ENGINEERING & CONSTRUCTION
CLERICAL,**

CUSTOMER CONTACT AND MARKETING CLERICAL

4.01 The wage rates to be paid under the terms of the Agreement shall be those appearing in Schedules "3, 4, 5, 6, and 7" attached hereto and make a part hereof.

4.02 Normal working hours shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days. All time worked that is over eight (8) hours in any work day or forty (40) hours in any work week, as herein described, shall be paid at one and one-half (1 ½) times the basic hourly rate.

Scheduled Paid Time Off and company paid holidays are considered as hours worked for overtime purposes.

R

Jury duty, bereavement, STD time, Worker's Compensation, military reserve duty, standby duty and callout are not considered as hours worked for overtime purposes.

a. All employees shall be provided a relief period of fifteen (15) minutes twice daily. Such fifteen (15) minute relief periods shall be considered and paid for as time worked. The lunch periods of all employees shall not be a part of the workday and shall not be paid for as time worked. Lunch period will not exceed one (1) hour, including travel time, if any.

b. In assignment of hours of work, preference will be given to qualified employees, in order of their seniority, in each of the job classifications insofar as service requirements permit.

Employees shall have the opportunity to exercise their seniority for choice of working hours for which they are qualified, generally not less than every ninety (90) days nor more than one hundred twenty (120) days; provided, however, that such selections may be made more or less frequently when the Company determines that force and service conditions require.

- c. Regular scheduled hours of work for each employee shall be posted no later than 6:00 p.m. on Monday of the week preceding the week's work being scheduled.
- d. Call Center Employees – ONLY:

Section 1. The Company shall post a work schedule on a weekly basis. The weekly work schedule shall be posted no later than 6:00 p.m. on Wednesday of the week preceding the week's work being scheduled. The work schedule shall stipulate the starting and ending time of tours appearing on such schedules, together with the starting and ending time of each session.

Section 2. The Company will determine assignments of employees to the various tours each week based upon projected service requirements and the availability of personnel. Employees who are in the same job classification or work group of sales and save (as may from time to time be designated by the Company) shall use their seniority to schedule tours within their job classification or designated work group of sales or save prior to the posting of the weekly schedule. Employees with the greatest seniority will have preferences honored to the extent that such preferences are consistent with the number of tours established by the Company in their job classification or designated work group of sales and save for that week. An employee desiring a day off for reasons permitted under this Agreement shall submit a written request to his/her supervisor on Monday by noon preceding the posting of the work schedule, and such request will be considered by management and may be granted depending upon service conditions and availability of personnel.

Section 3. Tours will consist of two (2) sessions, separated by a meal period which will normally be one (1) hour in length but will not be less than one-half (1/2) hour. The meal period will be assigned based upon service requirements and availability of personnel. Such meal periods shall be scheduled not less than three hours after the start of the tour or greater than five (5) hours after the start of the tour.

Section 4. Employees who are not scheduled on the weekly work schedule for any reason (e.g., on leave of absence) but who return to work during the work week shall be assigned available tours for the rest of the week at the discretion of management, unless management is notified of their return by the employee prior to the posting.

Section 5. Scheduling Tours.

- A. Tours may fall on any day of the calendar week necessary to meet service requirements, except that tours which make up the normal work week may not be spread over more than six (6) days of the calendar week.
- B. Changes from the posted weekly work schedule may be allowed under the following conditions:
 - 1. The Company, at its discretion, may need to change the schedule to meet service/work force requirements and will, to the extent feasible, move employees directly impacted by the schedule change through volunteers first and then by inverse order of seniority.
 - 2. The Company, at its discretion, may allow a schedule change for an employee if the requesting employee arranges for another employee to replace him/her on the schedule under the following conditions:
 - (a) the requesting employee and the employee who agrees to take the place of the requesting employee on the schedule shall indicate their consent to such a change in writing; and the supervisor of the requesting employee must also indicate his/her approval of such change in writing;

(b) the employee who agrees to replace the requesting employee must also indicate in writing that he/she will be responsible for working the tour he/she has agreed to work;

(c) the minimum period for which an employee may change hours with another employee is one (1) tour.

- C. Before implementing a system different from the current system, the Company agrees to meet and discuss such system with the Union before implementing it.
- D. When scheduled Saturday, Sunday, or holiday hours are required by the Company, the assignment of work for those will be rotated, to the extent possible, among employees in the designated work group of sales or save.
- e. For each hour worked on a regularly scheduled shift which begins on Sunday, employee's rate to be the regular overtime rate, that is, one and one-half (1 1/2) times the employee's established hourly rate.

All work performed outside the scheduled regular hours on Sundays shall be paid for at two (2) times the employee's regular rate, except as otherwise provided in Article 6. Effective March 1, 2008, the provisions contained in this paragraph shall terminate. The following language shall apply.

A

For all hours worked on Sunday, employee's rate to be the regular overtime rate, that is, one and one-half (1 1/2) times the employee's established hourly rate.

- f. Employees shall be scheduled to work no more than twelve (12) consecutive days or sixteen (16) consecutive hours, except where acute service conditions develop and in such cases, they shall be paid two (2) times their basic rate of pay for days worked in excess of twelve (12) consecutive days or for hours worked in excess of sixteen (16) consecutive hours.

4.03 Compensation at the rate of two (2) times the basic hourly straight time rate of pay will be paid for all time worked in excess of sixty-five (65) hours within the calendar week. Any hours worked and paid as premium time shall not be used in the computation of excess weekly overtime. (NOTE: Premium time scheduled or non-scheduled will not be used to compute excess weekly overtime.) Effective March 1, 2008, the provisions contained in this paragraph shall terminate. R

4.04 All hours worked shall be used in computation of weekly overtime except that an employee shall not in any case be paid both daily and weekly overtime for the same overtime hours worked.

4.05 **Shift Differentials**

- a. A shift differential for evening or night shifts will be paid on all regular shifts ending after 7:00 p.m., for the indicated job classifications (Clerk General, Clerk, Clerk Service Order, Stenographer, Directory Clerk, Clerk Typist, Collection Representative, Teller, Consumer Solutions Representative, Plant Clerk) as follows:

HOURLY DIFFERENTIAL	
Evening <u>Shifts</u>	All-Night <u>Shifts</u>
\$.70	\$.75

Sunday Differential

Payable in addition to the applicable hourly wage rate. -----
----- 1/2 established hourly rate.

DISPATCHING CLERK – Rate and Differential

When Plant Clerk is working as a Dispatching Clerk -.\$.19.

4.06 Employees shall be paid a meal allowance of \$4.75 whenever they are required to continue work for two (2) or more hours beyond the regular quitting time and at intervals of four (4) hours thereafter.

4.07 Any employee called out for duty during off scheduled hours shall be paid for such time on the basis of one and one-half (1 ½) times the employee's regular rate, provided that not less than three (3) hours shall be paid for on the above basis. When the employee is called out for less than a full work day, the time to be paid for shall be computed from the employee's home to the employee's home (or equivalent).

4.08 Management will attempt to administer the equal distribution of overtime. If an employee feels this is not being done, the Local President may review the overtime results with local management, and if not resolved, within six (6) months, the grievance procedure will apply.

4.09 Pay for Performance Compensation Plan and Other Incentive Programs

Section 1. Effective with the first calendar day of the month following contract ratification, the Pay for Performance Compensation Plan (“PFP”) will be implemented for service representatives, who shall then have the opportunity to begin receiving earnings pay-outs according to the terms and conditions of the Plan. For purposes of Pension and Savings, service representatives covered by PFP will be treated under the Benefits Rate Schedule attached as Appendix B to this Agreement.

Employees will receive a daily schedule of incentive eligibility earnings that can be used to track monthly sales objectives and earnings. For tax purposes, incentive dollars are to be treated as regular income (and not grossed up). Incentive earnings will be taxed at the applicable tax rate. Employees will receive incentive earnings under PFP in the second paycheck of the month following their sales.

Unless otherwise specifically noted above, the parties agree that the Company may unilaterally modify, delete, or change any terms, conditions, criteria, or parameters of PFP (including objectives, product line categories, qualifiers, thresholds, or any other provisions). If the Company discontinues PFP at any time during the term of this Agreement, service representatives will be paid under the Benefits Rate Schedule attached as Appendix B to this Agreement. Any modifications made to PFP will not affect money already earned under such plan. The Company further agrees to notify the Union of any modifications to the Plan at least fourteen (14) calendar days in advance of the effective date of such modifications.

The Company further agrees that during the term of this Agreement to meet, upon request by the Union, on a quarterly basis with designated Union representatives to a maximum number of three (3) to discuss sales objectives and other PFP-related matters.

Section 2. The Company, at its sole discretion, may unilaterally develop, implement, administer, modify, or delete other incentive programs. The Company will notify the Union at least fourteen (14) calendar days in advance of the implementation or deletion of such plans.

ARTICLE 5

PAID TIME OFF - SICK LEAVE - LEAVES OF ABSENCE

R

5.01 PTO Eligibility. Regular employees will be allowed PTO to be paid for the employee's regular scheduled straight time rate of pay, in and for the current calendar year, on the following basis:

- a. New hires employed after 12/31/xx or in the following calendar year will be eligible to earn one day (8 hrs) PTO on a monthly basis according to the following schedule:

<u>Length of Service:</u>	<u>Accrued</u>	<u>Current</u>	<u>Total</u>
Hire date 01/01/xx through 01/15/xx...	10 days	5 days	15 days
Hire date 01/16/xx through 02/15/xx...	9 days	5 days	14 days
Hire date 02/16/xx through 03/15/xx...	8 days	5 days	13 days
Hire date 03/16/xx through 04/15/xx...	7 days	5 days	12 days
Hire date 04/16/xx through 05/15/xx...	6 days	5 days	11 days
Hire date 05/16/xx through 06/15/xx...	5 days	5 days	10 days
Hire date 06/16/xx through 07/15/xx...	4 days	3 days	7 days
Hire date 07/16/xx through 08/15/xx...	3 days	3 days	6 days
Hire date 08/16/xx through 09/15/xx...	2 days	3 days	5 days
Hire date 09/16/xx through 10/15/xx...	1 day	1 day	2 days
Hired 10/16/xx through 12/31/xx...	0 day	1 day	1 day

In general, if employees are hired on or before the 15th day of the month they will earn their PTO for that month. If they are hired after the 15th of the month, they are not eligible to earn their PTO day for that month. It follows that employees who terminate after the 15th of the month have earned their day of PTO for that month.

Paid Time Off (PTO) shall be granted to regular employees at their base rate of pay in accordance with the following schedule:

<u>Length of Service:</u>	<u>Accrued</u>	<u>Current</u>	<u>Total</u>
One (1) year but less than two (2) years	10 days	6 days	16 days
Two (2) years but less than five (5) years	10 days	8 days	18 days
Five (5) years but less than fifteen (15) years	15 days	8 days	23 days
Fifteen (15) years but less than Twenty-Five (25) Years	20 days	8 days	28 days
Twenty-five (25) years and over	25 days	8 days	33 days

- 5.02** Regular employees' previous employment as employees and employment of regular part-time employees covered under this Agreement shall be counted in determining PTO eligibility only where there has been no break in the employee's employment and upon the basis that 173.3 hours worked equals one (1) month's service.
- 5.03** A week of PTO shall mean a period of seven (7) consecutive days, including normal days off which are not to be paid for.
- 5.04** When a holiday occurs within an employee's PTO period he shall be granted another day of PTO in lieu of the holiday.
- 5.05** Employees on leave of absence for any full calendar year will not be eligible for a paid PTO during that year.
- 5.06** When PTO may be taken. Employees whose first or second service anniversary date falls within the current calendar year shall be eligible to take the week, or additional week, of PTO for which their service makes them eligible at any time after their service anniversary date, subject to their seniority rights, and work and service conditions permitting, provided that --

- a. If the employee's service anniversary date occurs on or after October first (1st) the Company will make arrangements for such employee's week, or additional week, of PTO to be taken prior to his service anniversary date, but no earlier than October first (1st) of the current calendar year.

5.07 Employees who have completed two (2) or more years of consecutive service may take their PTO at any time during the year that work and service conditions and their seniority will permit.

5.08 Employees, subject to their seniority rights, will be permitted to take all of their PTO in consecutive weeks or in one (1), two (2), three (3), four (4) or five (5) weeks separately; provided that this practice will not be permitted to interfere with the equitable scheduling of other employees' PTO and work and service conditions will permit.

5.09 Except as above provided, PTO time shall be taken consecutively unless, at the request of the employee, a different division of the PTO period is approved by the Manager or Assistant Manager having jurisdiction.

5.10 Selecting on PTO periods; posting PTO schedules. In October of each calendar year -- the Company will post on appropriate bulletin boards a list showing the PTO allowance which each employee at the particular location is, or will become, eligible for within the next calendar year and a chart showing the available PTO periods in the particular department with space provided for employees to indicate their choice according to seniority.

5.11 On or before December 15 - employees who are, or will become, eligible for PTO in the next calendar year will prepare themselves to choose their PTO period for the particular year. Seniority shall prevail in the selection of the time for taking one consecutive portion of a divided PTO. The balance of a divided PTO may not be selected until all employees have made their first selection.

5.12 During the last sixteen (16) days of December - the Company, through its respective department heads, will arrange for all employees eligible for PTO who have not shown their choice of PTO period(s) on the chart - to be contacted in order of their seniority, provided that they are actively at work, or can be contacted by telephone. Any employee who fails to indicate a choice at the time of such contact will be construed to have waived his right to choose his PTO period(s) for the next calendar year.

- 5.13** During the first fifteen (15) days of January - the Company will establish the PTO time schedule for all employees who will be eligible for PTO in the succeeding calendar year. In so doing, the Company will give consideration in each employee's seniority and expressed choice of PTO period or periods insofar as it is practical and consistent with good service and working conditions, and the requirements of the business will permit.
- 5.14** After the PTO periods for all employees who have informed the Company of their choice of PTO period, or periods (as provided for in the second preceding paragraph) have been assigned, PTO for all other employees who are or will be eligible for PTO shall be assigned to such periods as remain available.
- 5.15** On or before January 15th of each year - the Company shall post on appropriate bulletin boards the PTO time schedule for employees at the particular location and no employee's PTO period shall thereafter be changed, except by mutual agreement between the Company and the employee involved.
- 5.16** When an employee otherwise eligible is not in the service of the Company at the time of his scheduled PTO, then he shall, or shall have, received full PTO payment for which he was eligible as of January 1st of the year he left the Company provided the employee was not discharged for cause.
- 5.17** Up to one week of PTO time may be carried over to the following year by an employee. Carryover PTO days will be selected in a single block of consecutive days. Any accrued PTO carried over must be used by March 31 of the following calendar year unless an extension of this period is mutually agreed upon by the Company and the Union. This includes employees on Short Term Disability and/or Worker's Compensation. PTO carried over must be scheduled prior to the regular PTO schedule for the following year. Employees are encouraged to schedule and take all PTO within the calendar year. Employees may not receive pay in lieu of PTO. Service needs permitting, an employee may take PTO in 1-hour increments.
- 5.18** Employees who are eligible for two (2) or more weeks of PTO may, at their option, and in accordance with the present PTO scheduling practice, schedule a one (1) week portion of such PTO as a tentative PTO week. This tentative PTO week will consist of five (5) paid PTO days that may be scheduled on a day-at-a-time basis.

R

If the employee has not taken all five (5) days of the tentative PTO week on a day-at-a-time basis, prior to the employee's scheduled tentative PTO week, those PTO days remaining will be taken during the scheduled tentative PTO week.

The employee shall submit his request for such day (or days) of PTO to his immediate supervisor (outside the Bargaining Unit) on the Monday of the week preceding the week in which he desires to take a (day or days) of PTO as described above.

Such days of PTO will be granted to employees upon request, service requirements permitting.

5.19 The approval of PTO time (both scheduled and unscheduled) is solely at the company's discretion based on operational needs of the business.

A

Scheduled PTO are those hours requested by the employee and approved by management. Scheduled PTO hours are included as part of the standard work week for overtime purposes.

Unscheduled PTO are those hours requested by the employee and not approved by management. Unscheduled unapproved PTO taken by an employee for pay purposes only shall result in an employee receiving an occurrence against their attendance according to the attendance policy. Unscheduled PTO hours are not included as part of the standard work week for overtime purposes.

5.20 In the case of death in the family of a regular employee, excused time off, with pay for scheduled time, will be granted as follows:

- Up to five days of paid leave for a death in the immediate family, defined as:

Spouse

Parents (including step-parents)

Child (including step-children)

Sibling (including stepbrother or stepsister)

- Up to three days for other covered relatives defined as:

Aunt

Uncle

Niece

Nephew

Grandparent

Grandchild

In-law (including mother, father, son, daughter, brother, sister, grandparents)

Such time off will begin on the day of the death to and including the day after the funeral.

5.21

When an employee is elected or appointed to fill a term of office with the Local Union which requires absence from duty with the Company, the employee shall request in writing, as far in advance as possible, (normally not less than thirty (30) days) that the employee be granted a leave of absence.

At the expiration of such term of office to which the employee has been elected or appointed, the employee shall be reinstated to his former position, provided the employee is then physically qualified to return to work, and provided further that such return is indicated to the Company within sixty (60) days of the employee's release from their Union duties; and the employee shall receive the same consideration as if he had not left the employment of the Company.

It is understood that in case of the return of such an employee, other employees will consent to such demotions as are necessary to make room for the returning employee.

5.22

Service conditions permitting, any employee who is an authorized Representative of the Union and whose Union duties require the employee to be absent from duty with the Company will upon request by the employee to his immediate supervisor (outside the Bargaining Unit) be excused without pay.

All requests for such excused absences shall be made as far in advance as possible and the Company shall act promptly upon each request. Such excused absences shall not exceed fifteen (15) consecutive calendar days, or a total of forty (40) working days in any calendar year.

No more than four (4) employees covered by this Agreement shall at any one time be excused, unless in special cases, other arrangements are made and agreed upon between the Company and the Union a reasonable period in advance.

5.23 Specific leaves of absence for sickness, recuperation or for other reasons may be granted for any period, with or without pay. Seniority, or service, considered in the determination of wage rates, job classifications, PTO time, or other purposes, shall not accrue during leaves of absence. All leaves of absence shall be granted in writing and the Union shall be furnished a copy thereof. However, leaves of absence extending beyond one (1) year, except as provided in Section 5.20, working for another employer during a leave of absence or recuperation periods for accidental injuries or illnesses extending beyond two (2) years shall be deemed a termination of employment with the Company.

R

5.24 Any regular employee who has been lawfully summoned to report for jury service, or subpoenaed to appear as a witness in court, and who actually performs jury service, or appears as a witness, will be paid by the Company at his basic hourly rate for such regular time as the employee is excused from work. Employees will not be paid when they are summoned or subpoenaed on their own behalf.

Any such employee who on any day is excused from such jury or witness duty at a time that will permit him to return to work for a part of the day, shall communicate with his immediate supervisor (outside of the Bargaining Unit) for such assignment as is reasonable under the circumstances. Employees may keep jury duty stipend.

ARTICLE 6

HOLIDAYS

6.01 The following will apply:

Legal holidays within the meaning of this Agreement shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	
Labor Day	

R

or days observed as such. Holidays occurring on Sunday will be observed on the following Monday. Holidays falling on Saturday, at the option of the Company, may be scheduled to be observed on the preceding Friday. The Saturday and/or Sunday shall be considered the same as any other Saturday or Sunday.

6.02 All employees shall receive --

- a. Eight (8) hours pay at straight time rates for all holidays; and
- b. In addition thereto shall be paid at one and one-half (1 1/2) times the employee's straight time rate for any hours worked on a holiday within the employee's regular scheduled hours.

6.03 All hours worked on a holiday outside the employee's regular hours shall be paid at the rate of two and one-half (2 1/2) times the employee's straight time rate.

6.04 Holiday time within an employee's scheduled work week whether worked or excused, but not both, shall be used in the computation of weekly overtime. Except that --

- a. Employees failing to report for scheduled work on a holiday, or on either of the scheduled work days which immediately precede or follow the holiday, shall receive no holiday allowance (pay for time not worked on the holiday) unless excused by the Company for reasonable cause.

6.05 Tours of duty which begin on the holiday - or the day observed as such - shall be known as the holiday tour.

6.06 All holiday work assignments (both scheduled and assigned) will be made by the Company with consideration for its service requirements; provided holiday work will be distributed among employees on an equitable basis.

ARTICLE 7

GRIEVANCE PROCEDURE

NOTE: "Days" as used in this Article shall not include Saturdays, Sundays, or Holidays, as specified in this Agreement.

7.01 Should any difference, or grievance, arise between the Company and the Union, or any employee, or employees as to any unfair discharge, discipline, or on-the-job working conditions, or as to the interpretation or application of, or alleged violation of the provisions of this Agreement, such grievance shall be dealt with in accordance with the following procedure; provided that no grievance will be considered which is more than six (6) days old (after the action, or occurrence, complained of last occurred).

7.02 The Company agrees to recognize a Grievance Committee of not to exceed two (2) employees of the unit covered, to be appointed by the Union to assist in complying with the provisions of this Article. In those cases where the Union feels an additional employee would have something significant to add to the grievance meeting, this number shall not exceed three (3).

7.03 All grievances shall first be discussed by the aggrieved employee, or employees with the supervisor (in the first level outside the Bargaining Unit) of the employee, or employees affected. Whereupon if no satisfactory settlement or disposition of the matter is made within six (6) days thereafter the difference, or grievance, shall within three (3) additional days be reduced to writing, dated, signed by the aggrieved employee, or employees, and referred to the Grievance Committee (provided for in Section 7.02 of this Article).

- 7.04**
- a. The Grievance Committee shall then, within six (6) days after the matter is referred to them, meet with the employee's appropriate Assistant Manager or Manager or his designated representative (of which the Company will keep the Union informed) and endeavor to effect a satisfactory settlement of the matter.
 - b. Whereupon if no settlement or disposition of the matter is agreed upon within six (6) days thereafter the Grievance Committee, which may be accompanied by a representative of the Brotherhood, shall within six (6) days meet with the Director of Customer Services, General Manager or his designated representative (of which the Company will keep the Union informed) who may also be accompanied by another Company representative, and endeavor to effect a satisfactory settlement of the grievance.
 - c. Whereupon if no settlement or disposition of the matter is agreed upon within ten (10) days the matter shall within six (6) days be referred to the Labor Relations Specialist of the Company, or his designated representative, who may be accompanied by another authorized Company representative, and the Grievance Committee of the Union, who may be accompanied by an International Representative of the Union.

7.05 The representative or representatives of the Company, and the representative, or representatives of the Union, referred to in Section 7.04 c. shall then meet and endeavor to effect a satisfactory settlement of the matter.

7.06 It is agreed that by mutual consent, expressed in writing, the time limits specified at any of the foregoing levels, or for taking the grievance to the next higher level, may be extended with respect to a particular grievance.

ARTICLE 8

ARBITRATION PROCEDURE

NOTE: "Days" as used in this Article shall not include Saturdays, Sundays, or Holidays as specified in this Agreement.

8.01 If a satisfactory settlement, or withdrawal of any difference, or grievance is not obtained through the application of the grievance procedure set forth in Article 7, and within twenty (20) days after such difference, or grievance was first submitted under Section 7.04 c. of said Article 7 either party shall have the right at any time within the next following thirty (30) days, to submit the difference or grievance to arbitration by delivering to the other written notice of its intention to do so effective ten (10) days after the date of delivery of such notice unless satisfactory settlement, or withdrawal is obtained in the interim, provided that:

- a. Such difference or grievance involves the alleged unjust discharge or discipline, or the interpretation, or application of, or alleged violation of any of the provisions of this Agreement.
- b. Any particular difference or grievance not included in Section 8.01 a. of this Article may be submitted to arbitration by mutual agreement between the parties hereto.

8.02 The Arbitration Board to be appointed in accordance with the following provisions shall have no power to alter, amend, annul, or disregard any of the terms, or provisions of this Agreement.

8.03 The procedure for arbitration shall be as follows:

- a. Arbitration shall be conducted through a Board of Arbitration consisting of two (2) representatives selected by the Company and two (2) representatives selected by the Union. Each party shall name its two (2) arbitrators provided for in this subsection a. within ten (10) days after either party delivers to the other, written notice of its intention to submit the difference or grievance to arbitration. If either party fails to name its arbitrators within the time required, it shall forfeit its case.

- b. If the four (4) arbitrators so selected cannot agree upon a satisfactory adjustment of the matter referred to them within a period of fifteen (15) days after the selection of both parties' arbitrators, then within seven (7) days thereafter, a wholly disinterested person shall be selected by them as the fifth member of the Arbitration Board.
- c. If the four (4) arbitrators are unable to agree on the name of a fifth member of the Arbitration Board within the seven (7) days allowed for the selection of a fifth member, then either party may request the Federal Mediation and Conciliation Service to submit to the four (4) member board a list of five (5) arbitrators approved by the agency. The Company members and the Union members shall each have the right to strike two (2) names from such list. The parties shall alternate in striking the names, the representatives of the aggrieved party exercising the first strike. The person whose name remains on the list shall be designated the fifth member of the Arbitration Board.
- d. The five (5) member Arbitration Board shall meet with reasonable promptness and consider the evidence on the case or cases before them and render their majority decision thereon within sixty (60) days after the date of the selection of the fifth arbitrator.
- e. The majority decision of any Arbitration Board formed in accordance with the preceding subsections shall be final and binding on the parties hereto.

8.04 Each of the parties shall bear the expense of providing its own arbitrators and the parties hereto shall jointly bear the expense of providing the disinterested arbitrator.

8.05 If at any time the Company desires to do so, it is understood and agreed that it may avail itself of the grievance and arbitration procedures referred to in Articles 7 and 8 by submitting the matter, beginning at the step referred to in Section 7.04 c. of Article 7.

8.06 Employees acting as representatives of the Union may discuss grievances with the Company during working hours without loss of pay, but an employee shall not be paid by the Company for any time devoted to such discussion except for time falling within his regular scheduled forty (40) hour week. No employee shall be paid by the Company for any time lost while acting on behalf of the Union during arbitration procedures. In the event an aggrieved employee and his representatives employed by the Company are required by the Company to leave their normal working area in the handling of a grievance, the Company will reimburse the employee and his said representative for their reasonable living expenses incurred in connection therewith.

8.07 It is agreed that no lawyer or legal advisor to either party hereto shall be eligible to act on any committee involving arbitration in matters concerning this Agreement.

ARTICLE 9

SENIORITY – TRANSFERS

9.01 Seniority is defined as the right of preference accruing to a regular employee upon the basis of an employee's length of accrued time worked (within the Bargaining Unit) subsequent to the last day upon which he entered the employ of the Central Telephone Company of Virginia's following headquarters: Charlottesville, Farmville, Front Royal, Lexington and South Boston, less deduction of any time when seniority does not accrue as set forth in other provisions of this Agreement.

a. The seniority of part-time employees will accrue on a pro-rata basis during the period of the employees part- time work.

9.02 The seniority of any employee shall not be affected if he is laid off and reinstated within one (1) year.

9.03 Seniority shall be retained for any employee transferred to a position outside of the Bargaining Unit.

9.04 The Company agrees that during the term of this agreement if any employee is transferred into any area covered by this agreement who is covered by a Sprint Mid-Atlantic Telecom collective bargaining agreement that has a reciprocal provision shall have their seniority honored subject to the following conditions:

1. Only time accrued within a bargaining unit will be credited for seniority purposes.
 - a. An employee returning to the bargaining unit will have their previous bargaining unit seniority bridged after three (3) years.

9.05 The Company will annually prepare a seniority roster of employees covered by this Agreement and will furnish copies thereof to the Union. Such roster shall show:

- a. The names of all regular employees;
- b. The regular, assigned job classification of each;
- c. The employees' most recent date of employment.

The first roster prepared under this provision shall be subject to review and correction for a period of sixty (60) days, after which time it shall become the official seniority roster, except as to corrections, if any, to be made through the elimination of inaccuracies presented before the end of said sixty (60) day period. After the date of each annual roster, the Company will furnish each month, to the Union a list of additions, renewals and changes in employees' job classifications, excluding temporary changes in job classifications made for three (3) months or less.

9.06 Notices of vacancies within the established classifications including newly created positions within the Bargaining Unit which are expected to continue for a period of more than three (3) months will be posted on appropriate bulletin boards and electronically as soon as the position is determined to be open, stating kind, location, and qualifications of the position.

Any qualified employee desiring to be considered for such vacancy will be allowed seven (7) calendar days to submit a properly completed JIR (Job Interest Request) to the Company's designated representative.

In order to accommodate employees on PTO or attending training, with Company approval, a late bid of up to two weeks from the date of the closing will be accepted.

- a. When an employee is transferred or promoted in accordance with this Article 9, he shall be given a trial period not to exceed twelve (12) months in his new assignment. With the mutual consent of the Company and the Union, this trial period can be lengthened. If the employee shows that he is unable to efficiently perform the work of his new assignment within such trial period, he shall be returned to his former job classification at his former wage rate, or a similar position, if one is available. If the former job or similar position is not available, the Company will (1) place, but not promote, the employee in another classification, if the employee is qualified and a position is available, or (2) place the employee on leave of absence, pending availability of a suitable job, for up to twelve (12) months.
- b. An employee who has been transferred in accordance with the provisions of Article 9, Section 9.06:
 - 1. Shall not be eligible to transfer to another job classification for at least eighteen (18) months or less with management approval.
 - 2. Who is unable to successfully complete the trial period provided in 9.06 a., shall not be eligible to transfer to another job for a period of six (6) months after being returned to his former (or a similar) job classification.

9.07

In the matter of promotions, filling vacancies, or rehiring after layoffs occasioned by reductions in work, or curtailment of operations, the Company will give full consideration to seniority, but the ability and other qualifications of the employees will be given due consideration. Qualifications being sufficient, as determined through testing and interviewing, seniority will prevail.

Selection Criteria

The following will be the procedure for awarding all bargaining positions provided for in Article 9.

The Company will consider all employees in making promotions and demotions and when two (2) or more employees are under consideration for promotion, and their respective qualifications, aptitude, personal fitness and attendance meet the job requirements and are substantially equal in the judgment of the Company, the person with the greatest seniority will receive the promotion.

When an applicant does not possess all of the qualifications as listed on the job vacancy notice, and the Company determines that there is a lack of experienced employees available at the affected location to assist a bidding employee with the duties of the posted position, the Company shall have the option of selecting the most qualified applicant or a qualified person from any available source.

The Company realizes it has an obligation to give senior employees, meeting basic bid requirements, the opportunity for upward movement. However, if in the event the Director (or Department Head) has a bona fide reason that the opening requires a person of special skills, training, or experience and no person bidding is able to fulfill those needed requirements, the Company shall have the right to hire someone fulfilling the requirements from outside or within the Company.

9.08

When an employee is temporarily assigned to work in another job classification which is not expected to continue for a period of more than three (3) months, he shall accrue time in his regular job classification, provided that:

- a. This temporary period may be extended by mutual agreement between the Company and the Union;
- b. If the temporary assignment exceeds three (3) months or whatever extension of this period is made by mutual agreement as provided for in subparagraph a. above, then the vacancy shall be posted and filled as provided by Section 9.06 of this Article;

- c. If the vacancy is posted and filled as provided by Sections 9.06 through 9.07 of this Article and the employee temporarily assigned work in the job classification continues to work in that job classification and is selected to fill the posted vacancy in this same job classification, his length of time shall be adjusted so that the accrual in his new classification will start and his former job classification will stop as of the date such assignment was first made effective;
- d. Service conditions permitting, the Company will select for assignment to such temporary assignment the senior employee who has sufficient qualifications and is then available for the work assignment. If no qualified employee accepts the temporary assignment, then the Company will assign the qualified employee with the least amount of seniority.

9.09

Transfers shall be considered as a change from a job classification within a wage progression schedule to a job classification in another wage progression schedule.

- 1. A change from one job classification to a job classification carrying a higher maximum rate of pay will require:
 - (A) The employee's wage rate to be adjusted at the time of transfer to the wage rate on the new schedule which is next above the employee's present wage rate.
- 2. A change from one job classification to a job classification carrying a lower maximum rate of pay shall require:
 - (A) The employee's wage rate to be adjusted at the time of transfer to the wage rate on the new wage schedule for which the employee's wage service credit entitles him/her. At no time should the employee's wage rate exceed the maximum rate on the new wage schedule.
- 3. An employee who transfers from one wage schedule to another wage schedule having the same maximum wage rate will require:
 - (A) The employee's wage rate to remain unchanged.

4. Employees who transfer under either of the conditions described above will progress on the new wage schedule to the next applicable rate within the same number of months that they would have progressed on their prior schedules. Thereafter they will progress on the new schedule.
5. An employee who transfers to a job he/she previously held which he/she is still qualified to perform, will be entitled to the maximum wage rate for the new classification on the date of transfer provided:
 - (A) He/she has attained at least forty-eight (48) consecutive months of wage service credit with the Company.

9.10

In making temporary transfers, the Company will ask the most senior qualified employee who is available for the assignment to accept a temporary transfer. If the most senior qualified employee refuses the temporary transfer, the Company, in order of seniority, will ask qualified employees to accept the temporary transfer. If no qualified employee accepts the temporary transfer, then the Company will assign the qualified employee with the least amount of seniority.

Whenever an employee is designated to fill a temporary vacancy in a higher classification (applies only to classifications on wage schedules for Lineperson, Facility Assigner, Cable Splicer, Central Office Technician, Complex Installer-Repairperson, COE Installer, Construction Foreperson, Customer Services Technician, Business Services Technician, Laborer, Public Access Technician and Building & Grounds Custodian) for sixteen (16) or more continuous working hours, said employee shall be paid at the rate applicable to the higher classification for all hours he continues to work in that capacity, beginning from the first hour of such assignment provided that:

- a. If preceding such assignment, the employee involved has worked forty (40) or more continuous working hours in the higher classification involved, as a result of being designated to fill a vacancy therein, then the period of sixteen (16) continuous working hours, referred to above shall, for such assignment, be reduced to four (4) continuous working hours.

- 9.11** No new employee will be hired to fill a position within the Bargaining Unit for which a present employee is qualified and available.
- 9.12** The Union will be notified by the Employment Manager or his representative, within thirty-one (31) calendar days after the end of his posting period as to who was selected.
- 9.13** Employees shall have the right to refuse permanent transfer away from designated headquarters without impairment of any other rights or privileges.

ARTICLE 10

FORCE ADJUSTMENTS

10.01 Reduction in Force

- A. Whenever the Company deems it advisable to part-time or lay off regular employees, such force adjustments as it may deem advisable shall be made effective among employees performing essentially the same type of work, through part-timing or layoffs or both, subject to the following conditions:
1. Temporary employees shall be laid off first.
 2. Next in order, employees with less than two (2) years' seniority shall be declared surplus in the inverse order of seniority.
 3. After the steps as outlined in paragraph 1. and 2. above have been taken and further reductions in the work force are advisable, the Company may either part-time all employees after notifying the Union of its proposal to part-time including the applicable reduction in hours, or it may declare employees surplus in the inverse order of seniority.
- B. 1. Employees who are designated as surplus shall be offered reassignment to available jobs in the same or lower pay levels within the bargaining unit, provided they are qualified to perform such jobs.

2. Employees who are surplus shall be offered transfer to the jobs in paragraph 1. above in order of their seniority.
3. If there are no jobs available in the bargaining unit as provided in paragraph 1. above or the employees refuse the offer, then the employees shall be laid off.

10.02 Technological Displacements

- A. A technological displacement occurs when the job of a regular employee or group of regular employees is no longer considered necessary due to a technological change in the type of plant or equipment used, or a change in operating procedures reducing the total number of employees considered necessary to provide the same service. Technological change shall be defined as any change in equipment, material and/or methods after the date of this Agreement which results in any reduction in the number of bargaining unit employees. This is to be distinguished from a force surplus due to lack of work covered in Section 10.01 above.
- B. When regular employees are displaced by a technological change, such employees shall be offered continuing employment with the Company in accordance with the following conditions.
 1. Employees displaced shall be offered the opportunity for reassignment to available jobs within the bargaining unit. Such employees shall take precedence over employees who seek a transfer under Article 9. Employees exercising their option for reassignment under this Section who are unable to qualify for the job or who the Company determines fails to perform his/her job satisfactorily in the new assignment will be laid off under Section 10.03 below.
 2. The offering of reassignment shall be in order of seniority.
 3. Employees who are technologically displaced may in order of seniority displace employees in similarly rated jobs or lower rated jobs for which they are currently qualified.

4. Employees offered, but not accepting reassignment in the bargaining unit and in a similarly rated job or not displacing an employee as described in paragraph 3. above shall be retired, if eligible, or considered terminated. In either case, the employee will have eligibility for Supplemental Income Protection benefits as shown in Section 15.08.
5. If an employee is transferred to a job title having a lower wage guide, his/her rate of pay, if above the maximum for the new job title, shall be reduced to that maximum.

10.03 Layoff Procedure

- A. Layoffs because of lack of work for employees who perform essentially the same type of work in the location where the surplus or work force reduction exists, shall be made in the inverse order of seniority provided:
 1. Employees who have not established seniority hereunder, such as temporary employees, shall first be terminated.
 2. Regular employees shall be offered reassignment to work, according to service requirements, in classifications which they have previously performed and are currently qualified to perform, provided further:
 - a. If a regular employee refuses to accept such reassignment, in order to preserve his/her employment, to such available work at the prevailing wage rate for that classification, he/she may be laid off without regard to his/her seniority.
 - b. If a regular employee accepts such reassignment, offered in order to preserve his/her employment, to such available work at the prevailing wage rate for that classification and is later reassigned to his/her former classification, his/her Wage Experience Credit in his/her former classification shall be the same as it would have been had he/she remained in his/her former classification.

10.04 **Special Surplus Status**

- A. When a surplus of employees exists for any reason, the Company may at its sole discretion elect to offer special surplus status to employees in the affected work group in order of seniority. However, the Company may at its sole discretion terminate the offering within the work group prior to eliminating the surplus. Employees so selected by the Company are eligible for severance pay in accordance with Section 15.07. When deemed appropriate, the Company may, at its sole discretion, offer such employees a choice of reassignment to certain available job(s) or termination allowance. Employees who are offered this special surplus status have the right to accept or reject the Company's offer. Employees who elect to receive benefits under the provisions of this section shall not be entitled to benefits under Supplemental Income Protection Plan. Employees who accept special surplus status and leave the service will be considered to have voluntarily terminated employment.

ARTICLE 11

TRAVEL TIME - TRANSPORTATION - BOARD AND LODGING

- 11.01** When an employee is temporarily assigned to work or to attend school at a location which is outside the area in which the employee's reporting headquarters is located, the Company will, at its option either:
- a. Furnish daily - morning and evening – transportation - on Company time to and from the location of the temporary assignment; or
 - b. Furnish transportation on Company time, to and from the location of the temporary assignment at the beginning and the end of such temporary assignment, and also reimburse the employee for the cost of reasonable board and lodging for the period of such temporary assignment.

Exceptions to this Section 11.01 may be made by the Company's Vice President (or the Vice President's designated representative) in order to facilitate participation in training made available by other organizations away from the employee's normal work exchange area in conformance with practices generally applicable to other students participating in the same training.

11.02 "Company time" to be paid for as used in Section 11.01 shall mean time during which the employee is traveling to and from a temporary work or school, location on Company orders, except that such time shall not include time which is outside of the hours the employee would have worked if working a regular work day unless he is driving at the request of the Company.

"Transportation" as used in Section 11.01 means transportation by either public or Company vehicle.

11.03 Any employee may, at his option, and after proper notice to his supervisor (outside of the Bargaining Unit) in advance provide his own transportation, board, and/or lodging in lieu of transportation, board and/or lodging which would be provided by the Company, shall do so on his own time. Such employee shall notify the Company in advance that he will provide his own transportation, board and/or lodging and report for duty at the time and place designated by the Company.

Such employee, shall, however, be paid - in lieu of traveling time, board and/or lodging expense - an amount equal to \$75.00 per day.

In order to adequately maintain service to the public there will be times when the nature of an employee's temporary assignment will require that he drive a Company vehicle, on Company time to and from the location of his temporary assignment. When this occurs, the affected employee will be permitted to exercise the options stated in this Section 11.03 only to the extent of board and/or lodging. The employee will be reimbursed at the rate Sprint allows per mile if authorized to drive his personal vehicle.

11.04 Any transportation, board and/or lodging costs paid directly to the employee in lieu of those provided for by the Company shall not exceed the cost of these same expenses when arranged for by the Company. The reasonableness of the transportation, board and/or lodging provided for by the Company and/or the associated costs thereof are subject to the grievance and arbitration provisions of this Agreement.

11.05 If not otherwise handled by the Company, each employee being reimbursed for travel expenses will be required periodically to submit an individual expense account. Employees are required to abide by the National Finance Program and may be required to use credit cards and/or a corporate card.

ARTICLE 12

FEDERAL AND STATE LAWS

12.01 It is understood and agreed that any part of this Agreement that may be construed by proper authority, or by mutual agreement to be in conflict with a mandatory State or Federal Law or Executive Order, then such part shall be suspended and the appropriate mandatory provision of the State or Federal Laws or Executive Orders shall prevail.

12.02 Nothing in this Agreement shall be construed to require either party to this Agreement to act in defiance of any State or Federal Law or Regulation and in the event any such conditions arise, it is agreed that this Agreement shall be modified in respect to either or both parties to the extent necessary to comply with the law.

12.03 Consistent with other provisions of this Agreement, the Company and the Union agree to continue to support their policies of avoiding discrimination against any employee regarding the terms or conditions of employment because of sex, race, color, religion, age, handicap or national origin.

12.04 Any reference to either male or female gender in this Agreement is intended to include both genders and is not to be considered as a limitation on either sex.

12.05 Notwithstanding anything to the contrary, where any one Clause or Article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993, and the contract provides for a greater level of benefits than are required under the FMLA, the provisions of the contract shall prevail. In no instance shall the contract diminish any rights guaranteed under the Act. The Company shall have final discretion with regards to those options where the employer is provided with discretion under the FMLA.

12.06 The Company and the Union will comply with the Americans with Disabilities Act to ensure fair and equitable treatment of applicants and employees with disabilities. The parties herein will further ensure that reasonable accommodations are afforded to disabled applicants and employees on a case by case basis.

ARTICLE 13

SERVICE BRIDGING

13.01 All regular, full-time employees of the Company, including predecessor or acquired companies, who successfully completed the probationary period and left in good standing are eligible for service bridging.

13.02 If an employee leaves and is rehired, the length of service prior to the break will be bridged after five (5) years of uninterrupted service.

13.03 Bridging only applies to service prior to the most recent break, and/or combination of service and bridged service prior to the most recent break.

13.04 Bridging of prior service will apply to the following:

- a. Eligibility for accident and sickness benefits.
- b. Paid Time Off eligibility.
- c. Service awards.

R

ARTICLE 14

GENERAL WORKING RULES AND CONDITIONS

- 14.01** The Company will continue in effect, as long as conditions permit, such generally recognized customs and practices as are now in effect, but which are not specifically covered by the terms of this Agreement; but nothing shall serve to obstruct the right of the Company to change any of such customs and practices for reasonable cause after due and timely notice to its employees, nor shall the Company's right to adopt, revise and enforce reasonable Company rules and to apply reasonable penalties for their infraction be denied.
- 14.02** The Company will continue to provide clean, sanitary, and reasonably comfortable rest and washrooms, together with facilities for safeguarding out-of-doors clothing for employees during the time they are on duty.
- 14.03** The parties hereto recognize that employees are required to perform their work efficiently and to obey Company rules. When an employee after adequate instructions fails to observe the Company's rules, he may be disciplined as circumstances require, but no employee shall be punished for an act which the Company knowingly permits any other person within the Bargaining Unit to do on its behalf or for its interest.
- 14.04** It is agreed that where an employee is required to work at a point other than his assigned place of assembly, he shall proceed to the location of the job, and return from such job to the place of assembly on the Company's time.
- 14.05** Hours worked shall include time actually at work or on duty, including the time required to stand-by, prepared to go to work, at a specific place. Making out time, material or other lists shall constitute time worked.

14.06 **On Call Technician**

In order to provide a level of service that meets the expectations and demands of our customers, the Company and the Union hereby agree to institute the following "On Call" program.

R

1. The Company will designate the areas and job classifications where an "On Call Technician" will be utilized and the length of the on call period.

2. The “On Call Technician” will be paid a differential of \$27 per week day of standby duty and \$35 per weekend day and/or holiday standby duty. This differential will be in addition to any call out pay. R
3. The stand-by period will normally be for a five day work week and a two day weekend, or holiday. Individual days of standby may be scheduled based on service requirements. R
4. The “On Call Technician” duty will be offered on a voluntary basis and will be rotated among technicians working in the same job classification. If no one volunteers, on call may be rotated among qualified technicians.
5. If the call out resides outside the designated “On Call Technician’s” normal coverage area as determined by the Company, it may be offered to technicians who normally cover that area. If no one accepts the callout, it will be assigned to the designated “On Call Technician.”
6. The “On Call Technician” will be equipped with a communication device to facilitate contact and to provide him or her with freedom to travel while on call. R
7. The “On Call Technician” will be available to respond to the trouble within one (1) hour of notification. This will allow Sprint to meet our two (2) hour commitment time for catastrophic problems.
8. If an employee is scheduled on a call out week and is determined that overtime is necessary to be worked before the end of the normal scheduled work day, no call out pay will be paid for working overtime.
9. No person will be scheduled “On Call” the week prior to his/her PTO. R
10. Should the need arise, replacement of a persons’ call out coverage will be the responsibility of the employee on call. It is also the responsibility of the employee on call to notify the call out centers (i.e. MASB, NMC, WFM, Repair Bureau, etc.) and his/her supervisor of any change.

14.07 Any employee reporting for work on a regular work day at the designated time and place of assembly shall, in the event no work is provided for him, be paid for the day.

14.08 Effective January 1, 1997, employees on annual military leave shall be paid their basic hourly rate for up to two (2) weeks per year (up to eighty (80) hours), and allowed to retain any military pay received. Employees who are to be gone for more than two (2) weeks during any one (1) year shall be granted an unpaid leave of absence. All arrangements should be discussed with the immediate supervisor as far in advance as possible.

14.09 Reasonable regulations and provisions for the safety and health of the employees shall be made by the Company, and to this end no employee shall be required or requested to work out of doors in inclement weather except to protect life and property.

14.10 Effective April 1, 2003, the Company will reimburse employees up to \$75.00 each year, or a maximum of \$225.00 during the life of the agreement, towards the purchase of safety footwear 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.

14.11 **Uniforms**

- A. At the discretion of the Company, uniforms will be provided for those classifications which the Company deems appropriate. Presently (although subject to change by the Company) the following job classifications are participating in the program:

Lineperson, Cable Splicer, Central Office Technician, Complex Installer-Repairperson, COE Installer, Construction Foreperson, Business Services Technician, Customer Services Technician, Laborer, Public Access Technician, Building & Grounds Custodian and Facility Assigners.

- B. The Union will be notified of any changes in the mandatory classifications noted above. Currently the classifications of Customer Service Technician, Business Services Technician, and Public Access Technician are required to participate.
- C. The Company will pay 100% of the cost of the program.
- D. 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.
- E. 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.
- F. Replacement of uniform garments damaged through normal wear on the job will be the responsibility of the Company.
- G. 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.
- H. Employees will receive seven shirts and seven trousers in the first year employees participate in the program. Employees may choose any combination of the garments listed in the Company approved program for their respective job classification. Employees will receive one jacket with a liner and one cap. Each subsequent year, the Company will furnish an appropriate number of replacement trousers and shirts. Additional garments may be furnished by the Company if approved by supervision. Garments that prematurely wear out or no longer present a professional image may be changed out at any time with prior supervisory approval. This is to include those situations where the employee no longer presents a professional image due to excessive weight gain or loss by employees.

- I. 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.
- J. 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, however employees may only wear the officially designated cap or an acceptable broad-brimmed hat required by medical necessity.
- K. A pin, not to exceed 1-1/2 inches in diameter designating affiliation with the IBEW 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.

14.12

The Company shall furnish employees with safety appliances and also all tools and equipment that have been furnished previously. Employees shall at all times use every effort for the preservation of such appliances and shall use them when necessary. Employees shall furnish their own tools, as has been the practice in the past, but the Company shall furnish suitable rain protective equipment to employees required to work out of doors in inclement weather. The Company will replace all personally owned tools and equipment used on the job, which it finds unsuited to the work or dangerous to the safety of the employees and the public. Any tools or equipment issued to the employees by the Company shall be signed for and the employee shall be held responsible for their return in good condition, reasonable wear and tear expected.

INCLEMENT WEATHER GUIDELINES

- 1. If an employee feels he/she is unable to report to work due to inclement weather and the employee feels that his/her personal safety is at risk, the immediate supervisor may honor the request for excused time. If excused, the employee may elect to take PTO otherwise, the excused time off will be without pay (excused, nonchargeable).

R

2. If an employee feels that his/her personal safety is at risk due to inclement weather and the employee requests to leave work early, the immediate supervisor may honor the request. If excused, the employee may elect to take PTO (provided the amount of time requested is at least four (4) hours), otherwise, time off will be without pay (excused, nonchargeable).

14.13 Line Forepersons shall not be required to climb poles or do other lineperson's work that would interfere with properly looking after his work as foreperson and the safety of the employee's in his charge. The general rule shall be that no foreperson with more than three (3) persons in his crew (four including the foreperson) will be required to do any lineperson's work.

14.14 When an employee is assigned to clear trouble on pole lines during the night hours he shall be assisted by at least one other qualified employee.

14.15 All permanent employees who have been employed continuously for two (2) or more months, reporting regularly for work in any one (1) week, shall be guaranteed forty (40) hours of work. This shall not interfere with the right of the Company to lay off employees because of lack of work at the end of any week. This section shall not apply to any employee working on a part-time basis.

- a. It is understood that part-time employees shall not be used to such an extent as to affect the usual employment of full-time employees.

14.16 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. 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. Delivery of paycheck stubs may be to the employee's home in lieu of work centers.

Unless prevented by circumstances beyond the Company's control, electronic paystubs will be available on each payday, and shall include a statement of hours worked, earnings and a listing of all deductions from earnings. On each pay day all wages shall be paid which were earned and

unpaid at the close of the workday on which the preceding payroll period ended, provided that when an employee is discharged or laid off, or when an employee quits or resigns employment, all wages earned and unpaid will become due and payable as soon as possible.

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

14.17 The Company may designate a working leader to coordinate and participate in the productive work activities of a group of two (2) or more Company or contractor employees and those employee(s) so designated as working leaders will receive sixty-five cents (\$.65) per hour differential while performing such work.

- a. The Company will determine the need for, the duties and responsibilities of, and fix the period of time for any employee designated a working leader. The Company will give full consideration to seniority; qualifications being sufficient, seniority will prevail.
- b. Any employee designated shall not be construed as a reclassification of the employee, or change the employee's job classification, and shall not affect in any way the employee's right to benefits under this Agreement to which he is otherwise eligible or entitled.

14.18 Employees might, on occasion, be required to travel outside the service area represented by IBEW Local 1181 to perform work on customer equipment. Likewise, it is understood that the Company may utilize individuals from outside the service area represented by IBEW Local 1181 when bid jobs must be installed in a limited time frame or when extraordinary customer troubles or emergencies occur. Should this be deemed necessary, the Company agrees to notify the Union Business Manager in advance when these assignments are anticipated to exceed two (2) weeks. It is understood that all qualified and available employees within the service area represented by IBEW Local 1181 will be utilized before additional Company individuals are brought in from the outside.

14.19 When, in the Company's judgment, non-supervisory employees are specifically appointed to an in-charge capacity as a temporary replacement of a management employee, those employees will be paid a differential of one dollar (\$1.00) per hour for all hours worked during the period of such appointment.

The Company shall have the right, in its sole discretion, to determine the need for such supervision, to select the employee to be appointed as such, to fix the period of such appointment, to terminate the appointment at any time, and to extend the period of such appointment. If, in the Company's judgment, an employee thus appointed is not performing satisfactorily in that capacity, then the Company may immediately terminate the appointment and appoint another employee.

Any such appointment shall not be construed as a reclassification of the employee, or change the employee's job classification, and shall not affect in any way the employee's right to benefits under this Agreement to which he is otherwise eligible or entitled.

14.20 **Ten Hour – Four Day Week**

For purposes of implementing and administering a four (4) day work week, Central Telephone Company of Virginia (the "Company") and the International Brotherhood of Electrical Workers (the "Union") do hereby agree as follows:

1. The Company will determine in what locations and what job classifications the four (4) day work week will be applied. The Company will also determine when the four (4) day work week will start, end, and/or revert back to the five (5) eight (8) hour days.

When implemented, the four (4) day work week will be made available to all employees in the work group. Anyone not desiring to participate will remain on a normal five (5) day work schedule, except in the case of not having enough volunteers. In such cases, the Company will force the junior employee(s) needed to fill the need of the four (4) day work schedule.

2. The tour (four (4) – tens (10's)) will not be subject to overtime for hours worked in excess of eight (8) in any one (1) day. Hours worked in excess of ten (10) in any one (1) day, with an intermission of one-half (1/2) hour for lunch, or forty (40) in any one (1) week shall be paid at the overtime rate.

PTO and company paid holidays are considered as hours worked for overtime purposes.

R

Jury duty, bereavement, STD time, Worker's Compensation, military reserve duty, standby duty and callout are not considered as hours worked for overtime purposes.

3. For the four (4) day work week employees, the payment of evening and night differentials shall be paid for each hour of any shift ending after 7:00 p.m.

4. Employees scheduled for ten (10) hour tours shall in no case receive in excess of forty (40) hours' PTO pay per week or shall not gain an advantage over employees working eight (8) hour tours.

R

5. For four (4) day work week employees, the schedule for weeks containing a fixed Holiday will revert to a normal five (5) day schedule with the employee either scheduled and excused or scheduled to work on the Holiday.

6. For PTO purposes, those employees working a four (4) day work week will draw from their PTO bank on an hourly basis. (Example: One half (1/2) day will be five (5) hours; day-at-a-time will be ten (10) hours).

R

It is understood that no employee will lose any PTO due to the Company reverting to a five (5) day work schedule.

R

A five (5) day work schedule will be treated in accordance with Article 5 of the Labor Agreement.

Tentative days of PTO due to possibilities of over-carrying hours will not be allowed for the schedule periods of four (4) ten (10) hour days unless mutually agreed on between the Company and the Union.

R

7. Accident and Sickness absence shall be based upon the scheduled ten (10) hour day and will be counted the same as a five (5) day work week employee in determining the waiting period for benefits.

All leaves of absence (union activity time, jury duty, funeral leave), paid or unpaid, will be made on the basis of a five (5) day work week.

8. It is recognized that various conditions, other than those specifically addressed in this section may necessitate the temporary reverting of the four (4) day work week employees to five (5) day schedules (e.g. formal schools, temporary transfers, other employees in the work group on PTO, other employees in the work group on A&S, Workers' Compensation, jury duty, etc.)

R

9. Any items not addressed by this document will be covered by the Agreement between the International Brotherhood of Electrical Workers, Local 1181, and Central Telephone Company of Virginia.

D

14.21 Attendance Practice

Attendance should be tracked and recorded regularly by the number of occurrences within a 12-month rolling period as follows:

Absence – Failure of an employee to report to work as scheduled or remain at work as scheduled; any period of absence greater than 25% of the scheduled work day. Each absence equals 1 occurrence. See footnote.

Tardy – Failure of an employee to report to work as scheduled or to remain at work as scheduled; any period of absence equal to or less than 25% of the work scheduled day. Each tardy equals 1/3 occurrence. Effective 1/1/08, each tardy shall equal 1/2 occurrence.

A

FMLA - Qualifying absences under the Family and Medical Leave Act (FMLA) are not considered occurrences and will be excluded from this policy. All FMLA qualifying absences must be reported to the EBAC to ensure proper notification and tracking.

Supervisors may exercise reasonable discretion when determining if an occurrence should be counted toward corrective action.

Corrective action should be considered under the following circumstances.

<u>Occurrences</u>	<u>Appropriate Corrective Action Step</u>
1-3 within a rolling 12-month period	Coaching/Counseling
4 within a rolling 12-month period	Verbal Warning
5 within a rolling 12-month period	Written Warning
6 within a rolling 12-month period	Final Written Warning
7 within a rolling 12-month period	Employment Termination

An absence from work for one or more consecutive days for the same reason is considered one occurrence. Consecutive day absences for different reasons, however, will constitute more than one occurrence.

Failure to properly notify management of 1- and 2-day absences may result in corrective action.

If an employee is absent from work for 3 consecutive scheduled workdays without properly reporting the absence (per departmental guidelines), Sprint will consider the employee's action job abandonment and employment will be terminated.

Medical certification will not be required until an employee is absent more than 3 consecutive scheduled workdays. Failure to provide required documentation would result in the absence being considered an occurrence and loss of pay for the absence.

Corrective action may escalate to the next appropriate progressive level when an employee establishes a pattern of repeating an unacceptable behavior after formal corrective action deactivates.

The Company will provide the Union with notification of any corrective action beginning with the written warning step.

Footnote: Scheduled PTO and company holidays, jury duty, union business, military leave and funeral leave will not be considered an absence.

R

14.22

Home Garage

In order to better meet the ever-changing need of our customers, the Company and the Union hereby agree to institute a program entitled “Home Garage”. This program will permit affected employees to keep their vehicles at their home locations and be dispatched directly to the customer’s location each morning.

Listed below are some guidelines for the program:

1. The Company will determine which job classification will be eligible to participate.
2. Participation will be optional. Changes in the employee option may be coordinated with the immediate supervisor. Generally, a two-week notice will be required when options change.
3. Individuals not electing to participate in “Home Garage” will continue to report as previously assigned.
4. The program must be flexible in that there may be times certain employees will be required to report to the work center or other work locations with the home garage vehicle to complete assigned projects.
5. In reporting locations with five (5) or more eligible employees, a 50% or better participation level will be required for home garaging to be implemented. Exceptions to this policy will be addressed individually.
6. Employees should be at the first assignment at the scheduled starting time of the tour and at the last assignment at the scheduled ending time of the tour, unless overtime is required, then, the paid time ceases when the job is completed at the work site. If the first assignment is beyond twenty-five (25) miles from the designated reference point, the Company will allow thirty (30) minutes travel time at the beginning of the tour. If the last assignment is beyond twenty-five (25) miles from the designated reference point, the Company will allow thirty (30) minutes travel time.
7. Callout will not be contingent upon “Home Garage” employees but by current procedures.

8. Employees must live within a radius of twenty-five (25) air miles of a physical reference point, which will be determined by the Company, to participate in the “Home Garage” program unless agreed to by the Company.
9. No non-company passengers allowed in vehicle.
10. Employees will not use the Company vehicle for personal activities.
11. No alcohol or illegal drugs will be allowed in Company vehicles.
12. Liability of secured vehicle will be the Company’s responsibility; i.e., vandalism, theft, and Act of God.
13. Location of vehicle during employee PTO will be at the discretion of local management.
14. Vehicle maintenance – routine and repair at discretion of local management, on Company time.
15. Scheduled and unscheduled meetings will be handled by local management. (Safety, training, information, Quality.)
16. Accidents incurred (personal injury and Company vehicle) while en route to and from work are covered by the Company.
17. Company vehicles during off hours should be parked on employee’s personal property; however, will allow street parking where zoning permits.
18. Where it is mutually agreed between the employee and supervisor that the employee’s reporting time will be delayed as a result of inclement weather, the employee will not be paid until he/she reports to their first assignment. Their eight (8) hour work assignments will begin at that time. Employees instructed to standby as a result of inclement weather will be paid as if they had worked. Otherwise, if no instructions are given by the Company, then employees should report to their job assignments. If they do not come into the work center then they will not be paid.
19. No weapons will be allowed on Company vehicle.

R

14.23

Anti-Nepotism Policy

1. PURPOSE

- 1.01 The purpose of this policy is to outline Sprint's Mid-Atlantic Operation's procedures where situations exist or are subject to occur in which an employee has supervisory authority over a relative which may lead to charges of favoritism, animosity among employees and complaints of unlawful employment discrimination.
- 1.02 This policy will outline SMAO's procedures on the hiring, transferring, and promotion of relatives.
- 1.03 This policy will outline SMAO's procedures with respect to employees who marry while employed by SMAO.
- 1.04 This policy applies to all categories of employment at Sprint's Mid-Atlantic Operations including regular, part-time, occasional, Sprint temporaries, and all other temporary or contractual employees.

2. GENERAL

- 2.01 SMAO permits employment of qualified relatives of employees as long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest.
- 2.02 SMAO will permit individuals who are related by blood or marriage to work in the same Company facility, provided no direct reporting or supervisory/management relationship exists.
- 2.03 SMAO will not permit relatives to work in the same department, chain of command (reporting to the same supervisor), or in any other positions in which the Company believes an inherent conflict of interest may exist.
- 2.04 Employees who marry while employed by SMAO will be treated in accordance with this practice. If a conflict arises as a result of the marriage, one of the employees should be transferred at the earliest practical time.

- 2.05 Implementation of this practice is not intended to cause the termination of employment or immediate transfer of relatives of regular, part-time, occasional, or Sprint temporary employees. Departments should identify situations described in this practice, and when opportunities arise, recommend transfers in order to correct these situations.
- 2.06 The Employment Manager in concert with impacted Directors will be responsible for ensuring compliance with this practice.
- 2.07 Exceptions to this procedure must be approved by the Vice-President-Human Resources.
- 3. DEFINITIONS
 - 3.01 Relative is defined as a spouse, child, parent, sibling, grandparent or corresponding in-law or “step” relations and any of these or grandchild, aunt or uncle.
 - 3.02 Chain of command is defined as having a direct influence (reporting to the same supervisor) over the work responsibilities, salary, evaluation, discipline, or career progress of an employee.

ARTICLE 15

BENEFIT ITEMS

15.01 Accident and Sickness Benefit Plan

- A. Effective with the first payroll period beginning three months after ratification, the Company agrees to provide accident and sickness benefits for all regular employees on a non-contributory basis, provided, however, the Company reserves the right to change insurance carriers or to establish other arrangements for accident and sickness benefits, so long as it maintains all present benefit practices, except scheduled benefits. The provisions of the Accident and Sickness Benefits Plan shall govern in all matters pertaining to accident and sickness benefits.

1. Any eligible employee receiving benefits under a previous plan on the effective date will continue to receive benefits under that plan until either of the following first occurs:
 - a) exhaustion of benefits
 - b) the employee returns to work on his/her regular work schedule.

2. To be a participant covered by the A&S Benefit Plan an employee must:
 - a) complete one year of employment not counting time lost for illness, injury, or employee initiated non-paid absence. R
 - b) be a regular full-time (scheduled to work 40 hours per week) or regular part-time (scheduled to work at least twenty hours per week).

B. 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.

C. Eligibility for non-occupational STD benefits begin on the sixth day of illness or injury for participants who miss consecutive workdays for a period of at least their regular workweek. Effective May 1, 2006, PTO hours are provided for all incidental absences from work. The employee must use a minimum of three (3) paid PTO days during any five day incidental absence before hours can be taken unpaid, except in situations where FMLA-covered absences to care for covered relatives will exceed five consecutive days. In that case, the employee will have the opportunity to elect whether to take PTO hours or an unpaid absence. In all other situations, the employee will not have the opportunity to choose. R

1. Written medical certification will be required for any STD qualifying absence. At the Company's discretion, medical certification, including an IME, may be required for such absences.

2. The employee is solely responsible for providing medical certification when requested by the Company. The Company may, at its own expense, require a subsequent evaluation or second opinion(s).

D. Employees do not qualify for STD benefits if:

1. they engage in any activity which is inconsistent with the application for STD:
2. the physician or counselor is not licensed by the state where treatment is received.
3. cosmetic surgery is performed except when medically necessary.
4. they refuse restricted or temporary alternate (light) duty assignments that are in compliance with work restrictions while receiving STD benefits; or
5. 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.

E. If employment is involuntarily terminated due to reasons including but not limited to reduction in work force, resolution of a Workers' Compensation claim, plant/office closure, etc., while the employee is receiving STD benefits, the employee may continue to receive benefits until either the benefits are exhausted or the employee's doctor (or the IME doctor) states the employee can return to work. If employment is involuntarily terminated for just cause, STD benefit may be terminated immediately.

1. Other company benefits will cease as provided by each program. The Company may suspend or deny STD benefits if the employee fails to submit all forms/documentation as required, or if the employee does not comply with a Company request for an IME.

2. Failure to qualify for STD benefits does not preclude application for unpaid leave under the Family and Medical Leave Act (FMLA).
- F. An employee may become or remain eligible for temporary restricted STD Benefits for a partial schedule if the certifying physician's opinion, or an IME physician's opinion, indicates a return to work in a temporary restricted duty capacity is permissible and the Company is able to accommodate the restrictions. Temporary restricted schedule STD benefits are paid when an employee misses portions of a workday or works a shortened workweek (partial schedule) due to illness or injury incurred on or off the job. The physician must state that the partial schedule will be temporary – no more than 90 days.
1. The restricted duty schedule must be consistent with the business unit's permitted schedules. The duration of the temporary restricted schedule will be at the Company's discretion, but in no case will it be longer than 90 days.
- G. Employees released to a full work schedule with work restrictions may be allowed to perform temporary alternate (light) duty assignments at the Company's discretion. Light duty assignments are permitted provided there is meaningful business unit work available to be performed which does not violate the stated medical restrictions; and the prognosis from the treating physician (or IME) clearly indicates the employee will be able to return to his/her normal job duties within ninety (90) calendar days from the initiation date of light duty.
- H. 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.
1. The Company may suspend or deny STD benefits if Short Term Disability paperwork is not received within fifteen (15) calendar days of the first day of absence.

R

2. When foreseeable, requests for absences should be submitted at least thirty (30) calendar days prior to the planned absence. In all cases, required forms should be returned as far in advance as possible.

I. Independent Medical Examination

The Company may, at its own expense, require an independent medical examination (IME) and certification by a second physician at any time during an illness/injury period. If the IME physician's determination does not support the need for time away from work, the pay for incidental absence or STD benefits will cease.

A third opinion may be requested by the employee at their own expense to resolve the conflict of opinion. The third examination and certification must be performed by a physician mutually agreeable to the Company and the employee. The third opinion is final and binding. If the results support the initial certification, pay for STD benefits will be reinstated retroactively and the Company will assume responsibility for the payment of the third opinion.

When there is evidence of fraudulent activity/abuse related to the illness/injury absence, pay for STD benefits may be suspended while an IME is pending. An employee's failure to cooperate or to maintain scheduled appointments for a second or third opinion will result in the suspension of pay for STD benefits.

If the initial disability qualification is not sustained by the second or third opinion, the employee must return to work unless qualified for an unpaid FMLA leave. Failure to return to work other than while on FMLA leave will result in termination for job abandonment.

As a condition of this STD Policy, employees must give their consent for their treating doctor to provide information about their condition to the Company or to an IME doctor.

J. Benefits may be paid up to a maximum of twenty-six (26) weeks. The amount of pay (60% or full pay benefits) is a percentage of “base salary”. Base salary 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 salary does not include incentive compensation, overtime, shift differential or other special payments or calculations.

R

1. The STD benefit is either sixty percent (60%) or one hundred percent (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.

R

2. A higher level of benefits does not take place if an employment anniversary occurs before the employee works 182 consecutive days after any STD benefit usage.

R

If your service is:	Benefits 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 week	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 and >	26 weeks	0 weeks

R

NOTE: Any eligible employee receiving benefits under the previous plan schedule on the effective date will continue to receive benefits under that plan schedule until either exhaustion of benefits occurs,, or the employee returns to work on his/her regular work schedule.

3. STD benefits cease when either the employee is released to return to work or benefits exhaust.
- K. For time lost on account of occupational accidents, the Company shall pay the employee the difference between the payments received under Workers' Compensation and the benefits as provided by the provisions of the Accident & Sickness Benefits Plan. The employee will receive his/her basic rate of pay in accordance with the schedule provided in this Article. In certain circumstances the employee may be required to endorse his/her Workers' Compensation insurance payment check over to the Company.
- L. 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.
- M. Employee STD benefits are coordinated with Workers' Compensation benefits for wage replacement. Employees receive the maximum payment available under either this plan or the Workers' Compensation state statute, but not the total sum of both benefits.
1. Once the employee has met the State waiting period for Workers' Compensation, the Company's designated Third Party Administrator (TPA) will issue a check for the Workers' Compensation benefit, which is the TTD or TPD (temporary total disability or temporary partial disability). Once the employee has met the STD waiting period, they may also start receiving a check from Sprint for the difference between the TTD amount, up to a maximum of 85% of their gross weekly salary.

R

2. If it is determined that the employees STD benefit of 60% is less than the Workers' Compensation benefit from the insurance company, their Sprint checks will cease and they will only receive a check from the TPA. During this time, FlexCare benefits are maintained and benefit deductions will suspend. Upon return to work, the suspended deductions will automatically be taken out of the employee's paychecks on a pre-tax basis. If for some reason the employee does not return to work, they will be required to reimburse Sprint for the full cost of health care premiums and for co-payments for all other FlexCare benefits paid on the employee's behalf while on leave. Special arrangements must be made for payment of savings plan loans or stock payments with the Benefits Department.
3. Employees have the option of using PTO time prior to Worker's Compensation eligibility. If the employee opts to use available PTO it is not reinstated with the eligibility of Worker's Compensation benefit.

N. 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:

IF

THEN

an employee returns to work on his/her regular work schedule for less than 182 continuous days...

STD benefits begin immediately at the benefit level which applied when the employee returns to work.

R

An employee returns to work on his/her regular work schedule for at least 182 continuous days...

the STD benefit level is reinstated, in total, according to the payment schedule.

R

During the term of this agreement (2006-2009) an employee shall be granted one (1) thirteen week benefit refresh period for the first STD absence that occurs. Should an employee exercise the one (1) thirteen week refresh period, all future Short Term Disability refresh periods shall revert to 182 days.

A

Successive periods of non-occupational disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits. In the event an employee returns to work after a period of non-occupational disability and is again absent on account of the same non-occupational illness within 30 days of said return, any benefits on account of such further illness shall begin on the first day of absence.

1. When occupational illness or injury prevents employees from working, the above reinstatement schedules do not apply as benefits are paid on a per injury/illness basis.
2. PTO or fixed holidays, bereavement, jury duty and other excused paid time is included in the 182 day benefit reinstatement periods.

R

- O. An employee's job is normally held available during the period of paid STD benefits. Should an employee receive all of the benefits to which they are entitled and are still unable to return to their duties, the employee may request an unpaid leave of absence not to exceed three months for a non-occupational illness. An employee desiring a leave of absence shall submit their request in writing no later than thirty (30) days prior to exhaustion of active employee benefits. The employee must be able to provide medical documentation establishing he/she can return to their former position with no restrictions.

R

The total period of absence associated with the illness or injury, including paid STD benefits, (or PTO substitutions), and Family and Medical Leave Act entitlement (if available) shall not exceed 27 weeks. Earned, embedded, and banked PTO time, if available, may not be used to extend the STD absence beyond 27 weeks. Any earned, but unused PTO will be paid in a lump sum at the end of the STD period. When this period of absence ends, employment may be terminated.

Employment may be terminated when an employee cannot return to work after a total absence of 27 weeks.

Long-term disability, if applicable, and/or retirement benefits may be available as described in the applicable Plan Description.

- P. If any portion of your claim is denied, you may appeal by submitting a written reconsideration request to the local Benefits Manager. Your request must be submitted within 30 calendar days after you receive the denial. You must include the reasons you believe the denial was improper as well as any additional information, material, or comments you consider appropriate. You may reference or review pertinent policy documents.

The Benefits Manager must review and respond to your request within 30 calendar days after receiving it. The decision must be written and specify the reasons and applicable plan provisions. If your claim is denied by the Benefits Manager you have the right to further appeal to the following:

Sprint Nextel
6500 Sprint Parkway
Overland Park, KS 66251
Attention: Plan Administrator
Mailstop: KSOPHL0302-3A

R

Your request must be submitted within 30 calendar days after you receive the Benefits Manager's denial. You must include the reasons you believe the denial was improper as well as any additional information, material, or comments you consider appropriate. You may reference or review pertinent language of the Plan.

The Director must review and respond to your request within 60 calendar days after receiving it. If more time is needed, you will be notified within the 60-day period. The decision must be made within 90 calendar days after the Director receives your request. The decision must be written and specify the reasons and applicable plan provisions. The Director's decision is final.

15.02**FlexCare Plan**

R

Effective March 1, 2006, 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, Supplemental Long Term Disability, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance. The Company agrees to provide eligible employees with Basic Long-Term Disability coverage.

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

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 provide sufficient notice to the Bargaining Unit thereof.

As provided in the various Summary Plan Descriptions, which were provided to the Bargaining Unit on February 13, 2006, 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.

15.03**Voluntary Benefits Program**

A

The Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term

Care Insurance, Pet Insurance, Universal Life Insurance coverages, and Legal Services.

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

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

15.04 Relocation Expenses

Regular, full-time bargaining unit employees shall be eligible for reimbursement of relocation expenses incurred as the result of approved transfers to a new work location that is at least 35 miles further (one way) from his/her old residence than the old residence was from his/her former place of work.

Relocation expenses shall consist of reasonable and customary expenses supported by valid receipts or other sufficient evidence incurred by the transferred employee for (a) residence inspection and selection, (b) moving, (c) temporary living at the new location, and (d) selling and purchasing a residence. Such expenses shall be reimbursed up to a maximum of \$5,000 for employees who are homeowners at the time of transfer, and who are purchasing a home at the new work location, and up to a maximum of \$2,500 for employees who are renters at the time of transfer.

Transferring employees also shall be offered relocation services consisting of relocation counseling and mortgage counseling which will be paid directly by the Company up to certain limits to be established by the Company.

The Company shall also calculate a reimbursement amount to help defray state and/or federal income tax obligations on reimbursed moving expenses for which the transferred employee is not entitled to claim a tax deduction.

If the spouse of a transferring employee also is a Centel employee, the spouse shall not be eligible for reimbursement of relocation expenses.

Central Telephone Company shall prepare and make available to employees a comprehensive written practice incorporating the above provisions and containing additional detail about the procedures to be followed for moving expense reimbursement.

15.05 Retirement Pension Plan

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 Plan Agreement, which by reference thereto is incorporated herein and made a part of this Agreement. Said Pension 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 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.

Pension Agreement

Section 1. Sprint Retirement Pension Plan

The Company agrees to provide to Covered Members, through the Sprint Retirement Pension Plan (the "Retirement Pension Plan"), the benefits hereinafter specified in the Agreement effective May 7, 2006. All terms defined in the Sprint Retirement Pension Plan, including Appendix MM, shall have this meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

R

Covered Member shall mean an employee of Central Telephone Company of Virginia represented by Local Union No. 1181 of the International Brotherhood of Electrical Workers 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 Sections 3.1, Retirement Allowance General, and 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 the provisions of Article IX, Definitions; and Paragraphs I, Continuous Service, and J, Credited Service respectively, of Appendix MM 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 the Bargaining Unit terminates. Upon termination of this Pension Agreement, if as of such a date a subsequent Pension Agreement between Central Telephone Company of Virginia and the Local Union No. 1181 of the International Brotherhood of Electrical Workers is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall

continue to be earned in accordance with Article IX and, Paragraph I of Appendix MM 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

- (a) Effective March 16, 1997, the benefit accrued by a Centel Bargaining Unit Employee covered by this Agreement shall be frozen with regard to determining the benefit ultimately payable under Article VII, C, Centel Special Early Retirement, of Appendix MM of the Retirement Pension Plan (the "60/30 Provision") in the manner described in Section 2(b). The 60/30 Provision shall not apply to any Centel Bargaining Unit Employee who has no continuous service under the Retirement Pension Plan on or before March 16, 1997.
- (b) For each Centel Bargaining Unit Employee covered by this Agreement as of March 16, 1997, the retirement allowance of such employee who has a termination of employment prior to his attainment of age 65 and on or after the attainment of age 60 and 30 or more years of service, shall be the greater of:
 - 1. The benefit accrued as of March 16, 1997, as if such employee had a termination of employment as of that date under the 60/30 Provision, i.e., the accrued benefit shall not be reduced for early retirement, or
 - 2. The benefit accrued as of the date the Centel Bargaining Unit Employee actually terminates employment reduced by the early retirement factors in effect at that time.
- (c) Effective March 16, 1997, the Special Early Retirement Allowance, as defined in Section 1.56 of the Retirement Pension Plan, and the Special Early Retirement Date, as defined in Section 1.57 of the Retirement Pension Plan shall be extended to a Centel Bargaining Unit Employee. The determination of a benefit under the Special Early Retirement Allowance shall be made in accordance with Section 7.6 (b) of the Retirement Pension Plan.

15.06

Retirement Savings Plan Agreement Sprint Centel

The Company has adopted the Centel 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 Retirement Savings Plan Agreement as included below. In addition, the Company agrees to withhold employee contributions as provided in said Retirement Savings Plan Agreement and to make Company contributions thereto. Said Retirement 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.

R

**RETIREMENT SAVINGS PLAN AGREEMENT –
SPRINT-CENTEL**

Section 1. Centel 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 Centel 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 Retirement Savings Plan Agreement clearly indicates otherwise.

Plan participation shall be in accordance with Section 3 of the Retirement Savings Plan.

Section 2. Employee Contributions.

- (a) Each Participant shall be allowed to contribute on a bi-weekly basis up to an amount equal to sixteen percent (16%) of the employee's wage. Such bi-weekly wage deductions shall be in increments of one percent (1%) and shall be contributed to the Participant's account. The first ten percent (10%) may be contributed on a pre-tax basis, after-tax basis, or both. An additional six percent (6%) may be contributed on an after tax basis only.
- (b) The first six percent (6%) of contributions made on a bi-weekly basis shall be known as "Basic Contributions". The minimum Basic Contribution shall be one percent (1%) for each bi-weekly pay period.
- (c) Employee Contributions made in excess of Basic Contributions, contributions greater than six percent (6%) of wages, shall be known as "Supplemental Contributions".

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

Section 3. Company Contributions

R

- a) As soon as administratively feasible, the Company shall contribute a Company matching contribution equal to fifty percent (50%) of the Participant's bi-weekly Basic Contribution. Effective March 1, 2007, the Company shall contribute a Company matching contribution equal to thirty-five (35%) of the Participant's bi-weekly Basic Contribution. Effective March 1, 2008, the Company shall contribute a Company matching contribution equal to 25% of the participants bi-weekly basic contribution.
- b) The Company will provide an increased Company contribution based on the same performance measurement standard that applies in the Retirement Savings Plan for non-represented employees.

Section 4. Vesting.

- a) A Participant shall always be one hundred percent (100%) vested in the value of their own Contributions.
- b) A Participant shall become vested in the value of the Company contributions as defined under Section 2.31 Nonvested Amounts in the Retirement Savings Plan. R
- c) Participants eligible to receive the Company Profit Sharing Contribution shall always be one hundred percent (100%) vested in the value of the Company Profit Sharing Contributions. R

Section 5. 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 (5%) to an investment option.
- b) The Company matching contribution and Profit Sharing Contribution for each participant shall be invested in the same investment funds and in the same percentage allocation as Participant elect to invest their own Contributions.
- c) The Company shall designate the investment vehicle for each investment fund and can change any investment vehicle at any time.

Section 6. Services

R

Represented employees are included in the same 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 at these locations.

Section 7. 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.

15.07 Severance Plan

The Company will grant severance pay to regular employees who are laid off under the provisions of Article 10, at their straight time hourly rate, at a rate of one (1) week per year of continuous service not to exceed \$40,000.

Employees will receive severance pay at the time of service termination. Such severance pay shall be in addition to earned pay and PTO pay to which the employee may be eligible and without regard to unemployment benefits. Such severance pay shall begin within one (1) month of layoff and shall be payable for the eligible number of weeks indicated in paragraph a. above, at regular pay roll periods, until paid in full or the employee is re-employed by the Company or rehired by a Sprint System Company, whichever occurs first. At the Company's discretion, severance pay may be paid in a lump sum.

R

Employees who have once received severance pay, and have later been re-employed, must complete one (1) full year of employment before being eligible for severance pay for a subsequent layoff, and 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 and the subsequent layoff.

15.08 Supplemental Income Protection Plan

- A. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in the district 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 area who have at least ten (10) years of continuous service (as defined in the employee's retirement 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 Supplemental Income Protection benefits described in paragraph B. of this Agreement subject to the following conditions:

1. The Company shall determine the job titles and work area in which a surplus exists, the number of employees in such titles and areas 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 Agreement. Neither such determinations by the Company nor any other part of this Agreement shall be subject to arbitration.
2. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
3. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such thirty (30) day period.
4. Employees who elect to receive benefits under the provisions of this Agreement 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 these benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Supplemental Income Protection Plan payments.

- B. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph A. shall begin within one month after such employee has left the service of the Company to continue until forty-eight (48) payments have been made.
- C. For employees who so elect in accordance with paragraph A., the Company will pay monthly as Supplemental Income Protection payments, \$8.50 for each year of continuous service plus 45% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$462.50 per month. The maximum amount of Supplemental Income Protection benefits payable shall in no event exceed a total of \$22,200.
- D. In no event shall the total of the Supplemental Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic wage rate (or its equivalent) received during the year immediately preceding the termination of service.
- E. As used in this Agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- F. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of Sprint.
- G. In the event of the death of a recipient of Supplemental Income Protection payments before all of the monthly payments to which he/she is entitled have been made, the remaining amount shall be paid to the individual's estate.
- H. When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this Article, the Company may lay off employees as provided under other provisions of this Agreement.
- I. The provisions of the Plan shall govern in all matters pertaining to the Supplemental Income Protection Plan.

15.09**Telephone Concession**

R

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a discount on service or services offered by the Company on a voluntary basis.

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 service that is provided to non-bargaining employees at the same location.

Daniel Gronniger
Employee Relations Manager II

Larry D. Kirby
Manager Business Ops

Ralph L. Ison
Manager Installation & Maintenance
Manager

Deborah H. Bradberry
Human Resources Manager I

Kevin Marshall
President

Howard Ohlson
Assistant Business

William W. Teates
Committeeperson

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

Step increases contained in the wage schedules shall be considered to be a 6 month intervals. The initial step increase may vary due to wage service credit granted upon hire.

A

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 1 (502)	Start	6.29	6.37	6.45	6.53	6.61
Laborer (UN394)	Step 2	6.87	6.96	7.05	7.14	7.23
	Step 3	7.55	7.64	7.74	7.84	7.94
	Step 4	8.35	8.45	8.56	8.67	8.78
	Step 5	9.28	9.40	9.52	9.64	9.76
	Step 6	10.30	10.43	10.56	10.69	10.82
	Top	11.46	11.60	11.75	11.90	12.05
Schedule 2 (504)	Start	6.47	6.55	6.63	6.71	6.79
Building and Grounds Custodian	Step 2	6.89	6.98	7.07	7.16	7.25
(SW500)	Step 3	7.42	7.51	7.60	7.70	7.80
	Step 4	8.10	8.20	8.30	8.40	8.51
	Step 5	8.91	9.02	9.13	9.24	9.36
	Step 6	9.85	9.97	10.09	10.22	10.35
	Step 7	10.93	11.07	11.21	11.35	11.49
	Step 8	12.17	12.32	12.47	12.63	12.79
	Top	13.49	13.66	13.83	14.00	14.18

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 3 (505)	Start	7.41	7.50	7.59	7.68	7.78
Clerk General (CL651)	Step 2	7.74	7.84	7.94	8.04	8.14
Clerk (UN396)	Step 3	8.22	8.32	8.42	8.53	8.64
	Step 4	8.87	8.98	9.09	9.20	9.32
	Step 5	9.69	9.81	9.93	10.05	10.18
	Step 6	10.64	10.77	10.90	11.04	11.18
	Step 7	11.77	11.92	12.07	12.22	12.37
	Step 8	13.06	13.22	13.39	13.56	13.73
	Step 9	14.51	14.69	14.87	15.06	15.25
	Top	16.12	16.32	16.52	16.73	16.94
Schedule 4 (511)	Start	7.46	7.55	7.64	7.74	7.84
Plant Clerk (UN397)	Step 2	7.78	7.88	7.98	8.08	8.18
	Step 3	8.26	8.36	8.46	8.57	8.68
	Step 4	8.92	9.03	9.14	9.25	9.37
	Step 5	9.73	9.85	9.97	10.09	10.22
	Step 6	10.70	10.83	10.97	11.11	11.25
	Step 7	11.84	11.99	12.14	12.29	12.44
	Step 8	13.12	13.28	13.45	13.62	13.79
	Step 9	14.58	14.76	14.94	15.13	15.32
	Top	16.21	16.41	16.62	16.83	17.04

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 5 (508)	Start	7.17	7.17	7.17	7.17	7.17
Consumer Solutions	Step 2	7.48	7.48	7.48	7.48	7.48
Representative (UN123)	Step 3	7.95	7.95	7.95	7.95	7.95
	Step 4	8.57	8.57	8.57	8.57	8.57
	Step 5	9.35	9.35	9.35	9.35	9.35
	Step 6	10.28	10.28	10.28	10.28	10.28
	Step 7	11.37	11.37	11.37	11.37	11.37
	Step 8	12.62	12.62	12.62	12.62	12.62
	Step 9	14.02	14.02	14.02	14.02	14.02
	Top	15.58	15.58	15.58	15.58	15.58
Schedule 6 (506)	Start	7.94	8.04	8.14	8.24	8.34
Clerk Service Order (UN398)	Step 2	8.29	8.39	8.49	8.60	8.71
Directory Clerk (UN400)	Step 3	8.80	8.91	9.02	9.13	9.24
Clerk-Typist (CL662)	Step 4	9.49	9.61	9.73	9.85	9.97
Collection Representative	Step 5	10.36	10.49	10.62	10.75	10.88
(CL664)	Step 6	11.39	11.53	11.67	11.82	11.97
Teller (UN401)	Step 7	12.61	12.77	12.93	13.09	13.25
	Step 8	13.98	14.15	14.33	14.51	14.69
	Step 9	15.54	15.73	15.93	16.13	16.33
	Top	17.26	17.48	17.70	17.92	18.14

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 7 (507)	Start	8.01	8.11	8.21	8.31	8.41
Stenographer (UN122)	Step 2	8.35	8.45	8.56	8.67	8.78
	Step 3	8.89	9.00	9.11	9.22	9.34
	Step 4	9.57	9.69	9.81	9.93	10.05
	Step 5	10.46	10.59	10.72	10.85	10.99
	Step 6	11.50	11.64	11.79	11.94	12.09
	Step 7	12.71	12.87	13.03	13.19	13.35
	Step 8	14.11	14.29	14.47	14.65	14.83
	Step 9	15.68	15.88	16.08	16.28	16.48
	Top	17.43	17.65	17.87	18.09	18.32
Schedule 8 (516)	Start	10.39	10.52	10.65	10.78	10.91
Public Access Technician	Step 2	10.83	10.97	11.11	11.25	11.39
(UN241)	Step 3	11.52	11.66	11.81	11.96	12.11
	Step 4	12.40	12.56	12.72	12.88	13.04
	Step 5	13.53	13.70	13.87	14.04	14.22
	Step 6	14.89	15.08	15.27	15.46	15.65
	Step 7	16.47	16.68	16.89	17.10	17.31
	Step 8	18.28	18.51	18.74	18.97	19.21
	Step 9	20.31	20.56	20.82	21.08	21.34
	Top	22.56	22.84	23.13	23.42	23.71

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

		Effective 4/1/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 9 (515) Lineperson (CR504)	Start	11.07	11.21	11.35	11.49	11.63
	Step 2	11.55	11.69	11.84	11.99	12.14
	Step 3	12.27	12.42	12.58	12.74	12.90
	Step 4	13.22	13.39	13.56	13.73	13.90
	Step 5	14.44	14.62	14.80	14.99	15.18
	Step 6	15.89	16.09	16.29	16.49	16.70
	Step 7	17.56	17.78	18.00	18.23	18.46
	Step 8	19.49	19.73	19.98	20.23	20.48
	Step 9	21.66	21.93	22.20	22.48	22.76
	Top	24.05	24.35	24.65	24.96	25.27
Schedule 10 (514) Facility Assigner (UN175)	Start	11.18	11.32	11.46	11.60	11.75
	Step 2	11.65	11.80	11.95	12.10	12.25
	Step 3	12.38	12.53	12.69	12.85	13.01
	Step 4	13.37	13.54	13.71	13.88	14.05
	Step 5	14.57	14.75	14.93	15.12	15.31
	Step 6	16.04	16.24	16.44	16.65	16.86
	Step 7	17.72	17.94	18.16	18.39	18.62
	Step 8	19.68	19.93	20.18	20.43	20.69
	Step 9	22.06	22.34	22.62	22.90	23.19
	Top	24.29	24.59	24.90	25.21	25.53

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 11 (500)	Start	11.45	11.59	11.73	11.88	12.03
Cable Splicer (CR500)	Step 2	11.93	12.08	12.23	12.38	12.53
	Step 3	12.68	12.84	13.00	13.16	13.32
	Step 4	13.67	13.84	14.01	14.19	14.37
	Step 5	14.90	15.09	15.28	15.47	15.66
	Step 6	16.41	16.62	16.83	17.04	17.25
	Step 7	18.15	18.38	18.61	18.84	19.08
	Step 8	20.13	20.38	20.63	20.89	21.15
	Step 9	22.38	22.66	22.94	23.23	23.52
	Top	24.87	25.18	25.49	25.81	26.13
Schedule 12 (513)	Start	11.45	11.59	11.73	11.88	12.03
Central Office Technician	Step 2	11.94	12.09	12.24	12.39	12.54
(CR502)	Step 3	12.68	12.84	13.00	13.16	13.32
Complex Installer-Repairperson	Step 4	13.68	13.85	14.02	14.20	14.38
(UN402)	Step 5	14.91	15.10	15.29	15.48	15.67
COE Installer (CR515)	Step 6	16.41	16.62	16.83	17.04	17.25
	Step 7	18.16	18.39	18.62	18.85	19.09
	Step 8	20.14	20.39	20.64	20.90	21.16
	Step 9	22.39	22.67	22.95	23.24	23.53
	Top	24.88	25.19	25.50	25.82	26.14

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
Schedule 13 (512)	Start	11.56	11.70	11.85	12.00	12.15
Construction Foreperson (UN174)	Step 2	12.05	12.20	12.35	12.50	12.66
	Step 3	12.80	12.96	13.12	13.28	13.45
Customer Service Technician (UN178)	Step 4	13.82	13.99	14.16	14.34	14.52
	Step 5	15.08	15.27	15.46	15.65	15.85
CST/DSL Technician (UN432)	Step 6	16.57	16.78	16.99	17.20	17.42
	Step 7	18.34	18.57	18.80	19.04	19.28
	Step 8	20.36	20.61	20.87	21.13	21.39
	Step 9	22.61	22.89	23.18	23.47	23.76
	Top	25.11	25.42	25.74	26.06	26.39
Schedule 14 (519)	Start	11.73	11.88	12.03	12.18	12.33
Business Service Technician (CR517)	Step 2	12.25	12.40	12.56	12.72	12.88
	Step 3	13.02	13.18	13.34	13.51	13.68
	Step 4	14.04	14.22	14.40	14.58	14.76
	Step 5	15.31	15.50	15.69	15.89	16.09
	Step 6	16.83	17.04	17.25	17.47	17.69
	Step 7	18.62	18.85	19.09	19.33	19.57
	Step 8	20.66	20.92	21.18	21.44	21.71
	Step 9	22.96	23.25	23.54	23.83	24.13
	Top	25.50	25.82	26.14	26.47	26.80

CENTRAL TELEPHONE COMPANY OF VIRGINIA

WAGE SCHEDULES

CENTRAL TELEPHONE COMPANY OF VIRGINIA

APPENDIX B

BENEFIT RATE SCHEDULE – SERVICE REPRESENTATIVES

		Effective 4/16/06	Effective 3/1/07	Effective 9/1/07	Effective 3/1/08	Effective 9/1/08
	Start	8.76	8.87	8.76	8.98	9.09
Schedule 5 (508)	Step 2	9.15	9.26	9.15	9.38	9.50
Consumer Solutions	Step 3	9.74	9.86	9.74	9.98	10.10
Representative (UN123)	Step 4	10.50	10.63	10.50	10.76	10.89
	Step 5	11.46	11.60	11.46	11.75	11.90
	Step 6	12.60	12.76	12.60	12.92	13.08
	Step 7	13.92	14.09	13.92	14.27	14.45
	Step 8	15.45	15.64	15.45	15.84	16.04
	Step 9	17.17	17.38	17.17	17.60	17.82
	Top	19.08	19.32	19.08	19.56	19.80

Consumer Solutions Representative Pay Structure

Current Employees

- The salary range for current employees will remain the same for the life of the agreement, as will the merit matrix.
- Employees will move with their current hourly rate intact. No decreases in base rate are being asked.
- Employees at the current top wage step of \$15.58 will remain above the maximum of the salary range.
- Employees traveling through the wage schedule will not see their base rate change again until March 1.
- All current employees will receive base rate treatment in accordance with the merit matrix on March 1 of each year.
- If an employee's merit increase amount would take them over the top of the salary range the employee is limited to the maximum only.

New Hires

- The salary range for new hires will remain the same for the life of the agreement, as will the merit matrix (same merit matrix as the one used for current employees).
- All new hires will receive base rate treatment in accordance with the merit matrix on March 1 of each year.
- New hires will be given their merit increase on a pro-rated basis on March 1 of either year (hire date to March 1 calculation).

Consumer Solutions Representative Pay Structure				
Employee Category	Salary Range:	Minimum	Midpoint	Maximum
A) Current EE (at top) - grandfathered				\$15.58/hr
B) Current EE (not at top)		\$9.20/hr	\$11.50/hr	\$14.95/hr
C) New Employees		\$8.50/hr	\$10.65/hr	\$12.75/hr

Consumer Solutions Representative Merit Matrix & Corresponding Performance Rating Definitions

<u>Rating</u>	<u>Merit Increase</u>	<u>Performance Rating Definitions</u>
1	\$.60/hr Base Salary Adjustment Up To Salary Range Maximum	Greatly Exceeds Expectations: Employee exceeded all objectives as established in the performance plan, (ie: scorecard) and performed all job responsibilities far above the requirements of the job.
2	\$.40/hr Base Salary Adjustment Up To Salary Range Maximum	Exceeded Expectations: Employee exceeded most objectives as established in the performance plan (ie: scorecard) and performed all job responsibilities in excess of the key requirements of the job.
3	\$.30/hr Base Salary Adjustment Up To Salary Range Maximum	Fully Met Expectations: Employee achieved all major objectives as established in the performance plan (ie: scorecard).
4	\$.00/hr	Below Expectations: Employee achieved some objectives as established in the performance plan (ie: scorecard).
5	\$.00/hr	Unacceptable: Employee's overall performance and results were not acceptable.

IBEW 1181
Guidelines for Handling Grievances

The full grievance procedure is stated in Article 7 of our Collective Bargaining Agreement. These guidelines are just a clarification for improved handling and processing of the grievance forms.

- Step 1 Discussion with first line supervisor. Verbal response provided to shop steward.

- Step 2 Meeting held with Manager. Written response provided to shop steward on union grievance form. If additional space is necessary for the response, simply attach it to the grievance form.

- Step 3 Meeting held with Director. Written response provided to shop steward on union grievance form.

- Step 4 Meeting with Employee Relations. Written response provided.

The union uses a multi-part form to keep track of the grievance process and our company responses. This original form and all attached carbon copies must be completed at each step of the grievance process and returned to the shop steward so that the company and union responses are noted on the original form at each step.

Timelines to address the grievance is set forth in each step of the grievance procedure and shall be followed as stated in Article 7. However, timelines throughout the grievance process can be mutually extended by either party due to scheduling conflicts, workload issues, etc. Additionally, conference calls can be arranged to hear grievances, however, this should be the exception and not the rule since a face to face meeting is the preferred method.

If you have any questions regarding this please call me at (908) 735-3479.

Sincerely,

Joseph A. Basile
Manager Employee Relations

CENTRAL TELEPHONE COMPANY OF VIRGINIA

SCHEDULE OF PENSION BANDS

Central Telephone Company of Virginia
Local 1181, International Brotherhood of Electrical Workers

Band 1

Building & Grounds Custodian
Clerk
Clerk-General
Clerk-Service Order
Clerk-Typist
Directory Clerk
Laborer
Consumer Solutions Representative
Collection Representative
Stenographer
Teller
Plant Clerk

Band 2

Cable Splicer
Central Office Technician
Business Services Technician
Complex Install-Repairperson
Construction Foreperson
Facility Assigner
Lineperson
Customer Services Technician
COE Installer
Public Access Technician

CENTRAL TELEPHONE COMPANY OF VIRGINIA

PROPOSED SCHEDULE OF PENSION BANDS
 Local 1181 - International Brotherhood of Electrical Workers
 Effective March 1, 2006
 Schedule of Participating Employer Groups

R

<u>Age at Retirement</u>	<u>Band 1</u>	<u>Band 2</u>
65 or older	\$34.40	\$52.54

Early Retirement Benefits

Employees who begin receiving benefits after attaining age 55 but prior to age 65 will have their normal monthly retirement benefit (which equals the applicable age 65 band amount multiplied by years of credited service) reduced in accordance with the following early retirement factors:

<u>*Age At Commencement of Benefits</u>	<u>*Early Retirement Adjustment Factors (5% Per Year From Age 65)</u>
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

*Factors will be incrementally increased for each full month an employee's age at early commencement of benefits exceeds the early retirement ages shown above.

CENTRAL TELEPHONE COMPANY OF VIRGINIA

PROPOSED SCHEDULE OF PENSION BANDS

Local 1181–International Brotherhood of Electrical Workers

Effective March 1, 2007

Schedule of Participating Employer Groups

R

<u>Age at Retirement</u>	<u>Band 1</u>	<u>Band 2</u>
65 or older	\$35.27	\$53.86

Early Retirement Benefits

Employees who begin receiving benefits after attaining age 55 but prior to age 65 will have their normal monthly retirement benefit (which equals the applicable age 65 band amount multiplied by years of credited service) reduced in accordance with the following early retirement factors:

<u>*Age At Commencement of Benefits</u>	<u>*Early Retirement Adjustment Factors (5% Per Year From Age 65)</u>
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

*Factors will be incrementally increased for each full month an employee's age at early commencement of benefits exceeds the early retirement ages shown above.

CENTRAL TELEPHONE COMPANY OF VIRGINIA

PROPOSED SCHEDULE OF PENSION BANDS

Local 1181–International Brotherhood of Electrical Workers

Effective March 1, 2008

Schedule of Participating Employer Groups

R

<u>Age at Retirement</u>	<u>Band 1</u>	<u>Band 2</u>
65 or older	\$36.16	\$55.21

Early Retirement Benefits

Employees who begin receiving benefits after attaining age 55 but prior to age 65 will have their normal monthly retirement benefit (which equals the applicable age 65 band amount multiplied by years of credited service) reduced in accordance with the following early retirement factors:

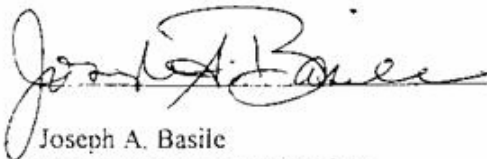
<u>*Age At Commencement of Benefits</u>	<u>*Early Retirement Adjustment Factors (5% Per Year From Age 65)</u>
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

*Factors will be incrementally increased for each full month an employee's age at early commencement of benefits exceeds the early retirement ages shown above.

Memorandum of Understanding

It is mutually agreed that during the life of this Agreement, that the provisioning, installation, and maintenance of DSL services will be assigned to a new classification called CST/DSL Technician under the following conditions:

1. The Company will identify locations and number(s) of employees to be trained and certified on DSL installation. The CST/DSL Technician will be paid at the CST job classification wage schedule.
2. The Company will select the employees who will receive the training and certification based on interest and aptitude as demonstrated through skills testing. If two or more individuals are deemed equally qualified based on the skills testing, then seniority shall prevail.
3. It is intended that if there is not enough DSL work in the course of the workday for the CST/DSL Technician, then he/she will perform CST job classification duties.
4. The Company may continue to utilize contractors with regards to DSL in compliance with Section 3.11 of the Collective Bargaining Agreement.
5. It is further agreed that the Company and the Union will guarantee to resolve and successfully implement the crossing classification of work issues and selection of qualified employees as it relates to the Special Services transition of work.



Joseph A. Basile
Manager Employee Relations
2/27/03



Don Dorrier
IBEW 1181 Spokesperson
2/27/03

Recognition and/or Incentive Programs

A

At the sole discretion of the Company, voluntary employee recognition and/or incentive programs to honor exemplary performance, achievement of objectives, meritorious events, community service, etc., by employees, may be unilaterally developed, implemented, modified or deleted. Such programs may include, but not be limited to, incentives at the individual and/or group level. The Company will notify the Union in advance of any newly developed, modified or expired recognition programs, however, both parties mutually agree to the above mentioned unilateral Company right.

MEMORANDUM OF AGREEMENT

A

Between

SPRINT

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 1181

Both parties recognize it is in their collective beset interests of their organization to maintain an open dialogue. In an effort to achieve a better working relationship, the parties hereby agree to the following:

- The parties agree to establish a joint Company/Union Committee.
- The purpose of the Committee shall be to: share timely information, register concerns of the parties, jointly act to address problems, foster working relationships and grow the Company and the Union.
- The Company and Union agree to meet at least quarterly to discuss common issues of interest. The interval between meetings may be altered by mutual agreement of the parties.
- An agenda shall be prepared two (2) weeks in advance, including items offered by both parties for discussion. Each party shall be given ample opportunity to present its items for consideration. The agenda shall not restrict either party from raising additional issues, time permitting.
- Both parties shall be responsible for their individual organization expenses.
- Meeting shall be held at mutually agreed upon times and locations.

DURATION OF AGREEMENT

This memorandum of agreement shall remain in full force until March 1, 2009. Any extension of this agreement must be mutually agreed between the parties. Otherwise, this agreement shall expire on the date referenced above.

Company Representative

Union Representative

Date

Date

**Memorandum of Agreement
New Local Company – Short Term Incentive**

A

The following Memorandum of Agreement is made this 7th day of May, 2006, between Sprint (New Local Company) (NLC) (which will be named SPRINT after separation from Sprint Nextel) and the International Brotherhood of Electrical Workers, Local 1181.

During the term of this Memorandum of Agreement, all employees of the New Local Company represented by the International Brotherhood of Electrical Workers, Local 1181 shall participate in the Company's short-term incentive (STI) plan, on the same basis as all other non-exempt, non-represented employees, including the Chief Executive Officer and Chief Operating Officer. As plan documents are finalized, they will be provided to the Union for distribution to employees.

The STI plan is based on the achievement of certain financial and customer satisfaction goals based on criteria and weightings approved by the Compensation Committee of the Board of Directors. Criteria for 2006 currently include:

- Revenue
- Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)
- Customer satisfaction

The actual metrics will be set for the calendar year.

If company performance is at 100% of target, the plan will pay out \$1000 per year for non-exempt, non-sales employees.

If company performance is at 100% of target, the plan will pay out \$500 per year for non-exempt, sales employees.

The maximum payout for non-exempt, non-sales employees is \$2,000 in any year.

The maximum payout for non-exempt, sales employees is \$1,000 in any year.

Payouts of less than 100% may be available for performance below target. However, there will be a threshold level of performance that must be achieved to receive a minimum amount.

Employees who leave the service of the company through force surplus, technological change, disability or normal retirement will receive a prorated payout based on the number of months worked in the calendar year for which the short term incentive is applicable.

This Memorandum of Agreement is effective for calendar year 2006. It may be extended or re-negotiated and applicable in future years by mutual agreement of the parties.

Company Representative

Union Representative

Date

Date

INDEX

	Page
A	
Absence From Duty	
Bereavement	8, 11, 21, 22, 50, 51, 52
Family and Medical Leave Act	40, 51, 57, 59, 60, 64
Jury Duty	8, 11, 21, 22, 50, 51, 52, 64
Military Leave of Absence	8, 11, 44, 50, 52
Specific Leaves of Absence	23
Subpoenaed Witness	23
Union	22, 51, 52
Union Office	22
Accident and Sickness Benefits	8, 11, 20, 41, 50, 51, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65
Agreement	
Amendments	4
Changes or Termination of	3
Effective Date	1, 3
Exclusions to	1, 2, 3
Modification of	40
Provisions of	1, 2, 3
Sympathy Strike	4
Americans With Disabilities Act	41
Anti-Nepotism	55, 56
Arbitration	
Appointment and Power of Arbitration Board	27
Decision of Arbitration Board	27, 28
Expenses	28
Meeting of Arbitration Board	27, 28
Pay for Time Lost	29
Procedure For	27, 28, 29
Submitting Grievance to	26, 27
Assignment of Hours of Work	8, 11
Assigned Place of Assembly	42
Attendance Practice	21, 51, 52

B

Benefit Rate Schedule – Appendix B – Service Representatives	16, 86
Bereavement	8, 11, 21, 22, 50, 51, 52
Bridging of Prior Service	41
Building & Grounds Custodian Work Location Change	8

Page

C

Called Out For Duty 9, 11, 16, 43, 53
Choice of Working Hours 8, 12
Company Provided Facilities 42
Company Rules 42
Consolidation or Transfer of Work 10
Contract Labor 6, 10
Consumer Solutions Representative Pay Structure 87
Consumer Solutions Representative Merit Matrix 88
Cooperation 7
Customs and Practices 42

D

Differentials
 All-Night 10, 15, 50
 Evening 10, 15, 50
 In-Charge Capacity 49
 On-Call 42, 43
 Plant Clerk Working As Dispatch Clerk 15
 Sunday 10, 15
 Working Leader 48
Discipline 6, 25, 27, 42, 52
Discrimination 7, 40

E

Employee Address 48
Employment Termination 20, 23, 25, 27, 37, 38, 45, 48, 52, 58, 60, 64, 65, 75
Equalization of Overtime 10, 16
Evening or All-Night Differentials. 10, 15, 50

F

Family and Medical Leave Act 40, 51, 57, 59, 60, 64
FlexCare 66
Forty Hours of Work 47
Funeral Leave 8, 11, 21, 22, 50, 51, 52

	Page
G	
Gender Reference	40
Grievance	
Discussion of and Meetings.....	25, 26
Guidelines for Handling Grievances.....	89
Number of Union Representatives	25
Pay for Union Representatives	29
Procedure	25, 26
Time Limit Extension	26

H	
Harmony and Efficiency	6, 7
Headquarters	1, 29, 38
Holidays	
Attendance	52
Day Observed	24
In PTO Week	18
Legal	24
Overtime Rate.....	8, 11, 24, 50
Pay	24
Ten Hour Four Day Work Week	50
Tour	25
Work Assignments	25
Home Garage	53, 54
Hours Worked	24, 42

I	
Incentive Programs	17, 95
In-Charge Capacity	49
Inclement Weather	44, 46, 47, 54
In-lieu Of	39

	Page
J	
Job Vacancy	
Award	31, 35
Filling Job Vacancy	30, 31, 32, 33, 34, 35
Notice Posting	30
Opening Requires Special Skills, Training, Experience	32
Restrictions On Bidding	31
Selection Criteria	31, 32
Temporary Basis	32, 33, 34
Trial Period in Job	31
Jury Duty	8, 11, 23, 50, 51, 52, 64

K

L

Layoff	10, 29, 31, 35, 36, 74
Line Forepersons	47
Lockouts	4
Loyal and Efficient Work	7
Lunch Periods	8, 11, 50

M

Management Performing Craft Work	4
Management Rights	5, 6
Meals	13, 15
Memorandum of Agreement – Joint Committee	96
Memorandum of Agreement – NLC – STI	97
Memorandum of Understanding CST/DSL	94
Merit Matrix for Consumer Solutions Representative	88
Mileage	39
Military Leave of Absence	8, 11, 44, 50, 52

N

National Finance Program	40
New Employee	
PTO Eligibility	17
Probationary Period	3
STD Eligibility	57
Normal Working Hours	7, 11

O

On-Call Technician8, 11, 42, 43

Overtime

- Called Out for Duty8, 9, 11, 16
- Computation of 8, 9, 11, 15, 21, 24, 50
- Equalization of 10, 16
- Holiday Rate 24
- Home Garage 53
- Rate 7, 8, 9, 11, 14, 15
- Sunday Rate 9, 14
- Ten Hour Four Day Work Week 50
- Work Performed Over 60 Hours 9, 15
- Working In Excess of 12 Consecutive Days or 16 Consecutive Hours 8, 14

P

Paid Time Off

- Approval Of 21
- Attendance 52
- Consecutive or Separate Weeks 19
- Carryover 20
- Definition of 18
- Eligibility 17, 18, 19, 41
- Holiday in PTO Period 18
- Inclement Weather 47
- Pay 18, 20, 64
- Posting PTO Schedules 19
- Selection of 19, 20
- Ten Hour Four Day Work Week 50
- Tentative PTO 20, 21, 50
- Use of PTO Incidental Absences 57
- Use of PTO Workers' Compensation 63
- When PTO May Be Taken 18, 19, 20

Part Time 1, 10, 18, 29, 35, 47

Past Practices 3

(P continued)

Pay

Accident and Sickness Benefit Plan . . .	8, 11, 20, 50, 51, 56, 57, 60, 61, 62, 63, 64
Bereavement	8, 11, 21, 22, 50, 51, 52
Called Out For Duty	8, 9, 11, 16, 43, 53
Holiday	8, 11, 24, 50
Inclement Weather	44, 46, 47, 54
Jury Duty	8, 11, 23, 50, 51, 52
Leaves of Absence	23
Lunch Periods	8, 11, 50
Military Leave of Absence	8, 11, 44, 50, 52
No Work Provided	44
On-Call Technician	8, 43
Overtime	7, 8, 9, 11, 14, 15, 21, 24, 50
Paid Time Off	8, 11, 17, 18, 19, 20, 21, 46, 47, 50, 51, 52, 57, 63, 64, 74
Severance	38, 74
Sunday	9, 14
Supplemental Income Protection Plan	38, 74, 75, 76
Temporary Vacancy Higher Classification	34
Ten Hour Four Day Work Week	50
Transfers	33, 34, 36
Union Absence	22
Union Representatives	22, 29
Witness (Subpoenaed)	23
Working in Excess of 12 Consecutive Days or 16 Consecutive Hours	8, 14
Work Performed Over 60 Hours	9, 15
Pay for Performance and Other Incentive Programs	16, 17
Paydays	47, 48
Pay Structure for Consumer Solutions Representative	87
Permanent Transfer	35
Pole Troubles at Night	47
Probationary Period	3, 41
Promotions	31, 32

Q

R

Reassignment 35, 36, 37

Recognition and/or Incentive Programs 95

Reductions in Force 35, 36

Relief Periods 8, 11

Relocation Expenses 67, 68

Restrictions on Bidding 30

Retirement Pension Plan 68, 69, 70

Retirement Savings Plan 70, 71, 72, 73, 74

S

Safety and Health of Employees 44

Safety Appliances, Tools and Equipment 46

Safety Footwear 44

Schedules of Pension Bands 91, 92, 93

Selection Criteria 31, 32

Seniority

- Assignment of Hours 8, 11
- Building & Grounds Custodian Change of Work Location 8
- Choice of Working Hours 8, 11, 12
- Definition of 29
- Filling Vacancies 30, 31
- Layoff 19, 35, 36, 37
- Outside Bargaining Unit 29
- Part Time Employees 29
- Promotion 31, 32
- Reassignment 35, 36, 37
- Reciprocal Agreement 29
- Reductions In Force 35, 36
- Rehire After Layoff 31
- Roster 29
- Special Surplus Status 38
- Specific Leaves of Absence 23
- Supplemental Income Protection Plan 73
- Technological Displacement 36, 37
- Temporary Assignment 33
- Temporary Transfer 33, 34
- Paid Time Off Selection 18, 19
- Working Leader 48

	Page
(S continued)	
Service Awards	41
Service Bridging	41
Service Conditions/Requirements	8, 11, 12, 13, 14, 18, 19, 20, 21, 22, 24, 33, 37
Severance Pay	38, 74
Shift Differentials	10, 15
Signature Page	78
Special Surplus Status	38
STD8, 11, 20, 50, 51, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65
Benefit Schedule	61
Coordination with Workers' Compensation	62, 63
Leave of Absence – Non-Occupational Illness	64
Paperwork	59
Refresh Period	63, 64
State or Federal Law or Executive Order	40
Stoppage of Work	4
Strike	4
Sunday Pay	9, 10, 14, 15
Supplemental Income Protection Plan	37, 74, 75, 76
Sympathy Strike	4

T

Technological Displacement	36, 37
Telephone Concession	77
Temporary Assignment	
Other Positions	32, 33
Period of	32
Transportation, Board and Lodging	38, 39, 40
Temporary Transfer	34, 51
Ten Hour Four Day Work Week	49, 50, 51
Tools and Equipment	46
Transfer or Consolidation of Work	10
Transfers	33, 34, 36, 67, 68
Transportation And/Or Board and Lodging Expenses	38, 39, 40
Traveling Time	8, 11, 39, 42, 53
Trial Period in Job	31

Page

U

Uniforms44, 45, 46

Union

- Absence 22, 51, 52
- Dues 4, 5
- Membership 7
- Non-Membership 7
- Recognition of 5
- Representatives at Grievance Meeting 25, 29
- Term of Office 22

V

Voluntary Benefits Program 66, 67

W

Wage Rates

- Schedules 1, 7, 11, 79, 80, 81, 82, 83, 84, 85

Wage Treatment

- Service Credit23, 33, 37
- Temporary Transfer 34
- Transfer, Promotion, Reassignment 31, 33, 37, 38

Witness (Subpoenaed) 23

Working In-Charge Capacity 49

Work In Excess of 12 Consecutive Days or 16 Consecutive Hours8, 14

Work Performed Over 60 Hours9, 15

Work Schedule Posting8, 12

Workers' Compensation 8, 11, 20, 51, 58, 62

Working Leader 48

Working Outside 1181 Service Area 48

Work Stoppage 4

X

Y

Z