

**SPRINT-FLORIDA, INC.  
AND  
IBEW LOCAL 1496  
2006 COMMERCIAL AGREEMENT**

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## RECOGNITION OF UNION

The Company hereby recognizes the Union as the exclusive representative of all employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment in the bargaining unit consisting of all commercial employees of the Company's telephone exchanges owned or operated in the North Area as defined in Schedules 1 - 11. (N.L.R.B. Certification dated August 14, 1946.)

This Agreement entered into effective March 1, 2006, by and between **SPRINT-FLORIDA, INC.**, its successors or assigns, hereinafter called the "COMPANY" and **LOCAL UNION 1496** of the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, affiliated with the A. F. of L. - C.I.O., hereinafter called the "UNION", is hereby amended effective this 1st day of March, 2006 to read as follows:

### WITNESSETH

WHEREAS, The parties hereto desire to establish a standard of conditions and procedures under which employees shall work for the Company during the term of this Agreement and desire to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation and the settling of all disputes, by peaceful means, that may arise in the employee-employer relationship.

NOW, THEREFORE, In consideration of the mutual promises and agreements herein contained the parties agree as follows:

### **Article 1 THE AGREEMENT**

- 1.01 Effective Date of Agreement** - This Agreement shall take effect as of March 1, 2006, and shall remain in effect until February 28, 2009. It shall continue in effect from year to year thereafter from March 1st through February 28th of each year, unless changed or terminated in the way later provided herein.
  
- 1.02 Change or Termination of Agreement** - Either party desiring to change or terminate this Agreement shall notify the other in writing at least 60 days prior to March 1st of any year thereafter. Whenever notice is given for changes the nature of the changes desired shall be specified in the notice. At any time after any anniversary date, preceding which such a notice was given, and during which the parties are negotiating for a renewal Agreement, if no such agreement is reached, then either party may give the other written notice of its intention to terminate the Agreement in 10 days from the date of delivery of such notice.
  
- 1.03 Amendments to Agreement** - 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 approved by the International President of the Union.

- 1.04 Past Practice, Provisions and Procedures** - The Company will continue in effect such generally recognized customs and practices as are now in effect which are not covered by the terms of this Agreement, but this shall not serve to deny the right of the Company to change any such customs or practices, which are not covered by the terms of this agreement provided, however, that any changes that adversely affect the compensation or hours of work of any employee or group of employees, except those necessary to correct inequalities, or discrimination within the group, shall be made only by mutual consent of the parties hereto.

## **Article 2 EMPLOYEES COVERED BY THIS AGREEMENT**

### **2.01 Temporary Employees**

- A. Employees hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of any emergency, or to relieve regular employees because of illness, or to work during vacation periods. The Company may, at its option, lay off or dismiss temporary employees at any time.
- B. An employee shall not be classified as a temporary employee for more than 90 days, except that by mutual agreement between the parties hereto, this time may be extended to cover the full period of temporary employment.
- C. Those employees who work less than 20 hours per week shall be deemed temporary employees. The hiring of temporary employees who work less than 20 hours per week shall not make it necessary to layoff or part-time regular employees who are trained and otherwise able to perform the work and who have seniority status under this agreement. Temporary employees who work less than 20 hours per week shall not affect the scheduling of tours, vacations, or any other benefit of a full-time or part-time employee under this agreement. Unless mutually agreed between the Company and the Union no more than 10% of any one work group will be made up of temporary employees who work less than 20 hours per week. The 90-day restriction shall not apply to the temporary employees hired to work less than 20 hours per week.
- D. A list of all temporary employees containing name, work locations and number of hours worked each week will be provided to the Local Union office quarterly or upon request.

- 2.02 Regular Part-Time Employees** - Employees who regularly work no less than twenty hours but less than forty hours weekly. Regular part-time employees shall

receive wage progression, holiday allowances, accrue eligibility for vacations and seniority on a pro rata basis as determined by a six month averaging process. Regular part-time employees shall be eligible for insurance programs as noted in the Summary Plan Description and for the Savings Plan. Pension Plan service eligibility shall begin with the effective date of the 1994 Labor Agreement.

- 2.03 Regular Employees** - Employees who have been regularly employed on a full time basis by the Company for more than six months and who have successfully completed their respective probationary periods.
- 2.04 Probationary Employee** - Employees who are regularly employed on a full time basis with the understanding that they will become regular employees, provided that during the six months probationary period they show that they have the requisite ability and qualifications for the job they were hired to perform.
- 2.05 Exceptions To Coverage By Agreement** - The provisions of this Agreement, except as to occupational wage rate, working hours, holidays and Union dues deduction authorization provision, shall not apply to any temporary employees or any employees who have not completed a probationary period of six months of continuous service with the Company.

### **Article 3 GRIEVANCES**

- 3.01 Agreement To Meet** - The Company agrees to meet jointly with the accredited representatives of the Union for the settlement of all grievances or disputes, or any other question which may be at issue between the Company and the Union.
- 3.02 Job Steward Recognition** - The Company will recognize job stewards, selected in accordance with Union rules and regulations, as representatives of the employees in the respective groups or departments for which they are chosen. The Union will notify the Company as to the identity of stewards and Grievance Committees. The Company understands that the choice of, and removal from office of, stewards is a function of the Union. The Union will notify the Company in writing within 24 hours of any change in steward status.
- 3.03 Grievance Steps** - Should any employee feel aggrieved, a sincere effort will be made to settle such grievance without delay, in accordance with the following procedure:
- A. Step 1** -The aggrieved employee shall first discuss the grievance with the immediate first level manager of the employee or employees involved. At the employee's option, the job steward may accompany the employee. After the employee has designated the job steward to accompany him, all discussions shall take place in the presence of the job steward. In any event, a representative of the

Union shall be acquainted with the settlement, or other disposition, of the grievance, finally agreed upon. Any grievance not reported within 10 working days after the action, or occurrence, complained of last occurred shall be deemed not to exist.

**B. Step 2** - If no satisfactory agreement is reached in Step 1 the grievance shall within five working days be reduced to writing, in duplicate, dated, signed by the employee involved and his Job Steward, both copies of which shall be presented by the Job Steward to the second level manager. The second level manager shall upon receipt of this statement mark both copies thereof to show the date and time of day that he received the same, sign both copies thereof and return one copy to the Job Steward. A meeting to discuss the grievance shall be scheduled within five work days to meet within 10 work days after scheduling the meeting with the second level manager and the immediate first level manager for the Company and the Job Steward for the Union who may be accompanied by another properly authorized representative of the Union within five working days following receipt of the grievance in writing. The second level manager will state his disposition of the matter in writing within five working days, sign and date and furnish one copy to the employee and one copy to the Job Steward.

**C. Step 3** - If no agreement is reached in Step 2, the case shall be presented to the Union Grievance Committee of not to exceed three employees and the Business Manager of the Local Union or his designated representative. If the Union Committee believes a justifiable grievance exists, they shall notify the Human Resources representative of their belief within five work days after receiving the Step 2 disposition. The Human Resources representative shall have five work days to schedule a meeting to meet within 10 work days after scheduling the meeting. Their disposition of the matter shall within five days after this meeting be stated in writing, signed and dated furnishing the Union one copy and the Company retaining the other.

**D. Grievance Settlement Dates** -It is agreed that the settlement of any grievance shall be made effective as of a date to be mutually agreed upon between the Company and the Union.

**E. Time Limit Extensions** - It is agreed that by mutual consent, expressed in writing, the time limits specified in any of the forgoing steps maybe extended with respect to the particular grievance under consideration.

**3.04 Grievance Meeting Pay** - When a grievant and employees acting as members of the Union's Grievance Committee (not including other officers of the Local Union) discuss grievances with the Company during their normal working hours, they shall do so 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 the employee's regular scheduled working hours.

- 3.05 Legal Advisors** - It is agreed that no lawyer or legal advisor to either party shall participate directly in the grievance meetings provided for in Section 3.03.
- 3.06 Grievance Mediation** – By mutual consent grievances may proceed to mediation prior to arbitration. The mediator’s recommendations are not binding upon either party.

## **Article 4 ARBITRATION**

### **4.01 Selection of Arbitrator**

A. In the event that all differences or grievances as to the interpretation of or violation of the terms of this Agreement are not resolved to the satisfaction of the Company and Union after the meeting provided for in section 3.03(c) the Company and the Union will within 10 working days (or extension thereof mutually agreed upon in writing, in connection with the particular grievance) jointly request a list of impartial arbitrators from the Federal Mediation and Conciliation Service.

B. The Company and the Local Union Grievance Committee or their designated representative shall within 30 days after receipt of the list from FMCS select the impartial arbitrator unless the time limit is extended by mutual agreement between the Company and the Union.

C. In selecting a neutral arbitrator, the grieving party will be the first to strike an arbitrator's name from the arbitrator list.

**4.02 Arbitrator’s Authority** - The Arbitrator shall have no power to alter, amend, annul, or disregard any of the terms or provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.

**4.03 Arbitration Expenses** - Each party shall bear the expense of preparing and presenting its own case and the costs of its own arbitrators. The costs, if any, of the neutral arbitrator and incidental expenses mutually agreed to in advance, shall be borne equally by the parties hereto.

**4.04 Time Limits** - Either party exceeding the time limits of Article 3 or 4, as they may have been extended by mutual agreement, shall forfeit its case.

**4.05 Time Limit Extensions** - It is agreed that by mutual consent, expressed in writing, the time limits specified in any of the foregoing steps may be extended with respect to the particular grievance under consideration.

- 4.06 Employee Right of Appeal** - Each employee covered by this Agreement shall possess the right of appeal which is provided for in Article 3, Grievances, and Article 4 relating to Arbitration.

**Article 5**  
**COMPANY-UNION RELATIONS**

**5.01 Company/Union Cooperation**

A. The Company and the Union agree to cooperate in their mutual efforts to promote harmony and efficiency among the Company's employees covered hereunder and that neither will coerce nor intimidate any employee in any manner relative to their Union membership or non-membership.

B. It is further agreed that neither party will permit discrimination for or against, or interference with any employee because of Union membership or activity, or non-membership, nor will they permit molestation or annoyance of employees by Union or non-Union employees, during working hours, or while on Company property.

C. 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 employees and the general public may mutually benefit.

- 5.02 Employee Commitment** - The members of the Union, employees of the Company, individually and through their Union, agree that they will individually and collectively perform loyal and efficient work and service for the Company 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 at all times.

- 5.03 Company Rights** - It is agreed that the management and direction of the working force, including such rights as (when not in conflict with any of the provisions of this Agreement): to hire; to determine the classification of employees; to develop, implement and modify reasonable work performance standards; to contract work as it determines; to promote, discipline, demote, suspend and to discharge for proper cause; to transfer employees to any other department, or work, or position; to lay off because of lack of work, or for other legitimate reasons; to fix reasonable hours of overtime; to make reasonable working rules and to use improved methods and equipment; shall be acknowledged functions of management and are vested exclusively in the Company.

**5.04 Notices to the Union**

A. The Company agrees that it will (upon request addressed to its Human Resources Department and within one week following its receipt of such request) furnish any employee demoted or discharged with a written statement as to the reasons for his demotion or discharge and that a copy of each such requested statement will also be furnished to the President or Business Manager of the Local Union.

B. The Company further agrees that regardless of whether a statement as to the reasons for any demotion or discharge is requested that it will, within five working days following the effective date of any demotion or discharge, notify the President or Business Manager of the Local Union of such demotion or discharge.

C. The Company will notify the President or Business Manager of the Local Union in writing of any change in payroll job classification, or wage rate (except in normal wage rate progression changes) of any employee covered by this Agreement who has completed six months of continuous service with the Company, provided, however, that this shall not include notice of temporary changes in payroll job classification for not more than two weeks. Such notices shall be furnished within a period of not to exceed 30 days following the effective date of any such change.

**5.05 Union Discipline** - The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

**5.06 Strikes and Lockouts**

A. 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 3 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 4 or which may be submitted to arbitration by mutual agreement between the parties hereto.

B. 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.

**5.07 Union Bulletin Boards**

A. The Company will erect and maintain bulletin boards upon its property for use by the Union at such locations of such size and with identification as may from time to time be mutually agreed upon by the parties hereto. The cost of such boards, including the erection and maintenance thereof, will be paid by the Union.

B. These bulletin boards shall be used solely for notices and announcements of Union meetings, Union appointments to office, social, educational or recreational affairs of the Union, and such other notices as may be mutually agreed upon between the parties. Material posted shall not contain anything political or controversial, or anything reflecting unfavorably upon the Company or its personnel.

C. No material shall be posted upon these Union bulletin boards, except by a properly authorized representative of the Local Union. The Union agrees to keep all material posted neat in appearance at all times.

**5.08 Payday Schedule** - Paychecks for all employees working under the terms of this Agreement shall be available through Direct Deposit following the end of the two week pay period. All payroll deductions shall be made from checks issued to cover the first two payroll periods of each month. Electronic paystubs shall be made available to employees by 5 p.m. on the Thursday preceding the payday. Each such paycheck shall be for the two calendar weeks ending not earlier than the end of the second preceding calendar week

**5.09 Jury or Witness Pay** - Any employee lawfully summoned to report for jury service or to appear as a witness in court, and who actually performs such service will be paid by the Company his or her adjusted base rate of pay for such regular scheduled work time as the employee is required to be absent from duty (not to exceed eight hours per day), provided that:

A. Such employee notifies his or her immediate supervisor of the receipt of such summons on the employee's first working day following receipt of such summons - unless prevented from so doing by conditions beyond the employee's control and such employee will be assigned or reassigned to regular 8:00 a.m. to 5:00 p.m., Monday through Friday shifts for the period of such service.

B. Any such employee who on any day is excused from such jury or witness duty, at a time that will permit him or her to return to work for a part of the day, shall communicate with his or her immediate supervisor for such assignment as is reasonable under the circumstances.

C. Jury or witness pay hours are included in the calculation for daily and weekly overtime.

## 5.10 Bereavement Pay

A. Employees called upon to be absent from a scheduled tour of duty because of a death in the employee's family, shall be excused with pay at the adjusted base rate, according to the below schedule:

1. Up to five days for spouse, parent (including stepparents), child\* (including stepchild), sibling (including stepbrother or stepsister), legal guardian (including those who may have been your legal guardian).
2. Up to three days for aunt\*\*, uncle\*\*, niece\*\*, nephew\*\*, grandparent, grandchild, in-laws (including mother, father, son, daughter, brother, sister, and grandparent). Occasionally, an employee may need additional time away from work to manage bereavement. When requested, employees will be permitted two additional days away from work. Employees will use vacation, floating holidays or non-paid no occasion personal time during the additional two days away from work.

\*The term "child" might describe a situation when an employee has day-to-day responsibility of caring for a child even though the employee does not have a biological or legal relationship to that child. Additionally, the term "child" may include individuals above the age of 18 who are incapable of self-care because of mental or physical disability.

\*\*The terms aunt, uncle, niece and nephew describe a legal relationship to the employee's mother or father.

B. In the event death in the immediate family occurs during an employee's vacation and the funeral is held during the vacation period, the Company will extend the employee's vacation time by two days. Should the above occur, it is the employee's responsibility to notify their supervisor before taking the time off.

C. Upon request and subject to Company needs, an employee may be excused without pay to attend the funeral of another employee.

D. Bereavement hours are included in the calculation for daily and weekly overtime.

**5.11 Membership Dues** - The Company agrees that it will, if furnished a written individual payroll deduction authorization form voluntarily executed by an employee covered by the terms of this Agreement, deduct from the wages of such employee, such amount as is certified to the Company by the Financial Secretary of the Union as the amount stipulated by the Constitution and By-Laws of Local Union 1496 International Brotherhood of Electrical Workers AFL-CIO (not including initiation fees or any other fees or charges) to be paid to the Union, provided that:

A. All such payroll deduction authorizations shall: (1) be made on forms approved by the Company; (2) be dated; (3) provide that it may be terminated by the employee at any time by giving 30 days written notice in advance to the Company and that the employee will also furnish the Union with a copy of any such notice.

B. If any written notice terminating a previous authorization to make payroll deductions of Union dues is delivered to the Company after the last day of the then current calendar month, it shall first become effective on the first payroll of the following month.

C. The Company agrees, however, that whenever during the term of this Agreement such payroll deduction authorization shall terminate, it may be renewed by the employee executing and delivering to the Company a new payroll deduction authorization on the form then approved for such use by the Company.

D. The Union agrees to furnish to the Company, on or before the last day of each month, a list, in duplicate, of employees' names who have authorized, in the manner above described, such deduction. Such list shall be accompanied by approved signed dues deduction authorization from any employee whose name is being added to such list.

E. 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, accompanied by one copy of the list furnished the Company by the Union, showing the individual amount deducted or the reason such deduction was not possible. The Union agrees to at all times keep the Company informed as to whom the then Financial Secretary of the Union is and of his official address.

F. Execution of a payroll deduction of Union dues authorization form shall in no event be a condition of employment by the Company.

**5.12 Union Business on Company Time** - Neither the Union, its representatives, nor its members shall carry on Union activities on Company premises, or on Company time, except that Union officers and members, who are also employees, and other authorized Union representatives may carry on officially authorized Union activities outside of working periods of all employees participating, in space where no Company operations or other work is performed, provided that --

A. Such activity shall be limited to small groups of not to exceed eight employees; and

B. Shall not interfere with the operations of the Company or the use of such space by other persons or employees for the purposes for which the space is intended; and

C. Arrangements for the use of such space are made in advance with the appropriate supervisor.

D. The Company agrees to pay 40 hours at the adjusted base rate per work week for three employees (or more if it is necessary to have a number of employees that equals the number of members on the management bargaining team) to participate in the negotiations of a new Agreement.

E. Union pay hours compensated by the Company are included in the calculation for daily and weekly overtime.

**5.13 Non-bargaining Employees Performing Bargaining Work** - Employees engaged in excluded 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, or if a sufficiency of qualified employees are temporarily not available to perform the required work, or if necessary until a bargaining unit employee who is scheduled to work or has been called out reports for work.

**5.14 Personnel File** - An employee's supervisor will, from time to time, review with him on Company premises the individual file maintained for him at such time as is mutually agreed upon, and following request of the employee made a reasonable period in advance.

**5.15 Contracting Work** - The Company agrees it will not contract out any of the work which is ordinarily performed by its regular employees covered by this Agreement if:

A. As a result, it would be necessary to layoff, or part-time, regular employees who are trained and otherwise able to perform the work and who have seniority status under this Agreement.

B. So doing would prevent the rehiring of any employees laid off who are trained and otherwise able to perform the work and who have seniority status under this Agreement.

C. Employees who, as a result of the Company contracting work, are forced to bump to a lower classification or who are reclassified to a lower classification will continue to be paid at their previous wage for six months following the effective date of the move.

**5.16 Transfer of Work**

A. The foregoing prohibition in paragraph 5.16 above does not apply to the consolidation or transfer of work outside of the jurisdiction of Local 1496. In such cases the Company shall advise the Union and the affected employees 60 days in advance of its intention to consolidate or transfer work prior to implementing such changes. If the consolidation or transfer of work results in the layoff or reassignment of employees, impacted employees will be entitled to all rights outlined in Article 18 of this Agreement.

B. If work is transferred to a company location outside of the jurisdiction of the Union, the Company agrees if vacancies exist at the new location, willing employees may follow the work; provided such transfers do not violate the work rules of bargaining units that may represent the work at the new location.

C. Employees who, as a result of the Company transferring work are forced to bump to a lower classification will continue to be paid at their previous wage for six months following the effective date of transfer.

**Article 6  
SENIORITY**

**6.01 Definition of Seniority** - Seniority shall mean any right of preference accruing to a regular employee upon the basis of the employee's length of continuous accrued time worked within the North Area subsequent to the last date upon which he entered the Company's regular employ, less deductions of any time when seniority does not accrue, as set forth in other provisions of this Agreement.

A. Employees transferred, or promoted, to a position within the North Area, but outside of the bargaining unit, shall retain their seniority as accrued for a period of 12 months.

B. The seniority rights of an employee will be lost if the employee is (a) discharged for cause; (b) employed for recompense by another employer (except during layoffs); (c) laid off for more than two years; (d) voluntarily absent from work for a period in excess of three days without notifying the Company; or (e) if the employee resigns. Any employee whose seniority is lost and who is later rehired shall be employed as a new employee.

C. Seniority shall be determined by the official roster established and maintained by the Company and the Local Union jointly in accordance with the provisions of this Agreement.

Seniority for employees hired after March 1, 2006 shall be determined by the hire date. If more than one employee has the same hire date, the new hire's date of birth (year, month, day) will be the determining factor. The older employee will be senior.

D. New employees shall be added to the seniority list as of the date of employment, but only after completion of the probationary period of six months of continuous employment. The right to lay off, rehire or discharge employees who are not on the seniority list may be exercised by the Company without any consideration for such an employee's length of service (or seniority).

**6.02 Seniority Portability** - When an employee is transferred into the bargaining unit from another Sprint-Florida, Inc. location, bargaining unit seniority will be applied in the following fashion:

A. Employees entering the bargaining unit from another AFL-CIO unit that offers reciprocal seniority recognition will have their bargaining unit seniority bridged at 100% immediately.

B. Employees entering the bargaining unit from another AFL-CIO unit that does not offer reciprocal seniority recognition, or non-exempt employees from a non-bargaining unit will have their latest date of hire bridged at 50% two years from the date they entered the bargaining unit.

C. The above seniority bridging will be retroactive to March 1, 1993.

D. The above provisions will only go into effect when the following conditions have been met:

1. IBEW Local 199 and the Company reach agreement for total bargaining unit seniority and portability;
2. The Company holds a joint meeting with CWA 3176, IBEW 199 and IBEW 1496 to reach a complete understanding of the provisions to be implemented.

**6.03 Part-Time Seniority** - The seniority of a regular employee who has completed his probationary period, temporarily assigned to part-time work shall continue to accrue on a pro rata basis during the period of the employee's part-time work.

**6.04 STD Seniority** - The seniority of an employee shall continue to accrue if he is temporarily absent from work due to accidental injuries or to illness and returns to active work within the guidelines specified in Article 14 (Disability Benefits), provided that the employee returns to active work promptly upon recovery and after his physician finds and reports to the employee and the Company that he is qualified to do so.

**6.05 Seniority Lists/Reports to Union** - The Company will provide the Union with a list of all employees in the unit as of December 31st and June 30th of each year, during the life of this contract showing: (a) name of employee; (b) seniority date; (c) classification; and (d) basic hourly rate.

**Article 7  
HOLIDAYS**

**7.01** Effective March 1, 2006, the following days shall be observed as holidays:

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

**7.02 Establishing Holidays**

A. The Company will observe National holidays that fall on Saturday the preceding Friday. The Company will observe National holidays that fall on Sunday the next Monday.

B. National holidays that fall on a regularly scheduled day off will be observed on the next regularly scheduled work day.

**7.03 Holiday Pay**

A. All regular employees who work their full scheduled day before or their full scheduled day after the above named holidays (except with appropriate excuse) shall be eligible for the holidays with pay, which shall be a sum equal to eight hours pay at their adjusted base rate of pay. All regular, part-time employees will receive pro rata holiday pay which shall be the ratio of the regular scheduled hours they work per week to 40 hours at their adjusted base rate of pay.

B. When an employee works part of two shifts on a holiday, the shift involving the greater number of hours worked shall be construed as holiday work.

C. Holiday pay is included in the calculation for daily and weekly overtime.

D. Holiday hours worked will be paid at the overtime rate of pay; including all hours worked beyond the first eight hours and all hours worked on holiday call outs.

E. The practices herein referred to do not apply to employees on leave.

F. Regular part-time employees shall receive holiday allowance computed on a pro rata basis.

**7.04 Holiday Coverage**

A. The Company will determine and advise employees of the required holiday coverage as far in advance as reasonably possible. The most senior qualified employee, within a work group, will then have first option of working. In the event sufficient volunteers are not obtained inverse seniority will apply. All employees required to work will be notified as early as possible, but not less than 7 days prior to the holiday.

B. Employees working the holiday will be paid one and one-half times their adjusted base rate including applicable differentials and a holiday allowance equal to eight hours at the adjusted base rate of pay.

**Article 8  
PAID TIME OFF**

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

<b>Length of Service</b>	<b>Accrued</b>	<b>Current</b>	<b>Total</b>
0 but less than 1 year	0	6 days** (48 hours)	6 days
1 year to fewer than 2 years	10 days*	6 days (48 hours)	16 days
2 years but fewer than 5 years	10 days	8 days (64 hours)	18 days
5 years but fewer than 15 years	15 days	8 days (64hours)	23 days
15 years but fewer than 25 years	20 days	8 days (64 hours)	28 days
25 years and over	25 days	8 days (64 hours)	33 days

\*During the first year of employment, one day of vacation is earned for each full month of Company service up to a maximum of 10 days, which will be taken during the next calendar year. If an employee’s hire date is on or before the 15th of a month, he/she will be credited with eligible hours for that first month. If an employee’s hire date is after the 15<sup>th</sup> of a month, no credit would be given to the employee for the first month. \*\*New hires’ current days will be pro-rated on a monthly basis (4 hours per month) based on their hire date and are not eligible for accrued PTO during the calendar year in which they are hired.

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

PTO hours are provided for all incidental absences from work. The employee must use all available PTO hours before hours can be taken unpaid, except as noted in 5.10 or 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. Previously scheduled and approved time off will be honored without pay if all PTO hours have been exhausted.

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

**8.02** In no instance shall PTO time be allowed to accumulate from year to year, except as provided in Section 8.04 below.

**8.03 PTO General**

A. Scheduling of PTO shall take into account both the service requirements and employee's preferences according to the seniority of the employees. For purposes of accrued PTO scheduling, the employees work week will be viewed as Monday through Friday. An employee may be scheduled to work on either weekend immediately preceding or following his/her scheduled accrued PTO. They will not be scheduled to work both weekends unless the employee volunteers to do so.

B. When a holiday occurs within an employee's PTO period, the employee shall be allowed an extra day of PTO in lieu of the holiday. The extra day may be taken on the Friday preceding the accrued PTO period or at a later date. The exact date must be scheduled before October 1 and with the supervisor's mutual agreement.

C. Scheduling of Accrued PTO time shall be in accordance with Article 8.10 of this agreement.

Scheduled PTO days will be in accordance with the chart below:

<u>Length of Service</u>	<u>Number of PTO days to be scheduled</u>
0 but less than 1 year	up to 6 days
1 year to fewer than 2 years	up to 10 days
2 years but fewer than 5 years	up to 10 days
5 years but fewer than 15 years	up to 15 days
15 years but fewer than 25 years	up to 20 days
25 years and over	up to 25 days

Thereafter, PTO time may be selected from those periods still available, on a first come, first serve basis, service needs permitting.

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

**8.04** An employee may elect to carryover up to one week (maximum of 40 hours) of PTO to be used the following year. This includes employees on Short Term Disability and Workers' Compensation. Carry-over PTO is not cumulative. Carried over PTO must be scheduled after 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 except as noted below.

When service requirements do not permit, an employee may be required to postpone or even cancel any portion of his or her scheduled PTO for the current year. In the event that cancellation by the Company of an earned accrued PTO is necessary and no alternate date is agreed upon, the employee will be given the choice of carrying a maximum of 40 hours over to the next calendar year only, or will be paid the equivalent of his earned accrued PTO time within the next pay period, including reimbursement for all out of pocket expenses in connection with the cancellation. Employee must provide necessary documentation to substantiate such reimbursement.

**8.05** PTO hours may be granted on hourly, half-day, days, week, or weeks at a time, service needs permitting.

**8.06** Any other provisions of this agreement notwithstanding, an employee returning from layoff status will not be eligible for PTO in the calendar year in which he/she returns unless the employee will accrue six (6) months of continuous service in the current calendar year.

**8.07** In the event a newly hired employee is permitted to take PTO time prior to accruing it, and then resigns from the Company, this time will be deducted from the final pay check.

**8.08** All unused accrued PTO hours will be paid out at termination or upon retirement. In the event of the death of an employee, all unused accrued PTO time shall be paid to the estate. Should any PTO pay be due the employee, the Company shall have the right to deduct from said pay any money owed the Company by the employee, including costs or expense incurred due to loss of, destruction of, or damage to Company property and/or equipment.

**8.09 PTO Vesting In Year of Retirement** - Retiring employees will accrue PTO, during the year in which they retire, from January 1 to the retirement date for full months of service. The amount of PTO earned by the accrual will be paid to the employee at the time of retirement.

1. Those qualifying for two weeks of PTO will accrue 5/6 day per month.
2. Those qualifying for three weeks of PTO will accrue 1-1/4 days per month.
3. Those qualifying for four weeks of PTO will accrue 1-2/3 days per month.
4. Those qualifying for five weeks of PTO will accrue 2-1/12 days per month.

## **8.10 PTO Scheduling**

A. During the last 15 days of October of each calendar year the Company will post an accrued PTO schedule on appropriate bulletin boards for the upcoming calendar year providing the employees at a particular location with the following information:

1. Number of weeks of accrued PTO hours for each employee.
2. Number of accrued PTO weeks available.
3. Number of accrued PTO slots available each week.
4. Employee names in order of seniority.

This list is subject to reduction in accordance with other provisions of this Article if the employee does not work the full year.

B. Employees will be permitted, subject to their seniority rights, to take all of their accrued PTO time in consecutive weeks, or in periods of one, two, three, four or five weeks of accrued PTO separately, and provided further that this practice will not interfere with the equitable scheduling of other employees accrued PTO time, work and service conditions permitting

C. During the first 15 days of November, the Company will provide all eligible employees, in order of seniority, the Accrued PTO schedule with the information noted in 8.10(a) above showing the weeks available at the time of the employees' selection, with space provided to indicate their choice. Each employee will exercise their right of selection in the following manner:

1. The first time the accrued PTO schedule is routed by seniority, each employee may choose two accrued segments;
2. The second time the accrued PTO schedule is routed by seniority, each employee may select all remaining accrued PTO segments. They may also select their current days, if they wish.

Any employee who fails to exercise his right of selection during the accrued PTO selection period will have waived all rights to choose accrued PTO. Accrued segments for all employees waiving their rights may be assigned accrued slots at the discretion of the Company and that assignment will be binding.

D. On or before January 1 of each year the Company will post on appropriate bulletin boards the accrued PTO segments selected. Selected accrued PTO segments will not be changed thereafter except in the case of an emergency or by mutual agreement between the Company and the employee.

E. Any accrued PTO segments that are canceled for any reason will be re-posted for selection in the same manner as provided above.

F. After selection of PTO as outlined above, employees may, throughout the year, request to take PTO on a daily or hourly basis by making such requests to their immediate supervisor. If such requests are granted, the time taken on an hour-at-a-time or daily basis will be deducted from previously selected days.

## **Article 9 GENERAL PROVISIONS**

- 9.01 Scheduled Overtime** - An employee will not be scheduled to work less than four hours of overtime on a day he normally would not work. Employees will be notified as far in advance as reasonably possible of planned overtime assignments.
- 9.02 Meal Times** - Employees will be given a meal intermission of not less than one-half hour without pay. Meals shall be taken as near the time indicated, or normal meal times for the employee, as is reasonable under the circumstances. Employees with one hour meal times will not be required to work during the meal time without one work day's advance notice, but may do so voluntarily.
- 9.03 Offsetting Overtime** - Employees shall not be required to take time off for the purpose of offsetting overtime hours worked, but an employee shall have the right to do so if mutually agreeable to the Company.
- 9.04 Service Bridging** - 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.
- A. If an employee leaves and is rehired, the length of service prior to the break will be bridged after five years of uninterrupted service.
- B. 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.
- C. Bridging of prior service will apply to the following:
1. Eligibility for accident and sickness benefits.
  2. Vacation eligibility.
  3. Service Awards.

- 9.05 Break Times** - All employees shall be provided a 15 minute relief period once each regular-uninterrupted-tour of four hours. Such relief periods shall be considered and paid for as time worked.
- 9.06 Tours Covering Two Calendar Days** - All time worked on any regular tour which begins on one calendar day and ends on the following day shall be paid for as a part of the day on which such tour began.
- 9.07 Family Medical Leave** - In accordance with the Family and Medical Leave Act of 1993, employees may be eligible for up to 12 weeks of non-paid leave in any rolling 12 month period for the birth or placement for adoption or foster care of a child (as described in D. below); the serious health condition of a spouse, child, or parent; or the employee's own serious health condition. The term "child" might describe a situation where an employee has the day-to-day responsibility of caring for a child even though the employee does not have a biological or legal relationship to that child. Additionally, the term "child" may include individuals above the age of 18 who are incapable of self-care because of mental or physical disability.
- A. To be eligible the employee must have been employed for at least 12 months and have worked a minimum of 1,250 hours during the 12 months prior to the requested leave.
- B. Employees will not be required to use their paid vacation or other applicable paid benefits prior to taking non-paid family leave time. These paid benefits will not be deducted from the 12-week non-paid leave period. Employees who take medical leave time for their own personal medical conditions which qualify under the FMLA will have their 12 weeks of FMLA time run concurrent with their paid disability benefits, provided such paid disability benefits are available at the time of disability.
- C. Employees may, at their sole discretion, elect to utilize their personal holiday, vacation, and/or personal paid time as part of the leave period, or as an addition to said leave period. However; the employee will not be paid for official Company recognized holidays which may fall during the leave period.
- D. Leave taken for birth or placement of a child may only be taken within 12 months of the birth or placement, and may not exceed 12 weeks per event.
- E. Eligible employees may take their leave on a reduced or intermittent basis.
- F. Employees wishing to take a medical leave may be required to provide medical certification of illness.

G. Employees who are granted a non-paid family or non-paid medical leaves of absence will have their insurance programs continued at the appropriate premium deduction rate for the non-paid leave period not to exceed 12 weeks from the time the non-paid leave begins.

H. Employees who are on a non-paid family or non-paid medical leave will not have their system service date adjusted.

I. Procedures for reinstating employees returning from authorized non-paid family or non-paid/paid medical leaves will be in accordance with the FMLA.

J. Family medical leave hours are not included in the calculation for daily and weekly overtime.

**9.08 Make-up Policy** - The Company will allow employees the opportunity to offset short term absences from their regular schedules by making up the time with mutual agreement with their manager, provided that;

A. Employees who become aware of a future need to be absent and who wish to make-up the time should seek approval for the make-up time from their manager as soon as possible. Approval must be obtained no later than the day before the absence will take place.

B. Make-up time must be worked within the same scheduled work week in which the absence occurs. A maximum of eight hours make-up time will be allowed in any given work week. An employee may be allowed to make-up time as long as it is in the same week.

C. There is no guarantee of make-up time being granted. In order for make-up time to be granted, there must be meaningful work available that can be accomplished on a make-up basis. Some work groups may rarely be able to grant make-up time.

D. If work is available and make-up time granted, it will be on a first come, first serve basis. Each request will be handled individually based on the circumstances at the time, i.e. workload, number of people off, etc.

E. All make-up time worked will be at the employee's adjusted base rate.

**9.09 Compressed Work Week** – The Company has the right to determine how many, if any, schedules will be posted as a compressed work schedule. In such cases, employees shall be paid at the overtime rate for all time worked in any one day in excess of 10 hours.

A. Vacation days will generally be based on hours. Thus single days of vacation taken within a workweek would equal ten hours per day.

B. Sick time will be based on the employee's schedule for that period of time. Example: If the employee is scheduled for five eight hour days, then the employee will be paid (based on available benefits) eight hours per day. If the employee is scheduled for four ten hour days, the employee will be paid ten hours per day.

C. National holidays will be paid according to the employee's weekly schedule. If scheduled to work 8 hours, they will be paid 8 hours. If scheduled to work 10 hours, they will be paid 10 hours. Employees will not be scheduled less than 8 hours on a company recognized National holiday.

D. Personal holidays will be paid to achieve a 40 hour work week, not to exceed 8 hours per personal holiday. Employees working a compressed workweek schedule that takes a personal holiday will have the option of:

1. Using 2 hours of vacation in addition to the eight hours of holiday pay
2. Elect to take two hours without pay (coded as company initiated excused time) in conjunction with the eight hours of holiday pay
3. Work 2 hours of make-up time, as outlined in article 9.08

**9.10 Recognition and/or Incentive Programs** - At the sole discretion of the Company recognition and/or incentive programs to honor objectives met by employees may be unilaterally developed, implemented, modified or deleted. The Company will notify the Union in advance of any newly developed or modified or expired recognition programs, however, both parties mutually agree to the above mentioned unilateral Company right.

**9.11 Overtime Build** - Employees required to work more than their scheduled tour, if such tour is at least eight hours in length, will be paid at the overtime rate. Employees required to work more than 40 hours in one week, will be paid at the overtime rate.

**9.12 Telephone Concession** - It is agreed that if a new local company employee discount plan becomes available, it will be offered to IBEW Local 1496 represented employees as soon as administratively feasible.

It is recognized that the Company has the right to make any changes to this plan as long as the changes are made on the same basis for all employees for the new local company.

**Article 10**

**HOURS OF WORK - OVERTIME PAYMENT - WORKING CONDITIONS**

**10.01 Work Schedules** - Work schedules will be at the discretion of the company without restriction. Schedules will normally consist of 40 hours per calendar week. Employees will not be required to work more than five days to complete a scheduled work week. Employees will be allowed to trade tours, scheduled work days, or scheduled days off with the approval of the supervisor.

**10.02 Tour Posting and Selection** - Insofar as practical and consistent with rendering good service the Company will post work schedules showing the hours and days for each tour required for each posting period.

A. Only qualified employees will select tours. All other tours will be assigned by the employee's supervisor.

B. Schedules for each employee shall be distributed by Monday of the week preceding the work being scheduled. The assignment of tours shall be based upon the needs of service and may be changed without approval of the employee. The employee will be given sufficient notice regarding any schedule change. The selection of hours of work (or tours) shall be based on bargaining unit seniority.

C. Employees assigned a compressed work week made up of 4 days will be granted two consecutive days off.

**10.03 Overtime**

A. Opportunity – The Company reserves the right to require employees to work overtime. Where practical, overtime will be assigned to those employees who desire it, and avoided for those employees who prefer not to work it. Employees will not be required to take time off at a later date for the purpose of offsetting overtime worked. The company will seek to fill overtime opportunities with qualified volunteers. Should the company require more employees to work than those that volunteer, available employees with the least amount of year to date overtime hours worked, will be required to work.

B. Safety Considerations – Due to safety considerations, no employee will be required to work more than two hours of overtime during a regular scheduled work day and eight hours on one of their scheduled days off, however the employee may do so voluntarily.

C. Overtime Administration – Work group overtime rosters will be posted biweekly, ranking employees according to their year-to-date overtime hours actually paid. The employee having the least amount of overtime worked will be first on the roster. The employee having the greatest amount of overtime worked will be last on the roster. Overtime opportunities will be voluntarily offered to

available employees in order of the posted rosters ranking from first to last. Whenever an insufficient number of volunteers are available, hours will determine who shall be forced to work, beginning with the least hours worked by an employee in the work group. Employees who are out on accident or sick pay for more than 30 days shall have (upon return to full-time status) their hours of overtime worked supplemented to bring them up to an amount of hours equal to the lowest hours on their work group roster. This supplement will carry over each biweekly period until the end of the calendar year.

**10.04 Employee Travel Expenses** – All expenses for travel and/or training will be governed by the Employee Travel and Entertainment Reimbursement Financial Practice.

A. All travel time will be paid as time worked, excluding time taken out for meals, sleep or other personal uses, at the appropriate rate. If the employee is traveling on one of his regular work days, he shall not be paid less than the hours of the regular work day.

B. If available air travel is offered and by mutual agreement the employee chooses to drive, travel time will be paid not to exceed the equivalent of actual air travel from home to motel.

C. Personal vehicle mileage will be paid at the current Company rate. If air travel was offered, mileage rate will not exceed the airfare amount. All travel time paid for in conformity with this Section shall be used in computing the employee's weekly overtime and shall be in addition to any holiday allowance for which the employee is eligible.

**10.05 Tour Changes** - When scheduled tours are changed by the Company, the new scheduled time worked within 40 hours after notice of the tour change, but outside the previously posted schedule shall be paid for at the overtime rate.

## **Article 11 FLEXCARE INSURANCE**

**11.01 FlexCare**

A. Effective January 1, 2007, 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 benefits 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.

B. 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.

C. The Company, at its sole discretion, shall designate the insurance carrier(s) and the agent(s) for processing claims and other transactions for the FlexCare Plan and the individual components thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that the Company first provides notice to the Bargaining Unit thereof. The Company, in its sole discretion, may at any time amend or cancel any alternate plan it chooses to offer, but in the event of cancellation or other substantial amendment, any employee adversely affected shall be permitted coverage under the indemnity plan.

As provided in the various Summary Plan Descriptions 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.

**11.02 Voluntary Benefits Program** - Effective as soon as administratively feasible, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverage, Legal Services and critical illness insurance.

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 agents(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agents(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to modify or terminate any one of the various components of the Voluntary Benefits program at

any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

**Article 12**  
**WAGE RATES - COMPLIANCE WITH APPLICABLE LAWS**

- 12.01 Temporary Assignment Upgrade** – Any employee temporarily assigned to work in any higher rated job classification as set forth herein, shall receive the wage rate for the higher rated job classification for each hour worked in such classification.
- 12.02 Separation and Savings Clause** – Nothing in this Agreement shall be construed to require either of the parties hereto to act contrary to any State or Federal law or regulation, or Presidential executive order. In the event that any such condition arises it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.
- 12.03 Gender References** – Any reference to either the 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.
- 12.04 Non-Discrimination** – Consistent with the 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 race, color, religion, gender, national origin, age, marital status, sexual orientation, sickle cell trait, AIDS or AIDS causing virus, disability, or veteran status.

**Article 13**  
**MILITARY SERVICE**

- 13.01 Military Leave of Absence** – Employees out on short-term leave will receive the adjusted base rate for up to two weeks in any calendar year. Affected employees will also be able to retain their military pay. Short-term military service for periods of longer duration will be treated as a leave of absence unless the employee chooses to take his vacation in conjunction with this military service. Additional paid hours may be granted to the employee for travel time with supervisory approval only. Military hours are not included in the calculation for daily and weekly overtime.

**Article 14**  
**DISABILITY BENEFITS**

- 14.01** The Short Term Disability (STD) Plan provides income protection when you cannot work at your usual job due to an injury or illness incurred either on or off the job. The Summary Plan Description (SPD) describes the benefits and coverage requirements for the benefits. The Plan is effective March 1, 2006.

Employees are covered by the plan if they are a regular, full-time employee, or a regular, part-time employee scheduled to work 20 or more hours per week.

Employees hired on or after March 1, 2006 will meet the Plan’s service requirement when they have completed one year of continuous service.

If you are covered under the Plan, you are entitled to benefits when you meet all of the following criteria:

1. You cannot work due to an illness or injury you incur either on or off the job
2. Your absence due to that illness or injury is for more than 40 consecutive scheduled work hours (Waiting Period)
3. You must comply with the Claims Procedure and satisfy all Plan requirements for documentation, reporting and compliance including an Independent Medical Examination (IME) if required.

If your employment is involuntarily terminated (i.e., someone other than you ends your employment) while you are receiving STD benefits, you may continue receiving benefits until (i) your benefits are exhausted, (ii) your health care provider indicates you could have otherwise returned to work, with or without restrictions, or a health care provider providing an IME indicates you could have otherwise returned to work, with or without restrictions.

If you can not return to work when you are no longer eligible for benefits under the Plan, it is your responsibility to contact management and Human Resources to discuss your continued employment.

**14.02** Benefits under the Plan are based upon your length of service. The Plan provides benefits up to a maximum of 26 weeks according to the following STD Benefit Payment Schedule.

STD Benefit Payment Schedule

<b>If your length of service is:</b>	<b>Then benefits at 100% of Base Salary are paid for:</b>	<b>And benefits at 60% of Base Salary are paid for:</b>
Less than one year	None	None
One year of service or more	Two weeks of STD benefits at 100% of your Base Salary for each full year of service up to a maximum of 26 weeks	26 weeks of STD benefits at 60% of your Base Salary, less the number of weeks of benefits at 100% of your Base Pay

**14.03** Proof of sickness or disability may be required of all employees receiving benefits under this plan. Sickness disability hereunder must be certified as rendering the employee unable or unfit to work by an accredited physician of the employee's choice acceptable to the Company.

STD benefits are based upon your Base Salary on your last day worked. Your Base Salary is your hourly rate times your regularly scheduled weekly work hours. Payments such as overtime and shift differentials, are not included in your Base Salary for purposes of this Plan.

**14.04** Your Plan benefits will not begin until after the Waiting Period described in section 14.01 unless:

1. You are entitled to Plan benefits the second time due to the same illness or injury that caused you to be entitled to Plan benefits the first time; and
2. You returned to work for 30 calendar days or less.

If you return to work for less than 182 calendar days, your previous STD benefits will be considered in determining the amount and maximum period of benefits. In other words, you will continue on the STD Benefit Payment Schedule described in section 14.02 based on your service at the first time you became entitled to Plan benefits.

If you return to work for at least 182 calendar days, your previous STD benefits will not be considered in determining the amount and maximum period of benefits. 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.

**14.05** If you are eligible to receive Workers Compensation benefits under state law and STD benefits under this Plan, your STD benefits will be coordinated with any Worker's Compensation benefits you receive. Your Plan benefits will be limited such that the sum of your Plan benefits and your Workers Compensation benefits will not exceed 85% of your Base Salary, unless otherwise required by state Workers Compensation laws.

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.

Social Security disability benefits and benefits under the Plan are also coordinated. You receive the maximum benefits available under this Plan and Social Security,

but not the total sum of both benefits. Your Plan benefits will be limited such that the sum of your Plan benefits and your Social Security disability benefits will not exceed 100% of your Base Salary, unless otherwise required by Social Security laws.

- 14.06** You must apply for STD benefits by completing and signing all forms required by the Plan within fifteen days of your first date of absence.

If you submit all completed, required forms within fifteen days from your first day of absence, your Plan benefits will begin retroactive to the first day after your Waiting Period. If you submit all completed, required forms after fifteen days from your first day of absence, your Plan benefits will begin prospectively on the date the Plan Administrator receives all the completed, required forms under the Plan unless the Plan Administrator determines that the submission was late due to matters beyond your control.

- 14.07** After STD benefits are exhausted long-term disability and/or retirement benefits may be available.

- 14.08** To receive benefits employees must:

1. Notify their supervisor of the need for absence from work;
2. Satisfy all requirements of the STD policy for documentation, reporting and compliance; and
3. Provide status updates to the supervisor as requested during the absence from work.

- 14.09** Failure to comply with all requirements can result in the suspension or termination of STD benefits.

- 14.10** Employees shall report all occupational accidents and injuries, regardless of the severity, as soon as possible and practicable to their supervisors. Failure to report may result in disciplinary action, including discharge.

## **Article 15 LEAVES OF ABSENCE**

- 15.01 Union Leave of Absence** – Any employee covered hereunder who may be elected or appointed to office in the Local Union, that requires the employee to be absent from duty with the Company, upon written request addressed to the Manager by which the employee is employed will be granted a leave of absence, not to exceed three years, without pay. The Business Manager may participate in the insurance

programs and the Sprint Retirement Pension Plan as though still a regular full-time employee not on a Union leave of absence. Such employee at the expiration of such term of office, will be reinstated to the employee's former position provided the employee shall then have the physical fitness and capacity to perform the work of the position, and provided further that return to work is indicated to the Company within 60 days of release from Union duties. Upon reinstatement the employee shall receive the same consideration as if the employee 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 such reinstated employee.

**15.02 Personal Leave of Absence** – Specific leaves of absence for sickness, recuperation or for other justifiable reasons may be granted for a period not to exceed 60 days, with or without pay, provided that:

A. Requests for such leaves of absence shall be made in writing, addressed to the appropriate manager - with a copy being furnished to the Local Union. Authority to take a leave of absence shall be granted in writing by the employee's appropriate Manager, with a copy being furnished to the Manager-Employee Relations and the Local Union.

B. Leaves of absence extending beyond 60 days, except as provided in paragraphs 15.01 or working for another employer during a leave of absence without the written approval of the Company, shall be deemed as a termination of employment with the Company.

C. Any employee returning from a leave of absence must be able to provide medical documentation establishing he/she can return to their former position with no restrictions.

D. Any employee returning from an approved leave of absence (other than medical) must notify HR and their immediate manager in writing before returning to work. Notification must be provided not less than two weeks prior to the expiration of such leave or of any earlier date on which the employee intends to return. A copy of the notice will be furnished to the Union.

**15.03 Other** – Additional time off with or without pay may be granted at the Company's discretion. Leave of absence hours are not included in the calculation for daily and weekly overtime.

## **Article 16 DEFINITIONS**

**16.01 Adjusted Base Rate** – The base rate plus any applicable differential.

- 16.02 Base Rate** – The basic wage rate is the straight time hourly rate, and the coach differential when applicable.
- 16.03 Contracting Work** – The assignment of work to non-Company employees.
- 16.04 District** – For the purposes of this Agreement a district is defined as the historic East or West district. Any change in the districts will be discussed and approved mutually by the Company and the Union.
- 16.05 Night Shift** – Any shift that ends after 6 p.m.
- 16.06 Overtime Rate** – 1.5 times the adjusted base rate. Overtime hours are not included in the calculation for daily and weekly overtime.
- 16.07 Premium Rate** – 1.5 times the adjusted base rate. Premium hours are included in the calculation for daily and weekly overtime. Premium hours are paid on Sunday whether the work performed on Sunday is scheduled or not.
- 16.08 Session** – One of the two parts into which a tour may be divided. A session shall not be less than three hours.
- 16.09 Split Tours** – Any tour, divided into two sessions, with the dividing break lasting 90 minutes up to a maximum of four hours.
- 16.10 Split Week** – Any work week not consisting of consecutive tours. Any employee working a split week will be guaranteed either a Saturday or Sunday as one of their scheduled days off.
- 16.11 Tour** – The total of hours scheduled in a given day, not to exceed ten hours.
- 16.12 Transfer of Work** – Moving work outside of the jurisdiction of the Union.
- 16.13 Work Day** – 12.00 midnight to 11:59 p.m.
- 16.14 Work Group** – Any group of employees in the same classification. The following procedures apply to a work group: holiday coverage, make-up time, compressed work weeks, tour posting and selection, overtime, standby, vacation, and temporary assignments as noted in the appropriate Articles of this Agreement. Work group job assignments will not change an employee's work location. Creating a new work group requires the supervisor to notify Employee Relations and the Union Business manager before the change is put into effect.
- 16.15 Work Location** – Work location is the location where employees report to work.

**16.16 Work Week** – A work week is defined as beginning at 12 midnight on Sunday and extending through 11:59 p.m. the following Saturday.

**Article 17  
WORK FORCE ADJUSTMENTS**

**17.01 Reduction in Headcount Overall** – Layoffs because of a lack of work shall be in accordance with the employee’s total bargaining unit seniority within the city under consideration. The Company agrees to notify the Union of any such layoffs not less than 14 calendar days in advance of the layoff for the purpose of discussing the layoff reasons and proper procedures.

**17.02 Employee Income Protection Plan**

A. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignment of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least 20 years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least 55 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described below are subject to the following conditions:

1. The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this 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 Employee Income Protection benefits must be in writing and transmitted to the Company within 30 days from the date the Company makes the notification of any such change or surplus in order to be effective and such election may only be revoked within such 30 day period.

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 those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.

B. Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with this agreement begin within one month after such employee has left the service of the Company.

C. Employees who so elect in accordance with the agreement, the Company will pay monthly as Employee Income Protection payments, \$9.00 for each year of continuous service plus 35% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$525.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$25,200. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.

D. In no event shall the total of the Employee Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.

E. As used in this 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 Corporation. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.

G. In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.

H. When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this agreement, the Company may lay off employees as provided under other provisions of this agreement.

**17.03 Separation Allowance**

A. All employees who have accredited service in excess of one year, and that are not eligible for "EIPP" as described in 17.02 of this Agreement, that are laid off as a result of a force adjustment shall receive 1 week of pay per full year of service to a maximum of 26 weeks of pay.

B. Employees who are laid off may choose to receive a biweekly distribution or lump sum payment. Employees electing biweekly payments will be paid at the end of payroll periods for time lost to date. This allowance shall be in addition to any earned vacation payments due.

**17.04 Rehire/Recall Procedure** - Returning to work after layoff within one year, provided qualifications are sufficient, will be in the inverse order in which the employees were laid off. When such laid off employees are offered re-employment, they will be given at least 21 days' advance notice, sent to their last known address. If employees fail to report as requested in the notice, their seniority rights shall cease. If later hired they will be employed as a new employee. The Company will furnish the Union with copies of all such notices.

**Article 18  
Job Opportunities**

**18.01** Employees desiring to bid on posted jobs within the company will do so in accordance with Sprints staffing policies. Selections will be based on qualifications.

**18.02 Determining A Vacancy** – The Company shall have the exclusive right to determine where and when a job vacancy exists and its determination shall be final and conclusive.

**18.03 Restriction On Bidding (Training)** – Employees who have received Company-sponsored technical training for two or more consecutive weeks for their current classification, cannot bid (except lateral moves into the same job classification) on another vacancy until 12 months have elapsed after completion of the training.

**18.04 Going To The New Job** – Employees who are awarded bids will be moved to the position as soon as practical as determined by the Company not to exceed 60 days, unless the job is posted for a later starting date. When an employee is moved into the job, the employee shall be considered in a trial period for six months, except when the employee moved laterally into the same job classification. If an employee requests to be returned to his former job classification during this six month trial period, such requests may be granted by mutual agreement with the employee's supervisor. Trial periods may be extended for a second six months at the Company's discretion. If it is determined by the Company within that time the

employee cannot satisfactorily perform that job, the employee will return to her/his former position or a position comparable to it at the former rate of pay. If the employee is returned to her/his former position, the least senior employee in the former classification and former city will be bumped unless there is an employee in a trial period. If there is an employee in a trial period in the former city, then that employee will be bumped instead of the least senior employee.

- 18.05 Setting New Pay Rates** – Upon reclassification to a higher rated job, the employee shall be paid at the next higher rate of pay on the new wage schedule and shall progress on that schedule on normal progression dates. Employees who are granted a job within the same wage schedule shall continue to progress in the wage schedule on normal progression dates. Employees who are granted a lower rated job will receive the next lower rate of pay on the new wage schedule on normal progression dates. If there are delays in the anticipated starting date of the new job, then the employee’s rate of pay will change no later than 30 calendar days from the date the job is accepted by the employee, unless the job is posted for a later starting date.
- 18.06 Transfers Outside Of Bargaining Unit** – Employees transferred or promoted to a position within the North Area but outside of the jurisdiction of the Union shall retain seniority as accrued for a period of 12 months. These employees will be allowed to bid on job vacancies during the same 12 month period.
- 18.07 Job Descriptions** – The Company reserves the right to define general job duties and minimum job qualifications in its job vacancy announcements. The Company will discuss with the Union any substantive modifications to job vacancy announcements.

## **Article 19 RETIREMENT PENSION PLAN**

- 19.01** 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.

## **19.02 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 this Agreement effective March 1, 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.

Covered Member shall mean an employee of Sprint – Florida, Inc. represented by Local Union No. 1496 of the IBEW 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 provision 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 Sprint – Florida, Inc. and the IBEW Local 1496 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.

**19.03 Eligibility for Benefits** – Applies only to employees hired, rehired or transferred prior to March 1, 1997.

A. Effective March 28, 2003, 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, Paragraph 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 after March 28, 2003.

B. For each Centel Bargaining Unit Employee covered by this Agreement as of March 28, 2003, 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 28, 2003 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 affect at that time.

C. Effective March 28, 2003, 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.

**19.04 Associates Hired, Rehired, or Transferred March 1, 1997 or Later** -The Company agrees to provide Covered Members, through the Retirement Pension Plan the benefits hereinafter specified in this Agreement effective March 1, 1997. All terms defined in the Sprint Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

A. Covered Member shall mean an employee of Sprint-Florida, Inc. represented by Local 1496, International Brotherhood of Electrical Workers, who was hired, rehired or transferred on March 1, 1997 or later who is a member of the Retirement Pension Plan pursuant to Article 2, Membership, of the Retirement Pension Plan.

B. 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 and Section VII. Timing of Distributions, C. Centel

Special Early Retirement in Appendix MM ) , 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 with the provisions of Article IX, Definitions; and Paragraph I, Continuous Service, and J, Credited Service respectively, of Appendix MM of the Retirement Pension Plan, except as specifically provided to the contrary herein.

C. 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 the termination of the Pension Agreement, except as provided in Section 4, if as of such date a subsequent Pension Agreement between SPRINT - FLORIDA, INC. and Local 1496, 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 Article IX, Definitions; and Paragraph I, Continuous Service, and J, Credited Service respectively, 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.

D. Effective March 1, 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 the employee. The determination of a benefit under that Special Early Retirement Allowance shall be made in accordance with Section 7.6(b) of the Retirement Pension Plan.

**Pension Bands (All Covered Employees)**

**MONTHLY BENEFIT PER YEAR OF SERVICE**

**AGES**

Job Classification	Wage Sched	AGES											
		65-70	64	63	62	61	60	59	58	57	56	55	
		<u>March 1, 2006</u>			<u>TO</u>			<u>February 28, 2007</u>					
Schedule 1	C08A	34.40	32.70	31.00	29.20	27.50	25.80	24.10	22.40	20.60	18.90	17.20	
Schedule 2	C08B	34.90	33.20	31.40	29.70	27.90	26.20	24.40	22.70	20.90	19.20	17.50	
Schedule 3	C10	42.92	40.77	38.63	36.48	34.34	32.19	30.04	27.90	25.75	23.61	21.46	
		<u>March 1, 2007</u>			<u>TO</u>			<u>February 29, 2008</u>					
Schedule 1	C08A	35.20	33.40	31.70	29.90	28.20	26.40	24.60	22.90	21.10	19.40	17.60	
Schedule 2	C08B	35.30	33.50	31.80	30.00	28.20	26.50	24.70	22.90	21.20	19.40	17.70	
Schedule 3	C10	42.92	40.77	38.63	36.48	34.34	32.19	30.04	27.90	25.75	23.61	21.46	
		<u>March 1, 2008</u>			<u>TO</u>			<u>February 28, 2009</u>					
Schedule 1	C08A	36.10	34.30	32.50	30.70	28.90	27.10	25.30	23.50	21.70	19.90	18.10	
Schedule 2	C08B	36.10	34.30	32.50	30.70	28.90	27.10	25.30	23.50	21.70	19.90	18.10	
Schedule 3	C10	42.92	40.77	38.63	36.48	34.34	32.19	30.04	27.90	25.75	23.61	21.46	

**Article 20**  
**SUBSTANCE ABUSE POLICY**

**20.01** The following policy represents an agreement between Sprint-Florida, Inc.(Company) and the International Brotherhood of Electrical Workers, Local 1496 (Union). This policy establishes mutually developed alcohol and drug abuse prevention standards.

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

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

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

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

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

C. Communications and Training – Prevention of alcohol, drug, or substance abuse may, in part, be achieved through communicating to employees the impact upon job performance and safety.

Bargaining-unit employees will be informed of this Substance Abuse Policy and the standards agreed upon in this policy.

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

D. Definitions – For the purpose of this policy, the following definitions apply:

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

- **Controlled Substance:** Any substance for which the purchase, sale, possession, transfer, or consumption is illegal.
- **Drug:** Any non-alcoholic substance capable of causing impairment of an employee while performing on-the-job duties.
- **Drug Abuse:** The use of any drug which is not legally obtainable; the use of any drug which is legally obtainable, but has not been legally obtained; the use of any prescribed or over-the-counter drug which is not being used for the prescribed or manufactured purpose (to include consumption in quantities greater than prescribed).
- **Prescription Drug:** Any substance prescribed for an employee's consumption by a licensed medical practitioner.
- **Under The Influence:** Having alcohol, prescription drugs, or controlled substances in one's body sufficient to: adversely affect an employee's ability to work in a safe and productive manner; or impair an employee's job performance; or create a safety risk to the employee, coworkers, customers, the public or property.
- **Work Day:** Any tour (including break time and meal time), overtime, or call-out is defined as the work day.

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

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

F. Reasonable Cause – Reasonable cause for suspicion is defined as:

Aberrant or unusual on-duty behavior of an employee which is observed by a management employee and confirmed by a second management employee. This behavior may include, but is not limited to, the following:

1. Observed alcohol/drug use during working hours

2. Presence of physical/psychological symptoms commonly associated with substance abuse such as (but not limited to):

- Impairment of motor functions
- Slurred speech
- Incoherent or irrational statements
- Drowsiness
- Odor of alcohol or marijuana on employee
- Extreme weight loss
- Red eyes
- Running nose or sniffing
- Lack of physical coordination
- Frequent or extreme mood changes or demonstrations of irrational behavior

3. Deteriorating work performance and/or attendance problems not attributable to other factors such as (but not limited to):

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

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

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

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

Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, up to and including termination.

Reports of drug and alcohol use or aberrant behavior which are not confirmed by management observations will not constitute a reasonable cause for suspicion.

G. Testing Procedure – No employee will be tested for alcohol or drugs unless reasonable cause exists. There will be no random drug testing.

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

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

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

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

An employee testing positive on the first part of the specimen shall have the right to have the secured portion of the employee's urine or blood sample independently tested by a NIDA certified laboratory of the employee's choice and at the employee's expense. If the independent test is negative, the employee shall be reimbursed for the cost of said test.

Every effort will be made to ensure confidentiality throughout the testing procedure, including the use of a Medical Review Officer (MRO).

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

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

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

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

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

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

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

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

**Article 21**  
**LIGHT DUTY ASSIGNMENT**

- 21.01** Associates who are unable to perform their normal tasks because of temporary disability, may be assigned to perform other available work for which they are qualified and able to perform.
- 21.02** These light duty assignments may or may not be within the associate's normal job classification. Light duty may include some job duties normally performed by their regular classification and/or job duties within another job classification. The light duty work will not be created or another associate terminated or laid off to make room for light duty assignments.
- 21.03** Light duty shall apply provided (a) the employee provides written recommendation from his/her physician specific to light duty restrictions, (b) the Company determines that a light duty assignment is available for a temporarily disabled employee unable to perform his/her normal job duties, and (c) the attending physician of such employee advises Company in writing that the employee is able to perform other duties on a full-time basis. Associates assigned light duty will be paid at their adjusted base rate of pay and their seniority and service will continue to accrue while so assigned. Light duty assignments shall be no more than 90 days duration unless extended by mutual agreement between the Company and Union
- 21.04** If the attending physician of an associate on light duty advises the Company that it is unlikely the associate will ever recover sufficiently to resume his normal job duties, then upon mutual agreement between the Company and the Union the employee may be assigned to another job classification at the applicable wage rate for that classification. This reassignment is not considered a light duty assignment.
- 21.05** The Human Resources department shall be responsible for administering this practice. The Manager-Recruitment and Manager-Employee Relations shall determine whether light duty assignments are available and for administering the procedures set forth in this agreement.

**Article 22**  
**DIFFERENTIAL PAY**

- 22.01** **Night Shift** - \$1.00 per hour will be paid for all hours worked after 6 p.m.
- 22.02** **Lead Worker/Coach** - \$1.00 per hour will be paid for all hours that the employee is responsible for directing the work of a group of employees.

- 22.03 Bilingual** - \$1.00 per hour will be paid to bilingual employees assigned to a telephone number requiring them to speak to customers in a language other than English for the hours assigned to the non-English telephone line.

**Article 23**  
**SAVINGS PLAN**

- 23.01** 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 Sections 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.

A. 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.

B. Employee Contributions

1. 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 sixteen-percent (16%) may be contributed on a pre-tax basis, after-tax basis, or both.

2. 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. Employee Contributions made in excess of Basic Contributions, contributions greater than six percent (6%) of wages, shall be known as "Supplemental Contributions".

3. Catch-Up Contributions.- Effective March 1, 2006, each eligible Participant shall be permitted to make Catch-Up Contributions as defined in the plan document. Upon attainment of age 50, a participant may contribute an additional amount per year to the extent provided by Section 414(v) of the Internal Revenue Code and under procedures established by the Sprint Savings Plan Committee.

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.

#### C. Company Contributions

1. The Company shall contribute an Employer matching contribution equal to 50% effective through December 31, 2007. Effective January 1, 2008 the matching contribution shall be 30%; effective January 1, 2009 the matching contribution shall be 25%.

2. The Company may provide an increased Company contribution based on the same performance measurement standard that applies in the Retirement Savings Plan for non-represented employees.

3. Profit Sharing Contribution eligibility for employees terminates on February 28, 2006.

#### D. Vesting

1. A Participant shall always be one hundred percent (100%) vested in the value of their own Contributions.

2. A Participant shall become vested in the value of the Company contributions as defined under Section 2.31 Non-vested Amounts in the Retirement Savings Plan.

3. Participants eligible to receive the Employer Profit Sharing Contribution shall always be one hundred percent (100%) vested in the value of the Employer Profit Sharing Contributions.

E. Investment Options

1. 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.

2. 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 elects to invest their own Contributions.

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

F. Services – 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.

G. 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.

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

The following Memorandum of Agreement is made this 24th day of February, 2006, between Sprint (New Local Company) (NLC) (which will be named EMBARQ after separation from Sprint Nextel) and the International Brotherhood of Electrical Workers (IBEW) Local 1496.

During the term of this Memorandum of Agreement, all employees of the New Local Company represented by the International Brotherhood of Electrical Workers Local 1496 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 \$1,000 per year for represented, non-sales employees.
- If company performance is at 100% target, the plan will pay out \$500 per year for represented, sales employees.
- The maximum payout for represented, non-sales employees is \$2,000 in any year.
- The maximum payout for represented, 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.

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Joseph A. Basile  
Manager, Labor Relations  
Local 1496

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Ann Cosper  
Business Manager, IBEW

**Schedule 1 (C08A)  
Retail Cashier (UN440)**

	Effective 03/01/06	Effective 03/01/07	Effective 09/01/07	Effective 03/01/08	Effective 09/01/08
Start	6.87	6.90	6.92	6.95	6.97
Step 2	7.55	7.59	7.62	7.66	7.69
Step 3	8.29	8.34	8.39	8.44	8.48
Step 4	9.11	9.17	9.23	9.30	9.35
Step 5	10.01	10.08	10.16	10.24	10.31
Step 6	11.00	11.08	11.18	11.28	11.37
Step 7	12.08	12.18	12.30	12.42	12.54
Step 8	13.27	13.39	13.54	13.68	13.83
Step 9	14.58	14.72	14.90	15.07	15.25
Top	15.99	16.19	16.39	16.59	16.80

**Schedule 2 (C08B)  
Consumer Representative I (UN439)**

	Effective 03/01/06	Effective 03/01/07	Effective 09/01/07	Effective 03/01/08	Effective 09/01/08
Start	9.04	9.07	9.09	9.12	9.14
Step 2	9.94	9.99	10.03	10.07	10.11
Step 3	10.93	11.00	11.06	11.12	11.19
Step 4	12.02	12.11	12.20	12.28	12.38
Step 5	13.21	13.33	13.46	13.56	13.70
Step 6	14.52	14.68	14.85	14.98	15.16
Top	15.96	16.16	16.36	16.56	16.77

**Schedule 3 (C10)  
Consumer Representative II (UN101A)**

	Effective 03/01/06	Effective 03/01/07	Effective 09/01/07	Effective 03/01/08	Effective 09/01/08
Start	7.92	7.92	7.92	92	7.92
Step 2	7.92	7.92	7.92	7.92	7.92
Step 3	8.78	8.78	8.39	8.44	8.48
Step 4	9.47	9.47	9.23	9.30	9.35
Step 5	10.33	10.33	10.33	10.33	10.33
Step 6	11.36	11.36	11.36	11.36	11.36
Step 7	12.56	12.56	12.56	12.56	12.56
Step 8	13.94	13.94	13.94	13.94	13.94
Step 9	15.49	15.49	15.49	15.49	15.49
Top	17.21	17.21	17.21	17.21	17.21

The parties hereto have hereunto caused their names to be signed by their duly authorized officers and/or representatives as of this 1<sup>st</sup> day of March, 2006.

For the Company:  
Sprint – Florida, Inc.

For the Union:  
Local Union 1496 of the  
International Brotherhood  
Of Electrical Workers

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Carol Franklin  
HR Manager I

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Addie Johnson  
President

---

Joseph A. Basile  
Manager, Labor Relations

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Anna Cospers  
Business Manager

Michael DeGraw  
Manager Installation & Maintenance

Bargaining Team:  
Betty Clark  
Robbie Lewis  
Don Piplack

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