

**2005 – 2007
AGREEMENT**

Between

UNITED TELEPHONE COMPANY OF
TEXAS

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 20

Effective Date June 1, 2005
Expiration Date May 31, 2007

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COLLECTIVE BARGAINING AGREEMENT
ARTICLE I

SECTION 1: GENERAL

This agreement is entered into as of the 1st day of June 2005, effective as hereinafter stated between United Telephone Company of Texas, Inc. having its principal office in Athens, Texas, its successors and assigns, hereinafter referred to as the Company, and Local Union 20 of the International Brotherhood of Electrical Workers (A.F.L.-C.I.O.-C.F.L.) hereinafter referred to as the Union.

SECTION 2: PURPOSE

The purpose of this agreement is to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation and settling of grievances that may arise in the employee-employer relationship, by a peaceful means, and to establish a contract under which the employees in the unit shall work for the Company at its several places of business in the State of Texas during the term of this agreement.

SECTION 3: DURATION AND CONTENTS

(a) This agreement contains the entire agreement between the parties and shall remain in effect for twenty-four (24) months from the 1st day of June, 2005 and shall thereafter continue in effect from year to year unless either party gives to the other party on or before sixty (60) days prior to June 1, 2007 or on or before sixty (60) days prior to any subsequent annual anniversary date after June 1, 2007 written notice of its desire to modify or amend or terminate this agreement, in any of which events during said last sixty (60) days of any renewal contract year, the parties shall confer upon proposed modifications, amendments or upon a proposed new contract. In the event a notice to modify or

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amend only is given in accordance with the terms hereof and not a notice to terminate, and further in the event agreement is not reached during the said sixty (60) days negotiating period mentioned above, then either party hereto shall have the option to terminate this agreement at any time after June 1, 2007, by giving the other party ten (10) days notice in writing either in person or by registered or certified mail, with return receipt, such notice to be effective upon receipt by such other party.

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- (b) No changes in this agreement shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the Union and approved by the International Office of the Union.
- (c) It is understood between the parties that in this agreement masculine or feminine words shall mean man or woman, no restrictions or limitations intended.
- (d) Federal and State Laws - In the event any federal or state law or regulation or the final decision of any court or board of competent jurisdiction directly or indirectly affects one or more practices or provisions of this agreement, the practices or provisions so affected shall be made to conform with the requirements of such laws, regulations or decisions. In all other respects this agreement shall continue in full force and effect.

SECTION 4: RECOGNITION

The Company recognized Local Union No. 20, International Brotherhood of Electrical Workers, A.F.L.-C.I.O.-C.F.L., a successor Local Union pursuant to NLRB Case No., 16-RC3143, as the exclusive bargaining agent in respect to rates of pay, wages, hours of employment, and other conditions of employment or employees in the following bargaining unit:

All craft employees of United Telephone Company of Texas, Inc. in the Company's Central Warehouse located in Athens, Texas and all craft employees in the Athens, Brownsboro, Cayuga, Chandler, Eustace, Kerens, Koon Kreek, Malakoff, Martin's Mill, Murchison, Payne Springs, Trinidad, Kaufman, Kemp, Mabank, Tool-Seven Points, Commerce, Cooper, Gatesville, Flat, Jonesboro, Purmela, Hamilton, Hico, Lamkin, Pottsville, Stephenville, Dublin, Overton, Arp, Bullard, Frankston, Lake Palestine East, New London, Price, Troup, Groesbeck, Bremond, Kosse, Thornton, Palestine, Montalba, Neches, Tennessee Colony, Tucker, Navasota, Anderson, Plantersville, Richards, Shiro, Washington, and Gun Barrel exchanges/locations including lead employees, regular part-time, temporary employees, and facilitiesmen but excluding:

All professional, executive, administrative, managerial, confidential employees, occasional employees, engineers, inspectors, confidential secretaries, communication consultants, programmer analysts, computer operator, paystation specialists, sales representative, guards, watchmen, and all supervisors as defined in the act. The craft employees covered by this agreement at the above locations are more particularly described in the schedule of wages attached to this agreement and made a part thereof.

SECTION 5: DEFINITION OF EMPLOYEES

- (a) Regular Employee - An employee who is regularly scheduled a 40-hour week continuously through the year. For all employees reclassified to regular status, seniority shall relate back to the date of employment.

- (b) Regular Part-time Employee - An employee who is employed to fill a part-time schedule and is regularly scheduled less than the full-time 40 hour work week.

- (c) A new or rehired employee shall be regarded as probationary for six (6) months and shall be classified by the Company as a Trainee or Beginner during such period. Such employees shall not be subject to or covered by this agreement for such six (6) months from the date of their employment with the Company. Upon completion of such six (6) month service their seniority shall date from their date of employment with the Company.

- (d) Lead Employees - The Company may designate lead employees who shall have the responsibility of overseeing the work of a group of employees and also perform the same work as the group directed. A person appointed as a lead employee will work within their specific work group and will be responsible for administrative duties in the supervisor's absence. A lead employee is not a supervisor as defined in the act and does not exercise management rights as indicated in Article XIII, Section 2. The lead employee shall receive additional compensation of one dollar (\$1.00) per hour for such time worked in addition to their hourly wage rate.

- (e) Part-time employees or contractors shall not be used to such an extent as to result in the termination of regular employees, lay-offs or reduction of their normal work week to less than forty (40) hours.

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

- (f) Work which is performed by bargaining unit employees shall not be performed by supervisors. However, in order to fulfill management responsibilities, supervisors may become involved in craft work for the purposes of training, inspections, quality control, for demonstrations, extreme emergency duty, or other activities normally vested in management.

ARTICLE II GRIEVANCE PROCEDURE

SECTION 1: GENERAL

If an employee shall consider that he has a complaint against the Company, an earnest effort shall be made by the employee and the supervisor to adjust such complaint through discussion. If this cannot be accomplished, a grievance shall be filed and processed as defined in Section 2.

SECTION 2: GRIEVANCE DEFINITION

- (a) A grievance is defined as and limited to a complaint filed by an employee or employees or the Union alleging failure of the Company to comply with or carry out some provision or provisions of the agreement, and must not be based on any alleged agreement.
- (b) Any complaint which is not reduced to writing by the Union shall be handled on an informal basis; provided however, that nothing in this Section shall preclude the Union and the Company from using any other mutually satisfactory and proper method of presentation, discussion, and disposition of complaints.

- (c) Only those employees designated by the Union not to exceed two (2) for time spent in any step of the grievance procedure prior to step three (3) shall be prevented by the Company from suffering any loss in regularly scheduled pay.
- (d) Only those employees designated by the Union not to exceed three (3) for time spent in step three (3) of the grievance procedure shall be prevented by the Company from suffering any loss in regularly scheduled pay.

SECTION 3: PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

A grievance shall be handled in the manner as outlined below.

STEP 1: The aggrieved employee, through their steward, shall present the grievance in writing. The statement of grievance shall set forth the contract violation, the approximate date of the occurrence, the relief requested and shall be signed and dated by the employee and the steward. Grievances shall be presented to the employee's immediate supervisor within five (5) working days after the employee has knowledge of the event. After the grievance has been filed, the supervisor will meet with the employee and the steward. The parties shall meet within five (5) working days or at a mutually agreed upon time. After this meeting, the supervisor will respond in writing within five (5) working days to the Union.

STEP 2: In the event of failure to reach an agreement on the grievance at Step 1, the Union may appeal the grievance in writing to the appropriate District Manager or General Office Manager or next level as applicable, within five (5) working days after the date on the supervisor's written response in Step 1. The parties shall meet within five (5) working days or at a mutually agreed upon time. After the meeting, the applicable Manager will respond in writing to the Union within five (5) working days after the grievance meeting has been held.

STEP 3: If the grievance cannot be adjusted at Step 2, such grievance shall be heard at a conference (either face-to-face, telephone, or by video conference) between a joint committee consisting of three representatives of the Union and three representatives of the Company within ten (10) working days or at a mutually agreed upon time after the discussion between the steward and the District or applicable Manager. The Company's answer will be given to the Union via e-mail within five (5) working days after the date of the meeting referred to in this Step. Any grievance arising as a result of a termination of employment or a change in benefits will be entered into the grievance procedure at Step 3. Other issues that cannot be adjusted at Step 1 and/or Step 2 of the grievance procedure may be escalated directly to Step 3 upon mutual agreement.

If agreement is reached in any of the above steps, it shall be reduced to writing, signed by both parties, copies given to both parties and it shall be deemed to have been finally settled. When the grieving party fails to follow the time limits the grievance will be considered dropped. Time limits may be extended by mutual consent.

SECTION 4: ARBITRATION

- (a) If any grievance, as defined above in the first paragraph of this Article II is not amicably adjusted and settled in the manner here in above provided, the same shall be submitted, at the request of the Union, to arbitration in the following manner. The Union shall request the American Arbitration Association to submit a list of seven (7) arbitrators from which the parties may jointly make such selection by alternately striking one name each until one name remains, with the party requesting the arbitration making the first strike. Such choice of the seventh arbitrator shall be final and binding on all parties involved.
- (b) The decision of such arbitrator shall be rendered without delay, and after proper hearing. The decision made under the terms and authority hereof shall be final and binding on all parties involved in such controversy or grievance and shall conclusively determine the same.
- (c) An appeal to arbitration must be made by the Union within ten (10) days from the decision reached at the meeting provided for in Section 3, above by letter to the American Arbitration Association and a copy to the Company. Within twenty (20) days of receipt of the panel of arbitrators the parties shall strike the list to select an arbitrator. With the

conclusion of striking, the party initiating arbitration will proceed with the arbitrator's notification and arbitration scheduling by way of letter to the selected arbitrator within ten (10) days and a copy to the Company. In the event the Company takes the position that the grievance is not an arbitrable matter, the initial decision as to whether same is or is not arbitrable shall be made by the Arbitrator having proper jurisdiction. The arbitration shall be promptly held on a mutually agreed date provided to the Company and the Union by the appointed Arbitrator.

- (d) Any right in arbitration hereunder shall be based solely on this contract and in accordance with and subject to the terms hereof.
- (e) The arbitrator shall be confined to the grievance involved for decision and may in no event, as a part of such decision, impose upon either party any obligation to arbitrate on any subjects which have not herein been agreed upon as subjects for arbitration, nor may they, as a part of any such decision, affect reformation of this agreement, or any of the provisions hereof, nor require the arbitrator in order to rule in favor of the grievance to exceed the scope of his jurisdiction hereunder.
- (f) Each party to this agreement shall bear the expense of its own witnesses. The expense of the arbitrator and expenses incidental to the case shall be borne equally by the parties hereto.

- (g) The following subjects shall not be subject to arbitration hereunder:
1. Any claim or dispute not covered by this contract as a grievance.
 2. Increases or decreases in any basic wages or increases or decreases in any economic fringe benefits.
 3. Any disciplinary action, including discharge, taken by the Company toward an employee participating in or failing to work during a strike or work stoppage taking place during the term of this agreement.

PROVIDED: That this clause shall not be construed to prevent any employee covered hereby from asserting as a grievance within the time limits and according to the Grievance Procedure in Article II, that he or she is not being paid the wage rates or benefits as provided in this contract.

SECTION 5: TIME CONSTRAINTS

It is made a specific condition precedent to the processing of grievances that the time limits herein shall be complied with. Therefore, any grievance not originated and handled within the time and manner provided shall be held to be final and binding on all parties, including the aggrieved employee or employees.

**ARTICLE III
PROMOTIONS AND ASSIGNMENTS**

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SECTION 1: BIDDING OF JOB VACANCY NOTICES

(a) In cases of jobs newly created or vacant, the Company will post notice of such vacancies. The Company shall utilize an electronic method for posting jobs that is available to all employees. Such notice shall include the title, location, duties of the job and qualifications. The jobs shall be posted for a period of seven (7) days. Only those job vacancies which the Company has declared to be a job vacancy will be available for employee bids. Employees must submit interest through the methods and procedures determined by the Company within the timeframe indicated on the posting. However, should an employee be on PTO at the time of the job posting, the employee shall be permitted to bid on the job vacancy within five (5) days of return from PTO and will be given equal consideration for the position.

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(b) Job openings will be posted in all Company locations and employees may apply for a vacant position by sending an application to the Human Resources Staffing Department within fourteen (14) days from the date of the job vacancy notice. The application shall contain a clear, concise statement of the employee's background, training and overall qualifications and the reasons the bidding employee should be considered for the position.

(c) Employee bids for a job vacancy notice resulting in a promotion or a transfer will be treated equally for all vacancies.

SECTION 2: INELIGIBILITY TO BID

Certain employees are ineligible to submit interest in other positions as outlined below:

1. Employees on probation as a result of being recently hired, promoted, demoted or transferred.
2. Employees on personal leave of absence.
3. Employees who are disabled and unavailable to work in the new position on the Company's required start date.

SECTION 3: SELECTION CRITERIA

The following will be the procedure for awarding all bargaining positions not considered apprenticeship provided for in Section 9 of this Article.

- (a) The Company will consider all employees in making promotions and demotions, and when two (2) or more employees are under consideration for promotion, and their respective qualifications, aptitude, personal fitness and attendance meet the job requirements and are substantially equal in the judgment of the Company the person with the greatest seniority will receive promotion.
- (b) When an applicant does not possess all of the qualifications as listed on the job vacancy notice, and the Company determines that there is a lack of experienced employees available at the affected location to assist a bidding employee with the duties of the posted position, the Company shall have the option of selecting the most qualified applicant or a qualified person from any available source. The supervisor has the option to rebid jobs if no qualified persons are found in the outside market.

INTENT: The Company realizes it has an obligation to give senior employees meeting basic bid requirements the opportunity for upward movement. However, if in the event the District Manager and/or Department Head has a bonafide reason that the opening requires a person of special skill, training or experience and no person bidding is able to fulfill those needed requirements, the Company shall have the right to hire someone fulfilling the requirements from outside or within the Company. It is further agreed that both the Company and the Union will jointly monitor the bidding process.

SECTION 4: NOTIFICATION OF BID RESULTS

The Company will send the results of the posting to the appropriate Union Representative within twenty-eight (28) calendar days after the initial posting date of the job vacancy notice. If an award is made, the notice will give a tentative date the position will become effective. The pay change becomes effective on this date.

SECTION 5: BID AND TRANSFER FREQUENCY

The Company will not be required to consider a bid from an employee who has successfully been hired, transferred or bid into a position and been placed on the job until he has performed in his new assignment for at least twelve (12) months, (except as provided in Article XVII).

SECTION 6: PROBATION

An employee transferred in accordance with this Article shall be employed on the job to which he was transferred into for a reasonable trial period not to exceed six (6) months. If, during the six (6) month trial period, an employee still is unable to satisfactorily perform the job to which he was transferred, such employee shall be returned to his former job, with no loss of seniority (during the six (6) month period).

- (a) If an employee requests to be returned to his former job classification during this six (6) month trial period, such request will be granted provided the employee's former position has not been backfilled and is still deemed to be an open vacancy by the Company.

SECTION 7: CHANGES IN JOB DUTIES

Employees may request assignment to jobs with preferential duties or hours of an equal or lower rate of pay within the same "exchange area." The Company will give consideration to these requests.

SECTION 8: TEMPORARY JOB ASSIGNMENTS

For a period not to exceed three (3) months, the Company may temporarily transfer an employee from their regular job to some other job within the Company.

SECTION 9: APPRENTICESHIP PROGRAM

- (a) It is the intent of the Company to establish an apprenticeship classification in order to offer advancement opportunities to employees with limited telephony experience and to insure a diversified workforce for the future. This classification will cover job titles listed under Schedule of Wages Schedules 1 & 2.

- (b) The Company shall have the option of posting an opening as an apprenticeship position when in the judgment of the Company, the vacancy can be filled by an employee with limited experience. All employees covered under this Labor Agreement shall be eligible to bid on job vacancies posted as Apprenticeships.

- (c) Employees may apply for an apprenticeship position by sending a written application to the Human Resources Staffing Department within fourteen (14) days from the date of the job vacancy notice. This application shall state the employee's overall qualifications and experience for the position for which they are applying.
- (d) Apprenticeship positions shall be awarded on the basis of current job performance, qualifications and seniority. Only those applicants whose current job performance is satisfactory will be eligible for consideration.
- (e) Employee awarded an apprenticeship position shall be classified as such for a period of two (2) years for Schedule 2 positions, and three (3) years for Schedule 1 positions. During this apprenticeship period, the apprentice employee will be required to attend training classes at the discretion of the Company.
- (f) At the conclusion of the apprenticeship period, the employee shall be considered as fully qualified and shall be awarded the appropriate title associated with the position the employee originally bid.
- (g) An employee awarded an apprenticeship position resulting in a promotion shall be placed on the first progression step of the new job title which represents an increase over the employee's current wage rate. The employee shall be maintained at this progression step for twelve (12) months from the effective date of the award. The employee's progression date shall be changed to reflect the effective date of the award. At the completion of the first year of the program, the employee shall resume progression at six month intervals in the wage classification.

(h) **BID & TRANSFER FREQUENCY -- Apprenticeship Program**

Employees who have bid and been awarded an apprenticeship position shall be restricted from bidding or transferring to another position for a period of two (2) years for Schedule 2 positions and for three (3) years for Schedule 1 positions.

(i) **PROBATIONARY PERIOD -- Apprenticeship Program**

An employee who is awarded an apprenticeship position will be placed on probation for two years during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the duties of the new job, Section 6 of this Article will become operative.

**ARTICLE IV
PREMIUM PAY**

SECTION 1: GENERAL

Insofar as the requirements of the service permit in the efficient, economical operation of the business of the Company, all overtime and call-back work shall be divided as equally as possible between employees qualified to handle the specific duties necessitating overtime or call-back assignment. It is understood between the parties that overtime and call-back work shall be equalized separately. At no time shall overtime and call-back work be combined in order to meet the requirements of this provision. To assist employees and the Union in monitoring overtime and call-back hours, the Company will post monthly reports on bulletin boards indicating the total overtime and call-back hours worked for the month by each employee on a work group basis.

SECTION 2: OVERTIME

- (a) All time worked in excess of forty (40) hours in any one work week, or all time worked in excess of eight (8) hours in any one (1) work day, shall be paid for at the rate of one and one-half (1 ½) times the regular rate of pay. In no case shall hours worked in excess of eight (8) hours per work day be considered in computing the number of hours worked over forty (40) in the same week. For all employees work time shall be reported in total on the calendar day the Tour begins. (i.e. Tour starts on Saturday 8 p.m. and ends at 5 a.m. on Sunday, all time is reported as Saturday time).
- (b) The initial or any other assignment of such hours may be scheduled on any such day. This section is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.
- (c) After the establishment of scheduled assignments, no employee will be laid off temporarily in order to avoid payment at overtime rate.

SECTION 3: SUNDAY WORK

Any hours worked on Sunday shall be paid for at one and one-half (1 ½) times the base rate of pay, plus any applicable differential. Such pay shall be regarded as premium pay and will not be offset against overtime. See Memorandum of Agreement addressing Sunday premium on and after January 1, 2006.

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SECTION 4: CALL OUT

- (a) A call-out is defined as a call to work, with less than eight (8) hours advance notice thereof: after an employee has been released from his regular day’s schedule of work and has left the Company

premises; before the start of his regular day's schedule of work; or, on his day(s) off; provided that, the extension of rescheduling of his work day before he has left the Company premises shall not constitute a call-out.

- (b) An employee reporting to work on a call-out shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times his basic hourly rate of pay. Should an employee be able to perform the work from home the minimum will be one (1) hour of pay at one and one-half (1 ½) times his basic hourly rate of pay. He shall continue to receive pay at one and one-half (1½) times his basic hourly rate for any additional hours actually worked over such minimum, provided that, if he continues to work into his regularly scheduled hours of work, he shall revert to his regular basic hourly rate at such time.
- (c) Notwithstanding Section 5, an employee working a call-out on a holiday shall receive a holiday allowance equal to eight (8) hours times his basic hourly rate of pay, and one and one-half (1½) times his basic hourly rate for the hours worked, in accordance with the above provisions.
- (d) Call-out worked on Sundays shall be paid for at one and one-half (1-1/2) times the base rate of Pay. Call-out paid but not worked (to obtain the two (2) hour minimum) will be paid at one and one-half (1½) times his basic hourly rate.

SECTION 5: HOLIDAYS

Any employee required to work on the holiday shall receive two and one-half (2-½) times his basic hourly rate of pay for all hours actually worked on the holiday. An employee working less than eight (8) hours on the holiday shall receive two and one-half (2½) times his basic hourly rate of pay for the hours worked and the holiday allowance for the balance of such eight (8) hours. The holiday allowance and two and one-half (2½) times pay shall not be used to offset against an employee's weekly overtime.

SECTION 6: STANDBY

- (a) The company may assign standby time to employees for which straight-time pay will be made. Standby can be assigned for four time frames for each week. Standby shall be assigned by work location, by work group. Time paid for being on standby required under this section shall not be considered as work time for the computation of overtime.
- (b) 7-Day-Standby - Monday 8:00 a.m. through Monday 8:00 a.m. - \$170.00 will be paid for the 7 Day Standby. R
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- (c) WEEKEND/SPLIT WEEK (63 hours) - Standby - Friday 5:00 p.m. through Monday 8:00 a.m., or other 63 hour time periods commencing at 5:00 p.m. - \$80.00 will be paid for the 63 hours standby.
- (d) If a single day (24 hours) period is assigned, \$25.00 will be paid for the 24-hour coverage.
- (e) If a shift would include a holiday, an additional \$50.00 will be paid. R
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- (f) Standby time will be posted with the normal work schedule. Standby shall be on a voluntary basis, provided a sufficient number of employees in the job title within the work group volunteer to be standby. If there are not enough qualified volunteers to meet the standby requirements in any workgroup, management shall assign standby on a rotation basis by job title within each work group. Such assignment shall be in inverse seniority order. Standby duty will be assigned in an outside and/or inside group. Examples of classifications included in the two groups are as follows:
Outside: Outside Plant Technician
 Communication Technician

Inside: COE Technician
 Complex Technician
 Customer Representative
- (g) Weekend standby will be assigned by individual job classification, by work group, at the Company's option, through a separate rotation list. If an employee(s) is not on standby rotation, then Article IV, Section 4 will apply at that work location.
- (h) An employee may have another employee cover his/her shift, providing that such employee is in the same rotation schedule, and the employee(s) notify the Supervisor/Alarm Center of the change. When scheduling standby, consideration will be given to other schedules.

- (i) The employee on standby will notify the Supervisor/Alarm Center of his/her location and be available for duty within a reasonable period of time. Pagers or radios may be assigned to standby employees where available, but does not relieve the employee of his/her responsibility to keep the Supervisor/Alarm Center updated on their location. Employees on standby may, at the Company's option, be authorized to drive a Company vehicle home for standby use however, it must not be used for personal use at any time.
- (j) The employee called back to duty from standby will make a reasonable attempt to restore service without referring the trouble back to the Supervisor/Alarm Center for dispatching to another classification. The employee is required to notify the Supervisor/Alarm Center of the status of the callout and any additional follow-up required before returning to standby.

SECTION 7: WORKING IN HIGHER CLASSIFICATION

If an employee is assigned by the Company to a job classification calling for a higher wage rate than is paid for his regular job for four (4) hours or more within a day, he shall receive the higher wage rate for such time as he works on the higher rated job. Upon return to his regular job, he shall again receive his regular rate. If the rate for the job to which he is temporarily assigned is lower, the employee's rate of pay shall not be reduced.

ARTICLE V
PAID TIME OFF

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

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	Accrued	Current	Total
Six (6) Months but less than Two (2) years	5 days	6 days	11 days
Two (2) years but less than Five (5) years	10 days	8 days	18 days
Five (5) years but less than Fifteen (15) years	15 days	8 days	23 days
Fifteen (15) years but less than Twenty-five (25)	20 days	8 days	28 days
Twenty-five (25) years and over	25 days	8 days	33 days

New employees who's hire date is prior to July 1 will receive the full amount of PTO (11 days). If an employee's hire date is on or after July 1, they will not receive any PTO time until January 1 of the following year.

The PTO year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st 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 preference selection schedules for the following year shall be offered by management no earlier than October 1st each year and must be completed by December 30th.

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 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.

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

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

Unscheduled PTO are those hours requested by the employee and not approved by management. Unscheduled unapproved PTO taken by an employee for pay purposes only shall result in an employee receiving an occurrence against their attendance according to the attendance policy except, an employee will be allowed up to five (5) unscheduled PTO days to be used in the event of illness without penalty under the attendance plan. However, the unscheduled PTO day for illness exempt from an attendance occurrence may not be taken in conjunction with the day before or the day after any unscheduled day. Unscheduled PTO hours are not included as part of the standard work week for overtime purposes.

- (b) In no instance shall PTO time be allowed to accumulate from year to year, except as provided in section (d) below.
- (c) Scheduling of PTO shall take into account both the service requirements and employee's preferences according to the seniority of the employees. Seniority in this regard is as defined in Article IX, Section 2. Employees may select all their PTO at one time in the order of seniority. PTO shall usually start on the first day of the calendar week. Employees will schedule PTO in one-week blocks except as provided in section (e) below.

- (d) 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, or an employee is unable to take all of their PTO, the employee will be permitted to carry over a maximum of 40 hours to the next calendar year. Any accrued PTO carried over must be used by March 31st of the following calendar year.

This includes employees on Short Term Disability and/or Worker's Compensation. PTO carried over 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.

- (e) Service needs permitting; an employee may take up to eighty (80) hours PTO in no less than 1-hour increments. Incremental PTO of no less than four (4) hours shall be selected after all employees have had an opportunity to select full weeks of PTO by seniority. Seniority in the choice of PTO period(s) may only be exercised once.
- (f) Any other provision 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.
- (g) 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.



- (h) 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.

NOTE: It is understood and agreed upon by the parties that the acceptance of this proposal will result in the elimination of Article XIII, Section 13 (n) "Recognition" and all other pertinent provisions under the attendance program. Further, those employees who have "earned" perfect attendance time under these provisions hereby surrender their time and accept the Paid Time Off as proposed in this agreement as the only time employees are eligible to receive and take as paid time off on and after June 1, 2005.

**ARTICLE VI
HOLIDAYS**

SECTION 1: AUTHORIZED HOLIDAYS

- (a) The following days shall be paid holidays for employees covered by this agreement, except for employees who are "absentees."

AUTHORIZED PAID HOLIDAYS:

- New Year's Day
- Memorial Day
- Independence Day (July 4)
- Thanksgiving Day
- Labor Day
- Christmas Day

- (b) WEEKEND OBSERVANCE. On those occasions when authorized holidays listed in Section 1(a) above fall on Saturday, the preceding Friday will be observed as the authorized holiday. If the holiday falls on Sunday, the Monday immediately following such Sunday, shall be observed as the holiday.

- (c) **ABSENTEE.** The term “absentee” as used in Section 1(a) is defined as any employee who does not work on a holiday and who is absent for assigned work on the next scheduled work day, either immediately preceding or following the holiday without being excused by his supervisor prior to such absence, or any employee who is scheduled to work and is absent on the holiday without being excused by his supervisor prior to such absence. However, if any such absence, either on the next scheduled work day immediately preceding or following such holiday is due to illness, the employee shall not be classified as an “absentee”. Illness must be established by presenting a medical doctor’s certificate of inability to work.
- (d) An additional day of PTO shall be granted when an authorized holiday falls within an employee’s PTO period. R
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- (e) Regular employees not required to work on an authorized holiday shall be paid a holiday allowance equal to eight (8) hours times their basic hourly rate of pay.

**ARTICLE VII
LEAVES**

SECTION 1: PERSONAL LEAVES OF ABSENCE

- (a) Applications for personal leaves of absence for cause other than sickness disability shall be in writing and state the reasons why such leave is sought and shall be acted upon or granted when, in the judgment of the Company, the services of the employee can be spared. If granted for a period of time not longer than 180 days, an employee shall retain his or her seniority, but shall not accumulate seniority nor advance upon the progression wage schedule during such absence. R
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(b) EMPLOYEE RETURNING FROM PERSONAL LEAVE OF ABSENCE. Employees returning to work from personal leave of absence shall take their place on the seniority roster in the department and reporting location from which the leave of absence was granted.

(c) In accordance with this Article, employees who are on leaves of absence shall be unpaid. However, if an employee has qualified for PTO pay prior to commencing the leave, the employee shall be required to use such PTO during the leave of absence, except for 1 week, which the employee may elect to take later in the PTO year. Such PTO used in conjunction with this leave shall be counted toward the build-up of the leave period. With the exception of one week of PTO, employees shall be required to exhaust all other paid time prior to commencing a leave.

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(d) Leaves of absence for other than personal reasons under this section shall be in one of the following categories:

1. Employee Illness & Injury Leave
2. Family and Medical Leave (FMLA) including:
 - a. Employee Illness & Injury Leave when FMLA qualified
 - b. Leave to care for a newborn or newly adopted or newly placed foster child.
 - c. Leave to care for an employee's spouse, child or parent with a serious health condition.

SECTION 2: EMPLOYEE ILLNESS & INJURY LEAVE

(a) Leave of absence due to employee illness or injury. Regular employees whose illness or injury requires that they be absent from work may request up to a one year leave of absence which includes any approved Short-Term Disability leave associated with the illness or injury. An employee returning from a leave of absence for the employee's illness or injury shall be required to furnish a fitness for duty statement prior to assuming his/her job duties.

- (1) An employee's current benefits will continue through the end of the month in which an approved leave of absence becomes effective.
- (2) Employees on unpaid leaves of absence may continue their health benefits (medical and dental) in accordance with COBRA. The health benefits are made available at 102% of the Company's rate. Employees must submit payment to the Human Resources Department as instructed when leave confirmation is issued.
- (3) Other deductions (Savings Plans, bonds, life insurance, credit union, etc.) will be discussed individually with the employee to determine continuation and payment procedures.

SECTION 3: SICKNESS DISABILITY

- (a) If an employee is required to be absent for health reasons, the Company may require a statement from a doctor which supports that absence from work. The Company may, at its own expense, require an independent medical examination (IME) and certification by a Company selected physician at any time during an illness/injury period. If the IME physician's determination does not support the need for time away from work, the employee may either elect to return to work or remain off work without benefits and request a third opinion offered by a physician agreed upon by both the Company and the employee to be used as the binding opinion. The lost wages, travel expenses, and the cost for this third opinion will be borne by the Company if the third opinion confirms the opinion of the employee's physician. The lost wages, travel expenses, and the cost for this third opinion will be borne by the employee if the third opinion confirms the IME's opinion. An employee that fails to return to work if a third opinion confirms the IME's opinion will cease to receive sickness benefits. The Company may also require a statement from the doctor that the employee is able to properly perform his work before returning the employee to work. If for health reasons, an employee is unable to perform his work in a proper manner, the Company may also require the employee to submit to an IME as described above in order to determine the employee's fitness for duty. If the employee is required to visit a Company selected physician, the Company will also pay for work time lost by the employee. Should the Company determine a need for an IME, it will notify the Union prior to scheduling said IME and discuss the reasons for requiring the IME. Both the employee and the Union will be provided a copy of the IME report.

(b) Eligibility for STD benefits begin on the sixth day of illness or injury for participants who miss consecutive workdays for a period of at least their regular workweek. Effective June 1, 2005 employees will be required to use PTO benefits for the first five consecutive scheduled workdays of absence for their own medical condition. If an employee does not have available PTO benefits for any portion of the first five days of illness, those days for which PTO is not available shall be non-paid.

(c) STD benefits for on-the-job and off-the-job illnesses, as defined in this section, shall be as follows:

Length of Service	# of weeks at 100% of base salary	# of weeks at 50% of base salary
Less than 1 year	0	0
1 yr. but < 2 yrs	2	24
2 yrs. but < 3 yrs	4	22
3 yrs. but < 4 yrs	6	20
4 yrs. but < 5 yrs	8	18
5 yrs. but < 6 yrs	10	16
6 yrs. but < 7 yrs	12	14
7 yrs. but < 8 yrs	14	12
8 yrs. but < 9 yrs	16	10
9 yrs. but < 10 yrs	18	8
10 yrs. but < 11 yrs	20	6
11 yrs. but < 12 yrs	22	4
12 yrs. but < 13 yrs	24	2
13 yrs. or >	26	0

(d) Benefits may be re-established to the maximum level by accumulating 182 days of active employment without any benefits being paid from the above schedule. Any Short-Term Disability benefits paid during a re-establishment period starts the count over and a new 182 day re-establishment date is set. In interpreting this provision, PTO, jury duty, union time or funeral leave as set forth in Article VII, Section 7 will not be considered as a break in performance of duty. Any other absences without pay to include but not limited to; leave of absence, union leave and military leave must be made up with an equal period of work.

- (e) Any eligible employee receiving benefits under the previous plan schedule on the effective date will continue to receive benefits under that plan schedule until either exhaustion of benefits occurs, or the employee returns to work on his/her regular work schedule.
- (f) Length of service shall be determined from the records of the Company.
- (g) Week as referred to in the above benefit schedules means an employee's normal work week.
- (h) Successive periods of sickness disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits. In the event an employee returns to work after a period of non-occupational disability and is again absent on account of sickness within 30 days of said return, any benefits on account of such further sickness shall begin on the first day of absence.
- (i) Full and half-pay benefits for employees working less than a full-time schedule shall be paid on a prorated basis.
- (j) Should an employee receive all of the benefits to which they are entitled and are still unable to return to their duties, the employee may request a leave of absence or be placed in a terminated status. An employee desiring a leave of absence, shall submit their request in writing no later than thirty (30) days prior to exhaustion of active employee benefits. Leaves of absence shall not constitute a break in continuity of service. A leave of absence for purpose of these regulations shall mean leave formally granted by the Company and such leave must be obtained before the time of absence begins.

- (k) Temporary, part-time and occasional employees as designated by the company are not eligible to receive benefits under this plan.
- (l) Employees not on duty due to lay-off, resignation, discharge, or leave of absence are not eligible for any benefits under this plan; nor shall any employee be entitled to receive sickness benefits for any time for which no wages are paid them by the Company.
- (m) **QUARANTINE:** In cases of unavoidable quarantine which a physician has approved, employees will be paid as if they were sick themselves, but not to exceed fourteen (14) days. Such time is to be charged against the employees regular sick leave benefits.

SECTION 4: STD COORDINATION WITH WORKERS' COMPENSATION BENEFITS

- (a) Employee STD benefits are coordinated with workers' compensation benefits for wage replacement. Employees receive the maximum payment available under either this plan or the workers' compensation state statute, but not the total sum of both benefits.
- (b) Once the employee has met the State waiting period for workers' compensation, the Company's designated Third Party Administrator (TPA) will issue a check for the workers' compensation benefit, which is the Temporary Total Disability or Temporary Partial Disability) TTD or TPD. Once the employee has met the STD waiting period, they may also start receiving a check from Sprint for the difference between the TTD amount, up to a maximum of 85% of their gross weekly salary.

- (c) If it is determined that the employees STD benefit of 50% is less than the workers' compensation benefit from the insurance company, their Sprint checks will cease and they will only receive a check from the TPA. During this time, FlexCare benefits are maintained and benefit deductions will suspend. Upon return to work, the suspended deductions will automatically be taken out of the employee's first paycheck on a pre-tax basis. If for some reason the employee does not return to work, they will be required to reimburse Sprint for the full cost of health care premiums and for co-payments for all other FlexCare benefits paid on the employees behalf while on leave. Special arrangements must be made for payment of savings plan loans or stock payments with the Benefits Department.
- (d) Employees have the option of using PTO time prior to workers' compensation eligibility. If the employee opts to use available PTO it is not reinstated with the eligibility of worker's compensation benefit.

SECTION 5: FAMILY AND MEDICAL LEAVE (FMLA)

- (a) FMLA Compliance. It is the Company's and Union's intention that the leave policy set forth in this Article comply in all respects with the Family and Medical Leave Act.
- (b) Leave of Absence to care for a newborn/newly placed adopted or foster child. A regular employee shall be entitled to a leave of absence up to 12 workweeks to care for a newborn child or to care for an adopted or foster child who has been placed with the employee. A leave for this purpose must be taken during the 12 month period beginning on the date of the birth or placement and may not be taken on an intermittent or reduced schedule basis.

- (c) Leave of Absence to care for a spouse, parent or child with a serious health condition. Regular employees will be entitled to a leave of absence of up to 12 workweeks to care for their spouse, child or parent when that individual has a serious health condition. A medical certification shall be required to obtain a leave of absence for this purpose.
- (d) Leave of absence because of an employee's own serious health condition which renders the employee unable to perform the functions of his/her position. Leaves of absence to care for a newborn or newly adopted/placed child and leaves of absence to care for a spouse, child or parent with a serious health condition, or leaves of absence for an employee's own serious health condition shall not exceed a total of 12 workweeks in any rolling 12-month calendar period either individually or aggregated with other leaves of absence granted pursuant to this section.
- (e) Notice required. If the need for a family or medical leave is foreseeable, the employee must give 30 days' notice to the Company. If such need is not foreseeable, the employee must give as much notice as possible.
- (f) During approved unpaid family/medical leave, Sprint will maintain employees' health benefits as if they were actively employed (employee rate vs. full cost). Employees may retain all other benefits by paying the full cost.
- (g) PTO and earned time off for attendance, will be earned in accordance with the respective contract guidelines.

- (h) If FMLA leaves are unpaid, employees must pay their portions of the health plan premium bi-weekly in conjunction with their regularly scheduled paydays. Information and instructions regarding continuation of health plan benefits and other payroll deductions will be communicated to employees via a Leave of Absence Payment Guide prepared by the Human Resources Department and issued to employees when FMLA leaves are granted.
- (i) In cases of foreseeable leaves, employees may request to have required premiums deducted from payroll checks prior to the actual leave. This will allow employees to continue paying their premiums tax-free.
- (j) Health coverage will cease if payment is more than 30 days late.
- (k) Employees who elect not to return to work at the end of approved FMLA leaves of absence will be required to reimburse the Company for the cost of health insurance premiums paid at the employee rate. This requirement is waived if the reason for not returning is due to the employee's own serious health condition.
- (l) FMLA leaves of absence may be taken intermittently or on a reduced leave schedule if medically necessary. The required medical Certification of Health Care Provided form, must indicate the medical necessity of intermittent or reduced work schedules and a schedule of visits or treatments.
- (m) Employees who are on an intermittent or reduced schedule leave may be temporarily transferred to an alternative position which better accommodates the recurring leave and which has equivalent pay and benefits.

- (n) Employees returning to work from FMLA leaves of absence because of their own serious health conditions will be required to provide medical certification stating that they are able to resume work.
- (o) Employees failing to provide the appropriate return to work certification will not be permitted to resume work until such form is provided.

SECTION 6: TEMPORARY BIDS

The Company may post a temporary bid for any vacancy created by a personal leave of absence or by sickness disability, using the procedure set forth in Article III.

SECTION 7: JURY DUTY

Any regular employee who has been lawfully summoned to report for jury service, or subpoenaed to appear as a witness in court, and who actually performs jury service, or appears as a witness, will be paid by the Company at his basic hourly straight time rate of pay for such regular time as he is required to be absent from duty, (not to exceed eight (8) hours per day), provided that:

- (1) Such employee notifies his immediate supervisor (outside the Bargaining Unit) of the receipt of such summons or subpoena on the employee's first scheduled work day following receipt of such summons or subpoena - unless prevented from so doing by conditions beyond the employee's control - will be assigned or reassigned, to a regular 8:00 a.m. to 5:00 p.m. day or shift for the period of such service.
- (2) Any such employee who on any day is excused from such jury or witness duty, at a time that will permit him to return to work for two hours or more, shall communicate with his immediate supervisor (outside the Bargaining Unit) for such assignment as is reasonable under the circumstances.

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SECTION 8: FUNERAL LEAVE

In the case of death in the immediate family of an employee, or anyone so related to the employee’s spouse, absence with pay for scheduled time will be granted for the day of the death to, and including the day after the funeral, not to exceed five (5) days. Additional time off without pay may be granted if necessary and requested. The term “immediate family” as used herein, is defined as mother, father, brother, sister, husband, wife, child, grandchild, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchild, step parents, or persons living in the same household of an employee.

In the case of death of an Aunt, Uncle, Niece, Nephew or anyone so related to the employee’s spouse, time off with or without pay will be granted for the day of the funeral without an occurrence. R | R

SECTION 9: MILITARY SERVICE

(a) Each employee entering Military Service on or after June 1, 1953, under Selective Service Act of 1940, as amended or as hereafter amended, shall receive all re-employment provisions as contained in that Act, and as contained in Veteran’s Readjustment Act of 1952, as amended.

(b) Reserve or National Guard Training. Employees who are members of a military reserve or National Guard Unit and who are required to serve two weeks annual active duty for training will be paid the difference between their military base pay and their regular pay for the two week period by the Company. If an employee’s military pay is greater than his regular pay received from the Company for the two week period, no adjustment will be made. Employees who leave their positions for a two

week period must advise their immediate supervisor as far in advance of the training period as possible. The employee must submit a copy of his military pay voucher to the Payroll Department so that the adjustment to make up the difference in pay can be made as soon after completion of the training period as possible. The Company's obligation to reimburse an employee for difference in pay for mandatory military service shall be limited to a maximum of two (2) weeks per calendar year. This policy will in no way affect the employee's PTO and is not intended to be in lieu of PTO leave of the employee.

- (c) Special or Emergency Military Duty. For special or emergency military duty with the Reserve and the Texas National Guard other than the annual summer encampment, to which military duty the employee has been ordered and for which duty he has not volunteered, each employee who is a member of the Reserve or Texas national Guard will be allowed a maximum of five (5) working days per calendar year off-duty with pay. Pay for the purpose of this section is considered basic rate of pay without differentials to which otherwise entitled. Off-duty days with pay to be allowed must be days on which the employee would have otherwise worked. The allowance of five (5) working days per calendar year cannot be accumulated from year to year. Any employee granted such leave of absence with pay for such special or emergency duty shall provide the Company, upon return from such duty, a letter from his commanding officer confirming that such service was not voluntary and stating the length of such duty.

SECTION 9: LEAVE OF ABSENCE FOR UNION BUSINESS MANAGER

- (a) An employee elected to serve as Business Manager of the Union shall be granted a leave of absence without pay from the Company during such term of office, provided that he gives notice to his District Manager at least twenty (20) days prior to the beginning of such leave. Only one such leave may be taken during a term of office and the leave of absence shall not exceed three (3) years. Furthermore, not more than one (1) employee shall be granted such leave at anytime. During such leave of absence the employee shall accumulate seniority and Company service, except seniority credit for the United System Employee Retirement Plan will be provided as in that plan. The employee and/or his dependents may retain coverage under the Company's health, life, and dental programs and the Company shall continue its premium contributions provided for in the agreement.

- (b) An employee other than the Business Manager who is elected or appointed to a full time Union position shall be granted a leave of absence without pay for the term of such office, not to exceed four (4) years. No Company benefits shall apply while on such leave and seniority shall not accumulate. One employee shall be entitled to one (1) such leave during the term of this agreement, provided that he gives notice to the District Manager at least twenty (20) days prior to the beginning of such leave.

SECTION 10: TIME OFF FOR UNION BUSINESS

- (a) Officers or Stewards of the Union, who are employees of the Company, will be afforded time off from their duties, without pay, to assist in the executive work of the Union, provided arrangements for such time off shall first be made with his or her supervisor at least seventy-two (72) hours in advance to avoid interference with Company operations. The notification time may be reduced or waived by mutual consent.

- (b) All conferences between these representatives and Management held during regular working hours shall be without loss of pay to such employees in cases where the meeting was called by the Company.

- (c) The Union shall provide the Company with a list of stewards by District. The list of stewards will be updated by the Union as changes in active stewards are made throughout the contract period.

- (d) The Union Contract Negotiating Committee shall consist of up to and including five (5) employees who will be excused from their job without loss of pay during regular scheduled work time for the purpose of attendance at collective bargaining sessions with the Company to negotiate changes, amendments, or modifications to this Agreement. Such employees shall be paid a maximum of eight (8) straight time hours per day at the base rate for regular scheduled work time lost while involved in such sessions. Paid time will cease at the expiration of the Agreement. Any lost time spent in collective bargaining sessions after the expiration of the Agreement will be without pay. The Company may elect to continue pay at its sole discretion.

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**ARTICLE VIII
GROUP HEALTH AND WELFARE BENEFITS
FLEXCARE PLAN**

SECTION 1: FLEXCARE PLAN

Effective June 1, 2005, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees subject to this Agreement in the FlexCare Plan as it is applicable to non-represented employees of the Company. The components of the FlexCare Plan available to employees subject to this Agreement include the following benefit options: Medical, Prescription Drug, Dental, Vision Care, 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.

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

The Company, at its sole discretion, shall designate the insurance carrier(s) and the agents(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 the Company first provide notice to the Bargaining Unit thereof.

The Company, in its sole discretion, may at any time amend or cancel any alternative plan it chooses to offer, but in the event of cancellation or other substantial amendment, any employee adversely effected shall be permitted coverage under the basic plan.

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As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on April 21, 2005, the Company reserves the right to amend or terminate any one of the various components of the FlexCare Plan at any time, including changing the deductibles, 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.

SECTION 2: VOLUNTARY BENEFITS PROGRAM

Effective June 1, 2005, 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 limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverages, and Legal Services.

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

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

ARTICLE IX
SENIORITY AND WAGE CREDIT

SECTION 1: PURPOSE

It is recognized that seniority rules are intended to provide maximum job protection for workers with the longest service, and to eliminate opportunities for favoritism and discrimination in employment by utilizing an objective measurement, length of service to determine the allocation of jobs.

SECTION 2: ESTABLISHMENT

- (a) Seniority shall be the relative status of employees in respect to length of service with the Company. Length of service for full-time regular employees shall be the total service with the Company, unbroken by discharge, in accordance with terms of this Agreement. Seniority between employees whose length of service is equal shall be determined by age, the employee oldest in age shall be deemed to have the greater seniority.

- (b) Employees who transfer or are hired directly into this bargaining unit, who were covered by another bargaining agreement at a Sprint/United Company, shall retain the seniority date they held at the former Company and that date shall become the seniority date within this Company. This paragraph is not retroactive and only applies if the Company from which the employee is transferring from has a like provision in their Labor Agreement.

- (c) The employee's seniority date shall not be used to determine the level of employee benefits. The employee benefits shall be determined based on the employee's System Service Date established by the Company.

- (d) Bridging of Company service for the purpose of determining length of participation in the Sprint Retirement Pension Plan for Bargaining Unit Employees and the Retirement Savings Plan for Bargaining Unit Employees will be governed solely by the provisions of such plans and applicable laws.
- (e) If any employee is transferred to a supervisory or other position so as to be excluded from the coverage of this Agreement, such employee shall retain his or her seniority in the position from which he or she was transferred and, in the event he or she shall be re-transferred to such position, shall resume the seniority which he or she had before transferring.

SECTION 3: SENIORITY APPLICATION

- (a) Insofar as practicable and consistent with rendering good telephone service, seniority shall apply as follows whenever more than one (1) employee has the qualifications and is capable of performing the work:
 - 1. Selection of employees for promotion to higher wage rated positions within the Bargaining Unit.
 - 2. Selection of scheduled working hours for which an employee is qualified in conformity with Article XI and XII.
 - 3. Selection of PTO periods in conformity with Article V.
 - 4. For the purposes of lay-offs, those employees who perform essentially the same type of work within the Company's working areas, and in conformity with Article XVII.
 - 5. Voluntary transfers and involuntary transfers.
 - 6. Temporary assignments.

- (b) Seniority shall be broken and employment terminated for the following reasons:
1. Quitting;
 2. Discharge for Cause;
 3. Absence for three (3) days without notification to the employee's supervisor (outside the Bargaining Unit) by telephone or in writing on or prior to the third (3rd) day; Notification of any absence shall be given to the employee's supervisor (outside the Bargaining Unit) before the start of the shift on the first day except in the case of illness or disability of such a serious nature that the employee cannot give such notification;
 4. Failure to report for work at the termination of a Leave of Absence or extension thereof;
 5. Failure of a laid-off employee to report for work within ten (10) days of notification sent to him by Registered Mail, Return Receipt Requested, to his last address on the Company's records; and
 6. Lay-off for a period equal to whichever is lesser of twelve (12) months or the employee's continuous service with the Company on the date of lay-off.

SECTION 4: WAGE CREDIT FOR REHIRES:

Employees rehired by the Company during the term of this agreement may receive credit, as determined by the Company, for past service, which shall be applicable to wage rates and for further progression in the wage schedules only.

SECTION 5: WAGE AND CREDIT FOR NEW HIRES:

Any credit which may be allowed for experience with other employers will apply for the purpose of establishing wage progression level only, and will not establish seniority for any other benefits under this agreement. The Company agrees that it will not allow credit for such experience so as to immediately place a new employee at the top of the applicable progression schedule and he will be placed no higher on such schedule than the second highest step in the schedule. After so placing an employee on the wage progression schedule, he shall move to the next higher level thereof upon completion of six (6) months or the other designated interval of time between such steps.

SECTION 6: SENIORITY LISTS:

A complete seniority list of all employees of the departments comprising the bargaining unit shall be furnished to the Union within thirty (30) days following the date of execution of this agreement and additions or deletions or changes of classification and rates of pay furnished the Union semi-annually thereafter during the term of this agreement.

**ARTICLE X
GENERAL PROVISIONS AND WORKING
CONDITIONS**

**SECTION 1: HOURS OF EMPLOYMENT - FULL TIME
WORK WEEK**

- (a) Forty (40) hours per week (not including lunch periods) within a calendar week, assigned on any of the days of such week, shall constitute a full-time work week. A work week shall begin at 12:00 a.m. Sunday and end at 12:00 Midnight Saturday.

- (b) Where assignments or re-assignments of shifts, tours or schedules are to be made, the Company will arrange the schedule of hours at its discretion, and after the schedule of hours is made, then employees preference in order of seniority shall be given consideration by the Company to the full extent permitted by the requirements of the service.
- (c) Except as provided elsewhere in this contract, each employee shall be paid at the applicable hourly rate for the time worked.

SECTION 2: REST PERIODS

- (a) Each employee covered hereby shall receive a paid rest period of fifteen (15) minutes during each of the two divisions of his or her day's work.
- (b) Within the requirements of the work load, such periods shall be given as nearly as possible to the middle of such work period. Employees held after their regular day's schedule of work shall be entitled to a fifteen (15) minute paid rest period prior to beginning their additional assignment, provided it is two (2) hours or more in duration.
- (c) Employees called in to work two (2) hours or more before the start of their regular day's schedule shall be entitled to a fifteen (15) minutes paid rest period prior to the start of their regular assignment.
- (d) Employees who have worked sixteen (16) consecutive hours or more, shall be required by the Company to take an eight (8) hour rest period. If such rest period extends into their regularly scheduled work time, they shall be paid for such scheduled hours as though they had actually worked.

SECTION 3: MEAL ALLOWANCE

- (a) It must be understood that lunch periods will not exceed one hour which includes driving time to and from the eating location. If it is obvious that the one hour lunch break cannot be met, the employee will be required to carry his lunch.

SECTION 4: PAYCHECKS

Employees electing to receive pay via direct bank deposit shall be paid on the Friday following each bi-weekly pay period and the pay weeks shall be recognized as starting on Sunday and ending on Saturday. Employees electing not to receive their paycheck via direct bank deposit will have their paycheck mailed to their home via U.S. Mail on the Wednesday following each bi-weekly pay period and the pay weeks shall be recognized as starting on Sunday and ending on Saturday. The Company will not be held responsible for delays in paycheck delivery caused by the U.S. Mail system. The employee shall be provided a statement of earnings including all deductions from the employee's earnings which shall be listed on such statement.

SECTION 5: BULLETIN BOARDS

The Company will provide space on Bulletin Boards in each reporting location for Union use. The Bulletin Board space shall be used only for:

- (a) Notices and announcements of the Union pertaining to the following:
 - 1. Meetings and convention calls of the Union.
 - 2. Nominations and results of elections of the Union.
 - 3. Appointments to Union offices, stewards and committees.
 - 4. Social, educational and recreational affairs of the Union.
- (b) Full or partial copies of collective bargaining agreements concluded by the Union and the Company.

- (c) Announcements or letters issued jointly by the Union and the Company.
- (d) Material posted shall not contain anything of a controversial or political nature, or anything derogatory, to the Company, its management, or any of its employees.

SECTION 6: DISCIPLINARY DOCUMENTATION

All written reprimands and suspensions will remain active in the employee's personnel file for two (2) years from the date of issuance of such document. After two years those documents will become inactive and will not be used as a basis for progressive discipline in the future.

SECTION 7: TRAINING EXPENSES

Employees who incur travel and subsistence expenses due to a training assignment shall be reimbursed in accordance with this section of the Labor Agreement. Reimbursement is for certain normal and reasonable expenses incurred while attending Company sponsored training. It is not intended to provide full reimbursement for all personal expenses incurred by the employee.

- (a) For each day of training requiring an employee to stay overnight, a fixed per diem amount of reimbursement is set at \$35.00. The per diem allowance is intended to provide reasonable reimbursement for meals and laundry.
- (b) Due to the location of the training site, it may become necessary to provide reimbursement based upon reasonable expenses. With approval from the employee's supervisor these expenses shall be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice.

- (c) Reasonable receipted expenses incurred on travel days shall be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice.
- (d) When employees are required to attend training within the district away from their normal exchange area, noon meals will be reimbursed not to exceed \$8.00. In order to receive reimbursement employees must submit the meal receipt to their immediate supervisor for approval. R
- (e) All other expenses, including lodging, rental cars, and telephone expenses, shall be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice. R

SECTION 8: TRAVEL TO AND FROM TRAINING LOCATION

- (a) The actual cost, by the most suitable means of public transportation, is reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice. This would include public transportation to and from the training location, authorized intermittent return trips and local transportation while at the training location.
- (b) An employee may be authorized to drive his/her private vehicle. The total reimbursable amount for travel time pay, mileage and other associated expenses, such as toll road fees, shall not exceed costs normally incurred when utilizing the mode of transportation specified by management. Personal vehicle mileage will be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice and based on the most direct highway route.
- (c) If a Company vehicle is provided, enroute expenses not charged to the vehicle credit card system such as gas, oil and emergency repairs or toll road fees are reimbursable.

- (d) No employee shall leave a training session prior to its conclusion to begin his/her return trip home.
- (e) Employees released from training four (4) or more hours prior to their commercial carrier departure, are expected to make a reasonable effort to reschedule their departure arrangements permitting an earlier departure and return trip home.
- (f) Paid work hours for travel to and from a training site shall be limited to the hours required to reach the site by Commercial Carrier. This shall include no more than one hour waiting time prior to any commercial carrier departure.
- (g) Upon arrival at the employee's home or work location the employee is expected to report to his/her supervisor or work location to finish a normal workday. However, if this day is an overtime day, the employee's time would stop upon reaching his/her location.

SECTION 9: TRAVELING FROM TRAINING LOCATION TO HOME BEFORE COMPLETION OF TRAINING SESSION

- (a) Employees enrolled in training programs four (4) weeks in length are reimbursed for the expenses of a return home visit on the second weekend, or with advance management approval, the spouse may visit the training location.
- (b) Employees enrolled in training programs five (5) or more weeks in length are reimbursed for the expenses of a return home visit every third weekend, or with advance management approval, the spouse may visit the training location.

- (c) If the employee prefers to have the spouse visit the training location as an alternative to the return home visit, the travel expense for the spouse is reimbursable only when specifically approved in advance. Reimbursable transportation expenses for the spouse are the same as for the employee.
- (d) All other trips to and from home or any other destination are at the employee's expense.

SECTION 10: EXPENSE REPORTS

- (a) The employee is responsible for reporting expenses and providing receipts in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice.
- (b) With timely expense reporting by the employee as indicated by paragraph (a) above, the Company agrees to be fully responsible for payment to GE Capital for all legitimate business expenses incurred by the employee when traveling on behalf of the Company.
- (c) A cash advance to cover the per diem expenses should be utilized using the ATM withdraw option on the employee's GE Corporate Card. The cash advance should be reported on the employee's expense report in the Per Diem category and the ATM fees should be reported in the ATM fees category. Both the cash advance and associated ATM fees should be charged to the Corporate Card.

SECTION 11: LOCAL TRANSPORTATION AT TRAINING CENTER

- (a) Company pool vehicles may be provided when available for local transportation. Other arrangements may be made to transport students to and from the Training Center and the motel.

- (b) Arrangements for local transportation should be made prior to attending out-Company training sessions. This may require advance arrangements for rental vehicles when authorized. If approved, rental vehicles are to be economy, compact type vehicles. Management shall determine the need for local transportation depending on training location, length of course, and number of students attending.

SECTION 12: HOME GARAGING

- (a) There will be established a Home Garaging Program to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.

- (b) The Home Garaging Program will be implemented only within administrative work units where some or all of the employees normally use a Company-provided motor vehicle in order to perform their work. The decision to implement and to continue the program within any such administrative work unit will be within Management’s discretion.

- (c) When the Home Garaging Program is introduced within an administrative work unit all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. However, employees shall be required to reside within a radius of 25 miles of a physical reference point (as defined by the most direct highway route) to be eligible to participate in the “Home Garaging Program” unless agreed to by the

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Company. If an employee elects not to participate, Management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.

- (d) Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.
- (e) Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.

SECTION 13: ATTENDANCE PROGRAM

- A. The Attendance Program is based upon the following precepts:
 - (1) Having a program that will positively impact the overwhelming majority of employees who are conscientious in terms of their attendance and punctuality.
 - (2) Establishing a program that is reasonable, just and fair.
 - (3) Establishing standards for employee punctuality and attendance.
 - (4) Recognition of employees who achieve and maintain a perfect attendance record.
 - (5) Instituting a program that is manageable and maintainable.

- B. The Company recognizes that in some instances valid reasons for absences may exist. However, satisfactory attendance is a qualification for employment in every job classification.
- C. Tardiness is a special form of absenteeism that requires consideration and treatment under the Attendance Program. While most occasions of tardiness are not as disruptive to the orderly provision of service as are half and whole days of absence, tardiness can create significant service delays and cause inconveniences to other employees in the work group.
- D. The employee is responsible for his/her attendance and compliance with attendance requirements as follows:
- (1) The employee is responsible for timely notification to the immediate supervisor when unscheduled absences are necessary.
 - (2) An employee who is unable to report for work or who will be delayed is responsible for personally notifying his/her immediate supervisor of an absence prior to the beginning of the work tour or, in an emergency situation, as soon as is practical. Approval of PTO in lieu of the absence must be obtained at the time the absence is approved.
 - (3) Failure of an employee to notify his/her supervisor of an absence on a timely basis may result in disciplinary action, up to and including dismissal.

- E. The immediate supervisor is responsible for administration of the Attendance Program within his/her work group as follows:
- (1) Ensuring the maintenance and confidentiality of accurate attendance records and preparing all necessary documentation associated with the Attendance Program.
 - (2) Administering the Corrective Action Plan (CAP).
 - (3) Initiating all recognition and reward procedures for attendance.
 - (4) Assisting employees in eliminating factors which impede satisfactory attendance, including referral to the Employee Assistance Program (EAP), if appropriate.
 - (5) Evaluating employee requests for personal time off and whether such absences should be chargeable or nonchargeable.
- F. Employees shall be notified of all occurrences (chargeable or nonchargeable) within a reasonable period of time (normally no more than two (2) weeks).
- G. A supervisor of an employee, whose excessive absence indicates signs of economic unemployability shall confer with the Labor & Industrial Relations Manager of the Human Resources Department. Appropriate disciplinary action will be determined on an individual basis exclusive of the Corrective Action Plan and will be an evaluation based on cumulative attendance records, causes of the absenteeism, prognosis for elimination of the causes, and any relevant mitigating circumstances.

- H. An employee shall be considered to have VOLUNTARILY QUIT WITHOUT NOTICE and separated from the payroll after having been absent for three (3) consecutive work days without notification to the immediate supervisor concerning the absence unless mitigating circumstances, as determined appropriate by the company, prevented such notice.
- I. Discussions with employees, regarding attendance issues that are not elsewhere recorded (including recognition, verbal counseling, reports of absence, etc.) shall be recorded on the Attendance Record, or in some other acceptable manner, for retention in the employee's file.
- J. Situations may arise which are not covered by the Attendance Program or which require special consideration. In this event, an exception to the policy may be justified. Such exceptions should receive the prior review of the Labor Relations Section of the Human Resources Department.

K. **DEFINITIONS**

1. Tardiness - Employees reporting late to the work assignment up to and including one hour after the scheduled reporting time. Tardiness includes late return from relief and meal periods.
2. Absences - Any period of time beyond one hour after the scheduled reporting time when an employee is absent from the work schedule (except tardiness as outlined in paragraph 1), for both chargeable and nonchargeable occurrences.
 - (a) Chargeable Absence - Chargeable absences shall include, but not be limited to, non-FMLA sickness, injury, off-the-job accidents, preventable on-the-job injuries and accidents, and any absence due to family sickness or injury, except for approved personal time.

- (b) Nonchargeable Absence - Absences identified as nonchargeable, shall include, but not be limited to:
- (1) Approved or previously scheduled holidays.
 - (2) Approved or previously scheduled PTO.
 - (3) Death in family/funeral attendance (as defined in Labor Agreements and policies).
 - (4) Jury duty/subpoenaed witnesses (as defined in Labor Agreements and practices).
 - (5) Voting, in accordance with any applicable state laws.
 - (6) Participation in Pioneer or Company sponsored civic or professional activities, approved by the immediate supervisor.
 - (7) Approved union activities.
 - (8) Surplus time: Unpaid time, originated by the Company, when service requirements or workload permit a temporary reduction in scheduled work hours. It must be mutually agreed upon in advance by the supervisor and employee.
 - (9) Company authorized absence: Absence resulting from an official early dismissal of employees, (e.g.: severe weather conditions); absences resulting from “house hunting” trips associated with job transfers; or absence resulting from voluntary fire or ambulance duty.

(10) A tardy employee shall have the opportunity to discuss the reason for such an absence with the immediate supervisor. Based on the discussion, the supervisor may opt to waive the chargeable occurrence. The supervisory option to waive a tardy is restricted to two occurrences per month and no more than 12 in a calendar year. The time must be made up within the work week in which the tardiness occurred. Additional tardiness in the same calendar year shall be a chargeable occurrence, whether or not the time is made up.

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(c) Although the following absences are identified as non-chargeable, they are not applicable toward earned time off:

- (1) Job-related accidents, injuries or illnesses.
- (2) Paid suspensions.
- (3) Approved leaves of absence (as defined in Labor Agreements).
- (4) Company-initiated lay-offs.
- (5) Excused time for military duty (as defined in Labor Agreements).

3. Occurrence - Chargeable absence or tardy. Occurrences are recorded as set out below:

(a) One-half occurrence is charged when the employee is absent or tardy from the work assignment for any chargeable reason for a period not exceeding four (4) hours.

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- (b) One whole occurrence is charged when an employee is absent for any chargeable reason for a period in excess four (4) hours, or fails to report to work for one (1) or more consecutive days.
- (c) If a regular part-time employee is absent from the work assignment for any chargeable absence for up to fifty percent of their normal scheduled work hours, one-half occurrence is charged.
- (d) If a regular part-time employee is absent from the work assignment for any chargeable absence in excess of fifty percent of their normal scheduled work hours, one whole occurrence is charged.
- (e) If an employee is absent due to sickness and is released by his/her physician to return to work, subject to follow-up visit(s) or treatment(s), any absence resulting from such visit is considered as a part of the original occurrence. Examples of such absences include but are not limited to: pregnancy, cancer treatments, dialysis treatments, physical therapy treatments, etc. In such instances, employees shall record any absences relating to the original occurrence as S-07 to avoid being charged additional occurrences.

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- (f) An employee who is absent from work because of a preventable on-the-job injury or accident is charged one-half or one whole occurrence based on the length of the absence. If the employee incurs subsequent absences related to the initial on-the-job injury/accident, such subsequent absence is considered a part of the original occurrence and will be reported as an S-07 pay code on the Time Report.
 - (g) If an employee is absent due to sickness and returns to work and is again absent because of a relapse of the original sickness, within three working days of the return, such absence is considered as part of the original occurrence and will be reported as an S-07 pay code on the Time Report.
4. Perfect Attendance - Is the demonstrated ability to be on the job on time each day within a calendar year with the exception of approved, scheduled PTO and holidays.
5. Economically Unemployable - An employee may be considered economically unemployable when cumulative absences from work are such that the employee's abilities to be productive are substantially reduced. This condition may result from an extended absence, a series of extended absences, a series of short-term absences, or a combination of these absences over a period of time. Discipline for an employee deemed economically unemployable shall be administered on an individual basis exclusive of the Corrective Action Plan.

L. POINT SYSTEM

1. New hires or transferred employees from United companies outside of the Midwest shall begin employment with a "0" point balance.
2. For each 30 calendar days in which an employee works the hours scheduled, one half point (+.5) will be recorded on the employee's Attendance Record. Such points are accumulated and can be used to offset negative points. The accumulation of points is limited to a maximum of three (+3) at any one time. Absences including PTO, paid holidays, jury duty, approved Union business and paid funeral leave shall be accumulated toward earning positive points.
3. Job-related injuries, military service, disciplinary suspensions, layoffs, and approved leaves of absence will stop the counting of days for earning points by the actual number of scheduled working days absent. Counting will be resumed upon an employee's return to work.
4. A whole occurrence will be assessed a negative one (-1) point and a one-half occurrence will be assessed a negative one-half (-.5) point. The counting of days for the purpose of determining earned points will stop with the last day worked prior to the chargeable occurrence. Fractional points will not be awarded. Under no circumstances may an employee be assessed more than a negative one (-1) point during any one workday. The first day worked following the chargeable occurrence will be the first day of a new 30-day period for the purpose of earning points.

5. An automated Attendance Record is generated from pay code entry on employee's time reports. The automated report is distributed to immediate supervisors on a calendar quarter basis. In addition, a monthly distribution of the reports will be made to immediate supervisors for employees showing a minus point value.

M. CORRECTIVE ACTION PLAN

1. When an employee is assessed a chargeable occurrence, the employee's point balance will be computed. Appropriate corrective action will be taken as warranted.
2. The progressive steps of corrective action are as follows:
 - (a) First Step - Upon reaching a point balance of minus one (-1), an employee shall be counseled privately by the immediate supervisor. The counseling constitutes a verbal warning and will be documented by the supervisor, either on the attendance record or by placing a note in the employee's supervisory file, and recorded as a verbal counseling.
 - (b) Second Step - Upon accumulating a point balance of minus two (-2), an employee shall be counseled by the immediate supervisor and given a Notice of Occurrence, attached to a Letter of Warning in which attendance requirements and the consequences of continued absence are outlined. A copy of the Letter of Warning shall be forwarded to the Human Resources Department for retention in the employee's personnel file.

- (c) Third Step - Upon accumulating a point balance of minus three (-3), the employee will again be issued a Notice of Occurrence to which the Final Letter of Warning is attached informing the employee that continued employment will be determined by the employee's future attendance. Such final written warning will be issued by the District Manager or General Manager. A copy of the final written warning shall be forwarded to the Human Resources Department to be placed in the employee's personnel file. A copy will be furnished to the appropriate union official.
- (d) Fourth Step - An employee will be subject to termination upon accumulating a point balance of minus four (-4) occurrences.

NOTE: Suspensions are deemed to be counter-productive to the intent of an attendance program; therefore, suspensions are specifically excluded from this corrective action plan.

3. The third occasion within a one-year period calling for treatment at the same progressive step of discipline as listed above will subject the employee to treatment at the next higher step.
4. Treatment of an employee deemed economically unemployable shall be administered on an individual basis exclusive of the Corrective Action Plan described above.

SECTION 14: REPORTING

- (a) Each employee shall be assigned to a reporting location.
- (b) The normal place of reporting shall be the Central Office, Garage or Storeroom designated by the supervisor/manager, or the location where the work is to be performed. Supervisors will determine and designate the classifications and number of employees required at each location. Within these requirements, employees may select their normal place or reporting by seniority.
- (c) When any employee has been assigned to a reporting location, the Company will not change said reporting location without giving the employee involved at least sixty (60) days advance notice of its intentions. This advanced notice is not required where a change in the reporting location is being made at the request of the employee involved.
- (d) The Company will make an effort to allow an employee to work near his home, when possible. When this type of “transfer” is honored, the Company is not obligated to pay relocation expenses as defined in Section 15.

SECTION 15: RELOCATION EXPENSE

When the Company finds it necessary to effect a “transfer” of employees from one reporting location to another reporting location, it shall be done in the following steps:

- 1) The Company shall first notify in writing all employees in the classification at the location involved and the Local Union as to the number of employees that are to be moved. Such notice shall be given at least sixty (60) calendar days prior to the move.
- 2) The employees desiring to be transferred to the new location shall notify in writing, the immediate supervisor within thirty (30) calendar days of the notice of their acceptance or rejection of the transfer.

- 3) If no employees desire to be moved, the least senior employee or employees of that classification shall be transferred.
- 4) The Company may elect to discontinue the intended transfer at this step.
- 5) When the employee's reporting location is changed, as provided in this section, the Company shall pay \$1,000 for the physical moving expenses. The payment will be made at the completion of the move to the new residence.
- 6) The physical move must be completed within one year from the time the employee begins working at the new reporting location to be eligible for step 5.
- 7) The job at the new location under this Section will be exempted from the normal job bidding procedure.

SECTION 16: EXPENSE WHILE WORKING OUT OF TOWN OVERNIGHT

- (a) When employees are assigned out of town, away from their reporting location for more than one day, the following provisions will apply:
- (b) For distances over 50 miles, the Company may require employees to stay overnight in which event the company will pay a partial per diem for meals and personal laundry of \$35.00. He or she shall also be entitled to receive Company paid lodging. No more than two employees will be assigned per room. The first day travel to the job shall be by Company vehicle on Company time. Upon completion of the job the employee shall return to his or her permanent location by Company vehicle on Company time.

- (c) For distances of 50 miles or less, the employee has the option of either staying overnight, with partial per diem as listed in (b) above or commuting to the job location. When commuting, the employee shall provide his or her own transportation and, with the exception of the first day of travel to the job and the last day of travel upon completion of the job, travel shall be on his or her own time. When commuting to a job site, mileage reimbursement shall be in accordance with the Sprint Employee Travel and Entertainment Financial Expense Practice. This mileage reimbursement shall apply for not more than one car per each four employees. At no time will the Company pay a mileage allowance in excess of fifty (50) miles one way.
- (d) Expense reimbursement will be in accordance with Article X, Section 10.

**ARTICLE XI
DEPARTMENT WORK SCHEDULES AND
PROVISIONS
NETWORK SERVICE, INSTALLATION AND REPAIR,
CONSTRUCTION, WAREHOUSE**

SECTION 1: WAGES

The wage rates for these functions are shown in the Schedule of Wages attached hereto and made a part hereof.

SECTION 2: WORK SCHEDULES

Work schedules for the following month shall be posted by 12:00 noon on Thursday preceding the beginning of the new monthly schedule. The hours and days shall be the same each work week of the monthly schedule. Employees shall promptly review same and make any alleged error known to their supervisor prior to 12:00 noon on the Friday preceding the beginning of the monthly work schedule. Work schedules not

changed prior to 12:00 noon on said Friday shall remain in effect except that any work schedules may be changed by the Company if necessary, to meet requirements of service. Employees shall receive as much notice as possible of changes in work schedules. After 12:00 noon on said Friday, no exchange in assignments or trade-outs will be permitted unless approved by the Company in advance. No trade-outs will be permitted which would require payment of overtime.

SECTION 3: TOOLS

The Company shall furnish all proper and necessary hand tools to each employee as required, consisting of at least one of the following: Lineman's pliers, large screwdriver, small screwdriver, diagonal pliers, long nosed pliers, terminal wrench, one tool pouch, plus one hand drill per truck. Employees who are hired after the effective date hereof, who are required by the company to utilize Linesman's body tools in the performance of their jobs, will be provided with such tools by the Company; at its cost. Such tools will comply with standards established by the company. Employees presently performing such jobs shall continue to use their own Lineman's body tools but same will be exchanged for Company furnished replacements upon such tools becoming unserviceable or unsafe, in the opinion of the Company. The employee to whom tools have been furnished shall be responsible for their return in good condition (ordinary wear and tear excepted) and shall pay to the Company the cost of any tools lost or carelessly damaged.

SECTION 4: NIGHT DIFFERENTIAL PAY

When a regularly scheduled shift of a Plant employee includes hours between 8:00 p.m. and 8:00 a.m., he shall receive night differential pay equal to ten percent (10%) of his regular hourly rate of pay for each hour worked between 8:00 p.m. and 8:00 a.m. Such night differential pay shall be in addition to his regular hourly rate.

SECTION 5: RADIOTELEPHONE DIFFERENTIAL

Any employee who holds a general radiotelephone license (Formerly a first or second class radiotelephone license) will receive a four percent (4%) per hour pay differential while he is performing duties that require the FCC license. The employee must present his current certification showing license classification, certificate number and expiration date.

**ARTICLE XII
DEPARTMENTAL WORK SCHEDULES AND
PROVISIONS, SERVICE CENTER**

SECTION 1: WAGES

The wage rate for all bargaining unit employees including those the Service Center are shown in the schedule of wages attached and made a part hereof.

SECTION 2: DIFFERENTIALS

(a) When a regularly scheduled shift of a Service Center employee includes hours between 7:00 p.m. and 7:00 a.m. he/she shall receive night differential pay in the amount of (\$1.00) for each hour worked between 7:00 p.m. and 7:00 a.m. Such night differential pay shall be in addition to his/her regular hourly rate.

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(b) An employee who is working at a location which has the normal day-to-day responsibilities for responding to foreign language customers, shall be eligible to receive differential pay in the amount of (\$1.00) for each hour the employee is responsible for utilizing a second language. Employees responsible for utilizing a second language shall be required to maintain the department's standard proficiency in the foreign language. The Company, in its sole discretion, will determine if the employee has maintained their proficiency and are eligible to receive the differential.

- (c) Employees selected to serve, as a “Coach” shall have the responsibility of providing assistance and training to other employees in the call center, taking escalated customer calls and performing other administrative duties for the supervisor. Employees will receive differential pay in the amount of (\$1.00) for each hour the employee is assigned to this job function in addition to their hourly wage rate. Employees serving in the capacity of coach shall be considered to be a separate work group for scheduling purposes. The Company reserves the right in its sole discretion to appoint or remove an employee from the job function of coach in accordance with the needs of the business. The employee’s qualifications and seniority will be considered when making selection decisions.

- (d) Employees assigned by the Company to perform side-by-side instructional training with Service Center employee(s) for a minimum of 1 hour will receive differential pay in the amount of (\$1.00) for each hour the employee is assigned to that role in addition to their hourly wage rate.

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SECTION 3: WORK SCHEDULES

Work schedules for the following two weeks shall be posted by 12:00 noon on the Thursday preceding the beginning of the two week schedule. Employees shall promptly review the schedule and make any alleged error known to their supervisor prior to 12:00 noon on the Friday preceding the beginning of the two week work schedule. Work schedules not changed prior to 12:00 noon on said Friday shall remain in effect except that any work schedules may be changed by the Company if necessary, to meet requirements of service. Employees shall receive as much notice as possible of changes in work schedules. After 12:00 noon on said Friday, no exchange in assignment or trade-outs will be permitted unless approved by the Company in

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advance. No trade-outs will be permitted which would require payment of overtime. Under normal conditions, tour preference changes must be submitted by 12:00 noon Monday prior to the posting of the two week schedule.

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ARTICLE XIII

NO DISCRIMINATION - RIGHTS OF MANAGEMENT

SECTION 1: NO DISCRIMINATION

The Company agrees that there shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents, against any employee because of lawful activities by them on behalf of the Local Union, and likewise, the Union and its members agree not to interfere with, coerce or intimidate any employee because of non-membership therein. The Company and the Union mutually agree that they will not discriminate against such employees or applicants for employment because of race, age, color, sex, religion, creed, national origin and shall take all actions necessary to comply with the Americans with Disabilities Act.

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

SECTION 2: RIGHTS OF MANAGEMENT

The right to hire, re-assign, promote, demote, lay-off and discharge employees for just and lawful cause, and the disposition and number of the working forces shall rest solely and exclusively in the Company.

All rights and privileges which ordinarily are vested in the management except those which are clearly relinquished herein by the Company, will continue to be vested in and exercised by the Company.

At the discretion of management due to service requirements, bargaining unit employees may be required to work at other Company locations outside the bargaining unit on a temporary basis. Similarly, non-bargaining unit employees assigned to Company work locations may be required to perform bargaining unit work on a temporary basis. The use of this provision is not intended to be the direct cause of a reduction of current employees.

The parties agree that the assignment of bargaining unit work to non-unit employees and the assignment of non-bargaining unit work to bargaining unit employees as permitted under this agreement is not intended in any way to affect the separate community of interest shared by each group of employees, nor to result in an accretion of one group of employees into another.

ARTICLE XIV NO STRIKE - NO LOCKOUT

During the term of and while this agreement is in effect, it is R
agreed between the parties hereto there shall be no strike or
work stoppage of any nature or condition whatsoever, to include
sympathy strikes, and there shall be no lockout of any nature or
condition whatsoever.

It is further agreed that no employee shall be required to cross
any picket line established at the property of any subscriber.
However, if an employee elects not to enter upon such property,
service or maintenance of services at said property may be
performed by the employer in any manner as it may determine.

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ARTICLE XV
VOLUNTARY REVOCABLE DUES - DEDUCTION
PLAN

SECTION 1: PAYROLL DEDUCTIONS

Payroll deductions for Union fees shall be made monthly only upon receipt by the Company of written instructions from the individual employee, other than probationary, trainee or beginner employees, and shall continue until canceled as provided on the dues deduction card. All such payroll deductions will be made from the payroll for the first paycheck of each month.

SECTION 2: UNION MEMBERSHIP FEES

Union membership fees shall be deducted upon presentation to the Company of authorization in writing signed by the individual employee who is a Union member, utilizing the dues deduction card as provided by the Union and is made a part of this agreement as if printed herein.

SECTION 3: AUTHORIZATION TEXT

For Informational Purposes, The Following is the Text of The “Payroll Deduction Authorization for Organization Dues Or Contributions”:

I hereby authorize and direct the Company to deduct from my pay an amount equal to the dues and the initiation fees in the amounts fixed in accordance with the Bylaws of Local Union No. 20 and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union’s cost of representing me for the purpose of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed): _____

Signature: _____

Date: _____

Dept. _____

**ARTICLE XVI
SAFETY**

SECTION 1: SAFETY RESPONSIBILITY

The Company is responsible for providing a safe workplace. The Company and the Union shall cooperate in continuing the objective to eliminate accidents. The Company shall make reasonable provisions for the safety of its employees during working hours. It shall be the exclusive responsibility of the Employer to insure compliance with all safety rules and regulations. All unsafe conditions, tools, or equipment shall be reported by the employee to the appropriate supervisor immediately. The Company will repair or replace any unsafe equipment.

SECTION 2: SAFETY MEETINGS

The Company agrees that general safety meetings will be held by the Company for the benefit of the Company and its employees on a monthly basis. Safety meetings will consist of varied safety topics and adequate time shall be allowed to cover safety topics to be discussed at the meeting. During these meetings employees should raise any safety concerns and the Company agrees to respond to them appropriately.

SECTION 3: SAFETY RULES

Employees will be expected to abide by the safety rules of the Company and to wear protective clothing and devices where furnished or required.

SECTION 4: SEVERE LIGHTNING STORMS

In cases of severe lightning storms, when a hazardous condition exists, the outside employees will be given other work assignments inside except in cases where essential services are involved or to save life. Essential services will consist of, but not be limited to, hospitals, police departments, sheriff departments, prisons, fire departments, Department of Public Safety, doctors' residences, homes for the aged, and schools.

ARTICLE XVII LAY-OFF AND RECALL

SECTION 1: LAYOFF NOTICE

Whenever possible, the Company shall give to the Union and employees affected two weeks notice of all proposed lay-offs.

SECTION 2: LAYOFF AND REHIRING PROCEDURE

In the event there is lack of work in any job title in any work location for employees covered by this Agreement, the Company shall decide the necessity for and the extent of the force adjustment, and the following shall be the lay-off and rehiring procedure, subject to provisions set forth in other Sections of this Agreement:

(a) If 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 ten (10) years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least fifty-five (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 under the terms and conditions as described in Article XVIII, Section 1.

SECTION 3: TRANSFERS TO AVOID LAYOFFS

The company shall make every reasonable effort to avoid laying off employees by first offering transfers, in seniority order, to fill existing job vacancies provided the following conditions exist:

- (a) The job vacancy is not in a higher classification.
- (b) The displaced employee has the skill and ability to perform the vacant job with a minimum of on the job training and familiarization. If formal classroom training is required, the displaced employee does not have the necessary skill and ability to perform the job.

A job vacancy is defined as one that has been posted or about to be posted and an award has not been made. During a layoff period, Section 3 of this Article supersedes and causes Section 1 through Section 4 of Article III to be inoperative. The terms and conditions of Article III, however, shall remain operative if the job vacancy is in a higher classification than that of the employee(s) to be laid off.

SECTION 4: LAYOFF PROCEDURE

(a) When a reduction in force is necessary, temporary and probationary employees at the affected location in the affected job title(s) shall be first laid off.

- (b) Should further reduction of force be necessary, in seniority order, employees who have been identified as surplus may exercise one of two options by bumping an employee with less seniority as follows:
- (1) First option, the surplus employee, if qualified, may exercise his/her seniority to remain in the district as follows: (Athens or Stephenville).
- (a) The surplus employee may bump the least senior employee in the same district in the same classification.
- (b) If the surplus employee does not have sufficient seniority or qualifications to bump in his/her classification, the surplus employee, if qualified, may bump the least senior employee, in the district, in the next lower classification.
- (c) When necessary, this procedure is continued to the next lower classification(s) until the employee either bumps a junior employee or until it is determined the employee cannot exercise a bump within the district.
- (d) It is understood and agreed that an employee exercising a bump right has no choice of job titles. Rather, the surplus employee must bump the least senior employee in the classification. Further, the bumping employee must have the skill and ability to perform the new job with a minimum of on-the-job training and familiarization. If formal classroom training is required to perform the work, the employee may not bump.
- (e) An employee whose job title is listed in Schedules 1, 2 & 3 may not bump an employee whose job title is listed in Schedule 4 unless such employee has previously worked in a job title within Schedule 4.

- (2) Second option, the surplus employee may bump the employee with the least seniority in the same job title within the company.
- (3) An employee who is bumped shall be added to the surplus list in seniority order and such employee shall have bump rights as specified in Section 4(b) 1 & 2 above.
- (4) Employees are laid off when it is determined no bump rights are available.
- (5) Employees may elect Severance Pay in accordance with Section 12 of this Article and forfeit the right to be placed on the lay-off recall list.

SECTION 5: RATE OF PAY

When an employee exercises a transfer or bump right that results in a lower rated job title, the employee shall be paid the wage rate of the lower job title. The employee will be placed at a rate of pay in the new job title based upon the employee's progression step at the time of layoff.

SECTION 6: WAIVER OF BID AND TRANSFER FREQUENCY

When an employee exercises a transfer or bump right because of a reduction in force, the one (1) year waiting rule as described in Article III, Section 5 is waived.

SECTION 7: REHIRING AFTER LAYOFFS

- (a) Regular employees who are on a lay-off status shall first be offered re-employment under the following conditions:
 - (1) Before new employees are hired provided the increase in available work is in the same job title, or in a lower rated job classification, which the laid-off employee has the skill and ability to perform.

- (2) Before the provisions of Article III are invoked provided the increase in available work is in the job title performed by the employee at the time of layoff, or in a lower job classification, which the laid-off employee has the skill and ability to perform in the same work group.
 - (3) When paragraphs (a), (1) and (2) above have been applied and no candidates are available for permanent positions, the Company shall give first consideration to those employees who have been laid-off who formerly held the title of the posted position and have the skill and ability to perform the work required.
- (b) Employees on a layoff status shall be recalled in the order of their seniority, i.e., the most senior employee shall be the first employee called back, subject to other provisions of this Agreement.
 - (c) The Company shall notify laid off employees in writing, addressed to the last known address of the employee, to report back to work, and shall provide a copy of such notice to the Union so that the Union can verify the order of seniority.
 - (d) If, within one (1) week after the giving of such notice, the Union raises no question with respect to the rehiring of any individual, such rehiring shall be deemed to be in order and no grievance or complaint may be raised with respect thereto.

SECTION 8: EMPLOYEE RESPONSE TO REHIRING NOTICE

- (a) Within five (5) working days of the date of the notice to return to work, the employee shall report his or her desire to return to work.

- (b) Failure to give notice of intention within five (5) working days shall be regarded as quit without notice with consequent loss of all recall rights.
- (c) Any such employee, presenting satisfactory reasons within a five (5) working day period from the date of the notice to return, shall lose his or her priority only to that vacancy for which called, if the failure to report is due to substantiated illness, injuries, or some cause beyond his or her control.
- (d) If the Company is notified within the five (5) working day period he or she shall retain position on the seniority list for the next available opening.
- (e) When an employee with seniority presents satisfactory reasons as outlined in paragraph (c) above, this shall not prevent employees next in seniority from being called back.

SECTION 9: SENIORITY DURING LAYOFF

Employees on a lay-off status shall not accumulate seniority while on lay-off or any other benefits, but shall retain recall rights for a period of one (1) year.

SECTION 10: REFUSAL OF RECALL

- (a) To lower rated job title. If an employee is recalled to work in a job title which is lower rated than that held by the employee when laid off, such employee may refuse the recall. Such refusal shall not affect his or her position on the seniority recall list.
- (b) To other than full time work. If an employee is recalled to work which involves fewer hours than was being performed at the time of layoff, such employee may refuse the offered work without affecting his or her position on the recall list.

- (c) To temporary full time work. If an employee is recalled to perform work for a temporary period of time, such employee may refuse the offered work without affecting his or her position on the recall list.

It is further understood and agreed that when temporary requirements cannot be filled by recall of employees on layoff status in the same job title, the Company shall exercise its right to employ contractors.

SECTION 11: PTO PAY

When employees are laid off in accordance with this Article, they shall be granted the PTO pay as set forth under Article V.

SECTION 12: TERMINATION ALLOWANCE

When the service of the regular employee is terminated under the following conditions:

- a. Laid-off because there is not sufficient work;
- b. Retired by the Company without a pension;
- c. Dismissed after having five or more completed years of net credited service;
- d. After a leave of absence when no work is available and when there was every reasonable expectancy at the time the leave was granted that the employee would return to work and he or she is willing and able to do so.

Note: No termination allowance shall be due the employee in any case where the separation is the result of retirement on pension, death, transfer, resignation, or discharge for just cause.

Employees who elect to receive benefits in accordance with the Employee Income Protection Plan provisions of this Labor Agreement shall not be entitled to receive a termination allowance provided by this Article.

He or she shall receive termination allowance computed as follows:

One (1) weeks' basic pay for each completed year of net credited service up to and including seven (7) years; plus, Two (2) weeks' basic pay for each completed year of net credited service from eight (8) to sixteen (16) years, both inclusive,

Three (3) weeks' basic pay for each completed year of net credited service beyond sixteen (16) years. However, in no case shall a termination allowance exceed \$35,000.00. Subject to the following conditions:

- (1) An employee re-engaged and again laid off after having former service credited, will be paid the difference between the amount computed under a termination allowance plan and any previous payments such employee may have received on account of a previous layoff.
- (2) If an employee who has received a termination allowance is rehired and the number of weeks since the day laid off is less than the number of weeks upon which the allowance was based, the amount paid to that employee for the excess number of weeks shall be considered as an advance and repayment will be made through payroll deduction in the amount of ten percent (10%) of the weekly wage until the amount is fully paid.

ARTICLE XVIII
EMPLOYEE INCOME PROTECTION PLAN
FOR BARGAINING UNIT EMPLOYEES

SECTION 1: TECHNOLOGICAL CHANGE

- (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 lay-offs or involuntary permanent reassignments of regular full time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least ten (10) years of continuous service (as defined in the Sprint Employee Retirement Pension Plan) and whose age is at least fifty-five (55) years or employees that do not meet those conditions but are eligible for Special Early Retirement as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described in Section 2 of this Article subject to the following conditions:
- (b) 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 Section. Neither such determination by the Company nor any other part of this Article shall be subject to arbitration.

- (c) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- (d) 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 thirty (30) days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such thirty (30) day period.
- (e) Employees who elect to receive benefits under the provisions of this Section 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.

SECTION 2: EMPLOYEE INCOME PROTECTION

- (a) Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with Section 1 shall begin within one (1) month after such employee has left the service of the Company. Employees may elect to receive the total benefits, once calculated as described below, in either a lump sum, or in 48-month equal payments.
- (b) For employees who so elect in accordance with paragraph (a), 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 \$475.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$22,800.

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- (c) 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.
- (d) As used in this section, "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.
- (e) Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of Sprint Corporation.
- (f) 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.

SECTION 3: SURPLUS

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

ARTICLE XIX EMPLOYEE BENEFITS

SECTION 1: UNIFORMS

- (a) The Company will purchase uniforms for each regular full-time employee, classified as COE Technician, Complex Technician, Communication Technician, Outside Plant Technician, Coin Collector Technician, Broadband Service Technician, and Broadband Installation Technician and Business Service Technician when such employee has accumulated six (6) months of service.

- (b) Color and style of clothing will be standard. The Company logo will appear on shirts tops and jackets. The Company will replace various items of uniform clothing for the above listed positions on a yearly basis, approximately one year after the initial issue has been made.
- (c) Ownership of an employee's Company clothing, will remain with the Company which may, at any time, require the return of the clothing which is unrepresentable in its view. Company clothing which has been in the care of an employee who is separating from the Company, must be returned, or the employee must pay the Company original purchase price.
- (d) Regular and all appropriate maintenance of an employee's Company clothing is the responsibility of the employee.
- (e) Employees are expected to report to work in Company clothing (to include hats) which has been properly maintained and is presentable in the Company's judgment. An employees' decision to wear a hat as part of the uniform is optional, however, should an employee decide to wear a hat, only the official Company uniform hat is authorized. An employee may be required to change clothing which is unrepresentable in the Company's view. Employee's time required to change clothing that is unrepresentable shall not be considered as paid work time.
- (f) The use of Company clothing outside of working hours is not intended. The clear intent of the Company is to provide uniforms for its employees to improve the public image of the Company.

- (g) **Employee participation shall become mandatory effective 01-01-97.**
- (1) New employees with six (6) months of service or employees initially entering the uniform program for the first time shall receive the following garments:
- 6 shirts
 - 6 trousers
 - 2 caps
 - 1 jacket w/liner
 - 2 ties (if required)
- (h) The allotment of garments listed for a new employee or one initially entering the program, shall be substituted for the regular issue of garments provided per the contract during that calendar year.
- (i) Additional garments in the approved Company color(s) only, may be purchased by the employee at their own cost.
- (j) Employees may elect to wear blue jeans instead of the approved uniform trousers offered in the program. Blue jeans are not available through the authorized vendor and must be purchased at the employee's expense.
- (k) For each employee participating in the uniform program, the Company shall provide credit, not to exceed \$225.00 per year, for the purchase of approved garments through the Company authorized vendor. The employee must utilize this credit in full, sixty (60) days from the annual anniversary date of the Labor Agreement.
- (l) The Company shall have the unilateral right to amend or cease the uniform program at any time.

APPENDIX 1
PENSION AGREEMENT

between the United Telephone Company of Texas
and Local Union No. 20 of the International Brotherhood
of Electrical Workers AFL-CIO

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

SECTION 1: SPRINT RETIREMENT PENSION PLAN

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 June 1, 2005. All terms defined in the Sprint Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of United Telephone Company of Texas represented by Local Union No. 20 of the International Brotherhood of Electrical Workers AFL-CIO who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

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

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between United Telephone Company of Texas and Local Union No. 20 of the International Brotherhood of Electrical Workers is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.13(b), Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan

following such termination date and receive the retirement allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

SECTION 2: ELIGIBILITY FOR BENEFITS

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

SECTION 3: AMOUNT OF ALLOWANCE

(a) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who retires under normal or early retirement under Article 3, Retirement Allowance, of the Retirement Pension Plan shall be based on the Covered Member's age in years and completed whole months, job classification and credited service at termination of employment; and date of termination of employment, or normal retirement date if earlier, determined from the attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of credited service, subject to the provisions contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

- (b) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under a Special Early Retirement Allowance as defined in Section 1.56 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment, reduced by $\frac{5}{24}$ of 1% for each month by which the Covered Member's actual retirement date precedes his normal retirement date.

- (c) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is entitled to a deferred vested early retirement allowance as defined in Section 1.16 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.

- (d) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under Disability Retirement under Section 3.3 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.

- (e) Upon the death of a Covered Member described in Article 8, Spousal Allowance, of the Retirement Pension Plan prior to his normal retirement date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of his surviving spouse, provided that he and said spouse have been married throughout the one-year period ending on the date of his death. The amount of the spouse's allowance payable to an eligible spouse shall be the benefit described in paragraph (a) above which would have been payable to such spouse had the Covered Member retired early in accordance with section 1.20, Early Retirement Allowance, of the Retirement Pension Plan and benefits had commenced on the first day of the month preceding his date of death. If the Covered Member had not attained age 55, the benefit described in paragraph (a) above shall be that which applies at age 55.

PENSION PLAN
 FLAT DOLLAR BENEFIT UNITS

MONTHLY BENEFIT PER YEAR OF SERVICE AT AGE:

JOB CLASSIFICATION (1)	WAGE SCHED	AGES										
		65-70 (2)	64 (3)	63 (4)	62 (5)	61 (6)	60 (7)	59 (8)	58 (9)	57 (10)	56 (11)	55 (12)

JUNE 1, 2005 to MAY 31, 2006

SCHEDULE 1	361	48.40	46.00	43.60	41.10	38.70	36.30	33.90	31.50	29.00	26.60	24.20
SCHEDULE 1A	366	49.60	47.10	44.60	42.20	39.70	37.20	34.70	32.20	29.80	27.30	24.80
SCHEDULE 1B	367	51.20	48.60	46.10	43.50	41.00	38.40	35.80	33.30	30.70	28.20	25.60
SCHEDULE 2	362	46.80	44.50	42.10	39.80	37.40	35.10	32.80	30.40	28.10	25.70	23.40
SCHEDULE 3	363	41.30	39.20	37.20	35.10	33.00	31.00	28.90	26.80	24.80	22.70	20.70
SCHEDULE 4	365	35.70	33.90	32.10	30.30	28.60	26.80	25.00	23.20	21.40	19.60	17.90

JUNE 1, 2006 to MAY 31, 2007

SCHEDULE 1	361	49.50	47.00	44.60	42.10	39.60	37.10	34.70	32.20	29.70	27.20	24.80
SCHEDULE 1A	366	50.20	47.70	45.20	42.70	40.20	37.70	35.10	32.60	30.10	27.60	25.10
SCHEDULE 1B	367	51.20	48.60	46.10	43.50	41.00	38.40	35.80	33.30	30.70	28.20	25.60
SCHEDULE 2	362	47.90	45.50	43.10	40.70	38.30	35.90	33.50	31.10	28.70	26.30	24.00
SCHEDULE 3	363	41.30	39.20	37.20	35.10	33.00	31.00	28.90	26.80	24.80	22.70	20.70
SCHEDULE 4	365	36.50	34.70	32.90	31.00	29.20	27.40	25.60	23.70	21.90	20.10	18.30

PENSION AND SAVINGS PLAN

UNITED TELEPHONE COMPANY OF TEXAS

IBEW Local 20

SCHEDULE OF PROPOSED JOB TITLES

JOB CLASSIFICATION	WAGE SCHEDULE	JOB TITLES
SCHEDULE 1B	367	Business Service Technician (Level III)
SCHEDULE 1A	366	Business Service Technician (Level II)
SCHEDULE 1	361	C.O.E. Technician Communication Technician Complex Technician Business Service Technician
SCHEDULE 2	362	Broadband Service Technician Outside Plant Technician Coin Collector Technician
SCHEDULE 3	363	Broadband Installation Technician Frame Attendant
SCHEDULE 4	365	Customer Representative

APPENDIX 2
SAVINGS PLAN AGREEMENT

Between the United Telephone Company of Texas and
Local Union No. 20 of the International Brotherhood
of Electrical Workers AFL-CIO

**SECTION 1: SPRINT RETIREMENT SAVINGS PLAN
FOR BARGAINING UNIT EMPLOYEES**

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

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

SECTION 2: EMPLOYEE CONTRIBUTIONS

(a) **Basic Contributions:**

1. Each Participant shall be allowed to have his wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in Appendix 2-table. Such bi-weekly wage reductions shall be in multiples of \$2 and shall be contributed to the Participant’s account. Such bi-weekly wage reduction shall be known as “Basic Contributions”.

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2. The minimum Basic Contribution shall be \$10 for each bi-weekly pay period.

(b) Supplemental Contributions:

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

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SECTION 3: COMPANY CONTRIBUTIONS

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(a) Effective June 1, 2005, the company shall contribute the Company matching contribution equal to twenty-five percent (25%), or the same percentage of the participants biweekly Basic Contribution as applies to non-represented employees, whichever is greater. Effective June 1, 2006, the Company shall contribute the Company matching contributions equal to the same percentage of the Participant’s Basic Contribution as applies to non-represented employees.

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

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SECTION 4: SERVICES

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

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

SECTION 5: INVESTMENT CHOICES

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- (a) As provided for in the Retirement Savings Plan, a certain number of investment options (funds) will be available for Participants to invest their own Contributions. The percentage of contributions allocated to any investment option shall be in whole percent increments with a minimum of five percent (5%) to an investment option.
- (b) The Company matching contribution for each Participant shall be invested as specified in the plan document for the Retirement Savings Plan.
- (c) The Company shall designate the investment vehicle for each investment fund and can change any investment vehicle at any time.

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SECTION 6: ADMINISTRATION OF THE RETIREMENT SAVINGS PLAN.

At its sole discretion the Company shall designate the agent for maintaining participant records and processing transactions for the Retirement Savings Plan. The Company may change the designated agent at any time provided benefits are not diminished or eliminated.

SECTION 7. TABLES- ATTACHED

SAVINGS PLAN
EFFECTIVE JUNE 1, 2005 TO MAY 31, 2006

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Wage Schedule	Basic Contribution	Company Contribution	Supplemental Contribution
Schedule 1B	110	33	220
Schedule 1A	108	32	216
Schedule 1	108	32	216
Schedule 2	104	31	208
Schedule 3	88	26	176
Schedule 4	80	24	160

SAVINGS PLAN
EFFECTIVE JUNE 1, 2006 TO MAY 31, 2007

Wage Schedule	Basic Contribution	Company Contribution	Supplemental Contribution
Schedule 1B	112		224
Schedule 1A	112		224
Schedule 1	112		224
Schedule 2	108		216
Schedule 3	92		184
Schedule 4	80		160

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SCHEDULE OF WAGES

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All employees covered under this agreement will receive a \$200.00 ratification bonus on June 1, 2005 and June 1, 2006. This ratification bonus payment will be included on the employee's normal biweekly check for the first payroll period following the contract anniversary date.

Schedule 1

	EFF. 6/1/05	EFF. 12/01/05	EFF. 6/1/06	EFF. 12/1/06
Start	9.94	9.96	9.99	10.01
Step 2	10.87	10.91	10.95	10.99
Step 3	11.89	11.95	12.00	12.06
Step 4	13.01	13.09	13.16	13.24
Step 5	14.23	14.34	14.43	14.53
Step 6	15.57	15.70	15.82	15.95
Step 7	17.03	17.19	17.34	17.51
Step 8	18.63	18.83	19.01	19.22
Step 9	20.38	20.62	20.84	21.10
Top	22.29	22.57	22.85	23.14

<u>Title</u>	<u>Job Code</u>	<u>Wage Schedule</u>
Business Service Technician	UN210A	361
C.O.E. Technician	TE501	361
Communication Technician	CR501	361

SCHEDULE OF WAGES

Schedule 1A

	EFF. 6/1/05	EFF. 12/01/05	EFF. 6/1/06	EFF. 12/1/06
Start	9.96	9.96	9.99	10.01
Step 2	10.90	10.91	10.95	10.99
Step 3	11.93	11.95	12.00	12.06
Step 4	13.06	13.09	13.16	13.24
Step 5	14.30	14.34	14.43	14.53
Step 6	15.66	15.70	15.82	15.95
Step 7	17.15	17.19	17.34	17.51
Step 8	18.78	18.83	19.01	19.22
Step 9	20.56	20.62	20.84	21.10
Top	22.51	22.57	22.85	23.14

<u>Title</u>	<u>Job Code</u>	<u>Wage Schedule</u>
Business Service Tech II	UN211	366

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SCHEDULE OF WAGES

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Schedule 1B

	EFF. 6/1/05	EFF. 12/01/05	EFF. 6/1/06	EFF. 12/1/06
Start	10.01	10.01	10.01	10.01
Step 2	10.98	10.98	10.98	10.99
Step 3	12.04	12.04	12.04	12.06
Step 4	13.21	13.21	13.21	13.24
Step 5	14.49	14.49	14.49	14.53
Step 6	15.89	15.89	15.89	15.95
Step 7	17.43	17.43	17.43	17.51
Step 8	19.12	19.12	19.12	19.22
Step 9	20.97	20.97	20.97	21.10
Top	23.01	23.01	23.01	23.14

<u>Title</u>	<u>Job Code</u>	<u>Wage Schedule</u>
Business Service Tech III	UN212	367

SCHEDULE OF WAGES

Schedule 2

	EFF. 6/1/05	EFF. 12/01/05	EFF. 6/1/06	EFF. 12/1/06
Start	9.71	9.73	9.76	9.78
Step 2	10.61	10.64	10.69	10.72
Step 3	11.59	11.64	11.71	11.75
Step 4	12.66	12.73	12.82	12.88
Step 5	13.83	13.93	14.04	14.12
Step 6	15.11	15.24	15.38	15.48
Step 7	16.51	16.67	16.84	16.97
Step 8	18.04	18.24	18.44	18.61
Step 9	19.71	19.95	20.19	20.40
Top	21.57	21.84	22.11	22.39

<u>Title</u>	<u>Job Code</u>	<u>Wage Schedule</u>
Broadband Service Technician	UN381	362
Coin Collector Technician	UN382	362
Outside Plant Technician	CR153	362

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SCHEDULE OF WAGES

Schedule 3

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	EFF. 6/1/05	EFF. 12/01/05	EFF. 6/1/06	EFF. 12/1/06
Start	9.03	9.05	9.08	9.10
Step 2	9.77	9.80	9.84	9.87
Step 3	10.57	10.61	10.67	10.71
Step 4	11.43	11.49	11.57	11.62
Step 5	12.36	12.44	12.54	12.61
Step 6	13.37	13.47	13.59	13.68
Step 7	14.46	14.59	14.73	14.84
Step 8	15.46	15.80	15.97	16.10
Step 9	16.92	17.11	17.31	17.47
Top	18.29	18.52	18.75	18.98

<u>Title</u>	<u>Job Code</u>	<u>Wage Schedule</u>
Broadband Installation Tech	UN383	363
Frame Attendant	UN382	363

SCHEDULE OF WAGES

Schedule 4

	EFF. 6/1/05	EFF. 12/01/05	EFF. 6/1/06	EFF. 12/1/06
Start	8.75	8.75	8.75	8.75
Step 2	9.39	9.39	9.39	9.39
Step 3	10.07	10.07	10.07	10.07
Step 4	10.80	10.80	10.80	10.80
Step 5	11.59	11.59	11.59	11.59
Step 6	12.43	12.43	12.43	12.43
Step 7	13.34	13.34	13.34	13.34
Step 8	14.31	14.31	14.31	14.31
Step 9	15.35	15.35	15.35	15.35
Top	16.48	16.48	16.48	16.48

<u>Title</u>	<u>Job Code</u>	<u>Wage Schedule</u>
Customer Representative	CL249	365

Customer Representatives will receive a lump sum payment of \$400.00 on June 1, 2005 and June 1, 2006. The lump sum payment will be included in the employee's normal biweekly check for the first payroll period following the contract anniversary date.

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**MEMORANDUM OF AGREEMENT
SUNDAY WORK**

Effective January 1, 2006, when an employee's weekly schedule includes Sunday, it is understood and agreed between the parties that the weekly schedule shall be consecutively scheduled Sunday through Thursday and shall consist of no less than eight (8) hour days. The first four (4) hours worked on a scheduled Sunday shall be paid at the straight time rate. Overtime at the rate of time and one-half (1 ½) the employee's straight-time hourly rate of pay shall be paid for all additional hours in excess of four hours worked by an employee on a scheduled Sunday. Time worked on Sunday shall be counted as hours worked for the purpose of computing weekly overtime. This agreement shall expire on June 1, 2007, unless the parties mutually agree to extend said agreement.

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**MEMORANDUM OF AGREEMENT
INCENTIVE/RECOGNITION PROGRAMS**

Effective June 1, 2005, at the sole discretion of the Company, voluntary individual and group incentive recognition programs to honor objectives met by employees may be unilaterally developed, implemented, modified or deleted. The Company will notify and discuss with the Union in advance of any newly developed or modified or expired incentive recognition programs; however, both parties mutually agree to the above mentioned unilateral Company right. The programs may include cash awards. Individual cash awards will be subject to approval by the Union. It is not the intent of the Company to discipline any employee for not participating in any Incentive/Recognition programs. This agreement shall expire on June 1, 2007, unless the parties mutually agree to extend said agreement.

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**EXECUTED THIS 12th DAY OF JUNE TO BE EFFECTIVE
JUNE 1, 2005.**

UNITED TELEPHONE COMPANY OF TEXAS BY:

Dan Gronniger
Labor Relations Manager

Gary Cook
Engineering Manager

Bill Jones
Gen. Manager Cust. Svc.
Center

Cindy Dove
Sr. Labor/Employee Relations
Specialist

LOCAL UNION 20, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS BY:

Richard W. Foreman
Assistant Business Manager

Lou Andrlé
Committee Person

Julie Benton
Committee Person

Spencer Gray
Committee Person

Ralph Grove
Committee Person

Tommie Thomas
Committee Person

James "Goober" Morris
Business Manager