

**2006 – 2009**

**CLERICAL AGREEMENT**

(IBEW 396A)

**Between**

**SPRINT OF NEVADA**

**and**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL UNION NO. 396**

**(A. F. L. - C. I. O.)**

**Effective Date: March 15, 2006  
Expiration Date: March 31, 2009**

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	1
<b>ARTICLE 1 (RECOGNITION)</b> .....	1
<b>ARTICLE 2 (MANAGEMENT RIGHTS)</b> .....	2
<b>ARTICLE 3 (UNION RIGHTS)</b> .....	3
<b>ARTICLE 4 (PROGRESSIVE DISCIPLINE)</b> .....	5
<b>ARTICLE 5 (GRIEVANCE/ARBITRATION PROCEDURE)</b> .....	6
<b>ARTICLE 6 (SHORT TERM DISABILITY)</b> .....	9
<b>ARTICLE 7 (SENIORITY)</b> .....	10
<b>ARTICLE 8 (REDUCTION IN FORCE)</b> .....	11
<b>ARTICLE 9 (PLACEMENT AND PROMOTION)</b> .....	13
<b>ARTICLE 10 (DESIGNATION OF EMPLOYEES)</b> .....	16
<b>ARTICLE 11 (SUNDAY AND OVERTIME PAYMENT CLERICAL)</b> .....	17
<b>ARTICLE 12 (HOLIDAYS)</b> .....	18
<b>ARTICLE 13 (PAID TIME OFF)</b> .....	20
<b>ARTICLE 14 (BEREAVEMENT)</b> .....	22
<b>ARTICLE 15 (JURY DUTY/WITNESS DUTY)</b> .....	23
<b>ARTICLE 16 (LEAVES OF ABSENCE)</b> .....	23
<b>ARTICLE 17 (MILITARY LEAVES)</b> .....	26
<b>ARTICLE 18 (FEDERAL AND STATE LAWS)</b> .....	26
<b>ARTICLE 19 (HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT)</b> .....	27
<b>ARTICLE 20 (PAY FOR PERFORMANCE)</b> .....	29
<b>ARTICLE 21 (GENERAL)</b> .....	30
<b>ARTICLE 22 (PART-TIME REMOTE SERVICE REPRESENTATIVES)</b> .....	31
<b>ARTICLE 23 (RETAIL SALES)</b> .....	32
<b>ARTICLE 24 (DIFFERENTIAL FOR BI-LINGUAL SKILLS)</b> .....	32
<b>ARTICLE 25 (FOUR-DAY WORK WEEK)</b> .....	33
<b>ARTICLE 26 (TRAVEL AND BUSINESS EXPENSE)</b> .....	33
<b>ARTICLE 27 (PAYROLL DEDUCTIONS)</b> .....	34
<b>ARTICLE 28 (CONTRACTORS)</b> .....	35
<b>ARTICLE 29 (LIGHT DUTY)</b> .....	35
<b>ARTICLE 30 (STD COORDINATION WITH WORKERS COMPENSATION BENEFITS)</b> .....	36
<b>ARTICLE 31 (WAGES)</b> .....	37
<b>ARTICLE 32 (UNIFORMS)</b> .....	37
<b>ARTICLE 33 (FLEXCARE)</b> .....	38
<b>ARTICLE 34 (EIPP)</b> .....	39
<b>ARTICLE 35 (TELEPHONE CONCESSION)</b> .....	41
<b>ARTICLE 46 (SAVINGS PLAN)</b> .....	41
<b>ARTICLE 37 (RETIREMENT PENSION AGREEMENT)</b> .....	44
<b>Pension band</b> .....	45
<b>ARTICLE 38 (VOLUNTARY BENEFITS PROGRAM)</b> .....	45
<b>ARTICLE 39 (TERM OF AGREEMENT)</b> .....	46
<b>TIER 1 - WAGE SCHEDULES</b> .....	47
<b>TIER 2 - WAGE SCHEDULES</b> .....	49
<b>PAY RANGE SCHEDULES</b> .....	51
<b>WAGE ATTACHMENT</b> .....	51

## AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, 2006, by and between SPRINT OF NEVADA, hereinafter referred to as the "Company", and LOCAL UNION NO. 396 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, an affiliate of the American Federation of Labor-Congress of Industrial Organization, hereinafter referred to as the "Union":

THAT, for the purpose of establishing mutually acceptable conditions of employment and rates of pay, and to provide means for the peaceful adjustment of differences that may arise between the parties hereto and to promote harmony and efficiency to the end that the Company, the employees, the Union, and the public may mutually benefit.

NOW THEREFORE, the parties hereto do mutually contract and agree with each other as follows:

### **ARTICLE 1 (RECOGNITION)**

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for the Company's Operator Services and Clerical employees in the various departments as defined by the Act, as to the extent certified by the National Labor Relations Board on November 2, 1954, in Case No. 20-RC-2644.
- 1.02 The Company agrees to deduct Union dues from the pay of its employees who are members of Local No. 396, and pay to Local No. 396 such amount as is authorized in writing by the employee on a form acceptable to the Company. The Company agrees to make this deduction from the first (1st) payroll period of each month and send a check for the total amount, together with a list of individual's names for whom the deductions were made, to the Financial Secretary as designated by the Union, on or before the first (1st) day of the following month. This authorization shall continue unless written notice is given to the Union, Registered Return Requested, of the employee's desire to revoke same. The Union will notify the Company upon receipt of notices.
- 1.03 The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.
- 1.04 It is mutually recognized that the interest of the Company, the Union and the welfare of the general public require the continuous rendering of service by the Company, and the parties hereto agree that recognition of such obligations of continuous service is imposed on both the Company and its employees.
- 1.05 The Company, to facilitate the continuous performance of such service agrees to meet with the Business Manager of the Union, in reference to any matter coming within the scope of the Agreement and agrees that it will cooperate with the Union in its effort to promote harmony and efficiency among all of the employees covered hereunder.

- 1.06 The Union agrees that the employees, who are members of the Union covered by this Agreement, or any of them will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, to include employee participation in a sympathy strike in conjunction with personnel outside of the bargaining unit and the Company agrees on its part to do nothing to provoke interruption of or to prevent, such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of the Company's property. It is mutually agreed that any differences that may arise between the above parties shall be settled in the manner hereinafter provided. Nothing in this article will interfere with an employees right's guaranteed under the National Labor Relations Act or any other State or Federal Law, nor does the article imply that an employee may not participate in informational picketing on their own time.
- 1.07 The Union agrees for employees of the Company who are represented by the Union that they will individually and collectively perform loyal and efficient work and service and that they will cooperate in the promoting and advancing of the welfare of the Company and the protection of its service to the public at all times.
- 1.08 No employee covered hereunder shall be required, as a condition of employment, to pass through any picket line recognized by the I.B.E.W. provided that said picket line is in connection with a strike authorized by a union which has a legal right to represent the employees of the struck Employer and the strike and picket line is in connection with a primary dispute with said struck Employer. In the event of an emergency, the employee may be allowed to pass the picket line by special permission of the Union signatory to this Agreement.

## **ARTICLE 2 (MANAGEMENT RIGHTS)**

- 2.01 The Union agrees that the Company shall have the right to discharge any employee for just cause.
- 2.02 The Company has and will retain the exclusive right and power to manage its business and direct working forces, including, but not limited to, the right to hire, classify, grade, suspend, reassign, lay-off, discharge, promote, demote, or transfer its employees, provided that the Company shall not exercise these rights in violation of the provisions of this Agreement. Nothing in this Agreement is intended to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business but each employee covered by this Agreement shall possess the right of appeal through the grievance and arbitration procedure as provided by the terms of this agreement.

**ARTICLE 3 (UNION RIGHTS)**

- 3.01 The Union may request the release of up to **three (3)** bargaining unit employees for the purpose of conducting Union business. The Union will provide as much notice as possible but no less than forty-eight (48) hours prior to the requested release. Requests of less than forty-eight (48) hours shall be based on mutual agreement between the company and the Union. Employees will receive no compensation from the Company for the time requested. **The Union from time to time request additional people off for special circumstances i.e., elections, Union Conventions, etc., each will be handled on a case by case basis by mutual agreement between the Union and the Company. The Company agrees that if anytime Operator Services is brought back to Las Vegas, there may be a need for additional employees to be allowed off for the purposes of this Article. In which the Union and the Company may by mutual agreement add or modify this Article. This in no way takes away from Article 3.06 of the collective bargaining agreement.**
- 3.02 An employee appointed or elected to office in the Union which requires all of his or her time shall be granted a leave of absence upon application, for a period of not in excess of four (4) years and shall continue to accrue Company seniority during such absence, for wage progression and job assignment purposes only. Such Union leave may be extended from time to time by mutual agreement. The number of employees granted a leave of absence under this section shall not exceed two (2) at any one time.
- 3.03 Neither the Union, nor its representatives, or members shall conduct Union business, or carry on Union activities on Company premises, on Company time, except that Union members, who are also employees, the Union Business Manager, the Assistant Business Manager and authorized International Representatives of the Union, may carry on legitimate Union activities outside of working periods of all employees participating, in space where no Company operations or other work is performed, provided that such activity shall be limited to small groups of not to exceed three (3) employees and shall not interfere with the operations of the Company, or use of such space by other persons, or employees, for the purpose for which the space is intended, and provided further that arrangements for the use of any such space are made in advance with the appropriate supervisor outside of the Bargaining Unit.
- 3.04 The Union will keep the Company advised of all employees who have been appointed to act as stewards. A complete list of all stewards will be submitted to the Company every six (6) months.
- 3.05 The Company agrees to notify the Union of the name, address and classification of new employees within thirty (30) days of their date of hire.
- 3.06 The union stewards shall, with the approval of the appropriate supervisor outside of the Bargaining Unit, be allowed reasonable time during regular work hours, without loss of pay, to attend matters concerning Union/Company relationship.

R  
N  
N

- 3.07 The Union Contract Negotiating Committee shall be limited to **three (3)** employee members who will be excused from their jobs during regular scheduled work time, for the purpose of attendance at collective bargaining sessions for the purpose of negotiating changes, amendments or modifications to this Agreement. **From time to time the Union may request additional employees for holding the Contract Vote, each will be handled in a case by case basis by mutual agreement between the Union and the Company.** R  
N  
|  
N
- 3.08 The Company will allow the Business Manager/Financial Secretary of Local #396 and his designated representatives of Local #396 access to non work areas of the Company property twenty-four hours a day, seven days a week provided that the Union prearranges the access through Human Resources and /or Management employees prior to accessing the property. Badge Card Key must be inserted in to Card Key device before entering any Company property and properly worn at all times while on Company property. If these guidelines are not abided by, this arrangement will be immediately canceled by the Company, and access will be limited to 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 3.09 The Union Business Manager and/or a designated representative and the Manager of Employee Relations and/or designee will participate jointly in New Employee Orientation to provide an overview of the state of Nevada’s Right to Work Law. Such overview will provide information relative to the employee’s rights under the law, and related Union issues. The overview will also address the Union/Management relationship.
- 3.10 The Company agrees to permit the Union to use reasonable space for the purpose of posting officially signed Union bulletins upon the bulletin boards which are furnished by the Company. Material posted shall not contain anything derogatory.
- 3.11 The Company and the Union agree to conduct periodic Labor-Management meetings to **include Safety** on an as needed basis. Notification of these meeting by either party will be made ten (10) days prior to the requested meeting date and will include topics for discussion. It is understood that the meeting will not be limited to only those items. R

**The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.** R  
|

**Each member of the Labor-Management Committee is encouraged to make recommendations in writing on suggestions of deficiency or unsafe conditions at the time they are discovered. This recommendation shall be made to the Chairperson. The Chairperson will make recommendations to the appropriate Company manager.** R

## ARTICLE 4 (PROGRESSIVE DISCIPLINE)

- 4.01 The Company and the Union agree that employees are expected to perform their jobs to the best of their ability, ensure their performance meets management's expectations and comply with all established company policies and standards of conduct.

In most situations where job performance does not meet company standards, the Company and the Union believe counseling by the employee's supervisor is the quickest and most effective corrective action. The counseling process is designed to identify the issue and review it with the employee, identify barriers to improvement, establish objectives and time frames for improvement and ensure those objectives are met.

The following disciplinary steps have been established to meet these goals:

**Verbal Warning:** At the earliest stage, the employee's supervisor will identify and discuss the performance issue with the employee. Together the supervisor and employee may establish a plan to meet the employee's performance objectives.

**Written Warning:** If the employee's performance continues to be unacceptable, a written warning will be issued, informing the employee that further failure to meet the requirements may result in a final written warning.

**Final Written Warning:** If the employee's performance does not improve to the required level after a final written warning, termination of employment may occur.

**Termination:** Termination of employment will occur if the performance problem continues.

Management reserves the right to deviate, with approval from Employee Relations, from the normal steps of discipline if the infraction warrants such action.

- 4.02 **Notification of discipline:** The Company agrees to notify the Business Manager of the Union or his designated representative prior to meeting out any written step of discipline, or above, against any bargaining unit employee. Futhermore, the employee will be offered suitable Union representation.
- 4.03 No discipline shall be given to any Local Union Steward or Officer of the Local Union unless the Business Manager or his designee has first been given reasonable notice and is present.
- 4.04 Any employee who receives any discipline letter, **for performance issues**, which is made part of the **employee's** personnel file maintained **by the Company**, will, after **one (1) year from the date of such letter, have such letter deactivated. For cases involving**

R

R

**employee conduct or safety issues, such letter shall be deactivated after two (2) years.**

## **ARTICLE 5 (GRIEVANCE/ARBITRATION PROCEDURE)**

5.01 **DEFINITION:** A grievance shall be defined as a dispute regarding the interpretation and application of the provisions of this Agreement filed by the Union or by an employee covered by this Agreement alleging a violation of the terms and provisions of this Agreement. However, disputes specifically excluded in other Articles of this Agreement from the Grievance Procedure shall not be construed as within the definition set forth above.

5.02 **TIME LIMITATIONS:** The Company and the Union recognize the mutual gains process as an effective tool in resolving differences in the work place. Once timely notification of a grievance has been given, the Union and the Company may mutually agree to extend the time limitations to ensure that interests are clearly defined, witnesses and all persons involved receive proper notification and are able to attend, evidence is accurate, and remedies are thoroughly explored before moving to the next step. However, it is in the interest of both the Company and the Union to expedite the process and encourage the timely resolution of the issue in order to satisfy established time constraints.

The Union and Company, by mutual agreement, may elect to bypass certain steps, due to the nature of the grievance. Except by mutual agreement to extend the time limitations, an arbitrator shall not have the authority to excuse a failure by the Union, the Company, or the aggrieved employee to comply with the time limitations set forth, regardless of the reason given for such failure.

5.03 The Company agrees that once a grievance has been referred to the Union, no representative of the Company will discuss the matter with any employee unless an appropriate representative of the Union is first given reasonable notice, and is present.

### **GRIEVANCE PROCESS:**

5.04 **NOTIFICATION:** When a dispute arises relative to the administration of the provisions of this agreement, the grievant and/or Union steward must complete a mutual gains issue form and submit it to the appropriate supervisor for signature no later than fifteen (15) workdays after the grievance first arises. The time period shall start from the first day the Company can show that the Union or an employee affected by the Company's action knew or should have known of the situation.

At each step in the process, the Union shall officially sign off on the mutual gains issue and grievance forms, verifying that their interests have been satisfied or to pursue resolution at the next step.

The Company agrees that once a grievance has been referred to the Union, no representative of the Company will discuss the matter with any employee involved, unless an appropriate representative of the Union is first given reasonable notice, and is present.

**STEP ONE (MUTUAL GAINS MEETING – SUPERVISOR):** The supervisor shall schedule a meeting with the grievant and steward within seven (7) workdays of receipt of the mutual gains issue form. A copy of the mutual gains issue form to be sent to the Employee Relations Manager by the Union Representative. The grievant and the supervisor will define interests and work on resolving the issue in a manner satisfying those interests. If the issue is not resolved at step one (1), the mutual gains issue form may be referred by the Union to the next level of supervision within three (3) workdays of the step one (1) meeting.

Nothing in this section will preclude the parties from hosting the 1<sup>st</sup> step mutual gains meeting at the time the discipline is meted out.

**STEP TWO (MUTUAL GAINS MEETING – LEVEL II SUPERVISION):** The next level of supervision shall schedule a meeting with the grievant, steward, supervisor, and manager within seven (7) workdays of receipt of the mutual gains issue form. A copy of the mutual gains issue form to be sent to the Employee Relations Manager by the Union Representative. The grievant and supervisor will define interests further and work on resolving the issue at this level. If they are unable to satisfy interest, the Union may request a formal hearing within three (3) workdays of the step two (2) meeting. If, at the conclusion of step two (2), the two (2) parties are unable to resolve the issue, the grievance shall be reduced to writing on the grievance report form, identifying the grievant, citing the Article and/or section of this agreement which has been allegedly violated, and the Company shall sign, date, and acknowledge receipt of such grievance.

**STEP THREE (UNION/COMPANY MEETING):** The Union Business Manager and Manager of Employee Relations, or their designee, shall schedule a meeting as soon as possible upon receipt of the grievance report form. The department supervisor and/or manager, and the grievant and/or Union steward may be present at the request of either party. The Company and Union shall review the information provided, conduct further investigation if necessary, and shall render a joint decision which shall be final and binding on all parties. If the grievance is not settled at step three (3), the Company will communicate its position in writing within fifteen (15) workdays of the step three (3) meeting.

**STEP FOUR (ARBITRATION):** Within thirty (30) workdays of receipt of management's position, the Union may request arbitration by delivering a written notice to the Employee Relations department of its intent to arbitrate the dispute. If the Union does not respond within thirty (30) workdays, the issues involved in the grievance will be considered resolved and the matter closed.

The matter in dispute shall be referred to the Federal Mediation and Conciliation Service, in the following manner:

- a. Either party hereto may request the above-named association to furnish each party identical lists of persons eligible to serve as arbitrators;
- b. The parties will pick an arbitrator within thirty (30) working days from the receipt of the list;
- c. Either party may request a new list at the expense of the requesting party.

The decision of the Neutral Arbitrator so formed shall be final and binding upon both parties.

Each party shall bear the expense of preparing and presenting its own case for neutral arbitration, including its own witnesses. The cost, if any, of the neutral arbitrator and incidental expenses mutually agreed to in advance, shall be borne equally by the parties hereto.

The Neutral Arbitrator shall not have authority to add to, subtract from or modify, any provision of this Agreement, or to rule on any question, except the ones submitted for arbitration.

Receipt of Notices: The date of receipt by the Company for any notice under this article is the date of receipt by Human Resources. Receipt by any other department will not serve as receipt under this Article. To ensure prompt receipt of Neutral Arbitration Panel, each party shall fax or hand deliver the list of names to the other party.

In recognition of the magnitude of such decisions, arbitration relative to termination grievances shall be expedited whenever possible. Unless mutually agreed to extend the time limitations in writing, these grievances should be arbitrated within six (6) months of the Company's written response at the third step.

- 5.05 It is agreed that no legal advisor to either party shall be eligible to act on any Grievance Panel under the terms of this agreement.
- 5.06 In the matter of suspension, demotion, or discharge, if, after the grievance meeting, the charges are not sustained, the employee shall have his or her record cleared of such charges and, in case of loss of wages, shall receive reimbursements for such loss. No discipline by temporary suspension shall be administered to any employee, which shall permanently impair his or her seniority rights.

**ARTICLE 6 (SHORT TERM DISABILITY)**

6.01 With necessary medical certification, the STD benefit plan will provide benefits beginning on the sixth scheduled work day absent for any qualifying disabilities which causes the employee to miss five or more consecutive days of work. The weekly indemnity schedule is as follows:

Length of Service	Weekly/Maximum Coverage
12 months, but less than 5 years	full pay for 4 weeks, then sixty (60) percent for 9 weeks
5 years, but less than 10 years	full pay for 13 weeks, then sixty (60) percent for 13 weeks
10 years, but less than 15 years	full pay for 20 weeks, then sixty (60) percent for 6 weeks
15 years or more	full pay for 26 weeks.

6.02 Successive disabilities due to the same cause that are separated by 30 calendar days or less of active full-time employment will be considered one disability. Benefits resets on or after 182 calendar days of active full-time employment.

6.03 PTO hours are provided for all incidental/STD wait day absences from work. The employee must use all available PTO hours before hours can be taken unpaid, except when the absence is Workers Compensation related. In this 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.

6.04 Should an employee exhaust his/her STD benefits after 26 weeks and have applied for Long Term Disability benefits, he/she shall be placed on an unpaid Leave of Absence until his/her application for Long Term Disability benefits has been approved or denied. Should an employee on STD have less than 26 weeks' benefit they shall be placed on an unpaid Leave of Absence not to exceed a total of 26 weeks inclusive.

6.05 Employees must return Short Term Disability forms within fifteen (15) days from the employee's first day of absence.

## **ARTICLE 7 (SENIORITY)**

- 7.01 Seniority is the right of preference accruing to employees upon the basis of length of continuous or bridged service within Sprint of Nevada.
- 7.02 In the event a dispute arises as to the seniority of two (2) or more employees starting work on the same date, then the employee whose application was first filed with the Company shall be deemed to have the greater seniority. Should application date not be available, the seniority will be established by utilizing the last four (4) numbers of the employees Social Security Number – the highest number being more senior.
- 7.03 Previous employees who are rehired shall have their employment service record bridged for all seniority purposes after the completion of thirty-six (36) months additional continuous service, except for placement and promotions in accordance with Article IX, which will require only two (2) years additional service.
- 7.04 Seniority of part-time employees shall be based upon the employee’s actual time worked, up to, but not exceeding forty (40) hours per week.
- 7.05 Equitable assignment of hours of work, days and PTO periods shall be made by allowing employees precedence of assignments from the schedules in accordance with the order of their continuous service with the Company; except that:
- a. An employee transferring into another work group will be allowed to take his/her PTO at his/her scheduled time only if those weeks are available on the PTO schedule of that work group. After January 1 of the succeeding year, following such transfer, the employee will be allowed to choose their PTO by seniority with the Company.
  - b. Work Group: A group of employees who regularly interchange work assignments and who may regularly relieve each other on the job.
- 7.06 When a Service Assistant, Instructor, or Operator Services Clerk is reclassified to Operator, he/she shall be granted choice of shifts in accordance with his/her total seniority.
- 7.07 In determining continuous service, as provided for above, leaves of absence will be considered as follows:
- a. Leaves of absence from service, without pay, not in excess of six (6) months, shall not be deducted for seniority purposes.
  - b. Leaves of absence from service, without pay, for periods in excess of six (6) months, shall be deducted in computing the employee’s term of service for seniority purposes, except as covered in Section 3.02.

- c. Leaves of absence from service without pay in excess of thirty (30) days or absences due to illness or injury in excess of thirty (30) days are deducted for wage progression purposes.
- 7.08 Employees promoted to a managerial status outside of the Bargaining Unit and returned to employment within the Bargaining Unit within a period of twelve (12) months shall be entitled to exercise their seniority established as of the day of promotion. Absence from the Bargaining Unit for any cause beyond the twelve (12) months shall be deemed a break in service.
- 7.09 The Company will, within thirty (30) days after the date of this Agreement, and not less frequently than every six (6) months thereafter, prepare a seniority roster of employees covered by the Agreement and copies thereof will be furnished to the Union. Such roster will show:
- a. Names of all regular employees.
  - b. The department in which each listed employee is employed.
  - c. The last date upon which the employee entered the Company's regular employ.

The first roster so prepared shall be subject to review and correction for a period of thirty (30) days, after which time it shall become the official seniority roster, except as to any correction, if any, to be made through the elimination of inaccuracies presented before the end of said thirty (30) day period.

## **ARTICLE 8 (REDUCTION IN FORCE)**

- 8.01 In the event of any reduction of the working forces, the Company agrees to notify the individual employees to be laid off not less than two (2) weeks prior to the lay-off and simultaneously to inform the Union of the names and occupations of the employees to be laid off; except when the lay-off is caused by emergency conditions beyond the Company's control. The Company shall give two (2) week notice in writing or two (2) weeks pay at the employee's straight time rate of pay in the event of any layoff.
- 8.02 Lay-offs due to lack of work shall be made in the inverse order of seniority provided:
- a. The employees affected by such reduction of force may exercise their seniority rights, displacing an employee with less seniority in a classification that they have previously held. This movement may not result in a promotion.
  - b. Such practice does not require the laying off of an employee covered by this Agreement fully qualified and having previously performed work which is still

available and must be performed; while at the same time continuing the employment of a person with greater seniority, but whose regular work has been eliminated or curtailed and who is not qualified to perform work which is still available and must be performed.

- c. If, in any instances, a senior employee refuses to accept an assignment, offered in order to preserve his employment, to a specified position at the prevailing wage rate for that classification, he/she may be laid off without regard to his seniority.
- 8.03 Employees who are laid off due to lack of work shall retain their accrued seniority for a period of one (1) year, but shall not accrue further seniority, and their service record shall not be terminated with the Company for that period unless the Company shall during the period offer them re-employment and receive a refusal or no response to notice sent in accord with the provisions of Section 8.05.
- 8.04 In rehiring regular employees laid off under provisions of Section 8.02 hereof, the Company shall offer re-employment in the order of net credited service to such former employees whom, at the time of lay-off, were performing services essentially the same as required for the vacancy to be filled.
- 8.05 Such former employees must keep the Company informed of the address at which he or she can be reached, and any offer of such re-employment shall be made in person, or by registered mail and addressed to the latest address so furnished by the former employee. When an offer of re-employment has been so made, the former employee shall inform the Company of his or her acceptance within a period not to exceed ten (10) days and shall report for duty within fifteen (15) days from the date such re-employment was confirmed.
- 8.06 If such former employee, upon re-employment, is assigned to essentially the same type of work as at the time he or she was laid off, he or she shall be paid at the rate currently in effect for that assignment, and for the service period which was credited to him or her for wage purposes at the time of his or her lay-off.
- 8.07 Former employees of the Company having more than one (1) year's experience in similar work requirement shall be credited at the time of re-employment with not less than twelve (12) months service for wage progression only. Any employee who has been laid-off and who is re-employed within one (1) year will return under his/her original wage schedule (Schedule 1 or Schedule 2).
- 8.08 Former employees shall have their wages adjusted after ninety (90) days in accordance with their length of previous service, if their ability and qualifications warrant such consideration.
- 8.09 Any employee hired at a wage rate above the minimum rate shown in the schedule for their classification shall progress to the subsequent wage levels in accordance with the time progression steps as shown on the schedule. The employee's wage rate will not

necessarily reflect his/her period of service with the Company or his/her seniority as defined in the Agreement.

8.10 Regular employees who are laid off shall be paid a termination allowance, determined as to the amount of their net credited service and straight-time rate of pay at the time of lay-off, on the following basis:

- a. Employees who have completed one (1) year or more of service but less than two (2) years shall be entitled to one (1) week's pay.
- b. Employees with two (2) or more years of service shall be entitled to two (2) weeks pay, plus two (2) day's pay for each year of service in excess of two (2) years.

Example:

2 Years	10.0 days
5 Years	16.0 days
10 Years	26.0 days
20 Years	46.0 days

- c. Termination allowance shall be in addition to **accrued** PTO allowance or other wage due the employee at the time of lay-off. Such employee recalled and subsequently laid off within six (6) months shall not be eligible to receive termination allowance. R
- d. Any employee recalled, who is subsequently laid off or terminated, shall be eligible for a termination allowance to be determined based on the employee's most recent recall date.

## **ARTICLE 9 (PLACEMENT AND PROMOTION)**

9.01 It is understood and agreed that the Company shall establish qualifications for all jobs. Such qualifications may be modified based on the needs of service. Prior to implementation, the Union will be notified and given the opportunity to discuss any modifications. When a vacancy exists, as determined by the Company, and the job is expected to last for more than thirty (30) days, it shall be posted in the following manner.

All job vacancies will be posted on the Sprint Intranet position announcement system for a period of seven (7) calendar days. Such posting shall set forth the nature of the job, its duties, required and preferred qualifications. At the same time the Company will furnish a copy of the job posting to the Union.

Job Interest Request forms will be submitted by interested employees, electronically through the Position Announcement System. In areas where employees do not have

access, the present system will remain in place until the electronic position announcement system is fully implemented.

Selection of the employee to be awarded the job and shall be determined by the Company from those bidders who are qualified, based upon specific skills that can be verified, ability, previous experience, attendance and seniority. Between two (2) or more applicants with equal qualifications, seniority shall prevail. Employees, who in the previous twelve (12) months have received formal discipline (written warning or above), may be ineligible to bid. In determining qualifications, the Company retains the right to administer equally fair tests, demonstrations, or physical assessments when such tests will assist in determining the qualifications of employees. In order to ensure consistent application of the provisions of the Placement and Promotions Article, the Manager of Employee Relations, or his/her designee will review and approve all changes to qualifications and job awards.

If no application is received or none of the applicants are qualified, the job involved may be filled, at the option of the Company by hiring from the outside, provided the applicant meets the qualifications as listed on the Job Posting.

- 9.02 Within thirty (30) days after the closing date of their receipt, applications received from regular employees of the Company will be considered, the job awarded, and the successful applicant, if any, and those unsuccessful applicants and the local Union will be notified. Employees awarded a job bid will be transferred to their new assignment within thirty (30) days after the award is approved.
- 9.03 Vacancies, as used in the preceding paragraphs, shall not include temporary vacancies resulting from: vacations, sickness, other absences of short duration or reliefs for regular employees' days off.
- 9.04 Any employee who is newly hired or has transferred as a result of a bid cannot bid to another vacancy until they have performed in their new job assignment for at least twelve (12) months.
- 9.05 An employee promoted or transferred in accordance with this section, shall be employed on the job to which the employee was promoted or transferred for a reasonable trial period of not to exceed six (6) months. If following a reasonable trial period of not to exceed six (6) months, an employee promoted or transferred in accordance with this section, still is unable to perform the job to which the employee is promoted or transferred to the satisfaction of management, the trial period for such employee may be extended up to three (3) months with mutual agreement between the Company and the Union. If the employee is still unable to perform the job to which the employee is promoted or transferred to the satisfaction of management, such employee shall be permitted to return to his/her former job classification or to another job classification of similar requirements and rate of pay as determined by the Company. Such employee

shall, however, not be eligible to bid on another position for a period of twelve (12) months from when the employee was awarded the bid.

If the employee is returned to their former classification on two (2) consecutive occasions, such employee will not be eligible to bid on another position for a period of twenty-four (24) months from when the employee was awarded the bid.

- 9.06 Refusal of transfer for any reason by an employee shall not in any manner impair the employee's seniority status or deprive such employee further opportunity for advancement. In the event, however, that an employee refuses transfer offered for the purpose of maintaining his or her continuity of service, such employee may be then laid off, but only in accord with his or her seniority status.
- 9.07 Employees accepting demotion for the purpose of maintaining continuity of employment shall receive the corresponding wage rate for a period of service in the classification to which he or she may be transferred.
- 9.08
- (A) An employee desiring to transfer to a different reporting location in the same classification may submit a written request to the Employee Relations Department. The employee requesting the transfer must possess the requisite skills of the vacant position. Transfer requests will remain on file for six (6) months. Employee will be subject to the discipline restrictions in Section 9.01. Employees successfully transferring under the provisions of the section will not be eligible to move for a period of twelve (12) months. Once the transfer request has been granted, the employee is obligated to fulfill the move.
- (B) An employee desiring to trade reporting locations with another employee may submit a written request to the Employee Relations Department. The employee(s) requesting the trade must possess the requisite skills for the positions. Employees will be subject to the discipline restrictions in Section 9.01. Trade requests must be approved by the respective Manager(s). No request shall be denied unless a specific reason is given in writing.
- 9.09 Any regular employee covered by either the Plant or Clerical/Operator Services Collective Bargaining agreements may apply and compete equally for any bargaining unit position within the company.
- 9.10 Wage Treatment: Journeypersons awarded a journeyperson position in a higher wage group will be paid at the next higher step in the new wage group. Employees awarded an Apprenticeship position will remain at their present wage rate for the first six (6) months. Then will receive the next step, which gives them an increase.

## **ARTICLE 10 (DESIGNATION OF EMPLOYEES)**

- 10.01 Employees are designated as Temporary, Probationary or Regular, who may be either full-time or part-time.
- 10.02 TEMPORARY EMPLOYEES are employees hired to work during a period when additional work of any nature requires a temporarily augmented force, or in the event of an emergency, or to relieve regular employees because of illness or to work during PTO periods. Such employees shall not be paid less than the rate established for the classification in which they are working. During the temporary employment period, the Company may at its option lay-off or dismiss such employees.
- 10.03 Any temporary employee who has been continuously employed by the Company for a period of six (6) months shall automatically become a regular employee, unless mutually agreed upon between the Company and the Union and his or her seniority shall date back to date of employment.
- 10.04 PART-TIME EMPLOYEES are those employees who regularly work for a less period each day or week than the established workday or week. Part-time employees shall enjoy the benefits accruing from Company seniority and wage progression according to total hours worked not to exceed forty (40) hours per week.
- 10.05 PROBATIONARY EMPLOYEES are those employees who are engaged with the understanding that they will become regular employees provided they can qualify. Such employees shall be considered to be on probation for the first six (6) months of employment, during which time the company may at its option transfer, lay-off or dismiss such employee.

Probationary employees who have not satisfactorily completed formal training or departmental training and appraisal program, may at the discretion of supervision have their probationary period extended up to three (3) months, during which time the company may at its option layoff, transfer, or dismiss such employee. If the probationary period is to be extended, the Company must notify the employee and the Union Business Manager in writing no later than two (2) weeks prior to the completion of the first six (6) months.

- 10.06 REGULAR EMPLOYEES are those who have been employed by the Company for more than six (6) months and have successfully completed their probationary period. Such employees on a part-time basis due to service requirements shall enjoy seniority benefits and hourly wage progression according to total hours worked not to exceed forty (40) hours per week.

## ARTICLE 11 (SUNDAY AND OVERTIME PAYMENT CLERICAL)

- 11.01 Time and one-half (1 1/2) will be paid for all time worked in excess forty (40) hours in a week.
- a. Holiday time, jury duty and PTO within a regular employee's scheduled work week, whether worked or not worked, shall be used in the computation of weekly overtime.
- b. Not more than one (1) overtime payment or one (1) holiday or jury duty payment shall be paid for the same time worked.
- 11.02 All overtime shall be paid for in money and no employee will be required to take time off for overtime worked or to be worked for the purpose of leveling off total earnings.
- 11.03 Any employee called out for overtime duty shall receive at least a minimum equivalent of two (2) hours straight-time pay. Reasonable time allowed for traveling to and from home shall be considered as time worked.
- 11.04 The Company will endeavor to distribute overtime work as evenly as possible among the employees within the work group.
- a. All hours worked in excess of fifty-five (55) in a week shall be paid at the rate of two (2) times the employee's straight time rate of pay.
- b. Except for excess weekly overtime hours referred to in (a) above, no other overtime hours worked shall be paid for at a rate higher than the one and one-half (1 1/2) times the employee's straight-time rate.

All departments will be required to distribute overtime in accordance with the following:

When the Company determines that overtime is necessary, the supervisor and/or Manager shall ask for volunteers by work group/crew.

The employee elected to work overtime shall be the employee with the least amount of year to date overtime on the volunteer list. If no year to date overtime exists then the most senior volunteer shall be offered the overtime work.

If the company is unable to secure enough employees to work the overtime, they may force the employee with the least amount of year to date overtime.

Nothing in this policy will prohibit the Company from using the most economical employee to work the overtime. (MOST ECONOMICAL REFERS STRICTLY TO DOUBLE-TIME PROVISIONS ONLY)

- 11.05 In all reference to overtime, Sunday and holiday payments, it is understood that the payments are based on the employee's straight-time rate of pay plus any differential applicable for the hours worked.
- 11.06 An overtime list for each work group shall be posted on the bulletin board every thirty (30) days. This list shall contain the employee's name and classification and the total of overtime hours worked outside regularly scheduled shifts within a thirty (30) day period.

## **ARTICLE 12 (HOLIDAYS)**

12.01 The following days are authorized and shall be observed as holidays effective 2004:

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

- 12.02 Authorized holidays falling on Sunday shall be observed on the following Monday, authorized holidays falling on Saturday shall be observed on the preceding Friday and holiday practices shall apply in all respects the same as for holidays which fall on Monday or Friday. The Saturday and/or Sunday shall be considered the same as any other Saturday or Sunday.
- 12.03 Employees working a Tuesday through Saturday shift wherein an authorized holiday falls on a Saturday shall be allowed to observe their holiday on Saturday, instead of Friday. Employees working Tuesday through Saturday will observe Monday holidays on Tuesday.

Example: John works Tuesday through Saturday. This year Christmas falls on Saturday. John may observe Christmas on Saturday and work Friday at the straight time rate of pay.

- 12.04 All regular employees shall receive eight (8) hours at the straight-time rate of pay including applicable title differentials, for the holidays authorized in Section 13.01 above, whether or not they perform work, except as provided in Section 13.08 hereof, and, in addition thereto, they shall be paid.
- 12.05 For all time worked on holidays, employees shall be paid at time and one-half (1 1/2) their respective straight-time rate of pay, including applicable differentials as determined by management.
- 12.06 Employees failing to report for scheduled work on a holiday or failing to report on the day immediately preceding and/or the day following the holiday shall receive no holiday

allowance or other holiday pay. Employees who fail to report the day immediately preceding and/or the day following the holiday or the holiday, due to illness will receive holiday pay provided they present both a paid receipt and doctor's excuse upon their return to work.

- 12.07 Employees that work on a holiday will receive holiday pay regardless of whether they work the scheduled day prior to or after the holiday.
- 12.08 Holiday time for employees working all night shifts, starting at night on one day and ending on the morning of the following day, shall be one (1) shift which begins on the day before and ends on the holiday or which begins at or after midnight but prior to 6:00 a.m. and ends on a holiday.
- 12.09 Holiday work shall be assigned by volunteer with the greatest amount of seniority. If there is not a sufficient number of volunteers then, the company shall force by inverse order of seniority until the need is satisfied.
- 12.10 Time worked after 6:00 p.m. on Christmas Eve (December 24th) shall be paid for at one and one-half (1 1/2) times the employee's straight-time rate of pay including applicable differentials provided that time worked on any all night shift beginning on December 24th and ending on the holiday shall be paid for as holiday time worked.
- 12.11 An employee will be allowed an extra day's PTO for an authorized holiday falling during the employee's PTO period; or, in lieu thereof, the Company may pay the employee an additional day's pay for the holiday.
- 12.12 Employees who work on a holiday shall not be scheduled an additional day off during the week for the purpose of leveling off totaling earnings.
- 12.13 The practices herein referred do not apply to employees on leave of absence or authorized absence for one week or more or to employees absent due to illness.
- 12.14 Employees who volunteer for holiday work (wherein the holiday work is in addition to their regular work schedule) who are relieved from duty during the first half of a scheduled day or shift shall be paid for not less than one-half (1/2) day's time; if relieved after having been on duty more than one-half (1/2) day's time; they shall be paid for a full day's time, except if they are relieved at their own request shall be paid only for the time worked.

## ARTICLE 13 (PAID TIME OFF)

13.01 Paid PTO shall be allowed all full-time employees of the Company who have been employed at least one (1) year in accordance with the following:

- a. Employees who have been employed for twelve (12) consecutive months will be granted **80 hours accrued PTO and 64 hours current PTO**;
- b. Employees who have been employed for five (5) years, of net credited service, will be granted **120 hours accrued PTO and 64 hours current PTO**;
- c. Employees who have been employed for fifteen (15) years, of net credited service, will be granted **160 hours accrued PTO and 64 hours current PTO**;
- d. Employees who have been employed for twenty-five (25) years, of net credited service, will be granted **200 hours accrued PTO and 64 hours current PTO**.

A week of PTO shall mean a period of seven (7) consecutive days, including normal days off which are not to be paid for.

13.02 Part-time employees shall be allowed PTO time in the following manner:

Regular part-time employees' PTO is pro-rated and earned based on his or her percentage of full-time work (e.g. a part-time employee with 4 years of service regularly scheduled to work 20 hours per week will **allowed 40 hours of accrued PTO and 32 hours of current PTO** per calendar year).

13.03 With prior management approval, PTO may be taken in intervals less than forty (40) hours.

13.04 No PTO will be scheduled in excess of their PTO credit. PTO pay will be computed at the employee's straight-time rate of pay.

13.05 PTO pay will be paid during regular pay periods.

13.06 Employees will be permitted a choice of PTO time on a seniority basis, by work group, insofar as operating schedules permit. Employees, by seniority, will select their full weeks and day-at-a-time PTO at the same time. Full weeks take precedent over day-at-a-time scheduling.

- a. Between September 1 and December 1, the Company will establish the PTO schedules for all employees who will be eligible for PTO in the succeeding calendar year. In so doing, the Company will give consideration to each employee's seniority and expressed choice of PTO period(s) insofar as the available PTO periods established and operating schedule will permit.

- b. Any employee who fails to indicate a choice of PTO will be construed to have waived whatever right he/she may have had to choose his/her PTO period.
  - c. A copy of the PTO schedule will be posted on bulletin boards no later than December 1st of previous calendar year.
  - d. Workload, service conditions and other requirements of the business permitting, the PTO schedules shall be prepared in such a manner as will permit a maximum number of PTO to be taken during the more desirable PTO periods.
- 13.07 Employees whose first (1st) service anniversary date falls within the current calendar year shall be eligible to take two (2) weeks of PTO at any time after their service anniversary date, subject to their seniority rights, and work and service conditions permitting, provided that:
- a. If the employee's first service anniversary date occurs on or after September 1st, the Company will make arrangements for such employee's PTO to be taken prior to his/her service anniversary date, but not earlier than September 1st of the current calendar year.
- 13.08 PTO time assignment which has been confirmed to an employee shall not be changed, except in cases of illness of other employees or emergency or for other causes beyond the control of the Company provided that:
- This provision shall not preclude employees normally assigned to like work from changing assigned PTO periods by mutual agreement between the employees affected with the approval of the department heads.
- 13.09 An employee's PTO period will not be changed after the PTO has begun, except for an extreme emergency.
- 13.10 The needs of the service demanding, the Company may restrict PTO scheduling during peak periods of service.
- 13.11 PTO hours are not cumulative and must be taken in the calendar year in which they are due.
- 13.12 With prior management approval, an additional work week off without pay will be allowed employees in connection with the particular PTO to which they are entitled, if such time will not interfere with the scheduled PTO of other employees and provided the request is made at the time the PTO is selected.
- 13.13 The Paid Time Off program includes both Scheduled PTO and Unscheduled PTO. Scheduled PTO are those hours selected by the employee in accordance with the PTO selection process. Unscheduled PTO occurs when an employee requests time away from

work that is not pre-scheduled. Scheduled PTO hours are included as part of a regular work week for overtime purposes. Unscheduled PTO hours are not included as part of the standard work week for overtime purposes.

- 13.14 Unscheduled unauthorized PTO time will count at an occurrence under the attendance plan.
- 13.15 In the event an employee is not able to take all of his/her **accrued** PTO time in the current year (due to the needs of service or personal illness) he/she may carry over up to forty (40) hours of **accrued** PTO time to be used by March 31<sup>st</sup> of the following year. R

#### ARTICLE 14 (BEREAVEMENT)

14.01 Full pay shall be allowed in the following absences:

- a. Any employee who is called upon to be absent from duty due to a death in the employee's immediate family will be excused without loss of pay for up to five (5) consecutive scheduled work days including weekends, holidays and PTO, provided the employee provides appropriate proof of death upon return to work. "Immediate family" as used in this paragraph means the employee's spouse, parent (including stepparents), child (including stepchildren) and sibling (including stepbrother or stepsister).
- b. Any employee who is called upon to be absent from duty due to a death in the employee's "other covered family members" will be excused without loss of pay for up to three (3) consecutive scheduled work days including weekends, holidays and PTO, provided the employee provides appropriate proof of death. "Other covered family members" as used in this paragraph means the employee's aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparent-in-law.

The employee will determine when the bereavement period will begin provided they exercise these provisions within seven days from the date of death and notify their immediate supervisor prior to beginning bereavement leave.

14.02 Manner of payment: Payment made under any of the foregoing provisions shall be computed on the basis of the employee's regular scheduled straight-time rate of pay, including applicable title differentials. Excused time granted, or paid for, under this Article shall not be considered as time worked for any purpose under this Agreement.

## **ARTICLE 15 (JURY DUTY/WITNESS DUTY)**

- 15.01 Any regular employee who has been lawfully summoned to report for jury service, or summoned to appear as a witness in court for a case to which they are not a party, and who actually performs jury service, or appears as a witness, will be paid by the Company at straight-time rate of pay (not to exceed 8 hours per day), for such regular time as the employee is required to be absent from duty. Employees shall furnish the Company with a statement from an officer of the court setting forth the time and days on which they reported for jury duty. Compensation occurs provided that:
- a. Such employee shall notify their immediate supervisor of the receipt of such summons on the employee's first scheduled workday following receipt of such summons - 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.
  - b. Any such employee who on any day is excused from such jury or witness duty, at a time that will permit them to return to work for a part of the day, shall communicate with management for such assignment as is reasonable under the circumstances.
- 15.02 Manner of payment: Payment made under any of the foregoing provisions shall be computed on the basis of the employee's regular scheduled straight-time rate of pay, including applicable title differentials. Excused time granted, or paid for, under this Article shall not be considered as time worked for any purpose under this Agreement.

## **ARTICLE 16 (LEAVES OF ABSENCE)**

- 16.01 To the extent that the needs of service will permit, the Company will grant an authorized leave of absence, without pay, for a period of not to exceed six (6) months to any regular employee who requests same.
- a. Leaves of absence for Union activity are covered under article III of this Agreement.
  - b. An extension of an authorized leave of absence beyond six (6) months will not be granted, except as provided for in Article III of this Agreement.
  - c. Working for another employer or becoming otherwise gainfully employed during a leave of absence, or extension thereof; or failure to return to work at the end of an authorized leave of absence, or extension thereof, shall be deemed as termination of employment with the Company, except as provided for in Article III of this Agreement.

d. Job vacancies created by leaves of absence will be temporarily filled wherever possible, but the Company reserves the right to permanently fill these vacancies where required by the needs of service.

e. An employee who is unable to return to work as a result of an accident or illness, with proper medical documentation, may be granted a leave of absence for up to six (6) months.

f. All requests for leaves of absence shall be submitted at least thirty (30) days in advance, if possible.

g. All leaves of absence shall be granted in writing; shall be dated and show the period of the leave granted; conditions under which it is extended; shall be signed by a designated representative of the Company. A copy of the approved "Leaves of Absence" form shall be furnished to the employee and to the Business Manager of the Union.

h. Leaves of absence granted regular employees having one (1) year or more of service shall not affect the employee's eligibility for a vacation.

16.02 An employee shall, upon return from a leave of absence, be reinstated:

a. At work generally similar to that in which he or she was engaged immediately prior to his or her absence; and

b. On the payroll at the wage progression level at the time the leave of absence began: provided that such job is still available and must be performed and provided that the employee has the physical and mental fitness and capacity to perform the work, subject to the seniority and associated provisions of this Agreement.

16.03 It is the Company's and Union's intention that the leave policy set forth in this section comply in all respects with the Family and Medical Leave Act.

a. Leaves of absence granted under Family and Medical Leave shall be in one of the following categories.

1. Leave due to an employee's serious health condition as the result of an illness or accident.
2. Leave to care for a newborn or newly adopted or newly placed foster child.
3. Leave to care for an employee's spouse, child or parent with a serious health condition.

b. Regular employee whose illness or injury requires that he/she be absent from work is entitled to a leave of absence up to 12 work weeks. A leave for this purpose must be taken during the 12 month period beginning on the date of the first day of the approved

medical leave. A medical certification shall be required to obtain a medical leave of absence. 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 re-assuming their job duties.

c. A regular employee shall be entitled to a leave of absence of up to 12 work weeks 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.

d. A regular employee shall be entitled to a leave of absence of up to 12 work weeks to care for their spouse, child or parent when that individual has a serious health condition. A leave for this purpose must be taken during the 12 month period beginning on the first day of the approved family leave. A medical certification shall be required to obtain a leave of absence for this purpose.

e. Leaves of absence for an employee's illness or injury, or 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 shall not exceed a total of 12 work weeks in any 12 month period individually or aggregated with other leaves of absence granted pursuant to this section. In order to be eligible, such employee must have been employed at least one year and have worked at least 1,250 hours in the last year. Spouses who work for Sprint are allowed a combined total of 12 weeks for the birth or adoption of a child.

f. If the need for a family or medical leave is foreseeable, the employee must give thirty (30) days' notice to the Company. If such need is not foreseeable, employee must give as much notice as possible.

g. Employees who are on leave of absence due to their own personal illness or injury may be entitled to Short Term Disability benefits. Other leaves of absence taken pursuant to this section shall be without pay. If an employee is still eligible for PTO at the end of the year, such employee shall be taken off accident and sickness benefits and placed on PTO.

h. Employees are required to submit FMLA documentation no later than fifteen (15) days from their first day of absence unless prevented from doing so due to mitigating circumstances.

## **ARTICLE 17 (MILITARY LEAVES)**

17.01 Any employee who enlists or who is inducted into the military forces of the United States shall be re-employed in accordance with the re-employment rights provided under the Vietnam Era Readjustment Assistance Act, as of now or hereafter amended, upon his or her return from a military leave of absence --

Subject to the seniority and associated provisions of this Agreement and provided that the employee has the physical and mental fitness and capacity to perform the work be reinstated;

- a. On the same job he or she left when such leave of absence began, provided that job is available; otherwise
- b. At work generally similar to that in which he or she was engaged immediately prior to the beginning of such leave of absence, and at the appropriate wage progression schedule rate applicable to such work, provided that such job is available; otherwise
- c. If no vacancy exists in any job referred to under a. or b., one (1) may be immediately created by demotion or lay-off subject to the provisions of Article VI.

17.02 Employees on annual military active duty or active duty training will be paid their basic hourly rate for up to one (1) week per year (up to forty (40) hours) and allowed to retain any military pay received. Employees who are to be gone for more than one (1) week during any one (1) year will be allowed to use available PTO time, or will be granted an unpaid leave of absence. All arrangements should be discussed with the immediate supervisor as far in advance as possible.

## **ARTICLE 18 (FEDERAL AND STATE LAWS)**

18.01 Should any provision of this Agreement be declared illegal by any court of final jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

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

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

18.04 The Americans with Disabilities Act (ADA) prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability. To comply with the provisions of the Americans With Disabilities Act (ADA), both parties recognize that employment decisions must be based on the ability of the person to perform the job and not on the person's disability or limitations. It is also recognized that the Company must "reasonably accommodate" individuals with disabilities when necessary. Whenever it appears that an employee may qualify under the provisions of the ADA, the Company shall determine the following:

The essential functions of the job;

Whether a person with a disability, with or without accommodation, is qualified to perform these duties; and,

Whether a reasonable accommodation that does not constitute an undue hardship can be made for a qualified individual.

If it is determined that the employee qualifies for an ADA accommodation, both parties agree to take all actions necessary to comply with the ADA provisions. Such actions may include, but not be limited to, placement of the qualified individual in a manner, which is outside of the bidding and seniority requirements of the collective bargaining agreement. A joint effort shall be made between the Company and the Union with respect to placement of employees as part of a reasonable accommodation required by the ADA.

#### **ARTICLE 19 (HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT)**

19.01 **The regular work day may consist of two sessions of up to nine (9) hours** excluding the lunch period of not to exceed on (1) hour. The straight-time rate of pay shall be paid employees required to take their lunch period more than one (1) hour beyond the regular starting lunch time. **Up to six (6) such work days within any calendar week period shall constitute a regular work week.** R

19.02 The regular work day shall fall between the hours of 5:00 AM and 9:00 PM in the Call Centers, 7:00 AM and 10:00PM in the Retail Stores.

19.03 The week shall begin Sunday at 12:01 a.m. and end on Saturday at 12:00 midnight.

19.04 a. **A schedule shall be posted or furnished to show the days and hours of work for one month for all employees. The schedule shall be posted or furnished one (1) week in advance of the first scheduled working day of the one month period. New or revised schedules of work shall be posted or furnished at one week intervals following the date of posting of the first schedule.** R

**Schedules may be changed from time to time in order to meet service requirements. The Company will provide the affected employees as much advance notice as possible of the effective date of the change in any previously posted or furnished schedule.**

R

- b. Employees within their probationary or trial period in accordance with Section 7.07 and 8.05 will not be able to bid on shift bids unless mutually agreed between the Company and the Union.
- 19.05 Employees shall travel from job to job on Company time and shall report to their assigned headquarters. An employee required to change headquarters shall be notified at least twenty (20) hours in advance of the change in reporting location. Failure to give proper notification shall result in one (1) additional hour of straight-time pay as penalty, which shall not be used in the computation of weekly overtime.
- 19.06 An employee shall be paid a meal allowance of \$6.00 or have a meal provided and paid for by the Company (such meal not to exceed \$6.00) whenever he/she continues to work two (2) or more hours beyond his/her scheduled quitting time, and at intervals of six (6) hours thereafter, until the start of his/her next regular work day or until he/she is released from duty, whichever is earlier; the above-referenced meal(s) may be eaten on Company time.
- 19.07 The Company will provide clean and sanitary work quarters, with proper and sufficient ventilation, heating and cooling for employees required to work indoors.
- 19.08 Employees temporarily loaned to another classification shall not have their wages reduced, and if assignment is to a position in a higher classification, shall be paid a two (2) step wage progression increase in the higher classification; however, no employee shall exceed the top wage rate of such classification. Employees shall be paid at the higher rate for a minimum of one (1) hour and thereafter the actual time worked in that classification.
- 19.09 An employee whose classification has been changed shall not have his or her wages reduced except in cases of demotion or in case the employee desires the change in classification.
- 19.10 Employees relieved from duty due to medical reasons during the first half of a regularly scheduled day or shift shall be paid for not less than one-half (1/2) day's time; if relieved after having been on duty more than one-half (1/2) day, they shall be paid for a full day's time, except if they are relieved at their own request shall be paid only for the time worked.
- 19.11 No employee will be required to work in excess of sixteen (16) hours in any one (1) continuous period.

- 19.12 When in the Company's judgment, and at its discretion, non-supervisory employees within the bargaining unit are specifically appointed to an in-charge capacity as a temporary replacement of a management employee, those employees will be paid a differential of one dollar **and fifty cents (\$1.50)** per hour for all hours worked during the period of such appointment. R
- a. Such appointment shall not be construed as a reclassification of the employee, or change the employee's job classification, and shall not affect in any way the employee's right to benefits under this Agreement to which he/she is otherwise eligible or entitled.
- 19.13 A fifteen (15) minute relief period shall be provided for each employee once each regular uninterrupted half day's tour of duty. Work conditions permitting, each rest period shall be given as near the middle of the half day's tour as practicable. All such rest periods shall be considered and paid for as time worked.

#### **ARTICLE 20 (PAY FOR PERFORMANCE)**

- 20.01 The Pay for Performance Plan will apply to employees in the Service Representative and Retail Sales Consultant classifications. Such employees will be eligible to receive earnings pay-outs according to the terms and conditions of the Plan.
- 20.02 Employees will receive a daily sales tracking report that can be used to track monthly sales objectives and earnings. For tax purposes, incentive dollars are to be treated as regular income (and not grossed up). Incentive earnings will be taxed at the applicable tax rate. Employees will receive incentive earnings under PFP in the second paycheck of the month following their sales.
- 20.03 Unless otherwise specifically noted above, the parties agree that the Company may make reasonable unilateral modifications, deletions, or changes to any terms, conditions, criteria, or parameters of PFP (including objectives, product line categories, thresholds, or any other provisions). Any modifications made to PFP will not affect money already earned under such Plan. The Company further agrees to notify the Union of any modifications to the Plan.
- 20.04 The Company may unilaterally develop, implement, administer, modify, or delete other recognition and/or reward programs.
- 20.05 The Company agrees that if, during the life of this agreement, it grants any better terms or conditions to **other represented employees**, under the Pay for Performance Plan, than those set forth in the IBEW 396 agreement, the Company shall immediately grant those better terms and conditions to IBEW 396. R

Should it become necessary to adjust the payout guarantee downward the following are examples of reasons (but not limited to) that may be considered: Changes in the nature of

the center's work responsibility e.g. change to repair or pure service environment. Lowered quota expectations, consistent with PFP plans. Extraordinary circumstances, and this will be discussed with the union.

## ARTICLE 21 (GENERAL)

- 21.01 The Employees FlexCare **Plan**, including Medical, Vision, Dental Plan and Long Term Disability Benefits and the Short Term Disability Benefits, Retirement **Pension** Plan and Retirement Savings Plan for employees of Sprint of Nevada are, by reference, made part of this Agreement. A complete copy of all plan documents covered by the Collective Bargaining Agreement will be put on file at the Local Union and Labor Relations Offices for employee's to review. R
- 21.02 This Agreement shall be binding upon the successors and assignees of the Company, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, reorganization or assignment of the Company, or by any change in the legal status, ownership or management thereof.
- 21.03 Payday schedule – Paychecks for all employees working under the terms of this Agreement shall be placed into the U.S. Postal Service by noon on every other Wednesday or by direct electronic deposit by noon on every other Friday. All payroll deductions shall be made from checks issued to cover the first two payroll periods of each month. Electronic pay subs shall be made available to employees who elect direct deposit by 5 p.m. on the Thursday preceding the payday. Each such paycheck shall be for the two calendar weeks ending not earlier than the end of the second preceding calendar week.
- 21.04 For the purpose of this Agreement, it is mutually agreed between the parties signatory hereto that all prior agreements and amendments thereto between the parties relative to those employees covered under this Agreement, except for the National Bargaining Agreement, are hereby terminated as of the signing of this Agreement.
- 21.05 The Company will provide on its premises clean, sanitary and reasonably comfortable rest and wash rooms, including first aid cots for employees, together with a proper place for storing lunches carried by employees, and for reasonable safeguarding employees' out-of-doors clothing and necessary personal effects on the Company's property during the time employees are on duty. The Union agrees to cooperate with the Company in the maintenance of these facilities.
- 21.06 The Company shall maintain adequate air conditioning systems.
- 21.07 The parties hereto agree to cooperate in using all reasonable means to eliminate conditions of danger to either the; general public, the Company, or its employees.

- 21.08 The Company agrees to furnish such safety devices and equipment, including first-aid kits, as may be reasonable and necessary for the health and safety of its employees, and the Union agrees, on behalf of the employees, that such equipment will be used.
- 21.09 Work normally done by the employees covered hereunder shall not be performed by supervisory or salaried employees of the Company except in cases of emergency, if qualified employees covered by this Agreement are available for such work.
- 21.10 When an employee is transferred to any position in which he or she has had no previous experience, he or she shall be given a reasonable break-in period with an experienced person, or qualified instructor, in that position and adequate instruction.
- 21.11 An employee whose classification has been changed shall not have his or her wages reduced except in cases of demotion or in case the employee desires the change in classification.
- 21.12 Employees relieved from duty during the first half of a regularly scheduled day or shift shall be paid for not less than one-half (1/2) day's time; if relieved after having been on duty more than one-half (1/2) day, they shall be paid for a full day's time, except if they are relieved at their own request shall be paid only for the time worked.
- 21.13 Any new classifications which may be established hereafter covering any of the work normally performed by employees within the Bargaining Unit shall be defined and the job descriptions furnished to the Union prior to the filling of such positions. The rate established for such a new classification shall be that mutually agreeable to the parties herein.

## **ARTICLE 22 (PART-TIME REMOTE SERVICE REPRESENTATIVES)**

- 22.01 Articles 3.10, 19.03, 21.06, 21.07 and 21.09 of the Labor Agreement will be waived for part-time remote service representatives.
- 22.02 The Business Manager and/or his designated representatives will make arrangements with the part-time remote service representatives and the Human Resource-Labor Relations, prior to accessing the part-time remote service representative's property.
- 22.03 The Company will provide all equipment, tools, and furniture required to maintain a work station for all part-time remote service representatives.
- 22.04 The Company will provide workman's compensation coverage for all part-time remote service representatives during scheduled work hours.
- 22.05 The part-time remote service representatives will be scheduled hours between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

- 22.06 The Company will schedule and publish a minimal number of hours in advance. However, additional hours may be required.
- 22.07 The part-time remote service representatives will be subject to the same attendance, tardy, service observing, work performance and all other company policies as are regular service representatives.
- 22.08 The part-time remote service representatives will receive formal classroom training in addition to any training required to process service orders. All initial training will be scheduled for forty (40) hours a week and conducted on Company property.
- 22.09 The part-time remote service representatives will be scheduled PTO within their own work group.
- 22.10 Part-time representatives shall not be required to make up time that would have been worked on a holiday provided they give management two (2) weeks notice of their desire not to be scheduled the make-up time.
- 22.11 The Company may, at its option, consider remote part-time service representatives for regular full time vacancies after a period of two (2) years from when he/she was awarded the position of remote part-time service representative.

### **ARTICLE 23 (RETAIL SALES)**

- 23.01 Each Retail Store will be considered as a separate reporting location. This will include overtime, shift bidding, and vacation.

### **ARTICLE 24 (DIFFERENTIAL FOR BI-LINGUAL SKILLS)**

- 24.01 A differential of **\$1.50** per hour will be paid to customer service representatives who are required to use their language skills other than English in performing their job duties. In order to be eligible an employee must be required to use their language skills in the performance of the normal duties on a regular basis. Employees may be required to successfully pass a Bi-lingual proficiency test.
- 24.02 Employees who use their language skills on an incidental or infrequent basis (Sales Consultants, Cashiers) shall be paid the hourly differential for the actual time they are required to use their skills. However, such employee shall be entitled to a minimum of one (1) hour.

24.03 Designation of employees who are entitled to the differential for Bi-lingual skills shall be made by the Company from the above criteria.

### **ARTICLE 25 (FOUR-DAY WORK WEEK)**

25.01 It is agreed a four-day work week may be implemented which will replace the normal five-day schedule, to all classifications whenever practicable, depending on service requirements and workload. It is mutually agreed that deriving incidental or indirect benefits, not specifically addressed, because of the implementation of a four-day work week is not in keeping with the intent and spirit of this agreement and any such efforts to derive such benefits will not be supported by either the Company or the Union.

25.02 When implemented, the four-day work week generally should apply to all eligible employees of the work group. Work group shall consist of a group of employees who work under the same first line supervisor and who regularly relieve each other.

25.03 Implementation of the four-day work week shall be based on the needs of the business. Such schedule will remain in effect until the service need is satisfied.

25.04 For employees normally scheduled forty (40) hours per week, each day will be of ten (10) hours duration.

25.05 For four-day work week employees, the schedule for weeks containing a fixed holiday will revert to a normal five-day schedule. Employees may also elect to use with management approval available PTO hours to attain a 40 hour week if they choose to remain on a four-day schedule a PTO day will utilize 10 hours of available PTO time.

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

25.07 It is recognized that various conditions, other than those specifically addressed in this section, may necessitate the temporary reverting of four-day work week employees to five-day schedules (e.g. formal schools, temporary transfers, other employees in work group on vacation, other employees in work group on A&S, worker's Compensation, the employee on A&S).

### **ARTICLE 26 (TRAVEL AND BUSINESS EXPENSE)**

26.01 The Company will furnish meals and lodging for all employees sent out of town overnight, **pursuant to the Corporate Travel Policy.**

R

26.02 Employee shall pay for all travel related expenses pursuant to the Sprint Employee Expense Practice either with a corporate credit card, issued in the employee's name, or by a personal credit card and being reimbursed. Personal credit card

reimbursement/corporate card direct payment for incurred expenses will require an approved expense report supported by receipts.

- 26.03 The Company will allow up to \$45.00/per day for meal allowance.
- 26.04 In addition to pay during flight time, if the employee's reporting work location is within the Las Vegas valley, the employee will get paid for one (1) hour before their flight departs and one (1) hour after their flight arrives.
- 26.05 If the employee's reporting work location is outside of the Las Vegas valley, the employee will be paid for actual travel time to and from the airport.
- 26.06 Travel time shall not be used in the computation of hours worked in excess of fifty-five (55) in a week.

#### **ARTICLE 27 (PAYROLL DEDUCTIONS)**

- 27.01 The Company is responsible for determining where credit union deductions should be remitted once they have been withheld. However, Sprint assumes no responsibility for the funds once they have been remitted to the appropriate location.
- 27.02 The employee must provide the Company with a Company-approved written credit union payroll deduction form.
- 27.03 The form must be dated and signed by the employee.
- 27.04 The deductions may be terminated by the employee by giving thirty days written notice, in advance, to the Company. The employee will also furnish the credit union with a copy of any such notice.
- 27.05 Payroll deductions shall be taken each pay period. The number of times that an employee can change credit union deductions amounts in a given calendar year will be limited to four times.
- 27.06 Any written notice terminating a request for payroll deduction will become effective as soon as possible, and no later than 30 days from the date such notice is received by the Company.
- 27.07 The Company assumes no responsibility in connection with the credit union except that of forwarding the withheld amount to the appropriate credit union.

## ARTICLE 28 (CONTRACTORS)

- 28.01 The Company will provide a monthly list of Contractors by department and classification. **The Company agrees to meet with the Union annually, at a mutually acceptable time, to discuss the efficient use of our workforce.** N

## ARTICLE 29 (LIGHT DUTY)

- 29.01 Regular, full-time bargaining unit employees who are unable to perform their normal job duties because of a temporary disability may be eligible for light duty.
- 29.02 Light duty means the temporary assignment of full-time available work which the disabled employee is qualified to perform and which can be performed without undue risk of injury to the employee (including aggravation of an existing condition) or to co-workers.
- 29.03 Light duty assignments may include some of the job duties within the employee's regular job classification and/or some or all of the job duties within another job classification.
- 29.04 The Company shall not be required to create work not otherwise available or to lay-off or terminate any other employee in order to make a light duty assignment available to a disabled employee.
- 29.05 Light duty shall apply providing (a) Employee provides written recommendation from his/her physician specific to light duty restrictions, (b) Employee Relations determines that light duty assignment is available for a temporarily disabled employee unable to perform his/her normal job duties, and (c) the attending physician of such an employee advised Employee Relations in writing that the employee is able to perform other duties on a full-time basis.
- 29.06 If it is determined that a light duty assignment is available, Employee Relations will inform the employee, the immediate supervisor, and his/her attending physician in writing of the job duties and physical requirements of the assignment.
- 29.07 If the attending physician advises the Company in writing that the employee can perform the assignment without undue risk of injury (including aggravation of an existing condition) to the employee or co-workers, the employee will be assigned to light duty.
- 29.08 While assigned to light duty, the employee will be paid at the wage rate for his/her regular job classification, and time worked on such assignment shall be included for purposes of wage progression in that classification or any other classification.
- 29.09 While assigned to light duty, the employee's service and seniority shall accrue for all benefits.

- 29.10 While assigned to light duty, the employee may be required to participate in (a) a rehabilitation program that may assist in recovery from his/her disability and/or (b) Company provided or sponsored training classes related to the employee's regular job classification. These requirements shall be waived if the employee's attending physician advises the Company in writing that the employee's disability prevents such participation.
- 29.11 Light duty assignments shall be of not more than three (3) months' duration unless extended by mutual agreement among the Company, the employee and the union representative. Light duty may be discontinued at any time if the Company determines that work is no longer available or that the employee is unable to perform the work in a satisfactory manner.
- 29.12 Light duty assignment shall not be considered "active full-time employment" for purposes of separating successive disabilities due to the same cause under the Accident and Sickness Benefit Plan ("A&S Plan"). Any A&S Plan benefits for which the employee is eligible at the commencement of his/her light duty assignment shall be frozen while the employee is on light duty. If the employee goes off light duty and is then unable to perform his/her normal job duties, the employee's A&S Plan benefits will resume from the point at which they were frozen and continue as if the employee had never been on light duty assignment.
- 29.13 If the attending physician of an employee on light duty advises the Company in writing that it is unlikely the employee will ever recover sufficiently to resume his/her normal job duties, then upon mutual agreement among the Company, the employee and the employee's union representative, the employee may be permanently assigned to an appropriate job classification at the applicable wage rate for that classification. Such permanent assignment shall not be considered a light duty assignment under this Practice.

### **ARTICLE 30 (STD COORDINATION WITH WORKERS COMPENSATION BENEFITS)**

- 30.01 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.
- 30.02 Once the employee has met the State waiting period of workers' compensation, the Company's designated Third Party, Administrator (TPA) will issue a check for the workers' compensation benefit, which is the TTD or TPD (temporary total disability for temporary partial disability). Once the employee has met the STD waiting period, they may also start receiving a check from Sprint for the difference between the TTD amount, up to a maximum of 85% of their gross weekly salary.

- 30.03 If it is determined that the employees STD benefit of 60% is less than the workers' compensation benefit from the insurance company, their Sprint checks will cease and they will only receive a check from the TPA. During this time, FlexCare benefits are maintained and benefit deductions will suspend. Upon return to work, the suspended deductions will automatically be taken out of the employees 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.
- 30.04 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.
- 30.05 When an employee is returned to work after being treated by a physician during his/her normal shift he/she shall be paid workers compensation time as follows:
1. The medical appointment must have supervisory approval.
  2. No overtime will be paid if the medical appointment extends past the employee's regular schedule.
  3. Travel and medical treatment time within the regularly scheduled shift will be paid at the straight time rate of pay and considered as "time worked" in the computation of weekly overtime.

### **ARTICLE 31 (WAGES)**

- 31.01 Wage Schedule 1, attached, affects Clerical and Operator Services employees hereto and by this reference made apart hereto, shall become effective as of the dates thereon, and shall be the wage rates and wage progressions established therein for employees hired on or before April 4, 1995.

Wage Schedule 2, attached, affects Clerical and Operator Services employees hereto and by this reference made apart hereto, shall become effective as of the dates thereon, and shall be the wage rates and wage progressions established therein for employees hired on or after April 5, 1995.

### **ARTICLE 32 (UNIFORMS)**

- 32.01 Professional Wear. At the sole discretion of the Company, uniform shirts will be provided for those classifications that the Company deems appropriate. The Company will pay 100% of the cost.
- 32.02 Color, style, and material blend of the clothing will be determined by the Company. The Company logo will be required on the shirts.
- 32.03 Company uniform shirts that have been in care of an employee who is terminated from the Company must be returned on that employee's last working day. Should the employee fail to do so, they will be responsible for the full cost of the uniforms issued to them.
- 32.04 Replacement of Company provided garments damaged through normal wear on the job will be the responsibility of the Company. The damaged or worn garment must be exchanged for the replacement garment. Employees will be responsible for the full Company cost of replacing garments should they be lost, stolen, or damaged through neglect.
- 32.05 Employees will be required to wear uniform shirts that are, in the Company's judgment, properly maintained and presentable. Uniform shirts must be worn tucked in, with color coordinated business attire. The wearing of the uniform shirts will be mandatory during all work hours. Employees failing to comply will be subject to disciplinary action.
- 32.06 Employees that choose to wear their shirts untucked will be provided an alternative shirt style and will not be required to tuck in their alternative style shirts.
- 32.07 The Company will furnish an appropriate number of uniform shirts. The Company may furnish additional garments if approved by management.
- 32.08 Regular and all appropriate maintenance of an employee's Company clothing is the responsibility of the employee.

### **ARTICLE 33 (FLEXCARE)**

Effective March 15, 2006, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees subject to this agreement in the FlexCare Plan as it is applicable to non-represented employees of the Company. The components of the FlexCare Plan available to employees subject to this agreement include the following benefit options: Medical, Prescription 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 also be credited with benefit dollars the same as those applicable to non-represented employees of the Company

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

As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on February 17, 2006, the Company reserves the right to amend or terminate any one of the various components of the FlexCare Plan at any time, including changing the deductible, co-payment, and maximum out-of-pocket amounts for certain health care options so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

#### **ARTICLE 34 (EIPP)**

34.01 During the term of this Agreement the Company may notify the Union in writing that operational, technological, or other business related to change has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to locations requiring change of residence. In the exercise of its sole discretion, the Company may deem it appropriate, for employees in the affected job titles and work locations to elect, in the order of seniority, and to the extent necessary to relieve the surplus, to voluntarily leave the service of the Company and receive Employee Income Protection Plan benefits described in paragraph two of this Letter of Agreement subject to the following conditions:

- a) Eligibility for employees in affected job titles and work locations will be employees who have at least ten (10) years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least 55 years (as of the date of the Company's notice to the Union) or whose age at last birthday and credited service (as defined in the Sprint Retirement Pension Plan) when added together total at least 75 (as of the date of the Company's notice to the Union).
- 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 employees may, if he or she so elects, voluntarily leave the service of the Company pursuant to this Letter of Agreement. Neither such determination by the Company nor any other part of this Agreement shall be subject to Arbitration.

- c) The number of employees who may make such voluntary election shall not exceed the number of employees determined by the Company to be surplus.
  - d) An employee's voluntary election to leave the service of the Company and receive Employee Income Protection Plan benefits must be in writing and transmitted to the Company within thirty (30) days from the date of 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) Employee who voluntarily elect to receive benefits under the provisions of this Agreement shall not be entitled to other severance pay benefits or other benefits which may be provided to laid off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Payments.
- 34.02 Employee Income Protection Plan payments for employees who voluntarily elect to leave the service of the Company in accordance with paragraph 1 shall be paid within one (1) month after such employee has left the service of the Company. Employees may elect to receive the total benefit in either a lump sum or in 12, 24, 36 or 48 equal monthly payments.
- 34.03 Effective 04/15/02, for employees who voluntarily elect in accordance with this plan, the Company will pay monthly as Employee Income Protection Plan payments, \$8.50 for each year of continuous service plus 35% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$400.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$19,200.
- 34.04 In no event shall the total of the Employee Income Protection Plan 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.
- 34.05 As used in this Agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- 34.06 Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of Sprint Corporation.
- 34.07 In the event of the death of a recipient of Employee Income Protection Plan 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.
- 34.08 When the surplus is not relieved by a sufficient number of employees voluntarily accepting the Company's offer under provisions of this Agreement, the Company may lay off employees as provided under other provisions of the Labor Agreement.

34.09 The provisions of the plan shall govern in all matters pertaining to the Employee Income Protection Plan.

### **ARTICLE 35 (TELEPHONE CONCESSION)**

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

R

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

### **ARTICLE 46 (SAVINGS PLAN)**

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

Centel Retirement Savings Plan for Bargaining Unit Employees.

The Company agrees to provide a means for employees to save for their retirement on a tax-preferred basis through the Centel Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan"). Employee and Company contributions to said Retirement Savings Plan are specified in this Agreement. All terms defined in the

Retirement Savings Plan shall have the meaning specified therein unless the context of this Retirement Savings Plan Agreement clearly indicates otherwise.

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

Employee Contributions.

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

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

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

Company Contributions.

- a) 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.** R  
|  
R
- b) The Company may provide an increased Company contribution based on the same performance measurement standard that applies in the Retirement Savings Plan for non-represented employees.
- c) Profit Sharing Contribution eligibility for employees terminated on May 2, 2004.

Vesting.

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

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

#### Investment Options.

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

#### Services.

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

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

#### 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.

## **ARTICLE 37 (RETIREMENT PENSION AGREEMENT)**

The Company has adopted the Sprint Retirement Pension Plan (the “Retirement Pension Plan”) and agrees to include employees covered by this Agreement as members of such Retirement Pension Plan in accordance with the Pension Agreement, which by reference thereto is incorporated herein and made a 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) 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.

### RETIREMENT PENSION AGREEMENT

#### Section 1: Sprint Retirement Pension Plan

The Employer agrees to provide to Covered Members, through the Sprint Retirement Pension Plan (the “Retirement Pension Plan”), the benefits hereinafter specified in this Agreement effective March 15, 2006. All terms defined in the Sprint Retirement Pension Plan, including Appendix MM, shall have this meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of Sprint of Nevada represented by Local Union No. 396A of the International Brotherhood of Electrical Workers who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

The provisions of the Retirement Pension Plan, other than Sections 3.1, Retirement Allowance General, and 3.2, Retirement Allowance on Termination of Employment or Retirement, including the rights of the Board of Directors of Sprint Corporation to make such amendments as it deems advisable with respect to all of the provisions of the Retirement Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that continuous service and credited service shall be determined in accordance with provision of Article IX, Definitions; and Paragraphs I, Continuous Service, and J, Credited Service, respectively of Appendix MM of the Retirement Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Employer and the Bargaining Unit terminates. Upon termination of this Pension Agreement, if as of such a date a subsequent Pension Agreement between Sprint of Nevada and the Local Union No. 396A of the International Brotherhood of Electrical Workers is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Article IX and Paragraph I of Appendix MM of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such termination date and receive the retirement allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's Normal Retirement Date, as defined in the Retirement Pension Plan.

N

**Pension band**

<b>Band</b>	<b>3/15/06</b>	<b>4/1/07</b>	<b>4/1/08</b>
<b>1</b>	<b>\$38.98</b>	<b>\$39.95</b>	<b>\$40.95</b>

R

R

**ARTICLE 38 (VOLUNTARY BENEFITS PROGRAM)**

Effective May 2, 2004, and continuing for the life of this Agreement, the Company agrees, subject to the limitation described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not be limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverages, Legal Services, **and Critical Illness Insurance.**

N

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

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

**ARTICLE 39 (TERM OF AGREEMENT)**

This Agreement becomes effective as of the 15th day of March, 2006, and shall continue in full force and effect through March 31, 2009 and shall continue in full force and effect from April 1st through March 31st of each subsequent year thereafter, subject to cancellation or amendment by either party, by the giving of written notice at least sixty (60) days prior to March 31, 2009. If amendment is desired, the contents of the amendment shall accompany the notice. If cancellation is desired, the reason for cancellation shall be fully set forth in the notice in order that during the sixty (60) days notice period, the parties may endeavor to settle any and all controversial matters at issue, including matters which caused the sending of the cancellation notice. Changes in this Agreement mutually agreed upon by the parties hereto, however, may be made at any time, provided that such changes are promptly reduced to writing and executed by authorized representative of both parties in the same manner as is this Agreement.

IN WITNESS WHEREOF, the parties hereto affix these signatures, subject to the approval of the International President of the International Brotherhood of Electrical Workers, this **23rd day of August, 2006.**

Signed for the Company,  
Sprint of Nevada

Signed for the Union,  
International Brotherhood of  
Electrical Workers' Local Union 396

/s/ Corwin Johnson  
By: Corwin Johnson  
Manager Employee Relations  
Sprint of Nevada

/s/ Charles Randall  
By: Charles Randall  
Bus. Mgr./Financial Secretary  
IBEW Local Union No. 396

**TIER 1 - WAGE SCHEDULES**  
 (For employees hired on or before April 4, 1995)

Wage Schedule 1 (OFE) TIER 1			
• Commercial Clerk II ( )			
	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
1-3 months	10.47	10.73	11.00
4-6 months	11.72	12.01	12.31
7-12 months	12.13	12.43	12.74
13-18 months	12.71	13.03	13.36
19-24 months	13.29	13.62	13.96
25-30 months	14.18	14.53	14.89
31-42 months	15.04	15.42	15.81
43-54 months	16.07	16.47	16.88
Over 54 months	17.35	17.78	18.22

Wage Schedule 1A (OFEF) TIER 1			
• Retail Cashier (CL072)			
	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
	16.27	16.27	16.27

Wage Schedule 2 (OFM) TIER 1			
• Commercial Clerk III (CL082)			
• Inventory Clerk III (UN385)			
	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
1-3 months	10.50	10.76	11.03
4-6 months	11.93	12.23	12.54
7-12 months	12.47	12.78	13.10
13-18 months	13.11	13.44	13.78
19-24 months	13.88	14.23	14.59
25-30 months	14.74	15.11	15.49
31-42 months	15.61	16.00	16.40
43-54 months	16.87	17.29	17.72
Over 54 months	18.31	18.77	19.24

**Wage Schedule 3 (OFH)**  
TIER 1

- Call Center Coach (UN256)
- Commercial Clerk IV (CL092)
- Property Management Clerk (UN257)

	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
1-3 months	10.87	11.14	11.42
4-6 months	12.37	12.68	13.00
7-12 months	13.04	13.37	13.70
13-18 months	13.69	14.03	14.38
19-24 months	14.58	14.94	15.31
25-30 months	15.48	15.87	16.27
31-42 months	16.52	16.93	17.35
43-54 months	17.78	18.22	18.68
Over 54 months	19.25	19.73	20.22

**Wage Schedule 5 (REP)**  
TIER 1

- Consumer Solutions Representative (CL664A)
- Retail Sales Consultant (UN255)

	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
	16.19	16.19	16.19

**Shift Differential**

A shift differential of \$1.00 per hour will be paid for each hour worked on a regular scheduled evening or all night shift falling between the hours of:

- Retail Store Operations 10:00PM and 7:00AM
- Spanish Call Center Operations 9:00PM and 5:00AM

**TIER 2 - WAGE SCHEDULES**  
(For employees hired on or after April 5, 1995)

Wage Schedule 1 (ONE) TIER 2			
• Commercial Clerk II ( )			
	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
1-3 months	9.07	9.30	9.53
4-6 months	10.34	10.60	10.87
7-12 months	10.76	11.03	11.31
13-18 months	11.31	11.59	11.88
19-24 months	11.94	12.24	12.55
25-30 months	12.81	13.13	13.46
31-42 months	13.65	13.99	14.34
43-54 months	14.71	15.08	15.46
Over 54 months	15.99	16.39	16.80

Wage Schedule 1A (ONEF) TIER 1			
• Retail Cashier (CL472)			
	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
	14.99	14.99	14.99

Wage Schedule 2 (ONM) TIER 2			
• Commercial Clerk III (UN464) • Inventory Clerk III (UN384)			
	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
1-3 months	9.09	9.32	9.55
4-6 months	10.55	10.81	11.08
7-12 months	11.11	11.39	11.67
13-18 months	11.71	12.00	12.30
19-24 months	12.46	12.77	13.09
25-30 months	13.33	13.66	14.00
31-42 months	14.26	14.62	14.99
43-54 months	15.51	15.90	16.30
Over 54 months	16.93	17.35	17.78

**Wage Schedule 3 (ONH)**  
TIER 2

- Call Center Coach (UN251)
- Commercial Clerk IV (N/A)
- Property Management Clerk (UN252)

	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
1-3 months	9.48	9.72	9.96
4-6 months	10.99	11.26	11.54
7-12 months	11.63	11.92	12.22
13-18 months	12.35	12.66	12.98
19-24 months	13.20	13.53	13.87
25-30 months	14.07	14.42	14.78
31-42 months	15.14	15.52	15.91
43-54 months	16.42	16.83	17.25
Over 54 months	17.87	18.32	18.78

**Wage Schedule 5**  
TIER 2

- Consumer Solutions Representative (CL665A),
- Retail Sales Consultant (UN250)

	Effective 03/15/06	Effective 04/01/07	Effective 04/01/08
Minimum	9.20	9.20	9.20
Maximum	15.11	15.11	15.11

## PAY RANGE SCHEDULES

Schedule 6 (NRPA)	
Pay Range for Consumer Solutions Representatives and Retail Sales Consultants who were/are hired on or after May 2, 2004.	
<ul style="list-style-type: none"> <li>• Consumer Solutions Representative (UN776)</li> <li>• Retail Sales Consultant (UN775)</li> </ul>	
	Effective 03/15/06
Minimum	8.51
Maximum	14.00

Schedule 7 (ONEA)	
Pay Range for Retail Cashiers who were/are hired on or after May 2, 2004	
<ul style="list-style-type: none"> <li>• Retail Cashier (UN777)</li> </ul>	
	Effective 05/02/04
Minimum	8.51
Maximum	10.50

### Shift Differential

A shift differential of \$1.00 per hour will be paid for each hour worked on a regular scheduled evening or all night shifts failing between the hours of:

- Retail Store Operations 10:00PM and 7:00AM
- Spanish Call Center Operations 9:00PM and 5:00AM

## WAGE ATTACHMENT

- Employees with frozen wages shall receive a one time lump sum in the amount of \$150.00.
- Employees in pay ranges below the maximum pay will receive a 2% base wage increase (on the contract anniversary date, 4/1/07 in year two, 4/1/08 in year three) until they reach the maximum pay level of their respective job title.