

AGREEMENT

2006– 2009

BETWEEN

UNITED TELEPHONE COMPANY OF OHIO

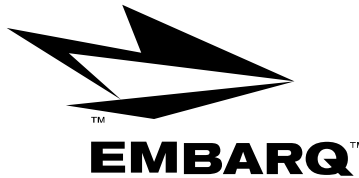
AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION 688 AFL-CIO-CLC

EFFECTIVE JUNE 1, 2006

CONSUMER MARKET OPERATIONS, MARKETING AND
NETWORK DEPARTMENTS

MANSFIELD DISTRICT



United Telephone Company
Of Ohio

2006

Company Negotiating Committee

Corwin Johnson
Tom Meehan
Molly Heichel

Union Negotiating Committee

Carl Neutzling
Don Garriott
Greg Williams
Steve Frazee

INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	Effective Date – Notice – Amendment	1
II.	Recognition	2
III.	Union Security – Dues Deduction	3
IV.	Grievance Procedure	4
V.	Arbitration Procedure	7
VI.	No Strike – No Lock-Out	8
VII.	Discipline	9
VIII.	Bulletin Boards	10
IX.	Union Business	11
X.	Seniority	13
XI.	Supervisors	16
XII.	No Discrimination	17
XIII.	Holidays	17
XIV.	Paid Time Off (PTO)	19
XV.	Telephone Concessions	21
XVI.	Promotions and Transfers	21
XVII.	Leave of Absence	27
XVIII.	Management Rights	29
XIX.	General Working Conditions – Consumer Market Operations, Marketing and Network	31
XX.	Bereavement	38
XXI.	Jury Duty	38
XXII.	Reduction in Force	39
XXIII.	Employee Income Protection Plan	41
XXIV.	Wages	44
XXV.	Safety	44
XXVI.	Short Term Disability Benefit (STD)	45
XXVII.	Industrial Accident Disability Benefit	47
XXVIII.	Pension Plan Agreement	48
XXIX.	Savings Plan Agreement	51
XXX.	Pension Plan (Spouses Allowance Benefit) ...	55
XXXI.	Flexcare	55
XXXII.	Recognition/Incentive Programs	56
XXXIII.	Execution	56

<u>Article</u>	<u>Title</u>	<u>Page</u>
Appendix A		
	Wage Scales	58
	Job Classifications	65
	Differentials	66
Appendix B		
	Letter of Understanding #1	67
	Letter of Understanding #2	67
	Memorandum of Agreement DSL	68
Appendix C		
	Pension Benefit Schedule	69
	Alphabetical Index	72

1 AGREEMENT

2
3 THIS AGREEMENT entered into this 1st day of June 2006, between the
4 UNITED TELEPHONE COMPANY OF OHIO, hereinafter called the
5 “Company,” and LOCAL UNION 688 of the INTERNATIONAL
6 BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO-CLC),
7 hereinafter called the “Union”, Witnesseth:
8

9 WHEREAS, the Company and the Union have a common and sympathetic
10 interest in the telephone industry, and together with the public will benefit
11 from harmonious working arrangements for the adjustment of differences
12 by rational and common sense methods, and therefore, for the purpose of
13 facilitating the peaceful adjustment of differences that may arise from time
14 to time, and to promote harmony and efficiency to the end that the
15 Company, the Union, the customer, and the general public may be
16 benefited, the parties hereto agree with each other as follows, to wit:
17

18 ARTICLE I
19 EFFECTIVE DATE – NOTICE – AMENDMENT
20

21 **Section 1.1**
22

23 This Agreement shall take effect as of June 1, 2006, and shall remain in
24 effect until May 31, 2009. This Agreement shall continue in effect from
25 year to year thereafter unless changed or terminated in a way later provided
26 herein.
27

28 **Section 1.2**
29

30 Either party desiring to change or terminate this Agreement shall notify the
31 other in writing sixty (60) days prior to May 31, 2009, or any subsequent
32 anniversary date. When notice is given for changes, the nature of the
33 changes desired shall be specified in this notice.
34

35 **Section 1.3**
36

37 For the duration of this Agreement, either party may request amendment of
38 this Agreement, and the same may be amended in writing by the mutual
39 consent of both parties. The Vice President-Human Resources or designee
40 must approve all amendments to this Agreement for the Company.
41

42 **Section 1.4**
43

44 Any interpretation or application of this Agreement agreed upon between
45 the Company and the Union in writing shall be binding upon all employees
46 as specified in Section 2.1 hereafter.
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

ARTICLE II – RECOGNITION

Section 2.1

The Company hereby recognizes the Union as the exclusive bargaining representative for all Consumer Market Operations, Marketing and Network Services department employees designated by job classification in Appendix A within the Company’s operations designated as the Mansfield District with respect to wages, hours, and working conditions; but excluding all secretaries, office clerical employees, commercial employees, supervisors and managerial employees, confidential employees, and guards as defined in the National Labor Relations Act, as amended, and such other employees as are not represented by the Union.

Section 2.2

The term “Employee” or “Employees” wherever used in this Agreement shall refer to an employee or employees in the unit described in Section 2.1 except as otherwise specifically provided herein. The following classifications and all references have been eliminated from this Agreement effective 5-31-03. It is understood that should the classifications/work be reinstated within the IBEW 688 territory covered by this agreement, all language and references from the 2000 through 5-31-03 Agreement will apply:

- | | | |
|---------------------------|---------|------------------------------|
| WFM Center | Rougher | |
| Testboard | | Warehouse Stockroom/Delivery |
| Mechanic | | Bench Telephone Tester |
| Installer-Repair | | MASB Dispatch Repair |
| Truck Driver-Heavy | | Sr Bnch Telephone Repair |
| Apparatus Worker | | Bench Telephone Repair |
| Assign-Dispatch-Repair | | Special Services Coordinator |
| Central Office Technician | | |

The following classifications and all references have been eliminated from this Agreement effective 5-31-06 it is understood that should the classifications/work be reinstated within the IBEW 688 territory covered by this agreement, all language and references from the 2003 through 5-31-06 Agreement will apply:

- Operator

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Section 2.3

The Union and the Company shall keep other currently informed of their respective duly authorized representatives.

Section 2.4

Whenever the masculine “pronoun” or “possessive” is used in this Agreement, the feminine “pronoun” or “possessive” is also intended, except as otherwise specifically provided herein.

ARTICLES III
UNION SECURITY – DUES DEDUCTION

Section 3.1

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the ninety-first (91st) day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 3.2

The Company agrees that it will make deductions of Union dues from the pay of each employee within the Bargaining Unit on the basis of individually signed payroll deduction authorizations on a facsimile of “Exhibit A”, attached hereto, and will pay over the aggregated of such deductions to the Union and in the name of the Union. The Company agrees to make this deduction monthly, as designated in the individually signed payroll deduction authorization; and, on or before the tenth day of the month following the month in which deductions are made, send a check for the total amount, made payable to the I.B.E.W. Local 688, to such address as furnished by the President or Business Agent of the Union, together with a list of the individuals’ names in the Bargaining Unit showing from whom the deductions were made, designating as to each individual the amount deducted.

The Union agrees to save the Company harmless from any claim or action growing out of these deductions and made or commenced by any employee against the Company; and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union.

1 **Section 3.3**

2

3 The Company, at the time of hire, will have all new employees who will be
4 employed in a classification represented by the Union sign a dues deduction
5 authorization card. The Company will further notify the designated Union
6 official in writing of this and see that the dues authorization is put into
7 effect following ninety-one (91) days of employment.

8

9 The Company will also deduct the initiation fee on the pay period
10 immediately following the ninety-first (91st) day and forward that fee to the
11 designated Union official.

12

13 **Section 3.4**

14

15 Adjustments of negotiated wage settlements in this Agreement will be made
16 no later than the second pay period after ratification of the Agreement. Pay
17 due is retroactive to the agreed-to date the new contract begins.

18

19 **ARTICLE IV – GRIEVANCE PROCEDURE**

20

21 **Section 4.1**

22

23 Nothing in this Agreement shall be construed as restricting the right of an
24 individual employee to adjust any grievance with the Company, provided
25 such adjustment is not inconsistent with the terms of this Agreement and
26 provided a representative of the Union has been given the opportunity to be
27 present at such adjustment.

28 It is also understood between the parties, that two (2) Union representatives
29 and two (2) members of management may meet to discuss an issue in order
30 to try to resolve the issue before a formal grievance is filed. This meeting
31 would be called by the grievant and will be held on Company time within
32 three (3) working days of the request; this meeting will be set up by the
33 affected supervisor. When this communication effort is taken, the timing of
34 the grievance procedure begins after this meeting.

35

36 **Section 4.2**

37

38 For purposes of this Agreement, the term “grievance” means any complaint
39 or dispute between the Company and the Union or between the Company
40 and an employee concerning the interpretation or application of this
41 Agreement or any claim of breach or violation of this Agreement or
42 concerning any disciplinary action taken against an employee. The time
43 limitations for the grievance procedure provided for herein may be
44 extended, in writing, by mutual agreement of the Company and the Union.
45 The time limits in all steps following exclude holidays, Saturdays, Sundays,
46 and days off. Such grievances shall be processed in the following manner:

47

1 **Step 1:** The aggrieved employee, through their steward, shall present the
2 grievance in writing on a form mutually agreed upon and furnished by the
3 Company. The statement of grievance shall set forth the facts involved, the
4 approximate time of their occurrence and/or when the employee first had
5 knowledge of the occurrence, the relief requested, and shall be signed and
6 dated by the employee and/or the steward. Grievances shall be presented to
7 the employee's immediate supervisor within five (5) working days after the
8 employee has knowledge of the event. Within two (2) working days, the
9 supervisor will meet with the employee and the steward or Union
10 representative after the grievance has been filed.

11

12 After this meeting, the supervisor will give the answer, in writing, within
13 five (5) days to the Union.

14

15 **Step 2:** If the grievance is not adjusted at Step 1, the Union may appeal the
16 grievance in writing to the employee's immediate supervisor (who will
17 forward the grievance to the next level of management and the local Human
18 Resources office) within fifteen (15) working days after receiving the first
19 step answer. The parties shall meet at a mutually convenient time but at
20 least within ten (10) working days after the Union has appealed the
21 grievance. The Company's answer will be given to the Union within
22 fifteen (15) working days after the date of the meeting referred to in Step 2.

23

24 Union representatives participating in the second step grievance meeting
25 shall be paid a maximum of eight (8) straight time hours per day at their
26 basic rate of pay for regular scheduled work time lost for the time involved
27 in such meeting. The Union will be limited to a maximum of two (2)
28 employees, paid by the Company, in this step of the grievance procedure.
29 In addition to the two employees allowed in the grievance meeting,
30 witnesses may be called. The Company and the Union will mutually agree
31 upon any witnesses called to offer firsthand knowledge and thereby
32 contribute to the substance of the grievance. Those witnesses deemed
33 necessary will be paid at their basic rate of pay for regular scheduled work
34 time lost, not to exceed eight (8) hours per day for such time lost as is
35 required in the grievance hearing.

36

37 **Section 4.3**

38

39 After an employee has placed a grievance in the hands of the Union and a
40 Union representative has informed the Company that the Union will
41 represent such employee in handling the grievance, the Company will not
42 endeavor to adjust such grievance with such employee without consent of
43 the Union.

44

1 **Section 4.4**

2

3 Nothing in this Agreement shall restrict the Company from questioning
4 employees to ascertain information pertinent to the grievance. A Union
5 representative must be present if the employee so requests.

6 **Section 4.5**

7

8 Any grievance relating to a discharge, suspension, or other disciplinary
9 action must be filed by the close of the fifth working day following the day
10 of which notice of such discharge, suspension, or other disciplinary action
11 has been given to the Union in accordance with the provisions of
12 Section 7.2 of Article VII of this Agreement. Suspension and discharge
13 grievances shall then be processed beginning with Step 2 of the above
14 Grievance Procedure. The first meeting between the Company and the
15 Union will be held within five (5) working days after the filing of the
16 grievance. If, as a result of the processing under the Grievance Procedure,
17 it is mutually agreed that the disciplined employee has been justly dealt
18 with, then the action shall be final; if it is mutually agreed that the penalty
19 imposed should be modified or rescinded, the disciplinary action shall be so
20 modified and/or rescinded, and in the case of discharge or suspension, the
21 employee shall be reinstated to their former status as of the effective date of
22 such disciplinary action, and unless otherwise agreed to, paid the amount of
23 wages they would otherwise have earned by being at work at the basic
24 straight time rate, not to exceed eight (8) hours per day or forty (40) hours
25 per week.

26

27 **Section 4.6**

28

29 Where a grievance is not appealed by the Union to the next higher step
30 within the prescribed time limit, it shall advance automatically to the next
31 higher step.

32

33 **Section 4.7**

34

35 A grievance not resolved within any step by failure of the Company to meet
36 the prescribed time limit shall be advanced automatically to the next higher
37 step.

38

39 **Section 4.8**

40

41 Any reimbursement under the provisions of this article for regularly
42 scheduled work time lost shall not include meeting time called by the Union
43 for its committee outside of the immediately scheduled joint session.

44

45

ARTICLE V – ARBITRATION PROCEDURES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Section 5.1

Any grievance that is not adjusted by means of the grievance procedure provided for in Article IV may be submitted to arbitration by either party in accordance with the provisions of this article.

Section 5.2

Whenever a grievance is to be submitted to arbitration, written notice will be served to either party and a request for a panel of arbitrators made within forty-five (45) days after receipt of the last written answer as provided in Step 2 of the grievance procedure. The time may be extended by mutual consent of the Company and the Union. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service.

Section 5.3

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 4.1 of Article IV including disciplinary actions. The arbitrator shall have no authority to add to, or subtract from, or amend, or modify in any way the terms, the conditions, or provisions of this Agreement, nor of any of the established routines, rules, or practices of the Company which are not inconsistent with the provisions of the Agreement.

Section 5.4

The decision of the Arbitrator shall be final and binding upon all employees, the Company, and the Union and shall be complied with as soon as possible.

Section 5.5

The fees and expenses of the Arbitrator, including the cost of the transcript of the record, shall be shared equally between the Company and the Union. Each party will pay its costs for preparing and presenting its case to the Arbitrator. Two (2) employees, designated by the Union, will be paid a maximum of eight (8) straight time hours per day at their basic rate of pay for regular scheduled time lost from work for the purpose of attending an Arbitration Hearing. Employees called as witnesses by the Union will be excused from their jobs, without pay, for the purpose of giving testimony.

1 **Section 5.6**

2

3 The Arbitrator shall have authority to include in the award an order for
4 money restitution to an employee or employees, where improper payment,
5 or failure to make proper payment, is a point at issue or where suspension
6 or discharge is involved.

7

8

ARTICLE VI – NO STRIKE – NO LOCKOUT

9

10 **Section 6.1**

11

12 It is understood between the Parties that the services to be performed by the
13 employees covered by this Agreement are essential to the operation of the
14 Company. The Union agrees that it will not authorize or promote any
15 strike, sympathy strike, slowdown, picketing, or other interference with the
16 normal operations of the business. The Company agrees that it will not
17 lock out its employees during the term of this Agreement. The Union shall
18 cooperate with the Company throughout said period in continuing
19 operations in a normal manner and shall actively discourage and endeavor
20 to prevent or terminate any violation of this section. Any employee who
21 violates the provisions of this section shall be subject to disciplinary action,
22 including discharge.

23

24 **Section 6.2**

25

26 In the event any violation of Section 6.1 hereof occurs, the Local Union
27 Chairman (or appropriate Union representative if the Local Union President
28 is not available) upon notification by the Manager (or designee) shall
29 promptly order the employees involved to cease the violation and return to
30 work at once. If any employee involved fails to obey such an order
31 promptly, or if any employee fails to report to work in the course of any
32 action prohibited by Section 6.1 hereof, they shall be deemed to have
33 violated Section 6.1 hereof unless such failure is due to circumstances
34 beyond their control.

35

36 **Section 6.3**

37

38 If it is contended that any employee was improperly discharged or
39 otherwise disciplined under Section 6.1 hereof, a grievance may be filed
40 under Article IV of this Agreement.

41

ARTICLE VII – DISCIPLINE

Section 7.1

Employees will abide by the Company’s rules and regulations as currently in effect or as may be modified or adopted hereafter. The Union will be notified in advance of all new rules and regulations to be adopted in the future or any modifications of present rules and regulations. Violation of such rules and regulations will be subject to discipline. Discipline may include demotions, reprimands, suspensions, or discharge, depending upon the severity of the violation; however, discipline will not be invoked without just cause. Any disciplinary suspension shall be on consecutive scheduled workdays including holidays covered in Section 7.3. A Union representative will be present for any of the above types of disciplinary action if the employee so requests it.

Section 7.2

The Manager will notify the Union of each instance of disciplinary action at the time such action is taken. Such notice shall be in writing and shall state the reason for the action involved, the disciplinary penalty imposed, the circumstances leading to the action, and the time and place of the occurrence, and shall be sent to the Union Business Agent with a copy to the Union Chairman and the affected employee. Such notice may be presented in person or may be sent by mail but in no instance shall the giving of the notice be later than the close of the applicable shift on the following day after the disciplinary action has occurred for the employee and his representative and no later than three (3) supervisory working days to the Local Union Business Agent. This Section 7.2 shall function coincidental with Article IV and shall not function so as to limit or void Article IV in any manner.

Section 7.3

When the period of disciplinary suspension includes a paid holiday, the paid holiday will be considered one (1) of the suspension days. An employee shall not suffer loss of holiday pay if a disciplinary suspension ends the day before the holiday or a disciplinary suspension starts the day after a holiday.

Section 7.4

Nothing herein shall preclude voluntary discussion between the Local Union and the Company representatives concerning impending action against an employee with the opportunity being given to the Union to apply its influence toward a correction of the undesirable situation relative to the employee.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Section 7.5

The Company shall make it known in writing to the employee and their Union representative within forty-eight (48) hours from full knowledge (excluding Saturdays, Sundays, and holidays) of any violation which would result in written or graver disciplinary action, which discipline must be given within five (5) of the employee’s working days after such notice.

Oral discipline must be given within five (5) of the employee’s working days from full knowledge of any violation.

Section 7.6

All disciplinary notices will become void after two (2) years removing the employee from active discipline. Written Warning and Final Written Warning corrective action letters will remain in the employee’s HR file indefinitely.

Section 7.7

A supervisor has a right to discuss information or performance, train, or otherwise counsel with one or more of the employee(s) without the attendance of the steward or Union official so long as the conversation does not include discipline or the threat of discipline.

ARTICLE VIII – BULLETIN BOARDS

Section 8.1

The Company shall furnish and maintain Union bulletin boards at suitable locations on Company property, the placement of which shall be by mutual agreement between the Company and the Union.

Section 8.2

The use of bulletin boards shall be restricted to Union business and social affairs. Requests for posting of other material must be submitted to and approved by the immediate supervisor prior to posting. No material shall be placed on Union bulletin boards except by designated Union representatives. Material posted shall not contain anything political or controversial or anything derogatory to the Company or its employees.

ARTICLE IX – UNION BUSINESS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

Section 9.1

Union activities as provided for within this Agreement, or as may be specifically approved in writing by the Company shall be permitted on Company time and property as prescribed.

Section 9.2

Authorized Union representatives shall be granted necessary and reasonable time off, as provided for elsewhere under the terms and conditions of this Agreement, for the processing of grievances and for joint conferences with the Company in connection with the administration of this Agreement.

Section 9.3

Union officers and representatives desiring to leave work for the purpose of conducting Union business will first report to their immediate supervisor and request permission to leave the job, giving the reason for the request, where they expect to go, and the probable duration of the absence. In each instance, permission will be granted unless to do so would seriously interfere with operations. In such cases, the supervisor involved will make arrangements to give the representative the requested permission as promptly as possible. Upon returning to the job, the Union representative will first report to the supervisor if available before resuming work as soon thereafter as possible.

Section 9.4

Union representatives shall not suffer loss of pay for time lost by reason of meetings in joint conference with Company representatives. Union representatives, with approval of the immediate supervisor, will be permitted to meet with members individually for the purpose of discussing grievances and matters subject to the grievance procedure; however, such representatives shall handle Union business with proper regard for the Company's operational needs, and shall cooperate in good faith with the Company in keeping to a minimum the time lost from work due to Union business. If any Union representative spends excessive or unreasonable time on Union business during working hours, the Union will undertake to correct the matter upon notice from the Company.

1 **Section 9.5**

2

3 Union representatives shall be permitted, with prior approval of the
4 Company in each instance, time before and time after normal working
5 hours on Company property, without pay, as necessary in the pursuit of the
6 legally and contractually recognized Union duties, including the processing
7 of that portion of grievances that does not include joint meetings with the
8 Company.

9

10 **Section 9.6**

11

12 At the request of the Union, the Company shall recognize and grant a leave
13 of absence not in excess of two (2) weeks in duration of any seven (7)
14 employees designated by the Union for the purpose of attending a
15 convention, educational, or training program or other activity, provided
16 notice of at least fifteen (15) calendar days in advance is given the
17 Company prior to the date of departure; thirty (30) days when possible.
18 The number released at one time from any one work group may be limited
19 by operational needs.

20

21 **Section 9.7**

22

23 At the request of the Union, the Company shall recognize and grant a leave
24 of absence not in excess of three (3) years in duration for any one (1)
25 employee designated by the Union as having been elected to Union office
26 or employed by the Union other than a local office. Such leaves of absence
27 shall not exceed two (2) in number, consecutively, after which period, the
28 employee must return to active employment with the Company.

29

30 **Section 9.8**

31

32 The Company shall excuse two (2) employee members for the purpose of
33 Union contract negotiations. Employees will be excused from their jobs for
34 negotiations during regular scheduled work time, operational conditions
35 permitting, and shall receive a maximum of eight (8) hours pay per day.
36 This time will be considered as time worked for computing overtime.

37

38 Two (2) additional employees will be allowed to supplement the Union
39 Bargaining Committee who will be paid by the Union, operational
40 conditions permitting.

41

42

ARTICLE X – SENIORITY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Section 10.1

Company seniority of an employee shall be computed from the last date of hire based upon continuous service with the Company, with another Company of EMBARQ, with a predecessor company, or with any company to be merged into EMBARQ. Company seniority entitles employees to all general benefits based on total accredited service which includes, but is not limited to, such benefits as pensions, sickness, accident or Worker’s Compensation Disability Benefits, length of vacations, and wages.

Section 10.2

Bargaining Unit seniority of an employee shall be computed from the date such employee enters the Bargaining Unit, whether such entry is by hire, from a job within the Company not covered by this Agreement, from employment with another company of EMBARQ, or from a company to be merged. Bargaining Unit seniority entitles employees to such benefits as are based on choice by seniority, such as, but not limited to, selection of tours, vacation period, and transfers or promotions when qualifications are equal.

Section 10.3

In the case of new hires into the Bargaining Unit, an employee’s Company seniority date and Bargaining Unit seniority date will be the same date.

Section 10.4

An employee’s seniority shall be determined by the date and hour that the employee first performs work for remuneration for the Company. When two or more employees start work on the same date and hour, the employee who was first accepted for employment will be deemed to have the greater seniority. Effective June 6, 1985, the lower employee Social Security number within the last four (4) digits will designate that employee having the greater seniority of those employees hired on the same date (but no effect on changing seniority).

Exception: An employee brought in from another IBEW/EMBARQ Corporation Local will be given higher seniority than a new employee hired on that day (but, if two or more IBEW/EMBARQ Corporation dues paying members are brought in the same day, their seniority will be by social security number as specified above).

1 **Section 10.5**

2

3 New employees shall be considered to be probationary employees and not
4 subject to the terms and conditions of this Agreement except as provided
5 for herein until they have completed ninety (90) calendar days of
6 continuous service with the Company. An employee who successfully
7 completes the probationary period will become a regular employee, and
8 his/her seniority date will be the original date of hire. The probationary
9 period may be extended by mutual agreement between the Company and
10 the Union in each individual case; and at the expiration of such regular or
11 extended probationary period, new employees shall become regular
12 employees.

13

14 **Section 10.6**

15

16 An employee's seniority and employment may be terminated by any of the
17 following reasons:

18

19 (a) Voluntary resignation.

20

21 (b) Retirement.

22

23 (c) Continuous layoff for twelve (12) months or a period equal to their
24 continuous length of service, whichever is shorter.

25

26 (d) Discharge for just cause.

27

28 (e) Absence from work for three (3) consecutive working days
29 without notifying the Company except where failure to do so is
30 beyond the employee's control.

31

32 (f) Failure to return to work within two (2) weeks from the date of
33 receipt when notice of recall was sent by certified mail to the last
34 known address on file with the Company.

35

36 (g) Permanent disability prohibiting further employment of any
37 gainful nature with the Company. If, however, they become re-
38 employable with the Company, their seniority shall be restored as
39 of the time it was terminated.

40

41 (h) Approved absence in excess of two (2) calendar weeks without
42 applying for and receiving an approved leave of absence, except in
43 the case of sickness or injury disability, the severity of which
44 would make it impractical for the employee to apply for leave of
45 absence or for any other reason when the failure to do so is beyond
46 the employee's control.

47

- 1 (i) Expiration of Sickness Disability Benefits or Worker's
2 Compensation Benefits without applying for and receiving an
3 approved leave of absence.
4

5 **Section 10.7**
6

7 Company seniority will continue to accrue with the exception of approved
8 leaves of absence in excess of thirty (30) days. Company seniority will
9 continue to accrue for:

10

- 11 (a) Approved leaves of absence for thirty (30) days or less.
12
13 (b) Absences or leaves by Union representatives during periods of
14 negotiations with the Company or in processing of grievances.
15
16 (c) Absences or leaves by reason of illness or injury during the period
17 for which industrial compensation or sick leave disability
18 payments are made to the employee until the date of determination
19 of permanent-total disability.
20 (d) All non-productive time for which wages or other compensation is
21 paid. Bargaining Unit seniority for tour or vacation selection will
22 continue to accrue throughout approved leaves of absence.
23

24 **Section 10.8 Consumer Market Operations, Marketing, and Network**
25

26 Seniority shall be equal to accredited service within the Bargaining Unit
27 where the employee is returned to the Bargaining Unit within one (1) year
28 after transfer provided there is an opening in the Bargaining Unit. This
29 Section 10.8 shall not be construed as to permit the bridging of previous
30 accredited service within the Bargaining Unit in the case of rehired
31 employees. An employee continuously employed by the Company, but
32 transferred out of the Bargaining Unit for a period in excess of one (1) year
33 continuously, will not be permitted to retain any seniority within the
34 Bargaining Unit until after the employee has been back in the Bargaining
35 Unit for one (1) year, and then only the time that the employee accrued
36 prior to leaving the Bargaining Unit or the presently earned one (1) year of
37 seniority, whichever is greater.
38

39 **Section 10.9**
40

41 A Bargaining Unit seniority list will be established in full cooperation
42 between the parties and posted on Union bulletin boards semiannually.
43

1 ARTICLE XI – SUPERVISORS

2
3 **Section 11.1**

4
5 Work normally performed by employees within the Bargaining Unit shall
6 not be performed by supervisory employees except as covered in the
7 succeeding sections of this article.

8
9 **Section 11.2**

10
11 When instructing, training, or in instances of experimental work, personnel
12 outside the Bargaining Unit may assist in doing work normally performed
13 by Bargaining Unit employees. Such assignments shall not result in
14 supplanting members of the Bargaining Unit from overtime, call-outs, nor
15 result in layoff.

16
17 **Section 11.3**

18
19 In case of emergency or where because of circumstances beyond the
20 Company's control, work or assistance by supervisory personnel may be
21 performed where necessary to restore and/or maintain normal operation;
22 however, an attempt to secure Bargaining Unit personnel must be made,
23 and if such personnel were not available or that the urgency of condition
24 was of such nature as to make the securing of Bargaining Unit personnel
25 impossible.

26
27 A written list will be made available to the Union steward, upon request, of
28 all people who were called or contacted before the supervisory personnel
29 deemed it necessary to do the work, when a reasonable question arises as to
30 what was done.

31
32 **Section 11.4**

33
34 Any type of in-charge employee, concurrently a member of the Bargaining
35 Unit, shall not have their supervisory duties restricted in any way by reason
36 of their membership in the Bargaining Unit. This, however, does not
37 release any such in-charge employee from their personal obligation as a
38 member of the Union.

39
40 **Section 11.5**

41
42 Supervisory employees and other personnel will work with Bargaining Unit
43 employees in the operations of equipment for the purpose of tryout of new
44 equipment and of determining causes and effect of equipment malfunctions
45 or failures thereof.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE XII – NO DISCRIMINATION

Section 12.1

There shall be no discrimination either by the Company or the Union against any employee or applicant for employment in any manner relating to employment because of race, color, religion, creed, national origin, sex, age, marital status, or disability; and the parties will abide by the Americans with Disability Act.

ARTICLE XIII – HOLIDAYS

Section 13.1

The Company shall recognize six (6) paid holidays as follows:

- | | |
|------------------|------------------|
| New Year’s Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Effective January 1, 2004, an employee who leaves the service of the Company will not be paid for any unused current PTO Days.

Section 13.2 Consumer Market Operations, Marketing, and Network

When any of the above holidays falls on a Sunday, the following Monday will be observed as the holiday except if Sunday is a scheduled workday, the Sunday will be observed as the holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed as the holiday except if the Saturday is a scheduled workday, then Saturday will be observed as the holiday. If a holiday falls on an employee’s scheduled day off, the next (or previous if agreed to by the supervisor and the employee) scheduled, non-overtime or non-premium day will be observed as the holiday.

Section 13.3 Consumer Market Operations, Marketing, and Network

A regular employee shall receive eight (8) times their regular basic hourly rate of pay for each recognized holiday above listed. An employee who works on one of the above listed holidays shall receive holiday pay plus the regular basic hourly rate of pay including any normal differentials customarily received at the rate of double time for each hour worked.

1 **Section 13.4**

2

3 The employees working a four (4)-day, ten (10) hours per day schedule will
4 follow the rules established in this section when applicable but the holidays
5 will be recognized as follows:

6

7 (a) Holiday on a non-scheduled Monday – the following Tuesday is
8 the holiday.

9 (b) Holiday on a non-scheduled Friday – the preceding Thursday is
10 the holiday.

11

12 (c) Holiday on a Saturday – the last scheduled workday in the week is
13 the holiday.

14

15 (d) Holiday on a Sunday – the next scheduled workday is the holiday.

16

17 (e) Holiday on a scheduled workday – that day is the holiday.

18

19 Employees working a 4/10 schedule will receive ten times their regular
20 basic hourly rate of pay plus any normal differentials customarily received
21 (excluding tour differentials for each recognized holiday).

22

23 If an employee is scheduled to work on the official holiday and not the
24 adjusted holiday, he or she will receive holiday pay for the holiday not
25 worked and double time for the holiday worked.

26

27 **Section 13.5**

28

29 To be eligible for holiday payment, a regular employee must have at least
30 ninety (90) calendar days seniority as of the date of the holiday and must
31 work the full, regularly scheduled workday before the holiday, the full
32 regularly scheduled workday after the holiday, and the holiday itself if
33 scheduled to do so, unless they have been excused by their immediate
34 supervisor or are absent because of personal illness or injury substantiated
35 by a physician's statement or chiropractor's statement (for bone
36 manipulation).

37

38 **Section 13.6 Consumer Market Operations, Marketing, and Network**

39

40 Scheduled holiday hours paid for and not worked shall be considered as
41 hours worked in computing overtime.

42

43 **Section 13.7 Consumer Market Operations, Marketing, and Network**

44

45 The Company will make every effort to grant an employee(s) request for
46 use for current PTO days. Current PTO days may be used to supplement

1 vacations or other paid holidays. Seniority shall prevail, and arrangements
2 made will be reduced to writing promptly by both sides.

3
4
5

Section 13.8

6 Employees receiving wage payments from the Sickness & Accident or the
7 Worker's Compensation provisions of Appendix B of this Agreement on a
8 holiday will not be eligible for holiday pay (no pyramiding). The scheduled
9 current PTO days may be rescheduled at a mutually agreeable time
10 provided the rescheduling is in the current calendar year.

11
12
13
14

ARTICLE XIV
PAID TIME OFF (PTO)

Section 14.1

15
16
17
18
19
20

Paid Time Off (PTO) is a program where an employee manages his/her
paid time away from work and has the flexibility to use PTO hours for an
employee's personal needs.

21
22
23
24
25
26
27

PTO hours are provided for all incidental absences from work. The
employee must use all available PTO hours before hours can be taken
unpaid, except in situations where FMLA-covered absences will exceed
five consecutive days. In that case, the employee will have the opportunity
to elect whether to take PTO hours or an unpaid absence. In all other
situations, the employee will not have the opportunity to choose.

Section 14.2

28
29
30
31
32
33
34

Regular Full-Time employees will earn PTO based on their cumulative
length of continuous service as shown in the following schedule. Regular
Part-Time employees will earn PTO based on their cumulative length of
continuous service and on the basis of hours worked in relation to 2,088
hours per year.

35

<u>Length of Service:</u>	<u>Eligibility:</u>
1 to fewer than 2 years	5 days accrued 8 days current
2 years but fewer than 8 years	10 days accrued 8 days current
8 years but fewer than 15 years	15 days accrued 8 days current
15 years but fewer than 25 years	20 days accrued 8 days current
25 years and over	25 days accrued 8 days current

36
37
38
39
40
41
42
43
44
45
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Section 14.3

The PTO year which shall be used in computing the amount of paid time off shall be from January 1st through December 31st of each year in which this Agreement continues in effect, except that in the anniversary year of 2; 8; 15; and 25 years the employee earns PTO at the higher rate for the entire year. PTO will be earned in one year and the employee will be eligible to take those hours January 1st of the following year.

Section 14.4

The Paid Time Off program includes both Scheduled PTO and Unscheduled PTO. Scheduled PTO hours selected by the employee in accordance with the PTO selection process as outlined in Section 14.8. 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.

Section 14.5

Scheduled PTO may be taken during the period from January 1 through December 31. The Company will seek to accommodate employees' use of earned PTO. The Company will reschedule an employee's affected PTO giving the employee the choice of times available if an employee is on disability prior to and throughout a scheduled PTO period and returns back to work within the same calendar year. The Company may reschedule an employee's scheduled PTO period for operational reasons or if the employee is unable to take his/her scheduled PTO because of absence caused by an industrial injury provided that the PTO shall be rescheduled at a mutually satisfactory alternate period during the current year or during the following year if the PTO would otherwise be lost. Seniority shall govern in the choice of available scheduled PTO periods as determined by operational needs, provided that the employee involved have notified the Company of their scheduled PTO dates prior to October 30th. If management determines that a vacated scheduled PTO week(s) is to be refilled, management will identify and date each week(s) available on the scheduled PTO calendar; and the week(s) will be filled by seniority, so long as selection is made within seven days. Thereafter, scheduled PTO week(s), if made available, will be filled without regard to seniority.

1 **Section 14.6**

2

3 Employees may carryover up to 40 hours of accrued PTO to be used in the
4 first quarter of the following year.

5

6 Employees may not receive pay in lieu of PTO.

7

8 **Section 14.7**

9

10 Scheduled PTO shall be on the basis of full calendar week or weeks except
11 that one week of PTO, where the employee is eligible for two or more
12 weeks, may be taken a day(s) or ½ day(s) at a time. One (1) day per
13 calendar year may be taken in one (1) hour or more increments. PTO taken
14 a day(s) or ½ day(s) or 1 or more hour increments at a time is subject to the
15 following conditions:

16

- 17 1. One-week advance notice with supervisory approval.
18 Supervisor can waive notice at his/her discretion.
- 19 2. Regular scheduled PTO in weekly increments take precedence
20 over day(s) or ½ day(s) or hour at a time request.
- 21 3. Such requests will be honored on a first come, first served
22 basis and not subject to seniority.

23

24 **Section 14.8**

25

26 Accrued PTO hours earned but unused will be paid out at termination.

27

28 ARTICLE XV – TELEPHONE CONCESSION

29

30 **Section 15.1**

31

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

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

41

42 ARTICLE XVI – PROMOTION AND TRANSFERS

43

44 **Section 16.1**

45

46 Notices of all job vacancies, when and where determined by the company
47 to exist, will be posted to employees for a minimum of seven (7) calendar

1 days in a manner determined by the company. The posting will describe
2 the job duties and the qualifications for the position. The company may, at
3 its discretion, require job applicants to take a test or require certification,
4 provided such test/certification is fair, objective and appropriate to the job
5 involved.

6

7 **Section 16.2**

8

9 Applications must be submitted within the specific time period on a form
10 provided by the Company. The employee will complete the document as
11 indicated and include the date referenced on the job vacancy, experience,
12 training, and other qualifications pertinent to the posted vacancy.

13

14 All jobs awarded in accordance with job posting and bidding procedure
15 shall be awarded within twenty-eight (28) calendar days from the job bid
16 closing date, and the employee shall be placed in the job so awarded within
17 forty (40) calendar days of the award date, so long as the vacancy is
18 available.

19

20 Upon employee request, feedback will be provided by the hiring manager
21 or designee to the employee as to the areas where the employee can
22 improve his or her skills for positions which the employee bid.

23

24 **Section 16.3**

25

26 Jobs posted shall be subject to bidding only by employees for whom the job
27 is a promotion, except for jobs in Group A or Group V which may be bid
28 by employees subject to the limitations in Section 16.4. The job will be
29 considered a promotion if it pays a higher maximum rate than the job in
30 which the employee is presently working.

31

32 **Section 16.4**

33

34 An employee's bid will be considered except employees who at the time of
35 the vacancy are in one of the following classes:

36

- 37 (a) Probationary employees;
- 38
- 39 (b) Laid-off employees or recalled employees during the first three (3)
40 months of recall;
- 41
- 42 (c) Employees who within the previous twelve (12) months have been
43 returned to their former job because of failure to qualify on a job
44 in the same classification as the vacancy involved;
- 45
- 46 (d) Employees who have received one (1) job award within the
47 previous twelve (12) months;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- (e) Employees may not bid until twelve (12) months after completion of any one (1) school that lasts four (4) or more weeks:
- (f) Employees who are in the same job group as the job in the posted vacancy, Section 16.8 is applicable.

Section 16.5

Selection of the employee to be awarded the job shall be determined by the Company from those bidders who are qualified based upon skill, ability, and experience in the same job or related job, employment record, dependability, and seniority. The Company will determine the selection of candidates for the Central Office Technician classification based upon proven skills and experience in digital/electronic switching. Employees promoted into the C.O. Technical classification receive Bargaining Unit seniority rights based solely on time within the new classification, for reduction in force only, while in that classification. Between two (2) or more applicants with equal qualifications, seniority shall prevail. In determining qualifications the Company may require an applicant or applicants to take a test provided such test is fair, reasonable, and appropriate to the job involved. Test results will be made available to Union officials upon request. If no application is received or none of the applicants are qualified, the job involved may be filled, at the option of the Company, either by hiring or by transfer. Where the job involved requires technical skills or special abilities not available in the present work force, the Company shall have the right to hire immediately and directly from the outside.

Section 16.6

An employee within the Bargaining Unit selected for a promotion or transfer shall receive such training and assistance as may be necessary to enable that employee to satisfactorily perform the requirements of the job. Should an employee, within a three (3)-month trial period, in the judgment of the Company, still fail to satisfactorily perform the requirements of the job, that employee shall be returned to the job previously held; and those who follow will be set back to the extent necessary regardless of seniority.

If an employee realizes they bid into a job that turns out to be wrong for them, they may return to their previously held job within the first sixty (60) days; and those who follow will be set back to the extent necessary regardless of seniority. An employee choosing to return to their previously held job will not be allowed to bid on another job for twelve (12) months.

1 **Section 16.7**

2

3 A promoted employee will be taken immediately to the rate in the salary
4 level next higher than the employee's present rate. Thereafter, the
5 progression increases shall be in accordance with the wage schedule for the
6 higher position based upon the employee's length of service in the new
7 position. However, an employee promoted under this section who is at the
8 top rate of the class promoted from shall take no longer than two and one-
9 half (2½) years to reach the top of a higher rated job.

10

11 Employees who are promoted and have had experience in the higher
12 position and can perform the job efficiently may be advanced to a rate of
13 pay in that classification that is proportional to their experience and
14 qualifications as determined by management, providing such rate does not
15 cause unearned wage advantage over current employees.

16

17 **Section 16.8**

18

19 An employee desiring a lateral transfer or a downgrade may submit a
20 request in writing to the immediate supervisor. Full consideration will be
21 given to such requests and will be acted upon at the sole discretion of the
22 Company based upon its operational needs. Such requests for transfers or
23 downgrades will not be considered at the time the Company is making a
24 selection of an employee under Section 16.5. Such requests must be limited
25 to a single and specific job and location, and must contain an outline of the
26 experience, training, and other qualifications of the employee which are
27 pertinent to the requested job. Such request may be withdrawn at any time
28 and another one filed in lieu thereof. Such request must be renewed within
29 twelve (12) months of filing, or it will be deemed to have been withdrawn.

30

31 If a job vacancy is declared in any job classification for which the Company
32 has on file a request for transfer or downgrade to this classification, the
33 Company may fill such vacancy by acting upon this request. If such action
34 is taken, this section supersedes and causes Section 16.1 to be inoperative.

35

36 Those requesting transfers and not awarded the job shall be notified, in
37 writing, by the Human Resources Department as to why they did not get the
38 job and what they can do to improve their chances for future jobs in that
39 classification.

40

41 An employee transferred at the Company's option in accordance with the
42 provisions of this section shall be paid the wage rate for the classification
43 transferred to, based upon the employee's length of service, upon
44 notification of such transfer except as provided for in Section 16.7.

45

1 **Section 16.9 Consumer Market Operations, Marketing, and Network**

2
3 The Company may temporarily transfer employees between job
4 classifications, departments, and districts in order to meet operational
5 needs, emergencies, to fill in for vacations, leaves of absence, or
6 absenteeism. A temporary transfer shall not exceed sixty-five (65) working
7 days in a six (6)-month period unless by mutual consent of the parties. An
8 employee temporarily transferred shall be paid the rate of the regular job or
9 the rate of the job to which that employee is transferred, whichever is
10 higher.

11
12 Employees temporarily transferred will be returned to that employee's
13 regular classification and rate of pay, following the transfer, seniority
14 permitting.

15
16 When an employee is temporarily transferred or working out of the
17 Mansfield District, the Company shall furnish:

18
19 (a) Lodging: Motel/Hotel or other living quarters while working
20 away from home location. Lodging will be the closest acceptable
21 accommodation to the work location as designated by the
22 Company.

23
24 (b) Employees shall be paid at the Company designated rate for
25 mileage when using their personal vehicle for authorized business
26 purposes, provided vehicle insurance is \$100,000-\$300,000
27 minimum liability coverage. Mileage between towns and
28 exchanges shall be reimbursed for the number of miles shown on
29 the Ohio State Official Highway Map.

30
31 (c) Employees will receive an allowance for meals as follows: \$30.00
32 per day worked while working away from home and living away
33 from home. A reduction of \$5.00 for breakfast shall apply when
34 the employee is traveling on paid time to the work location and
35 \$13.00 for dinner when the employee is traveling from the work
36 location on paid time.

37
38 (d) When an employee is temporarily transferred out of district to a
39 work location which is less than a 65-mile radius from his original
40 work location in the Mansfield District, the Company may elect,
41 with mutual agreement with the employee, to pay a per diem of
42 \$30.00 per day for every day worked out of district in lieu of the
43 lodging, mileage, and meal allowances. When this method is used,
44 the employee will provide his own transportation to the work
45 location.

46

- 1 Travel time to the work location at the beginning of the assignment
2 and travel time from the work location to Mansfield at the end of
3 the assignment will be on paid time.
- 4 (e) During schooling assignments, the Company may pay higher meal
5 rates as is practical.
- 6
- 7 (f) Employees will use a corporate credit card with a cash advance
8 feature to pay for travel expenses when working out of district or
9 attending training required by the Company including air fare,
10 lodging, meals, parking, tolls, and ground transportation. An
11 electronic expense-reporting process will be used, and
12 reimbursement will be authorized only for approved expense
13 charges to a corporate credit card and approved incidental
14 expenses which cannot be paid for with a credit card. The
15 Company will pay the corporate credit card bill and reimburse
16 incident expenses as a non-taxable item on the employee paycheck
17 provided an approved expense report has been promptly completed
18 following the overnight assignment and supported by receipts.

19

20 **Section 16.10**

21

22 Based upon the nature of the work being performed, the Company may
23 appoint qualified employees to act temporarily in an in-charge capacity,
24 subject to the understanding that an employee desiring not to accept such
25 appointment shall not be deprived of future opportunities for advancement.
26 In each case, the employee placed in-charge shall be an employee who is
27 properly qualified to assume the responsibility, full consideration having
28 been given to the seniority of the employees in the group.

29

30 In-charge will be paid in the line classification, when working on
31 construction specifically, with one (1) or more other employees in the line
32 classification.

33

34 Employees placed in-charge shall be paid the premium as specified in
35 Appendix A, for each hour worked in such assignment provided that on the
36 tour involved they work at least two (2) hours in such capacity.

37

1 **Section 16.11**

2

3 The term “employee or employees” as may be referred to in this article
4 shall mean any person or persons employed under the terms of an
5 agreement covering the Consumer Market Operations, Marketing and
6 Network Departments of the United Telephone Company of Ohio in the
7 Mansfield District.

8

9

ARTICLE XVII – LEAVE OF ABSENCE

10

11 **Section 17.1**

12

13 Leaves of absence will be granted for good cause not to exceed thirty (30)
14 days except where herein specified, and may be extended upon application
15 by the individual employee; however, except when unavoidable, a leave of
16 absence should not interfere with normal operations.

17

18 Seniority shall accumulate during authorized leaves of absence in
19 accordance with the seniority provisions of this Agreement.

20

21 **Section 17.2**

22

23 An employee shall be granted a leave of absence for a period not to exceed
24 six (6) months because of non-industrial illness or injury upon request,
25 supported by medical evidence satisfactory of the Company which must be
26 re-certified every thirty (30) days by a competent medical authority. For
27 employees not eligible for Sickness Disability Benefits, such leave shall
28 begin on or before the fifteenth calendar day following the first day of
29 absence due to sickness or injury. For employees eligible for Sickness
30 Disability Benefits, such leave shall begin upon expiration of the period
31 during which Sickness Disability Benefits were received.

32

33 **Section 17.3**

34

35 In cases of industrial illness or injury, an employee shall be granted a leave
36 of absence for a period not to exceed six (6) months when supported by
37 satisfactory medical evidence and the sickness or injury has been ruled to
38 be non-compensatory by the State of Ohio, Bureau of Worker’s
39 Compensation. An employee awarded total temporary compensation as the
40 result of an industrial illness or accident shall be paid benefits in accordance
41 with the Industrial Accident Disability Benefit, Appendix B.

42

43 **Section 17.4**

44

45 Requests for extensions of a granted leave of absence must be submitted to
46 the Company within two (2) weeks of the date such extension is to begin
47 and shall receive immediate review and determination by the Company.

1 Notice of Company determination shall be given within three (3) working
2 days of receipt of such extension request but in every instance prior to the
3 date such extension is requested to begin.

4
5 **Section 17.5**

6
7 All leaves of absence must be applied for and granted on a Request for
8 Leave of Absence form (Form No. PER 1021) provided by the Company.
9 Employees who misrepresent facts to obtain a leave of absence or secure a
10 leave of absence on the basis of such misrepresentation may be dismissed
11 by the Company. Termination of employees will also result when an
12 employee does not apply for a leave of absence at the expiration of
13 Sickness Disability Benefits or Industrial Accident Disability Benefits and
14 the employee is unable to return to work.

15
16 If the request for the leave of absence is denied, a copy of the Leave of
17 Absence form (PER 1021) will be sent to the Local Union Business Agent.

18
19 **Section 17.6**

20
21 All leaves of absence shall be without pay and other economic benefits,
22 except as otherwise provided for in this Agreement. Telephone concession
23 will be maintained during the first thirty (30) days of leave only.

24
25 **Section 17.7**

26
27 Leaves of absence will terminate as a result of:

- 28
- 29 (a) Written notice of an employee's intent to return to work supported
30 by competent medical or other authority where appropriate.
 - 31
 - 32 (b) Expiration of granted time limits.
 - 33
 - 34 (c) Total permanent disability when so determined by competent
35 medical authority.
 - 36
 - 37 (d) Change altering the circumstances and conditions upon which the
38 original request for leave of absence was founded.
 - 39

40 **Section 17.8**

41
42 An employee (one at any given time) will be granted leave to serve in an
43 elected full-time, public office for one term of said office. He will not
44 accumulate seniority during public office leave nor shall the employee be
45 eligible for any benefits provided in the agreement between the parties.
46 Upon return, this employee will enter the highest available vacancy for
47 which he is qualified and has experience at the seniority at which he left.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Section 17.9

No employee granted a leave of absence shall accept other employment except employment or office with the Union during the period of leave, except with the written approval of the Company. Violation of this provision will result in termination of employment.

Section 17.10

At the termination of a leave of absence, the duration of which is thirty (30) days or longer, the employee will be returned to the former position held, or if not available, to other work subject to the seniority provision of this Agreement. The Company shall not be required to hold or maintain the position of any employee while the employee is on leave of absence. Vacancies created by leaves of absence will be at the Company's option to fill by hiring or in accordance with the provisions of Article XVI of this Agreement. Upon the expiration of the leave of absence and the employee's return to work, it may be necessary to lay off the least senior employee in the job classification for the purpose of creating a vacancy to which the employee on leave of absence can return.

Section 17.11

Employees who enter into active service in the defense forces of the United States shall have all the rights and benefits provided for by applicable federal law.

Section 17.12

Notwithstanding anything to the contrary, where any one clause or article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993 (FMLA), the minimum requirements provided by the FMLA shall prevail unless the contract provides for a type or level of benefit greater than specified under the FMLA. Employees must submit the necessary paperwork within fifteen (15) days of the first day of absence.

ARTICLE XVIII – MANAGEMENT RIGHTS

Section 18.1

Except as provided herein, this Agreement shall not be deemed to limit the Company in any way in the exercise of the regular and generally recognized responsibilities and customary functions of management.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Section 18.2

The rights of the Company to establish, determine, maintain, and enforce standards of telephone service within the terms and conditions of this Agreement are fully recognized. The Company shall not be required to retain in its employment any employee who refuses or is proved unable to meet established work standards. A regular employee who becomes physically incapable of meeting established work standards may be transferred to work which that person is physically capable of performing, provided such transfer is practical. Such transfer may or may not constitute a promotion.

Section 18.3

Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as may become necessary for the proper construction, installation, and maintenance of the communications facilities owned, serviced, and/or operated by the Company for the rendering of proper and adequate communication service to the public. Contract labor will not be utilized to lay off or part-time existing employees.

The Company may consolidate or transfer work to other Sprint-affiliated work groups. In such cases, the Company shall advise the Union of its intention to consolidate or transfer work prior to implementing such changes.

Section 18.4

No more than three (3) management interns may work at any one time in the various classifications covered by this Agreement for training experience. Such interns will work with Bargaining Unit employees in performing this work for no longer than sixty (60) days each.

Section 18.5

Nothing in this Agreement shall constitute a guarantee of employment or of continuity of employment, or of hours of work per day or per week.

1 ARTICLE XIX – GENERAL WORKING CONDITIONS
2 CONSUMER MARKET OPERATIONS, MARKETING,
3 AND NETWORK
4

5 **Section 19.1**
6

7 The normal hours of work shall be eight (8) hours per day and forty (40)
8 hours per week consisting of five (5), eight (8)-hour days. The normal
9 workweek shall be on a calendar week basis, Sunday through Saturday, and
10 the formal weekly assignment will consist of five (5) full eight (8)-hour
11 shifts, which may be on any calendar day of the week as designated by the
12 Company. The Company will make every reasonable effort to schedule
13 regular workdays consecutively. Each workday includes a non-
14 compensable lunch period, which will include any travel time to and from
15 the job for the purpose of eating. The meal period, including travel time,
16 shall begin and end at the actual work location.
17

18 **Section 19.2**
19

20 There are times when it would be more efficient to change the normal work
21 schedule to four (4), ten (10)-hour days (4/10). In this event, the Company
22 agrees to notify those people affected at least one (1) week in advance. If
23 the 4/10 schedule will last longer than two (2) weeks, the most senior
24 qualified employees in the classification will be given the first opportunity
25 to participate. If the assignment is projected to be two (2) weeks or less, the
26 Company may assign the tour without regard to seniority.
27

28 The Union and Company agree that situations may arise that would extend
29 the two (2)-week assignment, and in that event the 4/10 assignment may be
30 extended to three (3) weeks by mutual agreement and without regard to
31 seniority.
32

33 Those employees selected for the 4/10 tour will have their days scheduled
34 consecutively unless the employee and his or her supervisor mutually agree
35 to different arrangements.
36

37 **Section 19.3**
38

39 Consumer Market Operations, Marketing, and Network employees may
40 take a rest period in each half of their tour provided it does not materially
41 interfere with their normal assigned duties. Rest period may not be taken
42 earlier than one (1) hour after starting time or one (1) hour before the
43 quitting time of each half of the tour, except with prior approval of the
44 immediate supervisor. Time of departure from point of work to return to
45 duty at the same point for this purpose shall not exceed fifteen (15) minutes.
46 Company vehicles may not be used for such purpose except when
47 incidental to the route of travel.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Section 19.4

Employees shall be required to report to work at any location, as designated by the Company, within the Mansfield District, provided such assignment is in excess of one (1) week.

Section 19.5

Time and one-half shall be paid as follows:

- (a) All hours worked over forty (40) in a workweek.
- (b) All hours worked over eight (8) in a workday.
- (c) On a four-day, ten-hour (4/10) schedule, all hours worked over ten (10) in a workday.
- (d) All hours worked on Sunday.
- (e) All straight time worked while on vacation.

Double time shall be paid as follows:

- (a) All scheduled hours worked on paid holidays.

Effective 6-1-08, Call-outs on Sundays and Holidays shall be paid at time and a half.

There shall be no pyramiding of overtime pay and premium pay; that is, not more than one (1) overtime and/or premium shall be paid for the same hour worked.

Jury pay, death in family pay, sickness disability benefit pay, industrial accident disability benefit pay, or any other paid time not worked (excluding holidays) shall not be used in the computation of overtime.

Section 19.6

Employees assigned to work regular scheduled tours that end after 7:00 p.m. shall be paid a differential for all hours worked between 7:00 p.m. and 6:00 a.m. of \$0.75 per hour.

All scheduled Saturday hours worked between the hours of 6:00 a.m. and 7:00 p.m. will be paid a differential of \$0.35 per hour for each hour worked.

1 The differentials in this section are applicable to regular scheduled tours
2 and straight time hours only. These differentials will not be paid in addition
3 to overtime; however, they will be paid on Sundays and paid holidays up to
4 a maximum of eight (8) hours only on all hours worked after 7:00 p.m.

5

6 **Section 19.7**

7

8 Overtime hours will be distributed as equally as possible within each
9 classification within the Consumer Market Operations, Marketing, and
10 Network Departments (i.e., Central Office, Outside Construction, Installer-
11 Repair, etc.) among regular full-time employees in the classifications.
12 Unequal overtime distribution will be equalized annually by the assignment
13 of compensating overtime when available, and such overtime balance will
14 attempt to be kept on and posted on a monthly basis. Overtime records
15 shall be available for examination by the Union upon request. In the event
16 an employee refuses overtime work, such overtime shall be considered time
17 worked for the purpose of equal distribution.

18

19 **Section 19.8**

20

21 An employee may be required, by classification, to participate in an “on-
22 call” program; the obligation will be limited to six (6) weeks in a calendar
23 year. An employee may volunteer for additional available weeks. This
24 program may consist of either a 7-day or weekend assignment. The
25 employee may also arrange for alternate qualified coverage. Employees on-
26 call will not be required to cross Union jurisdictional boundaries.

27

28 For the convenience of the employee, pagers, radios, cellulers where
29 feasible, and home garaging may be assigned to employees when “on-call”
30 as requested. When assistance on a service call is required, the employee
31 will call the dispatch center that called him, for additional employees to be
32 called out.

33

34 An employee on-call will not be expected to work more than six (6) hours
35 on-call-out in a day. This refers to worked time, not paid time.

36

37 7-Day On-Call: Monday, 8:00 a.m., through Monday, 8:00 a.m., \$135.00
38 (effective 6/1/06), \$145.00 (effective 6/1/07) and \$155.00 (effective 6/1/08)
39 will be paid for the full week.

40

41 Weekend On-Call: Friday, 5:00 p.m., through Monday, 8:00 a.m., \$60.00
42 will be paid for the full weekend.

43

44 Holiday On-Call: If an on-call assignment includes a holiday, an additional
45 \$45.00 will be paid.

46

1 If weekend on-call has been assigned, and a holiday falls on a Monday or
2 Friday, the entire 24 hours of the holiday will be included in the weekend
3 on-call assignment.

4
5 If 7-day on-call has been assigned, and a holiday falls on the following
6 Monday, the on-call assignment will end at 8:00 a.m. on Tuesday.

7
8 On-call employees following or preceding a holiday schedule shall not have
9 their on-call pay prorated because of the holiday.

10
11 This program does not lessen the responsibility of all employees to accept
12 normal call-outs.

13
14 Call-out time shall be paid with a minimum payment of two (2) hours at the
15 rate of time and one-half if called out after the employee's regular
16 scheduled quitting time and before midnight, and a minimum payment of
17 three (3) hours if called out after midnight and before the employee's
18 regular scheduled starting time. This section does not apply to overtime
19 that is contiguous within one (1) hour of the employee's regular scheduled
20 starting time.

21
22 The foregoing is superseded on Sundays and paid holidays, on which days
23 the payment received shall not be less than three (3) hours at the rate of
24 double time which that rate shall continue for all hours worked if in excess
25 of three (3). Time worked is time actually worked on the job unless
26 specifically designated otherwise during the call-out by the supervisor. It is
27 understood that an employee shall respond promptly to an emergency or
28 service call provided such employee is available when called. However,
29 refused call-out time will be considered time worked for the purpose of
30 equalization of overtime.

31
32 **Section 19.9**

33
34 The Company and the Union agree to a program entitled "Home Garage".

35
36 This program will permit participating employees to keep their Company
37 vehicles at their residence and be dispatched to the first job assignment.

38
39 Listed below are some guidelines for the program:

40
41 (a) The Company will determine which departments and locations will
42 be eligible to participate.

43
44 (b) Individual employee participation will be by mutual agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

(c) Employees in the following job titles may be eligible to participate provided the nature of the work being performed by the employees in the group is 1) other than at the same Company owned/maintained facility on a regular basis, 2) is such that the employees can be dispatched and report directly to the work location at the beginning of the workday, and 3) it would not be necessary for the employee to first report to a Company owned/maintained facility prior to his/her going to the work location:

- Business Service Technician
- Service Technician
- Communication Technician
- Cable Splicer
- Radio Installer Maintenance
- Building Operation Technician
- Building Operation Mechanic
- Building Operation Repair Person

(d) Individuals not electing to participate in “Home Garage” will be assigned a daily reporting location.

(e) The program must be flexible in that there may be times certain employees will be required to report to the work center to complete assigned project.

(f) Employees will be at the first assignment at the scheduled starting time of the tour and at the last assignment at the scheduled ending time of the tour, unless overtime is required, then the paid time ceases when the job is completed at the work site. If the first assignment is beyond twenty-five (25) miles from the designated reporting location, the Company will allow thirty (30) minutes travel time at the beginning of the tour. If the last assignment is beyond twenty-five (25) miles from the designated reporting location, the Company will allow thirty (30) minutes travel time. These rules will apply to call-out.

(g) Employees must live within a radius of twenty-five (25) miles of the designated reporting location to participate in the “Home Garage” program unless agreed to by the Company.

(h) “Home Garaging” will be optional. Changes in the employee option may be coordinated with the immediate supervisor. Generally, a two (2)-week notice will be required when options are changed.

- 1 (i) No non-Company passengers will be allowed on vehicles.
2 Employees will not use the Company vehicle for personal
3 activities. No alcohol or drugs will be allowed on Company
4 vehicle.
5
- 6 (j) Accidents incurred (personal and vehicle) while en-route to and
7 from work are covered by the Company. Liability of secured
8 vehicle will be the Company's responsibility; i.e., vandalism, theft,
9 and Act of God.
10
- 11 (k) Company vehicles during off-hours should be parked on
12 employee's personal property; however, we will allow street
13 parking where zoning permits. Location of vehicle during
14 employee vacation will be at the discretion of local management.
15
- 16 (l) Vehicle maintenance – routine and repair will be at the discretion
17 of local management.
18
- 19 (m) Scheduled and unscheduled meetings will be handled by local
20 management.
21
- 22 (n) Preferred call-out will not be contingent upon "Home Garaging"
23 employees but by current procedures.
24
- 25 (o) Start time for call-outs begins when the employee reaches the
26 work site and ends when the job is completed at the work site. If
27 the call-out is beyond twenty-five (25) miles from the employee's
28 home, the Company will allow thirty (30) minutes travel time at
29 the beginning and ending of the call-out (if appropriate; i.e.,
30 considering call-outs are paid for a minimum of two [2] hours).
31

32 **Section 19.10**

33
34 Bargaining Unit seniority shall govern choice of tours limited only to the
35 extent that it may be necessary for the Company to assign qualified
36 employees to certain tours. (See Section 19.2 for information on a 4/10
37 schedule.) The Company shall post regular work schedules at least
38 bimonthly. New schedules will be posted two (2) weeks prior to the
39 expiration of existing schedules. For operational needs, an employee's
40 schedule may be changed once monthly. For emergency reasons, an
41 employee's schedule may be changed anytime.
42

43 **Section 19.11**

44
45 All employees covered by this Agreement shall be required to attend
46 Company and Manufacturer's Training Schools from time to time as
47 designated by the Company.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

The Company will give consideration to excusing an employee from attendance in such school, upon the employee's request with a valid reason.

Section 19.12

Outside employees shall not suffer loss of scheduled worked time when inclement weather prevents the performance of their normal work duties and the employee has reported for work as required. Inclement weather shall be construed as weather which would interfere with the safe performance of work. Assignment of outside work during inclement weather will be done with due regard to the health and safety of employees and only to protect life and property and continuity of essential service.

Section 19.13

The Company will furnish at its own expense, uniforms and wet weather gear when appropriate for those employees whom the Company designates shall wear them. Employees who are furnished uniforms shall be responsible for their proper use and care, including cleaning. The Company will specify the quantity and type of uniform to be worn in connection with each job classification designated. Employees furnished uniforms in accordance with this section are required to wear same. Employees will not be furnished uniforms until they become regular employees at the completion of their probationary period. Employees will receive a footwear allowance of \$55.00 per year.

Section 19.14

The Company will furnish, at its own expense, all tools which employees need to perform their job duties. Employees who are furnished tools shall be responsible and accountable for their proper use and care. Tools which become broken or worn through normal wear will be replaced by the Company at its own expense, provided that they are returned to the Company. Tools which are lost or stolen shall be replaced at the employee's own expense except when loss results from causes beyond the employee's control, including failure of the Company to provide a secure place for storage. The Company will specify the quantity, kind, type, and make of tools that are to be used in connection with each type of work.

Section 19.15

An employee who continues working more than two (2) consecutive hours overtime past the normal hour ending time shall receive a thirty (30)-minute paid meal break.

1 **Section 19.16**

2

3 When operating vehicles to or from a repair facility, such operation may be
4 performed by Bargaining Unit personnel. Delivery of vehicles, vehicular-
5 type machinery, or parts to a job location shall be performed by Bargaining
6 Unit personnel, or accredited vehicle or vehicle parts agencies. When
7 foremen have extra gas or jumper cables with them, such items may be used
8 by Bargaining Unit employees.

9

10 **ARTICLE XX – BEREAVEMENT**

11

12 **Section 20.1**

13

14 Regular employees shall be granted a leave of absence to attend a relative’s
15 funeral with pay at the employee’s basic rate plus any normal differentials
16 on the following basis:

17

18 (a) Five (5) working days for an employee’s immediate family.
19 “Immediate family” is interpreted to mean husband, wife, parents,
20 stepparents, children, stepchildren, sister, brother, stepsister, and
21 stepbrother and grandchild.

22

23 (b) Three (3) working days for other relatives. “Other relatives” is
24 interpreted to mean grandmother, grandfather, mother-in-law,
25 father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-
26 on-law, grandparents-in-law, aunt, uncle, niece, nephew,
27 grandparent, and grandchild.

28

29 (c) Proof of death of the relative and attendance at the funeral may be
30 required (where there is a reason for doubt) in the form of a
31 statement from the funeral director or officiating clergyman.

32

33 (d) The term “funeral” as used in this section shall also include a
34 memorial service where one is held in lieu of a funeral.

35 (e) Probationary employees shall be granted such leave of absence
36 without pay.

37

38 **ARTICLE XXI – JURY DUTY**

39

40 **Section 21.1**

41

42 Regular employees shall be granted a leave of absence to serve jury duty or
43 to appear as a witness in court when summoned (excluding such appearance
44 as a defendant) and for that period of time so serving. The employee shall
45 be paid an amount equal to the difference between such court service pay
46 and the employee’s normal and usual employment pay received from the
47 Company, computed on the basis of a forty (40)-hour week at the regular

1 basic rate plus any normal and usual premium or differentials in effect for
2 the last payroll period preceding the start of such period of court service.
3 An employee shall request from the appropriate public official a written
4 statement showing the court service dates by the employee and the pay
5 received therefore, which statement is to be presented to the Company.
6 Probationary employees shall be granted such leave of absence without pay.

7
8
9

ARTICLE XXII – REDUCTION IN FORCE

10 **Section 22.1**

11

12 In the event a layoff is determined to be an operational necessity by the
13 Company, then the Company:

14

15 (a) Agrees to notify the Union, in writing, of such impending layoff at
16 least two (2) calendar weeks prior to the effective date of such
17 layoff. When the Company advises of a layoff sufficiently in
18 advance of the layoff, the employee affected will have their
19 reassignment identified immediately (but not to exceed two [2]
20 months in advance) and within one (1) working day accept or
21 reject the assignment (each successive bump applied will not take
22 more than one [1] working day).

23

24 (b) Agrees that employees shall be laid off in inverse order of
25 Bargaining Unit seniority within the department by job
26 classification. An employee subject to layoff from that employee's
27 job classification shall have the right to displace an employee with
28 less seniority in another job classification providing the employee
29 subject to layoff has had up to seven (7) days of on-the-job
30 training or classroom training before reporting to the job. The
31 employee must then demonstrate within three (3) working days
32 they have knowledge of at least ninety percent (90%) of the job of
33 the employee being displaced.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

(c) Agrees that employees who are laid off for a permanent or an indefinite period shall receive a separation allowance in accordance with the following schedule:

<u>Length of Employment</u>		<u>Separation Pay</u>
<u>At Least</u>	<u>But Less Than</u>	<u>Number of Weeks</u>
0	1 year	1
1	2 years	2
2	5 years	3
5	7 years	4
7	9 years	6
9	13 years	7
13	17 years	8
17	20 years	9
20 or more years		10

(d) Separation allowance shall be computed on the basis of the employee's basic wage rate paid for the payroll period preceding the date of separation.

(e) A major fraction of a year shall be considered as a full year for the purpose of computing separation allowance.

(f) An employee who volunteers to accept termination, except those employees whose job has been abolished or an employee bumped by such employee, who will automatically be terminated, will be paid one and one-half (1½) times the severance schedule based on their length of service.

Section 22.2

An employee shall be recalled in seniority order to the job or jobs for which qualified to perform as shown by the employee's employment record, application form, experience record, training records, or other job verification records as may be shown in the employee's personnel folder.

An employee must be recalled to no more than the highest job or job classification held prior to the reduction in force.

Section 22.3

An employee may decline, upon recall, any and all recalls except the job classification held at the time of the reduction in force. Should an employee decline recall to the job held at the time of reduction in force, except for causes of illness or other extenuating circumstances, the

1 employee shall be deemed to having terminated employment with the
2 Company.

3

4 **Section 22.4**

5

6 An employee shall keep the Company informed of a current address at all
7 times, and the Company shall be obliged to notify the employee of recall by
8 certified mail at the last known address of the employee on file with
9 Company.

10

11 **Section 22.5**

12

13 An employee having received recall notice must notify the Company of
14 acceptance of recall within one (1) week of receipt of the recall notice and
15 must report for work within two (2) weeks after receipt of the recall notice
16 unless a period longer than two (2) weeks is specified by the Company.

17

18 **Section 22.6**

19

20 An employee upon recall shall receive the current rate of job to which
21 recalled, determined upon the employee's length of service.

22

23 **Service 22.7**

24

25 The Company will not hire into a classification which has laid-off
26 employees unless such laid-off employees have declined recall.

27

28 **Section 22.8**

29

30 Occasional, temporary, probationary, and regular part-time employees shall
31 be laid off in the order herein enumerated before any regular full-time
32 employee is laid off.

33

34

35

36

ARTICLE XXIII – EMPLOYEE INCOME
PROTECTION PLAN

37

38

39 **Section 23.1**

40

41 If during the term of this Agreement, the Company notifies the Union in
42 writing that technological change (defined as changes in equipment or
43 methods of operation) has or will create a surplus in any job title in any
44 work location which will necessitate layoffs or involuntary permanent
45 reassignments of regular full-time employees to different job titles
46 involving a reduction in pay or to a location requiring a change of
47 residence, or if a force surplus necessitating any of the above actions exists

1 for reasons other than technological change and the Company deems it
2 appropriate and in the exercise of its sole discretion, employees in the
3 affected job titles and work locations who have a least ten (10) years of
4 continuous service (as defined in the EMBARQ Retirement Pension Plan)
5 and whose age is at least 55 years or whose age at last birthday and credit
6 service (as defined in the Sprint Retirement Pension Plan) when added
7 together total at least 75 as of the date of the Company's notice to the
8 Union, may elect, in the order of seniority, and to the extent necessary to
9 relieve the surplus, to leave the service of the Company and receive
10 Employee Income Protection benefits described in paragraph II of this
11 article subject to the following conditions:

- 12
- 13 (a) The Company shall determine the job titles and work locations
14 in which a surplus exists; the number of employees in such
15 titles and locations who are considered to be surplus; and the
16 period during which the employee may, if he or she so elects,
17 leave the service of the Company pursuant to this article.
18 Neither such determinations by the Company nor any other part
19 of this article shall be subject to Arbitration.
- 20
- 21 (b) The number of employees who make such election shall not
22 exceed the number of employees determined by the Company
23 to be surplus.
- 24
- 25 (c) An employee's election to leave the service of the Company
26 and receive Employee Income Protection benefits must be in
27 writing and transmitted to the Company within thirty (30) days
28 from the date the Company makes notification of any such
29 change or surplus in order to be effective, and such election
30 may only be revoked within such thirty (30)-day period.
- 31
- 32 (d) Employees who elect to receive benefits under the provisions
33 of this article shall not be entitled to other severance pay
34 benefits or other benefits which may be provided to laid-off
35 employees but shall be entitled to receive those benefits
36 applicable to retirees, if the employee elects to retire in order to
37 receive Employee Income Protection Plan payments.
- 38

39 **Section 23.2**

40

41 Employee Income Protection payments for employees who so elect to leave
42 the service of the Company in accordance with Section 25.1 shall begin
43 within one month after such employee has left the service of the Company
44 to continue until forty-eight (48) payments have been made.

45
46

1 **Section 23.3**

2

3 For employees who so elect in accordance with Section 25.1, the Company
4 will pay monthly as Employee Income Protection payments, \$8.50 for each
5 year of continuous service plus thirty-five percent (35%) of the employee’s
6 final basic weekly or equivalent wage rate but, in no case to exceed in
7 aggregate a total of \$525.00 per month. The maximum amount of
8 Employee Income Protection benefits payable shall in no event exceed a
9 total of \$25,200.00.

10

11 **Section 23.4**

12

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

17

18 **Section 23.5**

19

20 As used in this article, “annual compensation at the basic weekly rate (or its
21 equivalent)” or “basic weekly wage rate (or its equivalent)” do not include
22 tour or temporary differentials, overtime pay, or other extra payments.

23

24 **Section 23.6**

25

26 Payments hereunder shall cease upon the employment of a recipient by the
27 Company or any affiliated or subsidiary company of Sprint Corporation.

28

29 **Section 23.7**

30

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

34

35 **Section 23.8**

36

37 When the surplus is not relieved by a sufficient number of employees
38 accepting the Company’s offer under the provisions of this article, the
39 Company may lay off employees as provided under other provisions of this
40 Agreement.

41

ARTICLE XXIV – WAGES

Section 24.1

The schedule of hourly wage rates, together with job classification titles for employees covered by this Agreement, shall be as set forth in Appendix A, attached hereto and made a part hereof.

Section 24.2

The wage schedules set forth in Appendix A provide the basis for progressive step increases in basic hourly wage rates. The employee's hourly wage rate will be advanced in accordance with the steps shown on the applicable wage schedules. Wage progression increases shall be deferred during all periods of employment, which are excluded in computing seniority.

Section 24.3

New employees who can verify previous actual or allied experience to the satisfaction of the Company may be paid a rate at hiring commensurate with the value of such experience to the Company's operations. Such rate shall not be set as to provide unearned wage advantage over current employees. A further adjustment upwards or downwards may be made during the probationary period but not thereafter without review with, and agreement of, the Union.

Section 24.4

The Company shall have the exclusive right to determine the source or sources of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants.

Section 24.5

The primary method of pay delivery will be direct deposit. Payroll advisory stubs or paychecks for those employees who do not participate in direct deposit will be mailed to their home address (as shown on their official Company records) via the U.S. Mail.

ARTICLE XXV – SAFETY

Section 25.1

The Company and the Union recognize the importance of maintaining high standards of safety and health in order to protect the employee from illness or injury. With that goal in mind, the Company agrees to conduct biweekly

1 safety meetings with the outside craft and monthly meetings with the inside
2 craft. Immediate work area safety issues should be presented to
3 management at those meetings. If the issue cannot be resolved in the
4 immediate work area, it should be presented to the Manager of
5 Environmental Health and Safety or the Company designee.
6

7 **Section 25.2**
8

9 Employees will be expected to abide by the safety rules of the Company
10 and to wear protective clothing and devices where furnished or required.
11 The Company shall furnish such safety appliances and equipment as it
12 deems necessary for the safe performance of work. Such safety equipment
13 will be used when furnished by the Company in compliance with the
14 instructions and procedures as set forth in the Company's Safety Policy or
15 as directed by the immediate supervisor.
16

17 **Section 25.3**
18

19 In the event of injury or accident while at work during scheduled working
20 hours, an employee shall be paid for time lost from work due to medical
21 treatment or care on the date the injury or accident occurs. If the employee
22 is sent home by the Company or by the physician to whom the employee
23 has been referred by
24 the Company, the employee shall be paid for the number of hours that they
25 were scheduled to work the day of the injury or accident. The payment or
26 receipt of benefits under this section will be without prejudice to the rights
27 or claims, or defenses which the Company or the employee involved may
28 have or may claim under Worker's Compensation Statutes of Ohio or any
29 other applicable Worker's Compensation Statutes.
30

31 When subsequent visits to the physician related to the same injury or
32 accident are required, time lost from regularly scheduled work for such
33 visits shall be paid by the Company, providing the employee has received
34 prior authorization from the immediate supervisor.
35

36 **ARTICLE XXVI – SHORT TERM DISABILITY (STD)**
37

38 **Section 26.1**
39

- 40 1. All regular full-time employees continuously employed by the
41 Company for twelve (12) months or more shall be entitled to
42 receive their basic rate of pay, not to exceed forty (40) hours per
43 week, for time such employees are unable to work by reason of
44 illness or injury. For the purpose of this benefit, illness or injury
45 shall include any illness or injury other than those arising out of or
46 in the course of employment for remuneration or profit.
47

- 1 2. Proof of sickness or disability shall be required of all employees
2 receiving benefits under this program. Sickness disability
3 hereunder must be certified as rendering the employee unable or
4 unfit to perform their regular duties by an accredited physician or
5 chiropractor (for bone manipulation) who will provide medical
6 evidence. Short Term Disability paperwork must be submitted
7 within fifteen (15) days of the first day of absence.
8
- 9 3. Any sickness or disability occurring after an employee has been
10 engaged in the performance of duty for 182 days shall be
11 considered as a new sickness or disability. Successive disabilities
12 due to the same cause that are separated by 30 calendar days or
13 less of active full-time employment will be considered one
14 disability.
15
- 16 4. If the period of disability continues for a period in excess of one
17 (1) month, a new certification by the physician shall be required
18 every thirty (30) days until released by said physician to return to
19 work or the expiration of this benefit.
20
- 21 5. Pregnancy shall be treated as an illness.
22
- 23 6. Short Term Disability benefits for eligible employees will begin on
24 the
25 sixth (6th) day of consecutive absence. All absences not covered
26 under Short Term Disability will be covered under Article 14 – Paid
27 Time Off.)
28
- 29 7. Schedule of benefits (maximum amount payable in any calendar year
30 or
31 for any one [1] ailment):
32
- | | | |
|----|-------------------------------------------------------------------|-------------------------------------|
| 33 | 1 yr to 2 yrs | 1 week full pay, 12 weeks 60% pay |
| 34 | | |
| 35 | 2 yrs to 5 yrs | 3 weeks full pay, 15 weeks 60% pay |
| 36 | | |
| 37 | 5 to 10 yrs | 13 weeks full pay, 13 weeks 60% pay |
| 38 | | |
| 39 | 10 to 15 yrs | 20 weeks full pay, 6 weeks 60% pay |
| 40 | | |
| 41 | * 15 + years | 26 weeks full pay |
| 42 | | |
| 43 | *effective 1/1/2005 the maximum benefit will be 26 weeks full pay | |
| 44 | for employee with 15+ years. | |

1 Basic LTD benefits apply at 50% basic wage after 26 weeks of
2 consecutive absence from work and after exhaustion of short term
3 disability benefits for those employees eligible.
4

5 The preceding benefit schedule shall include payments from the
6 United System Employee Retirement Plan, Social Security, or any
7 other Company income replacement plan.
8

9 If the employee is absent from work on the day the schedule of
10 benefits would increase, the increase will be postponed until the
11 employee returns to active employment for at least an eight (8)-hour
12 day.
13
14

15 ARTICLE XXVII - INDUSTRIAL ACCIDENT DISABILITY
16 BENEFIT
17

18 **Section 27.1**
19

20 Employee STD benefits are coordinated with workers' compensation
21 benefits for wage replacement. Employees receive the maximum payment
22 available under either this plan or the workers' compensation state statute,
23 but not the total sum of both benefits.
24

25 Once the employee has met the State waiting period for workers'
26 compensation, the Company's designated Third Party Administrator (TPA)
27 will issue a check for the workers' compensation benefit, which is the TTD
28 or TPD (temporary total disability or temporary partial disability). Once
29 the employee has met the STD waiting period, they may also start receiving
30 a check from Sprint for the difference between the TTD amount, up to a
31 maximum of 85% of their gross weekly salary. If it is determined that the
32 employees STD benefit of 60% is less than the workers' compensation
33 benefit from the insurance company, their Sprint checks will cease and they
34 will only receive a check from the TPA. During this time, FlexCare
35 benefits are maintained and benefit deductions will suspend. Upon return
36 to work, the suspended deductions will automatically be taken out of the
37 employee's first paycheck on a pre-tax basis. If for some reason the
38 employee does not return to work, they will be required to reimburse Sprint
39 for the full cost of health care premiums and for co-payments for all other
40 FlexCare benefits paid on the employees behalf while on leave. Special
41 arrangements must be made for payment of savings plan loans or stock
42 payments with the Benefits Department.
43

44 Employees have the option of using PTO time prior to Worker's
45 Compensation eligibility. If the employee opts to use available PTO it is not
46 reinstated with the eligibility of Worker's Compensation benefit.
47
48

1 ARTICLE XXVIII – PENSION AGREEMENT BETWEEN UNITED
2 TELEPHONE COMPANY OF OHIO AND
3 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
4 LOCAL 688
5

6 **Section 28.1**

7 The Company has adopted the EMBARQ Retirement Pension Plan (the
8 “Retirement Pension Plan”) and agrees to include employees covered by
9 this Agreement as members of such Retirement Pension Plan in accordance
10 with the Pension Agreement, which by reference thereto is incorporated
11 herein and made part of this Agreement. Said Pension Agreement shall be
12 continued without modification for the life of this Agreement; provided,
13 however, the Company (and for this purpose only “Company” shall include
14 Embarq Corporation) retains the right to make such changes in the
15 Retirement

16 Pension Plan, in its sole discretion, as may be required to obtain a ruling
17 from the Commissioner of Internal Revenue that the Retirement Pension
18 Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986,
19 as amended from time to time, and that the Trust implementing the
20 Retirement Pension Plan is exempt from taxation under Section 501(a) of
21 said Code, to satisfy any applicable state or federal statute, regulation,
22 ruling, court decision or other law applicable to said Retirement Pension
23 Plan, or to administer Retirement Pension Plan in an orderly and efficient
24 manner. Any such action taken by the Company in its sole discretion
25 with respect to the Retirement Pension Plan shall apply to all similarly
26 situated employees of the Company in a uniform manner. The Company
27 pays all contributions to the Retirement Pension Plan.
28

29 Section 1 – EMBARQ Retirement Pension Plan
30

31 The Company agrees to provide to Covered Members, through the
32 EMBARQ Retirement Pension Plan (the “Retirement Pension Plan”) the
33 benefits hereinafter specified in this Agreement effective June 1, 2006. All
34 terms defined in the EMBARQ Retirement Pension Plan shall have the
35 meaning specified therein unless the context of this Pension Agreement
36 clearly indicates otherwise.

37 Covered Member shall mean an employee of United Telephone Company
38 of Ohio represented by International Brotherhood of Electrical Workers
39 Local 688 who is a member of the Retirement Pension Plan pursuant to
40 Article 2 of the Retirement Pension Plan.
41

42 The provisions of the Retirement Pension Plan, other than Section 3.2,
43 Retirement Allowance on Termination of Employment or Retirement,
44 including the rights of the Board of Directors of Sprint Corporation to make
45 such amendments as it deems advisable with respect to all of the provisions
46 of the Retirement Pension Plan other than those referred to specifically in
47 this document, are incorporated herein by reference and shall be in full

1 force and effect provided that continuous service and credited service shall
2 be determined in accordance with definitions in Sections 1.13 (b),
3 Continuous Service, and 1.15 (b), Credited Service, respectively of the
4 Retirement Pension Plan, except as specifically provided to the contrary
5 herein.

6
7 Anything contained in the Retirement Pension Plan to the contrary
8 notwithstanding, the tables of monthly benefit per year of service
9 hereinafter described shall apply to a Covered Member until revised by a
10 subsequent Pension Agreement. This Pension Agreement shall terminate
11 when the contract between the Company and the Bargaining Unit
12 terminates. Upon the termination of this Pension Agreement, if as of such
13 date a subsequent Pension Agreement between United Telephone Company
14 of Ohio and the International Brotherhood of Electrical Workers Local 688
15 is not in force, the retirement allowance of any Covered Member shall be
16 determined as of such date and shall not increase for any reason until the
17 effective date of a subsequent Pension Agreement. No credited service
18 shall be earned following such date. Continuous service shall continue to
19 be earned in accordance with Section 1.13 (b), Continuous Service, of the
20 Retirement Pension Plan. A Covered Member may retire as provided in the
21 Retirement Pension Plan following such termination date and receive the
22 retirement allowance determined as of the termination date, provided that
23 such allowance shall be adjusted as provided in the Retirement Pension
24 Plan if it is paid in a form other than a life annuity or commences on a day
25 other than the Covered Member's normal retirement date, as defined in the
26 Retirement Pension Plan.

27
28 Section 2 – Eligibility for Benefits

29
30 The number of years of continuous service required to be eligible for an
31 early or disability retirement allowance is ten (10) years, and for a vested
32 retirement allowance is five (5) years. The other requirements for eligibility
33 for early and disability retirement allowances will not be changed.

34
35 Section 3 – Amount of Allowance

36
37 (a) The amount of the retirement allowance payable in the form of a life
38 annuity to a Covered Member who retires under normal or early
39 retirement under Article 3, Retirement Allowance, of the Retirement
40 Pension Plan shall be based on the Covered Member's age in years
41 and completed whole months, job classification, and credited service
42 at termination of employment; and date of termination of
43 employment, or normal retirement date if earlier, determined from
44 the attached tables, by multiplying the appropriate monthly benefit
45 per year of service by the number of years of credited service,
46 subject to the provisions contained in Article 4, Provisions Relating
47 to Pension Agreements, of the Retirement Pension Plan.

48

- 1 (b) The amount of the retirement allowance payable in the form of a life
2 annuity to a Covered Member who is retired under a Special Early
3 Retirement Allowance as defined in Section 1.56 of the Retirement
4 Pension Plan shall be equal to the benefit determined in paragraph
5 (a), above, using the appropriate monthly benefit per year of service
6 for a Covered Member age 65 at the time of the Covered Member's
7 termination of employment, reduced by 5/24 of 1% for each month
8 by which the Covered Member's actual retirement date precedes his
9 normal retirement date.
10
- 11 (c) The amount of the retirement allowance payable in the form of a life
12 annuity to a Covered Member who is entitled to a deferred vested
13 early retirement allowance as defined in Section 1.16 of the
14 Retirement Pension Plan shall be equal to the benefit determined in
15 paragraph (a), above, using the appropriate monthly benefit per year
16 of service for a Covered Member age 65 at the time of the Covered
17 Member's termination of employment.
18
- 19 (d) The amount of the retirement allowance payable in the form of a life
20 annuity to a Covered Member who is retired under Disability
21 Retirement under Section 3.3 of the Retirement Pension Plan shall be
22 equal to the benefit determined in paragraph (a), above, using the
23 appropriate monthly benefit per year of service for a Covered
24 Member age 65 at the time of the Covered Member's termination of
25 employment.
26
- 27 (e) Upon the death of a Covered Member described in Article 8, Spousal
28 Allowance, of the Retirement Pension Plan prior to his normal
29 retirement date or his retirement, whichever occurs first, an
30 allowance shall be payable to and for the life of his surviving spouse,
31 provided that he and said spouse have been married throughout the
32 one (1)-year period ending on the date of his death. The amount of
33 the spouse's allowance payable to an eligible spouse shall be the
34 benefit described in paragraph (a) above which would have been
35 payable to such spouse had the Covered Member retired early in
36 accordance with Section 1.20, Early Retirement Allowance, of the
37 Retirement Pension Plan and benefits had commenced on the first
38 day of the month preceding his date of death. If the Covered
39 Member had not attained age 55, the benefit described in paragraph
40 (a) above shall be that which applied at age 55.
41

1 ARTICLE XXIX - SAVINGS PLAN AGREEMENT BETWEEN
2 UNITED TELEPHONE COMPANY OF OHIO AND
3 INTERNATIONAL BROTHERHOOD OF
4 ELECTRICAL WORKERS LOCAL 688
5

6 **Section 29.1**
7

8 The Company has adopted the EMBARQ Retirement Savings Plan for
9 Bargaining Unit Employees (the “Retirement Savings Plan”) and agrees to
10 include employees covered by this Agreement as members of such
11 Retirement Savings Plan as soon as administratively feasible following
12 ratification of this Agreement, in accordance with the Savings Plan
13 Agreement as included below. In addition, the Company agrees to
14 withhold employee contributions as provided in said Savings Plan
15 Agreement and to make Company contributions thereto. Said Savings Plan
16 Agreement shall be continued without modification for the life of this
17 Agreement; provided, however, the Company (and for this purpose only
18 “Company” shall include EMBARQ Corporation) retains the right to make
19 such changes in the Retirement Savings Plan, in its sole discretion, as may
20 be required to obtain a ruling from the Commissioner of Internal Revenue
21 that the Retirement Savings Plan qualifies under Section 401(a) and 401(k)
22 of the Internal Revenue Code of 1986, as amended from time to time, and
23 that the Trust implementing the Retirement Savings Plan is exempt from
24 taxation under Section 501(a) of said Code, to satisfy any applicable state
25 or federal statute, regulation, ruling, court decision or other law applicable
26 to said Retirement Savings Plan, or to administer said Retirement Savings
27 Plan in an orderly and efficient manner. Any such action taken by the
28 Company in its sole discretion with respect to the Retirement Savings Plan
29 shall apply to all similarly situated employees of the Company in a uniform
30 manner.
31
32
33

34 SAVINGS PLAN AGREEMENT
35

36 Section 1 – EMBARQ Retirement Savings Plan for Bargaining Unit
37 Employees
38

39 a. The Company agrees to provide a means for employees to save for
40 their retirement on a tax- preferred basis through the EMBARQ
41 Retirement Savings Plan for Bargaining Unit Employees (the
42 “Retirement Savings Plan”). Employee and Company contributions to
43 said Retirement Savings Plan are specified in this Agreement. All
44 terms defined in the Retirement Savings Plan shall have the meaning
45 specified therein unless the context of this Savings Plan Agreement
46 clearly indicates otherwise.
47

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

3
4 Section 2 – Employee Contributions

5 a. Basic Contributions

6
7 i. Each Participant shall be allowed to have his wage
8 reduced bi-weekly up to the appropriate maximum
9 bi-weekly amount specified in Section 5. Such bi-
10 weekly wage reduction shall be in multiples of \$2
11 and shall be contributed to the Participant’s
12 account. Such bi-weekly wage reduction shall be
13 known as “Basic Contributions”.

14 ii. The minimum Basic Contribution shall be \$10 for
15 each bi-weekly pay period.
16

17 (b) Supplemental Contributions

18 Each Participant who has had his wage reduced by the appropriate
19 maximum amount in Section 2 (a), Basic Contributions, shall be
20 allowed to have his wage reduced in multiples of \$2, which
21 amount shall not exceed the amount specified in Section 5. Such
22 amount shall be known as “Supplemental Contributions”.
23

24
25 (c) Catch-Up Contributions.

26 Effective June 4, 2003, each eligible Participant shall be permitted
27 to make Catch-Up Contributions as defined in the plan document.
28 Upon attainment of age 50, a participant may contribute an
29 additional amount per year to the extent provided by Section
30 414(v) of the Internal Revenue Code and under procedures
31 established by the Sprint Savings Plan Committee.
32

33 Section 3 - Company Contributions.

34
35 a. The Company may contribute the Company matching
36 contributions equal to the same percentage of the Participant’s
37 Basic Contribution as applies to non-represented employees
38

39 b. The Company may provide an increased Company contribution
40 based on the same performance measurement standard that applies
41 in the Retirement Savings Plan for non-represented employees.
42

43
44 Section 4 - Investment Options.

45
46 a. As provided for in the Retirement Savings Plan, a certain number
47 of investment options (funds) will be available for Participant's to

- 1 invest their own Contributions. The percentage of contributions
2 allocated to any investment option shall be in whole percent
3 increments with a minimum of five percent (5%) to an investment
4 option.
- 5 b. The Company matching contribution for each Participant shall be
6 invested in the same investment funds in the same percentage
7 allocation as Participant elects to invest their own Contributions.
- 8 c. The Company shall designate the investment vehicle for each
9 investment fund and can change any investment vehicle at any
10 time.

11

12 Section 5 - Services.

13

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

17

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

21

22 Section 6 - Administration of the Retirement Savings Plan.

23

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

28

29 Section 7 – Effective 6/1/06, the Retirement Savings Plan will provide
30 diversification options for the Company contribution on the same basis that
31 applies to non-represented employees.

32

Basic Contributions (6%)

	Eff 5/23/2006	Eff 6/1/2007	Eff 6/1/2008
Schedule 1	66.00	68.00	70.00
Schedule 3	74.00	74.00	74.00
Schedule 9	110.00	114.00	116.00
Schedule 10	114.00	116.00	120.00
Schedule 10B	122.00	126.00	130.00
Schedule 10C	0.00	0.00	0.00
Schedule 10D	128.00	128.00	130.00
Schedule 11	116.00	120.00	122.00

Supplemental Contributions (12%)

	Eff 5/23/2006	Eff 6/1/2007	Eff 6/1/2008
Schedule 1	132.00	136.00	138.00
Schedule 3	148.00	148.00	148.00
Schedule 9	222.00	228.00	232.00
Schedule 10	228.00	232.00	238.00
Schedule 10B	246.00	252.00	258.00
Schedule 10C	0.00	0.00	0.00
Schedule 10D	256.00	256.00	258.00
Schedule 11	234.00	240.00	246.00

2

3

4 **Section 29.2**

5

6 **COMPANY CONTRIBUTION**

7

8 The Company matching contribution (in EMBARQ stock) will be at least
9 50 percent (50%) of the employee basic contribution. However, the match
10 could go as high as seventy-high percent (75%). The match will be based
11 on EMBARQ's performance in the marketplace. Each quarter, EMBARQ's
12 stock will be compared to a weighted average of the stock performance of a
13 group of telecommunications companies. If EMBARQ stock outperforms
14 the average of the group, the Company match for the second following
15 quarter will be 15% additional (e.g., from 50%-65%). In addition, for every
16 full half-percentage point that EMBARQ's stock outperforms the average
17 (up to 5%), the match will go up another 1%. The Company match will be
18 adjusted at the beginning of the second following quarter.

19

20 **ARTICLE XXX - UNITED SYSTEM EMPLOYEE RETIREMENT PLAN**
21 **SPOUSES ALLOWANCE BENEFIT (Schedule 8)**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Section 30.1

If a qualified active employee dies while in active service of the Company before age 65, his or her spouse will receive lifetime pension payments equal to 50% of the basic and supplemental benefit calculated as if the deceased employee had retired on the day of death. The normal reductions for early retirement will be applied according to the EMBARQ Retirement Pension Plan.

To qualify:

The employee and spouse must be married at least one (1) year, and the employee must have at least ten (10) years of continuous service. This Schedule 8 Spouse’s Benefit will be provided automatically to eligible employees without reduction in pension benefit.

The Company pays the entire cost of all benefits under the plan.

A booklet describing the “Plan” shall be available to eligible employees.

ARTICLE XXXI - FLEXCARE

Section 31.1

Effective June 1, 2006, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the FlexCare Plan as it is applicable to non-represented employees of the Company. The Components of the FlexCare Plan available to employees include the following benefit options: Medical, Prescription Drug, Dental, Vision Care, Supplemental Long-Term Disability, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance. The Company agrees to provide eligible employees with Basic Long-Term Disability coverage.

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

The Company, at its sole discretion, shall designate the insurance carrier(s) and the agent(s) for processing claims and other

1 transactions for the FlexCare Plan and the individual components
2 thereof. The Company may change the insurance carrier(s) and/or
3 the claims administrator(s) at any time provided that the Company
4 first provide notice to the Bargaining Unit thereof.

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

13
14 ARTICLE XXXII – RECOGNITION AND/OR INCENTIVE
15 PROGRAMS
16

17 **Section 32.1**
18

19 At the sole discretion of the Company, employee recognition and/or
20 incentive programs to honor exemplary performance, achievement of
21 objectives, meritorious events, community service, etc., by employees, may
22 be unilaterally developed, implemented, modified or deleted. Such
23 programs may include, but not be limited to, cash payments and may be, at
24 the individual and/or group level. The Company will notify the Union in
25 advance of any newly developed, modified or expired recognition
26 programs, however, both parties mutually agree to the above mentioned
27 unilateral Company right.
28

29 ARTICLE XXXIII – EXECUTION
30

31 **Section 33.1**
32

33 The Company and the Union acknowledge that this Agreement and the
34 appendices, exhibits, and any supplement, thereto and attached hereto,
35 embody the complete and final understanding reached by the parties as to
36 the wages, hours, and all other terms and conditions of employment of all
37 employees covered by this Agreement.
38

39 **Section 33.2**
40

41 In the event that any provision contained herein is adjudged in a court of
42 law to be in conflict with any federal law, or with any law of the State of
43 Ohio, such provision shall be void until such time as said adjudication may
44 be reversed. Notwithstanding such adjudication of conflict, all of the other
45 provisions of this Agreement shall remain in full force and effect.
46
47

Section 3.33

IN WITNESS WHEREOF, the parties hereto have hereto caused this Agreement to be executed by their duly authorized representatives the day and year first above written. Date signed: 9/7/06.

International Brotherhood of Electrical Workers
AFL-CIO-CLC Local Union 688

Carl W. Neutling
Guy W. Williams
[Signature]
Donald N. Garwith

United Telephone Company of Ohio

[Signature]
W. L. Hutchel
Tom Meek

1
2
3
4
5
6
7

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

**Schedule 1 (X06)
Custodian
(SW301)**

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Start	5.85	5.92	5.99	6.06	6.14	6.22
Step 2	6.43	6.51	6.59	6.67	6.75	6.83
Step 3	7.06	7.15	7.24	7.33	7.42	7.51
Step 4	7.75	7.85	7.95	8.05	8.15	8.25
Step 5	8.51	8.62	8.73	8.84	8.95	9.06
Step 6	9.34	9.46	9.58	9.70	9.82	9.94
Step 7	10.25	10.38	10.51	10.64	10.77	10.90
Step 8	11.25	11.39	11.53	11.67	11.82	11.97
Step 9	12.35	12.50	12.66	12.82	12.98	13.14
Top	13.56	13.73	13.90	14.07	14.25	14.43

1
2
3
4
5
6

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

7

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Start	6.66	6.66	6.66	6.66	6.66	6.66
Step 2	7.31	7.31	7.31	7.31	7.31	7.31
Step 3	8.03	8.03	8.03	8.03	8.03	8.03
Step 4	8.82	8.82	8.82	8.82	8.82	8.82
Step 5	9.69	9.69	9.69	9.69	9.69	9.69
Step 6	10.64	10.64	10.64	10.64	10.64	10.64
Step 7	11.68	11.68	11.68	11.68	11.68	11.68
Step 8	12.83	12.83	12.83	12.83	12.83	12.83
Step 9	14.09	14.09	14.09	14.09	14.09	14.09
Top	15.47	15.47	15.47	15.47	15.47	15.47

Schedule 3 (X10)

Operator (CL339)

**Unpopulated for 2 years.
Schedule remains for
historical purposes only.**

1
2
3
4
5
6
7

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Schedule 9 (X03)						
Lineworker (CR202)						
Public Access Technician (UN244)						
Building Operation Repair Person (UN467)						
Start	9.74	9.86	9.98	10.10	10.23	10.36
Step 2	10.70	10.83	10.97	11.11	11.25	11.39
Step 3	11.77	11.92	12.07	12.22	12.37	12.52
Step 4	12.93	13.09	13.25	13.42	13.59	13.76
Step 5	14.22	14.40	14.58	14.76	14.94	15.13
Step 6	15.62	15.82	16.02	16.22	16.42	16.63
Step 7	17.17	17.38	17.60	17.82	18.04	18.27
Step 8	18.87	19.11	19.35	19.59	19.83	20.08
Step 9	20.75	21.01	21.27	21.54	21.81	22.08
Top	22.79	23.07	23.36	23.65	23.95	24.25

1
2
3
4
5
6
7
8

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

**Schedule 10 (X02)
Building Operations
Mechanic (UN468)**

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Start	9.99	10.11	10.24	10.37	10.50	10.63
Step 2	10.99	11.13	11.27	11.41	11.55	11.69
Step 3	12.07	12.22	12.37	12.52	12.68	12.84
Step 4	13.26	13.43	13.60	13.77	13.94	14.11
Step 5	14.58	14.76	14.94	15.13	15.32	15.51
Step 6	16.03	16.23	16.43	16.64	16.85	17.06
Step 7	17.62	17.84	18.06	18.29	18.52	18.75
Step 8	19.36	19.60	19.85	20.10	20.35	20.60
Step 9	21.27	21.54	21.81	22.08	22.36	22.64
Top	23.37	23.66	23.96	24.26	24.56	24.87

1
2
3
4
5
6
7
8

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Start	9.99	10.11	10.24	10.37	10.50	10.63
Step 2	11.08	11.22	11.36	11.50	11.64	11.79
Step 3	12.28	12.43	12.59	12.75	12.91	13.07
Step 4	13.62	13.79	13.96	14.13	14.31	14.49
Step 5	15.10	15.29	15.48	15.67	15.87	16.07
Step 6	16.74	16.95	17.16	17.37	17.59	17.81
Step 7	18.55	18.78	19.01	19.25	19.49	19.73
Step 8	20.56	20.82	21.08	21.34	21.61	21.88
Step 9	22.80	23.09	23.38	23.67	23.97	24.27
Top	25.27	25.59	25.91	26.23	26.56	26.89

Schedule 10B (X02B)
Business Service
Technician (UN417)

1
2
3
4
5

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Start	12.16	12.16	12.16	12.16	12.16	10.63
Step 2	13.27	13.27	13.27	13.27	13.27	11.79
Step 3	14.48	14.48	14.48	14.48	14.48	13.07
Step 4	15.80	15.80	15.80	15.80	15.80	14.49
Step 5	17.24	17.24	17.24	17.24	17.24	16.07
Step 6	18.82	18.82	18.82	18.82	18.82	17.81
Step 7	20.54	20.54	20.54	20.54	20.54	19.73
Step 8	22.42	22.42	22.42	22.42	22.42	21.88
Step 9	24.47	24.47	24.47	24.47	24.47	24.27
Top	26.71	26.71	26.71	26.71	26.71	26.89

**Schedule 10D (X12)
Business Service Tech
(Advanced) (ML157)
BST Program eliminated.
Wages remain frozen until
12/01/08. Title changed to BST
(UN417) and wages follow
schedule 10B effective 12/01/08.**

6

1
2
3
4
5
6
7
8

APPENDIX A – CONSUMER MARKET OPERATIONS, MARKETING and NETWORK WAGE SCALES

Schedule 11 (X01)

**Cable Splicer (CR207)
Communication
Technician (UN179)
Radio-Installer Maint.
(CR316)
Service Technician
(CR222)_
Building Operation Tech
(UN469)**

	Effective 05/23/06	Effective 12/01/06	Effective 06/01/06	Effective 12/01/07	Effective 06/01/07	Effective 12/01/07	Effective 06/01/08	Effective 12/01/08
Start	10.28	10.41	10.54	10.67	10.80	10.94		
Step 2	11.30	11.44	11.58	11.72	11.87	12.02		
Step 3	12.42	12.58	12.74	12.90	13.06	13.22		
Step 4	13.66	13.83	14.00	14.18	14.36	14.54		
Step 5	15.02	15.21	15.40	15.59	15.78	15.98		
Step 6	16.50	16.71	16.92	17.13	17.34	17.56		
Step 7	18.14	18.37	18.60	18.83	19.07	19.31		
Step 8	19.95	20.20	20.45	20.71	20.97	21.23		
Step 9	21.92	22.19	22.47	22.75	23.03	23.32		
Top	24.06	24.36	24.66	24.97	25.28	25.60		

New Wage Schedule	Previous Wage Schedule	Notes:
Schedule 1(X06)	Schedule 1 (X06)	
Schedule 3 (X10)	Schedule 3 (X10)	
		Unpopulated for past two years. Wage schedule and pension tables remain for historical purposes only.
Schedule 9 (X03)	Schedule 9 (X03)	
		Lineworker (CR202)
		Public Access Technician (UN244)
		Building Operation Repair Person (UN467)
Schedule 10 (X02)	Schedule 10 (X02)	
Schedule 10B (X02B)	Schedule 10B (X02B)	Building Operations Mechanic (UN468)
	Eliminate Schedule	Business Service Technician (UN417)
Schedule 10C (X13)		Business Service Tech (Core) (UN423)
		BST Certification Program eliminated. Unpopulated for past three years. Delete wage schedule and pension table.
Schedule 10D (X12)	Schedule 10D (X12)	
		Business Service Tech (Advanced) (ML157)
		BST Certification Program eliminated. Current employees (3) remain frozen until Schedule 10B exceeds Schedule 10D. Frozen schedule remains for historical purposes.
Schedule 11 (X01)	Schedule 11 (X01)	
		Cable Splicer (CR207)
		Communication Technician (UN179)
		Radio-Installer Maintenance (CR316)
		Service Technician (CR222)
		Building Operation Technician (UN469)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DIFFERENTIALS:

In-Charge	\$0.75/hour
General Radio-Telephone License	\$0.35/hour
Heavy Equipment Operator (when operating)	\$0.40/hour

The Company will reimburse \$19.00 toward the Class “A” Driver’s License where the license is required by the Company.

DIFFERENTIALS FOR OPERATOR SERVICES:

Service Assistant	\$0.60/hour
Hours worked on an “extra” Saturday with the exception of trades, and self-forced Saturdays, and only after two (2) Saturdays are worked in the month (paid with any other differential)	\$0.35/hour

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

APPENDIX B
LETTER OF UNDERSTANDING #1

Up to five (5) students from Vocational Schools will be allowed up to nine (9) weeks of one-half days for on-the-job training experience (work) which is designated as Vocational Co-op training. The Co-op students will not work alone (will have a Bargaining Unit person with them) nor will they in any way supplant members of the Bargaining Unit from overtime, call-outs, or cause any layoffs.

LETTER OF UNDERSTANDING #2
JURISDICTIONAL BOUNDARIES

The Company may temporarily transfer employees across Union jurisdictional boundaries for up to sixty-five (65) days in a six (6)-month calendar period if the assignment falls within a thirty (30)-mile distance of the boarder of IBEW 688 (if the distance is beyond thirty [30] miles, the limitation will be 30 days; forty-five [45] days for Cable Splicers doing test and acceptance and/or air pressure, in a six [6]-month calendar period). Any of the above limitations may be waived by mutual agreement of the Company and the Union. The Company will utilize this to meet customer needs, for emergencies, project completion, to reduce contractor usage where feasible, to fill in for vacations, leaves of absence, or absenteeism. An employee temporarily transferred shall be paid the basic wage rate of their regular job or the basic wage rate of the job to which that employee is transferred, whichever is higher.

The Company will inform the Union where there is a need for an employee to cross Union jurisdictional boundaries for more than one (1) consecutive day, explaining the reason why the action is “good business” such as “rather than use contractors,” or “to keep employees gainfully employed,” or emergency reasons, etc. The Union will be provided a listing, by classification, every six months indicating: 1) the number of hours worked by other Union employees within their jurisdiction, and 2) the number of hours worked by IBEW 688 employees outside of their jurisdiction. If a balance of 1,400 hours in a classification is exceeded for a year, and more than 1,000 hours were in a six (6)-month period, the Company will add a position in that classification, with the exception of Cable Splicers working test and acceptance and/or air pressure, however, hours used for emergencies and to cover short term disabilities shall not count toward the afore mentioned thresholds.

1 Crossing jurisdictional lines will not be utilized for the singular purpose of
2 supplanting overtime. If there is a need for additional manpower in an area
3 for a period of more than four (4) hours, employees on scheduled days off
4 will be offered such work prior to a person crossing jurisdictional lines.

5
6 The Company will not request the crossing of jurisdictional lines into a
7 classification if a layoff exists in the area in that classification.

8
9 Local IBEW 688 will only cross or allow crossing of jurisdictional
10 boundaries if a reciprocal agreement exists with the other Union.

11
12 **MEMORANDUM OF AGREEMENT**
13 **DSL**
14

15 When making decisions regarding the contracting of work in this highly
16 competitive and dynamic business it is the Company's intention to consider
17 the interests of its customers and employees, as well as the needs of the
18 Company. The parties agree that during the life of this Labor Agreement
19 the Company has the right to contract out any work that it deems
20 appropriate, as long as it does not conflict with the provisions set forth
21 under Article 18.

22
23 The parties further agree that the provisioning, installation, and
24 maintenance of DSL services will be assigned to qualified bargaining unit
25 employees during the life of this Agreement under the following conditions:

- 26
- 27 • The Company will identify locations and number(s) of
28 employees to be trained and certified on DSL installation.
 - 29 • The Company will select the individual(s) who will receive
30 training and certification based on interest and aptitude (as
31 demonstrated through skills testing). If two or more
32 individuals are deemed to be equally qualified based on the
33 skills testing, seniority shall prevail.
 - 34 • The Company still retains the right to contract out DSL work
35 in emergencies, special promotions, or (peaks not exceeding
36 60 days, unless mutually agreed upon between the parties).
- 37

38 This Memorandum of Agreement will expire effective May 31, 2006,
39 unless it is extended by mutual agreement between the parties.

40

ALPHABETICAL INDEX

1			
2			
3	<u>Subject</u>	<u>Article</u>	<u>Page</u>
4			
5	Agreement		1
6	Amendment	I	1
7	Americans with Disability Act	XII	17
8	Arbitration Procedure	V	7
9	Bereavement	XXI	38
10	Bidding Eligibility	XVI	22
11	Break Periods	XIX	31
12	Bulletin Boards	VIII	10
13	Call-Out	XVIII	33
14	Class "A" Driver's License	Appendix A	66
15	Contract Labor	XVIII	30
16	Discipline	VII	9
17	Dues Deduction	III	3
18	Duration	I	1
19	Effective Date	I	1
20	Employee-Bargaining Unit	XIX	37
21	Employee Income Protection Plan	XXV	41
22	Execution	XXXIV	56
23	Four/Ten Workdays	XIX	31
24	General Working Conditions		
25	Consumer Market Operations,		
26	Marketing, and Network	XIX	31
27	Grievance Procedure	IV	4
28	Holidays	XIII	17
29	Eligibility For	XIII	18
30	Method of Payment	XIII	18
31	Overtime Computation	XIII	18
32	Home Garaging	XIX	34
33	Inclement Weather	XIX	37
34	Industrial Accident Disability	XXIX	47
35	Job Change – Wage Determination	XVI	23
36	Job Posting	XVI	22
37	Jurisdictional Boundaries	Appendix B	67
38	Jury Duty	XXIII	38
39	Leave of Absence	XVII	27
40	Family and Medical Leave Act	XVII	29

1	<u>Subject</u>	<u>Article</u>	<u>Page</u>
2			
3	Management Rights	XVIII	29
4	Meal Allowance	XVI	25
5	Meals – Overtime	XIX	37
6	Mileage Allowance	XVI	25
7	No Discrimination	XII	17
8	No Strike – No Lockout	VI	8
9	On-Call	XIX	33
10	Overtime Distribution	XIX	33
11	Overtime Payment	XIX	33
12	Paid Time Off (PTO)	XIV	19
13	Pension Benefit	XXVIII	48
14	Benefit Schedule	Appendix C	69
15	Promotions	XVI	21
16	Reduction in Force	XXIV	39
17	Reporting Location	XIX	35
18	Rest Periods	XIX	31
19	Safety	XXVII	44
20	Industrial Illness or Injury	XXVII	45
21	Savings Plan	XXXI	51
22	Benefit Schedule		54
23	Seniority	X	13
24	Bargaining Unit	X	13
25	Company	X	15
26	Loss of	X	15
27	Separation Allowance	XXII	40
28	Sickness Disability Benefits	XXVI	45
29	Supervisors	XI	16
30	In-Charge	XI	16
31	Telephone Concession	XV	21
32	Tools	XIX	37
33	Tour Choice	XIX	36
34	Tour Differential	XIX	32
35	Tours – Sundays and Holidays	XX	32
36	Training Tools	XIX	36
37	Transfers	XVI	23
38	Downgrades	XVI	24
39	Lateral	XVI	24
40	Temporary	XVI	25
41	Union Business	IX	11
42			
43			
44			
45			

1			
2	<u>Subject</u>	<u>Article</u>	<u>Page</u>
3			
4	Wages	XXIV	44
5	Compensation For Previous		44
6	Experience Consumer Market		
7	Operations, Marketing & Network		
8	Scale	Appendix A	58
9	Work Day	XIX	31
10	Work Week	XIX	31