

# **2004 – 2007 AGREEMENT**

between

**UNITED TELEPHONE COMPANY OF THE  
WEST**

and

**LOCAL UNION NO. 843 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
AFL-CIO**

Effective Date..... June 1, 2004  
Expiration Date.....May 26, 2007



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**UNITED TELEPHONE COMPANY  
OF THE WEST  
and  
LOCAL UNION NO. 843 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
EFFECTIVE: JUNE 1, 2004 to MAY 26, 2007  
AGREEMENT**

**PREAMBLE**

THIS AGREEMENT, entered into this 1st day of June, 2004, between the UNITED TELEPHONE COMPANY OF THE WEST of Scottsbluff, Nebraska, hereinafter referred to as the “COMPANY,” and LOCAL UNION NO. 843 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the “UNION.”

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**WITNESSETH**

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

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

**ARTICLE 1**  
**TERM OF AGREEMENT**

This Agreement dated the 1st day of June, 2004, covering all employees included in the bargaining unit (Article 3, Company-Union Relationships) shall continue in full force and effect until the 26th day of May, 2007. It shall continue in full force and effect thereafter unless either party gives written notice within sixty (60) days prior to the termination date of this contract or any extension thereof to the other party of an intention to change specified terms of this Agreement upon the expiration of the term or any extension thereof. Service of any such notice shall be sufficient if addressed and mailed, or delivered, to the President or his designee for the Union and the Vice President or the Vice President's designee for the Company. Within thirty (30) days of said written notice representatives of the Company and the Union shall meet and commence negotiations for the purpose of negotiating with respect to such changes.

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**ARTICLE 2**  
**ENTIRE AGREEMENT**

It is hereby agreed that during the term of this Agreement neither party shall demand negotiations on any matters affecting wages, hours, or other terms and conditions of employment or on any further matters affecting these or any other subjects not specifically set forth in this Agreement. It is agreed between the parties that changes in this Agreement mutually acceptable to the authorized representatives of both parties may be made at any time during the tenure of this Agreement.

Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal laws. In the event any such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with such law, order or declaration.

**ARTICLE 3**  
**COMPANY-UNION RELATIONS**

1. The Company recognizes the Union as the sole and exclusive collective bargaining agent for classifications listed in Appendix 1 and Appendix 2, but excluding: management, administrative, professional, general office, guards, watchmen, officials, confidential employees, commercial department employees and supervisors as defined in the National Labor Relations Act.
  
2. This Agreement shall apply to those classifications referenced above on the Company's telephone properties located at Bayard, Broadwater, Chappell, Gering, Kimball, Lewellen, Minatare, Mitchell, Morrill, Oshkosh, Potter, Scottsbluff, Guernsey, Lagrange, Lingle, Lyman and Torrington.
  
3. The term "employees" as used in this Agreement shall include only the regular employees of the different classifications and in the different offices of the Company as set out herein. It is agreed that exchanges now or hereafter operated on any Agency basis shall be excluded from the provisions of this Agreement.
  
4. Union Security. The Company agrees not to coerce or interfere with any employee for the object of restraining membership in the Union and agrees not to discriminate in any way against an employee because of membership therein; and agrees in all other respects to observe the guarantees vouchsafed the Union and the members thereof by the National Labor Relations Act. The Union likewise agrees not to exert any coercion or intimidation on any employee because of non-membership in the Union or for the purpose of inducing membership therein.

5. No representative of the Union shall solicit membership in the Union on the Company's time or property.
6. The Union agrees for its members that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and efforts to protect the property and interests of the Company, its good name and its service to the public.
7. For each employee covered by this Agreement who has submitted a properly signed authorization card, the Company shall deduct from the first pay of each month the Union dues for the current month and promptly remit the same to the Union together with a list of members for whom deductions have been made. The Union guarantees the validity and legality of such authorizations for deductions and will indemnify and save the Company harmless for any such deductions made and remitted. Each employee shall have the opportunity to revoke his authorization for dues deduction, and if not revoked, the authorization shall remain in effect.

I hereby authorize and direct \_\_\_\_\_ to deduct from my pay, Union Membership initiation fee, dues and assessments in the amounts fixed in accordance with By-Laws of Local Union No. 843 and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the employers and the Union.

This authorization may be revoked at anytime by providing sixty (60) days written notice to the Company and the Union Financial Secretary that dues deduction shall cease. The

Company shall cease to withhold said dues deduction in the month following the receipt of the employee notification.

Signature

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8. No supervisory employee shall perform bargaining unit work except under the following circumstances:
  - (a) Training purposes
  - (b) Demonstrations to employees
  - (c) In case of emergency, to insure efficient and continuous service
  - (d) Testing for maintenance of service
9. In the event the Company adds a new classification to the bargaining unit, the Union will be notified, in writing, of such new classification. The rate of pay for the classification will be subject to negotiations with the Union.
10. Non-Discrimination. The Company and Union agree that they will continue their practice of not discriminating against any employee because of race, creed, color, sex, disabled status, veteran's status, or national origin and will abide by the Federal Age Discrimination Act of 1967 and will take all action necessary to comply with the Americans With Disabilities Act. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as limitations on the basis of sex.

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) and the contract provides for a greater level of benefits, as required under the FMLA, the

provisions of the contract shall prevail. In no instances shall the contract diminish any rights guaranteed under the Act. The Company shall have final discretion with regards to those options where the employer is provided with discretion under the FMLA.

11. It is the intent of the Company to use its own employees as much as possible for that work customarily performed by its employees. However, it is understood that the Company shall have the right to contract out work it deems necessary or desirable according to the dictates of good business practice and for the benefit of the customer when its own working force is not adequate in numbers or in skill to perform the work promptly and satisfactorily to the Company and the customer. It is further understood the contracting of cable plowing, dismantling of outside plant and manufacturer installation are vested exclusively in the Company and are not subject to the arbitration procedure provided in this Agreement.
12. At the discretion of management due to service requirements, bargaining unit employees may be required to work at other Company locations outside the bargaining unit on a temporary basis. Similarly, non-bargaining unit employees assigned to Company work locations may be required to perform bargaining unit work on a temporary basis.

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

**ARTICLE 4**  
**RIGHTS OF MANAGEMENT**

The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement. It is specifically agreed that all of the rights, power, or authority vested in the Company prior to the signing of this Agreement are retained by the Company, except those specifically abridged, delegated, or modified by this Agreement or any supplementary agreements that may hereafter be made.

**ARTICLE 5**  
**NO STRIKE OR LOCKOUTS**

It is recognized that the Company is engaged in public service requiring continuous operations, and it is agreed that in recognition of such obligation of continuous service that there should be no individual or collective cessation of work by the employees covered under this Agreement to include sympathy strikes, and the Company will not lock out employees covered by this Agreement on account of any controversy respecting the provisions of this Agreement. Nothing in this Agreement shall be construed to require either party to act in violation of any State or Federal law now in force or that may hereafter be enacted.

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**ARTICLE 6**  
**WELFARE**

**SECTION 1: EMPLOYEE INCOME PROTECTION PLAN.**

- (a) If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a

change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least ten years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least 55 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described in paragraph (b) of this Article subject to the following conditions.

- (1) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this article shall be subject to arbitration.
- (2) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- (3) An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within 14 days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such 14 day period.
- (4) Employees who elect to receive benefits under the provisions of this Article shall not be entitled to other

severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.

- (b) Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph (a) shall begin within one month after such employee has left the service of the Company to continue until 48 payments have been made.
- (c) For employees who so elect in accordance with paragraph (a), the Company will pay monthly as Employee Income Protection payments, \$8.50 for each year of continuous service plus 35% of the employee's final basic weekly or equivalent wage rate but, in no case to exceed in aggregate a total of \$400.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$19,200.
- (d) In no event shall the total of the Employee Income Protection Payments exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.
- (e) As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- (f) Payments thereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of Sprint Corporation.

- (g) In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.
- (h) When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this Article, the Company may lay off employees as provided under other provisions of this Agreement.

**SECTION 2: CONCESSION TELEPHONE SERVICE.**

Subject to Company policy, regular employees (full and part-time) with six (6) or more months of service are eligible for a long distance credit of \$30 per month of free long distance service when the following conditions are met:

- (a) The long distance carrier is Sprint.
- (b) The employee completes in full an unaltered "Employee Long Distance Benefit Application."

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for bargaining unit employees will be equivalent to the Sprint services that is provided to any other non-represented employee.

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**ARTICLE 7**

**LAY-OFF AND REHIRING**

**SECTION 1: LAY-OFF NOTICE.**

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

## **SECTION 2: LAY-OFF AND REHIRING PROCEDURE.**

- (a) In the event there is lack of work in any job title in any work location for employees covered by this Agreement, the Company shall decide the necessity for and the extent of the force adjustment, and the following shall be the lay-off and rehiring procedure, subject to provisions set forth in other Sections of this Agreement:
  
- (b) If the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least ten (10) years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least fifty-five (55) years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits under the terms and conditions as described in Article 6, Section 1.
  
- (c) Transfers to Avoid Lay-Offs.
  - (1) The Company shall make every reasonable effort to avoid laying off employees by first offering transfers, in seniority order, to fill existing job vacancies provided the following conditions exist:
    - (a) The job vacancy is not in a higher classification.
  
    - (b) The displaced employee has the skill and ability to perform the vacant job with a minimum of on-the-job training and familiarization. If formal classroom training is required the displaced employee does not have the necessary skill and ability to perform the job.

- (2) A job vacancy is defined as one that has been posted or about to be posted and an award has not been made. During a lay-off period, Section 2 (b) (2) of this Article supersedes and causes Article 8, Section 1, paragraph (b) to be inoperative. The terms and conditions of Article 8, Section 1, paragraph (b) however, shall remain operative if the job vacancy is in a higher classification than that of the employee(s) to be laid off.
- (3) Employees who have not refused an offer of transfer may exercise bump rights in accordance with the provisions of the Lay-off Procedure, Section 3 of this Article.
- (4) Employees who have refused an offer of transfer forfeit any further bump rights.

### **SECTION 3: LAY-OFF PROCEDURE.**

- (a) When a reduction in force is necessary, lay-offs shall occur in the following order:
  - (1) Temporary employees at the affected location in the affected job titles.
  - (2) Probationary employees at the affected location in the affected job titles.
  - (3) Contractors at the affected location performing the same work functions as employees in the affected job titles.
- (b) Should further reduction of force be necessary, in seniority order, employees who have been identified as surplus at the affected location and who have not refused an offer of

transfer, may exercise one of two options by bumping an employee with less seniority as follows:

- (1) First option, the surplus employee may bump the least senior employee in the same job title at another location.
- (2) Second option, if the surplus employee does not have sufficient seniority to bump in his/her job title, the surplus employee, if qualified, may bump the least senior employee in the same classification.
  - (a) When necessary, this procedure is continued to the next lower classification(s) until the employee either bumps a junior employee or until it is determined the employee cannot exercise his/her bump rights.
  - (b) It is understood and agreed that an employee exercising a bump right has no choice of job titles. Rather the surplus employee must bump the least senior employee in the classification. Further, the bumping employee must have the skill and ability to perform the new job with a minimum of on-the-job training and familiarization. If formal classroom training is required to perform the work, the employee may not bump.
  - (c) An employee whose job title is listed in Appendix 1 may not bump an employee whose job title is listed in Appendix 2 unless such employee has previously worked in a job title within Appendix 2.

- (3) An employee who is bumped shall be added to the surplus list in seniority order and such employee shall have bump rights as specified in paragraphs (b) (1) and (2) above.
- (4) Employees are laid off when it is determined no bump rights are available.

#### **SECTION 4: RATE OF PAY.**

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

#### **SECTION 5: REHIRING AFTER LAY-OFFS.**

- (a) Regular employees who are on a lay-off status shall first be offered re-employment under the following conditions:
  - (1) Before new employees are hired provided the increase in available work is not in a higher rated job classification.
  - (2) Before the provisions of Article 8, Section 1, paragraph (b) are invoked provided the increase in available work is in the job title performed by the employee at the time of lay-off, or in a lower job classification in the same work group.
- (b) Employees on a layoff status, shall be recalled in the order of their seniority, i.e., the most senior employee shall be the first employee called back, subject to other provisions of this Agreement.
- (c) The Company shall notify laid off employees in writing, addressed to the last known address of the employee, to

report back to work, and shall provide a copy of such notice to the Union so that the Union can verify the order of seniority.

- (d) If, within one week after the giving of such notice, the Union raises no question with respect to the rehiring of any individual such rehiring shall be deemed to be in order and no grievance or complaint may be raised with respect thereto.

## **SECTION 6: EMPLOYEE RESPONSE TO REHIRING NOTICE.**

- (a) Within two (2) working days prior to the date the employee is to return to work, such employee shall notify the Company of his or her intent to return to work.
- (b) Failure to give notice of intention shall be regarded as quit without notice with consequent loss of all recall rights.
- (c) Any such employee, presenting satisfactory reasons within a five (5) calendar day period of the date the employee was to return to work, shall lose his or her priority only to that vacancy for which called, if the failure to report is due to substantiated illness, injuries, or some cause beyond his or her control.
- (d) If the Company is notified within such five (5) day period he or she shall retain position on the seniority list for the next available opening.
- (e) When an employee with seniority presents satisfactory reasons as outlined in paragraph (c) above, this shall not prevent employees next in seniority from being called back.

## **SECTION 7: REHIRE RIGHTS.**

Employees having a seniority status of less than two (2) years shall have rehire rights for six (6) months from the date of lay-off.

Employees having seniority status of two (2) years or more shall have rehire rights for one (1) year from the date of lay-off.

**SECTION 8: REFUSAL OF RECALL.**

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

**SECTION 9: SENIORITY DURING LAY-OFF.**

When employees are laid off in accordance with this Article, they shall accrue seniority as set forth under Article 27 (3)(c).

**SECTION 10: VACATION PAY.**

When employees are laid off in accordance with this Article, they shall be granted the vacation pay as set forth under Article 16.

**ARTICLE 8**

**PROMOTIONS, TRANSFERS, AND DEMOTIONS**

**SECTION 1: PROMOTIONS.**

- (a) Promotions are defined as movement to a job of a higher rate of pay and shall be based on seniority, ability and qualification; ability and qualifications being equal, seniority shall prevail. Employees may request transfers to jobs with preferential duties or hours of an equal or lower rate of pay in accordance with Section 5. Except as provided in Article 7, Section 2, and Section 5, this section shall apply in the filling of all vacant jobs covered by this Agreement which are described as a promotion in this section.

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**SECTION 2: POSTING OF JOB BIDS.**

The Company agrees to send notice of a vacant job to each exchange where a Plant employee is located in the Company. The Company is responsible for ensuring the notice contains an adequate description of the job duties and the qualifications to fill it. The notice shall be posted for a period of seven (7) days. At locations where employees have computer access and where technologically feasible, the Company shall have the right to utilize an electronic method for posting job vacancies. The Company shall provide training to employees before implementing an electronic method at any location. The Company shall give notice to the Union prior to the addition of any location to the electronic posting process. At the conclusion of training and upon implementation of the electronic job posting process, it is agreed that the Company will continue to post all job vacancies on applicable bulletin boards for a period of six months. At the conclusion of the six months, the Company shall terminate the manual job posting process at applicable locations.

**SECTION 3: JOB AWARDS.**

The following will be the procedure for awarding jobs.

- (a) The job will be filled from those applicants possessing all qualifications listed on the job vacancy.
- (b) If more than one applicant possesses all of the qualifications as listed on the job vacancy, the award will be based on seniority provided the current job performance of the senior applicant is satisfactory.
- (c) If no applicant possesses all of the necessary qualifications listed and the Company determines that there is a lack of experienced employees available at the affected location to assist in introducing a bidding employee to the duties of the posted position, the Company shall have the option of selecting the applicant possessing the most requirements listed on the job bid from any available source.

#### **SECTION 4: NOTIFICATION OF BID RESULTS.**

The Company will send the results of the posting to the appropriate Union Representative within twenty-eight (28) calendar days after the date on the posting notice. If an award is made, the notice will give a tentative date the position will become effective. The pay change becomes effective on this date. The successful bidder will receive a moving allowance, if household relocation is necessary, in accordance with the following schedule:

15 - 19 miles	\$ 500
20 - 49 miles	\$ 700
50 - 99 miles	\$1,000
100 - 149 miles	\$1,300
150 - 199 miles	\$1,600
200 and over miles	\$2,000

#### **SECTION 5: TRANSFERS.**

A transfer is defined as movement from one exchange to another or from one job title to another job title on the same or lower wage scale. Employees may initiate a request for transfer. The Company will give consideration to these requests.

#### **SECTION 6: BID AND TRANSFER FREQUENCY.**

Except as provided in Article 7, Section 2 and Section 5, all employees are prohibited from bidding or transferring out of a job they bid or transferred into until one (1) year on the job has elapsed.

#### **SECTION 7: PROMOTION AND PAY TREATMENT FOR PROMOTIONS AND TRANSFERS.**

- (a) Probation. An employee who is awarded a new job will be placed on probation for six (6) months during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the duties of the new job, the employee will be returned to his or her former job, if

available. If such job is no longer available, the Company will attempt to return the employee to another job on the former wage scale for which the employee is qualified. If no jobs are available on the former wage scale, the Company will place the employee in a job at a lower wage level than previously held for which the employee is qualified. If the original award involved relocation, an attempt shall be made to absorb the employee at the new location.

(b) Promotion pay.

1. During the six (6) month probationary period in the new job title, the employee shall receive the appropriate wages in the new job title.
2. Plant employees, in class 1 through 4, being promoted to a higher wage scale shall be moved laterally across and assume the same progression level they held at the time of the promotion which shall not change the date of progression.
3. Employees in all other job titles being promoted to job titles in class 1 through 4 shall be placed on the first progression level which represents an increase over the employees current wage rate, however, the minimum increase shall be no less than fifteen cents (15¢).
4. Transfer Pay. An employee transferred in accordance with the provisions of this Article shall be paid the wage rate for the job title transferred to based upon the employee's progression step at the time of the transfer. An employee in progression will progress in the new job title as he or she would have in his or her former job title.

**SECTION 8: DEMOTIONS.**

Demotions to a lower paid job shall be made only in cases where an employee is not satisfactorily performing his or her present job. The employee will be placed at a rate of pay in the new job based upon the employees progression step at the time of the demotion, except that an employee being demoted during the probationary period of a job award shall be returned to that progression step equivalent to where the employee would have been, had the award not occurred.

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**SECTION 9: APPRENTICESHIP PROGRAM**

- (a) It is the intent of the Company to establish an apprenticeship classification in order to offer advancement opportunities to employees with limited telephony experience and to insure a diversified workforce for the future. This classification will cover job titles listed under Schedule 3 and 4.
- (b) The Company shall have the option of posting an opening as an apprenticeship position when, in the judgment of the Company, the vacancy can be filled by an employee with limited experience. All employees covered under this Labor Agreement shall be eligible to bid on job vacancies posted as Apprenticeships.
- (c) Employees may apply for an apprenticeship position by sending a written application to the Labor Relations Department within fourteen (14) days from the date of the job vacancy notice. This application shall state the employee's overall qualifications and experience for the position for which they are applying.
- (d) Apprenticeship positions shall be awarded on the basis of current job performance, qualifications and seniority. Only those applicants whose current job performance is satisfactory will be eligible for consideration.

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- (e) Employee awarded an apprenticeship position shall be classified as such for a period of two (2) years for Schedule 3 positions, and three (3) years for Schedule 4 positions. During this apprenticeship period, the apprentice employee will be required to attend training classes at the discretion of the Company.
- (f) At the conclusion of the apprenticeship period, the employee shall be considered as fully qualified and shall be awarded the appropriate title associated with the position the employee originally bid.
- (g) An employee awarded an apprenticeship position resulting in a promotion shall be placed on the first progression step of the new job title which represents an increase over the employee's current wage rate. The employee shall be maintained at this progression step for twelve (12) months from the effective date of the award. The employee's progression date shall be changed to reflect the effective date of the award. At the completion of the first year of the program, the employee shall resume progression at six month intervals in the wage classification. Employees with the job title of Network Technician or Complex Technician being awarded an apprenticeship position in Schedule 3, shall retain their current progression level but shall be placed on the appropriate wage classification for the apprenticeship position.
- (h) Bid & Transfer Frequency. Employees who have bid and been awarded an apprenticeship position shall be restricted from bidding or transferring to another position for a period of two (2) years for Schedule 3 positions and three (3) years for Schedule 4 positions.

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- (i) Probationary Period. An employee who is awarded an apprenticeship position will be placed on probation for two (2) years during which period his or her job performance will be evaluated. During this probationary period, if it is determined that the employee is not satisfactorily performing the duties of the new job, Section 6(a) of this Article will become operative.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

- (a) The Union shall designate Union grievance representatives to serve during the life of this Agreement, each of whom shall have been in the continuous service of the Company for a period of at least six (6) months.

The only recognized duty of these representatives, other than their regular duties as employees of the Company, will be to handle disputes, differences or grievances, respecting the interpretation, intent or meaning of this Agreement in accordance with the terms of this Article.

Only those employees designated by the Union not to exceed three for time spent in any step of the grievance procedure prior to arbitration shall be prevented by the Company from suffering any loss in pay. In the event the Local President shall be designated by the Union to participate in the grievance procedure, such officer shall be considered to be one (1) of the three (3) Union designees.

Step 1. All such disputes, differences or grievances shall be prepared in written form as follows: The grievance shall contain a statement of the alleged complaint, will identify the aggrieved employee or group of employees, will list the articles of the contract the grieving party(ies) feel have been violated, will state the remedy expected, and should be co-

signed by a Union Representative. A discussion between the aggrieved employee who may be accompanied by a representative of the Union and the employee's immediate supervisor within ten (10) working days after the date of the occurrence of the alleged violation. A written answer will be provided within five (5) working days after the meeting.

Step 2. If the grievance is not resolved in Step 1 above, the differences shall be submitted in writing to the General Manager or the General Manager's designated representative within forty-five (45) days of the alleged occurrence. The General Manager's designated representative shall not have been involved in Step 1. A meeting will be held within fourteen (14) days after receipt of the request and a written decision given within fourteen (14) days after the meeting.

Step 3. If the grievance is not resolved in Step 2 above, the difference shall be submitted in writing to the Employee Relations Manager, or the Employee Relations Manager's designated representative within twenty-one (21) days after the General Manager's written answer. A meeting will be held within fourteen (14) days after receipt of the request and a written decision given within twenty-one (21) days after the meeting.

- (b) If the grievance process does not satisfactorily settle the grievance, then within five (5) working days after receipt of Step 3 written decision, the written grievance shall be submitted to the arbitration procedure set forth in the following article.
- (c) If any of the steps provided for in this Article shall not be taken by the aggrieved party within the time limits herein provided, or if the Company shall fail to take any action required of it by this Article within the time limits prescribed, the grievance shall then be automatically decided

against the defaulting party. If the above-stated time limits are insufficient, the parties may by mutual agreement, extend said time limits.

## **ARTICLE 10 ARBITRATION**

In the event that a dispute, difference or grievance respecting the interpretation, intent or meaning of this Agreement arises during the life of this Agreement, which cannot be satisfactorily settled through the grievance procedure in Article 9 above, there shall be no lockout, or stoppage of work, but the Company and the Union shall submit the matter for final decision to the Federal Mediation and Conciliation Service as follows:

Within five (5) working days the party requesting arbitration shall give written notice to the other party of intent to arbitrate. The party requesting arbitration shall notify the Federal Mediation and Conciliation Service stating the issue to be arbitrated and shall request the Federal Mediation and Conciliation Service to send a panel of five (5) Arbitrators to the two parties. Each party shall cross off any or all unacceptable names, and number preferentially those remaining, starting with the number one as the most preferential. The lists are to be returned to the Federal Mediation and Conciliation Service within ten (10) working days. The Federal Mediation and Conciliation Service compares the lists to determine which Arbitrator is most acceptable. That Arbitrator is then contacted so that available dates can be obtained. If no Arbitrator is acceptable within one (1) month from the list furnished, the parties shall jointly request a second list of five names and the procedure for selection shall be as follows: the party requesting arbitration shall strike first and third, and the other party shall strike second and fourth. The remaining

name shall be submitted to the Federal Mediation and Conciliation Service as the Arbitrator for the case.

It is understood and agreed between the parties that the Arbitrator as set forth above, shall have no authority to add to, or subtract from, or amend, or modify in any way the term, conditions, or provisions of this Agreement, nor of any of the established routine, rules, or practices of the Company which are not inconsistent with the provisions of the agreement.

The expenses of the arbitrator shall be shared equally between the Company and the Union.

The decision of the arbitrator shall be final and binding upon the parties hereto. However, in any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for any retroactive backpay, benefits, seniority or any other advantage of employment for more than one year (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays at the specific request by the Union in which the Company concurs shall not be included in such additional time.

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## **ARTICLE 11**

### **HOURS OF WORK AND WORKING CONDITIONS**

#### **SECTION 1.**

For the purposes of this Agreement, a work week shall be defined as commencing at 12:01 a.m. Sunday and concluding at 11:59 p.m. the following Saturday. It is understood the starting time of the tour determines the work week in which the time will be reported. For instance, a work tour starting on Saturday and ending on Sunday is reported as though all time was worked on Saturday.

## **SECTION 2.**

The normal work week for regular full time employees shall be forty (40) hours per work week. This shall not be construed to constitute a guarantee. Such work week shall consist of five (5) working shifts of eight (8) scheduled hours per work shift.

## **SECTION 3: REST PERIOD**

All employees shall receive a fifteen (15) minute relief break during each four (4) hours of their regular shift. Employees working more than four (4) hours overtime after the termination of the regular assignment will also receive a fifteen (15) minute relief break. It is understood that such breaks shall be taken in consideration of the demands of the Company's service and shall not involve the unnecessary loss of work time.

## **SECTION 4: CALL IN.**

When an employee is recalled to work after having completed the regular day's work, or on the employee's day off, such employees shall receive pay in accordance with Article 13 of this Agreement; the minimum to be paid for such shall not be less than would be paid for two (2) hours at the rate of one and one-half (1 1/2) times the straight time hourly rate. Computation of overtime for recall purposes shall begin when the employee arrives at work and shall continue until he leaves work, provided, however that if the recall extends into the time when the employee would be normally scheduled to work, the employee shall automatically go on straight time as of the beginning of his regular work schedule.

## **SECTION 5: STANDBY.**

- (a) The Company may assign standby time to employees for which straight-time pay will be made. Standby can be assigned for four time frames for each week. Standby shall be assigned by work location, by work group. Time paid for being on standby required under this section shall not be considered as work time for the computation of overtime.

- (b) 7-DAY STANDBY - Monday 8:00 a.m. through Monday 8:00 a.m. - \$136.00 will be paid for the 7-Day Standby.
- (c) WEEKEND/SPLIT WEEK (63 hours) Standby-Friday 5:00 p.m. through Monday 8:00 a.m., or other 63-hour time periods commencing at 5:00 p.m. - \$68.00 will be paid for the 63 hours standby.
- (d) 24-HOUR COVERAGE - If a single day (24 hours) period is assigned, \$34.00 will be paid for the 24-hour coverage.
- (e) If a shift would include a holiday, an additional \$30.00 will be paid.
- (f) Standby time will be posted with the normal work schedule. Standby shall be on a voluntary basis, provided a sufficient number of employees in the job title within the work group volunteer to be on standby. If there are not enough qualified volunteers to meet the standby requirements in any work group, management shall assign standby on a rotation basis by job title within each work group. Such assignment shall be in inverse seniority order.
- (g) An employee may have another employee cover his/her shift, providing that such employee is in the same rotation schedule, and the employee(s) notify the Supervisor/Alarm/Repair Call Center of the change. When scheduling standby, consideration will be given to other schedules.
- (h) The employee on standby will notify the Supervisor/Alarm/Repair Call Center of his/her location and be available for duty within a reasonable period of time. Pagers or radios may be assigned to standby employees where available, but does not relieve the employee of his/her responsibility to keep the Supervisor/Alarm/RCC Center

updated on their location. Employees on standby may, at the Company's option, be authorized to drive a Company vehicle home for standby use however, it must not be used for personal use at any time.

- (i) The employee called back to duty from standby will make a reasonable attempt to restore service without referring the trouble back to the Supervisor/Alarm/RCC Center for dispatching to another classification. The employee is required to notify the Supervisor/Alarm/RCC Center of the status of the callout and any additional follow-up required before returning to standby.

## **SECTION 6.**

Call-out work shall be offered to employees qualified for the anticipated work and available within a reasonable response time. At the time an employee is contacted for call-out, such employee may request to be excused. Any employee excused or unavailable at the time of the offer waives their turn in the rotation. This request will be granted unless no other suitable employee is available to replace such employee, or an emergency exists which demands the employee's presence.

## **SECTION 7: REPORTING FOR WORK.**

Employees shall be at their designated places ready to work at the regular schedule starting time. Employees shall not quit working until their designated quitting time.

## **SECTION 8: WORK SCHEDULES.**

Work schedules for the work week will be posted by 5:00 p.m. on the previous Wednesday. Such schedule may be changed if such is necessary to meet the requirements of the business. Scheduled overtime shall be offered on a rotation basis, by work group, in continuous seniority order to those employees qualified to repair or service the equipment required as determined by management. Any

employee absent on the day(s) of the overtime offer waives their turn in rotation and it shall not alter the rotation cycle.

## **SECTION 9: HOME GARAGING.**

- (a) There will be established a Home Garaging Program to provide, in those work locations where implemented, that employee(s) who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.
- (b) The Home Garaging Program will be implemented only in those work locations where some or all of the employees normally use a Company provided motor vehicle in order to perform their work. The decision to implement and continue the program for any such employee(s) will be within management's discretion.
- (c) Participation in the Home Garaging Program by any such employee(s) shall be on a voluntary basis. However, employees shall be required to reside within a radius of 25 miles of a physical reference point to be eligible to participate in the "Home Garaging Program" unless agreed to by the Company. An employee's eligibility in the Home Garaging Program shall not be a guarantee that home garaging will be offered to the employee by the Company.
- (d) Changes in the employee option shall be coordinated with the immediate supervisor. Generally, a two week notice will be required when options are changed. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.
- (e) Employees who elect to participate in home garaging will not report to the work center at their scheduled start and stop

time. Employees shall be at their first assignment at the scheduled starting time of the tour and at 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 25 miles from the designated reference point, the Company will allow 30 minutes travel time at the beginning of the tour. If the last assignment is beyond 25 miles from the designated reference point, the Company will allow 30 minutes travel time. If the first and/or last assignment requires the individual to report to a location outside his/her normal work center, the Company will allow actual “portal-to-portal” travel time.

- (f) Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. Liability of secured vehicles will be the Company’s responsibility, i.e., vandalism, theft and act of God. If the vehicle cannot be properly stored at an employee’s residence, the Company may arrange for appropriate storage at its expense. Accidents incurred (personal and vehicle) while enroute to and from work shall be covered by the Company.
- (g) Operating and maintenance costs will be at the Company’s expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained. Routine and repair vehicle maintenance shall be at the discretion of local management.
- (h) Preferred call out will not be contingent upon “Home Garage” employees but by current procedures.
- (i) Starting time for call outs begins when the employee departs their residence on the callout and ends upon completion of

the job and return to their residence. (It is understood travel to and from the work site should be in an expeditious manner by the most direct route.)

- (j) In no case shall employees be permitted to use the Company vehicle for personal use or allow non-company passengers on the vehicle. Additionally, no alcohol, drugs or firearms will be allowed on the Company vehicle.
- (k) The location of the Company vehicle during periods of employee vacation shall be determined by local management.

## **ARTICLE 12 WAGES**

### **SECTION 1: WAGE RATES.**

- (a) The wage rates contained in Appendices 1 shall prevail during the effective term of this Agreement unless changed in accordance with the provisions set forth in this Agreement.
- (b) An employee engaged, or re-engaged, as a regular employee may be employed at, and progress from, such a rate in excess of the established starting rate as may be commensurate with his/her previous training, employment, and experience.
- (c) Any wage increases made in accordance with the steps of the wage schedule provided in Appendices 1 shall be effective on the date the actual increase is due, if the employee is actively at work.
- (d) Wage increases which fall due while the employee is receiving sickness disability benefits for an off-the-job accident shall be delayed until the employee returns to active work.

- (e) Absence due to a Leave of Absence shall not accrue time towards progression increases.
- (f) Employees while on lay-off shall not accrue time towards progression increases.

**SECTION 2: WORK IN A HIGHER CLASSIFICATION.**

Employees assigned to the work of a higher classification, except for purposes of training, shall be paid fifteen cents (15¢) for each hour of work for the duration of the temporary assignment provided the employee performs work in the higher classification for at least two (2) hour or more in a workday.

**SECTION 3: NIGHT DIFFERENTIAL**

Employees scheduled to work between the hours of 7:00 p.m. and 6:00 a.m., shall be paid a rate differential of thirty cents (30¢) per hour for each hour worked during the above-stated scheduled hours.

**SECTION 4: PAID ABSENT TIME**

Paid absent time (except vacations) shall not include differentials.

**SECTION 5: IN-CHARGE.**

The Company shall pay non-supervisory employees an In-Charge differential of 50¢ per hour for hours worked if and when an employee is specifically designated to act as a lead worker or as a substitute for supervisory employees, subject to the following:

- (a) The employee is designated to act in this capacity for a minimum period of four (4) hours.
- (b) Such appointments shall be made only when, in the Company's judgment, supervision of a group of employees or property is required.
- (c) In-Charge differentials are payable in addition to the employee's appropriate wage rate.

- (d) Selection of in-charge personnel shall be on a voluntary rotational basis within the work group.

**SECTION 6: PAY PERIOD.**

All employees under the terms of this Agreement shall be paid bi-weekly. Payment shall be by direct deposit as authorized by the employee effective 01-01-99.

**ARTICLE 13  
OVERTIME**

Overtime at the rate of time and one-half (1 1/2) the employees straight-time hourly rate of pay shall be paid for all hours worked by an employee under the following conditions:

- (a) For all hours worked, including Sunday, in excess of forty (40) hours in any one work week, exclusive of lunch periods.
- (b) For all hours worked in excess of eight (8) hours in any one workday, exclusive of the lunch period.
- (c) For all out-of-schedule hours worked on Sunday. Time used to travel to training schools is not considered as worked time and shall be paid at the P34 rate of pay and such hours shall not count toward the forty (40) hour work week.
- (d) Effective June 1, 2006, when an employee's weekly schedule includes Sunday, it is understood and agreed between the parties that the weekly schedule shall be consecutively scheduled Sunday through Thursday. The first four (4) hours worked on a scheduled Sunday shall be paid at the straight time rate. Overtime at the rate of time and one-half ( 1 ½) the employees straight-time hourly rate of pay shall be paid for all additional hours in excess of four (4) hours worked by an employee on a scheduled Sunday. Time worked on Sunday shall be counted as hours worked for the purpose of computing weekly overtime.

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It is agreed that an employee's regularly scheduled hours will not be reduced to avoid the payment of overtime.

It is understood that overtime payments required under (a) of the R Article shall not be duplicated for the same hours worked.

Hours not worked on a holiday but paid for in accordance with Article 15 hereof shall be counted as hours worked for the purpose of computing weekly overtime.

## **ARTICLE 14**

### **MEALS AND TRAVEL EXPENSE ALLOWANCES**

#### **SECTION 1: MEAL ALLOWANCE.**

- (a) The meal period will be up to one (1) hour in length. The allotted meal period will include any travel time to and from the job for the purpose of eating. This meal period begins and ends at the actual work location.
- (b) When employees are working at a location that requires them to carry a lunch they may choose a one-half (1/2) hour meal period, with their supervisors approval.

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#### **SECTION 2: OVERNIGHT ASSIGNMENT.**

Employees represented by the Union, when assigned to work outside of their normal reporting location and such assignment is expected to continue for more than one (1) day, may be required to stay overnight. The employee will be reimbursed for reasonable expenses in accordance with the Company's Employee Travel and Entertainment Reimbursement Financial Practice. Lodging will be at a Company approved hotel/motel. However, upon approval of the Company, the employee may elect to commute to the job location. The first day travel to the job shall be by Company vehicle, or personal vehicle if authorized, on Company time. Upon completion of the job the employee shall return to his or her permanent location

by Company vehicle, or personal vehicle if authorized, on Company time. When commuting, the employee shall provide his or her own transportation and with the exception of the first day of travel to the job and the last day of travel upon completion of the job, travel shall be on his or her own time. When commuting to overnight assignment is authorized by management, the employee, in lieu of all other expenses, shall receive a partial per diem allowance of \$23.00 per day.

### **SECTION 3: TRAINING SCHOOL ASSIGNMENTS.**

Employees who incur travel and subsistence expenses due to a training assignment shall be reimbursed as follows:

- (a) Reasonable daily expenses shall be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice.
- (b) All other expenses, including lodging, rental cars, and telephone expenses, shall be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice.
- (c) When employees are required to attend training away from their normal reporting location, noon meals will be reimbursed in accordance with the Sprint Employee Travel and Entertainment Reimbursement Financial Practice.

### **SECTION 4: RETURN HOME VISITS.**

During training assignments employees may be allowed to return home based on the training assignments as follows:

- (a) For training programs four (4) weeks in length, the employee is permitted a return home visit on the second weekend, or the spouse may visit the training location.

- (b) For training programs five (5) or more weeks in length the employee is permitted a return home visit every third weekend, or the spouse may visit the training location.
- (c) If the employee prefers to have the spouse visit the training location, travel expense for the spouse is reimbursable only when specifically approved in advance. The cost of public transportation and meals to and from the training location are reimbursable, but additional expenses during the visit such as meals, lodging, etc. are at the expense of the employee.
- (d) All other trips are at the employee's expense.
- (e) It is understood and agreed that when an employee is authorized a return trip, the employee must make travel arrangements that preclude the loss of any training time.

#### **SECTION 5: TRAVEL TO TRAINING SCHOOLS.**

- (a) Normally when transportation is required by an employee to travel to a training school the Company will provide tickets for use on a Commercial Carrier. When possible, travel to and from training schools will be on the normally scheduled work days.
- (b) When an employee requests and is authorized to use his/her personal auto to travel to a training site paid work hours shall be limited to the hours required to reach the site by Commercial Carrier.
- (c) The cost incurred for the use of a Company vehicle shall be reimbursed in accordance with the Company's Employee Travel and Entertainment Reimbursement Financial Practice and will be based on the most direct highway route.
- (d) When an employee requests and is authorized to use his/her personal auto the mileage allowance shall be reimbursed in accordance with the Company's Employee Travel and

Entertainment Reimbursement Financial Practice and will be based on the most direct highway route.

- (e) No employee shall leave a training session prior to its conclusion to begin their return trip home.

**SECTION 6: TRANSPORTATION ALLOWANCE.**

When an employee drives his/her personal vehicle on Company business, including travel to training locations, mileage will be reimbursed in accordance with the Company's Employee Travel and Entertainment Reimbursement Financial Practice. Enroute expenses may not exceed the cost usually incurred if the employee had traveled by the normal means of transportation as designated by the Company. If two (2) or more employees are traveling to the same location at the same time, authorization to drive a private vehicle is limited to one (1) vehicle. Exceptions are allowed if the training program is self-paced, or if the employees are attending different training programs.

**SECTION 7: EXPENSE REPORTS.**

The employee is responsible for reporting expenses and providing receipts in accordance with the Company's Employee Travel and Entertainment Reimbursement Financial Practice.

**ARTICLE 15  
HOLIDAYS**

**SECTION 1.**

The following days shall be understood to be holidays, within the limitations hereinafter defined for all regular employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

## **SECTION 2.**

In all departments, when any of the above holidays fall on a Saturday or a Sunday and national custom causes it to be celebrated on another day, it shall be so observed for both scheduling and pay purposes.

## **SECTION 3: HOLIDAY PAY.**

- (a) An otherwise eligible employee must have completed at least 90 days of continuous service with the Company in order to be eligible to receive pay for an unworked holiday.
- (b) Full-time eligible employees shall receive eight (8) hours of straight-time pay for each non-worked holiday during their term of employment.
- (c) Part-time eligible employees shall receive pro-rated hours on the basis of normal hours worked in the four (4) pay periods immediately preceding the observed holiday.
- (d) An otherwise eligible employee who does not report for work on a holiday when requested to do so automatically forfeits his/her pay for that holiday. The request shall first be offered to employees who are regularly assigned to such work in seniority order. At the time an employee is contacted, for needed holiday help; such employee may request to be excused. This request will be granted unless no other suitable employee is available to fill the service requirement, or an emergency exists which demands the employee's presence.
- (e) Eligible employees who are absent their regular workday immediately prior, or subsequent, to a holiday within the meaning of this Agreement shall not be allowed the holiday credit unless specific approval is granted by the Company.

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- (f) If an authorized holiday falls within an employee's PTO period, the employee shall be allowed an additional days pay, or an additional PTO days at the option of the Company.
  - (g) Employees who are on leaves without Company compensation or layoff do not receive holiday benefits.
  - (h) Employees called upon to work on a holiday shall receive, in addition to their regular holiday compensation, one and one-half (1 1/2) times straight-time pay for each hour worked.

**ARTICLE 16  
PAID TIME OFF**

**SECTION 1: PAID TIME OFF ELIGIBILITY.**

Paid Time Off with pay shall be granted during the calendar year to each employee who has performed work for the Company as follows:

- (a) Ten (10) days PTO to any such employee who will complete one (1) year of service within the calendar year.
- (b) Eighteen (18) days PTO to any such employee who will complete two (2) or more years of service within the calendar year.
- (c) Twenty-three (23) days PTO to any such employee who will complete five (5) years or more of service within the calendar year.
- (d) Twenty-eight (28) days PTO to any such employee who will complete fifteen (15) years (effective 1-1-90) or more of service within the calendar year.
- (e) Thirty-three (33) days PTO to any such employee who will complete twenty-five (25) years or more of service within the calendar year.

- (f) An employee not qualifying for full PTO eligibility because of a leave of absence shall have his/her PTO allowance adjusted in the next calendar year. The PTO allowance shall be pro-rated in proportion to the number of work days missed during the leave period.

**SECTION 2: PAID TIME OFF WHEN LEAVING SERVICE.**

Employees who leave the service of the Company for any cause, after becoming eligible for PTO and before having been granted some for the current year, shall be allowed full PTO pay in addition to wages or other compensation due at the time of leaving the service of the Company. If an employee's termination date is December 26 through December 31, such employee is eligible to receive pay for PTO time which would have otherwise been taken during the succeeding calendar year.

**SECTION 3: PAID TIME OFF PAY.**

Regular employees granted PTO shall be paid at their basic rate of pay plus applicable differentials but such pay shall not be less than forty (40) hours per week for any full time employee. Total hours of PTO pay for regular part time employees shall be the average hours worked by the employee granted PTO during the three pay periods closed and calculated immediately preceding the PTO period. When a holiday occurs during an employee's PTO the employee shall be granted holiday pay or the PTO day moved to either the end of the PTO period or as approved by management an additional PTO day later in the year requested by the employee.

**SECTION 4: CUMULATIVE PAID TIME OFF.**

Employees will be permitted to carry over up to forty (40) hours of PTO time into the first quarter of the following year. By October 1, employees desiring to carry-over PTO must designate their selection of specific dates to be taken in the first quarter of the following year on a seniority basis. During the normal PTO selection process carry-over PTO already selected will have priority in the first quarter. Carry-over PTO reserved to be taken in the first quarter may be

changed with the approval of management. Carry-over PTO not utilized by March 31 will be forfeited.

**SECTION 5: WORKING DURING AND SCHEDULING OF PAID TIME OFF.**

- (a) Where service requirements do not permit, an employee may be required to postpone or even cancel his or her PTO for the current year. In the event that cancellation of PTO is necessary, the employee will be paid the equivalent of his PTO time.
  
- (b) Scheduling of PTO shall be according to seniority using the following system.
  - 1. The first round of PTO selection shall commence on October 1 and be completed by November 1. The employee who elects not to split his/her PTO may schedule all weeks consecutively if service requirements permit. Employees who elect to split their PTO shall be restricted to selection of a maximum of three (3) consecutive weeks in the first selection round.
  
  - 2. The second round of PTO selection shall commence on November 15 and be completed by November 30. Employees shall select from the weeks available, as determined by service requirements, all remaining full weeks of PTO.
  
  - 3. The third and final round of PTO selection shall commence on December 1 and be completed by December 15. Employees may elect to take two (2) weeks, ten (10) days (Paid Time Off days) on a day-at-a-time basis. The actual days to be scheduled on a day-at-a-time basis shall be selected after all employees have had an opportunity to select their full weeks of PTO by seniority during the first and second

round of PTO selection. Five (5) PTO days may be taken in increments of four (4) hours.

- (c) Full week of PTO shall usually start on the first of the calendar week and employees may split PTO into periods of one (1) week.
- (d) When day-at-a-time PTO is not prescheduled the following procedures shall apply:
  - 1. An employee's request must be submitted no later than noon Monday prior to the work schedule being posted. Such employee shall be advised by Management of the approval or disapproval two (2) days prior to the work schedule being posted. The above time restrictions may be waived, service requirements permitting. When such requests are denied it shall not be a matter subject to the grievance procedure.
  - 2. When employees on the same day (12:00 a.m. to 11:59 p.m.) request the same PTO day and service requirements necessitate a limitation, seniority shall prevail. Employees shall not exercise seniority to choose a day selected on a prior request by another employee.
- (e) Employees who have not scheduled any remaining PTO days prior to October 1, shall have their PTO time assigned by Management throughout the remainder of the calendar year as service requirements permit.
- (f) PTO schedules shall be offered by Management no earlier than October 1 each year and must be completed by January 1 of the following year.

**SECTION 6: PAID TIME OFF RESTRICTIONS.**

The number of employees on PTO at any one time shall be decided in each instance by the Company, giving due consideration to requirements of the service.

**SECTION 7: PAID TIME OFF YEAR.**

The PTO year shall be from January 1, to December 31, inclusive.

**ARTICLE 17****FLEXIBLE BENEFITS PLAN**

Effective June 1, 2004, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees subject this agreement in the FlexCare Plan as it is applicable to non-represented employees of the Company. The components of the FlexCare Plan available to employees subject to this agreement include the following benefit options: Medical, Prescription Drug, Dental, Vision Care, Supplemental Long-Term Disability, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance. The Company agrees to provide eligible employees with Basic Long-Term Disability coverage

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

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

As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on May 17, 2004, the Company reserves the right to amend or terminate any one of the various components of the FlexCare Plan at any time, including changing the deductibles, co-payments, and maximum out-of-pocket amounts for certain health care options so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

### **SECTION 1: VOLUNTARY BENEFIT PROGRAM**

- (a) Effective June 1, 2001, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the Voluntary Benefits program as it is applicable to non-represented employees of the Company. The components of the Voluntary Benefits program available to employees may include, but not limited to, Automobile Insurance, Homeowners Insurance, Long Term Care Insurance, Pet Insurance, Universal Life Insurance coverages and Legal Services.
- (b) It is understood that employees will be responsible for the entire cost for each component of the Voluntary Benefits program. At its sole discretion, the Company may permit employees to have the required costs withheld through payroll deduction.
- (c) In addition, at its sole discretion, the Company shall designate the insurance carrier(s) and/or the agent(s) for the various components of the Voluntary Benefits program. The Company may change the insurance carrier(s) and/or the agent(s) at any time provided sufficient notice is given. The Company will provide the insurance carrier(s) and/or the agent(s) with all applicable employee information needed to offer the program. The Company also reserves the right to

modify or terminate any one of the various components of the Voluntary Benefits program at any time so long as the changes are uniformly applied to all eligible employees, both non-represented and bargaining unit employees.

**ARTICLE 18**  
**SICK LEAVE**

**SECTION 1: SHORT TERM DISABILITY BENEFITS**

- (a) Benefits payable under this plan to any employee, including on-the-job-injuries, depends upon the length of service and duration of sickness. Such payments shall terminate when disability ceases and shall in no case extend beyond the periods specified in this section.
  
- (b) In order to be eligible for Short Term Disability (STD) benefits, an employee claiming such benefits must notify their supervisor of the illness and expected absence prior to the beginning of the first scheduled work day. In addition, written medical certification will be required for any STD qualifying absence. The Company may suspend or deny STD benefits if proper certification is not received within fifteen (15) calendar days of the absence. On-the-job accidents or injuries of any nature shall be reported immediately by the employee to their supervisor.
  
- (c) Eligibility for STD benefits begin on the sixth (6) day of illness or injury for participants who miss consecutive workdays for a period of at least their regular workweek. STD benefits for occupational illness/injury begin on the first day of illness/injury. Employees will be required to use paid time off (PTO) benefits for the first five (5) consecutive scheduled workdays of absence for their own medical condition. PTO benefits are comprised of an employee's former five (five) personal holidays and vacation hours. If an employee does not have available PTO benefits for any

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portion of the first five (5) days of illness, those days for which PTO is not available shall be non-paid.

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

If your service is:	Benefit are 100% of Base Salary for:	Benefits are 60% of Base Salary for:
Less than one year	0 weeks	0 weeks
1 year but < 2 years	2 weeks	24 weeks
2 years but < 3 years	4 weeks	22 weeks
3 years but < 4 years	6 weeks	20 weeks
4 years but < 5 years	8 weeks	18 weeks
5 years but < 6 years	10 weeks	16 weeks
6 years but < 7 years	12 weeks	14 weeks
7 years but < 8 years	14 weeks	12 weeks
8 years but < 9 years	16 weeks	10 weeks
9 years but < 10 years	18 weeks	8 weeks
10 years but < 11 years	20 weeks	6 weeks
11 years but < 12 years	22 weeks	4 weeks
12 years but < 13 years	24 weeks	2 weeks
13 years or >	26 weeks	0 weeks

- (e) When an on-the-job injury occurs in the normal course of employment, the Company's obligation to pay benefits as outlined in section (d) will be limited such that the sum of the employee's Plan benefits and Workers' Compensation benefits will not exceed 85% of the employee's base salary, unless otherwise required by state Workers' Compensation laws. If there are insufficient non-occupational benefits available to subsidize the Worker's Compensation insurance benefits, the employee will only receive the Worker's Compensation insurance benefit amounts.

- (f) Length of service shall be determined from the records of the Company.

- (g) Full pay and 60% pay shall be based on the number of hours per week not including overtime, and shall be computed at the employee's rate of pay at the time the disability began.
- (h) Week as referred to in the above benefit schedules means an employee's normal work week.
- (i) Sickness as referred to herein shall include all sickness occurring either while on duty or while off duty, except such sickness resulting from the use of intoxicating liquors or drugs, illegal or immoral conduct, unjustified fighting or willful self-infliction. Sickness shall also include injury while off duty including those incurred while engaging in personal recreation but shall not include injuries resulting from the use of intoxicating liquors or drugs, illegal or immoral conduct, unjustified fighting, willful self-infliction, or occurrences while on leave of absence, nor while engaged in other gainful employment or in any military service.
- (j) Successive periods of sickness disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits. In the event an employee returns to work after a period of non-occupational disability and is again absent on account of sickness within 30 days of said return, any benefits on account of such further sickness shall begin on the first day of absence.
- (k) Any sickness or disability occurring after an employee has been engaged in the performance of duty for 181 calendar days shall be considered as a new sickness or disability. In interpreting this provision, PTO time, or funeral leave as set forth in Article VII, Section 5(a), will not be considered as a break in performance of duty. Any other absences without pay must be made up with an equal period of work. (Effective June 1, 2004, all employees currently not on STD shall be considered to have been engaged in the performance of duty for 181 calendar days for benefit eligibility purposes).

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Any on-the-job accident benefits as indicated in paragraph (d) of this section occurring after an employee has returned to active employment shall be considered as a new accident, unless Worker's Compensation Commission rules that it is a continuation of a previous accident.

- (l) Should an employee receive all the benefits to which they are entitled and are still unable to return to their duties, the employee may be placed in a terminated status. An employee desiring a leave of absence, shall submit their request in writing no later than thirty (30) days prior to exhaustion of active employee benefits. Leave of absence shall not constitute a break in continuity of service. A leave of absence for purpose of these regulations shall mean leave formally granted by the Company and such leave must be obtained before the time of absence begins.
- (m) A period of lay-off shall not be considered as temporary unless the employee is re-employed within six (6) months from date of lay-off. If the employee is not thus re-employed, continuity of their service is thereby broken. No benefits under these regulations shall be payable during a period of lay-off.
- (n) Temporary, part-time and occasional employees as designated by the Company are not eligible to receive benefits under this plan.
- (o) Employees not on duty due to lay-off, resignation, discharge, or leave of absence are not eligible for any benefits under this plan; nor shall any employee be entitled to receive sickness benefits for any time for which any wages are paid them by the Company.
- (p) The Company reserves the right to require a physician's statement of the nature and identity of the illness, the need

for the employee's absence and estimated duration of absence. Any additional cost involved in obtaining more than one (1) such statement will be paid for by the Company. The Company at its own expense may require an independent medical examination (IME) and certification by a second physician at any time during an illness/injury period. If the IME physician determination does not support the need for time away from work, benefits under this section may be ceased.

- (q) Bona fide evidence of disability must be furnished by the employee when requested to do so by the Company.

### **ARTICLE 19 BRIDGING OF SERVICE**

A former regular full-time or regular part-time employee of the Company re-employed following a break in service who completes one (1) year of uninterrupted service before reaching age of 70 shall receive his/her previous service for sickness and vacations. Bridging of service for benefits under the United System Employee Retirement Plan shall be as provided by the terms of the Plan.

### **ARTICLE 20 JURY DUTY**

An employee with six (6) months of continuous service required to serve on jury duty on a regularly scheduled workday, shall be paid by the Company at straight-time rate of pay (not to exceed 8 hours per day) for such regular time as the employee is required to be absent from duty. The employee shall not be required to surrender to the Company the jury duty stipend received from the governmental agency for services rendered.

When an employee is excused from jury duty during a regularly scheduled workday at a time which would permit him/her to work, he or she shall either report directly for work or contact his or her immediate supervisor for direction.

**ARTICLE 21**  
**FUNERAL LEAVE**

**SECTION 1: DEATH.**

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

In the event of a death of an aunt, uncle, niece, nephew, grandparent, grandchild or in-law (including son, daughter, and grandparents) and persons living in the same household of an employee, absence with pay for scheduled time will be granted for the day of the death to, and including the day after the funeral not to exceed three (3) days.

Nothing contained in this Article shall be construed to authorize such funeral leave payment while an employee is on vacation, leave of absence, or otherwise not working prior to the death in the family, or for any holiday which falls within the period the employee is absent on funeral leave.

**ARTICLE 22**  
**MILITARY DUTY**

Employees in the Army, Air Force, Navy, Marine Corps, or Coast Guard Reserves, National Guard, and Air National Guard will be excused and will receive the difference in pay for scheduled time lost (but not to exceed ten (10) working days in any one calendar year) at the basic rate; this will be accomplished by the employee receiving regular salary and endorsing to the Company any amounts received for such duty or attendance.

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**ARTICLE 23**  
**LEAVES OF ABSENCE**

Insofar as the requirements of the service will permit, leaves of absence without pay for good causes and of reasonable length shall be granted to regular employees upon request. Such requests must be in writing to the Company and express the intention of the employee to return to work at the expiration of the leave. If granted, the usual maximum duration of leaves shall be for six (6) months. Upon written request, the Company may grant extensions to such leaves of absence. Normally, the maximum length of the leave including extensions shall not exceed twelve (12) months. At the conclusion of the leave, the employee will be returned to the same classification he/she left if an opening exists, and the employee is still capable of performing the job. If no opening exists, the employee will be placed on a recall list for a period of six (6) months from the date he/she is ready to return to work.

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

Leaves of absence for other than personal reasons under this article shall be in one of the following categories:

1. Employee Illness & Injury Leave
2. Family and Medical Leave (FMLA) including;
  - (a) Employee Illness & Injury Leave when FMLA qualified.
  - (b) Leave to care for a newborn or newly adopted or newly placed foster child.

- (c) Leave to care for an employee's spouse, child or parent with a serious health condition.

**SECTION 1: EMPLOYEE ILLNESS & INJURY LEAVE.**

(a) Leave of absence due to employee illness or injury. Regular employees whose illness or injury requires that they be absent from work are entitled to a six (6) month leave of absence. A leave for medical reasons may be extended to a total leave time not to exceed twelve (12) full months. A medical certification shall be required to obtain or extend a medical leave of absence. An employee returning from a leave of absence for the employee's illness or injury shall be required to furnish a fitness for duty statement prior to assuming his/her job duties.

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

**SECTION 2: FAMILY AND MEDICAL LEAVE (FMLA).**

(a) FMLA Compliance. It is the Company's and Union's intention that the leave policy set forth in this Article comply in all respects with the Family and Medical Leave Act.

- (b) Leave of absence to care for a newborn/newly placed adopted or foster child. A regular employee shall be entitled to a leave of absence up to twelve (12) work weeks to care for a newborn child or to care for an adopted or foster child who has been placed with the employee. A leave for this purpose must be taken during the twelve (12) month period beginning on the date of the birth or placement and may not be taken on an intermittent or reduced schedule basis.
- (c) Leave of absence to care for a spouse, parent or child with a serious health condition. Regular employees will be entitled to a leave of absence of up to twelve (12) work weeks to care for their spouse, child or parent when that individual has a serious health condition. A medical certification shall be required to obtain a leave of absence for this purpose.
- (d) Leave of absence because of an employee's own serious health condition which renders the employee unable to perform the functions of his/her position. Leaves of absence to care for a newborn or newly adopted/placed child and leaves of absence to care for a spouse, child or parent with a serious health condition, or leaves of absence for an employee's own serious health condition shall not exceed a total of twelve (12) work weeks in any rolling twelve (12) month calendar period either individually or aggregated with other leaves of absence granted pursuant to this section.
- (e) Notice required. If the need for a family or medical leave is foreseeable, the employee must give thirty (30) days' notice to the Company. If such need is not foreseeable, the employee must give as much notice as possible.
- (f) During approved unpaid family/medical leave, Sprint will maintain employees' health benefits as if they were actively

employed (employee rate vs. full cost). Employees may retain all other benefits by paying the full cost.

- (g) Paid Time Off will be earned in accordance with the respective contract guidelines.
- (h) If FMLA leaves are unpaid, employees must pay their portions of the health plan premium bi-weekly in conjunction with their regularly scheduled paydays. Information and instructions regarding continuation of health plan benefits and other payroll deduction will be communicated to employees via a Leave of Absence Payment Guide prepared by the Human Resources Department and issued to employees when FMLA leaves are granted.
- (i) In cases of foreseeable leaves, employees may request to have required premiums deducted from payroll checks prior to the actual leave. This will allow employees to continue paying their premiums tax-free.
- (j) Health coverage will cease if payment is more than thirty (30) days late.
- (k) Employees who elect not to return to work at the end of approved FMLA leaves of absence will be required to reimburse the Company for the cost of health insurance premiums paid at the employee rate. This requirement is waived if the reason for not returning is due to the employee's own serious health condition.
- (l) FMLA leaves of absence may be taken intermittently or on a reduced leave schedule if medically necessary. The required medical Certification of Physician or Practitioner, Form U-7133, must indicate the medical necessity of intermittent or reduced work schedules and a schedule of visits or treatments.

- (m) Employees who are on an intermittent or reduced schedule may be temporarily transferred to an alternative position which better accommodates the recurring leave and which has equivalent pay and benefits.
- (n) Employees returning to work from FMLA leaves of absence because of their own serious health conditions will be required to provide medical certification stating that they are able to resume work.
- (o) Employees failing to provide the appropriate return to work certification will not be permitted to resume work until such form is provided.

### **SECTION 3: FAILURE TO REPORT FROM LEAVE.**

Failure to report to work within three (3) days after the expiration of any leave of absence will be considered as quit without notice, unless the employee has contacted the Company and granted an extension of the leave.

### **SECTION 4: RETENTION OF SENIORITY AND SERVICE ON LEAVE.**

Employees on approved Family and Medical leaves will accrue seniority and service for the first twelve (12) work weeks of such leave. Employees on leaves of absence for other reasons will accrue seniority and service for only the first thirty (30) days of such leaves.

### **SECTION 5: REFUSAL OF LEAVE.**

If the Company shall refuse an employee a leave of absence, the employee may then make use of the grievance procedure set forth in this Agreement.

**ARTICLE 24**  
**UNION LEAVE OF ABSENCE**

**SECTION 1.**

An elected delegate to a Union Convention or Conference shall upon written certification by the Union be granted a leave of absence provided such does not interfere with the efficient operation of the business.

**SECTION 2.**

Upon receipt of sufficient notice from the Union, Union officers and authorized committeemen shall be excused from work to attend to legitimate business of the Union, provided such does not interfere with the efficient operation of the business.

**SECTION 3.**

All such leaves shall be without pay.

**ARTICLE 25**  
**SEVERANCE PAY**

Any employee whose employment relationship is terminated with the Company by reason of reduction in the size of the working force and who is not eligible for the Employee Income Protection Plan will be eligible for severance pay, if any, in accordance with the provisions of the schedule set forth below. It is clearly understood and agreed that an employee whose employment relationship terminates for any reason other than a reduction in the size of the working force shall have no claim whatsoever to severance pay.

Eligible employees are entitled to Severance Pay as follows: One (1) weeks basic pay (exclusive of overtime or differential) for each completed year of system service from one (1) to ten (10) years, inclusive; plus two (2) weeks basic pay for each completed year of system service for eleven (11) years and over, but in no case shall a termination allowance amount to more than twenty-six (26) weeks of basic pay. Employees who are eligible for immediate pension

benefits and who cannot accept a transfer shall be entitled to receive such pension or a termination allowance.

Each week's severance pay allowance shall be figured as follows:

Forty (40) hours at the employee's straight-time hourly rate of pay less all appropriate and required deductions, such as Federal Income Tax Withholding, Social Security contributions, etc. The allowance will be paid at the time of the regular pay periods until it has been exhausted.

At the time an employee begins receiving a severance pay allowance, he or she will automatically cease to be eligible for and will no longer accumulate the credit toward any other benefits provided by this Labor Agreement or otherwise granted by the Company. In the event that an employee returns to work in accordance with the provisions of Article 7, Layoff and Rehiring, prior to exhausting the Severance Pay Allowance, such employee will stop receiving the allowance on the day the employee officially returns to work. An employee who has been paid a Severance Pay Allowance in accordance with the above schedule, who has been recalled and again laid off, shall receive payments computed on the basis of the employee's total credited service less any payments previously received.

## **ARTICLE 26 SENIORITY**

1. The seniority of an employee will be determined by his or her continuous service in the employment of the United Telephone Company of the West. Newly hired employees shall be given a definite classification, but shall not acquire any seniority status until they have been employed continuously for a period of six (6) months, after which time seniority shall date from the date of last employment.

2. All seniority provided for or recognized herein shall be subject to all preferential and other rights which have been or may be established or provided by law for employees of the Company who have been inducted from the Company into the Armed Forces of the United States.
3. The Company shall have prepared seniority lists of regular employees covered by this Agreement, which lists shall be bulletined every six (6) months in places accessible to the employees. These lists shall also contain the dates of first employment with deductions due to layoffs and leaves of absence.

Seniority shall terminate for any of the following reasons:

- (a) Voluntary quitting;
  - (b) Discharge;
  - (c) Continuous lay-off for six (6) months or more;
  - (d) Failure to report for work after recall within fifteen (15) days after the Company has issued notice by Registered Mail sent to the last address which the employee has furnished the Company.
4. Seniority shall apply in lay-offs, recalls from lay-offs, and promotions within the bargaining unit, provided the employee has the qualifications, skills, and ability to perform the work in accordance with the Company's requirements.

## **ARTICLE 27**

### **SAFETY AND HEALTH**

The Company and the Union shall cooperate in continuing the objective to eliminate accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees during working hours. Employees are equally responsible for their safety and the safety of other employees. All unsafe conditions shall be reported to the Company in writing by

furnishing copies to the employees' supervisor, Area Safety Coordinator, and the Safety Committee. The Company shall decide what action is required to correct the unsafe condition. Safety Committee(s) shall be established and will function according to the Company's practice regarding Safety Committees. The committee shall include two (2) bargaining unit employees.

If such meetings are scheduled during their regular working hours, Safety Committee members shall not be deprived of regular earnings for time spent in such safety meetings.

## **ARTICLE 28**

### **TOOLS**

1. The Company will furnish, without cost to employees, tools necessary for the performance of their duties.
2. Employees who are furnished tools by the Company will be held responsible for the proper use and care of such tools, and will be held to accounting of all tools at the time of replacement of, or upon termination of service with the Company.
3. Tools furnished by the Company, which become broken or worn out through normal wear, will be replaced by the Company without cost to all employees.
4. Tools furnished by the Company which are lost or stolen will be replaced by the Company without cost to the employees, provided such loss was not due to employee negligence.
5. The Company reserves the right to inspect all tools, and to prohibit the use of any tool which is found to be unsafe or unfit.
6. Employees will continue to use their present tools until such tools are, or become worn out, lost or otherwise not useable,

at which time the Company will furnish tools that need be replaced.

7. The Company will specify the quantity, kind, type and make of tools furnished to each employee.

## **ARTICLE 29**

### **RESIDENCE REQUIREMENTS**

1. It is agreed that to insure availability of personnel and continuity of service during non-scheduled hours, to enable employees to arrive at scheduled hours of regular duty on time without undue fatigue even under adverse road conditions, and to encourage employee participation in the business and social life of the community served, the following provisions will apply.
2. All bid openings will show that the successful bidder will be required to reside within 25 miles of the reporting station.
3. Any individual in present jobs not conforming to the above provisions will be allowed to maintain their present residence. However, if they bid on another job, they will be required to satisfy the above provision.

## **ARTICLE 30**

### **EMPLOYEE BENEFITS**

#### **SECTION 1: UNIFORMS.**

- (a) The Company will purchase uniforms for each regular full-time employee, classified as Lineworker, Communication Technician, Network Technician, Business Service Technician, when such employee has accumulated six (6) months of service.
- (b) Color and style of clothing will be standard. The Company logo will appear on shirts, tops, and jackets. The Company

will replace various items of uniform clothing for the above listed positions on a yearly basis, approximately one (1) year after the initial issue has been made.

- (c) Ownership of an employees Company clothing will remain with the Company which may, at anytime, require the return of the clothing which is unrepresentable in its view.
- (d) Regular and all appropriate maintenance of an employees Company clothing is the responsibility of the employee.
- (e) Employees are expected to report to work in Company clothing which has been properly maintained and is presentable in the Company's judgment. An employee may be required to change clothing which is unrepresentable in the Company's view. Employee's time required to change clothing that is unrepresentable shall not be considered as paid work time.
- (f) The use of Company clothing outside of working hours is not intended. The clear intent of the Company is to provide uniforms for its employees to improve the public image of the Company.
- (g) New employees with six (6) months of service shall receive the following garments:

- 6 shirts
- 6 trousers
- 1 cap - Winter
- 1 cap - Summer
- 1 outer garment w/liner
- 3 ties (if required)

The allotment of garments listed for a new employee or one initially entering the program, shall be substituted for the

annual credit provided per the contract during that calendar year.

- (h) For each employee participating in the uniform program, the Company shall provide credit, not to exceed \$210.00 6/01/04, \$210.00 6/01/05, \$220.00 6/01/06 for the purchase of approved garments through the Company authorized vendor. The employee must utilize this credit in full, sixty (60) days from the annual anniversary date of the Labor Agreement. R
- (i) Additional garments in the Company color only, may be purchased by the employee if they desire to pay the full Company cost. R
- (j) Employee participation shall be mandatory for employees entering the bargaining unit after 6/1/01 and for all employees in the bargaining unit effective 1/1/04.
- (k) The Company shall have the unilateral right to amend or cease the uniform program at any time.

**SECTION 2: ADOPTION ASSISTANCE.**

- (a) All regular full-time employees, regardless of marital status, are eligible to participate in the plan on the first day of the month following their date of employment.
- (b) An employee must be actively employed by the Company when the adopted child becomes the employee's dependent and is placed in the employee's home.
- (c) The date of the incurred expense will determine its eligibility for reimbursement.
- (d) To qualify for reimbursement, adoption expenses, as defined in paragraph g, must be incurred after the employee's eligibility date for participation in the plan (paragraph a).

- (e) Adoptions in which one adopting parent or legal guardian of the child are not covered by this plan.
- (f) The Adoption Assistance Plan will reimburse eligible employees for 100% of covered expenses up to a maximum of \$1,000 per adoption for legal adoptions occurring on or after June 1, 1995.
- (g) Covered charges are those reasonable and customary charges relating to the adoption process through a public licensed agency or for private adoptions, where legally permitted. Reimbursement will be made only for the following charges not covered under any other plan (i.e., medical insurance, another adoption assistance plan):
  - 1. Adoption agency fees
  - 2. Placement fees
  - 3. Attorney's fees and other required legal fees, including court costs.
  - 4. Maternity fees (child's natural mother)
  - 5. Temporary foster care charges (immediately preceding placement of the child with adopting family).
- (h) Reimbursements received under this plan are subject to withholding tax and must be reported as income for Federal and State income tax returns. Withholding tax will be withheld on the benefit payment at the time the payment is made to the employee.
- (i) Employees must submit an Adoption Assistance Plan Application form, along with any itemized bills to the Human Resources department, within ninety (90) days of the adoption date to be eligible for reimbursement.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signatures of their authorized representatives this 1st day of June, 2004.

UNITED TELEPHONE COMPANY OF THE WEST  
Scottsbluff, Nebraska

By \_\_\_\_\_  
Dan D. Gronniger  
Employee  
Relations Manager

By \_\_\_\_\_  
Cindy Dove  
Sr. Labor/  
Employee  
Relations  
Specialist

By \_\_\_\_\_  
Stan Waterman  
Supervisor OSP -  
CSO

LOCAL UNION NO. 843 of the INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO

By \_\_\_\_\_  
Chuck Gering  
President

By \_\_\_\_\_  
Don Severson  
Treasurer

By \_\_\_\_\_  
Sid Rice

By \_\_\_\_\_  
Ronald Gompert

**APPENDIX 1  
PLANT DEPARTMENT  
HOURLY RATES**

		Effective 6/01/2004	Effective 12/01/2004	Effective 6/1/2005	Effective 12/01/2005	Effective 6/1/2006	Effective 12/1/2006
<b>Schedule 2</b>	Start	\$10.33	\$10.33	\$10.33	\$10.33	\$10.33	\$10.33
<b>Lineworker</b>	Step 2	11.12	11.12	11.12	11.12	11.12	11.12
	Step 3	11.97	11.97	11.97	11.97	11.97	11.97
	Step 4	12.88	12.88	12.88	12.88	12.88	12.88
	Step 5	13.86	13.86	13.86	13.86	13.86	13.86
	Step 6	14.92	14.92	14.92	14.92	14.92	14.92
	Step 7	16.06	16.06	16.06	16.06	16.06	16.06
	Step 8	17.28	17.28	17.28	17.28	17.28	17.28
	Step 9	18.6	18.6	18.6	18.6	18.6	18.6
	Top	20.01	20.01	20.01	20.01	20.01	20.01

		Effective 6/01/2004	Effective 12/01/2004	Effective 6/1/2005	Effective 12/01/2005	Effective 6/1/2006	Effective 12/1/2006
<b>Schedule 3</b>	Start	\$10.69	\$10.72	\$10.75	\$10.78	\$10.81	\$10.84
<b>Business Service Technician (ML097)</b>	Step 2	11.52	11.57	11.62	11.66	11.71	11.76
<b>Communication Technician (CR131)</b>	Step 3	12.41	12.49	12.56	12.62	12.69	12.76
	Step 4	13.37	13.48	13.57	13.65	13.75	13.84
	Step 5	14.41	14.55	14.66	14.77	14.9	15.01
	Step 6	15.53	15.7	15.84	15.98	16.14	16.28
	Step 7	16.74	16.94	17.12	17.29	17.49	17.66
	Step 8	18.04	18.28	18.5	18.71	18.95	19.16
	Step 9	19.44	19.73	19.99	20.24	20.53	20.79
	Top	20.96	21.27	21.59	21.91	22.24	22.57

		Effective 6/01/2004	Effective 12/01/2004	Effective 6/1/2005	Effective 12/01/2005	Effective 6/1/2006	Effective 12/1/2006
<b>Schedule 4</b>	Start	11.06	11.09	11.12	11.15	11.18	11.21
<b>Network Technician (CR133)</b>	Step 2	11.94	11.98	12.02	12.07	12.11	12.16
	Step 3	12.89	12.94	13.00	13.07	13.12	13.19
	Step 4	13.91	13.98	14.06	14.15	14.21	14.31
	Step 5	15.01	15.11	15.20	15.32	15.40	15.52
	Step 6	16.20	16.33	16.44	16.58	16.68	16.83
	Step 7	17.49	17.64	17.78	17.95	18.07	18.25
	Step 8	18.88	19.06	19.23	19.43	19.58	19.79
	Step 9	20.38	20.59	20.79	21.03	21.21	21.46
	Top	21.99	22.26	22.48	22.76	22.99	23.28

## **APPENDIX 1**

### **PLANT DEPARTMENT JOB DESCRIPTIONS**

The following Plant Department job descriptions are furnished only for purposes of general job identification and are merely illustrative of some of the typical work operations presently assigned to the job classifications. These descriptions are not to be used for the limiting or controlling work assignments or the manner in which the operations are performed. Employees assigned to any job classification may be assigned other work operations or duties including those enumerated for other job classifications.

#### **SCHEDULE 2 LINEWORKER:**

Places all types of buried cable pipe pedestals and associated equipment with plow or trencher. Places, removes, and rearranges all aerial facilities; poles, cable, aerial wire, conduit drop, and block wire and associated equipment and performs preventive maintenance as required to satisfactorily maintain outside plant. Prepares the necessary reports and records to record disposition of plant materials in accordance with construction drawings and system practices and procedures. Assists other craftsmen for training purposes or in case of emergency.

**SCHEDULE 3 BUSINESS SERVICE TECHNICIAN:** Installs, rearranges, and removes business customer's equipment including Key Systems, PBX's, voicemail systems, integrated voice response systems, data equipment, LAN/WAN systems, video teleconferencing equipment, document imaging equipment, and other special data equipment and wiring as developed and identified. Performs routine maintenance operations and locates and corrects faults in such equipment and wiring. Prepares records and reports as necessary and handles other generally associated operations.

**SCHEDULE 3 COMMUNICATION TECHNICIAN:** Splices and repairs various types of aerial, buried and underground communications cable. Installs, rearranges and removes various types of station equipment to include multi-line apparatus (key PABX) and associated wiring; locates and corrects faults in cable conductors and cable sheath, including preventive maintenance of cable plant pressurization systems including central office-installed compressors. Installs and maintains cable terminals, load coils, repeaters, pair gain device (subscriber carrier and repeaters); performs some cable acceptance testing and performs subscriber T carrier installation and testing (subscriber end). Installs, rearranges and removes central office cross connect wiring in conjunction with the above facilities. Performs functions associated with exchange and interexchange outside plant cables where required to initiate or maintain service. Prepares and maintains records and reports as required and performs other generally related functions. Assists other craftsmen for training purposes or in case of emergency.

**CLASS 4 NETWORK TECHNICIAN:**

Perform routine maintenance operations on central office, power equipment, repeaters, carriers, PBX's, PABXs, toll terminals, and associated equipment and wiring, miscellaneous special equipment and associated wiring; place, remove, and rearrange cross connections on distributing frames in central office; perform maintenance routines on distributing frames; place and remove test leads; identify cable pairs; install, rearrange and remove PBX, PABX, miscellaneous special equipment, subscriber station, central office, and toll equipment; locate and correct faults in such equipment and wiring; install and maintain central office power plants; install, test, and maintain equipment associated with mobile, teletype, microwave and radio communication (The Network Technician must successfully obtain an FCC License when required to perform the aforementioned work functions.); prepare records and reports as necessary, and handle other generally associated operations. Assists other craftsmen for training purposes or in case of emergency.

**UNITED TELEPHONE COMPANY OF THE WEST  
APPENDIX 2**

**PENSION AGREEMENT**

**between the United Telephone Company of the West  
and Local Union No. 843 of the International Brotherhood  
of Electrical Workers AFL-CIO**

**Section 1. Sprint Retirement Pension Plan.**

The Company agrees to provide to Covered Members, through the Sprint Retirement Pension Plan (The "Retirement Pension Plan"), the benefits hereinafter specified in this Agreement effective June 1, 2004. All terms defined in the Sprint Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of United Telephone Company of the West represented by Local Union No. 843 of the International Brotherhood of Electrical Workers AFL-CIO who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

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

Anything contained in the Retirement Pension Plan to the contrary notwithstanding, the tables of monthly benefit per year of service hereinafter described shall apply to a Covered Member until revised

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by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and Bargaining Unit terminates. Upon the termination of this Pension Agreement, if as of such date a subsequent Pension Agreement between United Telephone Company of the West and Local Union No. 843 of the International Brotherhood of Electrical Workers is not in force, the retirement allowance of any Covered Member shall be determined as of such date and shall not increase for any reason until the effective date of a subsequent Pension Agreement. No credited service shall be earned following such date. Continuous service shall continue to be earned in accordance with Section 1.13(b), Continuous Service, of the Retirement Pension Plan. A Covered Member may retire as provided in the Retirement Pension Plan following such termination date and receive the retirement allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

### **Section 2. Eligibility for Benefits.**

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

### **Section 3. Amount of Allowances.**

- (a) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who retires under normal or early retirement under Article 3, Retirement Allowance of the Retirement Pension Plan shall be based on the Covered Member's age in years and completed whole months, job classification and credited service at termination of employment; and date of termination of employment, or normal retirement date if earlier, determined from the

attached tables, by multiplying the appropriate monthly benefit per year of service by the number of years of credited service, subject to the provisions contained in Article 4, Provisions Relating to Pension Agreements, of the Retirement Pension Plan.

- (b) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under a Special Early Retirement Allowance as defined in Section 1.56 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment, reduced by  $\frac{5}{24}$  of 1% for each month by which the Covered Member's actual retirement date precedes his normal retirement date.
- (c) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is entitled to a deferred vested early retirement allowance as defined in Section 1.16 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.
- (d) The amount of the retirement allowance payable in the form of the form of a life annuity to a Covered Member who is retired under Disability Retirement under Section 3.3 of the Retirement Pension Plan shall be equal to the benefit determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time the Covered Member's termination of employment.

- (e) Upon the death of a Covered Member described in Article 8, Spousal Allowance, of the Retirement Pension Plan prior to his normal retirement date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of his surviving spouse, provided that he and said spouse have been married throughout the one (1) year period ending on the date of his death. The amount of the spouse's allowance payable to an eligible spouse shall be the benefit described in paragraph in (a) above which would have been payable to such spouse had the Covered Member retired early in accordance with Section 1.20, Early Retirement Allowance of the Retirement Pension Plan and benefits had commenced on the first day of the month preceding his date of death. If the Covered Member had not attained age 55, the benefit described in paragraph (a) above shall be that which applies at age 55.

UT of the West - IBEW 843  
PENSION PLAN  
FLAT DOLLAR BENEFIT UNITS  
MONTHLY BENEFIT PER YEAR OF SERVICE AT AGE

JOB CLASSIFICATION	WAGE SCHED	AGES										
		65-70	64	63	62	61	60	59	58	57	56	55
June 1,2004 to May 31, 2005												
2. Schedule 2	208	43.90	41.70	39.50	37.30	35.10	32.90	30.70	28.50	26.30	24.10	22.00
3. Schedule 3	308	45.30	43.00	40.80	38.50	36.20	34.00	31.70	29.40	27.20	24.90	22.70
4. Schedule 4	608	47.7	45.30	42.90	40.50	38.20	35.80	33.40	31.00	28.60	26.20	23.90
June 1, 2005 to May 31, 2006												
2. Schedule 2	208	45.20	42.90	40.70	38.40	36.20	33.90	31.60	29.40	27.10	24.90	22.60
3. Schedule 3	308	46.60	44.30	41.90	39.60	37.30	35.00	32.60	30.30	28.00	25.60	23.30
5. Schedule 4	608	48.90	46.50	44.00	41.60	39.10	36.70	34.20	31.80	29.30	26.90	24.50
June 1, 2006 to May 26, 2007												
2. Schedule 2	208	46.50	44.20	41.90	39.50	37.20	34.90	32.60	30.20	27.90	25.60	23.30
3. Schedule 3	308	47.90	45.50	43.10	40.70	38.30	35.90	33.50	31.10	28.70	26.30	24.00
5. Schedule 4	608	50.10	47.60	45.10	42.60	40.10	37.60	35.10	32.60	30.10	27.60	25.10

**UNITED TELEPHONE COMPANY OF THE WEST**  
**APPENDIX 3**  
**RETIREMENT SAVINGS PLAN AGREEMENT**  
**Between the United Telephone Company of the West and**  
**Local Union No. 843 of the International Brotherhood**  
**of Electrical Workers AFL-CIO**

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

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**Section 1. Sprint Retirement Savings Plan for Bargaining Unit Employees.**

- (a) The Company agrees to provide a means for employees to save for their retirement on a tax-preferred basis through the Sprint Retirement Savings Plan for Bargaining Unit Employees (“the Retirement Savings Plan”). Employee and Company Contributions to said Retirement Savings Plan are specified in this Agreement. All terms defined in the Retirement Savings Plan shall have the meaning specified therein unless the context of this Retirement Savings Plan Agreement clearly indicates otherwise. Participation shall be in accordance with Article 2, Participation of the Retirement Savings Plan.

**Section 2. Employee Contributions.**

**(a) Basic Contributions**

1. Each Participant shall be allowed to have his wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in Section 9. Such bi-weekly wage reductions shall be in multiples of two dollars (\$2) and shall be contributed to the Participant’s account. Such bi-weekly wage reduction shall be known as “Basic Contributions.”

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

**(b) Supplemental Contributions.**

Each Participant who has had his wage reduced by the appropriate maximum amount in Section 2 shall be allowed to have his wage reduced in multiples of two dollars (\$2), which amount shall not exceed the amount specified in Section 9. Such amount shall be known as “Supplemental Contributions.”

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(c) **Catch-up Contributions**

Effective June 1, 2004, each eligible Participant shall be permitted to make Catch-Up Contributions as defined in the plan document. Upon attainment of age 50, a participant may contribute an additional amount per year to the extent provided by Section 414(v) of the Internal Revenue Code and under procedures established by the Sprint Savings Plan Committee.

**Section 3. Company Contributions.**

- (a) The Company may contribute the Company matching contribution equal to the same percentage of the Participant's Basic Contribution as applies to non-represented employees.
- (b) The Company may provide an increased Company contribution based on the same performance measurement standard that applies in the Retirement Savings Plan for non-represented employees.

**Section 4: Investment Options.**

- (a) As provided for the Retirement Savings Plan, a certain number of investment options (funds) will be available for Participants to invest their own Contributions. The percentage of contributions allocated to any investment option shall be in whole percent increments with a minimum of five percent (5%) to an investment option.

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(b) The Company matching contribution for each Participant shall be invested as specified in the plan document for the Retirement Savings Plan.

(c) The Company shall designate the investment vehicle for each investment fund and can change any investment vehicle at any time provided that benefits are not diminished or eliminated.

### **Section 5. Automated Services.**

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

These services include but are not necessarily limited to:

- \*Enrollments by phone or online
- \*Contribution deferral changes by phone or online
- \*Transfers between funds (exchanges) by voice response system or online
- \*Investment allocation (mix) changes by voice response system or online
- \*Pre-approved loans by phone or online
- \*Pre-approved withdrawals and distributions by phone or online
- \*Hardship withdrawals by phone or online

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

**Section 6. Administration of the Retirement Savings Plan.**

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

**Section 7: Diversification.**

Effective June 1, 2004, the Retirement Savings Plan will provide diversification options for the Company contribution on the same basis that applies to non-represented employees.

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**Section 9. Bi-Weekly Contributions from June 1, 2004 to May 31, 2005**

<u>Classification</u>	<u>Basic Contribution Max Pre Tax Employee Contribution</u>	<u>Company Matching Contribution*</u>	<u>Maximum Pre Tax Supplemental Contribution **</u>
SCHEDULE 4	104	26	208
	102	25	204
SCHEDULE 3	100	25	200
	98	24	196
SCHEDULE 2	96	24	192
	94	23	188
	92	23	184
	90	22	180
	88	22	176
	86	21	172
	84	21	168
	82	20	164
	80	20	160
	78	19	156
	76	19	152
	74	18	148
	72	18	144
	70	17	140
	68	17	136
	66	16	132
	64	16	128
	62	15	124
	60	15	120
	58	14	116
	56	14	112
	54	13	108
	52	13	104
	50	12	100
	48	12	96
	46	11	92
	44	11	88
	42	10	84
	40	10	80

\* Company match may vary according to Section 4.

\*\* These contributions are allowed only if the participant is making the maximum basic contribution for their schedule. The contributions may be made in \$2 increments up to the max indicated.

**Section 9. Bi-Weekly Contributions from June 1, 2005 to May 31, 2006**

<u>Classification</u>	<u>Basic Contribution Max Pre Tax Employee Contribution</u>	<u>Company Matching Contribution*</u>	<u>Maximum Pre Tax Supplemental Contribution **</u>
SCHEDULE 4	108	27	216
	106	26	212
	104	26	208
SCHEDULE 3	102	25	204
SCHEDULE 2	100	25	200
	98	24	196
	96	24	192
	94	23	188
	92	23	184
	90	22	180
	88	22	176
	86	21	172
	84	21	168
	82	20	164
	80	20	160
	78	19	156
	76	19	152
	74	18	148
	72	18	144
	70	17	140
	68	17	136
	66	16	132
	64	16	128
	62	15	124
60	15	120	
58	14	116	
56	14	112	
54	13	108	
52	13	104	
50	12	100	
48	12	96	
46	11	92	
44	11	88	
42	10	84	
40	10	80	

\* Company match may vary according to Section 4.

\*\* These contributions are allowed only if the participant is making the maximum basic contribution for their schedule. The contributions may be made in \$2 increments up to the max indicated.

**Section 9. Bi-Weekly Contributions from June 1, 2006 to May 26, 2007**

<u>Classification</u>	<u>Basic Contribution Max Pre Tax Employee Contribution</u>	<u>Company Matching Contribution*</u>	<u>Maximum Pre Tax Supplemental Contribution **</u>
SCHEDULE 4	110	27	220
	108	27	216
	106	26	212
SCHEDULE 3	104	26	208
SCHEDULE 2	102	25	204
	100	25	200
	98	24	196
	96	24	192
	94	23	188
	92	23	184
	90	22	180
	88	22	176
	86	21	172
	84	21	168
	82	20	164
	80	20	160
	78	19	156
	76	19	152
	74	18	148
	72	18	144
	70	17	140
	68	17	136
	66	16	132
	64	16	128
	62	15	124
	60	15	120
	58	14	116
	56	14	112
	54	13	108
	52	13	104
	50	12	100
	48	12	96
	46	11	92
	44	11	88
	42	10	84
	40	10	80

\* Company match may vary according to Section 4.

\*\* These contributions are allowed only if the participant is making the maximum basic contribution for their schedule. The contributions may be made in \$2 increments up to the max indicated.

## **MEMORANDUM OF AGREEMENT**

As a result of Company actions, the Customer Representative job title and job description is not necessary in this collective bargaining agreement. In the event the Customer Representative job title is reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles formerly listed in the 2001 – 2004 Labor Agreement for the United Telephone Company of the West.

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