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**AGREEMENT**

**EFFECTIVE DATE: AUGUST 8, 2001**

**EXPIRATION: JUNE 30, 2004** (extended  
to 7/1/05)

**between**

**SPRINT - FLORIDA, INC.  
SOUTH AREA**

89 08

**and**

**LOCAL 199**

**of the**

**INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS  
(AFL-CIO-CLC)  
OF FORT MYERS, FLORIDA**

2/11/03

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## RECOGNITION OF UNION

This Agreement is entered into between SPRINT - FLORIDA, INC. - South Area, and assigns or successors, hereinafter called the "Company," and Local Union 199 of the International Brotherhood of Electrical Workers (AFL-CIO-CLC), hereinafter called the "Union."

The Company hereby recognizes the Union as the exclusive collective bargaining representative of all the employees in the classifications listed in Schedules 1-9E attached hereto.

### WITNESSETH

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

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

### ARTICLE 1

#### DEFINITIONS

- 1.01 Accredited Service - The term "accredited service" shall mean the aggregate of the years and months of active employment in service of the Company, its predecessors, or its associated companies that are recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid and any additional excused absence time or leave of absence time that was specifically approved for service credit purposes in accordance with Company policy. This would affect pensions, amount of vacations, and sickness disability benefits.
- 1.02 Base Rate - The term "base rate" is the rate of pay for a given classification as set forth in Schedules 1-9E of this Agreement, exclusive of all differentials, or other extra payments.
- 1.03 Adjusted Base Rate - The term "adjusted base rate" is the base rate plus any applicable differential.
- 1.04 Calendar Week - A consecutive period of seven days, the first of which is Sunday.
- 1.05 Call Out - Notification to report for work immediately, outside of regularly scheduled working hours.

- 1.06 Contracting Work - The assignment of work to non-Company employees.
- 1.07 Department - For the purposes of this Agreement, the Company has the following departments for which employees work: Commercial, General Services, Plant, and Traffic.
- 1.08 Employee - The term "employee" or "employees" as used herein refers to employee or employees directly covered by the Agreement.
- 1.09 Immediate Family - An employee's spouse, child, parent, legal guardian, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents, step-children, grandchildren and grandparents, and the spouse's grandparents. The term "child" may describe a situation whereby an employee has the day to day responsibility for caring for a child even though the employee does not have a biological or legal relationship to that child. Additionally the term child may apply to those above the age of eighteen who are incapable of self-care due to mental or physical disability.
- 1.10 Overtime Rate - 1.5 times the adjusted base rate. The overtime rate does not count toward either the 8 hour or 40 hour overtime rules.
- 1.11 Premium Rate - 1.5 times the adjusted base rate. The premium rate does count toward both the 8 hour and the 40 hour overtime rules.
- 1.12 Probationary Employee - Any employee who has not completed 180 calendar days of service with the Company.
- 1.13 Report Center - The location where employees report to work.
- 1.14 Scheduled Tours - Any tours that are officially posted on the weekly work schedule.
- 1.15 Session - One of the two parts into which a tour may be divided. A session shall not be less than three hours.
- 1.16 Split Tour - Any tour, divided into two sessions, with the dividing break lasting 90 minutes up to a maximum of four hours. In the business office only, split tours will be limited to a maximum of 15% of the total scheduled tours. The Plant Department is exempt from split tours.
- 1.17 Split Week - During a five day, eight hour tour work week; any workweek not consisting of consecutive tours. During a four day, ten hour tour, work week, any week that does not consist of Saturday and Sunday off. Exception: employees scheduled to work Sunday during a four day, ten hour tour, work week and who do not have Friday and Saturday off.
- 1.18 Standby Group- Any collection of work groups as determined by the company.



- 1.19 Tour - The aggregate of hours scheduled in a given day, not to exceed eight hours, or ten hours for employees scheduled to work a 4 day 10 hour tour work-week.
- 1.20 Transfer of Work - Moving work outside of the jurisdiction of the Union.
- 1.21 Work Group - Any grouping of employees having the same classification at the same report center, or, any grouping of employees having the same classification and reporting to the same supervisor. The Company will determine which definition will be applied to any particular work group.
- 1.22 Work Day - 12:00 midnight to 11:59 p.m.
- 1.23 Work Shift
  - A. Day Shift - a shift that begins any time between the hours of 6:00 a.m. to 10:00 a.m. inclusive.
  - B. Night Shift - any shift that begins outside of a day shift.
- 1.24 Workweek - A workweek is defined as beginning at 12:00 midnight on Sunday and extending through 11:59 p.m. the following Saturday.

ARTICLE 2

COMPANY-UNION RELATIONS

2.01 Company/Union Cooperation

The Company and the Union agree that they will cooperate in a joint effort to promote harmony and efficiency among the Company's employees covered hereunder. Neither the Company nor the Union will do anything to coerce or intimidate any employee in any manner relative to their Union membership or non-Union membership. The Company will not permit discrimination for or against, or interference with, any employee because of Union membership or activity, nor will it permit molestation or annoyance of Union employees by non-Union employees on Company property.

## 2.02 Non-Discrimination of Membership

The Union and its members agree that they will not permit any member of the Union to interfere with any other employee because of non-membership in the Union. Nor will they permit molestation or annoyance of non-Union employees during working hours, or while on Company property.

## 2.03 Union Business on Company Time

The Union and the Company recognize that employees of the Company, when engaged in work for the Company, on the Company's time, should devote their time and attention to the Company's business. Discussion of the Union's affairs or business, or solicitation of Union membership during periods when an employee is engaged in the Company's business should not occur.

## 2.04 Employees' Commitment

The members of the Union, employees of the Company, individually and through their Union, agree that they will individually, and collectively, perform loyal and efficient work and service for the Company and that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company at all times.

## 2.05 Company Rights

- A. The Company shall have full and exclusive control, supervision and direction of all its business operations and employees and the right to hire, promote and demote employees; to discharge, suspend, or otherwise discipline its employees for just cause, and lay them off for lack of work.
- B. Incentive Recognition Programs - At the sole discretion of the Company incentive recognition programs to honor objectives met by employees may be unilaterally developed, implemented, modified or deleted. The Company will notify the Union in advance of any newly developed or modified or expired incentive recognition programs, however, both parties mutually agree to the above mentioned unilateral Company right.

## 2.06 Promoting Harmony

The parties hereto recognize the value of facilitating the peaceful adjustment of differences that may arise from time to time, and wish to promote harmony and efficiency to the end that the Company, employees and the general public may mutually benefit.

## 2.07 Strikes and Lockouts

The Union agrees that there will be no strike, sit-downs, or other concerted cessation or delay of work during the continuance of this Agreement. The Company, on its part, agrees that there shall be no lockout of the Brotherhood or the members of its Local Unions. It is the mutual desire of both parties hereto to provide uninterrupted and continuous service.

## 2.08 Crossing Picket Lines

The Company agrees that for the duration of this Agreement, it will not discipline employees because of refusal to cross an authorized picket line established in connection with a sanctioned strike by the employees of another employer, at premises where such striking employees are working. It is further understood that this provision will only apply when the Union has made every effort to work out a legitimate method for the employees to enter the premises. If there are separate gates available which are not being picketed, employees will enter through such gates.

## 2.09 Union Bulletin Boards

The Union will be permitted to post notices on designated Company bulletin boards regarding Union business or social activities. No notices containing political, religious, racial, or contentious matter shall be permitted.

## 2.10 Supervisors Performing Hourly Work

It is agreed that during the term of this Agreement all supervisory personnel shall refrain from performing the duties normally performed by employees. Such duties which usually require the use of tools of the trade shall come under this provision. The use of tools or the performance of job routines by supervisory personnel shall be limited to such times as they are used for training, work inspections, or for demonstrations to an employee or a group of employees or in case of emergency, or if qualified employees are not readily available. Non-bargaining unit personnel may connect service observing or traffic measuring devices where the interconnection between patch fields and these devices are made by patch cords which are equipped with plug and jack.

## 2.11 Employee Information Lists

The Company will provide the Union with a list of all employees in the unit as of December 31 and May 15 of each year, during the life of this contract showing: Name of employee, latest date of employment, wage credit for previous experience, job classification and base rate.

## 2.12 Non-Discrimination

The Union and Company mutually agree they will not unlawfully discriminate against employees because of race, color, religion, sex, national origin, age, marital status, disability, or veteran status.

## ARTICLE 3

### HOURS OF WORK

#### 3.01 Work Schedules

- A. Work schedules will consist of not less than five workdays of not more than eight scheduled hours each. Employees will not be required to work more than five tours to complete a scheduled 40-hour workweek.
- B. Work schedules will not consist of less than four workdays of not more than ten scheduled hours each. Employees will not be required to work more than four tours to complete a schedule 40-hour workweek. The company will not require more than 40% of a work groups total schedules to be four day ten hour schedules.

#### 3.02 Work Schedules for Operators

- A. Part Time Operator Limits - No more than 10 percent of the total board hours worked in Operator Services on any given day will be worked by regular part-time operators.
- B. Operator Night Shifts – Operators will begin receiving night shift differentials for all schedules beginning at 12 noon or later.

#### 3.03 Split Tours, Split Weeks

In order to meet customer service demands the company may schedule split tours and split weeks, as defined in Article 1. The intent of this provision, however, is to minimize such tours to those of business necessity.

#### 3.04 Selection of Work Schedules

In those report centers where more than one tour is required to meet service requirements, the Company will assign work schedules in accordance with the preference of full-time employees in the order of their seniority. Employees must be capable, as determined by the Company, of performing the duties of a particular assignment in order to choose work schedules by seniority.

### 3.05 Posting of Work Schedules

- A. Work schedules for work groups will be made available by 3 p.m. the Thursday immediately preceding the applicable scheduled period. Schedules may be posted for more than one week at a time. Certain groups that do not require varying schedules may be exempt from this posting requirement.
- B. Nothing contained in this Agreement shall restrict the Company from changing the hours of specific tours or from changing scheduled work days and scheduled days off in order to meet service requirements. However, if the company does not give employees a minimum of 24 hours advance notice of a schedule change, employees will be paid the premium rate for all hours worked outside of the originally posted work day. The 24 hours advanced notice is measured by the 24-hour period immediately preceding the beginning of the original scheduled tour that is being changed. When possible, schedule changes should be offered in the same manner as outlined in 3.04.

### 3.06 Meal Time and Breaks

- A. Meal Times - Most positions in the company allow for a one hour unpaid meal time, typically midway through a scheduled workday. Certain work groups have their meal times limited, allowing their regular workday to end early. These certain work groups may combine their two paid break time periods to serve as the mealtime. Decisions on scheduling meal times are based upon service requirements. Employees will be offered a mealtime each scheduled workday.
- B. Break Times - No more than two paid 15 minute breaks are available during scheduled workday. A break should be taken midway during the first session of the tour and a second break should be taken midway during the second session of the tour. Certain work groups have very specific break times, while others are more flexible. Break time may not be accumulated over any period of time. Differentials are included in the payment for break times. At the beginning of every two-hour segment of a work-day's continuous overtime a paid 15 minute break may be taken by employees.

### 3.07 Standby

Employees may be required to serve on standby for periods of seven calendar days (Tuesday through Monday). Standby duty, where deemed appropriate, will be rotated amongst all employees in a standby group on a qualifications or seniority basis and shall be at the sole discretion of the company. Based on the needs of service, the Company will determine the number of employees in a standby group who will be assigned standby duty. Employees will not be required to serve on standby duty for more than one week in each three-week period. This restriction will not prohibit employees from volunteering for standby duty on a more frequent basis. During the period of standby, employees will be

available to take all calls and report to a job site as needed. Employees on standby will be provided a pager and are required to stay within paging range at all times.

### 3.08 Overtime

- A. Opportunity - Opportunity for overtime work shall be equalized to the extent possible within each work group over a reasonable period of time
- B. Assignment of Overtime - The Company reserves the right to require employees to work overtime. Employees will not be required to take time off at a later date for the purpose of offsetting overtime worked.
- C. Unscheduled Overtime - Employees may volunteer for unscheduled overtime on a weekly basis. Whenever an insufficient number of volunteers are available, the least senior employee/s in a work group will be required to be available. Available employees will be assigned overtime opportunities on a first available basis.
- D. Callout and Overtime when scheduled off - Work group overtime rosters will be posted biweekly, ranking employees according to their year-to-date call out and overtime hours actually paid. The employee having the least amount of call out and overtime worked will be first on the roster. The employee having the greatest amount of call out and overtime worked will be last on the roster. Employees may volunteer for overtime and callout opportunities on a weekly basis. Overtime opportunities not assigned to an employee on standby, will be offered to volunteers, in the order of the posted rosters ranking from first to last. Whenever an insufficient number of volunteers are available, the least senior employee/s in a work group will be required to work.
- E. Overtime Pay Build - Hours worked at overtime rates will not be counted towards either the eight hour, (ten hours for employees scheduled four day, ten hour tours), or the 40 hour rules.

### 3.09 Schedules While Training

While attending training, employees' regular schedules are deemed to be 8:00 a.m. to 5:00 p.m. (Monday through Friday, if appropriate).

## ARTICLE 4

### BASIS OF COMPENSATION

#### 4.01 Base Rates

The base rates paid under the terms of this Agreement are those appearing in Schedules 1-9E.

#### 4.02 Payday Schedule

Paychecks for all employees working under the terms of this Agreement shall be placed into the U.S. Postal Service by noon on every other Wednesday or by direct electronic deposit by noon on every other Friday. All payroll deductions shall be made from checks issued to cover the first two payroll periods of each month. Electronic paystubs shall be made available to employees who elect direct deposit by 5 p.m. on the Thursday preceding the payday. Each such paycheck shall be for the two calendar weeks ending not earlier than the end of the second preceding calendar week.

#### 4.03 Holiday Pay

- A. Eligible employees will receive eight hours at the adjusted base rate for all national and floating holidays recognized in this Agreement. Additionally, employees will receive the overtime rate for all hours worked on a national or floating holiday.
- B. Employees whose regularly scheduled tours on New Year's Eve include the hours between 6 p.m. and midnight will be compensated at the premium rate.

#### 4.04 Sunday Pay

Employees working on Sunday will be compensated at the premium rate of pay for all hours worked.

#### 4.05 Vacation Pay

Vacation pay is based upon employees' adjusted base rates as of the time the vacation occurs and for the number of hours taken.

#### 4.06 Differential Pay

- A. \$1.00 per hour will be paid for all hours worked on night shift tours. Split tours that end after 7 p.m. will be eligible for the night shift differential as well, for all hours of the tour.
- B. \$1.00 per hour will be paid for all hours worked in a scheduled split week.
- C. Associates-Plant making service order assignments, all transfers associated with service orders, and using cable prints as required will be paid a differential of \$1.00 per hour.
- D. \$165 per week will be paid to all employees on standby duty, per standby week. See 4.08 (A) and 4.09 for additional information on standby.
- E. Employees acting as a temporary supervisor will receive a differential of \$1.00 per hour for all hours of the assignment and will not perform their normal job duties.
- F. Bilingual employees assigned to a telephone number requiring them to speak to customers in a language other than English, will be paid a \$1.00 per hour differential for the hours assigned to the non-English telephone line.

#### 4.07 Temporary Assignments

The company may temporarily assign employees within the same classification or to another classification up to a maximum of six consecutive months, observing the following rules:

- A. Employees will be paid at their current rate of pay if assigned to a lower classification, for all hours worked.
- B. Employees will be paid at the next higher rate of pay (of the higher wage schedule) if assigned to a higher classification, for all hours worked.
- C. The intent of this section is not to deprive bid opportunities for employees.

#### 4.08 Travel Time

- A. Standby - Travel time between employees' residences and their work center, or between employees' first/last work assignment, will be paid at the adjusted base rate. This is true whether or not employees are in a company vehicle.
- B. Call Out - Travel time between employees' residences and their work center, or the employees' first/last work assignment, will be paid at the adjusted base rate. This is true whether or not employees are in a company vehicle.
- C. Home Garaging - Travel time between employees' residences and their first/last work assignment, in excess of their normal drive time between their



residences and their assigned work center, will be paid at the adjusted base rate.

- D. Training or Temporary Assignment - Travel time at the beginning and completion of training or temporary assignments that is in excess of the normal drive time between the residence and the assigned work center, will be paid at the adjusted base rate. This is true whether or not employees are in a company vehicle.
- E. While Driving A Personal Vehicle - For employees who receive prior approval to travel by personal vehicle instead of by air, the maximum travel time paid (at the appropriate rate of pay) is limited to the equivalent number of hours it would normally take to travel from the employees' home to the hotel, by means of a commercial air carrier. The determination of the equivalent number of hours will be made by local supervision.

#### 4.09 Standby

During standby, employees called out (on other than their regularly scheduled working hours) will receive pay for not less than two hours at the overtime rate. See 4.08(A) and 4.06(F) for additional information on standby pay.

#### 4.10 Overtime Pay

Vacation and holiday pay are considered time worked for the purpose of computing overtime. Employees will receive the overtime rate for time worked:

- A. In excess of eight hours in one day (ten hours for employees scheduled a four day, ten hour tour, work week.
- B. In excess of 40 hours in one week.
- C. Preceding the start of their regular tour (not applicable when a schedule is formally changed according to article 3.05)
- D. On their regularly scheduled day off. (not applicable when a schedule is formally changed according to article 3.05)

#### 4.11 Call Out

Employees called out on other than their regularly scheduled working hours shall receive pay for not less than two hours work at overtime rates. Call-out pay will continue until the employee is either released or until the regular work shift begins, whichever is sooner. Call-out pay shall cease at the start of the employee's regular shift. The employee shall then be paid at the applicable rates.

#### 4.12 Rest Period

- A. Eligibility - Employees required to work on overtime or on call out at any time prior to the three hour period immediately preceding the next scheduled tour

shall be entitled to an eight hour rest period before reporting to their next scheduled tour.

- B. Pay When Not Working - If the eight hour rest period extends into the employees' next regular scheduled tour and the employees do not work, then employees will receive pay during the regular scheduled tour at the adjusted base rate.
- C. Pay When Working - Employees required to report to work before the eight hour rest period is satisfied will be paid at the premium rate for all hours worked during the regular scheduled tour until an eight hour rest period is provided.
- D. 24 Hour Rule - If an employee works for a continuous twenty-four hour period, the Company will provide a ten hour rest period, with eight hours paid at his adjusted base rate and two hours not paid.

## ARTICLE 5

### EXPENSES ALLOWANCES AND REIMBURSEMENTS

#### 5.01 Temporary Assignments

Employees who are attending school or training, or who are temporarily assigned work inside or outside of the operating area of the Company and who must stay overnight, will be reimbursed for the reasonable costs of meals, lodging, and/or transportation. Receipts will be submitted in accordance with the Employee Business Expenses Practice.

#### 5.02 Transportation

- A. Extended Trips - Whenever employees attend school, training or temporary assignment that extends four consecutive weeks, the Company will pay for the cost of transportation home and back for the employees. This cost may not exceed airfare at the commercial coach and excludes meals and lodging. This trip home will occur once during every four-week segment.
- B. Personal transportation - Employees who are permitted to furnish their own transportation while on Company business, will be reimbursed at the appropriate mileage rate. Employees permitted by the company to provide their own transportation in lieu of air travel, will be reimbursed at the appropriate mileage rate not to exceed the cost of commercial coach airfare.
- C. Mileage Rate - The Company and the Union agree that when the mileage rate is changed for any employee group within the Company, during the term of this Agreement, such change will be extended to all employees covered by this Agreement.

D. Tolls - Employees required to travel on toll roads will be reimbursed for the cost of the toll.

### 5.03 Lodging

When over night lodging is necessary, as determined by the Company, the Company will reimburse employees for the cost of the lodging, provided receipts are submitted. It is understood that the Company may, at its discretion, designate the accommodations for lodging.

### 5.04 Central Office Installer Expenses

A. Central Office Installer employees will have expenses reimbursed as described in 5.01 through 5.03 above. In addition, If one way mileage to a work site is over fifty miles, employees may stay overnight and be eligible for the allowances described in 5.03. If one way mileage to a work site is less than fifty miles, supervision may at its discretion, authorize overnight allowances.

Travel time at the beginning and end of an assignment will be treated as work time.

## ARTICLE 6

### MISCELLANEOUS CONDITIONS OF WORK

#### 6.01 Personal Tools

- A. When employees are required to work temporarily on work of a different nature from their regular work that requires a different set of tools, the Company will loan the employee the tools necessary to do the work. New employees may be required to purchase their own personal tools. Tools are to meet the safety requirements of the Company. Should tools become unsafe, worn out, or broken, they will be replaced at the expense of the Company, upon the surrender of the old tools. Monthly inspection of tools for safety conditions shall be made by duly designated representatives of the Company to assure the safety of employees.
- B. The Company will furnish employees, upon request, with the necessary tools and equipment to adequately perform job duties for the first 180 calendar days. Upon successful completion of this 180 calendar day probationary period, employees may be billed for the cost of all tools and equipment provided by the Company. Employees may elect a one time billing, but will be permitted to spread payments. If any employee, who is furnished tools and equipment under these procedures, fails to qualify during this 180 calendar day probationary period, and is dropped from the Company's payroll, the tools will be returned to the Company. If any damage has occurred to these tools, or if any have been lost, the value of the damage or

loss may be deducted from the employee's final paycheck. The above provisions may also apply to employees who transfer or bid into another classification where different or additional tools are required.

## 6.02 Professional Wear

- A. The Company will pay 100% of the cost.
- B. Uniforms will be provided to those classifications which the Company deems appropriate.
- C. Color and style of clothing will be selected by the Company. The Company name, logo and the employee's first name (or acceptable derivative, at the Company's discretion) may be required on the shirts and/or jacket.
- D. The blend of material in the clothing may not contain less than 35% cotton. Additionally, 100% cotton shirts and 100% cotton pants must also be made available to employees.
- E. Replacement of uniform garments damaged through normal wear on the job will be the responsibility of the Company. Employees will be responsible for the full Company cost of replacing uniform garments should they be lost, stolen, or damaged through neglect.
- F. Employees participating in the program who terminate voluntarily or involuntarily from the company will not be required to return their uniforms. Additionally, employees who transfer to a classification in which uniforms are not available will not be required to return their uniforms.
- G. Employees will be required to wear uniforms that are, in the Company's judgment, properly maintained and presentable. Specifically, the uniform must be clean, and free from wrinkles, stains, or noticeable tears. Daily maintenance of the uniform will be the responsibility of the employee. The wearing of uniforms will be mandatory during all work hours, with the exception of hours spent in classroom training away from the work area.
- H. The Company will furnish initially seven trousers, seven shirts, one jacket with a liner, and one cap to each eligible employee. Additional garments will be furnished by the Company when approved by supervision.
- I. Belts are not provided in this program. The personal belt of an employee must be an acceptable complement to the uniform, as determined by the Company.
- J. Eligible employees will be issued an official cap specifically designed as part of the program. Additionally, employees may wear broad-brimmed hats. The broad-brimmed hat must be an acceptable complement to the uniform, as determined by the company. Employees are not required to wear a cap with the uniform. However, employees may wear only the officially designated cap

or an acceptable broad-brimmed hat while in uniform. The company will reimburse employees up to \$20.00 annually for the purchase of an acceptable broad-brimmed hat (a receipt may be required).

- K. A pin, not to exceed 1 1/2 inches in diameter designating affiliation with the IBEW and not derogatory of the Company or its personnel, may be worn with the uniform. This pin may be worn only on the uniform shirt. This pin will not cover the Company logo or employee's name.

#### 6.03 Temporary Supervisor

During the short-term absence of any supervisor, employees may be voluntarily assigned to perform the duties of the supervisor (except disciplinary matters) until the supervisor returns. (Additional information found in 4.06,G.) This provision allows temporary supervisors to perform their normal duties on a call out or overtime basis at the conclusion of a workday.

#### 6.04 Home Garaging

In circumstances where the Company deems it to be appropriate, employees may volunteer to home garage a company vehicle. The vehicle must be kept at the employees' place of residence and parked off the public street. If the vehicle cannot be kept at the employees' residence, it will be parked at the nearest available Company-approved location. Employees are responsible for normal service and maintenance of the vehicle at Company expense on Company time. Travel time while home garaging will be paid in accordance with Article 4.08,C.

- 6.05 Climbing Restriction, Business Technicians - Employees who were Business Technicians as of 8/21/86 and remain in that position will not be required to climb poles, but may volunteer to do so.

- 6.06 Crossing Jurisdictions - Employees may on occasion, be required to travel outside the Southern Area to perform work. Additionally, it is understood that the Company may utilize individuals from outside the Southern Area. Should this be deemed necessary the Company agrees to notify the Union Business Manager in advance. It is further understood that individuals from outside the Southern Area will not be utilized for day to day business situations. Expenses will be managed in accordance with Article 5.

- A. The purpose of this Agreement is to allow employees represented by affiliated AFL-CIO Unions who perform bargaining unit work the opportunity to undertake assignments within the three local Unions' jurisdictional areas. These assignments will be strictly on a voluntary basis.
- B. Upon the Company's determination that all available bargaining unit workers are being fully utilized, and given a need for additional bargaining unit workers work to be performed within the represented territory, the Company may bring in employees from affiliated AFL-CIO Unions to perform the additional work.

- C. The use of these other employees from outside this local Union's jurisdiction will not lead to any displacement of represented employees where the work is being done. At any time when employees from another jurisdiction are working, the employee in this local Union's jurisdiction where the work is being done will have the opportunity to work first. Further, only those represented employees whose representatives agree to a reciprocal Agreement will be permitted the work.
  - D. This Agreement has no bearing on, nor does it restrict in any way, the use of contract labor for the same purpose, except when in conflict with this local Union's Agreement.
  - E. Additionally, when AFL-CIO workers are not available to perform required work, or when represented employees do not possess a required skill to perform the work, non-bargaining Sprint employees may be required to work at company locations performing bargaining unit work. When a skill deficiency is identified the company will have a represented employee work with the non-unit employee to learn the required skill or, will provide proper training on the skill to a unit worker.
  - F. IBEW 199 agrees not to file a unit clarification on any properties outside of its jurisdiction.
- 6.07 Telephone Concession - Employees covered by this agreement are entitled to the Sprint Long Distance Concession Plan.
- 6.08 Service Technician Classification
- A. On the effective date of the 1995 through 1998 Agreement, the classifications of Service Technician I, Installation and Repair Technician, and Cable Splicer will be absorbed into the classification of Service Technician.
  - B. The total combined, accrued, unbroken seniority of the employees in these classifications, and the appropriate Service Technician wage rate will become effective on this date. The appropriate wage rate will be the base rate immediately higher than their current base rate.
  - C. The classifications of Service Technician I, Installation and Repair Technician, and Cable Splicer will not be included in the Wage Schedules in the new Agreement.

- 6.09 Data Technician Qualifications - In order to be qualified for this position, employees may be required to attend a number of specialized training courses in the LAN/WAN environment. Employees will be required to obtain certification in those courses as required by the Company. Upon obtaining a required certification these employees will be placed in the Data Technician title and wage schedule.

## ARTICLE 7

### Holidays

#### 7.01 Holidays

##### A. National Holidays

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

- B. Floating Holidays - Employees are entitled to five floating holidays in addition to the six national holidays.

##### C. Administration of All Holidays -

1. New hires are eligible for all national holidays as they occur. New hires will have their floating holidays prorated at the rate of one floating holiday for every ten full weeks left in the calendar year of hire.
2. Holidays, both national and floating, are not cumulative and therefore may not be carried over into the next calendar year. If a holiday is not taken by the end of the calendar year, then the holiday is forfeited. Supervision is to do everything in its power to avoid employee forfeiture of a holiday.
3. Holidays, both national and floating, are not "vested" and employees who leave the Company for any reason prior to taking a holiday will not receive holiday pay.
4. When a holiday falls within employees' vacation periods, that day will be charged as a holiday, not a vacation day.
5. Holiday hours are included in the calculation for daily and weekly overtime.

## 7.02 National Holiday Procedures

- A. When a national holiday falls on an employee's scheduled day off, the next scheduled non-overtime, non-premium workday will be taken as the national holiday.
- B. When a national holiday falls on a Sunday, the following scheduled non-premium workday will be taken as the national holiday. Exception: Employees scheduled to work on Sunday will take the national holiday on Sunday.
- C. When a national holiday falls on a Saturday, the preceding non-premium workday will be taken as the national holiday. Exception: Employees scheduled to work Saturday will take the national holiday on Saturday.
- D. When New Year's Day, Fourth of July, or Christmas Day fall on either a Friday or a Saturday, and an employee is scheduled off both those days, and scheduled to work Sunday, the employee will take the national holiday on the preceding Wednesday and/or Thursday.
- E. If service requirements permit, as determined by the Company, national holidays will be rotated among employees within a work group.

## 7.03 Floating Holiday Procedures

- A. Selection of the next year's floating holidays will take place after vacations have been chosen. As service requirements permit, employees will be allowed to select their floating holidays in blocks. The process will be similar to the process of choosing vacation. The blocks may be for as little as one day, or up to and including as many as five consecutive days.
- B. The selection process will begin with the senior person in a work group. Once the senior person has indicated the first block, the next senior employee will be allowed to select. Once the entire work group has been allowed their first choice, the next opportunity will rotate back to the most senior employee who has available blocks left to choose. The process should continue until such time as all employees have made their selections.
- C. Every effort should be made to allow employees to take floating holidays when scheduled. However, if a supervisor deems it necessary for an employee to work on a previously scheduled (and approved) floating holiday (except those taken concurrent with vacations), the employee will have the option of receiving either the "holiday worked" overtime rate, or of rescheduling the floating holiday. Although it is the employee's option to reschedule the floating holiday, it is the supervisor's right to determine the necessity of the employee to work.



- D. Employees who are sick on a scheduled floating holiday will be allowed to reschedule the floating holiday. Medical verification of their illness may be requested by supervision.

## ARTICLE 8

### VACATIONS

#### 8.01 Vacation Selection

- A. On October 1 of each calendar year, the Company will begin consultations with all employees entitled to vacations for the next succeeding vacation period.
- B. The Company will attempt to contact all employees within a report center who are eligible for such vacations in the order of their seniority, but this does not deny employees from making their vacation choice in advance of being contacted by the Company.
- C. Employees who are not readily available, or who have failed to make an advance vacation choice, may still do so prior to December 15.
- D. After this date, employees who could not be contacted or who failed to express a vacation choice will be assigned a vacation period by the Company. Their assignment of vacation will come from the available vacation periods remaining.
- E. The Company, in determining vacation schedules, will respect the seniority and wishes of employees regarding their selection of vacations, insofar as the needs of the Company will permit.
- F. Vacation will be scheduled in one-week segments. Carryover vacation days will be selected in a single blocks of consecutive days. Employees desiring to take single days of vacation may reschedule after all selections have been made as described in article 8.04 below.

#### 8.02 Vacation Accrual

- A. The vacation period extends from January 1 through December 31 and is based on vacation earned the preceding year. New hires are not eligible for vacation during the calendar year in which they are hired.
- B. Employees who are on the payroll on December 26 will be vested for vacation eligibility for the next calendar year. During the first year of employment, one day of vacation is earned for each full month of service up to a maximum of ten days which will be taken during the next calendar year. To be eligible and vested for the enumerated vacation benefits in 8.02,C

below; an employee must have worked a minimum of 1,000 (defined as regular, overtime, premium, vacation, holiday, union/company business, personal time pay, paid military, jury/witness and funeral) hours during the previous calendar year to accrue full vacation for the succeeding year. Employees who work less than 1,000 hours accrue vacation at the following rate:

1. Those qualifying for two weeks of vacation will accrue 1 day per month.
  2. Those qualifying for three weeks of vacation will accrue 1 1/4 days per month.
  3. Those qualifying for four weeks of vacation will accrue 1 2/3 days per month.
  4. Those qualifying for five weeks of vacation will accrue 2 1/12 days per month.
- C. During the first year of employment, one day of vacation is earned for each full month of service, up to a maximum of ten days, which will be taken during the next calendar year. During the year employees' complete five years of service, they will be granted three weeks vacation in that calendar year. During the year employees' complete fifteen years of service, they will be granted four weeks vacation in that calendar year. During the year employees' complete twenty-five years of service, they will be granted five weeks vacation in that calendar year. Up to one week of vacation may be carried over to the following year. Carry-over vacation is not cumulative.
- D. Employees who terminate for reasons other than retirement during the calendar year will be given vacation earned the preceding year but will not be given prorated credit for vacation during the year in which they terminate.
- E. Retiring employees will accrue vacation, during the year in which they retire, from January 1 to the retirement date for full months of service. The amount of vacation earned by the accrual will be paid to the employee at the time of retirement.
1. Those qualifying for two weeks of vacation will accrue 5/6 day per month.
  2. Those qualifying for three weeks of vacation will accrue 1-1/4 days per month.
  3. Those qualifying for four weeks of vacation will accrue 1-2/3 days per month.
  4. Those qualifying for five weeks of vacation will accrue 2-1/12 days per month.

F. For vacation purposes only, former employees who are re-employed by the Company will receive a service credit equal to the term of their prior employment after completion of five years of continuous service, computed from the date of most recent employment.

- 8.03 Employees will not be required to return from vacation prior to its expiration.
- 8.04 Vacations will normally be taken in segments of one week (40 hours). Employees may, throughout the year, request to take vacation on an hour at a time basis. When the situation permits, such requests should be made in writing to the immediate supervisor. Service conditions permitting, such requests should be granted. Vacation time may be used in lieu of sick time or unforeseen, uncontrollable absences when requested by employees. If the request is granted, the time taken will be deducted from previously selected days. Increments of less than one hour will not be granted.
- 8.05 Vacations for employees shall commence at the end of their last scheduled workday. The Company will not require employees to work beyond the end of that normal tour, although employees may volunteer:
- A. to work beyond the end of the tour.
  - B. to work that weekend, provided all volunteers on the overtime roster have been offered the opportunity to work.
- 8.06 Vacation Payment upon Death - In the event of the death of an employee who has qualified for a vacation under the terms of this Agreement, the amount of vacation pay will be paid to the employee's spouse or paid into the employee's estate.
- 8.07 Vacation hours are included in the calculation for daily and weekly overtime.

## ARTICLE 9

### LEAVES OF ABSENCE

#### 9.01 Leave of Absence Procedures

Specific, formal leaves of absence for sickness, accident, recuperation, or for any other reason may, at the discretion of the Company and the Union, be granted for more than 30 days but not more than 120 days with or without pay, except as provided below. In accordance with their respective rights as set forth elsewhere in this Agreement, the Company reserves the right to make and enforce reasonable rules and policies with respect to the granting and implementation of such leaves, and the Union reserves the right to challenge such action under the grievance and arbitration provisions.

- A. Informal leaves of absence may be granted for 30 days or less and will not be subject to the Leave of Absence procedures.
- B. Requests for such leaves of absence, formal or informal, shall be made to the Company in writing and authority to take same will be granted in writing.
- C. Leaves of absence extending beyond 120 days, or working for another employer during a leave of absence for cause other than sickness or accident, except as provided in Paragraphs 11.01, 11.02, or 11.03 shall be deemed as a termination of employment with the Company.
- D. However, employees may be granted extensions of leaves of absence beyond 120 days for sickness or accident.
- E. Except for the Business Manager, who shall accrue classification seniority while on Union leave, any employee granted a leave of absence for more than 30 days for other than sickness or accident, shall accrue no further seniority or other rights under this Agreement beyond the first 30 days. Any employee granted a leave of absence for more than 30 days but not more than 120 days for reasons other than sickness or accident shall be returned to the same job.

#### 9.02 Sick/Accident Leaves

In the case of employees granted leaves of absence due to sickness or accident, the Company will provide these employees with the same job when they are able to return. In all cases when employees are able to return from either informal or formal leaves of absence, they must have the necessary physical and mental qualifications to perform the job to which they are returning or assigned.

- A. The Company further agrees to use its best efforts to secure for employees continuation of rights and benefits, dependent upon contracts with other companies, such as insurance benefits, etc. It is understood by both parties that the final determination of such matters rests with other companies over which the Company has no control, and whose decision in such matters will be final and binding.
- B. Employees on medical leave, on a monthly basis, shall furnish to their immediate supervisor a physician's written statement addressed to the Company stating the employees' capability or incapability to perform normal work assignments.
- C. When employees with a known medical condition continue to work, they must also provide a physician's statement that they are capable and able to continue employment and perform normal work assignments.

ARTICLE 10

PAID ABSENCES

10.01 Short Term Non-occupational Disability Benefits (Sick)

A. Employees covered by this Agreement shall be entitled to the following non-occupational disability leave in a rolling twelve month period at their base rate of pay:

| LENGTH OF ACCREDITED SERVICE | NUMBER OF WEEKS OF PAY |      |
|------------------------------|------------------------|------|
|                              | FULL                   | HALF |
| 0 - 91 days                  | 0                      | 0    |
| 91 days - 6 mos.             | 1                      | 4    |
| 6 mos. - 1 yr.               | 2                      | 24   |
| 1 yr. - 5 yrs.               | 6                      | 46   |
| 5 yrs. - 10 yrs.             | 13                     | 39   |
| 10 yrs. - 15 yrs.            | 26                     | 26   |
| 15 yrs. - 20 yrs.            | 39                     | 13   |
| 20 yrs. - And over           | 52                     | 0    |

Benefits are re-established when the associate has returned to work for 13 consecutive weeks without any further absence for his/her own medical condition(s).

- B. Benefits are payable beginning the first normal working day of illness as provided in this Article.
- C. When requested in writing by employees who have been denied short term disability pay, a committee of two Union officials and two Company representatives will investigate the case in question and submit their findings to the Company in writing. The recommendation by a majority of the committee shall be final and binding on all parties.
- D. Employees that have accrued more than 52 weeks of full-time STD benefit under the terms of the 1997 and earlier agreements will retain their accrued benefit for future use. STD benefits are only available when employees experience a qualifying illness or injury. Employees experiencing a qualifying illness or injury requiring the use of STD benefits will withdraw STD time from

their accrued benefit. Should an employee's accrued benefit reduce to 52 weeks or less the employee will refresh benefits as described in 10.01, A.

- E. Short-term non-occupational disability pay hours are not included in the calculation for daily or weekly overtime.

#### 10.02 Short Term Occupational Disability Benefits (Accident)

- A. In case of accident, employees sustaining injury shall be entitled to receive the benefits and compensation prescribed by the Workers' Compensation Act of the State of Florida, subject to the terms and conditions of that Act.
- B. The period of occupational disability shall be treated as accident leave during the period as specified in (C) of this section, the injured employee shall receive the difference, if any, between the compensation specified in (C) and the amount of compensation allowance under the Workers' Compensation Act.
- C. Employees covered by this Agreement shall be entitled to the following short term occupational disability leave in a rolling twelve month period, and loss of time shall start from the first day of disability:

| LENGTH OF<br>ACCREDITED SERVICE | NUMBER OF WEEKS OF PAY |      |
|---------------------------------|------------------------|------|
|                                 | FULL                   | HALF |
| 0 - 6 mos.                      | 1                      | 4    |
| 6 mos. - 1 yr.                  | 2                      | 24   |
| 1 yr. - 5 yrs.                  | 6                      | 46   |
| 5 yrs. - 10 yrs.                | 13                     | 39   |
| 10 yrs. - 15 yrs.               | 26                     | 26   |
| 15 yrs. - 20 yrs.               | 39                     | 13   |
| 20 yrs. - And over              | 52                     | 0    |

Benefits are re-established when the associate has returned to work for 13 consecutive weeks without any further absence for his/her own medical condition(s).

- D. Full or partial payment of wages covering absences outside the above limits may be granted in deserving cases upon the recommendation of the department head and the approval of the Director, Human Resource Operations.

- E. The return of injured employees to their former position shall be subject to the employees' physical condition and fitness to carry on the duties of the position.
- F. The Company may require a certificate from a physician acceptable to the Company that an injured employee was unable to return to work during the period of absence.
- G. For employees found by a physician to be capable of performing some work during the period of recuperation, the seniority provision of this Agreement shall be disregarded and the employees shall perform such work as may be available. These employees shall receive pay equal to the pay they were receiving prior to the accident plus any progression raises due, not to exceed 6 months.
- H. Employees who are physically unable to perform the duties of their classification shall be placed in a job in an equal or lower classification that they are qualified to fill. This job placement will not be subject to the job posting procedure. This job placement will be by mutual agreement, in writing, between the Business Manager for the Union and the Human Resources Department for the Company.
- I. The placing of employees in a job under this paragraph will not displace any other employee.
- J. Employees that have accrued more than 52 weeks of full-time STD benefit under the terms of the 1997 and earlier agreements will retain their accrued benefit for future use. STD benefits are only available when employees experience a qualifying illness or injury. Employees experiencing a qualifying illness or injury requiring the use of STD benefits will withdraw STD time from their accrued benefit. Should an employee's accrued benefit reduce to 52 weeks or less the employee will refresh benefits as described in 10.02, C.
- K. Short-term occupational disability pay hours are not included in the calculation for daily or weekly overtime.

#### 10.03 Personal Time Pay

- A. Employees will be granted the following hours to conduct matter of a personal nature during the workday:
  - 1. 12 hours of personal time pay for calendar year 2001,
  - 2. 10 hours of personal time pay for calendar year 2002,
  - 3. 8 hours of personal time pay for calendar year 2003,
  - 4. 6 hours of personal time pay for calendar year 2004,
- B. Personal time pay may be used only when the employee has the need to conduct personal business that cannot be scheduled for non-working hours. Common examples not limited to: doctor or dentist appointments of the

employee or the employee's family (where the employee needs to accompany that family member), appointments with a lawyer, meetings with school officials, etc. It may not be used as vacation.

- C. All requests for personal time pay, except emergencies, require supervisory approval at least one day in advance.
- D. Employees who return to work on the same day in which the personal time occurs and make up the lost time, will not be eligible for personal time pay that day. The intention of this benefit is to protect the employees' scheduled workday.
- E. Personal time pay is not a benefit owed to employees. Unused hours are neither carried over to a new calendar year, nor paid out upon termination.
- F. Personal time pay hours are included in the calculation for weekly overtime.

10.04 Make-up Policy - The company will allow employees the opportunity to offset short-term absences from their regular schedules by making up time with mutual agreement from their manager, provided that; personal time pay is depleted prior to the use of make-up time.

- A. Employees who become aware of a future need to be absent and who wish to make-up time should seek approval for the make-up time no later than the day before the absence will take place.
- B. Make-up time must be worked within the same scheduled workweek in which the absence occurs. A maximum of eight hours make-up time may be allowed in any given workweek. An employee may be allowed make-up time prior to the absence as long as it is in the same workweek.
- C. There is no guarantee of make-up time being granted. In order for make-up time to be granted, there must be meaningful work available that can be accomplished on a make-up basis. Some work groups may rarely be able to grant make-up time.
- D. If work is available and make-up time granted, it will be on a first come first serve basis. Each request will be handled individually based on the circumstances at the time, i.e., workload, or the number of people already off, etc.
- E. All make-up time worked will be at the employee's adjusted base rate.
- F. Make up time must be employee initiated.
- G. Provided 10.04C above is satisfied, up to eight hours of makeup time can be used to offset an occasion.



#### 10.05 Company/Union Business

- A. Representatives designated by the Union shall be allowed time off without loss of pay to attend scheduled meetings held with the Company during regular working hours.
- B. To the extent possible, these meetings will be arranged and held during regular working days. However, in the event the duration extends outside the usual working hours, no compensation will be paid by the Company to employees who attend as authorized Union representatives.
- C. Company/Union business hours are included in the calculation of daily and weekly overtime.

#### 10.06 Military Leave

- A. Employees required by the government to report for a physical examination during working hours and to verify fitness for military service will be entitled to time off with pay for the time required, at the appropriate adjusted base rate.
- B. Employees called for examination by the Veterans Administration in connection with disability will be paid for the time off for the examination, not to exceed two days, at the appropriate adjusted base rate.
- C. Employees who are members of the National Guard or reserve units of the Armed Forces will be given a leave of absence with pay for the annual training period, not to exceed two weeks.
- D. To be eligible for the benefits in this section, a copy of the employee's notice to report (showing time and place) from the respective Government agency must be furnished by the employee to the supervisor, prior to such absence.
- E. Military pay hours are not included in the calculation for daily or weekly overtime.

#### 10.07 Jury or Witness Leave

- A. Employees who have been lawfully summoned to report to jury service, and/or to appear as a witness in court, and who actually perform jury service or appear as a witness, will be entitled to time off with pay at the appropriate adjusted base rate, provided employees are not party to the proceedings. While on jury duty, the employees' regular schedules are deemed to be 8:00 a.m. to 5:00 p.m. (Monday through Friday, if appropriate).
- B. Jury or witness hours are not included in the calculation for daily or weekly overtime.

## 10.08 Funeral Leave

- A. Employees called upon to be absent from a scheduled tour of duty because of a death in the employees' family, shall be excused with pay at the adjusted base rate, according to the below schedule:
1. Up to five days for spouse, parent (including stepparents), child (including stepchild), sibling (including stepbrother or stepsister), legal guardian (including those who may have been your legal guardian).
  2. Up to three days for aunt, uncle, niece, nephew, grandparent, grandchild, in-laws (including mother, father, son, daughter, brother, sister, and grandparent).
  3. When special circumstances exist every attempt should be made to grant additional time off when a need is demonstrated. E.g., vacation, floating holiday, make-up time, or non-paid personal time.
- B. Funeral hours are not an occasion of absence.
- C. In the event death in the immediate family occurs during an employee's vacation and the funeral is held during the vacation period, the company will extend the employee's vacation time by two days. Should the above occur, it is the employee's responsibility to give supervision proper notification before taking additional time off.
- D. Funeral hours are not included in the calculation for daily or weekly overtime.

## ARTICLE 11

### NON-PAID ABSENCES

## 11.01 Union Leaves

- A. Employees who are elected or appointed to office in the Local Union 199 that require the employees to be absent from duty with the Company, upon written request, will be granted a leave of absence, not to exceed three years, without pay:
1. Such employee, at the expiration of such term of office, will be reinstated to the employee's former position at the then prevailing base rate governed by accrued service tenure prior to the leave, provided the employee shall then have the physical fitness and capacity to perform the work of the position, and provided further that return to work is indicated to the Company within 60 days of release from Union duties.

2. It is understood that in case of the return of such an employee, other employees will consent to such demotion as is necessary to make room for such reinstated employee.
  3. The Company agrees to grant leave for the Business Manager and Assistant through an administrative letter stating such extension on a three-year basis.
  4. The Business Manager may participate in the FlexCare program as though still a full time employee not on a Union leave of absence. All other benefits, except telephone concession, will cease during such leave.
- B. The Company agrees to release from duty without pay, any Union official or member whose services are required for Union work. The request by the Union for such leave is made in writing at least five days in advance of the beginning of such leave and provided further that leaves of this character shall not exceed 15 working days in any calendar year. Additional days may be granted at the discretion of the company.

#### 11.02 Military Leave

Employees who enter military service will be granted a leave of absence, without pay, but with continuing seniority and re-employment rights, in accordance with Federal and State Laws pertaining to such military leave.

#### 11.03 Family Medical Leave

- A. In accordance with the Family and Medical Leave Act of 1993, employees may be eligible for up to 12 weeks of non-paid leave in a rolling twelve month period for the birth or placement for adoption or foster care of a child (as described in 4. below); the serious health condition of a spouse, child, or parent. In conjunction with the above non-paid benefit schedule eligible employees may receive paid short-term disability benefits as described in B, 3 below for the employees' own serious health condition.
- B. The term "child" might describe a situation where an employee has the day-to-day responsibility of caring for a child even though the employee does not have a biological or legal relationship to that child. Additionally, the term "child" may include individuals above the age of 18 who are incapable of self-care because of mental or physical disability.
1. To be eligible the employees must have been employed for at least 12 months and have worked a minimum of 1,250 hours during the 12 months prior to the requested leave.
  2. Employees will not be required to use their paid vacation, floating holidays personal time pay or make-up time prior to taking non-paid leave time. These paid benefits will not be deducted from the 12 week non-paid leave period.

3. Employees may, at their sole discretion, elect to utilize any floating holiday, vacation, and/or personal paid time as part of the leave period, or as an addition to said leave period. However, the employees will not be paid for national holidays which fall during the leave period.
  4. Leave taken for birth or placement of a child may only be taken within 12 months after the birth or placement, and may not exceed 12 weeks per event.
  5. Eligible employees may take their leave in intermittent blocks of time in any increment of pay.
  6. Employees wishing to take non-paid leave may be required to provide medical certification of illness.
  7. Employees who are granted a non-paid family or non-paid medical leave of absence will have their insurance programs continued at the same premium deduction rate for up to 12 weeks from the time the non-paid leave begins. For each biweekly pay period beyond this point, the employees will pay the entire premium cost of health, dental, vision and life insurance that the employees wish to continue.
  8. Employees who are on a non-paid family or non-paid medical leave will not have their system service date adjusted.
  9. Employees returning from an authorized non-paid family or non-paid medical leave will be returned to their same position, or if not available due to organizational restructuring, to an equivalent position without jeopardizing any security or job rights.
  10. FMLA usage will run concurrent with short-term disability benefits for an employee's own serious health condition.
  11. FMLA usage will not be considered an occasion of absence.
  12. Family medical leave hours are not included in the calculation for daily and weekly overtime.
- C. In case of emergency in the immediate family, with prior supervisory approval, employees will be excused, without pay, for a reasonable length of time without jeopardizing any security or job rights.

#### 11.04 Funeral Leave, Co-Worker

Upon request and subject to Company needs, employees may be excused without pay to attend a co-worker's funeral.

### ARTICLE 12

#### EMPLOYEE HEALTH AND SAFETY

##### 12.01 Accident Prevention

- A. Both the Company and the Union recognize the importance of maintaining high standards of safety and health in order to prevent industrial injury and/or sickness.
- B. A joint Safety Committee will be established and bi-monthly meetings will be held. This Committee will assist the Company in carrying out the accident prevention program. The Union will designate its members of the Committee.
- C. The Union and the Company will cooperate to carry out any reasonable accident prevention program. Cooperation is required of the Company and the employees in promoting safety, through participation in safety meetings, lectures, training classes and education.
- D. It will be the responsibility of all employees to abide by the rules and regulations which govern safe working conditions. No employees will be required to perform work which is unsafe.

##### 12.02 Inclement Weather

- A. The Company will not require employees to do construction or maintenance work in exposed locations out of doors during continuous rain or storms, unless such work is necessary to protect life, property, or continuity of essential service, consistent with sound safety practices.
- B. Employees will not be required to lose time due to such weather conditions. However, the Company may provide work indoors at the adjusted base rate.
- C. When employees are required to work outside in bad weather, the Company will provide adequate rain protective clothing.

##### 12.03 Joint Accident Investigation

- A. A joint Accident Investigation Committee will be established on a district basis to investigate all on-the-job accidents resulting in injury and/or property damage. The Union will designate two representatives from each district's Safety committee to serve on the Accident Investigation Committee.

- B. The designated representatives will be required to satisfactorily complete an accident investigation training program designated by the company prior to participating on the Accident Investigation Committee. This program will be provided to the designated representatives at the Company's expense.
- C. When an accident is reported, the Company will secure one of the district's Accident Investigation Committee Union representatives to assist in the on-site investigation process. The final determination as to preventability of the accident will be made by the Company.

#### 12.04 Line Crews

Line Crews may be established of two or more persons, as long as safety conditions are maintained.

### ARTICLE 13

#### SENIORITY

##### 13.01 Definition of Seniority

- A. The term "seniority," as used in this Agreement, relates to specific preferences and privileges and shall be determined on the basis of continuous service in a job classification, and then in a department. Seniority shall be used in matters relating to the selection of hours, vacations, force adjustments, layoffs, job bidding, and involuntary transfers.
  - 1. When two or more employees have the same classification seniority date, the employee having the longer continuous department service date will be considered senior.
  - 2. When two or more employees have the same seniority date and same department service date, the employee having the longer accredited service date will be considered as senior.
- B. Seniority and accredited service shall be deemed to be broken by:
  - 1. Discharge for cause.
  - 2. Accepting employment for recompense by another employer on Company time
  - 3. Resignation from Company service.
  - 4. Layoff, due to lack of work, in excess of one year.

5. Voluntary absence from work for a period in excess of three days without notifying the Company.

### 13.02 Definition of Probation

- A. New employees shall be added to the seniority list as of the date of employment, but only after completion of 180 days of continuous employment, except rehired former employees that are placed in a classification they formerly held, will be added to the seniority list after completion of 60 days of continuous employment, if the return is within 36 months.
- B. Probationary Operators will not be assigned tours from the basic schedule and no Operator with less than six months' seniority shall be assigned to all night tours.
- C. When employees are transferred or bid to another report center in the same classification, they shall exercise full seniority immediately.
- D. When employees are transferred to a different classification, they shall begin accruing seniority in that classification on the effective date of such transfer, except that employees transferred as a result of a force adjustment to a classification which was previously held will exercise full seniority as if they had never left that classification. The earliest date available for the classification that the employees are being force adjusted into will be the classification seniority date.

### 13.03 Returning to the Operator Classification

Employees working in a higher classification returning to the Operator classification, will return with the seniority rights they had when they accepted the higher classification job. Exceptions to this will be made only because of special circumstances in individual cases, and when the Union and the Company are in agreement.

### 13.04 Non-Seniority Provisions

The right to lay off, rehire or discharge employees who are not on the seniority list may be exercised by the Company without any consideration of such employees' lengths of service or seniority. Such action shall not be subject to the grievance procedure; except that any new employees hired by the Company to fill a specific job within the 180-day probationary period who prove not qualified to handle the job, will be released at the time it is determined they are not qualified. If unqualified employees are not released within the 180-day period, this matter shall be subject to the grievance procedure.

## ARTICLE 14

### JOB OPPORTUNITIES

#### 14.01 Location Placement Process

Employees seeking to change work locations without changing their job classification, will submit a request in writing to management. When the company determines an opportunity becomes available at a work location management will review the qualifications of interested employees and make selections using the processes described in 14.02 and 14.03 below. Employees desiring to move from one district to another, as determined by the company, may be disqualified if they have active formal disciplinary action.

#### 14.02 Bid Process

- A. Notices of all job vacancies, when and where determined by the Company to exist, will be posted. The Company will seek to fill the vacancy from those employees bidding, based upon qualifications. When two or more employees are deemed by the Company to have substantially equal qualifications then the job will be awarded based upon seniority. Filling job vacancies with employees is preferred.
- B. Employees who feel qualified for a given vacancy and who are interested in the position, may apply to Human Resources according to the Company's practice.
- C. If no application is received from a qualified employee during the posting period the Company will have the right to fill the job from any available source. However, if employees are interested in this job and did not bid because they were on vacation or out sick, they may so notify their supervisor, in writing, regarding the job. If the job has not already been filled, these employees will be considered just as though they had bid in the first instance.
- D. Successful bidders on a new position will have 30 calendar days to reconsider their acceptance of the new position. The 30-day calendar period begins on the first work day in the new position. Successful bidders may choose to return to their previous job during this 30-day period. The employees' previous wages, benefits and seniority rights will remain intact.
- E. Supervision will have 30 calendar days to return the successful bidder to their previously held job. The company may extend this period in 30 calendar day intervals; the union will be notified. The employees' previous wages, benefits and seniority rights will remain intact.
- F. The Company agrees to furnish the Business Manager of the Union the names of all employee applications for job vacancies, and the name of the employee selected for the position.



#### 14.03 Eligibility

Employees may bid to job vacancies after completion of one year's service with their present position. With supervisory approval, employees with less than one year's service in their present position may submit a job bid. (See 15.04 for exception to rule.)

#### 14.04 Setting New Pay Rates When Selected on a Bid

- A. A wage schedule will be deemed "higher" if the maximum base rate for that wage schedule is higher than the maximum base rate of another wage schedule.
- B. Employees who successfully bid from a job in a lower wage schedule to a job in a higher wage schedule will be paid at the base rate in the higher wage schedule which is immediately higher than their current base rate. The converse will be true if employees are moving from a higher wage schedule to a lower wage schedule.
- C. When jobs are awarded to employees who are not at the maximum base-rate for their current wage schedule, the time already elapsed since their last wage progression increase will be credited. Employees who are at the maximum base rate for their current job and who move to a lower wage step in their new job will begin a six month wage progression cycle.
- D. The new pay rate will begin when employees begin their new assignments. Assignments will begin as soon as practical, as determined by the company, not to exceed 90 calendar days.

#### 14.05 Establishing Seniority

Employees awarded a job will begin accruing seniority on the job post date.

### ARTICLE 15

#### WORK FORCE ADJUSTMENTS

#### 15.01 Reduction in Headcount Overall

- A. When the Company determines that it is necessary to adjust a work group, except as provided in 15.02, the Company will provide written notification to the Union and the employees to be affected not less than ten working days prior to the effective date of the reduction.
  - 1. In such work force adjustments, the Company will consider the qualifications of the employees and provided qualifications are substantially equal, employees with the least seniority shall be removed.

- B. Employees who have been notified that they will be removed from their work groups, may within five work days of such notice request in writing their desire to replace an employee anywhere in the Southern area in the employees' present classification, or in any previously held classification for which they remain qualified. If an employee's previously held classification has been eliminated, the employee shall have the right to replace an employee in any classification that presently performs the work of the eliminated classification.
- C. Employees who either refuse to exercise their rights above or who exhaust their rights above may be, at the discretion of the Company, reclassified to another vacant position, or be placed on part-time or temporary status, or be laid off.
- D. Employees exhausting their rights above as a result of the Company transferring work (as described in 15.09, A), who are reclassified to a lower classification will continue to be paid at their previous wage for six months following the effective date of transfer.

#### 15.02 No Reduction in Headcount Overall

In cases of work force adjustments where the Company is reducing a classification in one report center and increasing it in another report center, the Company will give consideration to the qualifications and seniority of the employees in the report center being reduced and transfer the required number of qualified employees to the report center being increased.

#### 15.03 Relocation Assistance For Work Force Adjustments

- A. Employees who are permanently transferred at the direction of the Company to a job at another reporting location which would require the employee to travel at least 35 miles (one-way) further from their current residence will be reimbursed for the cost of packing and transporting of normal household goods, if the employees relocate their residence within 12 months of the date of transfer.
- B. Reimbursement does not include unusual or extraordinary items such as wood working tools, and other hobby or craft type tools and equipment. In such cases the Company will arrange for the relocation including the moving of a mobile home.
- C. Reimbursement will be available only if the employee relocates his residence within 35 miles (one-way) of the new reporting location.

#### 15.04 Priority Return Provision

Employees force adjusted to an open position under Article 15, who bid, will be given priority in the bid procedure, when a posted vacancy occurs in their previous classification at their previous location, for which they are qualified and

- C. Employees who so elect in accordance with the agreement, 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 \$500.00 per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of \$24,000. Employees may elect to receive the total benefits, once calculated as above, in either a lump sum, or in 12 month, or 24 month, or 36 month, or 48 month equal payments.
- D. In no event shall the total of the Employee Income Protection payments exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.
- E. As used in this agreement, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- F. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of Sprint Corporation. Employees who elect a lump sum payment, and who are employed as noted above before a period of 12 months from the date of original separation, will be required to return to the Company a prorated portion of the original lump sum payment through a payment plan agreeable to both the Company and the employee. Full payment, however, must be made in six months or less.
- G. In the event of the death of a recipient of Employee Income Protection payments before all of the monthly payments to which he is entitled have been made, the remaining amount shall be paid to the individual's estate.
- H. When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this agreement, the Company may lay off employees as provided under other provisions of this agreement.

#### 15.06 Termination Allowance

- A. All employees who have accredited service in excess of one year, and that are not eligible for "EIPP" or that waive any rights to "EIPP" as described in 15.05 of this Agreement, that are laid off as a result of a work force adjustment shall receive termination pay equal to one week of pay for each full year of service up to a maximum of 26 weeks, provided that such allowance will be paid for time actually lost because of layoff.
- B. Employees who are laid off may choose to receive a biweekly distribution or lump sum payment. Employees electing biweekly payments will be paid at the end of payroll periods for time lost to date. This allowance shall be in addition to any earned vacation payments due.

eligible to bid. This priority is valid for bids occurring within 36 months of the work force adjustment. Accrued seniority will be as if they were never force adjusted.

#### 15.05 Employee Income Protection Plan

- A. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignment of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the affected job titles and work locations who have at least 20 years of continuous service (as defined in the Sprint Retirement Pension Plan) and whose age is at least 55 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described below are subject to the following conditions:
1. The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this agreement. Neither such determinations by the Company nor any other part of this agreement shall be subject to arbitration.
  2. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
  3. An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within 30 days from the date the Company makes the notification of any such change or surplus in order to be effective and such election may only be revoked within such 30 day period.
  4. Employees who elect to receive benefits under the provisions of this agreement shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.
- B. Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with this agreement begin within one month after such employee has left the service of the Company.

### 15.07 Rehire/Recall Procedure

Rehiring after layoff within 18 months, provided qualifications are sufficient, will be in the inverse order in which the employees were laid off. When such laid off employees are offered re-employment, they will be given at least 21 days' advance notice, sent to their last known address. If employees fail to report as requested in the notice, their seniority rights shall cease. If later hired they will be employed as a new employee. The Company will furnish the Union with copies of all such notices.

### 15.08 Contracting Work - The Company agrees it will not contract out any of the work which is ordinarily performed by it's regular employees covered by this Agreement if -

- A. as a result, it would be necessary to lay off, or part time, regular employees who are trained and otherwise able to perform the work and who have seniority status under this agreement.
- B. so doing would prevent the rehiring of any employees laid off who are trained and otherwise able to perform the work and who have seniority status under this Agreement.

### 15.09 Transfer of Work

- A. The foregoing prohibition in 15.08 above does not apply to the consolidation or transfer of work outside of the jurisdiction of Local 199. In such cases the Company shall advise the Union sixty days in advance of it's intention to consolidate or transfer work prior to implementing such changes. If the consolidation or transfer of work results in the layoff or reassignment of employees, impacted employees will be entitled to all rights outlined in Article 15 of this Agreement.
- B. If work is transferred to a company location outside of the jurisdiction of the union, the company agrees if vacancies exist at the new location, willing employees may follow the work; provided such transfers do not violate the work rules of bargaining units that may represent the work at the new location.

## ARTICLE 16

### DISCIPLINARY ACTION

### 16.01 Disciplinary Procedures

In cases where disciplinary action is taken against an employee by the Company, the supervisor shall proceed immediately to discuss the matter with a duly accredited Union representative if requested by the employee or the Union representative.

## 16.02 Discipline for Performance Reasons

- A. In the event the cause for discharge of an employee is based upon actual performance of work failing to meet proper quality or quantity standards, the employee will not be discharged unless warned and given a reasonable opportunity to meet standards. The warning envisioned in this paragraph is applicable only in the event of an unintentional deficiency.
- B. No employee will be discharged without specific reasons being given at the time of discharge. A written notification including reason for discharge will be furnished to the Union and the employee immediately.

## 16.03 Corrective Action Records

Corrective action documents will be removed from all files (except the legal file) after 12 months (24 months for corrective action related to safety issues and gross misconduct) provided employees do not receive further disciplinary actions.

## ARTICLE 17

### UNION DUES DEDUCTION

- 17.01 The Company agrees, upon the written individual request of any employee who is represented by the Union, to deduct from the pay of such employee amounts certified by the Financial Secretary of the Union as Union dues. Such deduction will be made from the first pay check of each month and will continue until and unless said authority is revoked in writing by the employee. The total sum deducted for this purpose shall be paid by the Company to the Financial Secretary of the Union not later than ten days after pay deduction, accompanied by a list of the employees who have been added to or removed from the roster. In the event employee dues are not deducted, a deduction will be made the following pay period.
- 17.02 The Union agrees to hold the Company harmless from any claims or actions growing out of these deductions made or commenced by any employee against employer. The Union assumes full responsibility for the disposition of the funds deducted once they have been turned over to the Financial Secretary of the Union.

## ARTICLE 18

### INSURANCE BENEFITS

#### 18.01 Insurance Benefits

- A. Effective August 8, 2001, and continuing for the life of this Agreement, the Company agrees, subject to the limitations described below, to include employees in the FlexCare Plan as it is applicable to exempt employees of the Company. The components of the FlexCare Plan available to employees include the following benefit options: Medical, Dental, Vision Care, Health Care Reimbursement Account, Dependent Day Care Reimbursement Account, Employee Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance.
- B. The Company agrees to provide eligible employees with Basic Long-Term disability coverage and to pay the premium for such coverage. Supplemental Long-Term disability coverage will be offered under the FlexCare Plan. Supplemental Long-Term disability premiums will be the same as those applicable to exempt employees.
- C. In order to provide employees with an alternate plan to the basic indemnity medical plan the Company in its sole discretion, in any manner or through any organization, including but not limited to, a program or programs provided by arrangement with a hospital plan corporation, professional health service organization or similar plan or organization, through a preferred provider arrangement, through a self-insured plan, or through a combination of any such methods, may provide an alternate to the basic indemnity plan. Employees will be free to elect or not elect coverage under any alternate plan offered by the Company and under no circumstances will employees be forced to accept the alternate plan.
- D. The Company, in its sole discretion, may at any time amend or cancel any alternate plan it chooses to offer, but in the event of cancellation or other substantial amendment, any employee adversely effected shall be permitted coverage under the basic indemnity plan.
- E. The annual price tags for the medical care and dental care options will be the same as those applicable to exempt employees of the Company. On an annual basis, employees will also be credited with benefit dollars equivalent to the cost of one times the base pay on the first day of each FlexCare plan year for the employee life insurance and accidental death and dismemberment insurance options. No additional benefit dollars will be provided for the other options in the FlexCare Plan.
- F. In addition, at its sole discretion, the Company 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 sufficient notice is given.

- G. As provided in the various Summary Plan Descriptions, which were presented to the Bargaining Unit on April 20, 2001, the Company reserves the right to amend or terminate any one of the various components of the FlexCare Plan at any time. The deductible and maximum out-of-pocket amounts for certain health care options may change annually so long as the changes are uniformly applied to all eligible employees.

## ARTICLE 19

### PENSION PLAN

19.01 The Company has adopted the Sprint Retirement Pension Plan (the, "Retirement Pension Plan") and agrees to include employees covered by this Agreement as members of such Retirement Pension Plan in accordance with the Retirement Pension Plan Agreement, which by reference thereto is incorporated herein and made a part of this Agreement, said Retirement Pension 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 Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer Retirement Pension Plan in an orderly and efficient manner.

Any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

#### Section 1. Sprint Retirement Pension Plan

The Company agrees to provide Covered Members, through the Sprint Retirement Pension Plan (the Retirement Pension Plan"), the benefits hereinafter specified in this Agreement effective August 8, 2001. 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 SPRINT - FLORIDA, INC. represented by Local 199, International Brotherhood of Electrical Workers, who is a member of the Pension Plan pursuant to Article 2 of the Pension Plan.



The provisions of the Pension Plan, other than 3.2, 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 Pension Plan other than those referred to specifically in this document, are incorporated herein by reference and shall be in full force and effect provided that continuous service and credited service shall be determined in accordance with the provisions of Sections 1.13(b) and 1.15(b) respectively of the Pension Plan, except as specifically provided to the contrary herein.

Anything contained in the Retirement Pension Plan to the contrary, notwithstanding the tables of monthly benefit per year of service hereinafter described, shall apply to a Covered Member until revised by a subsequent Pension Agreement. This Pension Agreement shall terminate when the contract between the Company and the Bargaining Unit terminates. Upon the termination of the Pension Agreement, if as of such date a subsequent Pension Agreement between SPRINT - FLORIDA, INC. and Local 199, 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 of the Retirement Pension Plan. A Covered Member may retire as provided in the Pension Plan following such termination date and receive the retirement allowance determined as of the termination date, provided, that such allowance shall be adjusted as provided in the Retirement Pension Plan if it is paid in a form other than a life annuity or commences on a day other than the Covered Member's normal retirement date, as defined in the Retirement Pension Plan.

## Section 2. Eligibility for Benefits

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

## Section 3. Amount of Allowances

(a) The amount of retirement allowance payable in the form of a life annuity to a Covered Member who retires under normal or early retirement under Article 3 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 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 5/24 of 1% for each month by which the Covered Member's actual retirement date precedes his normal retirement date.

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

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

(e) Upon the death of a Covered Member described in Article 8 of the Retirement Pension Plan prior to his normal retirement date or his retirement, whichever occurs first, an allowance shall be payable to and for the life of his surviving spouse, provided that he and said spouse have been married throughout the one-year period ending on the date of his death. The amount of the spouse's allowance payable to an eligible spouse shall be the benefit described in paragraph (a) above which would have been payable to such spouse had the Covered Member retired early in accordance with Section 1.20 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 55, the benefit described in paragraph (a) above shall be that which applies at age 55.

-MONTHLY-BENEFIT PER YEAR OF SERVICE -  
July 29, 2001 TO JUNE 30, 2002

| JOB CLASSIFICATION | AGES 65-70 | AGE 64 | AGE 63 | AGE 62 | AGE 61 | AGE 60 | AGE 59 | AGE 58 | AGE 57 | AGE 56 | AGE 55 |
|--------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1. SCHEDULE 1      | 25.30      | 24.00  | 22.80  | 21.50  | 20.20  | 19.00  | 17.70  | 16.40  | 15.20  | 13.90  | 12.70  |
| 2. SCHEDULE 2      | 29.20      | 27.70  | 26.30  | 24.80  | 23.40  | 21.90  | 20.40  | 19.00  | 17.50  | 16.10  | 14.60  |
| 3. SCHEDULE 3      | 29.70      | 28.20  | 26.70  | 25.20  | 23.80  | 22.30  | 20.80  | 19.30  | 17.80  | 16.30  | 14.90  |
| 4. SCHEDULE 4      | 30.20      | 28.70  | 27.20  | 25.70  | 24.20  | 22.70  | 21.10  | 19.60  | 18.10  | 16.60  | 15.10  |
| 5. SCHEDULE 5      | 34.60      | 32.90  | 31.10  | 29.40  | 27.70  | 26.00  | 24.20  | 22.50  | 20.80  | 19.00  | 17.30  |
| 6. SCHEDULE 5A     | 34.60      | 32.90  | 31.10  | 29.40  | 27.70  | 26.00  | 24.20  | 22.50  | 20.80  | 19.00  | 17.30  |
| 7. SCHEDULE 6      | 35.90      | 34.10  | 32.30  | 30.50  | 28.70  | 26.90  | 25.10  | 23.30  | 21.50  | 19.70  | 18.00  |
| 8. SCHEDULE 6A     | 31.60      | 30.00  | 28.40  | 26.90  | 25.30  | 23.70  | 22.10  | 20.50  | 19.00  | 17.40  | 15.80  |
| 9. SCHEDULE 7      | 39.40      | 37.40  | 35.50  | 33.50  | 31.50  | 29.60  | 27.60  | 25.60  | 23.60  | 21.70  | 19.70  |
| 10. SCHEDULE 8     | 43.30      | 41.10  | 39.00  | 36.80  | 34.60  | 32.50  | 30.30  | 28.10  | 26.00  | 23.80  | 21.70  |
| 11. SCHEDULE 9     | 44.90      | 42.70  | 40.40  | 38.20  | 35.90  | 33.70  | 31.40  | 29.20  | 26.90  | 24.70  | 22.50  |
| 12. SCHEDULE 9A    | 45.10      | 42.80  | 40.60  | 38.30  | 36.10  | 33.80  | 31.60  | 29.30  | 27.10  | 24.80  | 22.60  |
| 13. SCHEDULE 9B    | 45.40      | 43.10  | 40.90  | 38.60  | 36.30  | 34.10  | 31.80  | 29.50  | 27.20  | 25.00  | 22.70  |
| 14. SCHEDULE 9C    | 47.70      | 45.30  | 42.90  | 40.50  | 38.20  | 35.80  | 33.40  | 31.00  | 28.60  | 26.20  | 23.90  |
| 15. SCHEDULE 9D    | 45.80      | 43.50  | 41.20  | 38.90  | 36.60  | 34.40  | 32.10  | 29.80  | 27.50  | 25.20  | 22.90  |
| 16. SCHEDULE 9E    | 46.20      | 43.90  | 41.60  | 39.30  | 37.00  | 34.70  | 32.30  | 30.00  | 27.70  | 25.40  | 23.10  |

MONTHLY BENEFIT PER YEAR OF SERVICE  
JULY 01, 2002 TO JUNE 30, 2003

| JOB CLASSIFICATION | AGES 65-70 | AGE 64 | AGE 63 | AGE 62 | AGE 61 | AGE 60 | AGE 59 | AGE 58 | AGE 57 | AGE 56 | AGE 55 |
|--------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1. SCHEDULE 1      | 26.10      | 24.80  | 23.50  | 22.20  | 20.90  | 19.60  | 18.30  | 17.00  | 15.70  | 14.40  | 13.10  |
| 2. SCHEDULE 2      | 30.20      | 28.70  | 27.20  | 25.70  | 24.20  | 22.70  | 21.10  | 19.60  | 18.10  | 16.60  | 15.10  |
| 3. SCHEDULE 3      | 30.70      | 29.20  | 27.60  | 26.10  | 24.60  | 23.00  | 21.50  | 20.00  | 18.40  | 16.90  | 15.40  |
| 4. SCHEDULE 4      | 31.10      | 29.50  | 28.00  | 26.40  | 24.90  | 23.30  | 21.80  | 20.20  | 18.70  | 17.10  | 15.60  |
| 5. SCHEDULE 5      | 35.70      | 33.90  | 32.10  | 30.30  | 28.60  | 26.80  | 25.00  | 23.20  | 21.40  | 19.60  | 17.90  |
| 6. SCHEDULE 5A     | 35.70      | 33.90  | 32.10  | 30.30  | 28.60  | 26.80  | 25.00  | 23.20  | 21.40  | 19.60  | 17.90  |
| 7. SCHEDULE 6      | 37.10      | 35.20  | 33.40  | 31.50  | 29.70  | 27.80  | 26.00  | 24.10  | 22.30  | 20.40  | 18.60  |
| 8. SCHEDULE 6A     | 33.30      | 31.60  | 30.00  | 28.30  | 26.60  | 25.00  | 23.30  | 21.60  | 20.00  | 18.30  | 16.70  |
| 9. SCHEDULE 7      | 40.70      | 38.70  | 36.60  | 34.60  | 32.60  | 30.50  | 28.50  | 26.50  | 24.40  | 22.40  | 20.40  |
| 10. SCHEDULE 8     | 44.70      | 42.50  | 40.20  | 38.00  | 35.80  | 33.50  | 31.30  | 29.10  | 26.80  | 24.60  | 22.40  |
| 11. SCHEDULE 9     | 46.30      | 44.00  | 41.70  | 39.40  | 37.00  | 34.70  | 32.40  | 30.10  | 27.80  | 25.50  | 23.20  |
| 12. SCHEDULE 9A    | 46.60      | 44.30  | 41.90  | 39.60  | 37.30  | 35.00  | 32.60  | 30.30  | 28.00  | 25.60  | 23.30  |
| 13. SCHEDULE 9B    | 46.90      | 44.60  | 42.20  | 39.90  | 37.50  | 35.20  | 32.80  | 30.50  | 28.10  | 25.80  | 23.50  |
| 14. SCHEDULE 9C    | 49.20      | 46.70  | 44.30  | 41.80  | 39.40  | 36.90  | 34.40  | 32.00  | 29.50  | 27.10  | 24.60  |
| 15. SCHEDULE 9D    | 47.60      | 45.20  | 42.80  | 40.50  | 38.10  | 35.70  | 33.30  | 30.90  | 28.60  | 26.20  | 23.80  |
| 16. SCHEDULE 9E    | 48.50      | 46.10  | 43.70  | 41.20  | 38.80  | 36.40  | 34.00  | 31.50  | 29.10  | 26.70  | 24.30  |

MONTHLY BENEFIT PER YEAR OF SERVICE  
 JULY-01, 2003 TO JUNE-30, 2004

| JOB CLASSIFICATION | AGES 65-70 | AGE 64 | AGE 63 | AGE 62 | AGE 61 | AGE 60 | AGE 59 | AGE 58 | AGE 57 | AGE 56 | AGE 55 |
|--------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1. SCHEDULE 1      | 26.90      | 25.60  | 24.20  | 22.90  | 21.50  | 20.20  | 18.80  | 17.50  | 16.10  | 14.80  | 13.50  |
| 2. SCHEDULE 2      | 31.10      | 29.50  | 28.00  | 26.40  | 24.90  | 23.30  | 21.80  | 20.20  | 18.70  | 17.10  | 15.60  |
| 3. SCHEDULE 3      | 31.60      | 30.00  | 28.40  | 26.90  | 25.30  | 23.70  | 22.10  | 20.50  | 19.00  | 17.40  | 15.80  |
| 4. SCHEDULE 4      | 32.10      | 30.50  | 28.90  | 27.30  | 25.70  | 24.10  | 22.50  | 20.90  | 19.30  | 17.70  | 16.10  |
| 5. SCHEDULE 5      | 36.80      | 35.00  | 33.10  | 31.30  | 29.40  | 27.60  | 25.80  | 23.90  | 22.10  | 20.20  | 18.40  |
| 6. SCHEDULE 5A     | 36.80      | 35.00  | 33.10  | 31.30  | 29.40  | 27.60  | 25.80  | 23.90  | 22.10  | 20.20  | 18.40  |
| 7. SCHEDULE 6      | 38.20      | 36.30  | 34.40  | 32.50  | 30.60  | 28.70  | 26.70  | 24.80  | 22.90  | 21.00  | 19.10  |
| 8. SCHEDULE 6A     | 35.00      | 33.30  | 31.50  | 29.80  | 28.00  | 26.30  | 24.50  | 22.80  | 21.00  | 19.30  | 17.50  |
| 9. SCHEDULE 7      | 41.90      | 39.80  | 37.70  | 35.60  | 33.50  | 31.40  | 29.30  | 27.20  | 25.10  | 23.00  | 21.00  |
| 10. SCHEDULE 8     | 46.10      | 43.80  | 41.50  | 39.20  | 36.90  | 34.60  | 32.30  | 30.00  | 27.70  | 25.40  | 23.10  |
| 11. SCHEDULE 9     | 47.70      | 45.30  | 42.90  | 40.50  | 38.20  | 35.80  | 33.40  | 31.00  | 28.60  | 26.20  | 23.90  |
| 12. SCHEDULE 9A    | 47.90      | 45.50  | 43.10  | 40.70  | 38.30  | 35.90  | 33.50  | 31.10  | 28.70  | 26.30  | 24.00  |
| 13. SCHEDULE 9B    | 48.30      | 45.90  | 43.50  | 41.10  | 38.60  | 36.20  | 33.80  | 31.40  | 29.00  | 26.60  | 24.20  |
| 14. SCHEDULE 9C    | 50.50      | 48.00  | 45.50  | 42.90  | 40.40  | 37.90  | 35.40  | 32.80  | 30.30  | 27.80  | 25.30  |
| 15. SCHEDULE 9D    | 49.30      | 46.80  | 44.40  | 41.90  | 39.40  | 37.00  | 34.50  | 32.00  | 29.60  | 27.10  | 24.70  |
| 16. SCHEDULE 9E    | 50.60      | 48.10  | 45.50  | 43.00  | 40.50  | 38.00  | 35.40  | 32.90  | 30.40  | 27.80  | 25.30  |

## ARTICLE 20

### SPRINT RETIREMENT SAVINGS PLAN

#### **Sprint Retirement Savings Plan**

The Company has adopted the Sprint Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan") and agrees to include employees covered by this Agreement as members of such Retirement Savings Plan as soon as administratively feasible following ratification of this agreement, in accordance with the Retirement Savings Plan Agreement dated September 5, 1989 which by reference thereto is incorporated herein and made a part of this Agreement.

In addition, the Company agrees to withhold employee contributions as provided in said Retirement Savings Plan Agreement and to make Company contributions thereto.

Said Retirement Savings Plan Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for purposes of this Article 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 of 1986, as amended from time to time, and that the Trust implementing the Retirement Savings Plan is exempt from taxation under section 501(a) of said code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Savings Plan, or to administer said Retirement Savings Plan in an orderly and efficient manner.

Any such action taken by the Company in its sole discretion with respect to the Retirement Savings Plan shall apply to all similarly situated employees of the Company in a uniform manner.

#### **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 taxpreferred basis through the Sprint Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan"). Employee and Employer 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.

## Section 2. Basic Contributions

(a) Each Participant shall be allowed to have his wages reduced bi-weekly up to the appropriate maximum bi-weekly amount specified below. Such bi-weekly wage reductions shall be in multiples of \$2 and shall be contributed to the Participant's account. Such bi-weekly wage reduction shall be known as "Basic Contributions."

(b) The minimum Basic Contribution shall be \$10 for each biweekly pay period.

## Section 3. Supplemental Contributions

Each Participant who has had wages reduced by the appropriate maximum amount in Section 2 shall be allowed to have additional wages reduced in multiples of \$2, which amount shall not exceed the amount specified in Section 2. Such amount shall be known as "Supplemental Contributions."

### Biweekly Contributions

July 29, 2001 - June 30, 2004

| SCHEDULE   | BASIC CONTRIBUTION | PRE-TAX SUPPLEMENTAL |
|--|--------------------|----------------------|
| Schedule 1<br>Cashier<br>House Service Worker<br>Messenger   | \$10 - \$58        | \$2 - \$118          |
| Schedule 2<br>Operator   | \$10 - \$68        | \$2 - \$136          |
| Schedule 3<br>Associate-Commercial<br>Associate-Plant<br>Associate-Traffic<br>Building Operations Repair Person      | \$10 - \$70        | \$2 - \$138          |
| Schedule 4<br>Machine Operator   | \$10 - \$70        | \$2 - \$140          |
| Schedule 5 & 5A<br>Service Representative  | \$10 - \$80        | \$2 - \$160          |
| Schedule 6<br>Drafting Technician<br>Frame Attendant<br>Grid Map Specialist<br>Utility Person<br>Warehouse Attendant | \$10 - \$84        | \$2 - \$166          |
| Schedule 6A<br>Service Provisioning Specialist   | \$ 10 - \$78       | \$2 - \$154          |

|  |                     |                    |
|--|---------------------|--------------------|
| <b>Schedule 7</b>  | <b>\$10 - \$92</b>  | <b>\$2 - \$182</b> |
| Building Operations Mechanic<br>Broadband Technician<br>Vehicle Mechanic II  |                     |                    |
| <b>Schedule 8</b>  | <b>\$10 - \$100</b> | <b>\$2 - \$200</b> |
| I&R Collector<br>Line Technician<br>Vehicle Mechanic   |                     |                    |
| <b>Schedule 9</b>  | <b>\$10 - \$104</b> | <b>\$2 - \$208</b> |
| Facilities Technician<br>Testboard Technician  |                     |                    |
| <b>Schedule 9A</b>   | <b>\$10 - \$104</b> | <b>\$2 - \$208</b> |
| Building Operations Technician<br>Combination Technician   |                     |                    |
| <b>Schedule 9B</b>   | <b>\$10 - \$106</b> | <b>\$2 - \$210</b> |
| Business Technician<br>Central Office Installer<br>Central Office Technician<br>Service Technician<br>Toll Service Technician<br>Toll Technician |                     |                    |
| <b>Schedule 9C</b>   | <b>\$10 - \$110</b> | <b>\$2 - \$220</b> |
| Data Technician  |                     |                    |
| <b>Schedule 9D</b>   | <b>\$10 - \$108</b> | <b>\$2 - \$218</b> |
| Business Technician II   |                     |                    |
| <b>Schedule 9E</b>   | <b>\$10 - \$114</b> | <b>\$2 - \$226</b> |
| Business Technician III  |                     |                    |

#### **Section 4. Company Contributions**

- (a) The Company shall contribute the Company matching contribution equal to fifty percent (50%) of the Participant's bi-weekly Basic Contribution as specified in Section 2.
- (b) The Company will provide an increased Company contribution based on the same performance measurement standard that is used in the Retirement Savings Plan for non-represented employees.

Under the current measurement standard, on a quarterly basis, if the tracking stocks of the Company out perform the weighted average of a group of telecommunications companies, the Company will increase the dollar amount of its matching contribution by 30% in the second following quarter. In addition, for every full half-percentage point that the tracking stocks out perform the average (up to 5 percent) the dollar amount of Company match will go up another two (2)



percent. In total this means a potential increase in the Company matching amount of up to fifty (50) percent.

### **Section 5. Investment Options**

- (a) As provided for in the Retirement Savings Plan, a certain number of investment options (funds) will be available for Participant's to invest their own Contributions. The percentage of contributions allocated to any investment option shall be in whole percent increments with a minimum of five percent (5%) to an investment option.
- (b) The Company matching contribution for each Participant shall be invested in the Company Stock Fund 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 6. Automated Services**

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

These services include but are not necessarily limited to:

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

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 7. 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.

## ARTICLE 21

### GRIEVANCES

#### 21.01 Grievance Steps

- A. Should employees covered by this Agreement have a grievance arising as to the meaning, application, or interpretation of this Agreement, including the terms or conditions of the Agreement covered herein, an earnest effort to adjust such grievance satisfactorily to the parties will be made in the following manner.
- B. It is understood that casual corrections and necessary routine changes are not subject to this procedure unless the severity of the application creates a grievance within the terms of this Agreement.
- C. Step 1
1. It is contemplated by the parties that the initial step of this procedure shall be informal. It may be taken up by the aggrieved employee with the immediate supervisor or through the Job Steward with the immediate supervisor. In any event, it is distinctly understood and agreed that the Job Steward may be present at the employee's discretion and the Job Steward shall be present in any event when the grievance is adjusted or settled.
    - a. The grievance will be brought by the employee or by the employee through the Steward within seven calendar days of the occurrence of the event giving rise to the grievance or within seven calendar days of the time the employee knows of it or is reasonably charged with the knowledge of it; otherwise, the matter will not be considered a grievance within the meaning of this Agreement.
    - b. The Supervisor will answer in seven calendar days.
  2. It is understood and agreed by the parties that a class action type grievance may be filed by any employee who is directly involved, through and with the assistance of the Business Manager (and/or designee). In this case, the grievance will follow Step 1 as outlined above.
- D. Step 2
1. If the grievance is not satisfactorily adjusted as provided in Step 1, the grievance shall, within seven calendar days after the answer in Step 1, be reduced to writing, signed by the aggrieved employee and the Job Steward. The Grievance form consists of the original and three copies.

The original is presented to the supervisor, the yellow and pink copies are to be forwarded to the union office and the goldenrod copy will remain with the job steward.

- a. In the event the Business Manager (or his designee) feels that the grievance should be presented further, the Job Steward will retain one copy of the grievance, forward one copy to the grievant's immediate supervisor and forward two copies to the union office. The Business Manager will forward one copy to the Human Resources Department within seven calendar days of the receipt of the written grievance.
- b. For all grievances presented in Step 2, the supervisor will answer in writing in seven calendar days, to the presenting job steward.

#### E. Step 3

1. If the grievance has not been settled in the above step, the Business Manager (and/or designee) shall within seven calendar days request in writing a meeting with the Human Resources Department.
  - a. The Business Manager will arrange for a meeting with the Human Resources Department at a time mutually convenient for both. The parties understand that the intent of this language is; to provide for one meeting every eight weeks should third-step grievances exist.
  - b. The Business Manager (and/or designee) and the Union Grievance Committee, which shall consist of not more than two employees, shall meet with Human Resources.
  - c. Within fourteen calendar days, or a time agreed to by the parties, following such meeting, the Company representative will answer in writing to the Union.
  - d. In the event the Union decides to arbitrate the Company's last answer in Step 3, it must, within 14 calendar days of the disposition, notify the Company by letter (the postmark of the correspondence will be determinative) of its intent to arbitrate and to comply with the Arbitration provisions. If such written notification of the intent to arbitrate is not made within 14 calendar days, all parties may consider the grievance to be settled in accordance with the Step 3 position stated by the Company.

#### 21.02 Past Practices Provisions and Procedures

- A. The Company will continue in effect such generally recognized customs and practices as are now in effect and which are not covered by the terms of this

Agreement, but this shall not serve to deny the right of the Company to change customs or practices provided the following requirements are met:

1. The Company will give notice to the Union of the Company's intent to change what the Union claims to be a custom or practice and will state the reasons for the change.
  2. The Union, within seven days of receipt of the notice given above, may request a meeting with Company representatives if it so desires, in order to discuss the Union's position on the change, alternatives to the change, or objections to the change.
  3. During this meeting the Company and the Union will endeavor to reach a mutually satisfactory understanding with reference to the matter.
  4. In the event the Union still claims a "generally recognized custom or practice" and the Company is unable to agree that such is a custom or practice within the meaning of the first paragraph of this Section, or in the event the Union does not agree to the change or there is not a mutually acceptable alternative within two weeks of the Company's last stated position, the matter may be referred directly to impartial arbitration by the Union. The purpose of this arbitration will be for the arbitrator to determine:
    - a. Whether or not there is in fact such a custom or practice between the parties that binds the parties.
    - b. Whether or not the Company's action is based on discrimination because of Union activities, sympathies, desires, or because of race, color, religion, sex, national origin, age, marital status, disability, or veteran status.
    - c. Whether or not the Company has a legitimate business reason or purpose for the change.
    - d. Whether or not the change proposed is reasonable in light of the interests of both sides to the contract.
  5. The arbitrator will reverse or augment the instituted change in the event the Company's actions contravene the above conditions. The ruling of the arbitrator will go no further than necessary to resolve the dispute as set forth above, and his ruling in this matter will be final and binding.
- B. Unless the Union notifies the Company of its intent to arbitrate under this Section within two weeks of the Company's last stated position on the change, it will be deemed that the matter is satisfactorily settled or withdrawn.

1. The selection of the arbitrator and all other matters related to this special arbitration proceeding will be handled in the same way as provided in the general arbitration provision contained in this Agreement.

### 21.03 Disciplinary Grievances

Any grievance arising because of a disciplinary suspension or discharge shall be commenced at Step 3 of the grievance procedure by filing a grievance in writing with the Human Resources Department within seven calendar days of the date the grievant is notified of his disciplinary suspension or discharge. Thereafter, any such grievance shall be handled as provided in Step 3.

### 21.04 Grievance Form Statements

Written grievances shall set forth the acts involved, shall state the provisions of this Agreement alleged as not followed giving rise to the grievance, and shall also state the remedy desired.

### 21.05 Releasing Job Stewards

Upon request, the Job Stewards shall be excused if such is practicable at no loss of pay to settle grievances that arise in their respective jurisdictions. It is understood that because of service requirements, the Stewards may not always be released immediately, but the releasing shall not unreasonably be withheld.

### 21.06 Time Limits

The time limits herein above will be strictly observed. In the event that the Company fails to reply within the time limits provided, the Union may choose either of the following courses:

- A. It may immediately take the grievance to the next step of the grievance procedure; or
- B. It may, after the grievance has become a written grievance, notify the Company that if an answer is not forthcoming within seven calendar days of such notice, the grievance will be deemed to have merit.
- C. Should the Company's answer not be given within the within seven calendar day period provided in subparagraph B above, the grievance will be treated as having merit and the parties will make proper adjustment accordingly.
- D. Should the Company reply within the within seven calendar day period provided in subparagraph B above, there will be no forfeiture and the grievance will be processed thereafter in compliance with the remaining provisions of the grievance procedure.

- E. In addition, if the Union fails to abide by any time limits in the grievance procedure or does not withdraw the grievance, it will be deemed to be settled.

## ARTICLE 22

### ARBITRATION

#### 22.01 Selection of Arbitrator

- A. After receipt by the Company of timely Notice of Intent to arbitrate, the parties will within 90 calendar days apply in writing to the Director of the Federal Mediation and Conciliation Service for his designation of a list of seven arbitrators.
1. Upon receipt of this list, the parties shall, within fourteen calendar days, beginning with the Union, alternately strike, one at a time, six names from the list.
  2. The person whose name remains on the list shall be the arbitrator for the case to be arbitrated.
  3. In the event such arbitrator is unavailable to hear the matter within 45 days of the time of his selection by the parties, or within such other time as mutually agreeable to the parties, the parties shall reapply to the Director of the Federal Mediation and Conciliation Service for another list, and follow the foregoing provisions until an arbitrator is selected.
- B. Although the parties are not required to meet in order to mutually frame the issue to be arbitrated, that issue, even though contended by one of the parties, shall not be at variance with the express terms of this Agreement, including the time limits.
1. Unless it is mutually agreed otherwise, each grievance upon which arbitration is requested shall be handled by a separate arbitrator and separate hearing.
  2. The arbitrator shall have jurisdiction and authority to interpret and apply the applicable provisions of this Agreement to such grievances which are subject to arbitration under this Agreement and which are submitted in accordance with the applicable provisions thereof. Such application or interpretation must be in accordance with the spirit and letter of this Agreement.
  3. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify, or modify any of the terms of this Agreement or impair any of the

rights reserved to management by the terms hereof, either directly or indirectly under the guise of interpretation.

#### 22.02 Hearing Procedure

- A. Hearings before the arbitrator shall be conducted in accordance with the rules of the American Arbitration Association or Federal Mediation and Conciliation Service.
- B. The arbitrator shall promptly hear such evidence and testimony, and consider such matters as may be relevant and material, and shall as promptly as possible reach and prepare a written decision, including his reasons therefore.
- C. The arbitrator shall be bound by the facts and evidence submitted to him in the hearing and may not go beyond the terms of this Agreement in rendering his decision. No such decision may include or deal with any issue not directly involved in the grievance submitted to him.
- D. The decision of the arbitrator when rendered upon a matter within his authority and within the scope of matters subject to arbitration, as specified in this Agreement, shall be final and binding upon the parties, but shall be void insofar as such decision exceeds his authority or passes on matters not expressly made subject to arbitration under this Agreement.

#### 22.03 Arbitration Expenses

Each party shall be responsible for one-half of the expenses and fees of the arbitration.

### ARTICLE 23

#### THE AGREEMENT

#### 23.01 Effective Date of Agreement

This Agreement will take effect August 8, 2001 and will remain in effect through June 30, 2004. It will continue in effect from year to year thereafter unless changed or terminated in the way later provided herein.

#### 23.02 Amendments to Agreement

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, and be signed by representatives of both parties.

### 23.03 Separations and Savings Clause (Applicable Laws)

Nothing in this Agreement shall be construed to require either of the parties hereto to act contrary to any state or federal law, regulation, governmental authority or declaration. 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 the law, order regulation or declaration.

### 23.04 Change or Termination of This Agreement

- A. Either party desiring to change or terminate this Agreement shall notify the other in writing at least 60 days prior to June 30, 2004. Whenever notice is given for changes, the nature of the changes desired shall be specified in the notice.
- C. At any time after the anniversary date, during which period the parties are negotiating on a renewal agreement and no such agreement has been reached, then either party may give written notice of its intent to terminate the Agreement in 10 days.

### 23.05 Employees Covered by This Agreement

- A. The provisions of this Agreement, except base rates and working hours, shall not apply to any temporary or part-time employees or those working as full-time employees who have not had 180 days of continuous service with the Company. During the probationary period, new employees may be laid off or discharged or otherwise disciplined at the sole discretion of the Company and such lay off or discharge or other disciplinary action may not be made the basis of any claim or grievance against the Company either by the probationary employee or the Union.
- B. Any temporary or part-time employee will receive credit toward progression wage increases on the basis of actual hours of work performed.

## ARTICLE 24

### SUBSTANCE ABUSE

- 24.01 The Company and Local No. 199, International Brotherhood of Electrical Workers (IBEW) agree that the Company has the right to issue a Substance Abuse Policy.

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



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

#### 24.02 Substance Abuse Policy Statement

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

#### 24.03 Background

Any use of alcohol, or drugs, or prescription drugs, or controlled substances which causes intoxication or impairment while on the job poses a risk to the employer, the affected employee, co-workers, and potentially the public. Recognizing that alcohol, drug, and substance abuses are illnesses, the Company is committed to practicing prevention and rehabilitation rather than discipline, whenever possible. Prevention and rehabilitation are the major thrust of this policy.

#### 24.04 Communications and Training

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

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

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

#### 24.05 Definitions - For the purpose of this policy, the following definitions apply:

- **Alcohol Abuse:** The consumption of alcohol such that it impairs attendance, conduct, or the performance of on-the-job duties.
- **Controlled Substance:** Any substance for which the purchase, sale, possession, transfer, or consumption is illegal.

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

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

24.07 Reasonable Cause - Reasonable cause for suspicion is defined as:

Aberrant or unusual on-duty behavior of an employee which is observed by a supervisor or management employee and confirmed by a second supervisor or management employee.

This behavior may include, but is not limited to, the following:

- Observed alcohol/drug use during working hours
- Presence of physical/psychological symptoms commonly associated with substance abuse such as (but not limited to):
- Impairment of motor functions
- Slurred speech
- Incoherent or irrational statements

- Drowsiness
- Odor of alcohol or marijuana on employee
- Extreme weight loss
- Red eyes
- Running nose or sniffing
- Lack of physical coordination
- Frequent or extreme mood changes or demonstrations of irrational behavior
- Deteriorating work performance and/or attendance problems not attributable to other factors such as (but not limited to):
- Deterioration of work quantity or quality
- A demonstrated and sudden lack of concentration
- Failure to complete job assignments
- Safety violations
- Frequent absences, tardiness, or leaving the job early
- Unexplained absences from the work area
- Deterioration in dress and/or grooming
- Significant, unexplained changes in personal behavior

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

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

Based on the information obtained from the employee and discussed with the employee relations section of Human Resources, the employee may be directed to submit to toxicology testing. This testing is designed to detect the presence of alcohol or controlled substances. Testing will be in accordance with the procedure set forth in section 24.08.

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

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

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

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

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

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

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

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

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

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

#### 24.09 Positive Test Results

If the results of the test show the employee (during the workday) was under the influence of alcohol, drugs, or controlled substances, the employee shall be so advised by the company's MRO on a confidential basis prior to the reporting of the results to the company. The employee shall have the opportunity to discuss

and explain the results, including the right to advise the company's MRO of any medication prescribed by his/her own physician which may have affected the results of the test. The employee will be given the opportunity for professional help when it is the employee's first offense.

#### 24.10 Employee Assistance Program

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

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

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

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

## LETTER OF AGREEMENT

RE: Pay for Performance Compensation Plan (PFP) for Service Representatives  
Schedule 5A

Effective with the first calendar day of the month following contract ratification, the Pay for Performance Compensation Plan will be implemented. For pension, savings, and flex benefit dollars, employees covered by the Pay for Performance Compensation Plan will be treated at the Schedule 5 negotiated wage level on an annual basis.

Under the Pay for Performance Compensation Plan (PFP), on line Service Representatives shall have the opportunity to begin earning pay-outs according to the parameters of the plan. Eligible employees shall be guaranteed the schedule 5A annual negotiated wage plus any incentive compensation earned.

Employees will begin earning incentive according to the parameters of the PFP plan. Employees will receive a daily schedule of incentive eligibility earnings that can be used to track monthly sales objectives and earnings.

For tax purposes, incentive dollars are to be treated as regular income (and not grossed up). Incentive earnings will be taxed at the applicable tax rate.

Employees will receive incentive earnings in the second paycheck of the month following their sales. Should incentive earnings not be received they may appeal to their second line of management. If the issue is not resolved satisfactorily the grievance procedure as outlined in Article 21 may be followed.

Quarterly meetings will be convened between the union to discuss the sales objectives. During this meeting, the company will advise the union of the number of employees who have failed to meet the monthly sales objectives and steps taken for coaching and training.

Service Representatives who continue to have customer contact without having a sales quota shall not be eligible for the Pay for Performance Compensation Plan (PFP). They shall be paid as on Schedule 5.

Unless otherwise specifically noted above, the company and union both agree the company may unilaterally modify, delete or change the criteria or parameters of the Pay for Performance Plan.

## LETTER OF AGREEMENT

### RE: Compressed Work Week Guidelines

The following guidelines will be used for compressed workweek.

1. Tours will generally be scheduled from 8am to 7pm with a one hour lunch midway through the scheduled tour.
2. Vacation days will generally be based on hours. Thus single days of vacation taken within a workweek would equal ten hours per day.
3. Sick time will be based on the employee's schedule for that period of time. If the employee is scheduled for five eight hour days, then the employee will be paid (based on available benefits) eight hours per day. If the employee is scheduled for four ten hour days, the employee will be paid ten hours per day.
4. Employees will receive eight hours of pay for floating and/or company recognized national holidays. If the employee is scheduled for four ten hour days, the employee will have three options available.
  - A. The employee may elect to take two hours of vacation in addition to the eight hours of holiday pay.
  - B. The employee may elect to take two hours without pay (coded as company initiated excused time) in conjunction with the eight hours of holiday pay.
  - C. The employee may take eight hours holiday pay and then work four eight hour days.

The employees, the immediate manager, and a representative of the local union will resolve any situations not covered herein.

## **Letter of Agreement**

### **Retail Sales Associates**

To clarify job responsibilities regarding Company Retail Sales Centers operating within the jurisdiction of the Union, the Company and Union agree to the following:

This position of Retail Sales Consultant is responsible for commission sales to new and current customers in Company owned stores. The Retail Sales Consultant will access Company systems to review customer accounts, however shall not enter service order. The position of Retail Sales Consultant is not a position represented by the Union.

The position of Cashier will be filled by the represented title of Associate Commercial. Associates Commercial will have access to Company systems for the purpose of completing orders initiated by the Retail Sales Consultant.



**Letter of Agreement**  
**BMG TEC Certification**

This agreement provides for additional compensation to Business Technicians who successfully complete certification as described below. The additional compensations are reflected in the attached wage schedules. Business Technicians in schedules 9B, 9D, and 9E are considered the same classification.

There will be three levels of pay for Business Technicians, as follows:

Schedule 9B - Business Technicians choosing not to certify.

Schedule 9D - Business Technicians achieving Core certification.

Schedule 9E - Business Technicians achieving Advanced certification.

The Company will determine the level of certification available to interested Business Technicians. This determination will be made based on the type of work most often performed by the Business Technician or as directed by the Company in accordance with business needs. Business Technicians who successfully pass the Business Marketing Certification program test requirements (both written and performance based tests) will become eligible for the appropriate increase in pay.

Certification is voluntary. The opportunity for certification testing for the Business Marketing Certification program will be offered to available employees in order of their work group seniority.

Once certified, employees will not be decertified due to technological changes prior to being offered the opportunity for the formal training required to remain certified. Any employee failing to complete the required training or electing not to be trained further, may be decertified.

The Company reserves the right to amend, modify or delete, in part or in whole, the certification requirements as business needs and technological changes dictate. Additionally, the company reserves the right to suspend new participation should business needs dictate.

## Letter of Agreement

### **VOLUNTARY BENEFITS PROGRAM**

Effective August 8, 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 be limited to, Automobile Insurance, Homeowners Insurance and Long Term Care Insurance coverages.

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

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

**Schedule No. 1**  
**Cashier**  
**House Service Worker**  
**Messenger**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 5.46                    | \$ 5.62                   | \$ 5.79                   |
| 6 months  | 5.95                       | 6.13                      | 6.31                      |
| 12 months | 6.49                       | 6.68                      | 6.88                      |
| 18 months | 7.08                       | 7.28                      | 7.50                      |
| 24 months | 7.72                       | 7.94                      | 8.18                      |
| 30 months | 8.42                       | 8.66                      | 8.92                      |
| 36 months | 9.18                       | 9.44                      | 9.73                      |
| 42 months | 10.01                      | 10.29                     | 10.61                     |
| 48 months | 10.91                      | 11.22                     | 11.57                     |
| 54 months | 11.88                      | 12.24                     | 12.61                     |

**Schedule No. 2**  
**Operator**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 6.31                    | \$ 6.50                   | \$ 6.70                   |
| 6 months  | 6.88                       | 7.09                      | 7.30                      |
| 12 months | 7.50                       | 7.73                      | 7.96                      |
| 18 months | 8.18                       | 8.43                      | 8.68                      |
| 24 months | 8.92                       | 9.19                      | 9.46                      |
| 30 months | 9.72                       | 10.02                     | 10.31                     |
| 36 months | 10.60                      | 10.92                     | 11.24                     |
| 42 months | 11.56                      | 11.90                     | 12.25                     |
| 48 months | 12.60                      | 12.97                     | 13.35                     |
| 54 months | 13.73                      | 14.14                     | 14.56                     |

**Schedule No. 3**  
**Associate – Commercial**  
**Associate – Plant**  
**Associate – Traffic**  
**Building Operations Repair Person**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 6.42                    | \$ 6.61                   | \$ 6.81                   |
| 6 months  | 7.00                       | 7.21                      | 7.42                      |
| 12 months | 7.63                       | 7.86                      | 8.09                      |
| 18 months | 8.32                       | 8.57                      | 8.82                      |
| 24 months | 9.07                       | 9.34                      | 9.62                      |
| 30 months | 9.89                       | 10.18                     | 10.49                     |
| 36 months | 10.78                      | 11.10                     | 11.44                     |
| 42 months | 11.75                      | 12.10                     | 12.47                     |
| 48 months | 12.81                      | 13.19                     | 13.59                     |
| 54 months | 13.96                      | 14.38                     | 14.81                     |

**Schedule No. 4**  
**Machine Operator**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 6.52                    | \$ 6.72                   | \$ 6.92                   |
| 6 months  | 7.11                       | 7.32                      | 7.54                      |
| 12 months | 7.75                       | 7.98                      | 8.22                      |
| 18 months | 8.45                       | 8.70                      | 8.96                      |
| 24 months | 9.21                       | 9.48                      | 9.77                      |
| 30 months | 10.04                      | 10.33                     | 10.65                     |
| 36 months | 10.94                      | 11.26                     | 11.61                     |
| 42 months | 11.92                      | 12.27                     | 12.65                     |
| 48 months | 12.99                      | 13.37                     | 13.79                     |
| 54 months | 14.16                      | 14.58                     | 15.02                     |

**Schedule No. 5**  
**Service Representative**  
**No Incentive Comp**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 7.48                    | \$ 7.70                   | \$ 7.93                   |
| 6 months  | 8.15                       | 8.39                      | 8.64                      |
| 12 months | 8.88                       | 9.15                      | 9.42                      |
| 18 months | 9.68                       | 9.97                      | 10.27                     |
| 24 months | 10.55                      | 10.87                     | 11.20                     |
| 30 months | 11.50                      | 11.85                     | 12.21                     |
| 36 months | 12.54                      | 12.92                     | 13.31                     |
| 42 months | 13.67                      | 14.08                     | 14.51                     |
| 48 months | 14.90                      | 15.35                     | 15.82                     |
| 54 months | 16.25                      | 16.74                     | 17.24                     |

**Schedule No. 5A**  
**Service Representative**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 6.66                    | \$ 6.66                   | \$ 6.66                   |
| 6 months  | 6.95                       | 6.95                      | 6.95                      |
| 12 months | 7.38                       | 7.38                      | 7.38                      |
| 18 months | 7.96                       | 7.96                      | 7.96                      |
| 24 months | 8.68                       | 8.68                      | 8.68                      |
| 30 months | 9.55                       | 9.55                      | 9.55                      |
| 36 months | 10.56                      | 10.56                     | 10.56                     |
| 42 months | 11.72                      | 11.72                     | 11.72                     |
| 48 months | 13.02                      | 13.02                     | 13.02                     |
| 54 months | 14.47                      | 14.47                     | 14.47                     |

**Schedule No. 6**  
**Drafting Technician**  
**Frame Attendant**  
**Grid Map Specialist**  
**Utility Person**  
**Warehouse Attendant**

|              | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|--------------|----------------------------|---------------------------|---------------------------|
| <b>Start</b> | <b>\$ 7.77</b>             | <b>\$ 8.00</b>            | <b>\$ 8.24</b>            |
| 6 months     | 8.47                       | 8.72                      | 8.98                      |
| 12 months    | 9.23                       | 9.51                      | 9.79                      |
| 18 months    | 10.06                      | 10.37                     | 10.67                     |
| 24 months    | 10.96                      | 11.30                     | 11.63                     |
| 30 months    | 11.95                      | 12.32                     | 12.68                     |
| 36 months    | 13.03                      | 13.43                     | 13.82                     |
| 42 months    | 14.20                      | 14.64                     | 15.06                     |
| 48 months    | 15.48                      | 15.96                     | 16.42                     |
| 54 months    | 16.87                      | 17.38                     | 17.90                     |

**Schedule No. 6A**  
**Service Provisioning Specialist**

|              | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|--------------|----------------------------|---------------------------|---------------------------|
| <b>Start</b> | <b>\$ 7.20</b>             | <b>\$ 7.42</b>            | <b>\$ 7.64</b>            |
| 6 months     | 7.85                       | 8.09                      | 8.33                      |
| 12 months    | 8.56                       | 8.82                      | 9.08                      |
| 18 months    | 9.33                       | 9.61                      | 9.90                      |
| 24 months    | 10.17                      | 10.48                     | 10.79                     |
| 30 months    | 11.09                      | 11.42                     | 11.76                     |
| 36 months    | 12.09                      | 12.45                     | 12.82                     |
| 42 months    | 13.18                      | 13.57                     | 13.97                     |
| 48 months    | 14.37                      | 14.79                     | 15.23                     |
| 54 months    | 15.65                      | 16.12                     | 16.60                     |

**Schedule No. 7**  
**Building Operations Mechanic**  
**Broadband Technician**  
**Vehicle Mechanic II**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 8.51                    | \$ 8.77                   | \$ 9.03                   |
| 6 months  | 9.28                       | 9.56                      | 9.84                      |
| 12 months | 10.12                      | 10.42                     | 10.73                     |
| 18 months | 11.03                      | 11.36                     | 11.70                     |
| 24 months | 12.02                      | 12.38                     | 12.75                     |
| 30 months | 13.10                      | 13.50                     | 13.90                     |
| 36 months | 14.28                      | 14.72                     | 15.15                     |
| 42 months | 15.57                      | 16.05                     | 16.52                     |
| 48 months | 16.97                      | 17.50                     | 18.01                     |
| 54 months | 18.50                      | 19.06                     | 19.63                     |

**Schedule No. 8**  
**I & R Collector**  
**Line Technician**  
**Vehicle Mechanic**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 9.35                    | \$ 9.63                   | \$ 9.92                   |
| 6 months  | 10.19                      | 10.50                     | 10.81                     |
| 12 months | 11.11                      | 11.45                     | 11.78                     |
| 18 months | 12.11                      | 12.48                     | 12.84                     |
| 24 months | 13.20                      | 13.60                     | 14.00                     |
| 30 months | 14.39                      | 14.83                     | 15.26                     |
| 36 months | 15.69                      | 16.17                     | 16.64                     |
| 42 months | 17.10                      | 17.63                     | 18.14                     |
| 48 months | 18.64                      | 19.22                     | 19.78                     |
| 54 months | 20.33                      | 20.94                     | 21.57                     |

**Schedule No. 9**  
**Facilities Technician**  
**Testboard Technician**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 9.69                    | \$ 9.98                   | \$ 10.28                  |
| 6 months  | 10.56                      | 10.88                     | 11.21                     |
| 12 months | 11.51                      | 11.86                     | 12.22                     |
| 18 months | 12.55                      | 12.93                     | 13.32                     |
| 24 months | 13.68                      | 14.09                     | 14.52                     |
| 30 months | 14.91                      | 15.36                     | 15.83                     |
| 36 months | 16.25                      | 16.74                     | 17.26                     |
| 42 months | 17.71                      | 18.25                     | 18.81                     |
| 48 months | 19.31                      | 19.89                     | 20.50                     |
| 54 months | 21.06                      | 21.69                     | 22.34                     |

**Schedule No. 9A**  
**Building Operations Technician**  
**Combination Technician**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 9.80                    | \$ 10.09                  | \$ 10.39                  |
| 6 months  | 10.68                      | 10.99                     | 11.32                     |
| 12 months | 11.63                      | 11.97                     | 12.33                     |
| 18 months | 12.67                      | 13.04                     | 13.43                     |
| 24 months | 13.80                      | 14.20                     | 14.63                     |
| 30 months | 15.03                      | 15.47                     | 15.94                     |
| 36 months | 16.37                      | 16.85                     | 17.36                     |
| 42 months | 17.83                      | 18.35                     | 18.91                     |
| 48 months | 19.42                      | 19.99                     | 20.60                     |
| 54 months | 21.16                      | 21.79                     | 22.44                     |



**Schedule No. 9B**  
**Business Technician**  
**Central Office Installer**  
**Central Office Technician**  
**Service Technician**  
**Toll Service Technician**  
**Toll Technician**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 9.95                    | \$ 10.25                  | \$ 10.56                  |
| 6 months  | 10.83                      | 11.15                     | 11.49                     |
| 12 months | 11.79                      | 12.13                     | 12.50                     |
| 18 months | 12.83                      | 13.20                     | 13.60                     |
| 24 months | 13.96                      | 14.36                     | 14.80                     |
| 30 months | 15.19                      | 15.63                     | 16.10                     |
| 36 months | 16.53                      | 17.01                     | 17.52                     |
| 42 months | 17.99                      | 18.51                     | 19.06                     |
| 48 months | 19.58                      | 20.14                     | 20.74                     |
| 54 months | 21.31                      | 21.94                     | 22.59                     |

**Schedule No. 9C**  
**Data Technician**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 10.28                   | \$ 10.59                  | \$ 10.91                  |
| 6 months  | 11.20                      | 11.54                     | 11.89                     |
| 12 months | 12.21                      | 12.57                     | 12.95                     |
| 18 months | 13.31                      | 13.70                     | 14.11                     |
| 24 months | 14.51                      | 14.93                     | 15.37                     |
| 30 months | 15.81                      | 16.27                     | 16.75                     |
| 36 months | 17.23                      | 17.73                     | 18.25                     |
| 42 months | 18.78                      | 19.32                     | 19.88                     |
| 48 months | 20.47                      | 21.05                     | 21.66                     |
| 54 months | 22.31                      | 22.94                     | 23.59                     |

**Schedule No. 9D  
Business Technician II**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 10.00                   | \$ 10.30                  | \$ 10.61                  |
| 6 months  | 10.92                      | 11.24                     | 11.58                     |
| 12 months | 11.92                      | 12.27                     | 12.64                     |
| 18 months | 13.02                      | 13.40                     | 13.80                     |
| 24 months | 14.22                      | 14.63                     | 15.06                     |
| 30 months | 15.53                      | 15.97                     | 16.44                     |
| 36 months | 16.96                      | 17.43                     | 17.95                     |
| 42 months | 18.52                      | 19.03                     | 19.59                     |
| 48 months | 20.22                      | 20.78                     | 21.38                     |
| 54 months | 22.06                      | 22.69                     | 23.34                     |

**Schedule No. 9E  
Business Technician III**

|           | Effective<br>July 29, 2001 | Effective<br>July 1, 2002 | Effective<br>July 1, 2003 |
|-----------|----------------------------|---------------------------|---------------------------|
| Start     | \$ 10.05                   | \$ 10.35                  | \$ 10.66                  |
| 6 months  | 11.02                      | 11.35                     | 11.68                     |
| 12 months | 12.09                      | 12.44                     | 12.80                     |
| 18 months | 13.26                      | 13.64                     | 14.03                     |
| 24 months | 14.54                      | 14.95                     | 15.38                     |
| 30 months | 15.95                      | 16.39                     | 16.86                     |
| 36 months | 17.49                      | 17.97                     | 18.48                     |
| 42 months | 19.18                      | 19.70                     | 20.26                     |
| 48 months | 21.03                      | 21.60                     | 22.21                     |
| 54 months | 23.06                      | 23.69                     | 24.34                     |

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be signed by their duly authorized officers and/or representatives this 5<sup>th</sup> day of December, 2001

SPRINT - FLORIDA, INC.

*Michael E. Cheney*

By: Michael E. Cheney  
Chairperson

*Dan Berger*

By: Dan Berger

*Carol Carpenter*

By: Carol Carpenter

*Ed Hall*

By: Ed Hall

By: Mary Y. Resto

*Mary Y. Resto*

LOCAL UNION NO. 199 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(AFL-CIO-CLC)

*James W. Jarbo*

By: James W. Jarbo.  
President

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By: Richard K. Craddock  
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By: David H. Ballard

*David H. Ballard*

By: Debra J. DiCarlo  
Committee Members

*Debra J. DiCarlo*

By: Phillip E. Flinn

*Phillip E. Flinn*



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