

# **2005 LABOR AGREEMENT**



**Communications Workers  
of America**

**and**



**Cingular Wireless**

Effective Date  
End Date

02/06/05  
02/07/09

# LABOR AGREEMENT TABLE OF CONTENTS

| Article Number                                            | Title                                     | Page Number |
|-----------------------------------------------------------|-------------------------------------------|-------------|
| 1                                                         | Agreement                                 | 1           |
| 2                                                         | Recognition and Establishment of the Unit | 2           |
| 3                                                         | Classification of Employees               | 4           |
| 4                                                         | Agency Shop                               | 5           |
| 5                                                         | Deduction of Union Dues                   | 6           |
| 6                                                         | Management Rights                         | 7           |
| 7                                                         | Grievance Procedure                       | 8           |
| 8                                                         | Mediation                                 | 11          |
| 9                                                         | Arbitration                               | 13          |
| 10                                                        | No Strike – No Lockout                    | 15          |
| 11                                                        | Seniority                                 | 16          |
| 12                                                        | Hours of Work                             | 17          |
| 13                                                        | Work Assignments                          | 19          |
| 14                                                        | Force Adjustment                          | 20          |
| 15                                                        | Non-Discrimination                        | 22          |
| 16                                                        | Safety                                    | 23          |
| 17                                                        | Company-Union Relationship                | 25          |
| 18                                                        | Union Activities                          | 29          |
| 19                                                        | Basis of Compensation                     | 30          |
| 20                                                        | Travel                                    | 33          |
| 21                                                        | Absences                                  | 34          |
| 22                                                        | Vacations                                 | 36          |
| 23                                                        | Holidays                                  | 38          |
| 24                                                        | Excused Days with Pay                     | 39          |
| 25                                                        | Exchange Time                             | 40          |
| 26                                                        | Waiver of Further Bargaining              | 41          |
| 27                                                        | Duration of Agreement                     | 42          |
| Appendix A – Wages                                        |                                           | 43          |
| <b>Other Agreements</b>                                   |                                           |             |
| Memorandum of Agreement 1 – CWA Internal Appeal Process   |                                           | 47          |
| Memorandum of Agreement 2 – Payroll Deduction of CWA-COPE |                                           | 48          |
| Letter of Agreement 1 – Personnel Files                   |                                           | 50          |
| Letter of Agreement 2 – Employee Orientation              |                                           | 51          |
| Letter of Agreement 3 – Training Consideration            |                                           | 52          |
| Letter of Agreement 4 – Sales Compensation                |                                           | 53          |
| Letter of Agreement 5 – Contracting Out                   |                                           | 54          |
| Letter of Agreement 6 – Four Day Work Week                |                                           | 55          |
| Letter of Agreement 7 – Neutral Evaluation                |                                           | 57          |
| Letter of Agreement 8 – Work and Family Issues            |                                           | 58          |
| Letter of Agreement 9 – Innovative Scheduling             |                                           | 59          |
| Letter of Agreement 10 – Motor Vehicle Usage Policy       |                                           | 60          |
| Letter of Agreement 11 – Sales Quota Relief               |                                           | 61          |
| Letter of Agreement 12 – IPO Participation                |                                           | 62          |
| Letter of Agreement 13 – Job Satisfaction                 |                                           | 63          |
| Letter of Agreement 14 – CWA/NETT                         |                                           | 64          |

**ARTICLE 1**  
**AGREEMENT**

THIS AGREEMENT is made and entered into effective February 6, 2005 by and between CINGULAR WIRELESS as to those employees covered under Article 2 (hereinafter referred to as the "Company", the "Employer", or "Management") and COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as the "Union").

## ARTICLE 2

### RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those covered employees in CWA Districts 1, 2, 4, 7, 9 and 13 as defined January 1, 2005. The term covered employee and/or employees as used in this Agreement shall mean, those employees within the job titles set forth in Appendix A. Outside Premise Sale Representatives and all employees exempt by the National Labor Relations Act are excluded.

Section 2. For the purpose of determining whether employees employed in newly created job classifications or titles shall be included or excluded from the bargaining unit covered by the terms of this Agreement, the parties agree as follows:

- a. The Company shall have the right to create and define any new job classification or job title in the bargaining unit and to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate.
  - (1) The Company shall notify the Union in writing of any newly created classifications or titles, the duties established therefore, and the temporary wage rate.
  - (2) Upon such notification the Company shall be free to staff such positions.
- b. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) days from the date such negotiations commenced.
  - (1) If an agreement is reached by the parties within the said sixty (60) days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
  - (2) If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said sixty (60) days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) days following conclusion of negotiations.

- (a) If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
  - (b) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.
- (3) The mediator used in the mediation process referred to in paragraph (2) above, shall be selected by mutual agreement of the parties within seven (7) days following the conclusion of negotiations. If the parties are unable to agree on a mediator within this timeframe, they will select from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

### **ARTICLE 3**

#### **DEFINITIONS OF EMPLOYEES**

Section 1. An "employee" is defined as any person designated as active on the payroll of the Company and covered by this Agreement as provided in Article 2 (Recognition). Each employee will be classified as either regular or temporary as determined by the Company based on the employment period expectations at the time of hire.

Section 2. A regular employee may be either full-time or part-time.

Section 3. A regular full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week and whose employment is reasonably expected to continue for longer than twelve (12) months.

Section 4. A regular part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week. The Company may reclassify part-time employees to full-time employees. Should the Company determine it appropriate to reclassify full-time employees to part-time employees; it will first seek volunteers from the affected work group. The classification of a part-time employee is based on the employee's "average equivalent work week". The "average equivalent work week" of each part-time employee shall be reviewed by the Company no less often than every six (6) months of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period divided by 4.35, rounding the result to the next higher whole number.

Section 5. A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than twelve (12) months, unless extended by mutual agreement. However, if the project becomes indefinite, the Company may reclassify temporary employee(s) to regular full-time or regular part-time employees.

The termination of the employment of such temporary employees for reasons other than "work completed" shall be subject to the grievance provisions of this Agreement, however, such termination will not be subject to the arbitration provisions of this Agreement.

Section 6. Temporary Agency workers shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement. The Company will provide a report to the Union, on a monthly basis, of the use of temporary agency workers. The use of such temporary agency workers shall be kept to a minimum, generally not longer than ninety (90) days, but no more than one - hundred eighty (180) days, unless mutually agreed to extend.

#### **ARTICLE 4**

##### **AGENCY SHOP**

Each employee, employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

**ARTICLE 5**  
**DEDUCTION OF UNION DUES**

Section 1. The Company agrees to make collections of Union dues, or agency fees each payroll period, through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis [by the tenth (10<sup>th</sup>) working day] and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

Section 2. The Company shall bear the full cost of dues deduction as set forth in Section 1., except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Employer.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

Section 1. All complaints and prospective grievances may be taken up informally by either the Company or the Union in advance of the formal grievance steps set forth below. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. The Company and the Union agree that grievances shall be confined to differences arising out of the interpretation or application of the terms or provisions of this agreement, or disciplinary action for just cause and shall be processed according to the grievance procedure set forth in this Article. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

Grievances shall be reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within thirty (30) calendar days of the action complained of.

Section 3. The formal grievance procedure shall consist of (3) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

#### **STEP 1**

The designated first level manager (supervisor) shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated first level manager (supervisor) will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

If the Company fails to offer a meeting date which is within fourteen (14) calendar days of receipt of the written notice of the grievance and no mutual agreement has been reached by the parties to extend the timeframe, the grievance may be advanced to the second step at the Union's option.

## STEP 2

If the answer or decision of the Company at the conclusion of the Step 1 is unsatisfactory to the Union, the grievance may be appealed to the designated HR representative, in writing, within fifteen (15) workdays after a decision has been rendered at the first step. The designated HR representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. Upon mutual agreement, the grievance may be conducted by telephone. The designated HR representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s), unless mutually agreed otherwise by the parties.

If the Company fails to offer a meeting date which is within fourteen (14) calendar days of receipt of the written notice of the grievance and no mutual agreement has been reached by the parties to extend the timeframe, the grievance may be advanced to the third step at the Union's option.

## STEP 3

If the answer or decision of the Company at the conclusion of the Step 2 is unsatisfactory to the Union, the grievance may be appealed to the designated Labor representative, in writing, within fifteen (15) workdays after a decision has been rendered at the second step. The designated Labor representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. Upon mutual agreement, the grievance may be conducted by telephone. The designated Labor representative will provide a decision in writing within fifteen (15) workdays after completion of the meeting(s), unless mutually agreed otherwise by the parties.

If the Company fails to offer a meeting date which is within fourteen (14) calendar days of receipt of the appeal to the third step of the grievance process and no mutual agreement has been reached by the parties to extend the timeframe, the grievance may be advanced to the arbitration process. The option is only applicable to articles of the 2005 Labor Agreement or the provisions of such articles which are subject to the arbitration process as stated in the 2005 Labor Agreement.

Section 4. A decision at Step 3 of the formal grievance procedure, as set forth in Section 2 above shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2 above, has been received by the Company neither the Company nor the Union will attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated in Section 2 above shall be construed to be a waiver by the employee and the Union of the formal grievance.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than thirty (30) days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional thirty (30) days upon written request to the Union.

## **ARTICLE 8**

### **MEDIATION**

Section 1. At the conclusion of the formal grievance procedure either party may elect to submit the matter to mediation, with the consent of the other party. Such submission shall not extend the time periods permitted to process the grievance to arbitration. The party desiring the matter be so submitted shall submit a written statement of appeal within two (2) weeks after receipt of the position statement rendered by the Company in the final step of the grievance procedure.

Section 2. As to the mediation provided by this Article:

- a. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the parties, the mediation conference will be scheduled within fifteen (15) days of the Company's or Union's request for mediation. Such conference will be held on the earliest mutually available date offered by the chosen mediator. Should the availability of the mediator unnecessarily delay the processing of the grievance in the opinion of either the Company or the Union, either party may request the mediation be terminated and the grievance be scheduled for arbitration.
- b. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of statistical analysis.
- c. Proceedings before the mediator shall be informal in nature. Each party shall have one principal spokesperson at the mediation conference. The presentation of evidence is not limited to that presented in the grievance proceedings, the rules of evidence will not apply, and no records of the mediation conference shall be made.
- d. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- e. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties direct that no opinion shall be provided, *provided however*, that said opinion, if issued, shall not be published or communicated to the public or to either parties' members or employees but shall be used internally by either party solely for the purpose of analysis and assessment. In no event shall such advisory opinion, if issued, be deemed binding on either party.
- f. If the mediator provides an opinion, he/she shall state the grounds on which it is based.

- g. The advisory opinion of the mediator, if accepted by both parties, shall not constitute a precedent, unless the parties otherwise agree.
- h. The mediator's fee and expenses will be divided equally between the parties.

Section 3. If no settlement is reached at mediation, the parties are free to arbitrate under the Arbitration Article.

Section 4. In the event that a grievance which has been mediated subsequently goes to arbitration no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to an arbitrator. Nothing said or done by either party for the first time in the mediation conference may be used against it at the arbitration.

## **ARTICLE 9**

### **ARBITRATION**

Section 1. It is agreed by both parties that arbitration shall be confined to matters processed through all steps of the formal grievance procedure, and in such event, the following procedures shall be exclusive.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 3 of the formal grievance procedure, as described in Article 7, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. A panel of at least 8 but no more than 10 qualified arbitrators per district will be selected by the parties. This panel will be selected from a list provided by the American Arbitration Association (hereinafter "AAA") and in accordance with their rules. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties from a list provided by AAA. Arbitrators will be assigned cases in rotating order designated by the parties.

The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement.

Section 4. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement. The arbitrator's decision shall be final and binding upon both parties and any employees affected.

Section 5. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.

Section 6. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 7. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.

**ARTICLE 10**  
**NO STRIKE - NO LOCKOUT**

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

Section 3. The Company agrees that there will be no lockouts during the duration of this Agreement.

**ARTICLE 11**  
**SENIORITY**

Section 1. Seniority, as used in this Agreement, is defined as Net Credited Service as determined by the Administrative Committee.

Section 2. If more than one (1) employee has the same Seniority date, the last four digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

## **ARTICLE 12**

### **HOURS OF WORK**

Section 1. Full-time employees will normally be scheduled to work forty (40) hours per week spread over five (5) days within the calendar week; however, if the Company determines emergency business needs require, other schedules may be used on a temporary basis. Management will provide the local Union Representative and the affected employees with an explanation of the business needs.

Section 2. The scheduling of hours and days to be worked and any revisions thereof shall be determined exclusively by the Company, however:

- a. The Company, except as provided in b. and d. below, will assign work schedules on the basis of seniority as defined in Article 11.
- b. In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications. Management will provide the local Union Representative and the affected employees with an explanation of the underlying business needs requiring such scheduling and the expected duration. Management will also convey its plans to prepare less senior employees to qualify for such work schedules.
- c. Work schedules shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work at least one (1) week prior to the start of the work period covered by the schedule. Such schedules shall include the starting and ending time of each of the tours making up the scheduled workweek. For tours longer than five (5) hours, such schedules will also include the length of the period to be allowed for meals.

If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.

- d. If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted work schedule, the Company will reassign schedules by first seeking volunteers and then assigning employees by inverse seniority. Whenever possible, the Company will notify employees at least forty-eight (48) hours in advance of the need for such schedule changes.
- e. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.

Section 3. Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work. Such breaks shall be scheduled at the discretion of the Company.

Section 4. When an employee works sixteen (16) hours or more in a twenty-four (24) hour period, the employee shall normally be allowed eight (8) hours for adequate rest time between such work period and the next work period.

**ARTICLE 13**  
**WORK ASSIGNMENTS**

Section 1. The Company shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, the Company shall first give consideration to qualified internal candidates and then laid off employees in accordance with Article 14 Section 7. of this Agreement prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted (manually or electronically) in locations where Bargaining Unit employees regularly work. The posting shall include the title, wage range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days which shall be spread between two (2) workweeks.

Section 2. In connection with Section 1. above, employees who have met the twelve (12) month time-in-title requirement and have satisfactory performance on their current job, shall be afforded the opportunity to apply for posted vacancies in the Bargaining Unit by submitting an application to the Company.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all qualified candidates who have submitted applications for the vacancy in question. In selecting the employee to fill the position, the Company will first give due consideration to the candidates' qualifications and past performance relevant to the vacancy, and where those factors are relatively equal, in the judgment of the Company, it shall select on the basis of seniority.

Section 4. The Company agrees to provide the Union, in writing, the names, titles and seniority dates of all candidates selected under this Article, by the fifteenth (15<sup>th</sup>) calendar day after any such selection is made.

## **ARTICLE 14**

### **FORCE ADJUSTMENT**

Section 1. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will advise the Union in writing prior to notifying the affected employees. As soon as practicable but no less than one (1) week prior to notifying such employees, the Company will notify the Union and discuss the impact. Employees will be notified not less than thirty (30) calendar days prior to the date the employees are to be laid off.

Section 2. Under the circumstances set forth in Section 1., the Company may offer regular employees the opportunity to voluntarily resign and receive a severance payment as provided for in Section 5. If applied, this will be offered in seniority order, up to the number necessary to alleviate the surplus.

Section 3. Under the circumstances set forth in Section 1 and after the application of Section 2, regular employees will be given preference, in accordance with their seniority, subject to their skills and experience, to perform the remaining work in the event of a reduction in force. Temporary employees and contractors will be separated under these circumstances before applying the seniority policy to regular employees. In the event a contractor has been secured for a specific project and is providing a service that regular employees cannot perform, they will be retained until completion of the project.

Section 4. If a surplus remains after application of Section 3. preceding, any remaining surplus regular employees will be given priority consideration for laterals\* and downgrades\* for which they are qualified, by order of seniority, to fill any available job vacancies within the Bargaining Unit. For the purposes of this Section if there are no equal level or lower level vacancies for which the employee is qualified within 35 miles of the surplus location, the surplus employee can decide to resign and receive a severance payment under Section 5 of this Article. In cases where the work is moved more than 75 miles, the Company may offer a relocation incentive.

\* Downgrades: Movement to a wage scale that has a lower top rate than the current position.

\* Laterals: Movement to a wage scale with the same top rate as the current position.

Section 5. Severance Payments. If the Company determines that a surplus exists as described in Section 1. preceding, resulting in the layoff of a regular employee, that employee shall be eligible for a \$600 Severance Payment or payment equivalent to one week's wages (whichever is greater), for each completed six (6) months of Continuous Service during the first year of employment and an additional \$600 or payment equivalent to one week's wages (whichever is greater), for each subsequent completed year of Continuous Service up to a maximum of \$12,000.

Section 6. For purposes of this Article, "Continuous Service" means the number of completed years served by the employee with the Company beginning with the date of the employee's most recent engagement (or reengagement) and ending with the effective date of the employee's termination. A period of Continuous Service is not broken by a leave of absence. For employees who were on the payroll or on an authorized leave of absence as of January 8, 2001, and who remain in the continuous active service of the Company, their Net Credited Service in whole years (as determined by the Employees' Benefit Committee) upon the effective date of their termination shall be considered their period of Continuous Service with regard to the application of the provisions of this Article.

Section 7. A former surplus employee who has been laid off and who files an application for employment will be given priority consideration over off-street applicants for vacancies for which he/she qualifies for a period of two (2) years from the date of layoff. The Company will maintain a process that identifies laid off employees who have employment applications on file for the period required.

**ARTICLE 15**  
**NON-DISCRIMINATION**

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of such employee's race, color, religion, sex, age, national origin, marital status, sexual orientation, or because of his/her activities on behalf of the Union, or because the person is disabled, a disabled veteran, or veteran of the Vietnam Era, or other protected classifications recognized by Federal or applicable state/local law.

Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination.

## **ARTICLE 16**

### **SAFETY**

Section 1. Safety and health is a mutual concern of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee known as the National Occupational Safety and Health Committee. The National committee shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union, respectively and co-chaired by one representative appointed by the Company and one representative appointed by the Union). This committee shall meet from time to time as required, but at least semi-annually and more often as mutually agreed upon by the co-chairs.

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding occupational safety and health matters.

The committee shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. It shall also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

In connection with the Occupational Safety and Health Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.

Section 2. Local Occupational Safety and Health Committees (Local Committee/s) may be established by mutual agreement and under the direction of the National Committee to address specific safety issues that may develop from time to time at the market level. Local Committees shall be comprised of no more than three (3) representatives each from the Company and the Union (to be appointed by the company and the Union respectively). The Committee shall meet as often as necessary to address specific issues within specific time lines (as mutually agreed to by the parties.) When charged by the National co-chairs, a Local Committee will have sixty (60) days to address the issue and develop recommended solution(s) to the specific safety issue the committee is charged to address. These Local Occupational Safety and Health Committees may be dissolved by either party with fourteen (14) days written notification to the other party.

Section 3. None of the terms of this Agreement shall be applied or interpreted to restrict the Company from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety, and grievance and arbitration provisions of this Agreement shall not apply to any such actions. Discipline for failure to observe safety rules shall be grievable and arbitrable under the terms of this Agreement. Other matters relating to safety may be raised under the Grievance Procedure but not arbitrated.

**ARTICLE 17**  
**COMPANY-UNION RELATIONSHIP**

Section 1. The Company and the Union recognize that it is in the best interests of parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Company will notify the Union monthly of new employees entering the Bargaining Unit and of current employees who have been transferred or released. During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties and the Union's status as exclusive representative of those employees in the Bargaining Unit. The Union Representative shall suffer no loss in wages for time spent while in the meeting.

The Company may allow the Union to display CWA shield logos, as provided by the Union, in mutually agreed to Company owned retail locations. The cost of such placement will be shared equally by the Union and the Company.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

Section 4. Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least five (5) working days in advance, whenever possible. The Company will endeavor to accommodate the request consistent with business needs.

Section 5. Time off for Union activities will be limited to 240 hours per calendar year per Local Union representative. This time may be combined within a Local, but may not exceed 520 hours per Union representative per calendar year.

Each District will have Union hours available in accordance with the following: Two (2) Union representatives in District 1; one (1) Union representative in District 2; four (4) Union representatives in District 4; one (1) Union representatives in District 7; three (3) Union representatives in District 9; and one (1) Union representative in District 13 may be granted up to 800 hours per calendar year for Union activities. This time cannot be combined with other hours available to a Local or District. The number of Union representatives per District granted 800 hours may increase based on each 1,000 Cingular Wireless members gained within the District. The District will advise the Company designated representative in writing of the names of the Union representatives designated to utilize the hours above, no later than December 31<sup>st</sup> of the current year for the following year. A District representative who is a Local President employed by Cingular Wireless may have more than 800 hours upon mutual agreement of the Union and the Company. Time for Local and District Union representatives is subject to substitution if a Union representative is replaced. This time is limited to the number of remaining hours available from the previous Union representative for the year unless the parties mutually agree otherwise.

The period of such time off shall not be deducted from the Union representative's seniority. The parties agree that the provisions of Section 2.b. of Article 21, Absences, shall not be used for Union functions. Time off to engage in formal negotiations for subsequent collective bargaining agreements shall not be counted towards the limitations outlined in this section.

Section 6. Subject to the limitations in Sections 4. and 5. of this Article and in this Section 6., when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before or after exhausting the time allowed without pay provided in Section 5. above, he or she will be granted a leave of absence without pay upon the request of the Vice President of the Union to the Director-Labor Relations of the Company, provided that:

- (a) no such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one (1) employee exceed ten (10) years; and
- (b) no more than three (3) Union officers or designated representatives from each CWA District covered by this Agreement may be granted such leaves of absence at any one time at the request of the Union.
- (c) All Union leaves of absence will be granted with the following conditions:
  - (1) During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
    - (a) The employee shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; and
    - (b) The Company shall pay the premium for the Group Life Insurance Plan, (Basic and Accidental Death or Dismemberment).

- (2) During the absence the employee shall retain eligibility, if any, according to term of service to:
  - (a) payments for absence due to illness during the first seven (7) calendar days after expiration of the leave per Article 21, Section 6.
  - (b) disability benefits beginning on the eighth (8<sup>th</sup>) calendar day after expiration of the leave.
  - (c) death benefits and service or deferred vested pension.
- (3) The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
- (4) The pension shall not in any manner be affected by a Union leave of absence. Should an employee on such leave elect to retire at the termination thereof, the employee's pension, if any, shall be computed as if the employee were continually employed during the period of leave.
- (5) An employee granted a leave of absence under this section will, upon expiration of such leave, be returned to the former (or equivalent) position.

Section 7. A Working Relations Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures. There will be one Committee for each CWA District covered by this Agreement.

- a. The Committee shall consist of no more than four (4) representatives designated by the Company and no more than four (4) representatives designated by the Union. In addition, a representative from the CWA International and a representative from Cingular Wireless Human Resources will also attend. In connection with attendance at Working Relations Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings. Reasonable travel expenses will be paid for by the Company.
- b. The Committee may meet every six (6) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present, including but not limited to subcontracting and supervisors' performance of Unit work.

- c. Discussions and decisions of the Committee shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 18**  
**UNION ACTIVITIES**

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally include the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections, appointments, and results of Union elections;
- c. Notices of Union meetings;
- d. Other factual notices, information and announcements concerning official business of the Union.

Such material shall be posted only by an official Union representative or a person designated by an official Union representative.

**ARTICLE 19**  
**BASIS OF COMPENSATION**

**Section 1. Rates of Pay.**

- a. The rates of pay and progression wage scales for full time employees shall be those shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall normally begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value.

If the Company hires an employee with no prior training or experience at a rate of pay higher than the Start Rate, it shall raise the existing wage rate of all incumbents in that title and Market to match the rate of pay for the newly hired employee effective with the date of hire.

- c. When a (voluntary) change of title occurs, and is considered a promotion, fifteen (\$15.00) dollars will be applied to the employee's current weekly pay rate. The employee will then be slotted into the closest step in the new schedule that is equal to, but not less than, that new amount. The time interval to the next step increase on the new wage schedule will be six (6) months from the date of the change in title. In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.

When a (voluntary) change of title occurs, and is considered a demotion, the employee will be slotted into the closest step in the new schedule that is equal to, but not less than, the weekly rate of their former schedule provided that rate is not greater than the maximum rate for the job. The time interval to the next step increase on the new wage schedule will be six (6) months from the date of the change in title. In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.

When an (involuntary) change of title occurs, and is considered a demotion, the employee will be slotted into the closest wage step in the new schedule that is equal to, but not less than, the weekly rate of their former schedule provided that rate is not greater than the maximum rate for the job. The time interval to the next step increase on the new schedule will be six (6) months from the date of the change in title. In the event an employee is over the top of the new wage scale, that employee will be pay protected at their current wage for a period of one (1) year.

When an employee's title changes on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.

- d. Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within six months; for wage purposes the employee will be treated as though he or she never left the former job.

Section 2. Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, individual bonuses, or commissions.

The Company agrees to provide affected employees with a written statement of their commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such commissions.

The Company agrees to notify the Union prior to notifying affected employees of changes made in incentive programs, bonuses, or commissions under the provisions of this Section. It is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA.

Section 3. Employees shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within the workweek. For the sole purpose of computing the number of hours worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within a workweek, Holidays shall be considered time worked.

Section 4. Employees who are assigned on-call duty will be paid \$28 for each day of such assignment. This payment shall be in addition to any applicable compensation from such duty.

Section 5. Employees who are called by a supervisor or designate to report to work, or to perform work from home, shall be paid at the applicable rate of pay for actual time worked. If such call requires an employee to make a round trip between their place of residence and their place of work in addition to their normal commute to and from work, the employee shall be compensated at their applicable rate of pay for the time required to make such additional round trip.

Section 6. Employees performing work on Sunday shall be paid a premium of ten (10) percent of their basic wage rate.

Section 7. A night differential shall be paid to employees for each scheduled hour, or fraction thereof, worked after 8 p.m. and before 6 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 8. A relief differential consisting of ten (10) percent of the employee's basic hourly wage rate will be paid to any employee who is assigned to relieve or assist a manager, for each hour the employee performs this work or receives associated training. These assignments may involve planning, distributing, directing, coordinating, and training responsibilities. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 9. A qualified employee who is temporarily assigned and performs the duties of a job title with a higher top wage rate will be paid a temporary upgrade differential consisting of five (5) percent of the employee's basic hourly wage rate for each hour such duties are performed if such assignment exceeds two (2) weeks.

Section 10. A Multilingual Differential consisting of four (\$4.00) dollars per day, not to exceed twenty (\$20.00) dollars per week, shall be paid to Call Center employees for each full day worked when assigned by Management to speak in a foreign language.

## **ARTICLE 20**

### **TRAVEL**

Section 1. Time spent in local travel at the direction of the Company after reporting for duty and before release from duty shall be treated as work time.

Section 2. Employees authorized by the Company to use their personal car for travel between work locations during the workday or for other authorized Company business shall be paid at the IRS allowable reimbursement rate.

Section 3. Employees will be assigned a regular work location but may also be assigned to work at a temporary location.

- a. Any travel time on a scheduled day necessitated by the temporary assignment which occurs prior to reporting for duty and/or after release from duty and which exceeds thirty (30) minutes will be paid as work time.
- b. Any travel time on a nonscheduled day that occurs during an employee's normal scheduled hours shall be paid as work time.
- c. The Company will reimburse employees for use of their personal car at the IRS allowable reimbursement rate per mile rate specified in Section 2. above, for that portion of any trip that occurs while the employee is being paid for work time.

Section 4. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment. All such expenses shall be supported by an original receipt.

## **ARTICLE 21**

### **ABSENCES**

Section 1. All absence shall be without pay except as otherwise provided in this Article.

Section 2.

- a. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.
- b. Any employee may request up to thirty (30) continuous days of absence, giving due consideration to the Company's ability to replace their services. Such time off shall be granted at the discretion of the Company. Such employees shall suffer no break in service or loss of benefits. Upon return, these employees shall be reinstated to their former job title and rate of pay.
- c. Periods of absence in excess of thirty (30) days (leaves of absence) are governed by the provisions described in the Leave of Absence Summary Plan Description (SPD). All such leaves must be requested in writing.

Section 3. Military Leave.

- a. In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, the Company will comply with all applicable legislation in granting such employees' requests for leaves of absence and reinstatement after the performance of their military duty. If such employees are required to absent themselves for the purpose of performing military training or emergency duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, the employee shall be excused for such military duty for a period, in the aggregate, not exceeding fifteen (15) calendar days in the same calendar year. Difference in pay shall be allowed for the number of scheduled workdays falling within the periods of excused absence, but not to exceed eleven (11) such days within the calendar year. This difference in pay is not applicable to periods of active duty that are in excess of thirty (30) consecutive calendar days.
- b. The difference in pay allowed in paragraph a. above shall mean the excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any night or other differentials normally applicable) over the hourly equivalent of the employee's government base pay obtained by dividing the monthly government base pay rate by two hundred forty (240).
- c. Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Section 4. Civic Duty. An employee who serves during his/her regularly scheduled work time as a subpoenaed witness in a court case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be paid the difference between the employee's basic wage rate and the amount received for such service.

Section 5. Funerals. An employee shall be paid up to three (3) days at his/her basic wage rate for the necessary scheduled time absent due to the funeral of a member of the immediate family. The leave may not begin until the day of death, and shall not extend beyond the day of the funeral. For purposes of this Section, immediate family shall mean spouse, registered domestic partner, children, sister, brother, mother, father, stepparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, and parent of an employee's dependent child. Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked. Pay for part-time employees will be pro-rated based on the ratio of their equivalent workweek compared to that of a full-time employee.

In the event of the death of an employee's wife, husband, daughter, son, mother, or father, or registered domestic partner, an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. An employee may request one (1) additional day without pay, if the funeral of any other member of the immediate family described above is held more than 200 miles from the employee's home address. Paid individual days may be substituted for these excused days at the employee's option.

Section 6. Illness and Injury.

- a. Employees having one (1) or more years of Net Credited Service shall be paid at the basic wage rate for absence of at least one (1) session due to illness on scheduled workdays, for a period of time not to exceed seven (7) consecutive calendar days, in accordance with the following table:

| <u>Employees with Net Credited Service of</u> | <u>To be Paid After Waiting Periods of Consecutive Scheduled Working Days</u> |
|-----------------------------------------------|-------------------------------------------------------------------------------|
| 1 year but less than 5                        | 1 day                                                                         |
| 5 years and Over                              | No waiting period                                                             |

- b. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- c. For purposes of this Article, tours are the assignments for full days and sessions are the two (2) parts into which tours are divided.

## **ARTICLE 22**

### **VACATIONS**

Section 1. Employees shall be entitled to vacation at their basic rate of pay based on Net Credited Service (NCS) in accordance with the following schedule:

- a. Where eligibility for paragraphs (1) and (2) below occurs after November 30 of the calendar year, the vacation may be scheduled as late as the last week in February of the next calendar year.
  - (1) One (1) week of vacation upon completion of six (6) months;
  - (2) Two (2) weeks of vacation upon completion of twelve (12) months. This provision cannot be combined with above, to result in more than two (2) weeks of vacation entitlement in the same calendar year.
- b. Eligibility for vacation leave benefits to be taken in any calendar year shall be based on the NCS the employee has obtained, or could obtain within that calendar year.
  - (1) Three (3) weeks of vacation to any such employee who could complete five (5) years or more but less than ten (10) years of NCS within the vacation year;
  - (2) Four (4) weeks of vacation to any such employee who could complete ten (10) years or more but less than twenty (20) years of NCS within the vacation year;
  - (3) Five (5) weeks of vacation to any such employee who could complete twenty (20) years or more of NCS within the vacation year.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year". A maximum of one (1) week of vacation may be carried over into the next vacation year, to be used in the first quarter, consistent with the scheduling provisions outlined in Section 6. A vacation year is defined as a period of time beginning January 1 and ending on December 31.

Section 3. If, before receiving the vacation to which he or she has become entitled, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct), laid off, resigned, or retired, such employee will be entitled to an allowance in cash equal to and in lieu of such vacation.

If an employee dies before receiving his/her unused vacation for the vacation year, as provided for in Section 1. of this Article, payment in lieu of vacation will be made for any unused vacation time to the employee's estate.

Section 4. If a fixed Holiday falls within a period of vacation, another day of vacation may be scheduled in the vacation year. Additional vacation days in lieu of the Christmas Holiday may be taken, in accordance with force requirements, either immediately prior to the vacation period or through the month of March of the next calendar year.

Section 5. Any employee may select up to one (1) week of vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Any employee, if eligible for three (3) or more weeks of vacation, may elect to take up to two (2) weeks vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Individual vacation days may be taken in half-day increments.

Section 6. Vacations shall be selected in a work group based on seniority. Periods available for selection shall take into consideration the needs of the Company, force requirements, and the desires of the employees. Advance selection of vacation periods shall commence on or after November 1 and shall conclude no later than December 31 of the year preceding the year in which such vacation leave is to be taken.

- a. Employees must first express preference for full weeks including full carry over weeks of vacation in seniority order within the work group.
- b. Employees will then express preference for day-at-a-time usage, also in seniority order within the work group. The employees may select day-at-a-time vacation days as provided in Section 5. above, and day-at-a-time carry over, his/her Floating and Designated Holidays as provided in Article 23, and Excused Days with Pay as provided in Article 24 of this Agreement. Individual days not selected at this time and days to be taken in half-day and/or two (2)-hour increments will be granted, consistent with force requirements, on the basis of the earliest request ("first-come, first-served") to the employee's immediate supervisor, or such other manager as may be designated.

Section 7. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total normally scheduled hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

## ARTICLE 23 HOLIDAYS

Section 1. Each full-time employee shall receive eight (8) hours of pay at the employee's basic straight-time rate of pay, unless otherwise provided for in this Agreement, provided that such employee, if excused from work on a Holiday, shall have worked all hours scheduled on the last scheduled workday before and on the first scheduled workday after the Holiday or the day celebrated as such, unless excused by Management. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated holiday pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total normally scheduled hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months. Employees who are absent without pay for thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Two Floating Holidays \*  
One Designated Holiday \*\*

The Designated Holiday may be scheduled by the Company in accordance with the needs of the business. Such designation will be made prior to the advance vacation selection period outlined in Section 6. of Article 22, Vacations. Should the Company not schedule the Designated Holiday, employees may select the day on which to celebrate their Designated Holiday, as well as their Floating Holidays, in accordance with the provisions of Article 22, Vacations, Section 6.b.

\* For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service and a second Floating Holiday after six (6) months of Net Credited Service.

\*\* Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday.

Section 2. When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.

Section 3. Employees who work on a Holiday shall be paid for such work at time and one-half for all work on such Holidays, together with the holiday pay provided for in Section 1. above.

Section 4. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday.

Section 5. No compensation shall be paid to an employee for unused Floating or Designated Holidays after separation from service.

**ARTICLE 24**  
**EXCUSED DAYS WITH PAY**

Section 1.

- a. During the first twelve (12) months of employment, each regular employee will be eligible for one (1) Excused Day With Pay (EWP) after each successive three (3) months of completed service with the Company.
- b. In the vacation year during which a regular employee completes twelve (12) months of service, he/she will be eligible for a total of four (4) EWPs as follows: Such employee will, after twelve (12) successive months of completed service with the Company, be immediately eligible for any of these four (4) EWPs over and above those earned in accordance with the provisions of subparagraph a. above.
- c. A regular employee will then be eligible for four (4) EWPs on the first day of each subsequent vacation year.

Section 2. All days off as provided in this Article shall be selected in accordance with Section 6.b. of Article 22, Vacations. Employees may be permitted to take their EWPs in two (2)-hour increments. All pay for EWPs shall be at the employee's basic rate of pay.

Section 3. EWPs may be carried over and taken through the month of March of the next calendar year.

Section 4. If, before receiving the EWP(s) to which he or she has become entitled, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct), laid off, resigned, or retired, such employee will be entitled to an allowance in cash equal to and in lieu of such EWP(s).

If an employee dies before receiving his/her unused EWP(s) for the vacation year, as provided for in Section 1. of this Article, payment in lieu of EWP(s) will be made for any unused EWP time to the employee's estate.

Section 5. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated pay for EWPs based on their "average equivalent work week". The "equivalent work week" will be determined by dividing the employee's total normally scheduled hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent work week" will be determined by the average over the past six (6) months.

**ARTICLE 25**  
**EXCHANGE TIME**

Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be subject to business needs as determined by the Company. If the Company approves an employee's request for such time off, it shall designate the time within the same workweek when the absence shall be made up.

**ARTICLE 26**  
**WAIVER OF FURTHER BARGAINING**

Section 1. The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them, superseding all prior Agreements and undertakings, oral or written, expressed or implied, between the Company and the Union or its employees and expressing all obligations and restrictions imposed on each of the respective parties during its term.

Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter whether or not such subject or matter is referred to or covered in this Agreement. This waiver of further bargaining is intended to apply even though such subjects or matters may not have been even thought of or within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Notwithstanding the foregoing waiver, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining. In the absence of such an Agreement by both parties, the Company shall not make any changes in the terms and conditions of employment.

Section 2. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties.

**ARTICLE 27**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of February 6, 2005 and shall continue until 11:59 p.m. on February 7, 2009, at which time it will terminate unless extended by mutual agreement in writing prior to said termination date.

IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives.

**COMMUNICATIONS WORKERS OF AMERICA**

BY Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

A handwritten signature in black ink, appearing to read "Teri Pluta", written in a cursive style.

**CINGULAR WIRELESS**

BY Franklin Garon Jr.  
Senior Human Resources Manager - Labor Relations  
Cingular Wireless

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", written in a cursive style.

## Appendix A Wages

### Administrative Assistant

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 355.50                       | 355.50                       | 355.50                       | 355.50                       |
| 2           | 370.50                       | 371.00                       | 372.00                       | 372.50                       |
| 3           | 386.00                       | 387.50                       | 389.00                       | 390.50                       |
| 4           | 402.50                       | 404.50                       | 407.00                       | 409.00                       |
| 5           | 419.50                       | 422.50                       | 425.50                       | 428.50                       |
| 6           | 437.00                       | 441.00                       | 445.00                       | 449.00                       |
| 7           | 455.50                       | 460.50                       | 465.50                       | 470.50                       |
| 8           | 474.50                       | 480.50                       | 487.00                       | 493.00                       |
| 9           | 495.00                       | 502.00                       | 509.00                       | 516.50                       |
| 10          | 515.50                       | 524.00                       | 532.50                       | 541.00                       |
| 11          | 537.50                       | 547.00                       | 557.00                       | 567.00                       |
| 12          | 560.00                       | 571.00                       | 582.50                       | 594.00                       |
| 13          | 583.50                       | 596.50                       | 609.50                       | 622.00                       |
| 14          | 608.50                       | 622.50                       | 637.00                       | 652.00                       |
| 15          | 634.00                       | 650.00                       | 666.50                       | 683.00                       |

### Clerk

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 315.00                       | 315.00                       | 315.00                       | 315.00                       |
| 2           | 328.00                       | 329.00                       | 329.50                       | 330.00                       |
| 3           | 342.00                       | 343.00                       | 344.50                       | 345.50                       |
| 4           | 356.50                       | 358.00                       | 360.00                       | 362.00                       |
| 5           | 371.00                       | 374.00                       | 376.50                       | 379.00                       |
| 6           | 386.50                       | 390.00                       | 393.50                       | 397.00                       |
| 7           | 403.00                       | 407.00                       | 411.50                       | 416.00                       |
| 8           | 420.00                       | 425.00                       | 430.50                       | 435.50                       |
| 9           | 437.50                       | 443.50                       | 450.00                       | 456.50                       |
| 10          | 455.50                       | 463.00                       | 470.50                       | 478.00                       |
| 11          | 475.00                       | 483.50                       | 492.00                       | 500.50                       |
| 12          | 494.50                       | 504.50                       | 514.50                       | 524.50                       |
| 13          | 515.50                       | 526.50                       | 538.00                       | 549.00                       |
| 14          | 537.00                       | 549.50                       | 562.50                       | 575.00                       |
| 15          | 559.50                       | 573.50                       | 588.00                       | 602.50                       |

### Customer Service Rep I

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 355.50                       | 355.50                       | 355.50                       | 355.50                       |
| 2           | 368.00                       | 368.50                       | 369.50                       | 370.00                       |
| 3           | 381.00                       | 382.50                       | 383.50                       | 385.00                       |
| 4           | 394.50                       | 396.50                       | 398.50                       | 400.50                       |
| 5           | 408.00                       | 411.00                       | 414.00                       | 417.00                       |
| 6           | 422.50                       | 426.50                       | 430.00                       | 434.00                       |
| 7           | 437.50                       | 442.00                       | 447.00                       | 451.50                       |
| 8           | 452.50                       | 458.50                       | 464.00                       | 470.00                       |
| 9           | 468.50                       | 475.50                       | 482.00                       | 489.00                       |
| 10          | 485.00                       | 493.00                       | 501.00                       | 509.00                       |
| 11          | 502.00                       | 511.00                       | 520.50                       | 529.50                       |
| 12          | 520.00                       | 530.00                       | 540.50                       | 551.00                       |
| 13          | 538.00                       | 549.50                       | 561.50                       | 573.50                       |
| 14          | 557.00                       | 570.00                       | 583.50                       | 596.50                       |
| 15          | 576.50                       | 591.00                       | 606.00                       | 621.00                       |

### Customer Service Rep II

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 360.50                       | 360.50                       | 360.50                       | 360.50                       |
| 2           | 377.00                       | 377.50                       | 378.50                       | 379.00                       |
| 3           | 394.00                       | 395.50                       | 397.00                       | 398.50                       |
| 4           | 412.00                       | 414.50                       | 416.50                       | 419.00                       |
| 5           | 431.00                       | 434.00                       | 437.50                       | 440.50                       |
| 6           | 451.00                       | 455.00                       | 459.00                       | 463.00                       |
| 7           | 471.50                       | 476.50                       | 481.50                       | 486.50                       |
| 8           | 493.00                       | 499.00                       | 505.50                       | 511.50                       |
| 9           | 515.50                       | 523.00                       | 530.50                       | 538.00                       |
| 10          | 539.00                       | 547.50                       | 556.50                       | 565.50                       |
| 11          | 563.50                       | 574.00                       | 584.00                       | 594.50                       |
| 12          | 589.50                       | 601.00                       | 613.00                       | 625.00                       |
| 13          | 616.50                       | 629.50                       | 643.50                       | 657.00                       |
| 14          | 644.50                       | 659.50                       | 675.00                       | 690.50                       |
| 15          | 674.00                       | 691.00                       | 708.50                       | 726.00                       |

Coordinator I  
Sales Support Representative

Finance Representative

Coordinator II  
Finance Representative II

Customer Service  
Representative II C2

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 453.00                       | 453.00                       | 453.00                       | 453.00                       |
| 2           | 467.50                       | 468.50                       | 469.50                       | 470.00                       |
| 3           | 482.50                       | 484.50                       | 486.00                       | 488.00                       |
| 4           | 498.50                       | 501.00                       | 503.50                       | 506.50                       |
| 5           | 514.50                       | 518.00                       | 521.50                       | 525.50                       |
| 6           | 531.00                       | 535.50                       | 540.50                       | 545.00                       |
| 7           | 548.00                       | 554.00                       | 560.00                       | 566.00                       |
| 8           | 566.00                       | 573.00                       | 580.00                       | 587.00                       |
| 9           | 584.00                       | 592.50                       | 601.00                       | 609.50                       |
| 10          | 603.00                       | 612.50                       | 622.50                       | 632.50                       |
| 11          | 622.50                       | 633.50                       | 644.50                       | 656.00                       |
| 12          | 642.50                       | 655.00                       | 668.00                       | 681.00                       |
| 13          | 663.50                       | 677.50                       | 692.00                       | 706.50                       |
| 14          | 685.00                       | 700.50                       | 717.00                       | 733.50                       |
| 15          | 707.00                       | 724.50                       | 742.50                       | 761.00                       |

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 493.50                       | 493.50                       | 493.50                       | 493.50                       |
| 2           | 508.00                       | 509.00                       | 510.00                       | 511.00                       |
| 3           | 523.50                       | 525.00                       | 527.00                       | 529.00                       |
| 4           | 539.00                       | 541.50                       | 544.50                       | 547.50                       |
| 5           | 555.00                       | 558.50                       | 562.50                       | 566.50                       |
| 6           | 571.50                       | 576.50                       | 581.50                       | 586.50                       |
| 7           | 588.50                       | 594.50                       | 601.00                       | 607.00                       |
| 8           | 605.50                       | 613.00                       | 621.00                       | 628.50                       |
| 9           | 623.50                       | 632.50                       | 641.50                       | 650.50                       |
| 10          | 642.50                       | 652.50                       | 663.00                       | 673.50                       |
| 11          | 661.50                       | 673.00                       | 685.00                       | 697.00                       |
| 12          | 681.00                       | 694.50                       | 708.00                       | 721.50                       |
| 13          | 701.00                       | 716.00                       | 731.50                       | 747.00                       |
| 14          | 722.00                       | 738.50                       | 756.00                       | 773.50                       |
| 15          | 743.50                       | 762.00                       | 781.00                       | 800.50                       |

Service Technician

Information Systems Technician

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 412.00                       | 412.00                       | 412.00                       | 412.00                       |
| 2           | 434.50                       | 435.50                       | 436.50                       | 437.00                       |
| 3           | 458.50                       | 460.50                       | 462.00                       | 463.50                       |
| 4           | 484.00                       | 486.50                       | 489.00                       | 492.00                       |
| 5           | 510.50                       | 514.50                       | 518.00                       | 521.50                       |
| 6           | 539.00                       | 543.50                       | 548.50                       | 553.50                       |
| 7           | 568.50                       | 574.50                       | 581.00                       | 587.00                       |
| 8           | 600.00                       | 607.50                       | 615.00                       | 622.50                       |
| 9           | 633.00                       | 642.00                       | 651.00                       | 660.50                       |
| 10          | 668.00                       | 678.50                       | 689.50                       | 700.50                       |
| 11          | 704.50                       | 717.50                       | 730.00                       | 743.00                       |
| 12          | 743.50                       | 758.50                       | 773.00                       | 788.50                       |
| 13          | 784.50                       | 801.50                       | 818.50                       | 836.50                       |
| 14          | 828.00                       | 847.00                       | 867.00                       | 887.00                       |
| 15          | 873.50                       | 895.50                       | 918.00                       | 941.00                       |

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 474.00                       | 474.00                       | 474.00                       | 474.00                       |
| 2           | 498.50                       | 499.50                       | 500.50                       | 501.50                       |
| 3           | 524.50                       | 526.50                       | 528.00                       | 530.00                       |
| 4           | 552.00                       | 554.50                       | 557.50                       | 560.50                       |
| 5           | 580.50                       | 584.50                       | 588.50                       | 593.00                       |
| 6           | 610.50                       | 616.00                       | 621.50                       | 627.00                       |
| 7           | 642.50                       | 649.00                       | 656.00                       | 663.00                       |
| 8           | 675.50                       | 684.00                       | 692.50                       | 701.00                       |
| 9           | 710.50                       | 721.00                       | 731.00                       | 741.50                       |
| 10          | 747.50                       | 759.50                       | 771.50                       | 784.00                       |
| 11          | 786.50                       | 800.50                       | 814.50                       | 829.00                       |
| 12          | 827.50                       | 843.50                       | 860.00                       | 877.00                       |
| 13          | 870.50                       | 889.00                       | 907.50                       | 927.50                       |
| 14          | 915.50                       | 936.50                       | 958.00                       | 980.50                       |
| 15          | 963.00                       | 987.00                       | 1,011.50                     | 1,037.00                     |

## Wireless Technician I

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 493.50                       | 493.50                       | 493.50                       | 493.50                       |
| 2           | 520.50                       | 521.50                       | 522.00                       | 523.00                       |
| 3           | 549.00                       | 550.50                       | 552.50                       | 554.50                       |
| 4           | 578.50                       | 582.00                       | 585.00                       | 588.00                       |
| 5           | 610.00                       | 614.50                       | 619.00                       | 623.50                       |
| 6           | 643.50                       | 649.00                       | 655.00                       | 661.00                       |
| 7           | 678.50                       | 686.00                       | 693.00                       | 700.50                       |
| 8           | 715.50                       | 724.50                       | 733.50                       | 742.50                       |
| 9           | 754.50                       | 765.50                       | 776.00                       | 787.50                       |
| 10          | 795.50                       | 808.50                       | 821.50                       | 834.50                       |
| 11          | 839.00                       | 854.00                       | 869.00                       | 885.00                       |
| 12          | 885.00                       | 902.00                       | 920.00                       | 938.00                       |
| 13          | 933.00                       | 953.00                       | 973.50                       | 994.50                       |
| 14          | 984.00                       | 1,006.50                     | 1,030.00                     | 1,054.00                     |
| 15          | 1,037.50                     | 1,063.50                     | 1,090.00                     | 1,117.50                     |

Wireless Technician II  
Technical MSC/RNOC

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 591.00                       | 591.00                       | 591.00                       | 591.00                       |
| 2           | 622.00                       | 623.00                       | 624.50                       | 625.50                       |
| 3           | 655.00                       | 657.00                       | 659.50                       | 662.00                       |
| 4           | 689.00                       | 693.00                       | 696.50                       | 700.50                       |
| 5           | 725.50                       | 730.50                       | 736.00                       | 741.00                       |
| 6           | 763.50                       | 770.50                       | 777.00                       | 784.00                       |
| 7           | 803.50                       | 812.50                       | 821.00                       | 830.00                       |
| 8           | 846.00                       | 856.50                       | 867.00                       | 878.00                       |
| 9           | 890.50                       | 903.00                       | 916.00                       | 929.00                       |
| 10          | 937.50                       | 952.50                       | 967.50                       | 983.00                       |
| 11          | 986.50                       | 1,004.50                     | 1,022.00                     | 1,040.50                     |
| 12          | 1,038.50                     | 1,059.00                     | 1,079.50                     | 1,101.00                     |
| 13          | 1,093.00                     | 1,116.50                     | 1,140.50                     | 1,165.00                     |
| 14          | 1,150.50                     | 1,177.50                     | 1,204.50                     | 1,233.00                     |
| 15          | 1,211.00                     | 1,241.50                     | 1,272.50                     | 1,304.50                     |

## Retail Sales Consultant

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 317.00                       | 317.00                       | 317.00                       | 317.00                       |
| 2           | 329.00                       | 329.50                       | 330.50                       | 331.00                       |
| 3           | 341.50                       | 343.00                       | 344.00                       | 345.50                       |
| 4           | 354.50                       | 356.50                       | 358.50                       | 360.50                       |
| 5           | 368.00                       | 371.00                       | 373.50                       | 376.00                       |
| 6           | 382.50                       | 385.50                       | 389.00                       | 392.50                       |
| 7           | 397.00                       | 401.00                       | 405.50                       | 409.50                       |
| 8           | 412.00                       | 417.00                       | 422.50                       | 427.50                       |
| 9           | 427.50                       | 434.00                       | 440.00                       | 446.00                       |
| 10          | 444.00                       | 451.00                       | 458.50                       | 465.50                       |
| 11          | 461.00                       | 469.50                       | 477.50                       | 486.00                       |
| 12          | 478.50                       | 488.00                       | 497.50                       | 507.00                       |
| 13          | 497.00                       | 507.50                       | 518.50                       | 529.50                       |
| 14          | 516.00                       | 528.00                       | 540.00                       | 552.50                       |
| 15          | 535.50                       | 549.00                       | 562.50                       | 576.50                       |

## Business Sales Specialist

| <u>Step</u> | <u>Effective<br/>2/06/05</u> | <u>Effective<br/>2/05/06</u> | <u>Effective<br/>2/04/07</u> | <u>Effective<br/>2/03/08</u> |
|-------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1           | 404.50                       | 404.50                       | 404.50                       | 404.50                       |
| 2           | 419.00                       | 419.50                       | 420.50                       | 421.00                       |
| 3           | 433.50                       | 435.00                       | 436.50                       | 438.00                       |
| 4           | 449.00                       | 451.50                       | 453.50                       | 456.00                       |
| 5           | 464.50                       | 468.00                       | 471.50                       | 475.00                       |
| 6           | 481.00                       | 485.50                       | 490.00                       | 494.00                       |
| 7           | 498.00                       | 503.50                       | 509.00                       | 514.50                       |
| 8           | 515.50                       | 522.00                       | 528.50                       | 535.50                       |
| 9           | 534.00                       | 541.50                       | 549.50                       | 557.00                       |
| 10          | 553.00                       | 561.50                       | 570.50                       | 580.00                       |
| 11          | 572.50                       | 582.50                       | 593.00                       | 603.50                       |
| 12          | 592.50                       | 604.00                       | 616.00                       | 628.50                       |
| 13          | 613.50                       | 626.50                       | 640.00                       | 654.00                       |
| 14          | 635.00                       | 650.00                       | 665.00                       | 680.50                       |
| 15          | 657.50                       | 674.00                       | 691.00                       | 708.50                       |

Sales Specialist

| <u>Step</u> | <u>Effective</u><br><u>2/06/05</u> | <u>Effective</u><br><u>2/05/06</u> | <u>Effective</u><br><u>2/04/07</u> | <u>Effective</u><br><u>2/03/08</u> |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 1           | 463.50                             | 463.50                             | 463.50                             | 463.50                             |
| 2           | 480.50                             | 481.50                             | 482.50                             | 483.50                             |
| 3           | 498.50                             | 500.50                             | 502.00                             | 504.00                             |
| 4           | 517.00                             | 520.00                             | 522.50                             | 525.50                             |
| 5           | 536.50                             | 540.00                             | 544.00                             | 548.00                             |
| 6           | 556.50                             | 561.00                             | 566.50                             | 571.50                             |
| 7           | 577.00                             | 583.00                             | 589.50                             | 595.50                             |
| 8           | 598.50                             | 606.00                             | 613.50                             | 621.00                             |
| 9           | 620.50                             | 629.50                             | 638.50                             | 647.50                             |
| 10          | 643.50                             | 654.00                             | 664.50                             | 675.50                             |
| 11          | 667.50                             | 679.50                             | 692.00                             | 704.00                             |
| 12          | 692.50                             | 706.00                             | 720.00                             | 734.50                             |
| 13          | 718.00                             | 733.50                             | 749.50                             | 765.50                             |
| 14          | 745.00                             | 762.50                             | 780.00                             | 798.50                             |
| 15          | 772.50                             | 792.00                             | 812.00                             | 832.50                             |

MEMORANDUM OF AGREEMENT  
CWA INTERNAL APPEAL PROCESS

This Memorandum of Agreement between Communications Workers of America (the Union) and Cingular Wireless (the Company) is effective upon ratification of the 2005 Labor Agreement between the parties and shall be effective for the life of such agreement.

1. Whenever the Union, during the term of this trial, notifies the Company in writing of its election to arbitrate a grievance pursuant to Article 9, Arbitration, of the applicable Labor Agreement, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union's internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 15-day time limit provided for in Section 3. of said Article 9 shall be frozen as of the date the Company receives said notice.
2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Paragraph 1., above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
  - a. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration, and the running of the 15-day time limit provided for in Section 3. of Article 9, Arbitration, of the applicable Labor Agreement, shall resume as of the date upon which the Company receives this notice.
  - b. If the appeal is denied, the Union shall also notify the Company of withdrawal of its previous notice of election to arbitrate the subject grievance.

COMMUNICATIONS WORKERS  
OF AMERICA

CINGULAR WIRELESS

By: \_\_\_\_\_



Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

By: \_\_\_\_\_



Franklin Garon Jr.  
Sr. HR Manager - Labor Relations  
Cingular Wireless

MEMORANDUM OF AGREEMENT  
FOR  
PAYROLL DEDUCTION OF CWA-COPE

This is an agreement between Cingular Wireless ("Company") and Communications Workers of America, ("Union") by which the Company agrees, effective upon ratification of the 2005 Labor Agreement between the parties and for the life of the 2005 Labor Agreement, to provide a procedure whereby eligible employees of the Company may make voluntary contributions through payroll deduction to CWA-COPE, a separately segregated Political Action Committee (PAC) sponsored by the Union. The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE is restricted to those employees of the Company who are certified by the Union as eligible under applicable federal and state laws. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
2. Deductions from employees' pay shall be made each pay period and will begin or change in the first pay period ending in the month following receipt of a signed payroll deduction authorization (PRD) card. Authorization cards are to be forwarded to the payroll office by the 20<sup>th</sup> calendar day of a month in order for them to be effective in the month following receipt. Deductions shall be in the minimum amount of 25 cents per pay period. The employees' paydrafts will carry an indication of the PAC deduction.
3. The Company will remit contributions to the Treasurer, CWA-COPE Political Contributions Committee, monthly, following the deduction from the employees' pay. In addition, the Company will transmit monthly a list of contributors through payroll deductions showing the contributors' names and amounts contributed.
4. Any employee's payroll deduction shall cease only upon the occurrence of any of the following:
  - a. Termination of a participating employee's employment with the Company.
  - b. Retirement of a participating employee.
  - c. Transfer of a participating employee out of the bargaining unit.
  - d. Receipt in the payroll office of written notice to cancel contributions to CWA-COPE signed by the employee.

5. The Union shall reimburse the Company for all costs and expenses incurred in implementing and maintaining this payroll deduction program which shall include, but not be limited to, the initial costs of establishing same, the processing of authorization of deductions and remittances, and preparation of any reports to the Union or filed with governmental or regulatory bodies, and any increase in such costs and expenses. Upon determination of its initial costs to establish and implement the program, the Company will render a bill to the Union for the total amount which shall be due and payable within ninety (90) days thereafter. The Company will bill the Union monthly for the costs of maintaining the program including the processing of authorization cards, handling the periodic deductions and remittances, fulfilling any reporting requirements, and any other costs incurred. Payment of monthly bills will be due thirty (30) days after rendition by the Company.
6. This agreement is subject to applicable federal, state and local laws and regulations and shall not be effective where prohibited by any such laws or regulations.
7. The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAC. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered by this agreement.

COMMUNICATIONS WORKERS  
OF AMERICA

CINGULAR WIRELESS

By: \_\_\_\_\_

  
Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

By: \_\_\_\_\_

  
Franklin Garon Jr.  
Senior Human Resources Manager –  
Labor Relations  
Cingular Wireless

## Letter of Agreement 1

Teri Pluta  
CWA Representative  
Communications Workers of America

Subject to ratification of the 2005 Labor Agreement the Company agrees that any covered employee shall, upon written request, be permitted to examine and receive copies of records containing personally-identifiable employee information about themselves pursuant to and in accordance with the Company's then current policies and procedures relating to that subject.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name and title.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

## Letter of Agreement 2

Teri Pluta  
CWA Representative  
Communications Workers of America

Subject to ratification of the 2005 Labor Agreement the Company agrees to make the Director-Labor Relations available to work with a designated representative of the Union for the purpose of developing a joint presentation for employee orientation meetings, as outlined in Section 1., of Article 17, Company-Union Relationship. It is further the Company's intent to allow the Union representative to remain at the Company facility at the conclusion of the orientation meeting to meet privately with any Bargaining Unit employees who elect to remain for additional information and/or questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the typed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

### Letter of Agreement 3

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between the Communications Workers of America and Cingular Wireless the Company agrees that prior to assigning an employee to a formal training course, it will consider the employee's seniority as well as the employee's performance, capabilities, and other such relevant factors.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name and title.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America it is the Company's intent in the administration of Section 2. of Article 19, Basis of Compensation, of the 2005 Labor Agreement, to limit changes in annual sales commission plans to those required for competitive or business reasons as determined by the Company. While the highly competitive and dynamic nature of the Company's business does not allow the Company to commit to a limitation in sales commission changes, it is the Company's intent that any changes to sales commissions will be made in a manner that fairly recognizes both the contribution of the employees and the desire of the Company to outperform its competitors. In this regard, it is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA prior to its notice to employees related to any such changes.

The Company agrees to establish a joint committee to meet twice a year, or more/less frequently if needed and mutually agreed to by the committee chairs, to discuss suggestions regarding additional compensation plans, commissions, bonuses, and incentive programs. This committee will consist of no more than four representatives each. The union committee will consist of 3 employees and 1 representative from the CWA International. The meeting place and time will be mutually agreeable by the committee chairs. Meeting expenses will be paid by the company. Normal meeting time should consist of one-day sessions not requiring an overnight stay. Participants will only be paid for a normal shift.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the typed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America it is the Company's intent in administering the provisions of Article 2, Recognition and Establishment of the Unit, Section 2, related to the subcontracting of work, to consider the interest of customers and employees as well as the needs of the Company in its highly competitive and dynamic business. For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, it is the Company's general policy that traditional wireless work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the bargaining unit. It is the general policy of the Company:

- to have employees within the bargaining unit perform bargaining unit work;
- to provide notice to the Union when contracting, except as noted above, is anticipated to last more than ninety (90) days, and to discuss the reasons for such contracting;
- to consider the use of Union-represented contractors to perform work normally performed by the bargaining unit with the understanding that the selection of any contractor is determined solely by the Company;
- to generally use contractors for reasons associated with force or technological requirements or to operate specialized equipment and/or systems.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the typed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America it is the Company's intent to recognize that in certain work groups it may be beneficial to the employees and in the best interest of the business to establish a four day schedule as a normal tour. Accordingly, in a work group where management and the union agree, the number of hours which presently constitute a normal five day tour will be scheduled in equal amounts over four days.

The work groups selected for such four day tours will be solely at the discretion of the Company. The management and the union will discuss the process by which the number of employees who volunteer will be assigned their shifts and tours. It is further agreed that if the needs of the business require the Company to discontinue the four day tour, the Company will notify the Union in advance.

Four day tours will be scheduled in advance as full tours. No daily overtime payment shall be made for any of the scheduled hours worked which constitute the normal four day tour.

Subject to the above, and before implementing a four day schedule in any work group, management and the union will establish the parameters and implementation procedures for such four day tours. Unless otherwise agreed, the following will apply:

- (1) Weeks in which holidays fall will revert to a normal five day tour.
- (2) Employees scheduled for a week of vacation will have their tours revert to the normal five day tour.
- (3) Employees pre-scheduled for Excused Work Days, Day-At-A-Time Vacation, Floating Holiday(s), or jury duty will revert their tours to the normal five day tour. Non-scheduled Floating Holidays, Excused Work Days, or Day-At-A-Time Vacation within a week in which the employee's tour is four ten hour days will be treated as ten hour days. Employees may take no more than four ten hour unscheduled days (i.e., forty hours) on a day-at-a-time basis. These unscheduled days include Floating Holidays, Excused Work Days, or Vacation days.

- (4) Payment will be based upon a ten hour day for employees who are absent because of sickness or accident disability during the course of the four day tour. If the disability continues into the next week, the employee's tour will revert to the normal five day tour.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the typed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America as soon as reasonable, following ratification of this agreement, a CWA International Representative and a Labor Relations representative will meet and agree upon ten (10) neutral evaluators ("evaluators") to create a special panel for purposes of this process. The parties will schedule neutral evaluation days with each evaluator, where the evaluator will hear no more than four (4) dismissal and/or suspension cases per day. Each case will be limited to ninety (90) minutes as set forth below. The cases will be evenly distributed among the evaluators as practicality permits. The parties agree to equally share the compensation and expenses of the neutral evaluations.

Proceedings before the evaluator shall be informal in nature. The presentation of evidence and the issues heard will be limited to that which has already been presented or asserted during the grievance procedure. Formal rules of evidence will not apply. The parties will be represented by Labor Relations Managers and Union Representatives and no official record of the neutral evaluation will be kept.

Each party may have no more than two (2) individuals attend the neutral evaluation proceeding. Each party will be limited to a half hour presentation. The evaluator will be provided one half hour to question both parties in the presence of one another, and to render his or her advisory opinion. This advisory opinion will resolve any procedural or arbitrarily issues and/or determine whether the Company acted with or without just cause, and where the disciplinary action lacked just cause, what if any, remedy should be imposed.

Within two (2) working days following the evaluator's advisory opinion, a party must notify the other party in writing if the party rejects the evaluator's advisory opinion; otherwise it will be treated as accepted by the party. In instances where the parties accept the evaluator's advisory opinion of no just cause, the Company agrees to implement the remedy within ten (10) working days. In instances where the parties accept the evaluator's advisory opinion of just cause, the Union agrees to withdraw the grievance in writing within ten (10) working days.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America the Company and the Union acknowledge their mutual interest in minimizing the hardships placed on the employees around work and family issues. It is therefore agreed that no later than ninety (90) days after ratification of this Agreement, two (2) representatives from the Union and two (2) representatives from the Company will meet together to explore options that are mutually agreeable that could alleviate some of these hardships. Options explored could include, but are not limited to establishment of a Dependent Care Fund, Kids in the Workplace programs, and discounted rates at certified sites.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name and title.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America the Company will encourage innovative scheduling in those organizations that determine such scheduling permits them to meet the needs of the business. Such scheduling shall be in accordance with those provisions of the 2005 Agreement between the Union and the Company governing scheduling. Both the Company and the Union will encourage the active involvement of Local Union Officers in "Innovative Scheduling" implementation efforts.

It is further understood that if such scheduling does not prove to be in the best interest of the business, it will be discontinued effective with one (1) week's notice to the employees involved.

Sincerely,

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement, the Company will continue the existing Motor Vehicle Usage Policy. The use of SmithSafe or Motor Observation Report programs is intended to re-enforce and encourage safe driving habits of our employees.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America, monthly sales quotas will be adjusted in full week increments (40 aggregate hours in a calendar month) for Vacation, Company mandated training, and Union absence time. In those instances where a full week crosses over the end of the month, the adjustment will be made for the month in which the majority of the time occurs. Beginning with the 2006 Compensation Plan accelerator payments will be based on the targeted number at 100% for the month using the following examples:

- A. If the monthly quota is 40 and the month has four weeks in it, each week is equal to 10. If an employee takes 40 hours off for vacation or mandated training they will be given credit for 10 sales in the system. If they sell 30 for the remaining weeks of the month, they would be at 100% ( $30 + 10 = 40$ .  $40/40 = 100\%$ .)*
- B. In the same example above, if the employee actually sold 32 then they would be at 105% ( $32 + 10 = 42$ .  $42/40 = 105\%$ ).*
- C. In the example above, if the employee sold 38 in the remaining weeks of the month, they would be at 120% ( $38 + 10 = 48$ .  $48/40 = 120\%$ )*

Inside Sales/Retail Sales Consultants will be allowed to match Cingular Wireless consumer internet prices for identical equipment, accessories, and services when requested by the customer and approved by management. Management will reasonably consider the requests when they are made by the representative.

Chargebacks that are more than 91 days old will not count against quota attainment for discipline purposes.

Sincerely,



Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America, in the event that Cingular issues an initial public offering (IPO), members of the bargaining unit shall be treated equally to other non-management employees, regarding participation in the offering. Notice will be given to CWA as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America, the Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive wireless industry.

Call Quality Observation is a tool to evaluate the on-line effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect which enhances job satisfaction.

To this end, the Company will endeavor to review Call Quality Observation results with the employee within 2 of the employee's next work days of the observation.

It is also agreed that no later than ninety (90) days after ratification of this Agreement, the parties will create a joint committee to discuss enhancing all aspects of job satisfaction. The committee will be comprised of five (5) representatives from the Union and five (5) representatives from the Company. Each party will appoint one member of their team to act as co-chair. The co-chairs will mutually agree to the meeting time, location and date. Employee representatives for the Union shall suffer no loss of pay for time consumed in and necessarily consumed in traveling to and from these meetings. The co-chairs can mutually agree to additional meetings or to appoint subcommittees as necessary.

Joint recommendations will be provided to the appropriate contact for the Company and the Union for their review and consideration. The Committee will issue an initial executive report containing recommendations no later than one hundred eighty (180) days after it is formed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless

Teri Pluta  
CWA Representative  
Communications Workers of America, District 4

Subject to ratification of the 2005 Labor Agreement between Cingular Wireless and the Communications Workers of America, the Company and the Union acknowledge a mutual interest in exploring the CWA/NETT Academy program for possible application within Cingular Wireless. It is therefore agreed that within one hundred eighty (180) days of ratification of this Agreement a conference call will be held to discuss CWA/NETT Academy. Participants on the call will include representatives assigned by the Union who are familiar with the program and representatives assigned by the Company responsible for employee training. The Union and the Company can include other representatives as they each deem appropriate. Following the call, designated representatives of the Union and the Company will mutually agree to any further consideration of the program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Franklin Garon Jr.", is positioned above the printed name.

Franklin Garon Jr.  
Senior Human Resources Manager – Labor Relations  
Cingular Wireless