

AGREEMENT

between

COMMUNICATIONS WORKERS OF AMERICA

and

UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.
Located at Clinton, N.J.

Effective April 1, 2006

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AGREEMENT BETWEEN
COMMUNICATIONS WORKERS OF AMERICA
AND
UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.

This Agreement is made and entered into this **1st day of April, 2006** by and between the COMMUNICATIONS WORKERS OF AMERICA, an unincorporated association hereinafter called the "Union," and the UNITED TELEPHONE COMPANY OF NEW JERSEY, INC., a corporation organized under the laws of the State of New Jersey, hereinafter called the "Company." This Agreement has been negotiated by the Communications Workers of America on behalf of all non-management employees in the bargaining unit in job classifications shown in the wage schedules appended hereto, in the Company locations formerly known as New Jersey Telephone Company as certified by the N.L.R.B. This Agreement shall continue in full force and effect throughout its term as a commitment binding the Company, all employees in the bargaining unit, and the Communications Workers of America.

The Union agrees that its members will individually and collectively perform loyal work and service and that they will use their skills and efforts to protect the property and interests of the Company, its good name, and its service to the public.

The Company and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves, the Company, the Union and respective representatives at all levels will fairly apply the terms of this contract in accord with its intent and meaning, consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

ARTICLE I
Recognition

Section 1.01 The Company hereby recognizes the Communications Workers of America as the sole collective bargaining agent for non-supervisory employees as certified by the N.L.R.B. (except those employees specified under Article I, Section 1.02 of this Agreement, or otherwise excluded by the National Labor Relations Act) whether such employees are members of the Union or not, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the purpose of entering into agreements with respect thereto which shall be binding upon the Company, the Union and all employees in the bargaining unit.

Section 1.02 "Confidential employees" who are assigned to work in management offices or whose work entails the handling of, or access to, confidential company matters or files, stock lists, dividend payments, etc., and other matters of a confidential or policy nature shall be excluded from the bargaining unit. The Company will keep the Union informed of any change in employees in this classification.

Section 1.03 It is recognized by the Company that the Executive Committee of the Union is vested with the power to represent the Union in dealing with the Company as the bargaining agent under this Agreement, and it is recognized by the Union that representatives designated by the President or Vice President of the Company are vested with the power to represent the Company in dealing with the Union under this Agreement.

ARTICLE II

Authorized Representation

Section 2.01 It is mutually agreed that collective bargaining with respect to rates, wages, hours of employment and other conditions of employment, shall be carried out by the Manager - Employee/Labor Relations or his/her designee on behalf of the Company and such representatives of the Union as are authorized to bargain collectively for the purpose stated above. No agreement between the Company and the Union shall be effective and binding upon the parties unless and until signed by an Officer of the Company and the Vice President or designated representative of District I for the Union.

Section 2.02 The Company will recognize the duly elected employee Union delegates and/or their alternates. The Union will notify the Company as to the identity of such delegates and alternates and will promptly notify the Company of any change in the status of such representatives.

Section 2.03 Delegates or alternates shall not absent themselves from work without the expressed permission of their Company supervisor.

Section 2.04 Union employee delegates or alternates and the Grievance Committee, with the approval of management, shall be permitted to confer with management on grievance matters without loss of pay during regular working hours. This provision does not cover time spent for contract negotiations, arbitration proceedings, or government agency proceedings.

ARTICLE III

Terms

Section 3.01 Probationary Employees - Employees shall be on probation for the first twelve (12) months of employment. The Company shall have the right to discharge employees during their probationary period, and such discharge shall not be subject to the arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, employees shall be placed upon the seniority list as of their date of hiring and be considered eligible to sign bids for jobs posted in the bargaining unit. The probationary period of any employee may be extended by mutual agreement between the Company and the Union.

At the discretion of the Company, probationary employees may be excluded from late shift, call-out and scheduled overtime if they do not possess the necessary qualifications to do the work required.

Section 3.02 Regular Employees - These are individuals whose employment is expected to continue indefinitely, although it may be terminated at any time by action on the part of the employee or the Company.

Section 3.03 Temporary Employees - These are individuals whose employment is for a limited period or for a specific project and is expected to continue to the end of the period or the completion of the project, although it may be terminated at any time by action on the part of the employee or the Company. Temporary employees are not eligible to receive Company benefits.

Section 3.04 Regular Part-time Employees - These are individuals who are scheduled to work a minimum of twenty hours per week. Regular part-time employees will be required to work up to forty hours per week during the training period. Regular part-time employees are eligible for prorated vacation and holiday pay in addition to medical and dental insurance. Vacation and holiday pay will be prorated based on the average hours worked during the previous twelve month or six month period. For employees with less than six months of service, proration will be based on the average hours worked during the period of employment.

Section 3.05 Part-time Employees - These are individuals who are scheduled to work less than twenty hours per week. Part-time employees will be required to work up to forty hours per week during the training period. Part-time employees are not eligible to receive Company benefits.

Section 3.06 Occasional Employees - These are individuals whose employment is on a day-to-day basis. They are employees only on the days on which they work. Occasional employees are not eligible to receive Company benefits.

ARTICLE IV

Collection of Union Dues

Section 4.01 The Company shall collect Union membership dues from the wages of any Union member when such deduction has been authorized by that member through submitting an appropriately signed "Authorization for Union Dues Deduction" form to the Company. The amount thus deducted will continue until such authorization is revoked by the member in writing or until he/she ceases to be represented by the Union.

Section 4.02 The authorized deductions will be made biweekly. Deductions for any member will be eliminated in a deduction week whenever there is insufficient pay to make the deduction. Payroll deductions will begin with the next week following receipt of authorization. Cancellation by an employee of authorization for Union dues shall be effected by written notice to the Company, signed by the employee and addressed to the Vice President and General Manager. The Company shall honor such cancellations in the week following receipt.

Section 4.03 The Union shall certify to the Company the precise amount of dues to be deducted per member. The Company will forward the amount deducted on a monthly basis to the Secretary- Treasurer of the Union at CWA, 501 3rd Street, Northwest, Washington, D.C. 20001-2797. The Company will also furnish the Secretary-Treasurer with a monthly statement indicating the total dues deducted, a list of employees for whom dues were deducted, the names of employees whose deductions were omitted because of insufficient pay, the names of additional employees authorizing payroll deductions of dues, and the names of employees whose dues authorizations were revoked.

ARTICLE V

Maintenance of Union Membership

Section 5.01 Employees (1) who are members of the Union on the effective date of this Agreement and employees (2) who are members of the Union on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is the later, shall, as a condition of continued employment, maintain membership in the Union until the termination of this Agreement or until promoted or transferred out of the bargaining unit, provided, however, that any employee who wishes to withdraw from the Union may do so by giving written notice to the Union and the Company. Such notice must be received or postmarked during the ten (10) day period preceding the expiration of this Agreement.

The Union and the Company agree to post a joint notice, consisting of Section 5.01 of this Article, on Union and Company bulletin boards for the twenty day period immediately preceding the expiration date of the Agreement.

Section 5.02 The Company shall not discharge or otherwise discriminate against any employee under the provisions of this Article (1) because Union membership is not available to the employee on the same terms and conditions generally applicable to other employees, or (2) because Union membership is denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 5.03 If a dispute arises under the conditions specified in Section 5.01 of this Article, such dispute shall be handled through the Grievance Procedure specified in Article VII of the Agreement. If the dispute has not been adjusted to the mutual satisfaction of both parties through the Grievance Procedure, either party may, upon written notice served upon the other party within thirty (30) days after the Grievance Procedure has been exhausted, require that the dispute at issue be submitted to arbitration pursuant to the provisions of Article VIII of this Agreement.

ARTICLE VI

Nondiscrimination

Section 6.01 The Company and the Union agree they will abide by State and Federal laws and will not discriminate against any employee or group of employees because of their Union membership, race, color, creed, sex, age, or national origin or because the employee is handicapped, a disabled veteran, or a veteran of the Vietnam era, or has a physical or mental disability. The parties further agree to take all actions necessary to comply with the Americans with Disabilities Act.

Notwithstanding anything to the contrary, where any one clause or article of this contract is applicable to a request for a leave of absence as defined by the Family and Medical Leave Act of 1993, and the contract provides for a greater level of benefits than are required under the FMLA, the provisions of the contract shall prevail. In no instance shall the contract diminish any rights guaranteed under the Act. The Company shall have the final discretion with regards to those options where the employer is provided with discretion under the FMLA.

The Union shall support the Company's policy that sexual harassment by an employee of any other person will not be tolerated.

ARTICLE VII

Grievance Procedure

Section 7.01 The Union shall appoint a Grievance Committee of not more than three members from among its own officers or other employees in the bargaining unit. The Union shall promptly notify the Company as to the identity of the Grievance Committee members.

Section 7.02 Should a difference arise between the Company and Union with respect to the interpretation and application of this Agreement, there shall be no suspension of work. An earnest effort shall be made to settle any difference promptly in the following manner:

a. STEP ONE - The aggrieved employee and Union Steward shall take the grievance before the employee's immediate supervisor within thirty (30) calendar days of its occurrence. The supervisor shall verbally advise the grievant and Union Steward of his/her decision concerning the grievance no later than seven (7) calendar days after its oral discussion. Every effort shall be made by the parties to settle the grievance at this level.

b. STEP TWO - If the grievance is not satisfactorily settled after presentation in Step One, the grievance may then be taken to Step Two by submitting it in writing to the Human Resources designee not more than ten (10) calendar days after the supervisor's verbal reply. The written grievance shall contain the date the grievance occurred, name of the employee(s) involved, statement of all pertinent facts, and if applicable, the contract clause(s) allegedly violated, and the settlement requested. Any written grievance not so prepared shall be returned to the Union for correction and resubmitted no later than five (5) calendar days from the date of return.

A meeting between a representative of the International Union, the Grievance Committee, and management representatives will be promptly convened at a mutually satisfactory time following such written notification. The Company shall provide its answer to the Union not more than fifteen (15) calendar days after the conclusion of the Step Two meeting.

c. Grievances arising from disciplinary suspension or discharge shall begin at Step Two of the grievance procedure by submitting the grievance in writing within fifteen (15) calendar days of the date of suspension or discharge to the Human Resources designee.

Section 7.03 It is understood by both parties that the Grievance Procedure as set forth above shall be strictly followed and that no grievances shall be considered outside of the complete grievance process.

Section 7.04 Unless a grievance is presented in the manner and periods provided, it shall be deemed not to exist.

Section 7.05 No extension of time limitations as provided herein shall be allowed except by mutual agreement of both parties. The grievance may be carried to the next step of the Grievance Procedure if response time limits are not met by the Company as specified in the Grievance Procedure or as specifically extended by the parties.

Section 7.06 In the event that the Company believes itself to be aggrieved in connection with this Agreement, it shall present its grievance in writing to the Chairman of the Union's Grievance Committee who shall discuss the matter with the Committee. The Committee shall immediately proceed to effect a settlement of such grievance. A written response from the Chairman of the Union's Grievance Committee shall be presented to the Company within fifteen (15) calendar days following the Union's receipt of the Company's written grievance.

Section 7.07 No settlement resulting from the Grievance Procedure shall be binding upon the Company, except as applied to the specific occurrence or occurrences out of which the grievance arises and to the particular employee or employees for whom the grievance is presented.

Section 7.08 Any grievance which cannot satisfactorily be disposed of by the representatives of the Company and the Union in the manner herein provided may be submitted at the request of either party to arbitration as provided in Article VIII.

ARTICLE VIII

Arbitration

Section 8.01 Disputes with respect to the interpretation and application of this Agreement which have not been satisfactorily disposed of through the Grievance Procedure provided herein may be exclusively referred to arbitration by the Company or the Union.

Section 8.02 The party wishing to arbitrate must serve written notice of such intent to the other party within thirty (30) calendar days of the conclusion of Step Two, Article VII. Otherwise, the case shall be considered to be closed.

Section 8.03 Within ten (10) calendar days following the written notice of intent to arbitrate, the parties shall endeavor to agree upon an arbitrator. Unless the parties otherwise agree within the ten (10) calendar day period, the arbitrator shall be chosen by the parties from a list submitted by the American Arbitration Association. If the parties cannot agree upon any member on such list, the American Arbitration Association shall be requested to designate an arbitrator. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Section 8.04 The decision of the arbitrator shall be final and binding upon both parties.

Section 8.05 The arbitrator shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or modify its contents.

Section 8.06 Each party shall bear the expenses of preparing and presenting its own case. Compensation and expenses of the neutral arbitrator shall be borne equally by the Company and the Union.

Section 8.07 Strikes, slowdowns, picketing, sympathy strikes or work stoppages of any kind are prohibited under the terms of this Agreement and the Union shall assume full liability for the authorization and occurrence of such acts. The Company agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE IX

Hours of Work and Pay Practices

Section 9.01 All Departments

a. The basic workweek consists of five (5) full days' work containing eight (8) hours each which may be scheduled from Sunday to Saturday inclusive. The lunch period will be one (1) hour or one-half (1/2) hour based on business need as determined by management. The decision to grant or deny a one-half (1/2) hour lunch period will not be subject to the grievance procedure.

b. Where tours of duty do not come regularly within the same hours per day or the same days per week, work time schedules shall be posted on Thursday by 12:00 noon at least three weeks in advance. Work time schedules may be changed after being posted by mutual consent of the employees involved or for the protection of service or one week prior to the event for Network event scheduling and Business Operations installation cutovers. When at employee request, schedule changes will require prior Company approval.

c. When tour changes are initiated by the Company with less than twenty-four (24) hours notice, all hours worked outside the employee's posted scheduled tour shall be paid at the overtime rate.

Schedule changes initiated by the Company will be handled according to the following guidelines:

1. There will be only one schedule change per week to an employee's NS day.
2. An employee who has previously arranged his/her schedule to take care of personal business will not be subject to a schedule change for that occasion. No grievances will result from this provision.
3. Schedule changes initiated by the Company will be handled as follows:
 - A. Volunteers will be solicited according to the posted schedule.
 - B. In the event no volunteers are available, the schedule of the least senior employee in each job classification will be changed on a rotation basis.
4. Generally only established tours will be utilized for schedule changes. However, the parties agree that exceptions may occur due to service requirements, special projects, etc.

d. Overtime work is a condition of employment and employees have a responsibility to work overtime when requested to do so in order to meet service requirements. Overtime consists of all time worked in excess of a regular eight (8) hour tour or forty (40) hour week and is to be paid for at the rate of one and one-half (1 1/2) times the applicable base rate. Employees who work three (3) hours of overtime will receive a fifteen (15) minute paid break approximately midway through the overtime period.

Overtime will be offered on a rotational basis according to the work schedule.

Employees who are asked to work overtime between 11:00 p.m. and 6:00 a.m. will receive a minimum of three (3) hours of pay at the appropriate overtime rate. Such time worked will not be applicable to the provisions of recuperation time. When employees are asked to work overtime on a non-scheduled day or a holiday, a minimum of four (4) hours of work will be offered.

e. Call out is a condition of employment and occurs in response to a specific service failure or case of customer trouble. Employees are required to be available and accept call out during their designated on-call period. The use of an answering machine or a ring/no answer during the on-call period will be considered unavailability for call out. The on-call person shall be indicated on the schedule and will be assigned on a rotation basis according to the work schedule. In the event the employee in the on-call position is scheduled for training, vacation/floating holiday or is absent, the next employee in the rotation will be designated as on-call for the period.

Call out shall be computed from the time the employee arrives at the appropriate reporting center to the time the employee returns to the appropriate reporting center.

An employee who is called out to work non-scheduled (NS) time will receive a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times the base rate. An employee who is called out to work non-scheduled (NS) time on Sunday will receive a minimum of three (3) hours of pay at the rate of **one and one-half (1 1/2) times the base rate.**

There shall be no pyramiding of call-out pay. In the event of more than one call-out during the minimum period, time paid will be continuous from the time of the initial call-out to the completion of the work.

f. In order to meet the needs of the business in the most efficient manner, the Company, at its discretion, may use a "stand-by" differential for some work groups based on customer service requirements. Employees on stand-by will provide the service center a telephone number where they can be contacted and be readily available to respond to service outages. An employee on stand-by will receive **\$25.00** per day in addition to callout pay for the actual hours worked **effective through 2006. Effective 2007, the stand-by pay will be \$30.00 per day.** An employee who fails to respond to a service outage during the assigned stand-by period will forfeit stand-by pay for that day in which no response was made. He/she will be paid stand-by for the remainder of the assigned period.

The payment of stand-by pay does not in any way diminish the responsibility of any employee to respond to call-out during the on-call period.

When employees request and are granted excused non-paid time because they have used up their allotment of vacation and floating holiday time, such time will not be considered time worked for the calculation of overtime. When employees are excused without pay for Union business, such time will be considered time worked for calculation of overtime.

g. An employee who is called in to work on a non-scheduled day Monday through **Sunday** inclusive shall be paid one and one-half (1 1/2) times the base rate for all hours worked.

h. A differential of 10% of the basic hourly rate shall be paid for all scheduled hours worked between 7:30 p.m. and 6:00 a.m. (Sundays & holidays excluded). These hours shall be consecutive, separated only by the lunch period, where applicable.

i. For tours scheduled at least partially outside the regular workday, but ending at or before 9:00 p.m., the lunch period will be one half hour (non-paid). Scheduled tours ending after 9:00 p.m. are eight hours, including a 30-minute lunch period during which the employee is required to remain at the job location.

j. An employee who is called from his/her home at night and required to work during the night from 12:00 midnight or later and works at least four hours shall have a rest period of five (5) hours before starting the next scheduled tour. That portion, if any, of the recuperation period which extends beyond the starting hour of the next scheduled tour shall be classed as excused time, and payment for such time shall be allowed. In the event of a major storm, hurricane, or similar catastrophe, employees shall work the hours required, but the rights in the recuperation clause are waived. In those instances when the employee's time worked extends up or beyond his/her regularly scheduled starting time, the employee may remain at work and apply the appropriate amount of recuperation time at the end of the scheduled tour.

k. Employees scheduled to work on Sunday shall be compensated at **one and one-half (1 1/2)** times their regular rate. Travel time to or from school which occurs on Sunday shall be paid at one and one-half (1 1/2) times the base rate.

l. Whenever an employee is appointed a group leader and designated to perform in an "in charge" capacity for a group of three (3) or more employees, he/she will receive a differential of \$2.00 per hour for all hours worked. Assignment in this capacity should be used only in areas where there is no supervisor on site and the need for a working leader consistently exists. Assignment to an "in charge" capacity shall not exempt an employee from performing his/her normal duties.

m. In the event employees are assigned to report to a customer location within the franchised area or in order to meet the needs of the business in the most efficient manner, the Company, at its discretion, may utilize a voluntary program of home garaging. Home garaging, which authorizes employees to commute by Company vehicle between their home and assigned work location, will be utilized according to the following guidelines:

1. Under no circumstances will Company vehicles be driven for personal use. The use of a Company vehicle to transport unauthorized passengers, including family members, is not permitted. No alcohol or drugs will be permitted in Company vehicles.

2. Company vehicles must be locked and parked in the most secure locations available during the off-duty hours. The Company will be responsible for damages incurred due to vandalism, theft and acts of God, providing the vehicle was properly secured.

3. Employees participating in home garaging will be covered by Company insurance and Worker's Compensation for any authorized use of a Company vehicle, including driving to and from Company work assignments during non-paid time.

4. Routine maintenance and repair of Company vehicles will be coordinated with the Vehicle Mechanic on duty. Breakdowns will be handled in the most expedient manner available.

5. Employees assigned to a customer location/report center on a dedicated basis will arrive at the work location at the beginning of the scheduled tour and will leave the work location at the end of the scheduled tour, unless overtime is required. Paid time for call-out begins when the employee leaves home and ends when the call-out is completed at the customer location.

6. On occasion, employees will be required to report to the work center due to a meeting and may be required to receive work supplies and materials at home.

7. During vacation periods of one week or more, the employee may be required to return the vehicle to the work center.

8. Employees will adhere to all established safety procedures, motor vehicle regulations and state laws pertaining to the operation of a motor vehicle.

9. Extenuating personal circumstances regarding voluntary home garaging will be referred to the immediate supervisor for consideration.

n. In order to meet the needs of the business in the most efficient manner, the Company, at its discretion, may schedule employees four ten (10) hour work days per week in accordance with the following guidelines:

1. Ten hour tours will normally be 7:00 a.m. to 6:00 p.m. with a one hour lunch period or 7:00 a.m. to 5:30 p.m. with a thirty minute lunch period. Employees will be required to remain at the work site during a thirty minute lunch period.
2. The overtime rate will apply to all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week.
3. Vacation and Floating Holidays are accrued on an eight (8) hour basis. Vacation scheduled and granted during a four ten (10) hour day work week will be reported as forty (40) hours of vacation. Vacations scheduled and granted during a week in which a holiday occurs will be reported as thirty (30) hours of vacation and ten (10) hours of holiday. Vacation days will not normally be granted during a four ten (10) hour day work week when an overnight stay is required.

Floating holidays may be taken in days, half-days, or hourly increments. Employees will report the actual number of hours taken as floating holiday time.

In cases where employees do not have adequate vacation and floating holiday time to cover a complete or half tour, vacation and floating holiday time may be reported in conjunction with regular or excused non-paid time.

4. Employees who are absent from work due to illness or accident and who are subject to a waiting day will report 8 hours of waiting time and 2 hours of benefit time. Employees with two waiting days will report 10 hours of waiting time on the first day and 6 hours of waiting time and 4 hours of benefit time on the second day.
5. When a holiday occurs during a four ten (10) hour work week, the holiday will be paid on a 10 hour basis. Employees required to work on the holiday will be paid one and one-half (1 1/2) times the basic hourly rate for all hours worked, in addition to holiday pay.
6. Employees entitled to a fifth day of work in accordance with Section 22.02 will be offered 8 hours of work.
7. Tour differential applies to tours scheduled after 7:30 p.m. and before 6:00 a.m.

Section 9.02 The Company agrees that it will not use supervisory employees who are excluded from the bargaining unit on work performed by Union members except for:

- A. emergencies involving actual or potential interruptions of telephone service, the safety of employees or the public in general;
- B. times when employees are not readily available to perform work required i.e., when a qualified employee is not available or cannot be reached for assignment;
- C. times when technical expertise beyond the scope of bargaining unit employees and local management is required to install and/or maintain company or customer equipment;
- D. and for instructional purposes.

Section 9.03 For those employees who work on Saturday, the Company will attempt to schedule two (2)

consecutive days off during the week. It is understood that this language does not constitute a guarantee of two (2) consecutive days off. No employee shall be scheduled to work more than ten (10) consecutive days except where acute service conditions develop.

Section 9.04 Employees working in any of the job classifications indicated on the wage schedules of this Agreement, may be assigned to work in another job classification on a temporary basis when necessary. It is understood that the assignment of work between job classifications shall not adversely affect or in any manner diminish the contractual rights of employees in regard to work schedules, call out, scheduled overtime, vacation schedules, job postings, layoffs and contract work as determined by their original job classification.

Employees, who are at the maximum rate in their job classification and who are temporarily assigned and work for one-half or one complete tour in a classification with a higher maximum rate, shall be paid at the higher rate for the time worked in the classification with the higher maximum rate.

Employees, who are in progression and who are temporarily assigned and work for one-half or one complete tour in a classification with a higher maximum rate, shall be paid the hourly rate for their months of service as applicable in the higher classification's wage schedule for the time worked in the classification with the higher maximum rate.

Section 9.05 Payday will be changed to alternating Fridays and payment will be made to employees through direct deposit. If a Friday payday is also a holiday, the preceding Thursday shall be the payday.

ARTICLE X

Working Conditions

Section 10.01 The Company will furnish the following protective equipment to employees in appropriate occupational classifications: rubber glove protectors, rubber gloves, rain suits, waterproof storm footwear, leather work gloves, safety helmets, and safety glasses.

Employees in appropriate job classifications as determined by the Company must comply with the OSHA regulation regarding personal protective footwear during all working hours, including overtime, call-out and training time where similar hazards are encountered.

Employees who are required to climb poles using hooks are required to wear an ankle length or above boot. Calf length pull on boots are also acceptable. Employees in all other job classifications may wear either an oxford style tie shoe or boot. Employees required to wear personal protective footwear may receive a maximum of a **\$90.00** reimbursement in years **2006, 2007 and 2008** by submitting an approved expense report accompanied by a valid receipt.

Section 10.02 Uniforms to be provided to vehicle mechanics. Three changes a week (5 sets) with a capped cost of \$3.00 per week per mechanic.

Section 10.03 The Company agrees to supply Company standard tools and equipment necessary to perform work to which employees are assigned.

Section 10.04 The Professional Wear Program will be administered in accordance with the Company's practice. A pin/button designating affiliation with the CWA and not derogatory of the Company or its personnel, may be worn with the uniform so long as it does not cover the Company logo.

1. The Company will pay 100% of the cost. Uniforms will be provided to those classifications which the Company deems appropriate. Color, style and items of clothing will be determined by the Company.
2. Garments will be replaced, with supervisory approval, on an as needed basis, upon presentation of the garment to be replaced.
3. Employees will be required to wear uniforms that are, in the Company's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all working hours.
4. The Company reserves the right to amend, modify in whole or in part or discontinue the program at its sole discretion.

Section 10.05

1. All employees for whom the company authorizes an overnight stay will be required to use the GE Corporate MasterCard or any other "corporate card" as designated by the company for all business travel expenses. Employees will receive reimbursement for authorized expenses by submitting an approved expense report.

The company's business travel objective is to reimburse employees for reasonable and necessary expenses incurred on behalf of the company. At the same time, the company anticipates its employees to be prudent with company funds and to be cognizant of shareholder value when incurring business travel expenses. All business expense provisions will be managed in accordance with **Embarq's** Travel and Reimbursement Practice unless specifically mentioned otherwise in the collective bargaining agreement. The company reserves the right to amend, modify or change this policy at its sole discretion.

2. When an employee is assigned to duty or schooling which requires travel away from his/her regularly recognized place of employment, the company will pay the employee on the basis of a regular work week schedule.

3. The per diem allowance will be in accordance with Sprint's Employee Travel and Reimbursement Practice. Employees incurring business travel expenses are responsible to ascertain that the expenditure is for a valid business purpose. Falsification or failure to adhere to these guidelines may lead to disciplinary action up to and including termination. No personal charges are allowed on the GE Corporate MasterCard. Any charges remaining on the card after payment by **Embarq** are the responsibility of the employee.

4. Expense reports are to be filed within 5 business days upon return from a trip. All expense reports must include substantiation of the date, time, place and business purpose for the expenditures. Additional substantiation is required for certain business travel expenses such as meals, lodging, airfare, cash expenses, mileage, tolls, rental cars, etc. Reasonable costs associated with any expense are subject to local management discretion and authorization.

5. All authorized and approved "out of pocket" expenses filed on an expense report will be reimbursed on the employee's next payroll check.

6. Employees shall be paid at the company-designated rate for mileage when using their personal vehicle for

authorized business purposes.

Section 10.06 Employees who are required to report at their usual place of assembly on the Company's property and are then transported to a place where work is performed, shall be transported to and from the place of work on Company time. All time shall be computed from the time the employee is scheduled to report and does report at the beginning of the day, and shall end when he/she returns to the regularly scheduled place of ending work for the day.

It is mutually agreed that the Company shall have the right to change employee report locations or establish new report locations in order to meet the needs of the business.

The Company will seek qualified employees on a volunteer basis in seniority order by job classification for assignments to new report locations. In the event the Company is unable to obtain a sufficient number of volunteers to staff new report locations, the least senior qualified employees within the classification will be assigned.

Any future employee requests to change report locations will be communicated to the immediate supervisor. The Company will attempt to accommodate the employee's request by obtaining a volunteer replacement. In the event a volunteer replacement is not available, the employee will be offered reassignment to the next available vacancy within the job classification prior to the vacancy being posted for bid.

Section 10.07 When adverse weather conditions prevail, employees are expected to take all reasonable actions to report to work as scheduled. In the event employees are unable to report to work as scheduled because of adverse weather conditions, such absence will be reported as vacation or floating holiday time. In the event an employee has exhausted or scheduled his/her vacation or floating holiday time, the absence will be reported as excused non-paid time. For the purposes of this section, it is understood that a reserve week of vacation in the following year is not considered scheduled vacation time.

During extreme weather conditions, as determined by supervision, employees shall not be required to work out-of-doors except when the performance of such work is necessary to meet an emergent situation. An emergent situation is defined as any condition which threatens immediate interruption of existing service to the public at large, imperils the safety of the public, or threatens immediate loss of property. Good judgment will be used by supervision in implementing this article.

Section 10.08 Even in an emergency situation, employees shall not be required to work out-of-doors under extremely hazardous lightning conditions or when it is known that the Company's wires in the work area are energized by electric wires. In such instances the employee shall immediately notify his/her supervisor of the hazardous conditions.

In work situations requiring an employee to enter a Controlled Environmental Vault (CEV), the presence of another employee above ground will not be required.

Section 10.09 A valid driver's license is a bona fide occupational qualification for any position requiring the operation of a company vehicle. When an employee requiring a driver's license loses his/her driving privileges for any reason, the following procedure will be followed:

- a. Company and Union representatives shall meet to discuss each individual employee's situation and the alternatives available.
- b. The Company shall make a determination as to the employment status of the employee.

Alternatives available to the company include: assignment of work within the employee's job classification which would not require a driver's license; assignment to a lower pay classification for the duration of the license suspension; suspension without pay for the duration of the license suspension, or discharge.

- c. The Company, after considering the Union's advice and all other pertinent information, will make a determination of the employee's work status based on each individual situation. The Company's determination will be made and communicated to the employee and the Union in a timely manner.
- d. Nothing in this agreement will prevent the filing of a grievance in the event the Union deems it necessary.

ARTICLE XI

Wages

Section 11.01 Applicable basic wage rates are those shown in the wage schedules contained in this Agreement.

The Company and the Union agree that the growth of the business is beneficial to employees. Therefore, it is mutually agreed that all customer contact employees have a responsibility to perform direct sales work as part of their normal job duties. It is further agreed that the Company has the right to establish sales incentive and promotional programs to stimulate sales of its products and services.

Section 11.02 Scheduled wage increases falling within the 1st and 15th of the month shall be effective on the 1st of that same month. Increases due from the 16th to the 31st of the month shall be due on the first of the following month.

Wage increases will be effective on the Sunday nearest the first of the month. When the first of the month is on a Wednesday, the effective date will be the preceding Sunday.

Step intervals for regular employees will be on a six (6) month basis.

Progression wage increases for regular part-time employees will be granted on an annual basis.

Section 11.03 The hourly basis of payment shall be one eightieth (1/80) of the basic bi-weekly wage rate.

Section 11.04 No increase shall be made in an employee's basic rate of pay when on leave of absence or during a disability absence.

Section 11.05 Where merit is lacking in the opinion of management, a wage increase may be delayed as much as one full step in the schedule.

Section 11.06 The following procedure governs the change of an employee from one wage schedule to another wage schedule having a higher maximum rate:

- a. If the employee's current wage rate is below the minimum rate for the new wage schedule, his/her rate will be increased to the minimum rate for the new wage schedule.

- b. If paragraph (a) does not apply, the employee will begin the new wage schedule at the wage rate which is the same or immediately greater than his/ her rate of pay on the lower wage schedule.

Section 11.07 Employees who are permanently reassigned, voluntarily or involuntarily, to a lower rated wage schedule will begin the new wage schedule at the rate step on the lower wage schedule which is the same or immediately lower than his/her rate of pay on the higher wage schedule.

Section 11.08 When transferred between wage schedules, the interval for the first regular increase shall be six (6) months from the starting date of the new job.

ARTICLE XII

Holidays

Section 12.01

- a. The following days are hereby designated as holidays for all employees:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
8 Floating Holidays (effective 4-1-2006)	

Floating holidays must be used for all absences from work including but not limited to the first five days of illness/injury (waiting period). Employees have the option of using floating holiday time prior to Worker's Compensation eligibility. If the employee opts to use available floating holiday time, the time will not be reinstated with the approval of the Worker's Compensation benefit.

If an employee has exhausted his/her floating holidays, then either vacation days or unpaid time, or a combination of both, may be used for all absences from work including but not limited to the first five days of illness/injury (waiting period). If the employee opts to use available vacation time prior to Worker's Compensation eligibility, this time will not be reinstated with the approval of the Worker's Compensation benefit.

- b. Employees who request a floating holiday because of a death in the family or a personal emergency, as defined in Section 16.04 of the Collective Bargaining Agreement, will be granted a floating holiday with less than the 24 hour notice. Employees may select floating holidays in seniority order subsequent to the posting of the approved vacation schedule.

Section 12.02 Employees may take floating holidays in hourly increments provided they are approved by the company in advance based on the operational needs of the business. Floating holidays are accrued on an annual basis by working one day in the calendar year and may not be carried over into the following year.

Section 12.03 Employees will be granted a floating holiday on twenty-four (24) hours advance notification of their desire to do so unless it is determined by management that the number of employees off on a given day would inhibit the Company's ability to provide a satisfactory level of service.

In the event of adverse weather conditions, the requirement for twenty-four (24) hour notification will be waived.

Section 12.04 Regular full-time employees shall not be eligible for floating holidays during their first six (6) months of employment.

Section 12.05 An employee who leaves the service of the Company voluntarily or involuntarily will not be paid for any unused floating holidays.

Section 12.06 Employees may be scheduled for work or excused with pay for holidays at the option of the Company.

Section 12.07 When a general holiday falls on a Sunday, Monday shall be observed as a holiday.

Section 12.08 When a general holiday falls on Saturday, it shall be observed on Saturday. Employees not scheduled for work on the holiday may, at the Company's option, be given a non-scheduled non-paid day off during the holiday week and pay for the holiday. Employees scheduled to work on the holiday may be excused without pay for one full day during that week.

Section 12.09 When employees are required to work on a general holiday, pay at the straight time rate for the holiday, plus one and one-half (1 1/2) times the straight time rate for hours worked shall be paid. Twice the straight time rate shall be paid for all hours worked before or after an employee's scheduled tour or for call out.

Section 12.10 An eligible employee who does not report to work on a general holiday when scheduled or requested to do so shall not receive pay for the holiday unless excused by the Company.

Section 12.11 Employees who are absent on their regular scheduled workday immediately prior or immediately following the holiday shall not receive pay for the holiday unless excused by the Company.

Section 12.12 Holiday excused paid time shall be included in the basic work week.

Section 12.13 No holiday pay shall be allowed for an employee who does not work in the week in which the holiday occurs; vacation time is excluded from this provision.

Section 12.14 The Company will attempt to schedule all holidays in rotation. An employee who works on the actual holiday rather than the restricted business day will be considered to have worked the holiday for rotation purposes only.

ARTICLE XIII

Vacation

Section 13.01 Vacation with pay at the basic rate shall be granted to regular, full time employees according to the following schedule:

Upon completion of one years' service	- 1 week
Upon completion of two years' service	- 2 weeks
In the year of the eighth service anniversary	- 3 weeks
In the year of the fifteenth service anniversary	- 4 weeks
*In the year of the twenty-fifth service anniversary	- 5 weeks

*Fifth vacation week must be taken within the first four or last two months of the current year.

Section 13.02 Vacation eligibility schedules by job classification by job function shall be posted October 15, employee selection will begin November 1 and the entire selection procedure must be completed by January 15. The completed schedule will be posted by January 31. Employees will be contacted in seniority order to select vacation and given a reasonable selection period. Employees who do not make a selection at the time they are contacted must wait until all other employees are contacted.

Employees shall be allowed to select vacation periods according to Company-wide seniority. Full week vacations will be selected prior to selecting individual days. Vacation selected after January 15 will be granted based on service requirements and order of request. Vacation not selected by April 1 of the current year will be assigned from the remaining weeks available.

Individual days to a maximum of forty (40) hours may be selected and scheduled or employees must select reserve time for these days. Individual days selected but not taken prior to the reserve time must be taken by the reserve time. The period during which reserve time may be scheduled shall extend from January 1 through March 31 of the following year.

Section 13.03 Once vacation schedules are complete, changes initiated by employees shall not be made unless acceptable both to the employees involved and to the Company. The Company may revise vacation schedules to meet emergency conditions or service requirements.

Section 13.04 Should an employee first become eligible for an initial or additional week of vacation during the month of December, such vacation period may be advanced no earlier than December 1st of that year, even though the full term of service indicated by the vacation schedule has not yet been served. Employees may elect to schedule this vacation time prior to March 31 of the following year.

Section 13.05 Vacation time must be taken during the applicable calendar year and is not cumulative or transferable into a succeeding year except as noted in 13.02, 13.04 and 13.09.

Section 13.06 When a holiday falls within an employee's vacation, the employee will be granted equivalent time off with pay at a time mutually agreed to by management and the employee, subsequent to but not necessarily consecutive with a vacation period.

Illness reported during a scheduled vacation will be paid as vacation until the end of that payroll week. Subsequent vacation days scheduled for the following week may be rescheduled as benefit days if the employee's illness continues. Normally vacation will only be rescheduled for serious medical problems. Employees must notify their supervisor of their illness twenty-four (24) hours prior to the start of the vacation period. This notification must include the nature of the illness, the medical treatment required and the expected duration of the illness. Upon returning to work, employees must provide a physician's verification of the disability.

Section 13.07 Vacation payments for regular full time employees shall be at the basic weekly wage rate.

Section 13.08 Employees may take two weeks of vacation on a day-at-a-time basis. Individual days may be granted to eligible employees subject to work requirements as determined by the Company. Employees must give the Company twenty-four (24) hours notice of their desire to use such vacation days.

Section 13.09 Employees will be able to carry over a maximum of 40 hours of unused vacation. In the event an employee for reasons beyond his/her control does not receive his/her full vacation in a calendar year, he/she shall

be compensated by the Company for such lost vacation or at the Company's option, be granted such vacation, as scheduled by the Company, before March 31st of the following year. Employees on Short Term Disability or Worker's Compensation will be able to carry over a maximum of 40 hours of unused vacation which must be used by March 31 of the following year.

Section 13.10 All earned vacation due in the current year will be granted or paid in full upon termination of employment. Employees who terminate between December 26 and December 31 of the current year will receive any vacation due for the current year and pay for vacation for which they would be eligible as of January 1st in the following year.

Section 13.11 If an employee has exhausted all his/her floating holidays, then either vacation days or unpaid time, or a combination of both, may be used for all absences from work including but not limited to the first five days of illness/injury (waiting period). If the employee opts to use available vacation time prior to Worker's Compensation eligibility, this time will not be reinstated with the approval of the Worker's Compensation benefit.

Approved vacation/floating holidays are those hours requested by the employee and approved by the company. Approved vacation/floating holiday hours are included as part of a regular work week for overtime purposes.

ARTICLE XIV

Benefits

Section 14.01

FLEXCARE PLAN

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

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

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

thereof. The Company may change the insurance carrier(s) and/or the claims administrator(s) at any time provided that the Company first provides notice to the Bargaining Unit thereof.

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

Section 14.02

VOLUNTARY BENEFITS PROGRAM

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

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

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

Section 14.03 The Company will provide financial assistance to employees who adopt a child in accordance with the following guidelines:

- a. The purpose of the Adoption Assistance Plan is to provide assistance toward meeting expenses associated with the successful adoption of a minor child.
- b. All regular full-time employees who are actively employed by the Company when the child becomes a dependent and is placed in the employee's home are eligible to participate. Expenses eligible for reimbursement are those incurred while the employee is actively employed.
- c. The date of the adoption is defined as the date the child is permanently placed in the adopting parents' home. The date of the incurred expense will determine its eligibility for reimbursement.

- d. Adoptions in which either parent is a natural or legal parent of the child are not covered by the plan. Adoptions will qualify for assistance only if neither parent is related to the child.
- e. The Adoption Assistance Plan will reimburse eligible employees for 100% of covered expenses up to \$1,000 per adoption for legal adoptions.
- f. Covered charges are those related to the adoption process as listed below:
 - *Adoption Agency Fees
 - *Placement Fees
 - *Lawyer's Fees and Other Required Legal Fees
 - *Temporary Foster Care Charges(immediately preceding placing the child with the adopting family).

Section 14.04

Effective as soon as administratively feasible, it is agreed that when a new local company employee discount plan becomes available it will be offered to CWA 1101 represented employees on the same basis as it is offered to non-represented employees.

It is recognized that the Company has the exclusive right to amend, modify wholly or in part this plan. The Company agrees, however, that any changes to the concession plan for represented employees will be made on the same basis for all employees of the new local company.

ARTICLE XV Sick Benefits - Accident Disability

Section 15.01

The Short Term Disability (STD) Plan provides income protection when you cannot work at your usual job due to an injury or illness incurred either on or off the job. The Summary Plan Description (SPD) describes the benefits and coverage requirements for the benefits. The Plan is effective April 1, 2006.

Employees are covered by the plan if they are a regular, full-time employee, or a regular, part-time employee scheduled to work 20 or more hours per week.

Employees hired on or after April 1, 2006 will meet the Plan's service requirement when they have completed one year of continuous service.

If you are covered under the Plan, you are entitled to benefits when you meet all of the following criteria:

- You cannot work due to an illness or injury you incur either on or off the job
- Your absence due to that illness or injury is for more than 40 consecutive scheduled work hours (Waiting Period). The Waiting Period must be bridged with a combination of floating holiday/vacation/unpaid time, in accordance with Section 12.01 and Section 13.11 of the collective bargaining agreement.

- You must comply with the Claims Procedure and satisfy all Plan requirements for documentation, reporting and compliance including an Independent Medical Examination (IME) if required.

If your employment is involuntarily terminated (i.e., someone other than you ends your employment) while you are receiving STD benefits, you may continue receiving benefits until (i) your benefits are exhausted, (ii) your health care provider indicates you could have otherwise returned to work, with or without restrictions, or a health care provider providing an IME indicates you could have otherwise returned to work, with or without restrictions.

If you can not return to work when you are no longer eligible for benefits under the Plan, it is your responsibility to contact management and Human Resources to discuss your continued employment. Employees who exhaust Short Term Disability benefits for illness/injury may request an unpaid leave of absence not to exceed 26 weeks. The employee must be able to provide medical documentation establishing he/she can return to their former position with no restrictions.

15.02 Benefits under the Plan are based upon your length of service. The Plan provides benefits up to a maximum of 26 weeks according to the following STD Benefit Payment Schedule.

STD Benefit Payment Schedule

If your length of service is:	Then benefits at 100% of Base Salary are paid for:	And benefits at 60% of Base Salary are paid for:
Less than one year	None	None
One year of service or more	Two weeks of STD benefits at 100% of your Base Salary for each full year of service up to a maximum of 26 weeks	26 weeks of STD benefits at 60% of your Base Salary, less the number of weeks of benefits at 100% of your Base Pay

15.03 Proof of sickness or disability may be required of all employees receiving benefits under this plan. Sickness disability hereunder must be certified as rendering the employee unable or unfit to work by an accredited physician of the employee's choice acceptable to the Company.

STD benefits are based upon your Base Salary on your last day worked. Your Base Salary is your hourly rate times your regularly scheduled weekly work hours. Payments such as overtime and shift differentials, are not included in your Base Salary for purposes of this Plan.

15.04 Your Plan benefits will not begin until after the Waiting Period described in section 15.01 unless:

- You are entitled to Plan benefits the second time due to the same illness or injury that caused you to be entitled to Plan benefits the first time; and
- You returned to work for 30 calendar days or less.

During the term of the 2006-2009 agreement, an employee shall be granted one thirteen (13) week benefit refresh period after the first STD absence. Once the employee utilizes the thirteen (13) week refresh period, the employee must work 182 consecutive days to replenish his/her benefit level.

If you return to work for at least 182 calendar days, your previous STD benefits will not be considered in determining the amount and maximum period of benefits.

15.05 Effective April 1, 2006 through March 31, 2007, employees approved for Worker's Compensation benefits will be paid at 100% of their base salary up to a maximum of 26 weeks. Effective April 1, 2007, employees will receive a check from Sprint for the difference between the TTD (temporary total disability) amount, up to a maximum of 85% of their gross weekly salary, and the language stated below will apply.

Employee STD benefits are coordinated with Worker's Compensation benefits for wage replacement. Employees receive the maximum payment available under either this plan or the Worker's Compensation state statute, but not the total sum of both benefits.

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

If it is determined that the employee's STD benefit of 60% is less than the Worker's Compensation benefit from the insurance company, their Sprint checks will cease and they will only receive a check from the TPA. During this time, FlexCare benefits are maintained and benefit deductions will suspend. Upon return to work, the suspended deductions will automatically be taken out of the employee's first paycheck on a pre-tax basis.

Employees have the option of using a combination of floating holiday/vacation/unpaid time prior to Worker's Compensation eligibility. If the employee opts to use available floating holiday/vacation time prior to Worker's Compensation eligibility, it is not reinstated with the approval of the Worker's Compensation benefit.

Employees who exhaust Short Term Disability benefits specific to a Worker's Compensation-related illness/injury may request an unpaid leave of absence not to exceed 26 weeks. During this 26 week period, the employee must be able to provide medical documentation establishing he/she can return to their former position with no restrictions, in order to return to his/her previously held position.

Upon exhaustion of the 26-week unpaid leave of absence, an employee may request an additional leave of absence not to exceed 26 weeks. During this 26 week period, if the employee can provide medical documentation establishing he/she can return to their former position with no restrictions, the Company will determine at that time whether or not the employee can be reinstated to his/her former position.

Social Security disability benefits and benefits under the Plan are also coordinated. You receive the maximum benefits available under this Plan and Social Security, but not the total sum of both benefits. Your Plan benefits will be limited such that the sum of your Plan benefits and your Social Security disability benefits will not exceed 100% of your Base Salary, unless otherwise required by Social Security laws.

15.06 You must apply for STD benefits by completing and signing all forms required by the Plan within fifteen days of your first date of absence.

If you submit all completed, required forms within fifteen days from your first day of absence, your Plan benefits will begin retroactive to the first day after your Waiting Period. If you submit all completed, required forms after fifteen days from your first day of absence that qualifies you for STD benefits, your Plan benefits will begin prospectively on the date the Plan Administrator receives all the completed, required forms under the Plan unless the Plan Administrator determines that the submission was late due to matters beyond your control.

ARTICLE XVI Excused Paid Absences

Section 16.01 In case of death in the employee's immediate family, a maximum of five (5) consecutive days will be granted. The employee will be paid for those days he/she was originally scheduled to work. Immediate family will be defined as spouse, parents (including stepparents), child (including stepchildren), sibling (including stepbrother or stepsister). In the case of death for other covered relatives, a maximum of three (3) consecutive days will be granted. The employee will be paid for those days he/she was originally scheduled to work. Other covered relatives will be defined as aunt, uncle, niece, nephew, grandparent, grandchild and in-laws (including mother, father, son, daughter, brother, sister and grandparents).

Section 16.02 An employee required to serve on jury duty on a regularly scheduled workday shall be paid by the Company at his/her straight time rate of pay for all time spent on jury duty.

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

Section 16.03 The Company will provide excused time for regular employees who are members of the National Guard, Air National Guard, Army Reserve, Marine Corps Reserve, or Coast Guard Reserve and are activated for military training duty or military emergency duty during hours in which he or she otherwise would be scheduled for Company duty.

Difference in pay shall be allowed for the number of scheduled work days falling within the training or emergency duty period but not to exceed ten (10) days in any calendar year.

Total compensation, including all gross military compensation due the employee and his or her dependents, shall not exceed the employee's basic pay rate.

Section 16.04 Employees excused for personal emergency reasons after reporting for work will receive regular straight time pay for the remainder of their tour **which includes an on-the-job injury**. Personal emergency reasons shall be limited to a serious illness or injury to member of the employee's immediate family which requires emergency treatment or serious damage to the employee's personal property which requires the employee's immediate action. This provision does not apply to those employees with less than six months' service.

ARTICLE XVII Leave of Absence

Section 17.01 Regular employees covered by this Agreement who become a member of any branch of the military service of the United States of America shall be granted a Military Leave of Absence and shall continue to accumulate their seniority with the Company during the time they are in the service provided:

- (a) They are honorably discharged from the service.
- (b) The employees report for reemployment with the Company within 90 days.
- (c) They are physically qualified to work.
- (d) They comply with the service limitation provision of Section 9 of the Universal Military Training and Service Act.

ARTICLE XVIII

Job Vacancies

Section 18.01 Notices of all job vacancies, when and where determined by the company to exist, will be posted to employees for a minimum of seven (7) calendar days in a manner determined by the company. The posting will describe the job duties and the minimum qualifications required for the position as determined by the Company. The company may, at its discretion, require job applicants to take a test or require certification, provided such test/certification is fair, objective and appropriate to the job involved.

An employee desiring to be considered for a vacancy shall submit a properly completed JIR (Job Interest Request).

With Company approval and in order to accommodate employees on vacation or training, a late bid of up to two (2) weeks from the date of the closing will be accepted.

At locations where employees have computer access and where technologically feasible, the company shall have the right to utilize an electronic method for posting job vacancies. The company shall provide training to employees before implementing an electronic method. The company shall notify the union in advance prior to implementing any electronic method.

Section 18.02 The company will seek to fill the vacancy from those employees bidding based upon these qualifications. The selection process for filling a vacancy will be based on qualifications, work experience, technical skills, relevant educational background and training, attendance, safety record and discipline record. When two or more employees are deemed by the company to have substantially equal qualifications, then the job will be awarded based upon seniority.

Employees successfully bidding on a posted vacancy may not bid on another vacancy for a period of thirty (30) months. This restriction will be waived should the company announce a layoff situation in the employee's job classification. This restriction will also be waived if a job vacancy becomes available within three (3) months of the employees transfer to his/her new position.

Section 18.03 Once a job is posted, any vacancy in that job within the next sixty (60) days from the date of posting may be filled from the list of bidders who were qualified, as heretofore provided, at the time of bidding. If no employee bids or qualifies for the job, the company may fill the job at its discretion.

Section 18.04 If a person is employed or re-employed as a regular employee, he or she may be employed at a rate in excess of the established starting rate as is commensurate with his/her previous training, employment and experience. Wage progression shall begin from the rate effective at the time of employment or re-employment.

ARTICLE XIX
Excused Union Absence

Section 19.01 Local Union representatives shall be granted time off without pay for reasonable periods for the performance of Union business, provided service conditions permit. One week's notice of the employee's desire for such time off must be given the Company. The one week notice may be waived by the Company at the request of the International in cases of emergency when a statement of reason is provided.

ARTICLE XX
Layoffs

Section 20.01 Layoffs due to retrenchment or curtailment in operations by the Company shall be in inverse order of seniority within each Job Classification.

The Company will provide the Union with sixty (60) days advance notice of major technological changes and/or changes in methods of operations which will have an affect on bargaining unit work force levels.

Section 20.02 Layoffs under this Article may, at the discretion of the Company, be confined to one or more Job Classifications.

Layoffs need not apply to all Job Classifications at the same time, but contract workers in any Job Classification shall be laid off before any employees in that Job Classification. Occasional, Temporary, Part-Time and Regular Part-Time employees will be laid off in the order stated prior to the lay-off of any regular full time employee in that Job Classification. It is further agreed that employees in the Central Office Attendant job classification will be placed on layoff prior to any force reduction in the Network Technician job classification.

In the event of a pending layoff, the Company will provide the Union and employees affected by layoff with thirty (30) days advance notice of the layoff. Senior unaffected employees will be permitted to volunteer for layoff and multiple requests will be granted in descending seniority order. During this thirty (30) day period, the Company will attempt to provide employment opportunities to employees who have received layoff notices, provided they are qualified to perform the job duties because of training or previous work experience.

In lieu of such notice, the employee will be paid four (4) weeks' pay at the employee's basic weekly wage rate in addition to the employee's allotted severance allowance.

Section 20.03 An employee who is about to be laid off may request a transfer to another job in the bargaining unit in accordance with the following guideline:

- a. The job is vacant and at the Company's option will be filled or the incumbent employee has less company service than the transferring employee. Company service is defined as the System Service date reflected in the employee's current EIR.
- b. Transfers may only occur on a lateral or downward basis as determined by the maximum wage rates for the wage schedules involved.
- c. The transferring employee has had previously recognized experience in Embarq in the job to be filled and was fulfilling the basic requirements of the job when he/she previously vacated the position.

A senior employee in the Customer Service Technician I job classification may displace a less senior employee in the Business Communication Technician I job classification. A senior employee in the Field Engineer job classification may displace a less senior employee in the Facilities Layout Technician job classification. A senior employee may displace a less senior employee in the Central Office Attendant, Coin Collector, Custodian, Material Handler or Premise Installer classification, provided the employee is capable of performing the job duties without physical restriction. A senior employee may also displace a less senior employee in the Business Office Clerk, Plant Clerk or Service Center Clerk job classification provided the employee is capable of performing the job and meets the qualifications for the position as indicated in the Job Posting Appendix. A senior employee in the Equipment Installer job classification may displace a less senior employee in the Network Technician job classification. A senior employee in the IS Technical Services Technician job classification may displace a less senior employee in the Business Communications Technician job classification. A senior employee in the Customer Services Technician II or Business Communications Technician job classification may displace a less senior employee in the Customer Services Technician I job classification. A senior employee in the Cable Splicer job classification may displace a less senior employee in the Lineworker job classification, providing they meet the provisions of 20.03d.

- d. The transferring employee can perform, in the judgment of the Company, the basic requirements for competence in the job without formal training or physical restriction.
- e. In all cases, the most senior employee requesting transfer must displace the least senior employee in the occupational classification to which he/she is requesting transfer. Multiple requests to displace the same incumbent shall be granted on a seniority basis, providing all elements of Section 20.03 are met by all employees requesting transfers.
- f. Employees affected by work force reduction who elect not to transfer, shall be separated without loss of recall rights or severance pay.
- g. Employees requesting transfer in order to avoid work force reduction must provide written notification of their intent to the Company within five (5) calendar days following the work force reduction notification. Management shall review their request to determine compliance with Section 20.03 and shall advise the employee of the status of their transfer request within ten (10) calendar days following the layoff notification. Employees not complying with the time frames or not electing to transfer, may not elect to transfer after the expiration of the five (5) calendar day decision period specified in this section.
- h. Employees who are displaced will be given notice as specified in Article XX and may, if applicable, exercise their transfer rights under the provision of this policy.
- i. Employees, who are displaced from a job classification where subcontractors are being utilized, will be retained on a temporary basis during their recall period as long as contractors are being utilized in that classification.

Section 20.04 Reinstatement shall be offered within each Job Classification before new employees are hired in such Job Classification. The Company will offer reinstatement to those employees who were laid off in each Job Classification, or who were designated for layoff and were transferred from that job classification through a job bid following a layoff announcement in the inverse order of seniority in which they were designated for layoff. Refusal by an employee to accept reinstatement to the pre-layoff position will relieve the Company of the obligation to offer such future reinstatement to that employee.

Section 20.05 The Company shall send a certified letter of availability to employees due for reinstatement under the provisions of this Article. The letter shall be mailed to the employee's last known address. Any such laid off employee must respond and be available for work within fourteen (14) days after the mailing of notification; otherwise, the laid off employee shall be deemed to have refused reemployment, and the Company's obligation under this Article shall be terminated. There will be a fifteen (15) month time limit on the period of recall for laid off employees. It shall be the responsibility of the laid off employee to inform the Company of change of address. Former employees who are not subject to recall under this Section may apply for employment with the Company. When an opening occurs, former employees will be given special consideration for reemployment, based on qualifications.

Section 20.06 Regular full-time and regular part-time employees laid off under this Article shall receive a layoff allowance computed on the employee's regular rate of pay as follows:

- Employees with 5 years service or less will be paid one (1) weeks' pay for each continuous year of service, or major portion thereof, including the 5th year of service.
- Employees with more than 5 years of service, but not more than 10, will receive 5 weeks' pay plus two weeks pay for each continuous year of service, or major portion thereof, after the 5th year of continuous service.
- Employees with more than 10 years of service shall receive 15 weeks' pay plus three (3) weeks for each continuous year of service, or major portion thereof, after the 10th year of continuous service, providing that in no event shall the layoff allowance exceed 52 weeks' pay at the regular rate.

Section 20.07 Layoff allowance for a returning employee ceases beginning the first day the employee is scheduled to return to work following recall. If an employee who has been laid off and paid a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the subsequent layoff(s) is based upon the employee's aggregate length of service since the date of last reemployment minus any layoff allowance paid on a previous layoff(s).

Section 20.08 The term "Week's Pay" as used in this Article is to mean the full- or part-time week's work. A part-time week's work shall be construed to mean the average hourly working time for the preceding twenty-six (26) weeks.

Section 20.09 The Employee Income Protection Plan shall be as follows:

a. If during the term of this agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular full-time employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate and in the exercise of its sole discretion, employees in the effected job titles and work locations who have at least twenty years of continuous service (as defined in the **Embarq** Retirement Pension Plan) and whose age is at least 55 years as of the date of the Company's notice to the Union, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Employee Income Protection benefits described in paragraph b of this section subject to the following conditions:

- (1) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this section. Neither such determination by the Company nor any other part of this article shall be subject to arbitration.
- (2) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- (3) An employee's election to leave the service of the Company and receive Employee Income Protection benefits must be in writing and transmitted to the Company within 30 days from the date the Company makes notification of any such change or surplus in order to be effective and such election may only be revoked within such 30-day period.
- (4) Employees who elect to receive benefits under the provisions of this section shall not be entitled to other severance pay benefits or other benefits which may be provided to laid-off employees but shall be entitled to receive those benefits applicable to retirees, if the employee elects to retire. No employee shall be required to retire in order to receive Employee Income Protection Plan payments.

b. Employee Income Protection payments for employees who so elect to leave the service of the Company in accordance with paragraph a shall begin within one month after such employee has left the service of the Company to continue until 48 payments have been made.

c. For employees who so elect in accordance with paragraph a, the Company will pay monthly an Employee Income Protection payment of **\$600.00** per month. The maximum amount of Employee Income Protection benefits payable shall in no event exceed a total of **\$28,800.00**.

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

e. As used in this section "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

f. Payments hereunder shall cease upon the employment of a recipient by the Company or any affiliated or subsidiary companies of **Embarq**.

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

h. When the surplus is not relieved by a sufficient number of employees accepting the Company's offer under provisions of this section the Company may lay off employees as provided under other provisions of this Agreement.

ARTICLE XXI

Seniority

Section 21.01 Seniority is determined by the employee's total continuous service as shown on the records of the Company and shall apply to those preferences and privileges specifically covered by seniority in this Agreement. In the event employees are hired on the same day, the employee whose last name begins with the letter of the alphabet closest to "A" will be considered the senior employee.

Section 21.02 Employees who are reengaged by the Company as either regular full-time or regular part-time employees and who work a period of five (5) continuous years following reengagement, shall receive seniority credit for all periods of regular full-time or regular part-time service prior to such reengagement which were six (6) months or more in duration.

Section 21.03 Employees transferred to a job in this bargaining unit from other work locations in **Embarq's** Local Telephone Division will transfer with Company seniority intact for all purposes, provided a reciprocal agreement exists in the employee's former location. The Union will advise the Company of locations where such reciprocity agreements exist.

ARTICLE XXII

Contract Work

Section 22.01 The Company will not subcontract any work normally performed by bargaining unit employees should such subcontracting cause the layoff of bargaining unit employees. It is understood that certain work is not within the scope of the bargaining unit employees, such as work for which employees are not equipped or trained.

Section 22.02 When the Company considers it necessary to use contract labor to supplement its employees in any job classification, the following guidelines will apply:

a. When the total number of contractors exceeds twenty percent (20%) in a given job classification, the Company will be required to offer a sixth day of work to employees in that classification until the number of contractor employees in that classification is reduced below twenty percent (20%).

b. The Customer Services Technician I and Customer Services Technician II will be considered one classification for the purpose of this Article.

c. The Vehicle Mechanic, Custodian, Central Office Attendant, Premise Installer, Flaggers and Business Communications Technician will be excluded from the provisions of Section 22.02 a.

d. Employees in the Cable Splicer and Lineworker job classifications will be excluded from the provisions of

Section 22.02 a. and will be offered one eight (8) hour overtime opportunity per month in any month in which the Company is utilizing subcontractors in those classifications. The Company will determine the day of the overtime opportunity based on business need.

e. Subcontractors on a bid basis who are performing central office equipment installations (new offices and updates) will be excluded from the count.

f. Any hourly contractor hired to replace any bargaining unit employee on an hourly basis will be excluded from the count. All other hourly contractors will be included in the count.

The Company will provide the Union with a weekly report indicating the work to be performed by hourly contractors and the number of hourly contractors performing the work.

The provisions specified in Section 22.02 a. shall not be binding in the event an emergent situation exists as defined in Section 10.07.

When weather conditions cause the Company to cancel the sixth day, as specified above, employees who report at the scheduled time will receive two (2) hours pay. If work is scheduled on the sixth day and employees have worked more than two (2) hours and part of the workday is then canceled because of weather conditions, employees will be paid for time actually worked.

ARTICLE XXIII

Outside Employment

Section 23.01 The Company agrees that its employees may be gainfully employed by others or self-employed provided that such employment does not interfere with or detract from the employee's ability to perform his/her work for the Company or interfere with availability for such work.

Section 23.02 The Company shall not condone the engagement of any employee in employment, gainful or otherwise, for the purpose of the operation, maintenance, administration, sales, repair, design, construction, or installation of customer owned or leased equipment that is interconnected with Company facilities, and which in turn provides a service, convenience, or facility which is or may be available through Company tariff or other offerings. For the purposes of this Article, gainful employment shall include personal work effort, supervision or training of other workers, and any consultation for which remuneration is made.

Section 23.03 Any employee who is injured or who becomes ill as a result of outside gainful employment shall not be entitled to any rights or benefits under the Company's sickness and accident program(s) during such disability.

Section 23.04 Should any violation of this Article occur, the employee shall immediately terminate his/her supplemental employment or be terminated from Company service.

ARTICLE XXIV

Bulletin Boards and Non-Solicitation

Section 24.01 Bulletin boards may be purchased, installed, and maintained by the Union in locations on Company premises accessible to employees who are Union members. The size, type, and number of bulletin boards shall be mutually agreed to by the Company and the Union and they may be used by the Union for posting notices approved by management.

Section 24.02 The Union agrees that there shall be no solicitation for membership in the Union, enrollment of members, or collection of initiation fees, dues or assessments on time worked and paid for by the Company provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities and provided further that this shall not be construed as permitting employees to quit or delay their work for the purpose of such conversation.

Section 24.03 There shall be no general distribution or posting by employees of pamphlets, advertising or political matter notices, or any kind of literature upon Company property other than as herein provided.

ARTICLE XXV Company Responsibilities

Section 25.01 It is understood and agreed that the Company has all customary and usual rights, powers, functions and authority of management.

The management, direction and supervision of the Company's plant and business including all operations, policies, working forces, hours of work, schedules, hiring, transfer, promotion, suspension, discharge or other discipline, the assignment, modification or change of work duties and requirements, the exclusive right to assign any future work which falls outside of the franchised territory, the right to contract out work, the right to lay off because of lack of work, or for any other reason, the establishment of standards for job performance, and the establishment and maintenance of rules for safe and efficient operations, are each vested exclusively in the Company subject only to the express limitations of this Agreement.

The enumeration of management prerogatives shall not be deemed to exclude other prerogatives herein enumerated.

ARTICLE XXVI Definition of Agreement

Section 26.01 It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate for collective bargaining, that the Union expressly waives the right to submit any additional items for negotiation during the term of this Agreement irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement, and that this Agreement incorporates the full and complete understanding between the parties, superseding and invalidating any previous commitments of any kind, oral or written. The specific provisions of this Agreement are the sole source of any rights of the Union or any member of the bargaining unit.

Section 26.02 It is agreed between the parties that the Letter of Memorandum regarding the Field Engineer, dated April 29, 1997 is no longer in effect with the exception of the following conditions:

1. Future vacancies (Network Engineer) will be staffed and posted as management positions.
2. Those employees presently classified as Field Engineers will remain in the bargaining unit for as long as they remain in the position.
3. The job duties are determined by the company in compliance with Section 18.01.

It is agreed between the parties that the Letter of Memorandum regarding the IS Technical Services Technician,

dated April 29, 1997 is no longer in effect with the exception that the position remains within the unit subject to the provisions of the Collective Bargaining Agreement.

ARTICLE XXVII

Duration of Contract

Section 27.01 The terms of this Agreement shall not be limited or qualified unless by mutual written consent of the Company and the Union.

Section 27.02 This Agreement shall become effective as of the **1st day of April, 2006**, and shall continue in effect until midnight of March 31, **2009**, and from year to year thereafter unless the Company or the Union shall, not less than sixty (60) days prior to the expiration date, notify the other party of its desire to amend or terminate the Agreement.

Section 27.03 This Agreement shall constitute the exclusive bargain between the contracting parties as to working conditions except as the same may be modified in writing after negotiations between the Company and the Union.

Section 27.04 At the local level establish joint Company/Union committee to share information and address mutual joint concerns, including safety, and meet quarterly. The committee will consist of three (3) Union and three (3) Company representatives.

ARTICLE XXVIII

Sprint Technical Excellence Certification Program

Section 28.01

Employees holding the title of Business Communication Technician II (Wage Schedule 9A) and III (Wage Schedule 9B) will be frozen at their current wages rates of \$28.02 and \$28.52 respectively. They will remain at the wage rate until such time that the Business Communications Technician, wage schedule 9, exceeds that rate. They will return to wage schedule 9 at that time.

Delete wage schedules 9A and 9B

ARTICLE XXIX

Recognition

Section 29.01

At the sole discretion of the Company, recognition and/or incentive programs to honor objectives met by employees may be unilaterally developed, implemented, modified or deleted. Such programs may include cash payments. These payments may be, but not limited to, individual incentives. The Company will notify the Union in advance of any newly developed or modified or expired recognition programs, however, both parties mutually agree to the above mentioned unilateral Company right.

PENSION AGREEMENT
between
UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.
and
COMMUNICATIONS WORKERS OF AMERICA

The Company has adopted the Sprint Retirement Pension Plan (the "Retirement Pension Plan") and agrees to include employees covered by this Agreement as members of such Retirement Pension Plan in accordance with the Pension Agreement, which by reference thereto is incorporated herein and made part of this Agreement. Said Pension Agreement shall be continued without modification for the life of this Agreement; provided, however, the Company (and for this purpose only "Company" shall include Sprint Corporation) retains the right to make such changes in the Retirement Pension Plan, in its sole discretion, as may be required to obtain a ruling from the Commissioner of Internal Revenue that the Retirement Pension Plan qualifies under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that the Trust implementing the Retirement Pension Plan is exempt from taxation under Section 501(a) of said Code, to satisfy any applicable state or federal statute, regulation, ruling, court decision or other law applicable to said Retirement Pension Plan, or to administer Retirement Pension Plan in an orderly and efficient manner. Any such action taken by the Company in its sole discretion with respect to the Retirement Pension Plan shall apply to all similarly situated employees of the Company in a uniform manner. The Company pays all contributions to the Retirement Pension Plan.

Section 1. Sprint Retirement Pension Plan

The Company agrees to provide to Covered Members, through the Sprint Retirement Pension Plan (the "Retirement Pension Plan"), the benefits hereinafter specified in this Agreement effective April 1, 2006. All terms defined in the Sprint Retirement Pension Plan shall have the meaning specified therein unless the context of this Pension Agreement clearly indicates otherwise.

Covered Member shall mean an employee of United Telephone Company of New Jersey, Inc. represented by Local Union No. 1101 of the CWA who is a member of the Retirement Pension Plan pursuant to Article 2 of the Retirement Pension Plan.

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

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

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

Section 2. Eligibility for Benefits

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

Section 3. Amount of Allowance

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

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

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

(d) The amount of the retirement allowance payable in the form of a life annuity to a Covered Member who is retired under Disability Retirement under Section 3.3 of the Retirement Pension Plan shall be equal to the benefit

determined in paragraph (a) above using the appropriate monthly benefit per year of service for a Covered Member age 65 at the time of the Covered Member's termination of employment.

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

SAVINGS PLAN AGREEMENT
between
UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.
and
COMMUNICATIONS WORKERS OF AMERICA

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

Section 1. Sprint Retirement Savings Plan for Bargaining Unit Employees

The Company agrees to provide a means for employees to save for their retirement on a tax-preferred basis through the Sprint Retirement Savings Plan for Bargaining Unit Employees (the "Retirement Savings Plan").

Employee and Company contributions to said Retirement Savings Plan are specified in this Agreement. All terms defined in the Retirement Savings Plan shall have the meaning specified therein unless the context of this Savings Plan Agreement clearly indicates otherwise.

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

Section 2. Employee Contributions

(a) Basic Contributions

i, Each Participant shall be allowed to have his wage reduced bi-weekly up to the appropriate maximum bi-weekly amount specified in Appendix C. Such bi-weekly wage reduction shall be in multiples of \$2 and shall be contributed to the Participant's account. Such bi-weekly wage reduction shall be known as "Basic Contributions".

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

(b) Supplemental Contributions

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

(c) **Catch-Up Contributions**

Effective April 1, 2006, each eligible Participant shall be permitted to make Catch-Up Contributions as defined in the plan document. Upon attainment of age 50, a participant may contribute an additional amount per year to the extent provided by Section 414(v) of the International Revenue Code and under procedures established by the Sprint Savings Plan Committee.

Section 3. Company Contributions

(a) The Company shall contribute a matching contribution equal to 50% of the participant's bi-weekly basic contribution effective through March 31, 2007. Effective April 1, 2007 through March 31, 2008, the Company matching contribution shall equal 30% of the participant's bi-weekly basic contribution. Effective April 1, 2008 through March 31, 2009, the Company matching contribution shall equal 25% of the participant's bi-weekly basic contribution.

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

Section 4. Investment Options

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

(b) Effective on the later of January 1, 2006, or 30 days after ratification of this Agreement, the Company matching contribution for each Participant shall be invested in the same investment funds and in the same percentage allocation as Participant elects to invest their own Contributions.

(c) The Company shall designate the investment vehicle for each investment fund and can change any investment vehicle at any time.

Section 5. Services

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

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

Section 6. Administration of the Retirement Savings Plan

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

Section 7. Diversification

Effective May 15, 2000, the Retirement Savings Plan will provide diversification options for the Company contribution on the same basis that applies to non-represented employees. Upon attainment of age 60, a participant may make one transfer each plan year of up to 100% of the value of the Company Stock Fund attributable to the Company matching contribution to any of the other investment options available under the Retirement Savings Plan.

JOB POSTING APPENDIX

The following job descriptions/qualifications are furnished for purposes of general job identification and are merely illustrative of some of the typical work operations presently assigned to the job classifications. These descriptions/qualifications are not to be used for limiting or controlling work assignments or the manner in which operations are performed.

Business Communications Technician

Job Duties Include but are not Limited to:

1. Install and maintain PBX, key systems, premise cabling, data systems and associated telecommunications products and services.
2. Complete service order work for leased and sold complex business systems.
3. Respond to customer inquiries about products and services, make appropriate referrals to sales organizations, and follow up on referrals.
4. Must be available for call-out, overtime and shift work as necessary.
5. Perform all company official job duties associated with voice and major moves.
6. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Prior experience as a Network Technician or Equipment Installer as well as extensive formal training in advanced electronics and personal computing.
2. Equivalent experience would include an associate degree in telecommunications or a related field or a good working knowledge in software-based PBX installation and maintenance.
3. Ability to satisfactorily complete pole climbing school, company-sponsored and outside vendor technical training.

Business Communications Technician
(continued)

4. Must have a valid driver's license and ability to safely operate a company vehicle appropriate to the job function.
5. Customer contact, sales and good communications and interpersonal skills.

Cable Splicer

Job Duties Include but are not Limited to:

1. Splice and repair aerial, buried, underground, metallic, and fiber optic cable. Complete closure of splices.
2. Transfer service from existing facilities to newly-placed facilities. Coordinate rearrangements in existing facilities, special and cable services.
3. Test cable and electronic equipment with test equipment to ensure acceptable transmission. Locate, repair and clear trouble in cable when necessary.
4. Read, interpret and update work prints as necessary. Charge out non-exempt material used.
5. Perform splicing associated with the installation of analog and digital carrier systems and trunking, and electronic switching devices.
6. Must be available for call-out, overtime and shift work as necessary.
7. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Must have a valid driver's license and ability to safely operate a company vehicle appropriate to the job function.
2. Ability to satisfactorily complete pole climbing training, work from poles, handle 28 foot ladder, and work in confined spaces and hazardous conditions.
3. Must be able to distinguish the difference in cable color coding.
4. Previous experience in transmission, Lineworker or Customer Services Technician II or an associate degree in a specialized telecommunications program or one year of credit toward the attainment of such a degree.

**Cable Splicer
(continued)**

5. Experience in basic electricity, pole climbing and wiring required.
6. Experience with metallic and fiber optic cable and test equipment will define one applicant as more qualified than one without such expertise. Experience in transmissions or a background in electronic equipment will define one applicant as more qualified.

Customer Services Technician II

Job Duties Include but are not Limited to:

1. Use test equipment, interpret results, locate and repair cable, carrier system, line and station trouble.
2. Perform other duties associated with the installation and maintenance of cable and the maintenance of air pressure systems.
3. Install, repair, rearrange, and disconnect communication lines, apparatus, and station and line equipment.
4. Receive and clear job assignments via computer terminal devices.
5. Initiate sales of products and services and initiate customer billing as appropriate.
6. Must be available for call-out, overtime and shift work as necessary.
7. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Valid driver's license and ability to safely operate company vehicle appropriate to the job functions.
2. Successful completion of pole climbing school, ability to work from poles and ladders and in confined spaces.
3. Ability to use various hand tools.
4. Ability to differentiate cable color coding.
5. Successful completion of basic electricity course or equivalent experience.
6. Customer contact and sales skills.
7. Demonstrated ability to utilize and interpret electronic test gear results preferred.

**Customer Services Technician II
(continued)**

8. Previous experience as Customer Service Technician I preferred.
9. Previous experience in cable (coaxial, fiber) may define one applicant as more qualified than one without such experience.
10. Equivalent experience would include an associate degree in telecommunications or a related field or one year of credit toward the attainment of such a degree.

Equipment Installer

Job Duties Include but are not Limited to:

1. Install switching and transport equipment in central offices. Install equipment associated with Access Service Requests in both the central office and on customer premises. These will be associated with work activities.
2. Perform testing and cut over functions of all equipment installed.
3. Perform fault isolation and correct errors found during the testing.
4. Must be available for call-out, overtime and shift work as necessary.
5. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Must have a valid driver's license and ability to safely operate a company vehicle appropriate to the job function.
2. Attendance at manufacturer's training facilities, both intra- and inter-state for extended periods.
3. Must have the ability to interpret written vendor and company equipment specifications and drawings.
4. Prior experience in a Network Technician position or equivalent experience and a good working knowledge or formal training in advanced electronics and computer hardware and software.
5. Equivalent experience would include a two year degree in a specialized telecommunications program or a related field or one year of credit towards the attainment of such a degree.

Field Engineer

Job Duties Include but are not Limited to:

1. Coordinate the engineering, installation, rearrangements and scheduling of outside plant and transmission facilities.
2. Engineer jobs according to external and internal design specifications to meet service requirements in outside plant and customer locations and manage the jobs within budgetary parameters.
3. Use system standard engineering computer systems to complete assignments.
4. Must be available for call-out, overtime and shift work as necessary.
5. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Must have a valid driver's license and ability to safely operate a company vehicle appropriate to the job function.
2. Previous experience as a Cable Splicer, Equipment Installer, Customer Services Technician II or Facilities Layout Technician is required.
3. Working knowledge of Embarq accounting procedures.
4. Equivalent experience would include formal training in CAD/CAM, and/or a two year degree in specialized telecommunications program or one year of credit toward the attainment of such a degree.
5. Demonstrated proficiency using a personal computer.

Network Technician

Job Duties Include but are not Limited to:

1. Install, test and maintain Special Circuits and Hi-cap services in central offices and at customer premises. Install and maintain local loops associated with Special Circuits.
2. Perform preventive maintenance and trouble analysis on central office switching equipment, digital concentrators, transmission, fiber transport networks and associated power equipment.
3. Install, test and maintain central office switch equipment at company and customer location.
4. Must be available for call-out, overtime and shift work as necessary.
5. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Valid driver's license and ability to safely operate company vehicles appropriate to the job function.
2. Prior experience in a telecommunications position and significant formal training in advanced electronics and computer hardware and vendor provided software.
3. Equivalent experience would include a two year degree in a specialized telecommunications program or related field or one year of credit toward the attainment of such a degree.
4. Previous experience in a digital environment will define one applicant as more qualified than one without such expertise.
5. Good interpersonal and customer contact skills.

IS Technical Services Technician

Job Duties Include but are not Limited to:

1. Install and maintain IS customer PCs, data communications and peripheral equipment, statistical multiplexers, cabling/wiring and associated data workstation products and services.
2. Complete electronic Information Service Request orders and problem referrals for all IS clients.
3. Respond to IS client inquiries about products and services, provide technology consulting and prepare client interview and client orientation.
4. Complete and maintain IS inventory to provide efficient use of company hardware and software.
5. Provide effective project support for the company by participating in project teams within IS.
6. Must be available for call-out, overtime and shift work as necessary.
7. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Prior experience as a Network Technician or Business Communication Technician, as well as extensive formal training in advanced electronics and personal computing hardware/software systems.
2. Equivalent experience would include an associate degree in Computer Science, telecommunications or electronics, extensive working knowledge in hardware/software based data products, and/or experience in installation and maintenance of current company standard PC operating systems, and extensive working knowledge in hardware/software based data products.
3. Certification in personal workstation hardware/software installation and maintenance.

**IS Technical Services Technician
(continued)**

4. Must be able to attain required technical and vendor certifications.
5. Must have a valid driver's license and the ability to safely operate a company vehicle for the job function.
6. Ability to move equipment weighing approximately 75 pounds, and have experience working on ladders.
7. Good oral and written communications and interpersonal skills as well as a strong customer focus.

Customer Services Technician I

Job Duties Include but are not Limited to:

1. Install, repair, rearrange, and disconnect communication lines, apparatus and station and line equipment.
2. Use test equipment, interpret results, locate and repair line and station trouble.
3. Receive and clear job assignments via computer terminal devices.
4. Initiate sales of products and services and initiate customer billing as appropriate.
5. Must be available for call-out, overtime and shift work as necessary.
6. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Valid driver's license and ability to safely operate company vehicle appropriate to the job function.
2. Successful completion of pole climbing school, ability to work from poles and ladders and in confined spaces.
3. Ability to use various hand tools.
4. Ability to differentiate cable color coding.
5. Successful completion of basic electricity course or equivalent experience.
6. Customer contact and sales skills.
7. Previous work experience or training in wiring or a related communications field will define one applicant as more qualified than one who does not have such expertise.

Vehicle Technician

Job Duties Include But Are Not Limited To:

1. Perform routine maintenance, repair and inspections of motor vehicles, aerial devices, trailers and mechanized work equipment.
2. Diagnose and repair defective components on automobiles, light trucks, medium trucks and trailers.
3. Repair hydraulic systems, auxiliary generators, electrical systems and perform ANSI safety inspections on aerial lift and digger units.
4. Must attend company sponsored and vendor training.
5. Must be available for call-out, overtime and shift work as necessary.

Qualifications:

1. A minimum of three years paid experience in automotive repair.
2. Must pass New Jersey state requirements for vehicle inspection service.
3. Previous repair experience with diesel engines and diesel fuel injection systems will define one applicant as more qualified than one without such expertise.
4. Must have a valid driver's license, be able to qualify for a CDL license and be able to safely operate company vehicles appropriate to the job function.

Lineworker

Job Duties Include but are not Limited to:

1. Perform outside plant new construction and regular maintenance.
2. Place, transfer and remove poles, cables and associated facilities.
3. Read, interpret and update work prints.
4. Report and order materials used for plant records.
5. Maintain truck and equipment for necessary maintenance and repair.
6. Must be available for call-out, overtime and shift work as necessary.
7. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Must have a valid driver's license, be able to qualify for a CDL license and be able to safely operate company commercial vehicle, towing a trailer up to sixty feet in length.
2. Ability to satisfactorily complete pole climbing training, work from poles, handle 28' ladder, and work in confined spaces and hazardous conditions.
3. Ability to use heavy equipment and perform heavy physical duties.
4. Previous experience in another network department position will define one applicant as more qualified than one without such expertise.
5. Experience with basic electricity preferred.

Central Office Attendant

Job Duties Include but are not Limited to:

1. Perform basic preventive maintenance and trouble analysis on central office switching equipment, digital concentrators, transmission, fiber transport networks and associated power equipment.
2. Run cross-connections on main frames.
3. Transport portable and trailer type generators and attach to remotes as needed and perform generator routines. Generator routines will consist of starting the generator in the parking lot and checking tires, fluid levels and ensure that the generator is operating. At the remote location check the AC fail alarm, if the AC alarm is lit, open the emergency generator outlet, plug in and start the generator, and monitor until AC power is restored.
4. Must be available for call-out, overtime and shift work as necessary.
5. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Basic electricity and experience or training in wiring.
2. Familiarity with DC power and batteries and experience in telephony transmission or the equivalent will define one applicant as more qualified than one who does not have such expertise.
3. Ability to transport and hook up portable generators.
4. Ability to lift 80 pounds and work from a ladder continuously.
5. Must have a valid driver's license and the ability to safely operate a company vehicle appropriate to the job function.

Coin Collector

Job Duties Include but are not Limited to:

1. Complete scheduled collections of coins from paystations, in accordance with established safety and security procedures.
2. Clean and ensure neatness of paystation service area.
3. Complete routine checks regarding the operational status of paystations and performs maintenance tests as required.
4. Perform basic physical maintenance and repair of paystation booth service area.
5. Maintain customer dialing information, telephone dialing strips and telephone directories at each paystation.
6. Initiate trouble reports to repair service when needed.
7. Assist with customer inquiries as necessary.
8. Must be available for call-out, overtime and shift work as necessary.
9. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Must have a valid driver's license and ability to safely operate a company vehicle appropriate to the job function.
2. Customer contact skills.
3. Ability to repetitively lift coin boxes in excess of fifty pounds.
4. Basic mechanical skills required.

Facilities Layout Technician

Job Duties Include but are not Limited to:

1. Interface with field employees as required on service related issues.
2. Update line and facilities records within CLAS is required.
3. Initiate cable throws, and access cut through, vacant premise and line and number programs for deferred orders.
4. Input facilities information on service orders via CRT.
5. Assign some problem orders that are referred from assignment.
6. Issue cut sheets to field.
7. Track engineering work activities.
8. Update facility records within CLAS upon completion of work activities.
9. Input deferred service orders and complete facility updates via CRT.
10. Generate T&F orders, make incidental changes to service orders and may contact customers to re-schedule orders.

Qualifications:

1. Must type 25 wpm.
2. Previous experience utilizing a personal computer and associated software.
3. Customer contact and communications skills.
4. Previous experience reading and interpreting cable prints, an overall understanding of service center functions and outside plant records will define one applicant as more qualified than an applicant without this expertise.

Premise Installer

Job Duties Include but are not Limited to:

1. Install and repair drop cable and inside wiring.
2. Connect and operate various types of customer premise equipment, including phone, VCR, television, computer, etc.
3. Process service level changes such as adding and removing services.
4. Will perform such duties in Broadband environment.
5. Must be available for call-out, overtime and shift work as necessary.
6. Must attend company sponsored and vendor training as necessary.

Qualifications:

1. Must have a valid driver's license and ability to safely operate a company vehicle appropriate to the job function.
2. Basic experience in electricity and wiring required.
3. Good interpersonal and customer contact skills.
4. Telephony or cable TV experience preferred.

Custodian

Job Duties Include but are not Limited to:

1. Perform general maintenance (minor repair) and cleaning of facilities, buildings and grounds.
2. Vacuum, dust, buffs floor, clean rest rooms, move furniture, and shovel snow.
3. Shift work required.

Qualifications:

1. Must have a valid driver's license and the ability to safely operate a company vehicle appropriate to the job function.
2. Ability to lift equipment, refuse, mail, etc. weight up to 85 pounds and to operate cleaning equipment (buffers, etc.).

Plant Clerk

Job Duties Include but are not Limited to:

1. Perform general clerical duties which will include typing, word processing, data entry, filing, answering the phone, recordkeeping and report compilation.

Qualifications:

1. Good telephone, communications and interpersonal skills.
2. Must type 25 wpm.
3. Previous experience with word processing and spreadsheet applications.

UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.
CWA 1101 - PENSION PLAN
FLAT DOLLAR BENEFIT UNIT

MONTHLY BENEFIT PER YEAR OF SERVICE

APRIL 1, 2006 TO March 31, 2007

<u>JOB</u> <u>CLASSIFICATION</u> (1)	<u>WAGE</u> <u>SCHEDULE</u>	<u>AGES</u>										
		<u>65-70</u> (2)	<u>64</u> (3)	<u>63</u> (4)	<u>62</u> (5)	<u>61</u> (6)	<u>60</u> (7)	<u>59</u> (8)	<u>58</u> (9)	<u>57</u> (10)	<u>56</u> (11)	<u>55</u> (12)
1. Schedule 1	JX9	37.00	35.20	33.30	31.50	29.60	27.80	25.90	24.10	22.20	20.40	18.50
2. Schedule 2	JX8	37.90	36.00	34.10	32.20	30.30	28.40	26.50	24.60	22.70	20.80	19.00
3. Schedule 3	JX6	40.80	38.80	36.70	34.70	32.60	30.60	28.60	26.50	24.50	22.40	20.40
4. Schedule 4	JX7	49.30	46.80	44.40	41.90	39.40	37.00	34.50	32.00	29.60	27.10	24.70
5. Schedule 5	JX2	51.00	48.50	45.90	43.40	40.80	38.30	35.70	33.20	30.60	28.10	25.50
6. Schedule 6	JX11	52.30	49.70	47.10	44.50	41.80	39.20	36.60	34.00	31.40	28.80	26.20
7. Schedule 7	JX4	57.80	54.90	52.00	49.10	46.20	43.40	40.50	37.60	34.70	31.80	28.90
8. Schedule 8	JX3	58.00	55.10	52.20	49.30	46.40	43.50	40.60	37.70	34.80	31.90	29.00
9. Schedule 9	JX1	59.30	56.30	53.40	50.40	47.40	44.50	41.50	38.50	35.60	32.60	29.70
10. Schedule 9A	JX5	61.20	58.10	55.10	52.00	49.00	45.90	42.80	39.80	36.70	33.70	30.60
11. Schedule 9B	JX10	62.40	59.30	56.20	53.00	49.90	46.80	43.70	40.60	37.40	34.30	31.20

APPENDIX BUNITED TELEPHONE COMPANY OF NEW JERSEY, INC.
CWA 1101 - PENSION PLAN
FLAT DOLLAR BENEFIT UNITMONTHLY BENEFIT PER YEAR OF SERVICEApril 1, 2007 TO March 31, 2008

<u>JOB CLASSIFICATION</u> (1)	<u>WAGE SCHEDULE</u>	<u>AGES</u>										
		<u>65-70</u> (2)	<u>64</u> (3)	<u>63</u> (4)	<u>62</u> (5)	<u>61</u> (6)	<u>60</u> (7)	<u>59</u> (8)	<u>58</u> (9)	<u>57</u> (10)	<u>56</u> (11)	<u>55</u> (12)
1. Schedule 1	JX9	38.00	36.10	34.20	32.30	30.40	28.50	26.60	24.70	22.80	20.90	19.00
2. Schedule 2	JX8	38.90	37.00	35.00	33.10	31.10	29.20	27.20	25.30	23.30	21.40	19.50
3. Schedule 3	JX6	41.80	39.70	37.60	35.50	33.40	31.40	29.30	27.20	25.10	23.00	20.90
4. Schedule 4	JX7	50.60	48.10	45.50	43.00	40.50	38.00	35.40	32.90	30.40	27.80	25.30
5. Schedule 5	JX2	51.50	48.90	46.40	43.80	41.20	38.60	36.10	33.50	30.90	28.30	25.80
6. Schedule 6	JX11	53.70	51.00	48.30	45.60	43.00	40.30	37.60	34.90	32.20	29.50	26.90
7. Schedule 7	JX4	59.30	56.30	53.40	50.40	47.40	44.50	41.50	38.50	35.60	32.60	29.70
8. Schedule 8	JX3	59.60	56.60	53.60	50.70	47.70	44.70	41.70	38.70	35.80	32.80	29.80
9. Schedule 9	JX1	60.80	57.80	54.70	51.70	48.60	45.60	42.60	39.50	36.50	33.40	30.40
10. Schedule 9A	JX5	62.40	59.30	56.20	53.00	49.90	46.80	43.70	40.60	37.40	34.30	31.20
11. Schedule 9B	JX10	63.40	60.20	57.10	53.90	50.70	47.60	44.40	41.20	38.00	34.90	31.70

APPENDIX BUNITED TELEPHONE COMPANY OF NEW JERSEY, INC.
CWA 1101 - PENSION PLAN
FLAT DOLLAR BENEFIT UNITMONTHLY BENEFIT PER YEAR OF SERVICEApril 1, 2008 TO March 31, 2009

<u>JOB CLASSIFICATION</u> (1)	<u>WAGE SCHEDULE</u>	<u>AGES</u>										
		<u>65-70</u> (2)	<u>64</u> (3)	<u>63</u> (4)	<u>62</u> (5)	<u>61</u> (6)	<u>60</u> (7)	<u>59</u> (8)	<u>58</u> (9)	<u>57</u> (10)	<u>56</u> (11)	<u>55</u> (12)
1. Schedule 1	JX9	39.00	37.10	35.10	33.20	31.20	29.30	27.30	25.40	23.40	21.50	19.50
2. Schedule 2	JX8	39.90	37.90	35.90	33.90	31.90	29.90	27.90	25.90	23.90	21.90	20.00
3. Schedule 3	JX6	43.00	40.90	38.70	36.60	34.40	32.30	30.10	28.00	25.80	23.70	21.50
4. Schedule 4	JX7	52.00	49.40	46.80	44.20	41.60	39.00	36.40	33.80	31.20	28.60	26.00
5. Schedule 5	JX2	52.20	49.60	47.00	44.40	41.80	39.20	36.50	33.90	31.30	28.70	26.10
6. Schedule 6	JX11	55.10	52.30	49.60	46.80	44.10	41.30	38.60	35.80	33.10	30.30	27.60
7. Schedule 7	JX4	60.90	57.90	54.80	51.80	48.70	45.70	42.60	39.60	36.50	33.50	30.50
8. Schedule 8	JX3	61.20	58.10	55.10	52.00	49.00	45.90	42.80	39.80	36.70	33.70	30.60
9. Schedule 9	JX1	62.50	59.40	56.30	53.10	50.00	46.90	43.80	40.60	37.50	34.40	31.30
10. Schedule 9A	JX5	63.50	60.30	57.20	54.00	50.80	47.60	44.50	41.30	38.10	34.90	31.80
11. Schedule 9B	JX10	64.40	61.20	58.00	54.70	51.50	48.30	45.10	41.90	38.60	35.40	32.20

AND
COMMUNICATIONS WORKERS OF AMERICA 1101

MAXIMUM EMPLOYEE BI-WEEKLY CONTRIBUTION

JOB CLASSIFICATION		WAGE SCHEDULE	Basic Pre-tax Employee Contribution			Supplemental Contribution		
			1st	2nd	3rd	1st	2nd	3rd
(1)			(2)	(3)	(4)			
1.	Schedule 1	JX9	84	86	88	222	226	232
2.	Schedule 2	JX8	86	88	90	226	232	238
3.	Schedule 3	JX6	92	94	96	244	250	256
4.	Schedule 4	JX7	110	114	116	294	302	310
5.	Schedule 5	JX2	110	114	116	294	302	310
6.	Schedule 6	JX11	118	120	124	312	320	328
7.	Schedule 7	JX4	130	132	136	346	354	364
8.	Schedule 8	JX3	130	134	136	348	356	364
9.	Schedule 9	JX1	132	136	140	354	364	372
10.	Schedule 9A	JX5	134	136	140	358	364	372
11.	Schedule 9B	JX10	136	136	140	366	366	372

United Telephone Company of New Jersey, Inc.

Appendix A

	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Schedule 1 (JX9)						
Custodian (SW121)						
	Start	7.95	8.05	8.15	8.25	8.35
	Step 2	8.30	8.40	8.51	8.62	8.73
	Step 3	8.82	8.93	9.04	9.15	9.26
	Step 4	9.50	9.62	9.74	9.86	9.98
	Step 5	10.37	10.50	10.63	10.76	10.89
	Step 6	11.42	11.56	11.70	11.85	12.00
	Step 7	12.63	12.79	12.95	13.11	13.27
	Step 8	14.02	14.20	14.38	14.56	14.74
	Step 9	15.57	15.76	15.96	16.16	16.36
	Top	17.29	17.51	17.73	17.95	18.17

United Telephone Company of New Jersey, Inc.

Appendix A

Schedule 2 (JX8)	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Premise Installer						
Plant Clerk (LS035)	Start	8.16	8.26	8.36	8.46	8.57
	Step 2	8.50	8.61	8.72	8.83	8.94
	Step 3	9.04	9.15	9.26	9.38	9.50
	Step 4	9.75	9.87	9.99	10.11	10.24
	Step 5	10.62	10.75	10.88	11.02	11.16
	Step 6	11.69	11.84	11.99	12.14	12.29
	Step 7	12.95	13.11	13.27	13.44	13.61
	Step 8	14.36	14.54	14.72	14.90	15.09
	Step 9	15.95	16.15	16.35	16.55	16.76
	Top	17.71	17.93	18.15	18.38	18.61

United Telephone Company of New Jersey, Inc.

Appendix A

	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Schedule 3 (JX6)						
Central Office Attendant (OP243)						
	Start	8.75	8.86	8.97	9.08	9.19
	Step 2	9.13	9.24	9.36	9.48	9.60
	Step 3	9.72	9.84	9.96	10.08	10.21
	Step 4	10.48	10.61	10.74	10.87	11.01
	Step 5	11.43	11.57	11.71	11.86	12.01
	Step 6	12.58	12.74	12.90	13.06	13.22
	Step 7	13.89	14.06	14.24	14.42	14.60
	Step 8	15.43	15.62	15.82	16.02	16.22
	Step 9	17.14	17.35	17.57	17.79	18.01
	Top	19.04	19.28	19.52	19.76	20.01

United Telephone Company of New Jersey, Inc.

Appendix A

Schedule 4 (JX7)		Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Facilities Layout Technician (CL581)						
	Start	10.59	10.72	10.85	10.99	11.13
	Step 2	11.06	11.20	11.34	11.48	11.62
	Step 3	11.74	11.89	12.04	12.19	12.34
	Step 4	12.67	12.83	12.99	13.15	13.31
	Step 5	13.82	13.99	14.16	14.34	14.52
	Step 6	15.20	15.39	15.58	15.77	15.97
	Step 7	16.81	17.02	17.23	17.45	17.67
	Step 8	18.64	18.87	19.11	19.35	19.59
	Step 9	20.73	20.99	21.25	21.52	21.79
	Top	23.03	23.32	23.61	23.91	24.21

United Telephone Company of New Jersey, Inc.

Appendix A

	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Schedule 5 (JX2)						
Facilities Layout Technician (CL582)						
Start		0.00	0.00	0.00	0.00	0.00
Step 2		0.00	0.00	0.00	0.00	0.00
Step 3		0.00	0.00	0.00	0.00	0.00
Step 4		0.00	0.00	0.00	0.00	0.00
Step 5		0.00	0.00	0.00	0.00	0.00
Step 6		0.00	0.00	0.00	0.00	0.00
Step 7		0.00	0.00	0.00	0.00	0.00
Step 8		0.00	0.00	0.00	0.00	0.00
Step 9		0.00	0.00	0.00	0.00	0.00
Top		23.03	23.32	23.61	23.91	24.21

United Telephone Company of New Jersey, Inc.

Appendix A

Schedule 6 (JX11)		Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Public Access Techniciann (UN238)						
	Start	11.25	11.39	11.53	11.67	11.82
	Step 2	12.27	12.42	12.58	12.74	12.90
	Step 3	13.38	13.55	13.72	13.89	14.06
	Step 4	14.57	14.75	14.93	15.12	15.31
	Step 5	15.89	16.09	16.29	16.49	16.70
	Step 6	17.31	17.53	17.75	17.97	18.19
	Step 7	18.88	19.12	19.36	19.60	19.85
	Step 8	20.57	20.83	21.09	21.35	21.62
	Step 9	22.43	22.71	22.99	23.28	23.57
	Top	24.44	24.75	25.06	25.37	25.69

United Telephone Company of New Jersey, Inc.

Appendix A

	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Schedule 7 (JX4)						
Lineworker (CR134)						
	Start	12.41	12.57	12.73	12.89	13.05
	Step 2	12.97	13.13	13.29	13.46	13.63
	Step 3	13.77	13.94	14.11	14.29	14.47
	Step 4	14.85	15.04	15.23	15.42	15.61
	Step 5	16.20	16.40	16.61	16.82	17.03
	Step 6	17.82	18.04	18.27	18.50	18.73
	Step 7	19.71	19.96	20.21	20.46	20.72
	Step 8	21.87	22.14	22.42	22.70	22.98
	Step 9	24.30	24.60	24.91	25.22	25.54
	Top	27.00	27.34	27.68	28.03	28.38

United Telephone Company of New Jersey, Inc.

Appendix A

Schedule 8 (JX3)		Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Business Communications Technician Level 1 (UN208)						
Customer Services Technician I (CR525)	Start	12.46	12.62	12.78	12.94	13.10
Vehicle Mechanic (CR135)	Step 2	13.02	13.18	13.34	13.51	13.68
	Step 3	13.83	14.00	14.18	14.36	14.54
	Step 4	14.91	15.10	15.29	15.48	15.67
	Step 5	16.28	16.48	16.69	16.90	17.11
	Step 6	17.90	18.12	18.35	18.58	18.81
	Step 7	19.80	20.05	20.30	20.55	20.81
	Step 8	21.97	22.24	22.52	22.80	23.09
	Step 9	24.40	24.71	25.02	25.33	25.65
	Top	27.12	27.46	27.80	28.15	28.50

United Telephone Company of New Jersey, Inc.

Appendix A

	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Schedule 9 (JX1)						
Business Communications Technician (TE131)						
Cable Splicer (CR522)	Start	12.74	12.90	13.06	13.22	13.39
Customer Services Technician II (CR527)	Step 2	13.30	13.47	13.64	13.81	13.98
Equipment Installer (TE286)	Step 3	14.12	14.30	14.48	14.66	14.84
Field Engineer (CR132)	Step 4	15.23	15.42	15.61	15.81	16.01
IS Technical Services Technician (TE287)	Step 5	16.63	16.84	17.05	17.26	17.48
Network Technician (UN201)	Step 6	18.28	18.51	18.74	18.97	19.21
	Step 7	20.21	20.46	20.72	20.98	21.24
	Step 8	22.44	22.72	23.00	23.29	23.58
	Step 9	24.94	25.25	25.57	25.89	26.21
	Top	27.70	28.05	28.40	28.76	29.12

United Telephone Company of New Jersey, Inc.

Appendix A

Schedule 9A (JX5)		Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Business Communications Technician II (TE131A)						
	Start	12.95	12.90	13.06	13.22	13.39
	Step 2	13.49	13.47	13.64	13.81	13.98
	Step 3	14.34	14.30	14.48	14.66	14.84
	Step 4	15.46	15.42	15.61	15.81	16.01
	Step 5	16.87	16.84	17.05	17.26	17.48
	Step 6	18.55	18.51	18.74	18.97	19.21
	Step 7	20.52	20.46	20.72	20.98	21.24
	Step 8	22.77	22.72	23.00	23.29	23.58
	Step 9	25.31	25.25	25.57	25.89	26.21
	Top	28.02	28.05	28.40	28.76	29.12

United Telephone Company of New Jersey, Inc.

Appendix A

	New Steps	Effective 4/01/06	Effective 04/01/07	Effective 10/01/07	Effective 04/01/08	Effective 10/01/08
Schedule 9B (JX10)						
Business Communications Technician III (TE131B)						
	Start	13.18	13.18	13.18	13.22	13.39
	Step 2	13.76	13.76	13.76	13.81	13.98
	Step 3	14.62	14.62	14.62	14.66	14.84
	Step 4	15.77	15.77	15.77	15.81	16.01
	Step 5	17.20	17.20	17.20	17.26	17.48
	Step 6	18.91	18.91	18.91	18.97	19.21
	Step 7	20.92	20.92	20.92	20.98	21.24
	Step 8	23.23	23.23	23.23	23.29	23.58
	Step 9	25.80	25.80	25.80	25.89	26.21
	Top	28.52	28.52	28.52	28.76	29.12

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