

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**T-MOBILE USA, INC.  
(Connecticut Area Market)**

**And**

**COMMUNICATION WORKERS OF AMERICA, LOCAL 1298**

**July 31, 2012 through May 31, 2014**

## TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	3
ARTICLE II – UNION MEMBERSHIP .....	3
ARTICLE III – MANAGEMENT RIGHTS .....	3
ARTICLE IV – EMPLOYEE CLASSIFICATIONS .....	4
ARTICLE V – HOURS OF WORK.....	5
ARTICLE VI - OVERTIME .....	5
ARTICLE VII – MEAL PERIODS AND REST BREAKS.....	6
ARTICLE VIII – TRAVEL TIME .....	6
ARTICLE IX – SENIORITY AND LAYOFF .....	7
ARTICLE X – NO DISCRIMINATION.....	8
ARTICLE XI – VEHICLES .....	8
ARTICLE XII – GRIEVANCE AND ARBITRATION .....	8
ARTICLE XIII – UNION BUSINESS .....	11
ARTICLE XIV – BULLETIN BOARD.....	12
ARTICLE XV – BEREAVEMENT .....	13
ARTICLE XVI – JURY DUTY .....	13
ARTICLE XVII – EDUCATIONAL ASSISTANCE .....	14
ARTICLE XVIII – BENEFITS .....	14
ARTICLE XIX – WAGES .....	15
ARTICLE XX – NO STRIKES NO LOCKOUTS.....	16
ARTICLE XXI – SUBCONTRACTING.....	16
ARTICLE XXII – COMPLETE AGREEMENT .....	17
ARTICLE XXIII – DURATION .....	17

## **ARTICLE I - RECOGNITION**

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment on behalf the employees in the following bargaining unit:

Included: all full-time and part-time field technicians, switch technicians and material handler(s) employed by the Employer in the State of Connecticut. Excluded: all other employees, contractors, and supervisors and guards as defined in the National Labor Relations Act, as amended.

## **ARTICLE II – UNION MEMBERSHIP**

All bargaining unit employees who are members of the Union as of the date of ratification of this Agreement or who, thereafter, during its term become members of the Union, shall pay dues to the Union for the period during which they are members.

It is understood and agreed that the Company assumes no responsibility for the consequences of this provision. The Union agrees to indemnify and hold harmless the Company, or any of its officers, agents, or employees from any loss or liability whatsoever related to the acts of the Union or its officers or agents.

## **ARTICLE III – MANAGEMENT RIGHTS**

**Section 1** Except as expressly set forth in this Agreement, the Company has and retains the exclusive right, authority and discretion to manage the business, budget, and organization, to direct and control the business and workforce, and to make or revise any and all decisions affecting its operations, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations, to install or introduce any new or improved services, training or teaching methods or curriculum, work procedures, materials, facilities, tools or equipment and to maintain efficient operations; whether to provide Company vehicles and determine all requirements for continued use of the vehicle, including the logging of personal and work miles on a regular basis; to determine all equipment to be used, the utilization of all physical facilities and the assignment of Company space, whether leased or owned; to set standards and methods of performance and evaluation, including any quotas, call-times and service requirements; to require employees to participate in training; to hire temporary agency and contract employees; to assign and direct work and work duties to employees in accordance with its determination of the needs of the respective jobs; to transfer and/or reassign employees from one work location to another on a regular, temporary or intermittent basis; to assign and change employee pairings or work teams on a voluntary or involuntary basis; to increase, decrease or change the number of shifts, staff or coverage or staffing patterns or coverage patterns; to reduce or increase employees' hours of work for any duration; to

hire, train, promote, transfer, layoff, and recall employees; to suspend, discipline, discharge, demote or take any other disciplinary action for just cause; to take action for job performance-related issues; to require drug or alcohol testing of employees for cause; to determine competency and/or fitness for duty; to direct, instruct, control and schedule the working force and determine training schedules; to schedule employees to be on-call; to select subcontractors; to determine the extent, amount, starting time, stopping time and expansion or contraction of subcontracting; to determine the time and place where work shall be done; to determine and modify the work duties of employees; to promulgate, amend and enforce work rules, regulations, policies and procedures and the means of enforcement thereof; to promulgate, amend and enforce rules and regulations to implement the Family and Medical Leave Act, Connecticut Family Medical Leave Act or similar state law and the means of enforcement thereof; to determine job content, description and qualifications; to determine rules and regulations for the conduct, safety and security of employees and the means of enforcement thereof; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees of the Company; to initiate, continue or discontinue training or educational programs; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not. The foregoing management rights are expressly reserved to be decided by the Company on a unilateral basis and shall not be subject to any dispute resolution procedure.

**Section 2** The provisions of this Agreement do not prohibit the Company from directing any person not covered by this Agreement to perform any task. The Company, therefore, has the right to schedule management, supervisory, or other personnel not in this bargaining unit to perform any task at any time. The unilateral exercise of the management rights set forth herein shall not be subject to any dispute resolution procedure.

**Section 3** It is the intent of the parties hereto that there is no conflict between the terms of this Agreement and any state or federal government rule, regulation or other law, policy, procedure, rules or regulations affecting conditions of employment. If such conflict is found to exist, this collective bargaining agreement shall take precedence, to the extent permitted by law.

#### **ARTICLE IV - EMPLOYEE CLASSIFICATIONS**

Employees covered by this agreement are classified in one of four ways. Eligibility for some benefits varies by classification.

a) Regular Full-Time employees are consistently scheduled to work 30 or more hours per week and work in a position designated as Regular Full-Time.

(b) Regular Part-Time I employees are consistently scheduled to work at least 20 and less than 30 hours per week and work in a position designated as Regular Part Time I.

(c) Regular Part-Time II employees are consistently scheduled to work less than 20 hours per week and work in a position designated as Regular Part-Time II.

(d) Temporary employees are hired directly by T-Mobile to work for a limited, rather than an indefinite, period of time. Temporary employees work in a position designated as Temporary. The duration of temporary employment is based upon the needs of the Company. The maximum period of temporary employment is generally six months. Independent contractors, consultants and contingent personnel engaged through a contingent services firm that acts as an employer for payroll purposes are not Temporary employees or T-Mobile employees.

## **ARTICLE V – HOURS OF WORK**

The regular work week generally consists of five eight-hour days, Monday through Friday, from 8 a.m. to 5 p.m. Given that the Company provides service to customers twenty-four hours a day, seven days a week, however, all employees may be required to work a schedule consistent with business needs. Any change in an employee's work hours is at management's discretion based on business needs. Should the Company wish to make a change to any employee's regular schedule, the employee will be given ample advance notification of the change, but in any case, no less than 48 hours notice.

## **ARTICLE VI – OVERTIME**

Employees shall receive one-and-one-half times their regular hourly rate of pay for all hours worked over forty (40) hours per workweek unless otherwise required by law.

### **Section 1 Working Overtime**

The Company may require employees to work overtime. Whenever possible, advance notice will be given when overtime work is needed. Management, in its discretion, may consider a variety of factors in distributing overtime, including the nature of the work required, employees' expressed preferences and the frequency with which employees have worked overtime in the past.

Employees must record all hours and minutes worked, including all overtime. There are two types of overtime: "incidental" overtime and "requested" overtime.

(a) Incidental overtime is relatively brief, unscheduled and necessary. It occurs, for example, when an employee works past his or her scheduled shift end in order to complete a customer sale transaction.

(b) Requested overtime occurs when the Company determines that overtime is needed to meet business demands and requires or requests that you work it.

Other than incidental overtime, Employees may not work overtime without the prior approval of a supervisor or manager, except in cases of emergency when such prior approval cannot be obtained. Employees must use good judgment in deciding whether to work overtime without prior management approval. A supervisor or manager will review any unauthorized overtime work by an employee to determine whether it was necessary. The employee must accurately record and will be paid for the overtime, even if the overtime work is determined unnecessary. However, the employee may be counseled or disciplined for working overtime without prior authorization.

## **Section 2 Overtime Pay Calculations**

T-Mobile's workweek begins on Sunday at 12:01 a.m. and ends at 12:00 a.m. midnight on the following Saturday night. Overtime pay is calculated based upon total hours worked per week, not based on the number of hours worked in any one day, unless otherwise required by law.

Paid time off, such as Legacy Sick Leave, paid holidays, and paid time off for leaves of absence, does not count as hours worked for purposes of overtime pay computations.

## **ARTICLE VII – MEAL PERIODS AND REST BREAKS**

Employees will be offered two 15-minute paid rest breaks (during which they perform no work), and take, at a minimum, one 30-minute unpaid meal period (during which they perform no work) per full time shift. Paid rest breaks should be scheduled and taken in approximately the middle of the work schedule (taken approximately every two-three hours), and generally no employee should be required to work more than three hours without a paid rest break. Meal periods should be scheduled and taken on or before five (5) hours of work. Occasionally, due to significant business needs, rest periods and meal breaks may be scheduled outside of these guidelines to the extent permitted by Connecticut law.

## **ARTICLE VIII – TRAVEL TIME**

Generally, commuting time from home to the first place of work, and from the last place of work back home is not considered time worked, regardless of how long the employee's commute takes and even if the employee must report to different work sites on different days.

If an employee normally works at a certain location and on a particular day is assigned to work at a location farther from the employee's home, the additional commuting time above and beyond the employee's regular commuting time spent traveling from home to work and from work back home is considered time worked and must be recorded as such. Traveling from one work location to the next during the workday is considered time worked and must be recorded as such by employees.

Out of town business travel for T-Mobile occurring during an employee's normal working hours is considered time worked and must be recorded as such (minus regular meal periods), regardless of whether the travel is on one of the employee's regular workdays or on one of his or her days off. As long as the travel occurs during the employee's normal working hours, it is considered time worked (minus regular meal periods). Conversely, time spent traveling out of town outside the employee's normal working hours is not considered time worked so long as no other productive work for T-Mobile is done during the travel time. Travel time includes, for example, time spent during an employee's normal working hours waiting in an airport to catch a plane for business travel, time spent flying on an airplane for business travel and time spent traveling from the destination airport to the employee's hotel.

## **ARTICLE IX – SENORITY AND LAYOFF**

**Section 1** An employee with no seniority rights shall be considered a probationary employee. After ninety (90) days service with the Employer, a new employee shall become a regular employee and his/her seniority shall be as of his/her date of hire. By mutual agreement with the Union, however, the Employer may extend an employee's probationary period for an additional thirty (30) days. During his/her probationary period, an employee may be discharged for any reason that the Employer believes in its sole discretion is just and sufficient; discharge of a probationary employee shall not be subject to the procedures set forth in Article XII - GRIEVANCE AND ARBITRATION.

**Section 2** Seniority for the purpose of this Section, shall be defined as an employee's total length of service since his/her last date of employment.

**Section 3** When work is slack, the Employer shall have the right, to determine whether or not part of the workforce should be laid off or the scheduled hours per day or days per week reduced, to share available work. In the event of layoffs:

(a) Probationary employees shall be laid off first.

(b) If further layoffs are necessary, they shall be conducted, whenever practical, on the basis of skill, ability and seniority. If skill and ability are equal, in the Employer's opinion, then seniority shall prevail. The Employer shall not make decisions on the skill and ability in a capricious or arbitrary manner.

**Section 4** In rehiring employees laid off due to a reduction in force, reemployment shall be offered on the basis of seniority to the classification from which he was laid off.

**Section 5** Seniority shall be lost for the following reasons.

(a) If an employee voluntarily leaves the employ of the Employer;

(b) If an employee is terminated for cause;

(c) If an employee, who was laid off, fails to notify the Company of his intent to return to work within two (2) weeks of being notified of recall; or

(d) After an employee has been laid off for one (1) year due to lack of work, he/she shall be removed from the seniority list.

## **ARTICLE X – NO DISCRIMINATION**

Consistent with T-Mobile’s longstanding policy, the Company and the Union agree there shall be no discrimination by either against any employee on the basis of age, race, color, religion, creed, sex, sexual orientation, national origin, marital status, veteran status, the presence of any physical or mental disability or any other status or characteristic protected by federal, state, or local law.

## **ARTICLE XI – VEHICLES**

Company vehicles are tools available to members of the bargaining unit. For the term of this Agreement, Company vehicles will be provided to employees on the same basis and terms as other similarly situated employees working at the Company. Such terms include, but are not limited to, employees completing personal and business mileage reports in the manner directed by the Company. During the term of this Agreement, the Company shall have the right, in its sole discretion to eliminate the usage of Company vehicles, or to alter the terms of vehicle usage, provided such revisions match those of employees outside the bargaining unit.

The Company will give notice to the Union of any such changes. The Company’s right to alter the terms of the usage of Company vehicles shall not be subject to Article XII - GRIEVANCE AND ARBITRATION.

## **ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1** For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions thereof as to events or incidents arising only at the Company. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below. Before a formal grievance is filed, any employee is free to use the Open Door policy if he so chooses. Before a formal grievance is filed, the affected employee and/or a Union representative shall talk to the employee’s supervisor about the issue in an attempt to resolve it.

**Section 2** A grievance may be filed by an employee, the Union, or the Company. If the Union files the grievance, the adversely affected employee(s) or issues shall be identified.



**Section 3** Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative provided that the resolution is not inconsistent with this agreement and the Union has been given the opportunity to review the resolution prior to finalization. If such a resolution occurs, the Union may still file a grievance, but such grievance may only seek a ruling on whether the Company's alleged conduct violated this Agreement.

**Section 4** A grievance as defined in Section 1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Company first became aware, or should have become aware, of the circumstances giving rise to the grievance:

Step One: The grievance shall be presented to the employee's designated immediate supervisor or the supervisor in the department or area where the event giving rise to the grievance took place. To be timely and properly filed, a grievance must be presented in writing to the designated immediate supervisor within fourteen (14) days after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and shall contain the following components:

- (a) The grievance shall identify the specific Article(s) and Section(s) of the Agreement alleged to have been violated;
- (b) The grievance shall set forth the factual circumstances of the alleged violation, including the date, time and names of witnesses;
- (c) The grievance shall set forth the remedy sought.

A grievant deficient in any or all of these components will be deemed defective and rejected. The supervisor will hold a meeting within twelve (12) days after receiving the grievance consisting of the shop steward and/or the affected employee. The supervisor shall give a written response to the Steward within twelve (12) days after the meeting was held. Provided, however, that failure to provide such response or hold a meeting within the proscribed time shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step. Grievances concerning discharges or suspensions may be immediately presented at Step Two, however, all information required in Step One must be provided in writing before the matter can be advanced past Step Two.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented by the Union Representative to Regional Human Resources within ten (10) days after the Company's response or failure to so provide. Within ten business (10) days of receiving the Step Two grievance, the Company may conduct a meeting which may be attended by the Union Representative, the Steward and the affected employee. Within ten business (10) days after the meeting is held or after the Step Two grievance was received if no meeting is held, the Company shall notify the designated Union official of its decision in writing. Provided, however, that failure to prove such response within ten business (10) days shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

Step Three: If grievance is not resolved at Step Two, the party wishing to take the grievance to arbitration shall make request in writing to the Federal Mediation and Conciliation Service ("FMCS") within thirty (30) days from the date of Second Step answer requesting a panel of arbitrators be assigned, with a copy provided to the other party.

**Section 5** If the Company raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. The hearing on arbitrability shall be conducted according to the FMCS' rules on expedited arbitration. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a new Arbitrator shall be selected to consider the merits of the grievance. If the Company raises an issue of substantive arbitrability, processing of the grievance shall be stayed unless and until a court determines that the grievance is arbitrable.

**Section 6** (a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step One grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. In cases of discharge and suspension, the Arbitrator may not issue any award which provides any monetary remedy which includes any time before seven (7) days before the grievance was filed. In all other cases, however, the Arbitrator may not issue any award which provides any monetary remedy which includes any time before one (1) year before the grievance was filed. The Company shall be entitled to deduct as an offset to any award, all interim earnings, unemployment benefits, workers compensation or any other form of compensation received during the period of separation.

(b) Should the Union want employees to be witnesses at any arbitration hearing, the Union will be responsible for any lost pay incurred by the employee. The Company may stagger the release of employees so as to not interfere with operations.

(c) No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The steward or employee will be granted reasonable time-off without pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.

(d) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

(e) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(f) To avoid the pursuit of needless arbitrations, the cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be borne equally by the parties.

(g) It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement engage in any action in violation of Article XX - No Strike-No Lockout, the Company shall not be required or in any way be obligated to comply with Article XII – Grievance Procedure until such time as the unlawful actions cease.

(h) In the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.

(i) It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing.

**Section 7** Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties.

**Section 8** A grievance initiated by the Company shall be discussed with the designated Union Representative and may thereafter be submitted to arbitration by the Company within seven (7) days. The demand for arbitration shall be in writing and a copy sent to the Union.

**Section 9** A waiver of the time limitations by either the Company or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability in any procedural arbitration.

**Section 10** For purposes of computing time under any of the provisions of this Article, “days” shall mean calendar days, including weekend days, but excluding holidays. “Business days” means Monday through Friday, excluding Saturday and Sunday.

### **ARTICLE XIII - UNION BUSINESS**

**Section 1** The Union may designate up to four (4) members of the bargaining unit to serve as the shop stewards.

**Section 2** Non-employees may not serve as shop stewards.

**Section 3** The appropriate shop steward may be present to discuss a grievance submitted to the Company at a grievance meeting held pursuant to the grievance procedure set forth in Article XII – GRIEVANCE AND ARBITRATION.

**Section 4** The Union will advise the Company, in writing, of the names of the shop stewards. The Union will also notify the Company, in writing, of any change in shop stewards. This Section shall not apply when designated shop stewards are off on vacation, illness, or on Company or Union business away from the site, whereupon only verbal notification will be necessary to indicate the affected steward’s replacement.

**Section 5** Except for meetings associated with grievances filed by the Company, a shop steward shall not be compensated by the Company while performing duties on behalf of the Union and shall perform such duties only during time when he or she is not scheduled to work for the Company, is on an unpaid break or during other non-working time.

**Section 6** Except as provided in this Section, non-employee representatives of the Union may not enter the Company’s premises.

(a) Authorized Union Representatives may enter the Company’s premises for the sole purpose of attending scheduled meetings, including attending grievance hearings, with members of management.

(b) The Union Representative shall endeavor to inform and obtain permission from Company Management at least twenty-four (24) hours prior to entering the premises, except in cases where such notice is not practical. In all cases, however, the Union Representative must speak to Company Management prior to entry onto the premises. Entry to the Company’s premises shall be limited to the meeting location designated by Company Management in advance. Entry to other areas is not permitted at any time. The right of entry shall at all times be subject to the Company’s rules applicable to non-employees. The Union representative shall not interfere with Company operations.

## **ARTICLE XIV – BULLETIN BOARD**

**Section 1** The Company shall install and maintain one (1) glass enclosed bulletin board. The Company and Union shall jointly determine the location, size and type of the bulletin board. The bulletin board shall remain the property of the Company. Only notices of Union recreational and social affairs, notices of internal Union elections, appointments and results of internal Union elections, notices of Union meetings and other factual notices concerning official business of the Union shall be posted. Only the shop steward is permitted to place notices on the bulletin board, and will receive a key from the Company at the time of each posting.

**Section 2** The Union will not be permitted to post material which is inflammatory or in any way derogatory to the Company, its board, administration, or any of its supervisors, managers, employees, or any Company affiliate, parent, subsidiary, or any other related entity, or which casts any of the foregoing in a negative light.

**Section 3** The bulletin board will be the exclusive location for any and all Union notices authorized by this Article. No Union notices of any kind shall be posted or distributed anywhere at the facility besides the bulletin board as authorized in this Article. Notices must be given to and approved by Company Management prior to posting, and such approval shall not be unreasonably denied.

## **ARTICLE XV - BEREAVEMENT**

Regular Full-Time and Regular Part-Time employees are eligible for up to three regularly scheduled days off (for example, 24 hours if the employee regularly works an eight-hour shift or 30 hours if an employee regularly works a 10-hour shift) with base pay in the event of a death of an immediate family member. Employees may take bereavement in half day increments.

For purposes of this policy, an “immediate family member” is:

(a) An employee’s spouse, domestic partner, child, sibling, parent, legal guardian, stepparent, grandparent, and grandchild,

(b) The parent, sibling or child of the employee’s spouse or domestic partner.

Employees should inform their supervisor or manager as soon as they know that they will be absent due to an immediate family member’s death. Paid bereavement time off for someone other than an immediate family member listed above may be granted with the approval of the senior leadership and/or the Human Resources representative. Requests for additional time off due to bereavement must be submitted to the employee’s supervisor or manager and may be granted as PTO or unpaid leave. Time off for paid Bereavement Leave must be taken within a 10-day time period starting immediately after the day of death. The Company may request proof of immediate family relationship, and/or proof of death, before granting Bereavement Leave.

## **ARTICLE XVI – JURY DUTY**

### **Section 1 Jury Duty/Witness Service**

Regular Full-Time employees will be paid up to a combined total of 10 business days per calendar year for purposes of jury duty service and/or to testify as a witness on behalf of the Company or at the Company's request. Part-Time I and II employees will receive paid time for these purposes up to 10 of their regularly scheduled part-time business days per calendar year. Jury Duty/Witness Service beyond 10 days is unpaid and granted at the sole discretion of the Company unless otherwise required by law.

### **Section 2 Necessary Documentation**

Requests for Jury Duty/Witness Service must be submitted to a Human Resources Representative or Manager promptly upon receipt of a notice to serve. An employee seeking Jury Duty/Witness Service must submit a copy of his/her Jury Duty subpoena or a Witness subpoena from the Company or other notice the Company seeks to have an employee testify on its behalf or at its request.

### **Section 3 Approval**

All Jury Duty/Witness Service requests must be submitted to the employee's Human Resources Representative or Manager. Once the request is reviewed and evaluated, the employee's Human Resources Representative or Manager will notify the employee whether or not the requested leave is approved. If the Company determines that jury duty falls at a time when the employee cannot be away from work, the Company may request that the employee defer jury duty to another time. The employee must cooperate with this request, unless otherwise required by law.

### **Section 4 Extending Jury Duty/Witness Service**

Should any employee be requested to extend Jury Duty/Witness Service, he/she can do so by submitting an updated Jury Duty subpoena or Witness subpoena to their Human Resources Representative or Manager for review. An employee on Jury Duty/Witness Service is expected to report to work any partial or full days he/she is excused from Jury Duty or Witness Service if there are four or more hours remaining in the employee's regular shift, unless otherwise required by law.

## **ARTICLE XVII – EDUCATIONAL ASSISTANCE PROGRAM**

Employees are encouraged to further their professional development through education. Eligible employees can receive tuition reimbursement for educational course work related to their position or another position within T-Mobile. The program's intent is to reimburse employees for course work leading to an undergraduate or graduate-level degree.

This policy does not cover costs associated with professional seminar conferences, certification programs or any courses earning Continuing Educational Units (CEUs). However, these costs may be covered by the employee's department training budget.

### **ARTICLE XVIII – BENEFITS**

Bargaining unit employees shall be eligible to participate in health insurance plans, flexible spending accounts, disability insurance, life insurance/accidental death and dismemberment, paid time off, phone benefit, employee assistance program, and all other benefits on the same basis and terms as other employees working at the Company. Eligibility for such benefits varies by employee classification. Premiums in excess of the Company contribution will be deducted from the employees' paychecks on a bi-weekly basis. During the term of this Agreement, the Employer shall have the right, in its sole discretion to alter or eliminate entirely these benefits currently offered, provided such revisions match those of employees outside the bargaining unit.

The Company will give notice to the Union of any such changes. The Company's right to alter or eliminate these benefits shall not be subject to Article XII- GRIEVANCE AND ARBITRATION.

All premium increases for healthcare for the 2012-2013 benefit year will be retroactive to June 1, 2012. This amount will be deducted from each employee's pay at the rate of \$10 per pay period until the amount in arrears is paid back.

### **ARTICLE XIX – WAGES**

**Section 1** Employee Base Hourly Pay Rate Increases: During each year of this Agreement, the Employees shall be eligible for a Performance Based Pay Increase, as follows:

(a) Under current Company policy each Employee is entitled to an Annual Performance Evaluation. Within ninety (90) days of the specified Annual Performance Evaluation Date, the Employee shall receive their Annual Performance Evaluation. Such Evaluation shall be conducted solely by the Company pursuant to its procedures which it may change from time to time in its sole discretion.

(b) Based on the results of the Performance Evaluation the Employee will receive a Performance Based Pay Increase to their Base Hourly Pay Rate according to the following scale:

<b>Performance Review Score</b>	Does Not Meet	Meets	Exceeds
<b>Percentage Increase</b>	0%	Up to 3%	Up to 4%

(c) Any Employee who fails to Meet Expectations in their Performance Evaluation on their overall Performance Review shall be put on a ninety (90) day performance improvement plan. At the conclusion of the ninety (90) days the Employee will receive a Performance Evaluation and if at that time the Employee has improved to at least Meets Expectations the Employee will receive an increase to their Base Hourly Pay Rate according to the scale above in Article XIX(1)(b).

(d) Any Employee who disagrees with their Performance Review Score may file an appeal in writing within ten (10) days of receiving their Performance Evaluation to the Regional Manager of Human Resources. The Regional Manager of Human Resources shall provide the Employee a right to be heard and the right to have a Union Representative present and participating in the meeting. The final decision regarding the Performance Review Score and rate of pay shall be with the Company and shall not be subject to the procedures of Article XII - GREIVANCE AND ARBITRATION.

(e) Employees will receive all subsequent Performance Based Pay Increases beginning on the first usual pay period after their Annual Performance Evaluation Date.

(f) Starting immediately, all bargaining union members currently assigned for purposes of pay to the Norwalk, Connecticut location will be assigned for purposes of pay classification to the Bloomfield, Connecticut location. In addition, all bargaining unit employees will be moved to the Career Bands & Compensation (including discretionary bonus cadence) structure instituted by the Company in 2012. For the duration of the Agreement, bargaining unit employees will be subject to any changes to the compensation structure, provided such changes match those of similarly situated employees outside of the bargaining unit. The Company will give notice to the Union of any such changes. The Company's right to alter the compensation system shall not be subject to Article XII - GRIEVANCE AND ARBITRATION.

## **ARTICLE XX – NO STRIKES, NO LOCKOUTS**

**Section 1** During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and bargaining unit members, will not directly or indirectly, engage in, authorize or threaten a strike, sit-down, sit-in, boycott, walkout, sick-out, slow-down, or picketing of any kind directed at any officer, manager, supervisor, director or employee of the Company in the Connecticut market, or in any other way interfere with or interrupt the Company's operations for any reason.

**Section 2** The Union, its officers, officials and agents, shall be immediately accessible to the Company and shall immediately take all prompt and effective measures



to prevent and stop any acts described in Section A of this Article, including, but not limited to, immediately contacting by telephone, e-mail, text message, telegram, overnight mail, or any other manner which would assure immediate contact to each individual engaged in such acts a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be in violation of Section A of this Article.

**Section 3** The Company shall have just cause to discipline or discharge an employee who violates this Article.

**Section 4** The Company will not lockout employees during the term of the Agreement.

### **ARTICLE XXI – SUBCONTRACTING**

The Company shall continue to have the right to subcontract, but will not exercise the right for the sole purpose of eliminating bargaining unit positions. In unforeseen and exceptional circumstances, however, where the Company contemplates subcontracting that may have an adverse impact on the existence of bargaining unit jobs, it will first notify the Union of its decision and will, upon request, discuss with the Union any proposed alternatives, as well as any adverse effects on the continued employment of bargaining unit employees.

### **ARTICLE XXII – COMPLETE AGREEMENT**

**Section 1** This Agreement constitutes the entire agreement between the Company and the Union, and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement with respect to any and all matters, unless evidenced in writing, dated and signed by the parties hereto.

**Section 2** The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided below, the Company and the Union for the term of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

**Section 3** Any alleged past practice of the Company which is not included in this Agreement shall not be considered agreed to.