



2002 SETTLEMENT AGREEMENT

DISTRICT 7

This Agreement between the COMMUNICATIONS WORKERS OF AMERICA, District 7 (hereinafter called the "Union"), and CINGULAR WIRELESS, (the "Company"), for retail employees in the western region of the state of Washington, within the job titles set forth in Appendix A of the 2001 Labor Agreement ("Employees"), wherein it is mutually agreed:

- I. The Company recognizes that effective December 17, 2001 the CWA became the duly represented bargaining agent for retail sales employees in the western region of the state of Washington as set forth above, and each agrees to accept and be bound by the 2001 Labor Agreement between the Company and the CWA.
- II. Employees on the Cingular Wireless payroll on January 1, 2002 will receive:
 - \$550.00 increase on February 3, 2002
 - \$550.00 increase on February 2, 2003
 - \$550.00 increase on February 1, 2004

Those employees whose current wages are above the maximum wage rate will receive a lump sum payment equal to \$550.00.

There will be a true up period of six months to identify and correct any individuals who have been inappropriately classified.

Retroactive wages from February 3, 2002 will be paid as soon as practicable.

- III. Employees on the payroll as of January 1, 2002 and who were continuously employed (or on an approved Leave of Absence) on February 3, 2002 will receive a \$100 one-time lump sum payment.
- IV. Employees participate in the Cingular Wireless Benefit Program (the "Program"); however, employees will be converted from the Cingular Wireless Paid Time Off (PTO) Policy, and the holiday schedule for non-bargained employees, to the appropriate contractual language governing holidays, vacation days, excused days with pay (EWDs) and waiting periods for illness and injury.
- V. Employees who are currently eligible to participate in the Cingular Wireless National Bonus Plan (the "Plan") will receive the 2001 bonus payout on or around March 8, 2002. Eligible employees will receive a 2002 bonus payout prorated up to the effective date of movement into bargained-for titles at which time eligibility for participation will end. Any bonus payout will be governed by the terms of the Plan.

IN WITNESS WHEREOF, the Communications Workers of America and Cingular Wireless have caused this Settlement Agreement to be executed by their respective officers and representatives, duly authorized, as of the day and year first above written.

COMMUNICATIONS WORKERS OF AMERICA
DISTRICT 7

CINGULAR WIRELESS

Rick Sorensen
Staff Representative

Neil Keith
Executive Director – Labor Relations

Date

Date

