



**AT&T Mobility Bargained Edge  
Leave of Absence policy**

**TABLE OF CONTENTS**

<u>Section 1 -General Information</u>	2
1.1 Intent And Purpose Of The Policy	2
1.2 Policy Text	2
1.3 Certain Individuals Ineligible	2
1.4 Definitions	2
1.5 Time For Granting A Leave Of Absence	3
1.6 Gender And Number	4
1.7 Headings And Cross References	4
<u>Section 2 - Classifications Of Leaves Of Absence</u>	5
2.1 Leaves Of Absence Categories	5
2.2 Short Term Disability	5
2.3 Workers Compensation Leave	5
2.4 Types Of Leaves Of Absence	5
<u>Section 3 - Guidelines For Authorizing Leaves Of Absence</u>	6
3.1 General Considerations	6
3.2 When Discretionary Leaves Of Absences Are Not Granted	6
3.3 Compliance With Legal Requirements	7
<u>Section 4 - Job Reinstatement, Service &amp; Benefits</u>	7
4.1 Job Reinstatement	7
4.2 Service Credit	7
4.3 Benefit Plans - Eligibility And Coverage	8
<u>Section 5 -Duration Of Leaves Of Absence</u>	8
5.1 Beginning And Ending Dates	8
5.2 Cancellation Of Leaves Of Absence	9
<u>Section 6 -Leaves Of Absence Approvals</u>	10
6.1 Authorizations	10
6.2 Selection Of Appropriate Leave Of Absence	11
<u>Section 7 - Change Or Termination Of Policy</u>	11
7.1 Amendment Or Termination	11

Appendix A – AT&T Mobility Bargained Edge Leaves of Absence Policy – Provisions and Benefit Coverages

Appendix B – AT&T Mobility Bargained Edge Leaves of Absence Policy – Business Unit Participation

Effective Date: 01/01/2009

## SECTION 1

### GENERAL INFORMATION

#### 1.1 Intent and Purpose of the Policy

It is the intent of AT&T Mobility, herein called "the Company," to establish and maintain a set of guidelines known as the AT&T Mobility Bargained Edge Leave of Absence Policy, herein called "the Policy," for the administration of leaves of absence for Bargained for Employees of the Company and its participating affiliates listed as Appendix A. The purpose of the Policy is to:

1. provide eligible Bargained Employees a means of obtaining formal permission to be absent from work, generally without pay, under certain circumstances under one of the following CWA Bargaining Agreements;
  - 2003 Puerto Rico Agreement
  - 2005 Districts 1,2,4,5,7,9,13 including Hawaii Agreement
  - 2006 District 3 Agreement
2. secure certain benefits for Bargained Employees during the period of this absence and/or upon return from that absence.

Bargained Employees under the 2008 District 6 Bargaining Agreement are not covered under the AT&T Mobility Bargained Edge Leave of Absence policy. Employees in District 6 and the Northeast Great Lakes Bargaining Unit (NEGL) are covered under the AT&T Mobility Bargained Leave of Absence Policy.

The Administrator shall have full authority to interpret the policy and make any relevant factual determinations to the maximum extent permitted by applicable law. The explicit mention of discretion in a particular provision of the policy shall not be construed as meaning that discretion is lacking where not explicitly mentioned.

#### 1.2 Policy Text

This text of the Policy sets forth the terms and conditions of each leave of absence that has been incorporated into the Policy. This document, including Appendix A and B which are incorporated herein by reference and made a part hereof, and all amendments hereto, constitute the Policy.

#### 1.3 Participation and Withdrawal

The AT&T Mobility Companies that participate in this Policy shall be determined by AT&T in accordance with its established practices

#### 1.4 Certain Individuals Ineligible

No individual shall participate in the Policy while he/she is actually employed by a leasing organization rather than the Company, or during any period in which the Company considers him/her to be performing services as an

independent contractor, regardless of any subsequent or retroactive reclassification of employment status.

## 1.5 Definitions

"Administrator" shall mean the AT&T Leave of Absence Administrator or its delegates who serve to administer the terms and conditions of this Policy.

"AT&T Mobility Bargained Edge Employee" shall mean a Bargained employee in the above coverable bargaining agreements.

"Bargained Employee" shall mean an Employee whose job title and classification are included in a collective bargaining agreement between the Company and the Communications Workers of America, other than the 2004 District 6 collective bargaining agreement and NEGL Bargaining Unit, which have agreed to the terms and conditions of the leaves of absence provided under their applicable policy.

"Break-In-Service" shall generally mean a period of 12 consecutive months beginning on a Severance Date as defined in the Cingular Wireless Pension Plan or anniversary of such date, during which an Employee does not complete an hour of service. For purposes of determining whether or not the Employee has incurred a Break-In-Service, and solely for the purpose of avoiding a Break-In-Service, an Employee absent from work due to a maternity or paternity leave shall not have a Break-In-Service until the second anniversary of the first day of such absence from employment, provided the period between the first and second anniversary of such first day of absence is not a period of service for any other purpose.

"Employee" shall mean any active regular or temporary AT&T Mobility Edge Bargained Employee so classified by the Company for payroll purposes; however, excluded from this definition is any person who is a nonresident alien or leased individual. For purposes of the preceding sentence the term "nonresident alien" refers to any individual who receives no earned income (within the meaning of Section 911(d)(2) of the Code from any Company which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code), other than a Global Manager; the term "leased employee" refers to any individual who is a leased employee within the meaning of Section 414(n)(2) of the code. The term "Employee" does not include any individual who is rendering services to the Company pursuant to a contract, arrangement or understanding either purportedly (i) as an independent contractor, or (ii) as an employee of an agency, leasing organization or any other such company that is outside of the AT&T Mobility controlled group of companies and is providing services to the Company, or who is treated by an agency, leasing organization or any other such company that is outside of the AT&T Mobility controlled group of companies as an employee of such agency, leasing organization or other such company while rendering services to the Company, even if such individual is later determined (by judicial action or otherwise) to have been a common law employee of the Company rather than an independent contractor or an employee of such agency, leasing organization or other such company.

"FMLA" shall mean the Family and Medical Leave Act of 1993 including any subsequent amendments.

"Net Credited Service" or "NCS" shall be determined in accordance with the Cingular Wireless Pension Plan's Definitions and Rules for Crediting Service. The policy contains several references to NCS and Service Credit. The information contained in this policy is a general summary of the effect that a particular leave may have on NCS. In all cases, however, the actual terms of the Cingular Wireless Cash Balance Pension Plan relating to NCS, Years of Service Breaks in Service and other provisions, shall govern and be the final authority in determining an individual's NCS.

"Participating Company" shall mean any member of the AT&T Company that has been determined by AT&T to be eligible to participate in this Policy in accordance with Subsection 1.3 above or any predecessor provision of the Policy and listed in Appendix B, as updated from time to time.

"Registered Domestic Partner" shall mean the individual with whom an AT&T Mobility Edge Employee has entered into a domestic partnership that has been registered with a governmental body pursuant to state or local law authorizing such registration. Registered Domestic Partner coverage applies to an Employee under the same terms and conditions as are available to the spouse of the applicable AT&T Mobility Edge Employee.

#### **1.6 Time for Granting a Leave of Absence**

A leave of absence shall be granted at or before the beginning of the absence, except in the following situations:

- the leave is needed due to a continued disability following the expiration of an authorized period of disability benefits;
- the leave follows a Military Leave of Absence; or
- the evidence supports the Employee's inability to submit a request for leave prior to the effective date of the leave.

#### **1.7 Gender and Number**

The use of individual pronouns of the masculine gender herein is intended to include both the masculine and feminine genders, and the use of the singular or the plural is intended to include both the singular and the plural.

#### **1.8 Headings and Cross References**

Section captions, paragraph and subparagraph headings, and cross references have been inserted for convenience or reference and not to limit, control, or affect the interpretation of the provisions of the Policy. To the extent any such caption, heading, or cross reference contradicts any specific provision of the Policy, said caption, heading or cross reference shall be considered meaningless and otherwise null and void under the Policy.

## SECTION 2

### CLASSIFICATIONS OF LEAVES OF ABSENCE

#### 2.1 Leaves of Absence Categories

Leaves of Absence ("LOA") shall be divided into two categories: Discretionary and Nondiscretionary. The category under which a leave of absence request is submitted shall be determined by the authority required to approve the leave, as described below.

#### 2.2 Short Term Disability

Short Term Disability is NOT an absence covered under the Company's leave of Absence Policy. Information regarding STD can be found by visiting the HROneStop for information about the disability plans. For access from home, please visit <http://access.att.com>. Employees should contact the Leave and Disability Claims Administrator to determine if they are eligible for STD benefits.

#### 2.3 Worker's Compensation Absence

Worker's Compensation absence is NOT covered under the Company's Leaves of Absence Policy. Information regarding occupational illness and injuries can be found by visiting the HROneStop. For access from home, please visit <http://access.att.com>. To report a new Worker's Compensation claim call **866-276-2278**. Employees should also contact the Leave and Disability Claims Administrator to determine if they are also eligible for STD benefits or FMLA leave while they are out on a Worker's Compensation claim.

#### 2.4 Types of Leaves of Absence

A Leave of Absence from work is subject to approval by the AT&T Mobility Leave Administrator and/or applicable management, hereinafter referred to as "the Administrator." Appendix A sets forth the basic provisions of each Leave of Absence.

Non-Discretionary LOA: The following Nondiscretionary Leaves of Absence are non-discretionary and must be granted, provided all requirements have been met. Refer to Section 4 of the "Leave of Absence Application and Approval Process Guide" (AAPG) for guidelines

1. Anticipated Disability Leave of Absence
2. Care of Newborn/Adopted Children Leave of Absence
3. Domestic Violence Leave\*
4. Family Care Leave of Absence
5. Military Leave of Absence
6. Maternity & Family Leave—Puerto Rico

\* - for employees working in Illinois and Miami/Dade County, Florida

Discretionary LOA: The following Leaves of Absence are discretionary; they may be granted at the discretion of the Employee's Participating Company, except with regard to those leaves that are otherwise required by applicable law. Refer to Section 4 of the "Leave of Absence Application and Approval Process Guide" (AAPG), for guidelines.

1. Catastrophic Leave of Absence
2. Departmental Leave of Absence
3. Expiration of Disability Benefits Leave of Absence
4. Ineligible for Disability Benefits Leave of Absence\*
5. Political Leave of Absence
6. Personal Leave of Absence
7. Student Internship Leave of Absence

\* - Ineligible for Disability Benefits LOA will be a nondiscretionary leave and must be granted if the leave is related to a Worker's Compensation case. Such nondiscretionary leave must be granted, provided all requirements have been met.

Subsequent Adjustments to LOA Time Periods: If an Employee's initial request for a Leave of Absence is less than the allowable maximum period, an Employee may submit a subsequent request(s) for the balance of the allowable maximum period. The balance will be determined using the date the Employee wants to begin the subsequent request. In no event shall the allowable maximum period be extended. Notwithstanding the foregoing, the Employee is still required to meet the eligibility criteria for the Leave of Absence.

## SECTION 3

### GUIDELINES FOR AUTHORIZING LEAVES OF ABSENCE

#### 3.1 General Considerations

The following factors shall be considered in requesting and granting Leaves of Absence:

- A. the Employee must request the leave of absence stating the period of the leave, including the expected return to work date;
- B. notwithstanding the foregoing, FMLA leave and workers compensation absences may also be initiated by the employee's supervisor;
- C. the impact of the absence on the present or anticipated needs of the business;
- D. the reasonableness and necessity for the request;
- E. any prior leave time and/or frequency of leaves; and
- F. the Employee's intention with respect to return to work at the expiration of the leave.

#### 3.2 Circumstances When Discretionary Leaves of Absences Are Not Granted

Discretionary Leaves of Absence shall not be granted in connection with the following situations. Discretionary Leaves of Absence are granted at the sole

discretion of the company except when mandated by law. The following situations are examples of when discretionary leaves may not be granted. This is not an exhaustive list.

- A. when it is not contemplated that an Employee will return to work at the termination of the leave;
- B. to enable an Employee to attain eligibility for benefits;
- C. to enable an Employee to accept gainful employment outside of the AT&T Mobility's controlled group of companies;
- D. to enable a department within the Company to alleviate surplus work force conditions; or
- E. when an Employee's Company or the Administrator determines that granting a leave of absence is not in the best interests of the Employee's Company.

### **3.3 Compliance with Legal Requirements**

Notwithstanding any other provision of the Policy, an Employee's eligibility for a leave of absence shall be determined in accordance with all applicable legal requirements to which the Employee's Company is subject.

## **SECTION 4**

### **AT&T MOBILITY BARGAINED EDGE EMPLOYEE ENTITLEMENTS**

#### **4.1 Job Reinstatement**

- A. An Employee returning to work from a Leave of Absence will be reinstated in accordance with the provisions of the specific leave of absence taken, as set forth in Appendix A.
- B. Job reinstatement will be granted only if the Employee returns to work immediately upon completion of the leave or on the date mutually agreed upon by the Employee, the Administrator and/or the Employee's management.
- C. Reinstatement shall be subject to the terms and guidelines, if applicable, which cover adjustments to the work force. The company will make all reasonable attempts to return the employee to the same or equivalent position. In the event the employee's previous position has been eliminated the employee may be eligible for severance or may be assisted in the procurement of another position.
- D. The Company in its sole discretion and based on applicable laws will make the determination as to whether a position is an "equivalent position."

#### **4.2 Service Credit**

- A. An Employee who returns to duty on or before the expiration of a Leave of Absence shall be granted Net Credited Service for the period of absence in accordance with the provisions of the leave of absence taken, as set forth in Appendix A

- B. An Employee who is granted two or more consecutive Leaves of Absence and who does not return to duty between such leaves, but does return to duty on or before the expiration of the leave last granted, shall be entitled to Service Credit provided in accordance with the leaves granted, as set forth in Appendix A, unless there is a Break-In-Service.

#### **4.3 Benefit Plans - Eligibility and Coverage**

- A. Except as provided in subparagraph (D) below, an Employee's eligibility for benefits and continued coverage under all benefit plans in which the Employee's Company participates may be affected while the Employee is on a Leave of Absence.
- B. For an Employee on a Company Leave of Absence, eligibility for benefits and continued coverage under all benefit plans in which the Employee's Company participates shall be in accordance with the provisions of those plans, as summarized in Appendix A.
- C. Notwithstanding any other provision of the Policy, an Employee's eligibility for benefits and continued coverage under the benefit plans in which the Employee's Company participates shall be determined and provided in accordance with all applicable legal requirements to which the Employee's Company is subject.
- D. An Employee on a Leave of Absence will not attain eligibility for short-term disability (STD) benefits under the disability benefits plan of the Company while the Employee remains on a LOA. If an Employee is eligible for disability benefits prior to taking a LOA and subsequently becomes disabled as defined by the STD plan, the LOA is cancelled effective with the date disability benefits commence.

### **SECTION 5**

#### **DURATION OF LEAVES OF ABSENCE**

##### **5.1 Beginning and Ending Dates**

The duration of a leave of absence shall be determined in the following manner:

- A. If a leave of absence is preceded and followed by days which are scheduled workdays for an Employee, then the leave of absence shall begin on the day immediately following the Employee's last actual workday prior to the start of the leave of absence, and end on the day immediately preceding the workday the Employee is scheduled to return to work.
- B. If a leave of absence is preceded by a prior leave of absence or a period of disability benefits, then the leave of absence shall begin on the next calendar day following the last day of the prior leave of



absence or the period of disability benefits.

- C. If a leave of absence is preceded by a vacation day, a designated holiday or an excused workday, then the leave of absence shall begin on the day which would have been the Employee's next scheduled workday following the vacation day, Company holiday or excused workday.
- D. If a vacation day, a designated holiday or an excused workday follows a leave of absence, then the leave of absence shall end on the day the employee returns to work.
- E. An Employee must return to the active payroll status for at least one day to be eligible for VAC, a designated holiday or an excused workday. Being returned to active payroll status without an actual physical return to work will NOT make an Employee eligible for VAC, a designated holiday or an excused workday. Vacation time taken at the end of a LOA will not count as a return to work from LOA status in order to gain eligibility for disability benefits.

## **5.2 Cancellation of Leaves of Absence**

- A. A leave of absence or the remainder of a leave of absence may be canceled upon the request of an Employee, the Employee's Company or the Administrator, as applicable, under the following conditions:
  - 1. the request for cancellation of the leave precedes the effective date of the leave;
  - 2. the Employee resigns, terminates employment within the AT&T Mobility's participating companies or dies;
  - 3. the Employee becomes actively employed by any member of the AT&T Mobility's participating companies; or
  - 4. there is a change in the facts and circumstances upon which the determination of the Employee's eligibility for the leave of absence was based, and as a result, continuation of the leave of absence is no longer warranted.
- B. An Employee's leave of absence or the remainder of a leave of absence shall be canceled if the Employee becomes disabled after the beginning date of the leave of absence and is eligible for disability benefits under the Company's Short Term Disability Plan.
- C. An Employee's leave of absence shall be canceled if the Employee becomes totally disabled under the disability benefits plan of the Employee's Company during a continuous period of excused time off of more than one week that is made up of any combination of PTO or vacation days, Company holidays or excused workdays, and which period immediately precedes the leave of absence.
- D. Notwithstanding the foregoing, from time to time the Company takes actions to cancel certain leaves of absence in order to move an Employee from one type of leave to another status. (For example: an Employee takes an Anticipated Disability Leave; once he/she moves to

disability, the Company cancels the Employee's Anticipated Disability Leave and places him/her on disability.) Under no circumstances will the Company cancel a concurrent FMLA that limits the Employee's rights under the FMLA.

- E. Except as otherwise provided in Appendix A, Employees on leave of absence shall not engage in other employment. An Employee's leave of absence shall be canceled and the Employee will be required to return to work immediately if the Employee is actively engaged in employment (for AT&T Mobility or some other employer; or for a self/family owned/operated business) while on an approved leave of absence. If an Employee violates this requirement, the Employee may be subject to discipline up to and including termination and will not be eligible for another Company leave for 12 months from the date the leave of absence was cancelled. Notwithstanding the foregoing, an Employee may still retain rights to federal or state mandated leaves of absence.

## SECTION 6

### LEAVES OF ABSENCE APPROVALS

#### 6.1 Authorizations

Authorization of leaves of absence will be given in accordance with the schedule below.

**Note:** Individual departments may require additional levels of review prior to granting the leave request.

#### Non-Discretionary Leaves

Employee Group	Approval Levels Required
All Employees	Immediate Supervisor, <i>or</i> Attendance Manager

#### Discretionary Leaves

Employee Group	Approval Levels Required
Non-management Employees	Immediate Supervisor <i>and</i> Manager holding a position two or more levels above the employee requesting the specified leave.

Effective Date: 01/01/2009

## **6.2 Selection of Appropriate Leave of Absence**

- A. A Company Leave of Absence shall be requested if, prior to the start of the leave, it is anticipated that the absence will exceed thirty (30) days. If the leave is expected to be less than 30 days, the leave should be a Departmental Leave of Absence.
- B. A Departmental Leave of Absence shall not be granted with the intent or understanding that a Company Leave of Absence for the same, similar or related purpose will be requested or granted.

## **SECTION 7**

### **CHANGE OR TERMINATION OF POLICY**

#### **7.1 Amendment or Termination**

The Policy is adopted with the intention that it shall be continued for the benefit of present and future Employees; however, the right is reserved by AT&T to terminate, amend, change or modify the Policy, retroactively or prospectively, in whole or in part, at any time and for any reason, including changes in any or all of the terms and conditions and associated benefits of the leaves of absence provided herein. Further, AT&T may determine that a Participating Company is no longer eligible for participation in the Policy or any leave of absence provided by the Policy at any time and for any reason, subject to the provisions of Section 1.3 above. Such amendment, change or modification of the Policy or termination of any Participating Company's participation in the Policy may cause Employees to lose all or a portion of their eligibility and/or the associated benefits for one or more leaves of absence under the Policy. However, in no event shall there be reduced the right of any Employee to either take a leave of absence or receive the benefits associated with a leave of absence, to which right the Employee has already become entitled under the Policy. This does not mean that an Employee shall acquire a lifetime right to eligibility for any leave of absence or to any benefit associated with a leave of absence or the continuation of the Policy or any leave of absence thereunder merely by reason of the fact that such eligibility, benefit, leave of absence or the Policy is in existence at any time during the Employee's employment. The Policy shall be administered in compliance with all applicable requirements of state and federal law and shall be amended, if necessary, in order to satisfy any such requirement.

## **Appendix A: AT&T Bargained Edge Policy: Provisions and Benefit Coverages**

Set forth in this appendix are the provisions of the AT&T Mobility Bargained Edge Companies' leaves of absence governed by the Policy. The provisions of the individual benefit plan texts govern benefit plan eligibility and continued coverage and the benefit plan texts are the final authority on the terms of those plans

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
ANTICIPATED DISABILITY LEAVE	2
CARE OF NEWBORN/ADOPTED CHILDREN LEAVE	4
CATASTROPHIC LEAVE	7
DEPARTMENTAL LEAVE	9
DOMESTIC VIOLENCE LEAVE	10
EXPIRATION OF DISABILITY BENEFITS LEAVE	13
FAMILY CARE LEAVE	15
INELIGIBLE FOR DISABILTY BENEFITS LEAVE	18
MATERNITY AND FAMILY LEAVE OF PUERTO RICO	20
MILITARY LEAVE	23
PERSONAL LEAVE	29
POLITICAL LEAVE	32
STUDENT INTERNSHIP LEAVE	34
UNION BUSINESS LEAVE	36

PROVISIONS	ANTICIPATED DISABILITY LEAVE
Type of Leave	Non-discretionary Unpaid
Participating Companies	See Appendix B
Eligibility	Regular, temporary Employees, regardless of length of NCS, upon furnishing satisfactory medical certification of a disability which is expected to last longer than seven (7) calendar days and which is expected to occur within the six (6) months from the date of the requested leave
Requirements	<ul style="list-style-type: none"> <li>• Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.</li> <li>• Satisfactory medical certification of scheduled disability is required. (Form-ATT30505)</li> </ul>
Purpose	<p>Provide an unpaid leave of absence to an Employee preceding a certified scheduled disability the duration of which is expected to exceed the applicable seven calendar day waiting period under the disability benefits plan of the Employee's Participating Company and which is expected to occur within the six (6) months from the date of the requested leave. For an Employee who is covered by an applicable state law, this leave may be taken during any period of an Employee's own serious illness, up to the maximum duration provided, if the conditions set forth in this policy are met. Satisfactory medical evidence certifying a disability for which medical treatment has been scheduled must be furnished.</p> <p>This leave must be taken immediately preceding a certified scheduled disability.</p> <p><b>Note:</b> Notwithstanding any provision to the contrary in the Description of Benefits section of this Appendix A, if an Employee, while on this leave, becomes disabled, the leave may be canceled retroactive to the first day of such disability. Thereafter, the Employee may be entitled to receive short-term disability benefits if the Employee otherwise qualifies under the terms of his Participating Company's disability benefits plan.</p>
Minimum Duration	One day
Maximum Duration	Six months
Other Employment during Leave	An Employee on an Anticipated Disability Leave may not work elsewhere during the leave.
Job Reinstatement	<p>Same job or one of similar status and pay subject to the provisions of Section 4.1.</p> <p><b>Note:</b> In the case of a temporary Employee, the guarantee does not extend beyond the period of employment specified at the time of hiring.</p>
Service Credit	NCS credit given for the period of absence up to 12 months. Service credit is granted only if the Employee returns to work immediately after expiration of the leave or certified disability.

Effective Date: 01/01/2009

<b>ANTICIPATED DISABILITY LEAVE DESCRIPTION OF BENEFITS*</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, through the end of the month in which the leave begins and up to an additional 6 months, then for the duration of the leave Participating COBRA continued coverage is offered when the Company extended coverage ends.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages are available for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's paying the full cost of coverage.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject, subject to payment of any required Employee premium.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverage is available for the duration of the leave, subject to payment of any required Employee premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.	

Effective Date: 01/01/2009

PROVISIONS	CARE OF NEWBORN/ADOPTED CHILDREN LEAVE
Type of Leave	Non-discretionary Unpaid
Participating Companies	See Appendix B
Eligibility	Regular, temporary Employees, regardless of length of NCS, upon furnishing satisfactory evidence of being the natural, adoptive or foster parent of an Eligible Child. Eligible Child is defined as a biological, adoptive or foster child, a stepchild, a legal ward or a person who is treated as the Employee's child. A biological child must be under twelve (12) months of age on the day prior to the effective date of the leave. An adoptive or foster child, a stepchild, a legal ward or a person who is treated as the Employee's child must be under age eighteen (18).
Requirements	<ul style="list-style-type: none"> <li>• Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.</li> <li>• Proof of birth or adoption (ie birth certificate or adoption papers) is required.</li> </ul> <p><b>Note:</b> The CNAC Leave runs concurrently with FMLA if Eligible Employee is eligible for and entitled to FMLA.</p>
Purpose	Provide an unpaid leave of absence to Employees to care for an Eligible Child and have job reinstatement.
Minimum Duration	<ol style="list-style-type: none"> <li>1. In one continuous period (14 days to 365 days) or</li> <li>2. Intermittently, subject to the following requirements: <ol style="list-style-type: none"> <li>a. Minimum increment of 2 weeks (14 days)</li> <li>b. Up to a maximum of 12 weeks of leave can be taken intermittently from the beginning of the leave; and</li> <li>c. Only the first 12 weeks of the leave can be taken intermittently as indicated in items 'a' and 'b' above; thereafter, the balance of the leave must be taken in one continuous period, which shall end no later than the date that is one calendar year after the start of the leave</li> </ol> </li> </ol>
Maximum Duration	<p>Twelve (12) months. Employees will not be allowed to take more than one continuous period of leave per calendar year from the time the initial leave began if the period requested is 12 weeks or more. If the initial period requested is less than 12 weeks the requirements outlined under 'Minimum Duration' will apply.</p> <p>The start date of the leave will generally be at the end of the short term disability period. In the event there is no previous period of disability associated with childbirth or such previous period of disability associated with childbirth was followed by a period of work, the start date of the leave will be the date requested by the eligible employee. Leave must be completed within one calendar year from the start of the leave and cannot be extended beyond one calendar year after the start of the leave. For an adoptive or a foster child or a legal ward, the maximum period is twelve (12) months from the date the child is placed with the Employee or his Spouse, including a Registered Domestic Partner.</p> <p><b>Note:</b> If the Care of Newborn/Adopted Children Leave is taken in conjunction with an Anticipated Disability Leave and/or the Maternity and Family Leave (Puerto Rico), the maximum period of the three leaves combined cannot exceed 12 months. The associated disability period is not included in calculating the 12-month period.</p>
Other Employment during Leave	An Employee on a Care of Newborn Leave may not work elsewhere

Effective Date: 01/01/2009

	during the leave.
<b>Job Reinstatement</b>	Same job or one of similar status and pay subject to the provisions of Section 4.1, but not later than 12 months from the start of the leave. <b>Note:</b> In the case of a temporary Employee, the guarantee does not extend beyond the period of employment specified at the time of hiring.
<b>Service Credit</b>	NCS credit given for period of absence up to 12 months. Service credit is granted only if the Employee returns to work immediately after expiration of the leave.

Effective Date: 01/01/2009



<b>CARE OF NEWBORN/ADOPTED CHILDREN LEAVE</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, through the end of the month in which the leave begins and up to an additional 6 months, then for the duration of the leave employee pays 50% of the cost of coverage for any period in excess of 6 months. COBRA coverage is offered when the Employee's portion of the premium increased to 50%. Period of 50% cost counts against and reduces the 18 months of COBRA coverage.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages are available for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any Employee required premiums.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any Employee required premiums.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any Employee required premiums.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverage is available for the duration of the leave, subject to payment of any Employee required premiums.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
<b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b>	

Effective Date: 01/01/2009

PROVISIONS	CATASTROPHIC LEAVE
Type of Leave	Discretionary Unpaid
Participating Companies	See Appendix B
Eligibility	Regular and temp Employees, regardless of length of NCS  A Catastrophic Leave shall not be granted to an employee who is certified disabled or on another company-approved leave
Requirements	The employee must furnish satisfactory documentation of a hardship situation
Purpose	Unpaid leave to employees experiencing severe hardship situations due to a natural disaster or other catastrophic incident. The company reserves the right to determine and announce a period of time during which application for a Catastrophic leave must be made and when the leave must begin; to allocate or limit participation in whatever manner it deems necessary; and to terminate offering the Catastrophic leave at any time and without advance notice to its eligible Employees
Minimum Duration	1 Week
Maximum Duration	2 Week maximum increments Termination or end date of the leave shall be agreed upon prior to start date of leave.
Other Employment While on Leave	An Employee on a Catastrophic leave may not work elsewhere.
Job Reinstatement	Same job or one of similar status and pay subject to the provisions of Section 4.1, but not later than 12 months from the start of the leave. Employees who fail to return to work on the agreed upon end date may be subject to their department's attendance guidelines or the Company's Job Abandonment policy  <b>Note:</b> In the case of a temporary Employee, the guarantee does not extend beyond the period of employment specified at the time of hiring.
Service Credit	NCS credit given for the period of absence up to 30 days

Effective Date: 01/01/2009

PROVISIONS	CATASTROPHIC LEAVE DESCRIPTION OF BENEFITS*
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, for the duration of the leave.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave and are not subject to payment of any required Employee premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave and is not subject to payment of any required Employee contributions.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave and are not subject to payment of any required Employee premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee becomes disabled, the Employee may be entitled to receive disability benefits if the Employee otherwise qualifies under the terms of his or her Company's disability benefits plan.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.	

Effective Date: 01/01/2009

PROVISIONS	DEPARTMENTAL LEAVE
Type of Leave	Discretionary Unpaid
Participating Companies	See Appendix B
Eligibility	Regular Employees who have at least 12 months NCS
Requirements	Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.
Purpose	Provide a short-term leave of absence subject to approval by an Employee's department within the Employee's Participating Company.  <b>Note:</b> Notwithstanding any provision to the contrary in the Description of Benefits section of this Appendix A, if an Employee, while on this leave, becomes disabled, the leave may be canceled retroactive to the first day of such disability. Thereafter, the Employee may be entitled to receive short-term disability benefits if the Employee otherwise qualifies under the terms of his Participating Company's disability benefits plan.
Minimum Duration	One day
Maximum Duration	30 consecutive days in a 12-month period
Other Employment While on Leave	An Employee may not work elsewhere during the Departmental leave.
Job Reinstatement	Same job or one of similar status and pay subject to the provisions of Section 4.1.
Service Credit	NCS credit given for the period of absence up to 30 days maximum in a 12-month period.
Benefit Coverage	Unaffected

Effective Date: 01/01/2009

PROVISIONS	DOMESTIC VIOLENCE LEAVE
<b>Type of Leave</b>	Non-discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	<p><u>Illinois Only – Victims Economic Safety and Security Act (VESSA) Leave</u></p> <ul style="list-style-type: none"> <li>• Regular, limited term, full-time or part-time Eligible Employees who work in the State of Illinois; and</li> <li>• No NCS requirement; eligible on date of hire.</li> </ul> <p><u>Miami-Dade County Only</u></p> <ul style="list-style-type: none"> <li>• Regular full-time or regular part-time Eligible Employee whose place of reporting is located within Miami-Dade County;</li> <li>• Eligible if employed in Miami-Dade County for at least ninety (90) days prior to the beginning of the leave; and</li> <li>• Employee must have a minimum of three hundred and eight (308) hours during the previous ninety (90) days.</li> </ul> <p>Before being granted time off under the Miami-Dade Special Leave program, an employee <i>must</i> exhaust all paid vacation and personal time. Any time away from work on a Miami-Dade Special Leave is in addition to any time taken away from work under the Family and Medical Leave Act (FMLA).</p> <p>In the event that additional states or local governments adopt laws requiring employers to provide leave for victims of domestic violence this leave may be used.</p>
<b>Requirements</b>	<p>Complete the appropriate leave of absence application in accordance with the Application and Approval Process Guide for Leaves of Absence and meet the criteria below.</p> <p><u>Illinois Only – Victims Economic Safety and Security Act (VESSA) Leave</u></p> <p>Eligible Employees must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Provide 48 hours notice, unless not practical.</li> <li>• Certify by sworn statement within a reasonable time that the Employee or a member of the Employee’s family or household is a victim of domestic violence or sexual violence. Family or household member means a spouse, parent, son, daughter, and persons jointly residing in the Employee’s household. For purposes of this leave, “parent” means the biological parent of an Employee or an individual who stood in loco parentis to an Employee when the Employee was a son or daughter. “Son or daughter” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under the age of 18, or is the age of 18 or older and incapable of self-care because of mental or physical disability.</li> <li>• Provide certification documentation from (a) the Eligible Employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from which the Eligible Employee or his or her family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence; (b) a police or court record; or (c) other corroborating</li> </ul>

Effective Date: 01/01/2009

	<p>evidence.</p> <p><b>Note:</b> <i>If this leave is taken for a purpose covered by FMLA, the following will apply. To the extent the Eligible Employee is eligible for and entitled to FMLA, this leave will run concurrently with and be granted for a duration not to exceed the amount of FMLA to which the Eligible Employee is entitled at the time the Eligible Employee's leave is to begin. If the Eligible Employee was eligible for but has exhausted entitlement to FMLA at the time his or her leave is to begin, this leave shall not be granted.</i></p> <p><b><u>Miami-Dade County Only</u></b></p> <p>Eligible Employees must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Provide certification by an authorized person from a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center, or domestic violence shelter. The certification shall be sufficient if it indicates that the employee is being subjected to domestic or repeat violence and needs time off to attend to one of the matters described under the purpose.</li> </ul> <p><b>Note:</b> <i>Before being granted time off under the Victims of Domestic Violence Leave for Miami-Dade County Domestic Leave, an employee must exhaust all paid vacation and personal time. Any time away from work for Miami-Dade County Domestic Leave provisions is in addition to any time taken under FMLA.</i></p>
<b>Purpose</b>	<p>Provide an unpaid leave of absence to Eligible Employees to address personal matters pertaining to domestic or sexual violence which include:</p> <ul style="list-style-type: none"> <li>• To seek medical (including dental) attention for, or recovery from, physical or psychological injuries caused by domestic, sexual, or repeat violence to the employee or the employee's family or household member.</li> <li>• To obtain services from a victim services organization, and to make arrangements necessary to provide for the safety and well-being of an employee the employee's family or household member subject to domestic, sexual, or repeat violence.</li> <li>• To attend counseling or support services, including counseling or support services for the employee's family or household member.</li> <li>• To obtain and receive legal assistance and attend court appearances relating to domestic, sexual, or repeat violence, including, but not limited to preparing for or participating in any civil or criminal legal proceeding, protective order, divorce, custody of children and child support.</li> </ul> <p><b>Note:</b> <i>For Miami-Dade "family or household member" only extends to "dependent children."</i></p>
<b>Minimum Duration</b>	31 days
<b>Maximum Duration</b>	<p><b><u>Illinois Only – Victims Economic Safety and Security Act (VESSA) Leave</u></b></p> <p>12 weeks within any 12-month calendar period The absence may be intermittent.</p> <p><b><u>Miami-Dade County Only</u></b></p> <p>An Employee shall be eligible for a total of thirty (30) workdays of unpaid Miami-Dade Domestic Leave during any rolling twelve (12)</p>

Effective Date: 01/01/2009

	month period.
<b>Other Employment While on Leave</b>	An Employee may not work elsewhere during the Domestic Violence leave.
<b>Job Reinstatement</b>	Same job or one of similar status and pay subject to the provisions of Section 4.1.
<b>Service Credit</b>	NCS credit given for the period of absence up to 12 months. Service credit is granted only if the Employee returns to work immediately after expiration of the leave.
<b>Benefit Coverage</b>	Unaffected

Effective Date: 01/01/2009

PROVISIONS	EXPIRATION OF DISABILITY BENEFITS LEAVE
<b>Type of Leave</b>	Discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	Regular Full-time and Part-time Employees regardless of length of NCS who have reached the maximum period of short-term disability benefits under the terms and provision o the company's disability benefit plan.
<b>Requirements</b>	<ul style="list-style-type: none"> <li>• Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.</li> <li>• Recommendation for leave by disability benefits administrator <b>only</b>. Final approval by department as outlined in the AAPG</li> </ul> <p><b>Note:</b> An Expiration of Disability Benefits Leave runs concurrently with FMLA if Eligible Employee is eligible for and entitled to FMLA.</p>
<b>Purpose</b>	Provide an unpaid leave of absence to disabled Employees who qualify and have reached the maximum period of short-term disability benefits governed under the employee's applicable Company's disability benefits plan, and who likely will recover sufficiently to resume work within a six-month period.
<b>Minimum Duration</b>	One day
<b>Maximum Duration</b>	Six months
<b>Other Employment While on Leave</b>	An Employee may not work elsewhere during the Expiration of Disability Benefits leave.
<b>Job Reinstatement</b>	Same job or one of similar status and pay subject to the provisions of Section 4.1.
<b>Service Credit</b>	NCS credit given for the period of the absence. Service credit is granted only if the Employee returns to work immediately after expiration of the leave.

Effective Date: 01/01/2009



<b>EXPIRATION OF DISABILITY BENEFITS LEAVE</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, through the end of the month in which the leave begins. Participating COBRA continued coverage is offered when the Company extended coverage ends
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the payment of any required premium.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to the payment of any required premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to the payment of any required premium.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the payment of any required premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.	

Effective Date: 01/01/2009

PROVISIONS	FAMILY CARE LEAVE
Type of Leave	Non-discretionary Unpaid
Participating Companies	See Appendix B
Eligibility	<p>Regular, temporary Employees with six months NCS who meet the following criteria:</p> <ul style="list-style-type: none"> <li>• A member of the family is seriously ill, and the Employee demonstrates that he has contributed significantly to the financial support of the family member or that he has maintained a significant and ongoing relationship with the family member over a reasonable period of time prior to the leave request.</li> <li>• Eligible Family Members include: <ul style="list-style-type: none"> <li>• A husband or wife as defined under state law for purposes of marriage, including a spouse in common law and a Registered Domestic Partner (RDP);</li> <li>• a biological or adopted Child;</li> <li>• a stepchild, foster child, legal ward;</li> <li>• a person who is treated as the Employee's child under eighteen (18) years of age or the child of an RDP;</li> <li>• a person eighteen (18) years or older who is incapable of self care because of a mental or physical disability;</li> <li>• the biological or adoptive parent of an Employee or a person who treated the Employee as a son or daughter when the Employee was under eighteen (18) years of age, or step-parent;</li> <li>• the parents-in-law of the Employee, including parents of an RDP</li> </ul> </li> <li>• The prognosis and expected duration of the family member's condition is certified by the family member's attending physician(s) and that the family member requires full-time care for a serious health condition as defined under FMLA.</li> </ul>
Requirements	<ul style="list-style-type: none"> <li>• Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.</li> <li>• The family member's condition is certified by the family member's attending physician(s) (Form-ATT30508).</li> </ul> <p><b>Note:</b> Family Care Leave runs concurrently with FMLA if it is taken for a purpose covered by FMLA, and if the Eligible Employee is eligible and entitled to FMLA.</p>
Purpose	Provide an unpaid leave of absence to Employees to care for a family member with a serious health condition and have job reinstatement.
Minimum Duration	31 day
Maximum Duration	12 months within any 24-month calendar period. If a Departmental Leave precedes the Family Care Leave, the effective date of the FCL shall be retroactive to the beginning of the Departmental Leave. If the Family Care Leave is an FMLA qualifying leave the Departmental Leave is not FMLA qualifying, the start date of the Family Care Leave can not be retro activated.
Other Employment During Leave	An Employee may not work elsewhere during a Family Care leave.
Job Reinstatement	Same job or one of similar status and pay subject to the provisions of Section 4.1.

Effective Date: 01/01/2009

	<b>Note:</b> In the case of a temporary Employee, the guarantee of reinstatement does not extend beyond the period of employment specified at the time of hiring.
<b>Service Credit</b>	NCS credit given for the entire period of the leave up to 12 months within any 24-month calendar period.

Effective Date: 01/01/2009

<b>FAMILY CARE LEAVE</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, through the end of the month in which the leave begins and up to an additional 6 months. Then for the duration of the leave Participating Company contributions equal to 50% of what the Participating Company contributed immediately prior to the start of the leave and Employee contributions equal to the balance of the cost of coverage; COBRA continued coverage is available as an alternative when the Employee's portion of the premium increases to 50%.  The period of 50% cost counts against and reduces the 18 months of COBRA coverage.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverage continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.	

Effective Date: 01/01/2009

<b>PROVISIONS</b>	<b>INELIGIBLE FOR DISABILITY BENEFITS LEAVE</b>
<b>Type of Leave</b>	Discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	Regular Full-time and Part-time Employees, whose employer participates in the Company's Disability Plan, who does not meet the service eligibility requirement (NCS less than six months) under the Company's disability plan and the employee is disabled under the terms of the Company's disability plan.
<b>Requirements</b>	Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.
<b>Purpose</b>	Provide an unpaid leave of absence to cover period of absence to an Employee who is deemed disabled under the terms of the Company' Short Term Disability Plan and is otherwise ineligible for disability benefits due to the disability plan's service requirements
<b>Minimum Duration</b>	1 Day
<b>Maximum Duration</b>	Granted for a minimum period of 7 consecutive calendar days or for a maximum allowable period of six (6) months. The Leave start date will ordinarily be at the first day the Employee requests the leave. The Leave Administrator will determine the length of time allowed for the leave. .
<b>Other Employment During Leave</b>	An Employee may not work elsewhere while on an Ineligible for Disability Benefit leave.
<b>Job Reinstatement</b>	Not Guaranteed except during the period of the Ineligible for Disability Benefits leave which runs concurrently w/FMLA or applicable law
<b>Service Credit</b>	Not affected

Effective Date: 01/01/2009

<b>INELIGIBLE FOR DISABILITY BENEFITS LEAVE</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, until the end of the month in which the leave begins or to the end of any qualifying FMLA period. COBRA continued coverage will be offered at the end of the Company extended coverage or at the end of any qualifying FMLA period.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages are available for the duration of the leave, subject to regular Participating Company contributions.
<b>Supplemental Life &amp; Dependent Life</b>	Supplementary Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverage is available for up to 36 months, subject to payment of any required Employee premiums.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
<b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b>	

Effective Date: 01/01/2009

PROVISIONS	MATERNITY AND FAMILY LEAVE (Puerto Rico Maternity Leave)
<b>Type of Leave</b>	Non-discretionary Paid. An Eligible Employee approved for this leave will be paid their eight (8) weeks of pay at the beginning of the leave period.
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	All female Employees, regardless of length of NCS, residing in Puerto Rico
<b>Requirements</b>	<p>Under certain circumstances, a medical certification (a statement by a physician showing the state of the pregnancy, as well as the other medical conditions that apply):</p> <ul style="list-style-type: none"> <li>➤ If the Employee elects to take only one (1) week of prenatal rest and extend up to seven (7) weeks for the postnatal rest, a Medical Certificate must be submitted showing that the employee is able to work up to one (1) week before childbirth.</li> <li>➤ Leave taken for an abortion: The Employee's physician must certify that the abortion had the same physiological effect on her as regularly occur in childbirth and a Medical Certificate accrediting such facts is presented to the Company</li> </ul> <p>Additionally, an Employee requesting the Leave in connection with an adoption, must notify the Company at least thirty (30) days in advance regarding her intentions to adopt a minor child and to take this leave and of their intent to return to work. She will also need to submit accrediting evidence to the Company of the adoption procedures issued by the competent entity.</p>
<b>Purpose</b>	<p>Provide mandated benefits for eligible Employees of the Company's Puerto Rico subsidiaries. The leave establishes maternity and family leave for all eligible Employees pursuant to Puerto Rico laws and regulations, specifically Title 29, Chapter 19, Sections 467-71 of the Laws of Puerto Rico Annotated. The leave provides it's Eligible Employees with time off to cover:</p> <p><u>Maternity Leave:</u> Eligible Employees who are pregnant shall be entitled to paid leave which includes four (4) weeks before delivery (prenatal) and four (4) weeks after childbirth (postnatal). The Eligible Employee may elect to take only one (1) week of prenatal rest and extend up to seven (7) weeks for the postnatal rest. Both of these situations will be compensated on a Full Salary basis if the employee experiences a shortened prenatal period (where the birth occurs before the Prenatal Period has elapsed), the employee may opt to extend the postnatal leave for a period of time equivalent to what the Employee would have received during the Prenatal Period and it will be paid on a Full Salary basis. When the probable date of the child-birth is mistakenly estimated and the employee has enjoyed four (4) weeks of rest, without having given birth to a child, the prenatal leave shall be extended at the basis of full salary, until the occurrence of a child-birth, with pay only up to a maximum of eight (8) weeks.</p> <p><u>Adoption Leave:</u> For the adoption of a preschool age child (a child under age five or a child who is not matriculated in a school institution pursuant to existing legislation and legal procedures in Puerto Rico. The leave will begin on the date on which the minor is received in the family. The Employee may request to be reinstated to her employment at any time during her Adoption Leave period. However, in such case, the Employee is considered to have waived any remaining period of the leave to which she is entitled.</p> <p><u>Abortion Leave:</u> In accordance with Puerto Rico law, any Eligible</p>

Effective Date: 01/01/2009

	<p>Employee who has an abortion will be entitled to Maternity Leave benefits for the period of time that the physician who attended her during her abortion certifies for maternity leave, not to exceed either (8) weeks. The Employee's physician must certify that the abortion had the same physiological effect on her as regularly occur in childbirth and a Medical Certificate accrediting such facts is presented to the Company.</p> <p>NOTE: Compensation for adoption leave and abortion leave shall be paid the same as for the maternity leave. An Eligible Employee shall receive up to eight (8) weeks at full salary.</p>
<b>Minimum Duration</b>	One Week.
<b>Maximum Duration</b>	<p>Eight Weeks (may be extended an additional 12 weeks of unpaid time if medically necessary, upon submission of a medical certification from the employee's physician and Employee is not eligible under the Disability Plan).</p> <p>If the leave is taken in conjunction with a Care of Newborn Child and/or an Anticipated Disability Leave, the maximum period of the three leaves combined shall not exceed twelve (12) months. The associated disability period is not included in calculating the twelve (12) month period.</p>
<b>Other Employment during Leave</b>	An Employee on this leave may not work elsewhere during the leave.
<b>Job Reinstatement</b>	<p>Same job or one of similar status and pay subject to the provisions of Section 4.1.</p> <p><b>Note:</b> In the case of a temporary Employee, the guarantee does not extend beyond the period of employment specified at the time of hiring.</p>
<b>Service Credit</b>	NCS credit given for the full period of absence. Service credit is granted only if the Employee returns to work immediately after expiration of the leave or certified disability.



<b>MATERNITY AND FAMILY LEAVE (Puerto Rico Maternity Leave) DESCRIPTION OF BENEFITS*</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended continues for the duration of the leave subject to payment of any required Employee contributions. COBRA coverage offered if employee does not return from leave.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages are available for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any Employee premium
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premium.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverage is available for the duration of the leave, subject to payment of any required Employee premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Coverage continues for the duration of the leave, subject to payment of any required Employee premium for 12 weeks. COBRA will be offered at the end of the FMLA.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
<b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b>	

Effective Date: 01/01/2009

PROVISIONS	MILITARY LEAVE						
<b>Type of Leave</b>	Non-discretionary Pay differential issued in accordance with Participating Company/union negotiations						
<b>Pay Treatment</b>	<p>If the Employee's pay is greater than the pay he/she will receive from the government during active duty status, the Employee will receive differential pay during such active status from the Company. The amount and duration of the differential pay will depend on (1) the Employee's net credited service when the leave begins, (2) the Employee's rank and (3) whether the Employee has a spouse or a domestic partner and/or dependent child(ren) under age 18.</p> <p>Only Military training in support of active duty and active duty leaves are eligible for differential pay benefits.</p> <ol style="list-style-type: none"> <li>1. Military drills are not paid differential benefits by the Company, even if they fall on a scheduled workday, or several drill weekends are consolidated so that they occur consecutively. Drills can either be taken as an unpaid absence or employees may use available Paid Time Off/Vacation when the drill falls on a regularly scheduled work day.</li> <li>2. Any USERRA protected preparation for leave and/or rest period taken after orders are exhausted is also considered unpaid, and cannot be counted as an occurrence.</li> <li>3. Courses for professional Military development are not paid differential benefits and are not considered covered service.</li> </ol>						
<b>Participating Companies</b>	See Appendix B						
<b>Eligibility</b>	Regular, temporary Employees regardless of length of NCS						
<b>Requirements</b>	<p>Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.</p> <p><b>Note:</b> Military orders and Form SBC-30506 are required before a Military Service Leave of Absence is granted.</p>						
<b>Purpose</b>	<p>Provide a leave of absence to allow Employees to perform "uniformed service" in (1) the Armed Forces, the Army National Guard or the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, (2) the commissioned corps of the Public Health Service, or (3) any other category designated by the President of the United States in time of war or emergency ("Uniformed Service"), in accordance with and subject to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994. Employees participating in drill (Inactive Duty Training) exercises must be excused from work and the absences can not be counted as an occurrence.</p> <p>Military school for professional development, including ROTC, is not considered Uniformed Service and is not covered by AT&amp;T Mobility's leave policy.</p>						
<b>Minimum Duration</b>	One day						
<b>Maximum Duration</b>	<p>The period of Uniformed Service up to 5 years, plus the applicable period granted as follows:</p> <table border="1"> <thead> <tr> <th>Duration of Completion Of Service</th> <th>Period After Uniformed Service</th> </tr> </thead> <tbody> <tr> <td>Less than 31 days</td> <td>One day, plus travel time to report to work</td> </tr> <tr> <td>More than 30 days but less than 181 days</td> <td>14 days to request reinstatement of employment</td> </tr> </tbody> </table>	Duration of Completion Of Service	Period After Uniformed Service	Less than 31 days	One day, plus travel time to report to work	More than 30 days but less than 181 days	14 days to request reinstatement of employment
Duration of Completion Of Service	Period After Uniformed Service						
Less than 31 days	One day, plus travel time to report to work						
More than 30 days but less than 181 days	14 days to request reinstatement of employment						

Effective Date: 01/01/2009

	<p>Greater than 180 days                      90 days to request reinstatement of employment</p> <p><b>Note:</b> Extensions subject to approval</p>								
<b>Other Employment While on Leave</b>	Employee will work for one of the Uniformed Services (as defined above) while on a Military leave								
<b>Job Reinstatement</b>	Employees who have reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 will be reinstated in accordance with and subject to the provisions of the law.								
<b>Service Credit</b>	<p>Full NCS Credit for period of LOA including reinstatement period credit given for the period of Uniformed Service up to 5 years, plus the applicable period granted as follows:</p> <table border="1"> <thead> <tr> <th><b>Duration of Completion Of Service</b></th> <th><b>Period After Uniformed Service</b></th> </tr> </thead> <tbody> <tr> <td>Less than 31 days</td> <td>One day, plus travel time to report to work</td> </tr> <tr> <td>More than 30 days but less than 181 days</td> <td>14 days to request reinstatement of employment</td> </tr> <tr> <td>Greater than 180 days</td> <td>90 days to request reinstatement of employment</td> </tr> </tbody> </table> <p>Service credit is granted only if the Employee is reinstated in accordance with and subject to the provisions of the law.</p>	<b>Duration of Completion Of Service</b>	<b>Period After Uniformed Service</b>	Less than 31 days	One day, plus travel time to report to work	More than 30 days but less than 181 days	14 days to request reinstatement of employment	Greater than 180 days	90 days to request reinstatement of employment
<b>Duration of Completion Of Service</b>	<b>Period After Uniformed Service</b>								
Less than 31 days	One day, plus travel time to report to work								
More than 30 days but less than 181 days	14 days to request reinstatement of employment								
Greater than 180 days	90 days to request reinstatement of employment								

Effective Date: 01/01/2009

<b>MILITARY LEAVE (OTHER THAN PRESIDENTIAL EXECUTIVE ORDER)</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, to the end of the month following 30 days after the leave is first initiated. For non-Executive orders COBRA coverage is offered when the Company extended coverage ends
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverage continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplementary Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	<p>Savings Plan contributions from eligible compensation will cease at the start of the leave.</p> <p>Upon returning from a military leave of absence, you may make up the contributions that you could have made during your leave had you remained employed. However, you must make up the contributions within a time period that does not exceed the shorter of three times your length of military service or five years.</p> <p>Loan repayments will be suspended until you return to work. However, interest will continue to accrue on an outstanding loan, but the rate of interest will not exceed 6%. When you return from military leave, you must resume your loan repayments and choose one of the following repayment options:</p> <ul style="list-style-type: none"> <li>■ Keep the term of the loan the same as it was before the military leave, but increase the amount of each monthly repayment; or</li> <li>■ Keep the term of the loan and the monthly repayment the same as it was before the military leave, but make a final balloon repayment at the end of the term of the loan; or</li> <li>■ Re-amortize the loan and extend the term of the loan by (a) the period of the military leave or (b) the period of military leave plus the unused portion of the</li> </ul>

Effective Date: 01/01/2009

	<p>maximum term allowed for the same type of loan.</p> <p>The loan may be subject to default if you fail to make any payment on time. At any time after default, the Plan may still declare the loan payable in full immediately and enforce its security interest. The Plan may offset the unpaid loan balance against any distribution from your account. Also, see "Loans" under the Employee's applicable Savings Plan Summary Plan Description for information regarding treatment of outstanding loan balances.</p>
<b>Pension</b>	Benefit is affected by service credit adjustment, if any, upon return from leave of absence and/or rate of pay, if any, while on leave. Employees receive service credits for the time they are on military leave. Prior year's earnings are used to estimate the earning for calculating the service credits.
<b>Vacation</b>	Paid Time Off/Vacation available. Employees may either take any eligible, unused PTO/Vacation as a lump sum or use PTO/Vacation following the exhaustion of eligible differential pay.
<p><b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b></p>	

Effective Date: 01/01/2009

<b>MILITARY LEAVE (EMPLOYEES CALLED TO INVOLUNTARY ACTIVE DUTY BY PRESIDENTIAL EXECUTIVE ORDER)</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave. For Executive orders, coverage continues for the duration of the leave subject to payment of any required employee contributions.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverage continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplementary Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to the Employee's payment of any required Employee premium
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	<p>Savings Plan contributions from eligible compensation will cease at the start of the leave</p> <p>Upon returning from a military leave of absence, you may make up the contributions that you could have made during your leave had you remained employed. However, you must make up the contributions within a time period that does not exceed the shorter of three times your length of military service or five years.</p> <p>Loan repayments will be suspended until you return to work. However, interest will continue to accrue on an outstanding loan, but the rate of interest will not exceed 6%. When you return from military leave, you must resume your loan repayments and choose one of the following repayment options:</p> <ul style="list-style-type: none"> <li>■ Keep the term of the loan the same as it was before the military leave, but increase the amount of each monthly repayment; or</li> <li>■ Keep the term of the loan and the monthly repayment the same as it was before the military leave, but make a final balloon repayment at the end of the term of the loan; or</li> <li>■ Re-amortize the loan and extend the term of the loan by (a) the period of the military leave or (b) the period of military leave plus the unused portion of the</li> </ul>

Effective Date: 01/01/2009

	<p>maximum term allowed for the same type of loan.</p> <p>The loan may be subject to default if you fail to make any payment on time. At any time after default, the Plan may still declare the loan payable in full immediately and enforce its security interest. The Plan may offset the unpaid loan balance against any distribution from your account. Also, see "Loans" under the Employee's applicable Savings Plan Summary Plan Description for information regarding treatment of outstanding loan balances</p>
<b>Pension</b>	Benefit is affected by service credit adjustment, if any, upon return from leave of absence and/or rate of pay, if any, while on leave. Employees receive service credits for the time they are on military leave. Prior year's earnings are used to estimate the earning for calculating the service credits.
<b>Vacation</b>	Paid Time Off/Vacation available. Employees may either take any eligible, unused PTO/Vacation as a lump sum or use PTO/Vacation following the exhaustion of eligible differential pay.
<p><b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b></p>	

Effective Date: 01/01/2009

PROVISIONS	PERSONAL LEAVE
<b>Type of Leave</b>	Discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	Regular Employees with 6 months NCS  Employee must demonstrate a satisfactory work history and absence of disciplinary action in Employee's personnel file.
<b>Requirements</b>	Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.
<b>Purpose</b>	Provide an unpaid leave of absence to allow an Employee to attend to a personal situation or circumstance not covered under any of the other Leaves of Absence.  Reasons considered acceptable for the leave include: <ol style="list-style-type: none"> <li>1. to adopt a child or children not covered under the Care of Newborn/Adopted Children leave;</li> <li>2. to become a foster parent;</li> <li>3. to take care of a personal matter which is known to be of a temporary nature and requires the Employee to be away from work continuously for more than thirty (30) calendar days;</li> <li>4. to move to accompany a spouse (or Registered Domestic Partner) who is moving to a new location temporarily for not more than one year and who plans to return to the AT&amp;T Mobility location at the end of one (1) year;</li> <li>5. to move pending transfer to a AT&amp;T Mobility Company in a new location;</li> <li>6. to attend school</li> </ol> <p>A Personal Leave is not granted for medically related reasons, to engage in some other employment, to get married, to stay home with children, to stay home at spouse's request, to prepare a new home for occupancy, to attain eligibility for benefits or to circumvent other personnel policies for disciplinary issues.</p>
<b>Minimum Duration</b>	31 days
<b>Maximum Duration</b>	12 months; extensions subject to approval. Not to exceed 12 continuous months. The leave must be taken in whole months. If a Department leave precedes the Personal leave, the effective date of the Personal leave shall be retroactive to the beginning of the Department leave
<b>Other Employment While on Leave</b>	An employee, other than one who has been granted a Personal leave pending transfer to an AT&T Mobility company in a new location, may not work elsewhere while on a Personal leave. An Employee who has been granted a Personal leave pending transfer to a new AT&T Mobility location may become employed elsewhere in the new location. However, such Bargained Employee may not work for, render services to, or consult with the following businesses during the leave: AT&T Mobility or any of its affiliates or subsidiaries; a competitor of AT&T Mobility or any of its affiliates or subsidiaries. A competitor is one that in AT&T Mobility's judgment is engaged directly, or through an affiliate, in any line of business in which AT&T Mobility or one or more of its affiliates is engaged, such as, but not limited to the provision of telecommunications services or goods; the printing, publication, or provision of classified directories; the provision of cellular communications services; and the provision of paging goods or services. Moreover, an Employee on a Personal leave may not work for companies involved in the divestiture related Mandatory Portability or

Effective Date: 01/01/2009



	Interchange Agreements; or a company with which AT&Y Mobility has another agreement for the interchange of benefit obligations.
<b>Job Reinstatement</b>	Not guaranteed
<b>Service Credit</b>	NCS credit given for the period of absence up to 12 months. Service credit is granted only if the Employee returns to work immediately after expiration of the leave.

Effective Date: 01/01/2009

PROVISIONS	PERSONAL DESCRIPTION OF BENEFITS*
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, until the end of the month in which the leave begins or to the end of any FMLA period. Then COBRA coverage is offered at the end of the Company extended coverage or at the end of any FMLA qualifying period.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplementary Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Supplemental AD&amp;D</b>	Supplemental Accidental Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit is affected by service credit adjustment, if any, upon return from leave of absence and/or rate of pay, if any, while on leave.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.	

Effective Date: 01/01/2009

<b>PROVISIONS</b>	<b>POLITICAL LEAVE</b>
<b>Type of Leave</b>	Discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	Regular Employees with 12 months NCS
<b>Requirements</b>	Complete the appropriate leave of absence application in accordance with the Leave of Absence Application and Approval Process Guide.
<b>Purpose</b>	Provide an unpaid leave of absence to Employees to take time off when the governments requests the services of an Employee because of the Employee's particular skills or qualifications and the government service is in the public's interest. The leave also is designated to provide the Employee an unpaid leave of absence to campaign for and/or serve in a political office, and to participate in campaigns of candidates running for political office. This leave also includes requests for Peace Corps and VISTA.
<b>Minimum Duration</b>	One day
<b>Maximum Duration</b>	24 months; extensions subject to approval  A new leave may be granted if the Employee is elected to a consecutive term of office, but no more than two leaves shall be granted consecutively (whether to same or different office)
<b>Other Employment While on Leave</b>	Employee may work for the government while on a Political leave
<b>Job Reinstatement</b>	Same job or one of similar status and pay subject to the provisions of Section 4.1.
<b>Service Credit</b>	NCS given for the duration of the leave up to twelve (12) months. Service credit is granted only if the Employee returns to work immediately after expiration of the leave.

Effective Date: 01/01/2009

<b>POLITICAL LEAVE</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, until the end of the month in which the leave begins, then for the duration of the leave COBRA continued coverage is offered at the end of the Company extended coverage.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverage continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplementary Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee premiums.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit is affected by service credit adjustment, if any, upon return from leave of absence and/or rate of pay, if any, while on leave.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.	

Effective Date: 01/01/2009

PROVISIONS	STUDENT INTERNSHIP LEAVE
<b>Type of Leave</b>	Discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	Employees hired as a student intern
<b>Requirements</b>	An Employee hired as a student intern is eligible to apply if, as a student intern, he/she meets the following criteria: <ol style="list-style-type: none"> <li>1. completed one summer internship with the Company;</li> <li>2. completed at least sixty (60) hours of course work towards an undergraduate or graduate degree;</li> <li>3. is classified as at least 'junior' status at the educational institution, if working toward an undergraduate degree; and</li> <li>4. is enrolled in at least twelve or more credit hours for the following semester</li> </ol>
<b>Purpose</b>	Provides an unpaid leave of absence to an Employee hired as a student intern. The student intern Employee is to complete an undergraduate or graduate degree program, thereby allowing AT&T Mobility to develop a pool of qualified candidates who have successfully demonstrated their ability in a desired skill set. The student intern AT&T Mobility Employee, upon graduation, may be provided a position with AT&T Mobility where he/she has already established service credit, certain benefit eligibility and organizational familiarity.
<b>Minimum Duration</b>	1 Week
<b>Maximum Duration</b>	24 months. Extensions and additional leaves may be granted at the student intern Employee's department's discretion.
<b>Other Employment While on Leave</b>	While on the leave, a student intern Employee may not: <ol style="list-style-type: none"> <li>1. work for or render services to or consult with AT&amp;T Mobility or any of its affiliates or subsidiaries (directly or indirectly); or</li> <li>2. work for a company involved in the divestiture related Mandatory Portability of Interchange Agreements; or</li> <li>3. work for a company with which AT&amp;T Mobility has another agreement for the interchange of benefit obligations.</li> </ol>
<b>Job Reinstatement</b>	Same job or one of similar status and pay subject to the provisions of Section 4.1. and upon successful completion of the graduate or undergraduate degree program while on the leave.
<b>Service Credit</b>	NCS credit given for the period of absence up to 12 months credit if he/she returns to the active payroll at the expiration of the leave. A student intern Employee who does not return to the active payroll at the expiration of the leave or whose leave is cancelled at the Company's instance may experience a Break-In-Service. If the student intern Employee returns to the active payroll at a later date, any service adjustment will be based on the service bridging rules in effect at the time.

Effective Date: 01/01/2009

<b>PROVISIONS</b>	<b>STUDENT INTERNSHIP LEAVE DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, for the duration of the leave.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverages continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplemental Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave and are not subject to payment of any required Employee premium.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave and is not subject to payment of any required Employee contributions.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account Pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis. Upon return from leave, pretax deposits continue if re-enrolled.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave and are not subject to payment of any required Employee premium.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit may be affected by service credit adjustment, if any, upon return from leave of absence and/or changes in pay, if any, while on leave. Please refer to your applicable pension SPD for details.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
<b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b>	

Effective Date: 01/01/2009

<b>PROVISIONS</b>	<b>UNION BUSINESS LEAVE</b>
<b>Type of Leave</b>	Non-discretionary Unpaid
<b>Participating Companies</b>	See Appendix B
<b>Eligibility</b>	Regular employees, regardless of length of NCS
<b>Requirements</b>	Leave Administrator coordinates Leave with union.
<b>Purpose</b>	Provide an unpaid leave of absence to Employees who are members of a collective bargaining unit to attend to union business matters, in accordance with the provisions of a Participating Company's collective bargaining agreement with the union.
<b>Minimum Duration</b>	31 Days
<b>Maximum Duration</b>	Usually granted up to one year based subject to Company/union negotiations
<b>Other Employment While on Leave</b>	Employee may work for the recognized union while on a Union leave.
<b>Job Reinstatement</b>	Subject to Participating Company/union negotiations.
<b>Service Credit</b>	Subject to Participating Company/union negotiations.

Effective Date: 01/01/2009

<b>UNION LEAVE</b>	
<b>PROVISIONS</b>	<b>DESCRIPTION OF BENEFITS*</b>
<b>Medical, Dental, Vision</b>	Medical, Dental and Vision Participating Company-extended coverages are available, subject to regular Participating Company and Employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, until the end of the month in which the leave begins, then for the duration of the leave COBRA continued coverage is offered at the end of the Company extended coverage.
<b>Basic Life &amp; AD&amp;D</b>	Basic Group Life Insurance and AD&D Insurance Participating Company-extended coverage continues for the duration of the leave.
<b>Supplemental Life &amp; Dependent Life</b>	Supplementary Group Life Insurance and Dependent Group Life Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee contributions.
<b>Supplemental AD&amp;D</b>	Supplemental AD&D Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee contributions.
<b>Supplemental LTD</b>	Supplemental LTD Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee contributions.
<b>Flexible Spending Accounts</b>	Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of Health care Flexible Spending Account coverage, including deposits on an after-tax basis.
<b>Long Term Care</b>	Long-Term Care Insurance Participating Company-extended coverages are available for the duration of the leave, subject to payment of any required Employee contributions.
<b>Adoption</b>	Participation will continue during leave of absence.
<b>Medical Plus</b>	Medical Plus Participating Company-extended coverage is available, subject to the Employee's contributions, as such contributions are applicable and existed immediately prior to the start of the leave.
<b>Disability</b>	While on a leave of absence, an Employee is not eligible for short-term or long-term disability benefits under the disability benefits plan of the Employee's Participating Company.
<b>Savings</b>	Savings Plan contributions cease at the start of the leave.
<b>Pension</b>	Benefit is affected by service credit adjustment, if any, upon return from leave of absence and/or rate of pay, if any, while on leave.
<b>Vacation</b>	New grants of Paid time off are not awarded while on leave. Forfeiture rules apply to leave.  The Employee may: Take vacation prior to the leave or reschedule vacation upon return to work, provide the return is within the calendar year in which the paid time off was originally scheduled.
<b>* During the leave of absence, benefit coverage, contributions and any change you may make to that coverage is subject to the provisions of the applicable benefit plan(s) and any changes made to the plan(s) during the period of leave.</b>	

Effective Date: 01/01/2009



**Appendix B: AT&T Mobility Bargained Edge Leave of Absence Policy:  
PARTICIPATING COMPANIES**

Set forth in this appendix are the Participating Companies eligible for the leaves of absences outlined in Appendix A. The provisions of the individual benefit plan texts govern benefit plan eligibility and continued coverage and the benefit plan texts are the final authority on the terms of those plans.

<b>Acronym</b>	<b>Name of Participating Company</b>	<b>Date of Participation</b>
CINW	Cingular Wireless Employee Services, LLC	01/01/2004
CINSRV	CCPR Services, Inc.	01/01/2004

Effective Date: 01/01/2009