

## 2005 SETTLEMENT AGREEMENT

This Agreement between the COMMUNICATIONS WORKERS OF AMERICA, Districts 1, 2, 4, 7, 9, and 13 (hereinafter called the "Union"), and CINGULAR WIRELESS, ("the Company"), for those employees set forth in Appendix A of the 2005 Labor Agreement (Labor Agreement) sets forth the relevant implementation provisions and agreements between the parties concerning the transition to the new Labor Agreement.

I. This Agreement shall become effective as of February 6, 2005 subject to receipt by the Company of written notification from an authorized representative of the Union that the Labor Agreement has been duly ratified by the employees represented by the Union and approved by the President of The Communications Workers of America.

II. General Annual Wage Increase and applied in the wage tables:

3% on February 6, 2005

2.5% on February 5, 2006

2.5% on February 4, 2007

2.5% on February 3, 2008

III. Retail Sales Consultants will receive a 3% increase to their current wage and then be slotted at the appropriate weekly wage rate (annual rate divided by 52) effective February 6, 2005. If there is not an equivalent rate, the employee will be slotted at the next higher step in the wage progression scale. The first 6 month step increase for these newly placed Retail Sales Consultants will be effective August 7, 2005.

IV. Those employees whose current wages are above the maximum weekly rate in their wage scale will receive a general annual wage increase of 3% of their base wage. This will not be applied to employees who are over the top of the wage scale due to being pay protected as the result of being surplus.

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

VI. Retroactive wages from February 6, 2005 will be paid as soon as practicable, but no later than July 2, 2005. Retroactive wages will only be paid to those employees who were active as of the date of contract ratification (April 8, 2005).

VII. The Company will guarantee the \$10,200 at risk for the remainder of 2005.

VIII. All current Corporate Care Representatives will be classified as Sales Specialists. All current Sales Representatives – Inside Sales will be classified as Retail Sales Consultants. All current Customer Service Representative II C2s will continue in the Coordinator II wage scale.

IX. In the New York City Market only, an allowance by the Company of up to 20% above the top rate of the wage scale may be provided to an individual determined to possess skills, previous experience, and training considered to be of value.

X. All prior MOAs and LOAs not agreed upon at the bargaining table are considered to have expired.

XI. All employees covered by this agreement are covered by the National Bargained Benefit Plan for Employees of Cingular Wireless. They are also covered by the Cingular Wireless Pension Plan and the Cingular Wireless 401(k) Savings Plan as provided to the CWA Bargaining Team. SNET Transitioned Employees as defined in the "Settlement Agreement Transitioned SNET Employees" dated February 2, 2005 will begin participation in these plans on January 1, 2006.

It is understood and agreed that the term "Plan" or "Program" as used in this Agreement refers to the benefits to be provided pursuant to this Agreement and the terms, provisions and conditions under which such benefits are to be provided. It is further understood and agreed that such plan(s) or program(s) are plans or the plan documents for the benefits described therein as such terms are used in the Employee Retirement Income Security Act of 1974 (ERISA) as hereto or hereafter amended. The remedy for issues with respect to the validity or amount of any claim for benefits is the appeal process as defined in the individual benefit plans. The Summary Plan Descriptions for the ERISA plans and programs providing the benefits have been provided to the Union. However, if there is any difference between these Summary Plan Descriptions and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

XII. In consideration of the Labor Agreement, the Union hereby agrees that it shall immediately withdraw all pending claims, NLRB charges and any and all other matters alleged against the Company, wherein the Union alleges an unfair labor practice related to the terms and conditions, including bargaining over such terms and conditions, covered under the Labor Agreement.

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

COMMUNICATIONS WORKERS  
OF AMERICA

CINGULAR WIRELESS

By  \_\_\_\_\_ Date  
Teri Pluta  
CWA Representative  
Communications Workers of America

By  \_\_\_\_\_ Date  
Frank Garon  
Senior Manager-Labor Relations  
Cingular Wireless