

2004 SETTLEMENT AGREEMENT

NATIONAL BARGAINED BENEFIT PLAN FOR EMPLOYEES OF CINGULAR WIRELESS

This Agreement between the COMMUNICATIONS WORKERS OF AMERICA on behalf of itself and its individual Districts (hereinafter called the "Union"), and CINGULAR WIRELESS (the "Company"), on behalf of all bargaining units represented by the Union, wherein it is mutually agreed:

- I. Upon ratification and continuance of this agreement, the former "Edge" and "SWBW" plans (excluding disability benefits) that covered "represented" employees will be replaced by the National Bargained Benefit Plan for Employees of Cingular Wireless ("Bargained Plan") as outlined in Attachment I.
- II. The provisions of the Bargained Plan cannot be terminated, amended, changed or modified during the life of the agreement unless mutually agreed to in writing by both the Union and the Company.
- III. The benefit provisions of the Bargained Plan will be as listed in Attachments I and II and will be effective January 1, 2005. The actual terms of the Bargained Plan will be set forth and governed by the plan document and Summary Plan Description, but in no event will the plan document or summary plan description set forth terms that diminish the benefit provisions listed in Attachment I. Any references in the Summary Plan Descriptions or Plan Documents to Cingular Wireless's unilateral right to terminate, amend, change or modify the plan or plans shall not apply to the benefit plans or programs of bargaining unit employees as covered in this Agreement.
- IV. Employee contributions to the Bargained Plan will be:
 - a. \$15.00 per month for employee only coverage;
 - b. \$30.00 per month for employee plus one coverage;
 - c. \$40.00 per month for employee plus two or more

The above rates will be effective October, 2004 for bargaining unit employees currently participating in the "Edge" plan.

The above rates will be effective January 1, 2006 for employees currently covered by the "SWBW" plan.

Employees currently participating in the "Edge" and "SWBW" plans will go through standard annual enrollment for the plan year 2005.

- V. Retiree Benefits Coverage: For "current employees" (those eligible employees hired on or before 12/31/04), eligibility to participate in and the required contributions for retiree benefits coverage shall be continued and shall be determined by the "Edge" plan or "SWBW" plan rules, as applicable for each current employee. The rules for the "SWBW" plan and "Edge" plan are summarized in Attachment II. Eligible employees hired on or after 1/1/05 will be eligible for access only retiree benefits coverage (i.e., employee pays full cost).
- VI. This agreement establishing the Bargained Plan shall remain in full force and effect until 11:59 pm on June 30, 2008. The terms and provisions of the Bargained Plan as outlined in Attachments I and II shall remain in full force and effect until 11:59 pm on December 31, 2008, unless otherwise agreed to by the Company and the Union.
- VII. There can be no national strike or a national lock out nor can there be any individual CWA District strike/lockout pertaining to the Bargained Plan or to the Parties' inability to reach agreement on a new agreement for the Bargained Plan.
 - a. The Parties agree to meet at a mutually agreed upon place and time for the purpose of negotiating a new Bargained Plan.
 - b. Benefits included in the Bargained Plan will not be bargained at the Regional/District Contract tables.

VIII. If the Parties cannot reach agreement on a new or subsequent Bargained Plan in the areas listed in (a) below, only, then they will take these issues to mediation under the supervision of the Federal Mediation and Conciliation Service (FMCS) at a mutually agreed upon location and time. This process will last no longer than ten (10) business days. If there is still no agreement through the mediation process, the Parties will go to arbitration under the American Arbitration Association (AAA) for resolution of the issues. The arbitrator will have no jurisdiction over plan design and will be limited to the issues as listed in (a) below. The arbitrator will be limited in his/her decision to accept either Party's last offer or he/she will be limited to a compromise between those two positions. The arbitrator's decision will be final and binding on the parties. Expenses for the mediator and/or arbitrator will be equally shared between the Parties. Each party will be responsible for their own expenses associated with bargaining, mediation and arbitration.

- a. Areas subject to the mediation and arbitration process described above include, for each of the plans covered in the Bargained Plan: plan eligibility; contribution amounts; co-pay amounts; co-insurance amounts; out of pocket maximum amounts; lifetime maximum amounts; annual maximum amounts; deductible amounts; Medicare Part B reimbursement; and any other fees, penalties or payments required of employees and retired employees who participate in the plans.

IX. The Parties agree to establish a "Joint Health Care Committee".

- a. This Committee will review and monitor plan performance in the areas of cost, access to providers, quality of care delivery and customer satisfaction. The Committee will discuss and make recommendations on ways to control health care costs, including possible new Plan designs that may be used to help control costs, and make joint recommendations to the bargaining chairs for consideration by the Company and the Union.
- b. The Committee may make vendor recommendations for the Company to consider; however, the selection of vendors is solely the responsibility of the Company.
- c. The Committee shall meet at least quarterly during the remainder of 2004, and all of 2005. Thereafter, the Committee will meet as agreed to by representatives serving on the Committee, but in no event shall they meet less than once every six (6) months.
- d. Should there be legislative changes related to health care that impact the Bargained Plan, such changes will be reviewed by the Parties. If it is necessary to adjust or modify the Bargained Plan to remain in compliance with the law, the Parties shall meet to discuss the modifications prior to implementation. Those portions of the Bargained Plan not impacted by law will remain in force unless mutually agreed upon by the Parties to make adjustments to the Plan.

X. Cingular Wireless retains the right to make administrative changes, corrections and adjustments to the Bargained Plan according to its fiduciary responsibilities. No administrative changes, corrections or adjustments shall have the effect of diminishing the plan benefits negotiated by the Parties.

XI. Benefit Claims will be governed by the ERISA Plan(s) appeal process terms and will not be subject to grievance or arbitration.

XII. 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 of health care or disability coverage, including bargaining over such terms and conditions. A schedule of those charges is attached hereto as Attachment III.

XIII. The Company and the Union retain any rights(s) previously reserved to them that are not governed by this Agreement.

IN WITNESS WHEREOF, the Communications Workers of America and Cingular Wireless have caused this Settlement Agreement to be executed by their respective officers and representatives.

COMMUNICATIONS WORKERS OF AMERICA

Louise Novotny 9/9/04
Louise Novotny Date
Assistant Director of Research

Dina Beaumont 9/9/04
Dina Beaumont Date
Executive Assistant to the Vice President

CINGULAR WIRELESS

Lew Walker 8/20/04
Lew Walker Date
VP - Human Resources - Operations & Labor

Neil Keith 08/23/04
Neil Keith Date
Executive Director - Labor Relations

**NATIONAL BARGAINED BENEFIT PLAN FOR EMPLOYEES OF CINGULAR WIRELESS
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As ratified on 4/19/04
Effective date: 1/1/2005**

	MEDICAL BENEFITS																
Eligibility	1 st of the month following 1 month of service																
EE Class	RFT/RPT																
Enrollment Window	31 days																
Full Time EE Contribution Per Month	<p>Previous SWBW: <u>Current and thru 2005</u> Employee Only: \$10 Employee + 1: \$21.50 Employee + ≥2: \$30.50</p> <p>Previous Bargained EDGE: <u>10/01/2004 thru 2005</u> Employee Only: \$15 Employee + 1: \$30 Employee + ≥2: \$40</p> <p>ALL: <u>2006-2008</u> Employee Only: \$15 Employee + 1: \$30 Employee + ≥2: \$40</p>																
Part Time EE Contributions	≥30<40: 25% of full cost ≥20<30: 50% of full cost <20 hrs: 100% of full cost																
Working Spouse Contribution	N/A																
Coinsurance (After annual deductible, except that annual deductible does not apply to In Network preventive care)	<p>In Network: 100%</p> <p>Non-Network: 80%</p> <p>OOA: 80% - 100% (100% - Routine/Preventive)</p>																
Annual Deductible	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>In Network</u></th> <th style="text-align: center;"><u>Non-Network</u></th> <th style="text-align: center;"><u>OOA</u></th> </tr> </thead> <tbody> <tr> <td>Employee Only:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$ 430</td> <td style="text-align: right;">\$200</td> </tr> <tr> <td>Employee + 1:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$ 860</td> <td style="text-align: right;">\$400</td> </tr> <tr> <td>Employee + ≥2:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,290</td> <td style="text-align: right;">\$600</td> </tr> </tbody> </table>		<u>In Network</u>	<u>Non-Network</u>	<u>OOA</u>	Employee Only:	\$0	\$ 430	\$200	Employee + 1:	\$0	\$ 860	\$400	Employee + ≥2:	\$0	\$1,290	\$600
	<u>In Network</u>	<u>Non-Network</u>	<u>OOA</u>														
Employee Only:	\$0	\$ 430	\$200														
Employee + 1:	\$0	\$ 860	\$400														
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Annual Out of Pocket Maximum	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>In Network</u></th> <th style="text-align: center;"><u>Non-Network</u></th> <th style="text-align: center;"><u>OOA</u></th> </tr> </thead> <tbody> <tr> <td>Employee Only:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$2,430</td> <td style="text-align: right;">\$1,200</td> </tr> <tr> <td>Employee + 1:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$3,860</td> <td style="text-align: right;">\$2,400</td> </tr> <tr> <td>Employee + ≥2:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$5,290</td> <td style="text-align: right;">\$3,600</td> </tr> </tbody> </table>		<u>In Network</u>	<u>Non-Network</u>	<u>OOA</u>	Employee Only:	\$0	\$2,430	\$1,200	Employee + 1:	\$0	\$3,860	\$2,400	Employee + ≥2:	\$0	\$5,290	\$3,600
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Office Visit	<p>In Network: \$15</p> <p>Non-Network: 80% of R&C after deductible</p> <p>OOA: 80% of R&C after deductible</p>																
Emergency Room (ER copay waived if admitted)	<p>In Network: \$100 copay, then 100% coverage</p> <p>Non-Network: \$100 copay, annual deductible, then 80% coverage of R&C</p> <p>OOA: \$100 copay, annual deductible, then 100% coverage of R&C</p>																

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MEDICAL BENEFITS	
Urgent Care Center	In Network: \$50 copay, then 100% coverage Non-Network: \$50 copay, annual deductible, then 80% coverage of R&C OOA: \$50 copay, annual deductible, then 100% coverage of R&C
Hospital	In Network: \$35 copay, then 100% coverage Non-Network: \$35 copay, annual deductible, then 80% coverage of R&C OOA: \$35 copay, 100% for 120 days, then annual deductible, then 80% coverage of R&C
Lifetime Maximum	In Network: Unlimited Non-Network: Unlimited for actives; retirees/LTD have limit of \$500k per person in non-network charges OOA: Unlimited
COB	Standard – Birthday rule
Survivor	12 months at active rates; then COBRA
Retiree Eligibility	See Attachment II

PRESCRIPTION DRUG BENEFITS	
Prescription Drugs	See Chart Below

Bargained Plan Rx Program			
Prescription Program	Employee Pays Coinsurance %	Minimum per Rx or refill	Maximum per Rx or refill
Brand Restriction: If generic is available and brand is purchased, pay generic coinsurance amount plus cost difference between brand and generic			
Max OOP: \$1,000 per person; \$2,000 per family (Personal Choice purchases and Brand penalties do not accrue to the max OOP.)			
Retail (up to a 30 day supply per Rx or refill)			
Generic	15%	\$10	\$25
Formulary	20%	\$20	\$60
Brand	30%	\$30	\$80
Personal Choice	100%	N/A	N/A
Mail Order (up to a 90 day supply per Rx or refill)			
Generic	15%	\$15	\$50
Formulary	20%	\$30	\$70
Brand	30%	\$45	\$90
Personal Choice	100%	N/A	N/A

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MENTAL HEALTH BENEFITS	
Eligibility	RFT/RPT
Deductible	None
Copayments and Coinsurance	<p><u>Inpatient:</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> 100% after \$35 copay per admission ◆ <u>Non-network:</u> 50% of R&C <p><u>Outpatient</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> 100% MD, 80% other providers ◆ <u>Non-network:</u> 50% MD, 80% other providers
Limitations	<p><u>Inpatient</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> None ◆ <u>Non-network:</u> limited to \$300 per day, 20 days per year <p><u>Outpatient:</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> 20 visit annual limit ◆ <u>Non-network:</u> 20 visit annual limit; \$50 maximum per MD visit; \$60 maximum for other providers

SUBSTANCE ABUSE BENEFITS	
Eligibility	RFT/RPT
Deductible	None
Coinsurance and copayments	<p><u>Inpatient:</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> 100% after \$35 copay per admission ◆ <u>Non-network:</u> 50% <p><u>Outpatient</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> 100% for MD, 80% other providers ◆ <u>Non-network:</u> 50% MD, 80% other providers
Limitations	<p><u>Inpatient</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> None ◆ <u>Non-network:</u> Limited to \$300 per day, 20 days per year <p><u>Outpatient:</u></p> <ul style="list-style-type: none"> ◆ <u>In Network:</u> 20 visit annual limit ◆ <u>Non-network:</u> 30 visit annual limit; \$50 maximum per MD visit; \$60 maximum for other providers

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	EMPLOYEE ASSISTANCE PLAN
Eligibility	DOH
EE Class	All employees
Cost	100% Company Paid
Design	1 – 8 visits Assessment, counseling and referral
Survivors	No; COBRA available
Retired Employees	No; COBRA available

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	DENTAL BENEFITS																											
Eligibility	1 st of the month following 1 month of service																											
EE Class	RFT/RPT																											
Enrollment Window	31 days																											
Full Time EE Contribution	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">2005-2006</th> <th style="text-align: center;">FFS</th> <th style="text-align: center;">DHMO</th> </tr> </thead> <tbody> <tr> <td>Employee Only:</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Employee + 1:</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Employee + \geq 2:</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <th style="text-align: left;">2007-2008</th> <th style="text-align: center;">FFS</th> <th style="text-align: center;">DHMO</th> </tr> <tr> <td>Employee Only:</td> <td style="text-align: center;">\$2</td> <td style="text-align: center;">\$1</td> </tr> <tr> <td>Employee + 1:</td> <td style="text-align: center;">\$4</td> <td style="text-align: center;">\$2</td> </tr> <tr> <td>Employee + \geq 2:</td> <td style="text-align: center;">\$6</td> <td style="text-align: center;">\$3</td> </tr> </tbody> </table>	2005-2006	FFS	DHMO	Employee Only:	\$0	\$0	Employee + 1:	\$0	\$0	Employee + \geq 2:	\$0	\$0	 			2007-2008	FFS	DHMO	Employee Only:	\$2	\$1	Employee + 1:	\$4	\$2	Employee + \geq 2:	\$6	\$3
2005-2006	FFS	DHMO																										
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Part Time EE Contributions	\geq 30<40: 25% of full cost \geq 20<30: 50% of full cost <20 hrs: 100% of full cost																											
Annual Deductible	FFS: \$25 per person DHMO: None																											
Annual Maximum	FFS: \$1,300 DHMO: Unlimited																											
Diagnostic & Preventive	FFS: 100% R&C; No Deductible DHMO: 100%																											
Minor Restorative	FFS: Per schedule after deductible DHMO: 100%																											
Major Restorative	FFS: Per schedule after deductible DHMO: 75%																											
Orthodontia	FFS: Per schedule up to 50% after deductible Lifetime Max: \$1,400 DHMO: 60% (24-month lifetime maximum)																											
COB	Standard – Birthday rule																											
Survivor	No; COBRA available																											
Retiree Eligibility	No; COBRA available																											

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	VISION BENEFITS
Eligibility	1st of the month following 1 month of service
EE Class	RFT/RPT
Enrollment Window	31 days
Full Time EE Contribution	Employee Only: \$0 Employee + 1: \$0 Employee + \geq 2: \$0
Part Time EE Contributions (Shall not be less than FT contr.)	\geq 30<40: 25% of full cost \geq 20<30: 50% of full cost <20 hrs: 100% of full cost
In Network	100% after \$15 copay for exam, lenses, and frames; once every 12 months for EE; once every 24 months for dependents
Contact Lens Allowance	\$75/In network full-copay (lenses only)
Frame Allowance	\$105 Retail
2 nd Pair Benefit	\$30 copay, once every 24 months
Frequency: EE	Exam & lenses: 12 months Frames: 24 months
Frequency: Dependent	Exam & lenses: 24 months Frames: 24 months
Non-Network Allowance	Schedule <ul style="list-style-type: none"> ▪ Exam \$28 ▪ Lenses \$30-\$80 ▪ Frames: \$30 ▪ Contacts: \$75
COB	Standard – Birthday rule
Survivor	No; COBRA available
Retiree Eligibility	No; COBRA available

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MEDICAL PLUS BENEFITS	
Eligibility	1 st of the month following 1 month of service
EE Class	RFT/RPT
Employee Contributions (FT & PT)	Employee only – \$4 Employee & family – \$6
Benefits	Covers expenses for named investigational treatments not covered by traditional health care plans.
COB	Standard – Birthday rule
Survivor	Company extended coverage at employee rates for 3 months; then COBRA for 36 months
Retiree Eligibility	Eligible same as Medical Plan; retiree pays 100% of premium equivalent

FLEXIBLE SPENDING ACCOUNTS	
Dependent Care Spending Accounts	
Eligibility	1 st of the month following 1 month of service
EE Class	RFT/RPT
Maximum	\$5,000
Minimum	\$100
Health Care Spending Accounts	
Eligibility	1 st of the month following 1 month of service
EE Class	RFT/RPT
Maximum	\$5,000
Minimum	\$100
Survivor	No
Retiree Eligibility	No; COBRA available for HCSA remainder of calendar year

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	LIFE INSURANCE
Eligibility	1 st of the month following 1 month of service
EE Class	RFT / RPT
Eligible Dependents	Spouse/RDP Child to age 19 (23 if full time student) Disabled Dependent if covered and disabled to limiting age
Enrollment Window	DON + 31 days
Life Event (add new dependent with EOI)	60 days for newborn babies; otherwise 31 days
Basic Life Insurance Benefit	Company Paid 1-½x covered comp \$500,000 max (Basic + Supp) Reduction schedule post 65
Supplemental Life Insurance Benefit	EE paid 1-4x covered comp \$500,000 max (Basic + Supp)
Accelerated Death Benefit	Yes – up to 75%
AD&D	Included with Basic Life Insurance 1-½x covered comp
Seatbelt Incentive	Yes
Dependent Benefit Amount	Employee Paid Spouse/RDP: \$25k-\$200k, Smoker/nonsmoker rates Child: \$5,000 - \$20,000, \$0.13 per \$1,000
LTD Coverage	<u>Basic Life</u> : Company paid for 3 years <u>Supplemental Life</u> : EE paid; max 3 yrs. but not beyond age 65 <u>Dependent</u> : to end of month in which active employee service ends
Portability upon termination	Yes – all employee paid coverages
Conversion upon termination	Yes – basic, supp & dependent coverages
Survivor	No
Retired Employees	No

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	LONG-TERM CARE
Eligibility	DOH
EE Class	RFT / RPT \geq 20 hours
Cost	Employee paid
Spouse/RDP	Yes, EOI
Parents	Yes, EOI
Parents-in-Law	Yes, EOI
Retired Employees	May continue if enrolled at time of retirement
Class II	Not Eligible
Sponsored Children	Not Eligible
LTD	May continue if enrolled at time of LTD
Nursing Home Coverage	Yes
Comprehensive Coverage	Yes

	ADOPTION ASSISTANCE PROGRAM
Eligibility	1 st of the month in which EE attains 6 months of service
EE Class	RFT; RPT with \geq 20 hours/wk.
Maximum	\$5,000
Spouse Adoption	Yes

	TUITION REIMBURSEMENT PLAN
Eligibility	12 months of service
EE Class	RFT/RPT
Maximum (same for FT & PT)	\$5,250
Reimbursement for classes:	FT: 100% \geq 20 hrs: 75% <20 hrs: 50%

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Retiree Health Care for Bargained Employees Under the National Plan for Bargained Employees

Hire Date	Hired before 1/1/2005		Hired on or after 1/1/2005
Plan	Former SWBW Plan Participants	Former EDGE Plan Participants	National Plan for Bargained Employees
Eligibility Rule	Modified rule of 75 <ul style="list-style-type: none"> ▪ 30 (NCS) and any age ▪ 25 (NCS) & 50 (age) ▪ 20 (NCS) & 55 (age) ▪ 10 (NCS) & 65 (age) 	Transition Groups 1-4	Modified rule of 75 <ul style="list-style-type: none"> ▪ 30 (NCS) and any age ▪ 25 (NCS) & 50 (age) ▪ 20 (NCS) & 55 (age) ▪ 10 (NCS) & 65 (age)
Retiree contributions	Same as active employees' contributions	<ul style="list-style-type: none"> ▪ Parent company provides benefit for Transition Group 1 ▪ Subsidy varies for Transition Groups 2-3; ▪ Access only for Transition Group 4 	Retiree pays 100% for coverage (Access Only)

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RELATED ULPs

1. CWA District 3: Charge #10-CA-34158 filed in Birmingham, Alabama on or about 12/18/2002
2. CWA District 4: Charge #13-CA-41472 filed in Illinois on or about 11/5/2003
3. CWA District 6: Charge #17-CA-22516 filed in Tulsa, Oklahoma on or about 12/2003