

8-19-11

Return to Work Agreement between Communications Workers of America, AFL-CIO and Communications Workers of America, Local 1101 and Cellco Partnership

1. The terms of this Return to Work Agreement shall apply to all employees covered by the CBA that expired on August 6, 2011 at 11:59 p.m. between Communications Workers of America, AFL-CIO and Communications Workers of America, Local 1101 (collectively the Union) and Cellco Partnership (the Company) (hereafter "CBA").
2. Any employee whose normal schedule would require beginning his assignment Monday night, August 22, 2011 and continuing to work into Tuesday, August 23, 2011 will report to work for the normal Monday assignment. All other employees will return to work in accordance with their schedule on Tuesday, August 23, 2011. (In either case the "Return to Work Date") In unusual circumstances, the Company will excuse employees from reporting for a reasonable period not to exceed 72 hours from 5 p.m. August 22, 2011. Returning employees will return to work on the same schedules as were assigned prior to August 6, 2011.
3. Employees on approved leaves of absence, approved medical leaves, suspensions or scheduled vacations shall report to work following the expiration of such leaves, suspensions or vacations.
4. No employee shall lose service or pension credit or life insurance as a result of participating in the strike.
5. The parties agree that the CBA is extended indefinitely. Either the Union or the Company may terminate the CBA by providing seven (7) calendar days written notice to the other party, but such right to terminate may not be exercised prior to thirty (30) days from August 22, 2011.
6. Disputes involving disciplinary actions arising from employee conduct that occurred between and including August 7, 2011 and the Return to Work Date are not subject to the arbitration provisions of the CBAs absent mutual agreement of the parties to submit such disputes to arbitration. The parties agree that the Union expressly reserves its right to bargain over any unresolved disciplinary disputes, including the right to bargain over submitting such disputes to binding arbitration.
7. The parties agree to the following process to resolve disputes involving allegations of misconduct that occurred between and including August 7, 2011 and the Return to Work Date:

- a. After the Company completes its investigation of allegations of misconduct that occurred between and including August 7, 2011 and the Return to Work Date, the Company will provide to the Union evidence of misconduct for those employees against whom the Company is intending to impose discipline. The Company will use its best efforts to conclude investigations by September 30, 2011.
 - b. The parties will meet to discuss the evidence and attempt to resolve any disputes over the imposition of discipline prior to a final determination by the Company on disciplinary action.
8. The parties agree to withdraw all unfair labor practices charges, with prejudice, pending before the NLRB arising from or related to collective bargaining over the CBA or the strike and agree not to file any new or additional charges with regard to conduct occurring prior to the effective date of this agreement and arising from or relating to collective bargaining over the CBA or the strike. Notwithstanding the foregoing, the Union does not waive its right to file an unfair labor practice charge alleging retaliation for the exercise of protected activity that occurred prior to the execution of this agreement.
9. The Company agrees to withdraw, with prejudice, all complaints, actions and suits filed against the Union, Union officials, representatives, employees and members in connection with the strike, including all actions to enforce injunctions and other related court orders and all actions seeking sanctions against the Union, Union officials, representatives, employees and members in connection with injunctions and related court orders. The Union agrees to withdraw, with prejudice, all complaints, actions and suits filed against the Company, Company officers, representatives and employees in connection with the strike, including all actions to enforce injunctions and other related court orders. The parties agree to mutually release each other from any and all claims that arose up to the date of the execution of this agreement, arising out of or related to the strike or collective bargaining over the CBA.
10. The Company and the Union agree that in the event of a strike following this Return to Work Agreement, the Company and the Union will expeditiously enter into consent orders that incorporate the terms of the consent orders and injunctions that were in effect prior to the Return to Work Date. If in a particular jurisdiction a court will not sign a consent order, the Company and the Union will expeditiously agree to the entry of an order by the court that incorporates the terms of the consent orders and/or injunctions that were in effect in that jurisdiction prior to the Return to Work Date. Until such orders are entered into by the parties or issued by a court, the Company and the Union agree to abide by the terms of the consent orders and injunctions that were in effect prior to the Return to Work Date.

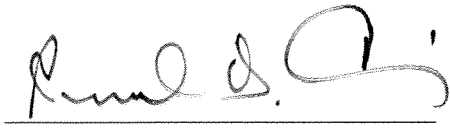
11. Employees, whose vacations or any part of their vacations were scheduled during the period between the expiration of the CBA and the Return to Work Date, and who were not paid during such scheduled vacations, will be permitted to reschedule their vacations.
12. Following the execution of this agreement and the public announcement of this Return to Work agreement by the parties, the Union shall notify all employees it represents that the strike has been terminated, shall immediately withdraw all pickets and advise employees to return to work pursuant to the terms of this agreement.
13. The effective date of this agreement shall be August 20, 2011.

On behalf of

Cellco Partnership

Dated: August 20, 2011

On behalf of Communications Workers of America, and Communications Workers of America, Local 1101



A handwritten signature in black ink, appearing to read "Ronald D. [unclear]", is written over a horizontal line.

Dated: August 20, 2011