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Title: **Verizon Pennsylvania, Inc., Verizon Services Corp. and International Brotherhood of Electrical Workers (IBEW), AFL-CIO Local 1944 (2000)**

K#: **5705**

Employer Name: **Verizon Pennsylvania, Inc., Verizon Services Corp.**

Location: **PA**

Union: **International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **1944**

SIC: **4813**

NAICS: **517110**

Sector: **P**

Number of Workers: **1300**

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237-5

1277

AGREEMENT

BETWEEN

VERIZON PENNSYLVANIA INC.

AND

VERIZON SERVICES CORP.

AND

LOCAL UNION 1944

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

AFL-CIO

As Amended

OCTOBER 27, 2000



01/20/02

Done

12/5/2003

This amended Agreement includes the provisions of the following Agreements:

Date of Execution	Date Effective		Date of Termination
	Other	Wages	
8/16/80	8/10/80	8/10/80	
		8/ 9/81	
		8/ 8/82	8/ 6/83
8/23/83	8/ 7/83	8/24/83	
		8/ 5/84	
		8/ 4/85	8/ 9/86
8/10/86		8/10/86	
		8/ 9/87	
		8/ 7/88	8/ 5/89
8/19/89		8/ 6/89	
		8/ 5/90	
		8/ 4/91	8/ 8/92
8/28/92		8/ 9/92	
		8/ 8/93	
		8/ 7/94	8/ 5/95
5/21/95		5/21/95	
		5/19/96	
		5/18/97	
		5/17/98	
		5/16/99	8/5/2000
	10/9/98	5/21/00	
		5/20/01	8/10/02
	10/27/98	2/ 4/01	
		8/ 5/01	
		8/ 4/02	8/ 2/03

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THIS AGREEMENT, entered into at Philadelphia, Pennsylvania on **October 27, 2000** between **VERIZON PENNSYLVANIA INC.** (formerly The Bell Telephone Company of Pennsylvania), a company organized under the laws of the Commonwealth of Pennsylvania, **VERIZON SERVICES CORP.**, (herein collectively called the "Company"), and **LOCAL UNION 1944 - INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**, an unincorporated association (herein called the "Union");

WHEREAS, on June 25, 1947, the Company and the Union entered into an Agreement with respect to terms and conditions of employment, which Agreement, as amended, was subject to termination on August 5, 2000, as provided in Section 37 thereof; and

WHEREAS, the Company and the Union recognize the importance of promoting and maintaining equitable and harmonious relations and achieving a high level of productivity and efficiency;

NOW, THEREFORE, the parties agree that the Agreement of June 25, 1947, shall be further amended in accordance with the following:

I. RECOGNITION

1.01 Company recognizes Union as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, of the following employees in the bargaining unit of the Operator Services organization, the Network Administration Centers of the Network Service organization:

- Desk Attendants
- General Clerks
- Network Services Coordinators
- Operators*

(* Includes those in the Operator B title who formerly held the title of Carrier Call Representative, as well as to other employees hired, transferred, or promoted via RAMP or other method into this title.

Operators-In-Charge—Night
Senior Clerks
Service Assistants
Staff Clerks
Stenographer-Clerks

and any other vocational employees who may have positions with different titles but of comparable rank in said organizations.

1.02 *Confidential Employees*

- 1.021 Employees assigned by Company to confidential work in the bargaining unit represented by the Union entailing the handling of confidential Company matters shall not be represented by nor hold membership in Union. Company shall have the right to assign not more than a total of twenty-five employees to such work at any one time and will notify the President of the Union of the employees so assigned from time to time.
- 1.022 Confidential employees must be assigned to management employees, at second tier or higher, who are directly involved in determining and effectuating labor relations policies. In addition, the assignment of confidential titles shall be held to a maximum of one title for those second-tier supervisors who have bargaining unit employees in their group. Where two or more such second-tier supervisors are located in the same building or within reasonably close proximity, and where feasible, one confidential title shall be utilized for all of the second-tier supervisors concerned.
- 1.023 It is agreed that the Company will notify employees so classified as "confidential employees" that they may either remain in their present job or be transferred to another job if they so desire and if another job is available in order that they may become Union members. Employees shall decide within two days as to whether they wish

to retain their present position or to be transferred to another position.

1.024 If it is necessary to transfer an employee to this classification and such employee does not desire to accept the position because of the confidential nature of the work, the offer will be withdrawn and the job will be filled either by an employee who desires said transfer or by a person employed to fill the particular job.

1.025 If a present employee is unwilling to accept a position as a "confidential employee" at any time, the Company will transfer an employee from another department or will hire a new employee for the position.

1.03 Union will furnish Company with a list of its certified Stewards.

2. DEFINITIONS

2.01 *Group 1 Employees* are employees assigned to one of the following titles:

Desk Attendant
Operator*
Operator In-Charge—Night
Service Assistant

2.02 *Group 2(a) Employees* are employees assigned to one of the following titles:

General Clerk
Senior Clerk
Staff Clerk
Stenographer-Clerk

Group 2(b) Employees are employees assigned to the following title:

Network Services Coordinator

(*) Includes those in the Operator B title who formerly held the title of Carrier Call Representative, as well as to other employees hired, transferred, or promoted via RAMP or other method into this title.

- 2.03 *Full-Time Employees* are employees whose normal assignments of work are basic work weeks or, in periods of part-timing, are the full reduced worked weeks.
- 2.04 *Part-Time Employees* are employees who are normally scheduled to work less hours per average month than comparable Full-Time employees in the same job title, classification and work group working the same normal daily tour.
- 2.05 *Regular Employees* are all employees other than temporary or occasional employees.
- 2.06 *Temporary Employees* are employees whose term of employment is intended to last more than three weeks but ordinarily not more than one year, or who are engaged for a specific project or definite period of time which may be for more than a year.
- 2.07 *Occasional Employees* are employees who are engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a Regular or Temporary, Full-time or Part-time employee as appropriate.
- 2.08 *Full Day Tours for Group 1 and Group 2 (a) employees* are seven and one-half hours in length. Tours for Group 1 employees start not earlier than 6:00 A.M. and end not later than 6:30 P.M. Full Day Tours for Group 2 (b) employees are eight hours in length. For Group 2 (a & b) employees, these tours generally will not be scheduled to start before 7:00 A.M. Full day tours will be divided into two sessions separated by at least one-half hour and not more than one hour.
- The normal daily tour for Full-Time employees assigned to the Competitive Call Centers shall be eight hours in length, regardless of the start and end times of the tour. The start and end times of normal daily tours may be scheduled to bridge

two consecutive calendar days, but shall not be scheduled more than 24 hours apart. Normal daily tours for Full-Time employees assigned to the Competitive Call Centers will be divided into two sessions separated by at least one-half hour between sessions. At least two qualified employees will be scheduled for any period between 10:00 p.m. and 7:00 a.m. in any Carrier Call Center open during those hours. Part Tours for employees assigned to the Competitive Call Centers will consist of one or two sessions totaling less than eight (8) hours.

2.09 *Evening Tours* end later than 6:30 P.M. but not later than 3 A.M. of the next day. For Group 1 employees these tours are seven hours in length if they end at or prior to 10:00 P.M. ("afternoon/evening" or "split" tours) and six and one-half hours in length if they end at or after 10:30 P.M. ("short evening" tours). For Group 2(a) employees these tours are seven and one-half hours in length including a one-half hour paid meal period. For Group 2(b) employees these tours are eight hours in length including a one-half hour paid meal period.

2.091 Seven hour tours will be divided into two sessions separated by at least one-half hour.

2.092 Six and one-half hour tours will be assigned as a single session which will include a thirty-minute lunch relief period.

2.10 *Night Tours* for Group 1 employees will start not earlier than 10:00 P.M. and end not later than 7:00 A.M. of the next day. These tours will be seven and one-half hours in length and divided into two sessions, not necessarily of equal length, by an unpaid meal period of one-half hour.

The Company will schedule at least two qualified Operators for any period between 10:00 P.M. and 7:00 A.M. in each Operator Services Office which is open during those hours.

Night Tours for Group 2(a) employees are seven and one-half hours in length including a one-half hour paid meal period.

Night Tours for Group 2(b) employees are eight hours in length including a one-half hour paid meal period. Night tours for Group 2 (a&b) start not earlier than 9:30 P.M. and end not later than 7:30 A.M. of the next day. The paid meal period shall be assigned between the two sessions of the tour.

- 2.11 *Sunday Tours* are all tours starting between midnight Saturday night and midnight Sunday night.
- 2.12 *Holiday Tours* are all tours starting between midnight of the day before the Holiday and midnight of the Holiday.
- 2.13 *Part Day Tours* for Group 1 and Group 2(a) employees consist of a single session of three and three-quarter hours. Part Day Tours for Group 2(b) employees consist of a single session of four hours. Part Day Tours for both Group 1 and Group 2 (a&b) employees start not earlier than 6:00 A.M. and end not later than 6:30 P.M.
- 2.14 *Part Evening Tours* for Group 1 employees consist of a single session which ends later than 6:30 P.M. but not later than 1:00 A.M. of the next day. These tours are three and one-half hours in length if they end prior to 10:30 P.M. and three and one-quarter hours in length if they end at or after 10:30 P.M.

Part Evening Tours for Group 2(a) employees consist of a single session of three and three-quarter hours. Part Evening Tours for Group 2(b) employees consist of a single session of four hours. Part Evening Tours for Group 2 (a&b) employees end later than 6:30 P.M. but not later than 1:30 A.M. of the next day.
- 2.15 *Basic Weekly Wage Rates* are the rates shown on the schedules and are the amounts paid for five full tours of work at straight time.
- 2.16 *The Basic Daily Wage Rate* is determined by dividing the basic weekly wage rate by five.
- 2.17 *The Basic Hourly Wage Rate* is determined by dividing the basic weekly wage rate as follows:

Group 1 and 2(a) Employees:

<u>Assigned tours</u>	<u>Divided by</u>
Day and Night	37½
Evening—7½ hour	37½
Evening—7 hour	35
Evening—6½ hour	32½

Group 2(b) and Competitive Call Center Employees:

<u>Assigned tours</u>	<u>Divided by</u>
Day, Evening, and Night	40

2.18 The Basic Work Week consists of the first five full tours, or the equivalent in full and part tours, which are worked in a calendar week, counting holiday and Sunday full and part tours worked. It shall include assigned time not worked during the first five full assigned tours or the equivalent for the following reasons:

- (a) Accident occurring while on duty.
- (b) Absence due to joint conference of Union Stewards with representatives of the Company.
- (c) Time required to visit the Medical Department or Local Consultant at the direction of the Company.
- (d) Vacation.
- (e) Absence due to Jury Duty or Grand Jury Duty.
- (f) Absence when required to appear as a witness before a Court or Grand Jury.
- (g) Judge, Inspector or Clerk of Election.
- (h) An excused Holiday.
- (i) Excused Work Day for which the employee is paid.
- (j) "Scheduled excess" of less than a full tour.
- (k) Attendance at Union Orientation Meeting.
- (l) "Christmas Shopping" Part Tour.
- (m) Absence for Union Business in accordance with Section 19.02.

- 2.19 *Basic Time* is any time included in the basic work week. It may be referred to hereafter as basic time, basic hours or basic tours.
- 2.20 *Overtime* is time worked in excess of a full tour on a day or in excess of a basic work week in a calendar week. It may be referred to hereafter as overtime, overtime hours or overtime tours.
- 2.21 *Relief Periods* not in excess of fifteen minutes in any session of two hours or more shall be given to Group I Employees in offices where force and traffic conditions permit. In six and one-half hour evening tours, two consecutive relief periods shall be included in a thirty-minute lunch relief period. Relief periods are paid for as work time.
- 2.22 *Work Time Assignment Lists* show the days on which each employee is assigned to work and the start and finish of each session for each day.
- 2.23 *Net Credited Service* as used in this Agreement shall mean the current period of continuous employment with the Company, together with any other employment to the extent bridged or otherwise recognized, less all deductible periods of absence, all as determined from the payroll records for the employee affected.
- 2.24 *Application of Generic Terms*

Whenever the term "he" or "she" is used in this Agreement, the term shall be considered as applying to both males and females.

3. UNION MATTERS

3.01 *Deduction of Union Dues Payments*

The Company will deduct Union membership dues or an amount equal to the periodic dues applicable to members, from the weekly wages or sickness or accident benefits of any employee, upon written authorization signed by the employee, until such authorization is revoked by the employee

in writing, or until the employee is formally separated from the bargaining unit. Formal separation includes transfers out of the bargaining unit and removal from the payroll of the Company. Deductions shall be reinstated within 30 days following the employee's return to the bargaining unit, provided a new authorization is submitted. No deductions will be made in any week in which the wages or sickness or accident benefits of an employee amount to less than the total of all deductions authorized for the employee.

For purposes of this Section, leaves of absence not exceeding one year will not be considered as formal separations from the bargaining unit.

- 3.02 The Company will forward to the Union the weekly amount deducted, together with supporting information as agreed to by Company and Union.

3.03 *Transfer of Union Stewards*

Company may transfer or lend a certified Union Steward to another location or occupation within the Company, provided that, if Union, through its President, shall advise the third tier supervisor of the organization containing the office from which the Steward was transferred that it objects to the transfer, Company will forthwith return the Steward to his or her former location and occupation.

3.04 *Bulletin Boards*

Union shall have the right to erect bulletin boards at its own expense, except that the location, number and construction of such bulletin boards at each office shall be subject to the approval of the second-tier supervisor for that work location. Union agrees not to post any objectionable matter on the bulletin boards. Should Union post any objectionable matter, on the complaint of the second-tier supervisor of the work location in which the matter is posted to the Chief Steward of the Union, such material will be immediately removed by Union. If the Chief Steward of the Union is not immediately available, the second-tier supervisor or his/her delegated rep-

representative shall have the right to remove immediately any objectionable material without any prior notice to Union.

4. COMPENSATION FOR TIME WORKED

4.01 *General*

4.011 The wages to be paid to Regular Full-Time Employees, the additional wage increases to be granted during the life of this Agreement, and the times at which such additional wage increases will be granted, are set forth in Exhibit A attached to and made part of this Agreement.

4.012 Employees will be paid at their basic hourly rate for all time worked, except time worked under the following circumstances, which shall be paid:

1. At one and a half times the basic hourly rate:
 - (a) Any Sunday time.
 - (b) Any overtime, except as provided for a Holiday.
 - (c) Except when change is made at the request of employee or when change is made to permit employee to visit the Medical Department or local consultant at the direction of the Company, any time which does not coincide with the previously assigned tour, excluding changes in lunch hours, where the starting or ending time of the tour is changed after 7 A.M. of the preceding Saturday.
 - (d) An Excused Work Day upon which the employee is required to work with insufficient notice.
2. Holiday work as covered in Subsection 7.07.

4.013 Daylight Savings Time

- (a) On the night the change is made from standard to daylight savings time, no deduction in pay shall be made even though the actual work time is reduced by one (1) hour.
- (b) When the change is made from daylight savings time to standard time, an employee who works a tour end-

ing after 2:00 a.m. and is required by the Company to work additional time will be paid in accordance with section 2.20 for such additional time.

4.02 *Minimum Call Out Payment*

4.021 Employees working under the following conditions will receive a minimum of four hours' pay irrespective of the time actually worked:

- (a) If called to work prior to the start of an assigned tour and such work time is not consecutive with the assigned tour.
- (b) If called to work after having returned home at the completion of a tour.
- (c) If called to work for less than a part tour on any unassigned day.

4.022 Under these conditions the above minimum payment, except as provided in the following paragraph, will compensate such time worked up to two and one-half hours; and such time worked beyond two and one-half hours will be compensated for at one and one-half times the basic hourly wage rate.

4.023 On Holidays, the above minimum payment will compensate such time worked up to two and one-half hours if less than a full tour is worked and up to one and one-half hours if the time is worked before the start or after the completion of a full tour. Work beyond such periods will be compensated as provided in Subsection 7.07.

4.03 *Travel Time*

4.031 The place for starting the day's work will be designated by the Company. If the day's assignment of work is a commuting assignment and requires travel time in either direction in excess of that normally required, such travel time will be treated as excess travel time. In such cases the day's work time may be shortened by the amount of excess travel time or the excess travel may be paid for as overtime.

4.032 Employees who are scheduled for a full week, or weeks, of vacation during the time they are on a non-commuting assignment will be permitted to return to their normal location prior to the end of their last work day preceding the start of the vacation week, or weeks. Travel time will be considered to be work time. Employees will be reimbursed for transportation expenses as covered in Subsection 4.042. If an employee is assigned to continue on a non-commuting assignment on the first tour following return from vacation, excess travel time when first reporting to the temporary location will be considered as work time and transportation expenses will be reimbursed as covered in Subsection 4.042.

4.04 *Reimbursement of Traveling Expenses*

4.041 Employees will be reimbursed for payments made by them for all traveling expenses incurred during hours worked and those incurred in traveling to and from locations other than their normal locations; as, for example, when required to attend meetings pertaining to their work or when visiting the Medical Department or Local Consultant at Company direction.

4.042 Employees loaned will be reimbursed for traveling expenses incurred in excess of the amounts ordinarily expended in traveling between their homes and their regular places of duty.

4.043 Transportation as covered by paragraphs 4.041 and 4.042 will be furnished by the Company or will be by means of transportation approved by the Company.

(a) If public transportation is used, the employee's reimbursement will be based on the fare actually expended.

(b) Use of personal automobiles for individual assignments, trips or projects may be approved by the immediate supervisor, based, among other things, on the transportation available, the employee's qualifica-

tion as a driver of a Company automobile, evidence of ownership of the personal automobile, liability and property damage insurance carried on the automobile and the extent of the benefit to be derived by the Company from the automobile's use.

- (c) When a personal automobile is to be used on Company business as the authorized means of transportation, approval of the employee's supervisor must be first obtained. If it is expected that a personal automobile will be used on more than half of the days on which an employee is assigned to work over an extended period of time, it shall be considered as a regular recurring usage and written approval must be obtained from the third tier supervisor and renewed each year.
- (d) If an employee, with advance approval, is authorized by Subsection (c) to use a personal automobile, the employee will be reimbursed for any compensable mileage at the rate of **thirty-four and one-half cents (\$.345)** per mile. On trips of three miles or less, employees shall be reimbursed an amount equal to the rate for one mile multiplied by three.

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will change the amount of the reimbursement, accordingly, effective on the first day of the second month following the publication of the change by the IRS, but in no event prior to the effective date of the IRS increase.

This shall apply to reimbursement for authorized incidental use and not use of personal automobiles, which are required as a condition of employment.

Compensable mileage will be the distance from the point of departure to destination, reduced, where

applicable, by the mileage from the employee's home to the employee's normal work location. Mileage will be determined from road maps or odometer readings or a combination of the two. No additional compensation will be paid to or for employee passengers.

- (e) Where travel requires the use of a toll road, highway tolls actually expended will be reimbursed.
- (f) Should an employee use his or her personal automobile in the course of Company business without prior approval, the mileage payment is not authorized and the transportation shall be paid for at public transportation rates.
- (g) For approval of the use of a personal automobile, an employee's assurance must be obtained that public liability and property damage insurance in adequate amounts is in force covering the automobile to be used.
- (h) An employee will not be required to use his or her personal automobile.
- (i) The Company assumes no obligation for payment of repairs, maintenance and upkeep of personal automobiles.
- (j) Employees are not authorized to permit relatives or friends to ride with them when using a personal automobile on Company business as the authorized means of transportation. The Company assumes no liability for accident or damage claims made by any such persons or on their behalf and the employee permitting any such person to ride in his or her personal automobile while on Company business is required to notify him or her to that effect.
- (k) Parking fees reasonably incurred will be reimbursed only when required by the assignment and approved by the Company.
- (l) Motor scooters and motorcycles are not covered.

4.044 *Meal Expense*

If the Company decides for good reason that employees reporting away from their normal reporting locations should not commute between tours, the Company will provide daily meal allowances as follows:

Breakfast	\$ 5.25
Noon Meal	6.50
Evening Meal	<u>18.25</u>
	\$30.00

If the Company permits the employees to commute on non-commuting assignments, the employees will be paid the appropriate meal allowance.

4.05 *Employees Working Evening Tours and Part Tours*

Employees working during both sessions of evening tours which have an interval of more than two hours between sessions will be reimbursed \$3.00 per tour for the cost of one round trip between home and office. In addition, employees who, in any calendar week, are assigned two part tours as part of their basic work week shall be reimbursed \$3.00 for the cost of one round trip between home and office provided both part tours are actually worked.

4.06 *Special Payments*

Special payments as specified will be made under the following conditions:

4.061 *In-Charge Payment*

- (a) Whenever a management employee is absent or otherwise unavailable for a half tour or more and, in the opinion of the Company, it is necessary to temporarily appoint a management replacement, each employee so appointed shall be paid a special payment of \$8.00 for each session actually worked.
- (b) The above amount will be included with the basic rate

in computing all compensation for that day to which the employee is entitled under this Agreement.

Note: Competitive Call Center employees are governed by the Carrier Call Representative Wage Reopener letter agreement.

4.062 *Special Payments for Christmas and New Year's Eves*

- (a) Employees working 7 hour tours (as defined in Sub-section 2.09) on December 24 will be paid at time and one-half their basic hourly wage rate for any time worked up to 7 P.M.
- (b) Employees working on December 24 or December 31 will be paid at twice their basic hourly wage rate for any time worked between 7 P.M. and 7:30 A.M.
- (c) These payments will be in addition to the differential paid during assigned evening and night tours, but will be in place of the time and one-half payment for working overtime.

4.063 *Special City Allowance*

- (a) An employee whose assigned reporting location on a particular day is within the areas of Philadelphia and Pittsburgh, as described below, will be paid a Special City Allowance of \$2.00 for each day he or she works after reporting at such assigned reporting location. An employee who is scheduled to work 50% or less of a regular full tour (or who is called in to work) and who actually works 50% or less of a regular full tour will be paid one-half of a full daily allowance. An employee who is scheduled to work more than 50% of a regular full tour and who actually reports for work, or an employee who is called in to work and who actually works more than 50% of a regular full tour, will be paid a full daily allowance. For purposes of this Sub-section, Part Tours as defined in 2.13 and 2.14 will be considered as 50% of a regular full tour.

- (b) Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.
- (c) The Special City Allowance will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the "Verizon Pension Plan" or the "Verizon Sickness and Accident Disability Benefit Plan" or any other fringe benefits or differentials.
- (d) Assigned reporting locations within the following designated boundaries qualify, subject to the above provisions, for the Special City Allowance:

For the purpose of this provision, Philadelphia shall include the territories within the present boundaries of the City of Philadelphia and the territories served by the Melrose exchange. Pittsburgh shall include the territories within the present boundaries of the City of Pittsburgh and the territories served by the 241, 242, 243, 244, 247, 256, 371, 731 exchanges (Wilkinsburg); 271, 273, 351, 636 exchanges (Braddock); 461, 462, 464, 476 exchanges (Homestead); and 341, 343, 344, 531, 561, 563, 571, 572 exchanges (Dormont).

4.064 *Training Payment*

The training of Group 2 employees is normally a management function; however, a qualified employee in an occupation may be assigned the responsibility to train another employee in the same or higher occupation. When this occurs, the employee performing the training function will be given a special payment of \$5.00 for each full session in which training functions are performed.

Whenever an employee is assigned to and performs the training function for part of a session, a special payment

of \$1.35 an hour, not to exceed \$5.00 per session, will be made.

The special payment will not be made for job demonstration.

Note: Competitive Call Center employees are governed by the Carrier Call Representative Wage Reopener letter agreement.

4.065 Differential for Use of Bilingual Skills

An employee will be paid an hourly differential in the amount of 3.5% of the employee's basic hourly wage rate for all scheduled or nonscheduled hours or partial hours (including overtime) during which the employee is assigned to provide bilingual services to customers or to provide translation services for the Company. Only employees who qualify as proficient on the appropriate test for the language being used will be eligible to be assigned such work, and to receive this differential. The bilingual differential will enter into computations of overtime pay in accordance with applicable law on overtime on differentials.

4.07 Part Hours Worked

4.071 Part hours worked will be paid as follows:

- (a) When an employee works less than his or her assigned tour, he or she will be paid for any part hour worked as follows:

<u>Minutes Worked</u>	<u>Hours Paid</u>	
	<u>If Basic Rate Applies</u>	<u>If Premium Rate Applies</u>
1 to 15 inclusive	¼	¾
16 to 30 "	½	¾
31 to 45 "	¾	1¼
46 to 60 "	1	1½

- (b) When an employee works more than his or her full tour, and the minimum call out payment does not apply, he or she will be paid for the overtime as follows:

<u>Minutes Worked</u>	<u>Hours Paid</u>
1 to 5 inclusive	None
6 to 15 "	$\frac{3}{4}$
16 to 30 "	$\frac{3}{4}$
31 to 45 "	$1\frac{1}{4}$
46 to 60 "	$1\frac{1}{2}$
61 to 75 "	$1\frac{3}{4}$
76 to 90 "	$2\frac{1}{4}$
Etc.	Etc.

4.08 Evening and Night Differentials

4.081 (a) Afternoon/Evening, Split or Short Evening Tours

Group 1 employees who work after 6:30 P.M. during assigned afternoon/evening, split or short evening tours will be paid wage differentials according to the following schedule depending upon the ending time of the assigned tour for that day or the ending time of the actual work period, whichever first occurs:

	<u>The Payment Per Full or Part Tour Is:</u>
After 6:30 P.M. but not after 8 P.M.	1.00
After 8 P.M. but not after 10 P.M.	1.30
	<u>The Payment Per Hour is:</u>
After 10 P.M. but not after 3 A.M.	1.75

(In cases of paid part session absence, differential will be paid to the end of the session.)

(b) Night Tours

Group 1 employees, during assigned night tours, will be paid a wage differential in an amount of \$1.30 for each hour worked between 10:00 P.M. and 7:00 A.M.

4.082 Group 2 Employees during assigned evening or night tours will be paid a wage differential in an amount of

\$1.45 for each hour worked between 5 P.M. and 7:30 A.M., including the one-half hour paid meal period.

- 4.083 Wage differentials will not be paid for time not worked, except as provided for accidents occurring on duty.

4.09 *Occasional Employees*

Wage rates to be paid and any working conditions applying to the particular work for which the employee is engaged will be stated to the employee at the time of engagement.

5. POSTING WORK TIME

5.01 *General*

- 5.011 The work week shall start on Sunday and end on Saturday. For full time employees basic time will not be posted in other than full and part tours. The Union and the Company agree that the Company has the right to require employees to work overtime to meet the requirements of the business and the Company and the Union further agree that such overtime, whether consecutive or non-consecutive with a scheduled full or part tour, shall be posted on the assignment list as overtime.
- 5.012 The Company when requiring employees to work overtime to meet the requirements of the business where such overtime is non-consecutive with a full or part tour will make such overtime work not less than two and one-half hours unless the two and one-half hours is in excess of the maximum hours allowed by law, in which case Company will assign up to maximum permitted by law.
- 5.013 Where necessary to meet the requirements of the business the Company may require employees to work overtime consecutive with full or part tours up to the maximum hours prescribed by law. Interruptions due to a meal period will not make this overtime non-consecutive. Where consecutive time is interrupted due to meal period, Company agrees to give employee a minimum of one (1) hour's work after the meal period.

5.014 In general, work time assignment lists will be posted by the Company not later than noon Wednesday of the week prior to that for which they are effective. Where necessary, due to service requirements, a greater number of tours, and where part-timing is in effect a lesser number of tours, than constitute the basic work week may be assigned for any employee for any week. Except where part-timing is in effect, unless an emergency makes it necessary, no more than two part tours will be assigned for any employee during any calendar week, except for Part-Time Employees. The scheduling of two part tours will be kept at a minimum to the extent that service requirements permit. Before any employee is assigned to work more than five full tours or the equivalent, the additional work time shall, unless service requirements prevent, be assigned to other regular employees who are then assigned for less than a basic work week.

5.02 *Selection of Tours*

Employees in individual offices may select the method to be used in assigning tours (that is either by rotation, or on the basis of net credited service, or by date of appointment) to the extent that service requirements permit. It is recognized by both Union and Company that the requirements of the business make it necessary for some employees to be assigned to tours other than those they might select. For the purpose of this Section 5.02, net credited service for employees whose latest reengagement occurred on or after October 1, 1950, shall be considered as beginning at the date of last reengagement.

In the case of occasional employees reclassified as regular employees on or after June 6, 1956, service for the purpose of selecting tours shall measure from the date of reclassification.

5.03 *Part-Time Employees*

The basis of assigning work time for Part-Time Employees is to schedule them each month for the number of hours

needed to meet service requirements. Their time need not be assigned in full or part tours.

5.04 *Changes in Posted Work Time Assignment Lists*

5.041 While work time assignment lists will generally be posted prior to noon Wednesday of the preceding week, they may be changed in any way at any time after posting up to 7 A.M. of the Saturday preceding and may within the limitations specified in the following paragraph be changed after 7 A.M. of the preceding Saturday. Changes may be originated by Company or at the request of employees, if approved by Company. Changes by Company will be avoided insofar as service requirements permit; in the event of unavoidable changes, employees will be given as much advance notice as possible.

5.042 After 7 A.M. of the preceding Saturday, Company may make only the following changes:

- (a) Within the limits prescribed by law, Company may assign additional full or part tours.
- (b) The starting and ending time of any full or part tour may be changed at any time. Changes in lunch hours shall not be considered a change of schedule and may be made at any time.
- (c) Company may at its discretion make any changes requested by the employee affected.
- (d) The Company may cancel any tours beyond the basic work week at any time on two days' notice.
- (e) These provisions as to changing work time do not determine the employee's rate of compensation as provided in Section 4.

5.05 *Scheduled Excess*

The Company will attempt to accommodate Operator Services employee requests on particular occasions to work less hours in a day than included in the normally scheduled tour when-

ever "scheduled excess" exists. Such requests will be considered on an individual employee basis and the degree to which they may be granted is contingent upon force conditions and service requirements on the day and at the particular time concerned. The work time scheduled but not worked as a result of granting these employee requests will be without payment.

6. VACATION ALLOWANCES

6.01 Vacations with pay will be granted during each calendar year according to the following schedule:

- 6.011 No Vacation — If engaged or re-engaged on or after July 1st of the current calendar year.
- 6.012 One Week's Vacation — Upon completion of six months' service.
- 6.013 Two Week's Vacation — Upon completion of twelve month's service, provided that if terms of employment of 6 months and 12 months are both completed in the same calendar year, only two weeks will be granted, with the second week to be taken after completion of 12 months of net credited service. The first week may be taken any time after completion of 6 months of net credited service.

If an employee becomes eligible for one or two weeks of vacation on or after December 1, it may be taken in the following calendar year, providing it is completed prior to April 30, and prior to the taking of any of that year's vacation.

- 6.014 Three Weeks' Vacation — Beginning with and at any time within the year in which the employee completes 7 years' service.
- 6.015 Four Weeks' Vacation — Beginning with and at any time within the year in which the employee completes 15 years' service.
- 6.016 Five Weeks' Vacation — Beginning with the year in which the employee completes 25 years' service but only

if at least one week is taken during the month of January, February, March, April, November or December.

- 6.02 As used in this Section, except where otherwise specifically provided, "service" means Verizon net credited service.
- 6.03 Employees transferred to Company from an associate company or new employees taken over from other telephone companies at the time of either the purchase of the physical property of such other company or the consolidation or merger of such other company with this Company will, for vacation purposes, be given credit for their continuous service with such other company immediately prior to the purchase or merger. A vacation will be given such employees in the year of transfer according to the combined length of service of the employee in the other company and Company, less any vacation already received by the employee in the calendar year.
- 6.04 The Company will offer to all eligible employees their choice of available vacations. The desires of employees, in accordance with the length of their Verizon net credited service, shall govern the Company in assigning vacations except that the Company may impose any limitations which are necessary because of service requirements, and may make changes in vacations already assigned, if necessary, because of service requirements.

The Company, at its discretion, may offer to buy back scheduled vacation in weeks or days with the employee's voluntary concurrence. Payments for the buy-back of vacation shall not be considered time worked under this Agreement and shall not be used in the computation of overtime or any other payments or benefits calculated on the basis of wages or hours.

- 6.041 In Network Administration, the Manager responsible will consult with the appropriate Union Steward by November 15 of each year, concerning the various work groups of employees in the Manager's organization, to determine

whether such work groups should select vacations separately or in combinations of groups. In mutually discussing combinations, consideration shall be given to seniority problems, the qualifications of the individuals and the wishes of employees.

The final composition of work groups and the amount of vacation time available for selection each week in each group or combination of groups shall be determined by the Company.

- 6.042 It is understood that a vacation earned in a particular year may not begin on a day in the prior year. However, a vacation earned in a particular year may run over into the subsequent year in a calendar week that overlaps two years.
- 6.05 Employees who are eligible for one or more weeks of vacation in any calendar year may take up to **three** weeks of their current year's entitlement on a day-at-a-time basis. The selection of day-at-a-time vacation will be in accordance with the provisions of Subsections 32.032 and 32.043 of Section 32, Scheduling of Time Off, except that employees electing to take **three** weeks of vacation on a day-at-a-time basis must take the days comprising one such week during the months of January, February, March or April.
- 6.06 In the first week of each month, commencing in February, the Company will make additional vacation weeks available in the following months of the year for vacation changes based on vacated vacation weeks, reduced Traffic volumes, etc., subject to work requirements as determined by the Company. Employees may change unused vacation weeks remaining in the year to the additional weeks made available in accord with Subsection 6.04.
- 6.07 Employees who are eligible for two or more weeks of vacation in any calendar year may schedule up to two weeks of their current year's entitlement during the period January 1 through April 30 of the subsequent year, provided that an equal, or matching, number of vacation weeks taken from

the employee's entitlement for the subsequent year must be scheduled and the weeks taken no later than April 30 also. The selection of "carry-over" and "matching" weeks shall have precedence over all other vacation selections for the period of January 1 through April 30 of the subsequent year.

6.08 If a Holiday occurs during an employee's vacation, the employee will be excused with pay on a scheduled day of the normal work week in another week. This day may be taken at any time prior to April 30 of the succeeding calendar year, in accordance with the provisions of Subsections 32.032 and 32.043 of Section 32, Scheduling of Time Off.

6.09 When an employee is unable, due to absence, to take a previously scheduled vacation in any calendar year, she/he will be permitted to take the unexpended portion of her/his vacation up to a maximum of two weeks in the next calendar year, subject to the following limitations:

- (1) The absence must be due to reasons beyond the employee's control, such as personal illness, accident or jury duty.
- (2) As much of the unexpended vacation as possible must be rescheduled in the current calendar year, subject to the needs of the business.
- (3) The unexpended vacation must be scheduled with an equal, or matching, number of vacation weeks taken from the employee's entitlement for the subsequent year.
- (4) The unexpended vacation and any "matching" weeks must be completed by April 30 of the next calendar year.
- (5) No payment in lieu of vacation will be made under any circumstances.

6.10 *Vacation Payments*

6.101 Employees will be paid their basic weekly wage rates, excluding evening and night differentials, for the vacation period on the pay day just before the beginning of vacation.

6.102 Vacation payments for Part-Time employees will be based on the employee's "part-time equivalent work week" in accordance with the provisions of Subsection 26.03.

6.11 *Special Conditions Affecting Vacation Allowances*

6.111 Treatment for employees granted Military Leaves of Absence is covered in a separate agreement.

6.112 Under other conditions the following shall apply:

- (a) Employees drawn to serve on a jury during their scheduled vacations will be permitted to reschedule their vacation.
- (b) An employee discharged or about to be discharged for cause from the service of the Company will not be given a vacation.
- (c) Employees who retire for any reason other than total physical disability will be given the full vacation to which they are entitled by their years of service, provided there is sufficient time in the calendar year for such vacation prior to the employees' retirement date. If there is not sufficient time, employees will be given a cash allowance in lieu of unused vacation.
- (d) In cases of termination of service due to resignation or layoff (including layoffs resulting from a cut-over), employees will be given a cash allowance in lieu of any unused vacation to which they are entitled by their years of service. In the case of interruption of service for leave of absence or resumption of service from leave of absence (other than those leaves referred to in 6.111), employees will be given unused vacation in that calendar year, to which they are entitled by their years of service, but no cash allowance in lieu of vacation will be given.

7. HOLIDAYS

7.01 *General*

7.011 The following will be observed by Group 1 and 2 - other than NAC employees - as Holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	2 Floating Holidays
Independence Day	

7.012 The following will be observed by Group 2 NAC employees as Holidays:

New Year's Day	Labor Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

7.013 When any of the above Holidays falls on Sunday, the following Monday will be observed as the Holiday.

7.014 For Group 2 Employees only, when any of the above Holidays falls on a Saturday, the Friday immediately preceding will be observed as the Holiday.

7.02 All Full-Time Employees will be assigned to work a full tour and Part-Time Employees assigned to work as required on all Holidays.

7.03 To the extent that service requirements permit employees will be excused from work on the Holiday.

7.04 Each Full-Time Employee, whether or not excused from duty on the Holiday, will receive a Holiday allowance equal to the employee's basic daily wage rate.

7.05 The Holiday allowance for Part-Time employees will be based on the Part-Time employee's "part-time equivalent work week" in accordance with the provisions of Subsection 26.03.

7.06 Holiday allowances may be withheld where, in the opinion of the third tier supervisor or other third tier supervisor directly involved, the conditions in individual cases, or the facts relating to any absence of the employee on the Holiday, or the scheduled day immediately preceding or following the Holiday warrant such action.

7.07 In addition to the Holiday allowance, time actually worked on the Holiday by an employee will be paid at one and one-half times the basic hourly wage rate to the extent that such time worked does not exceed the number of hours comprising a full tour. Time worked in excess of such hours on the Holiday will be paid at two and one-half times the employee's basic hourly wage rate.

7.08 Employees hired before October 1 in any calendar year shall be eligible for two Floating Holidays in that calendar year.

Employees eligible for Floating Holidays shall select these days in accordance with the procedures outlined in Subsections 32.032 and 32.043 of Section 32, Scheduling of Time Off.

Floating Holidays, once granted, will not normally be subject to change. However, at the employees' request and subject to the requirements of the business as determined by management, employees may change a scheduled Floating Holiday.

8. LAYOFFS AND PART-TIMING MADE NECESSARY BY FORCE SURPLUS

8.01 As used in this Section:

8.011 "Service" means net credited service. In addition, in the case of an employee taken over from another telephone company at the time of either the purchase of the physical property of such other company by the Company or the consolidation or merger of such other company with the Company, it includes continuous service with such other company immediately prior to service with the Company where service in the other company has not already been

included in determining the employee's Verizon net credited service.

8.012 An "exchange" means one of the locations listed in Exhibit A attached hereto.

8.013 An "occupation" means one of the occupations listed in Section 1.01.

8.014 "Force Surplus" means a surplus of employees over and above the number determined by the Company to be necessary, brought about by causes such as a change by the Company in the methods and procedures followed in furnishing telephone service or the type of equipment used, or brought about by a reduction in the demand for telephone service or the sale of any of the Company's telephone facilities to another telephone company.

8.015 A "service group" consists of all employees in any one occupation in an exchange whose service as defined in Section 8.011 began in a particular calendar year.

Service groups will be designated by numbers, number 1 consisting of employees whose service began in the current year, number 2 consisting of those whose service began in the preceding calendar year, etc. All Group 1 Employees in an exchange will be considered as being in a single occupation for the purpose of this Section.

8.02 The Company will determine the extent of the force surplus and the amount by which the force is to be reduced.

8.03 The Company, without giving notice to the Union may:

8.031 Layoff Occasional and Temporary Employees, without regard to their service.

8.032 Layoff employees engaged for a definite period of time, or for the duration of a specific project, without regard to their service.

8.033 Part-Time Regular Full-Time Employees with less than

two years' service not more than two full tours per week or the equivalent.

- 8.034 The Company, after giving notice to the President of the Union, may make incidental layoffs of individual employees in Service Groups 1 through 9 in an occupation in an exchange which may be necessary because of the normal fluctuation of the business or because of minor readjustments of force when a general layoff is not anticipated.
- 8.04 Before laying off or part-timing employees as a result of a force surplus the Company, except as provided in Section 8.03, will give the President of the Union thirty days' notice of the Company's intention to institute a program for the reduction of the force surplus.
- 8.05 Upon the receipt of notice as provided in Section 8.04, the President of the Union, or another individual designated by the President, and the Company will consult as to whether one or more occupations or exchanges or a combination of occupations or exchanges should be grouped for determining the order of layoffs and part timing of Regular Full-Time Employees and consideration also shall be given as to whether the force surplus should be reduced by layoffs, or part-timing of Regular Full-Time Employees, or a combination of both.
- 8.06 In the event that no agreement is reached under Section 8.05 the Company will determine whether one or more occupations or exchanges or a combination of occupations or exchanges will be affected and, to the extent necessary, will first lay off Occasional and Temporary Employees and will then part-time, not more than two full tours per week or the equivalent, Regular Full-Time Employees having less than two years' service. If there is still a force surplus the Company will determine whether the surplus should be reduced by layoffs, or part-timing, or a combination of both. In making this decision the Company will give consideration to the suggestions of the Union before arriving at its final decision.

8.07 When employees are to be laid off in any exchange in any occupation as the result of a force surplus they will, in the absence of an agreement under Section 8.05, be laid off to the extent necessary in the following order:

- (a) Occasional and Temporary Employees.
- (b) Employees engaged for a definite period of time, or for the duration of a specific project, without regard to their service.
- (c) Service Groups 1 and 2, all employees in these groups being considered as having the same service.
- (d) Remaining employees in the affected occupation in the exchange in inverse order of seniority. The Company may retain, without regard to seniority, up to 5% of the number of employees in each of the Service Groups

8.071 The President of the Union will be notified in writing, of the names of the employees retained under the retention provision of this Section.

8.08 Each Regular Employee laid off as a result of force surplus, other than employees who are offered and refuse employment in the **Verizon Services Corp.** in a related or reasonably equivalent occupation and within reasonable commuting distance of their then place of employment and other than employees accepting employment as provided in Section 8.083. will be paid a layoff allowance in accordance with the following:

- (a) An employee with five years of service or less will be paid one week's pay for each year of service.
- (b) An employee with more than five, but not more than ten years' service will be paid one week's pay for each of the first five years and two weeks' pay for each year thereafter.
- (c) An employee with more than ten but not more than fifteen years' service will be paid one week's pay for each

of the first five years, two weeks' pay for each of the next five years, and three weeks' pay for each year thereafter.

- (d) An employee with more than fifteen years of service will be paid one week's pay for each of the first five years, two weeks' pay for each of the next five years, three weeks' pay for each of the next five years, and four weeks' pay for each year thereafter.

8.081 In addition to the above, each employee will be paid for any vacation to which the employee may be entitled. In computing years of service, a fraction amounting to less than six months will be disregarded, and a fraction amounting to six months or more will be considered a full year. For this purpose, a week's pay for a Regular Full-Time Employee will be at the employee's basic weekly wage rate, even though part-timing is currently in effect. A week's pay for a Regular Part-Time Employee will be based on the employee's "part-time equivalent work week" in accordance with the provisions of Subsection 26.03.

8.082 If an employee who has received layoff allowance is re-hired and the number of weeks since the date of the lay-off is less than the number of weeks of allowance paid, less any vacation due, the amount paid to the employee for the excess weeks shall be refunded to the Company. If an employee who has been laid off and given a layoff allowance is subsequently re-employed and again laid off, the layoff allowance in the case of the second layoff, or any subsequent layoff, will be based upon the length of service since the date of last re-employment, plus any portion of the prior layoff allowance which has been refunded to the Company.

8.083 Before laying off employees as a result of force surplus the Company will offer employment to the employees in related or reasonably equivalent occupations within the Company to the extent such jobs are available and the employ-

ees are qualified to perform the jobs. The Company will also make a reasonable endeavor to obtain employment in related or reasonably equivalent occupations with other telephone companies. In the event that employment within the Company is offered and the distance between the new location and the former home exceeds the distance between the former location and the former home by 35 road miles or more, the employee will be entitled to receive moving expenses as set forth in Section 8.084 provided the employee relocates within 6 months of the date of transfer. Road miles are determined by the shortest of the more commonly traveled routes between the locations involved. If employment is offered at a location of lesser distance than above, the transferred employee will not be entitled to moving expenses but will be reimbursed for a period not in excess of one month for all expenditures in excess of normal for lodging and transportation, and meal expenses will be reimbursed in accordance with Subsection 4.044. If the employee is transferred to another job within the Company after having been offered and having accepted such job pursuant to this Section, or accepts employment with a telephone company with which arrangements for employment have been made by the Company, no layoff allowance will be paid.

If, on the other hand, the employee does not accept such other employment, the Company will pay a layoff allowance in accordance with the provisions of Section 8.08, provided that no layoff allowance will be paid to employees who are offered and refuse employment in the **Verizon Services Corp.** in a related or reasonably equivalent occupation and within 35 miles of their then place of employment. If an employee who has received a layoff allowance is subsequently engaged by a telephone company with which employment at the time of layoff was offered and refused and the number of weeks since the date of layoff is less than the number of weeks of al-

lowance paid, less any vacation due, the amount paid to the employee for the excess weeks shall be refunded to the Company at the rate of ten percent per week of the employee's basic weekly wage rate. It is understood that the Union is not obligated to pay the Company any amounts the Company asserts are due to it from an employee pursuant to this clause.

- 8.084 An employee entitled to moving expenses under Section 8.083 will be reimbursed for the following expenses to the extent they are reasonably incurred:
- (a) The actual expense of moving the personal belongings of an employee and dependents in his or her immediate family, including insurance of household furniture.
 - (b) *The actual transportation expenses for an employee and dependents in his or her immediate family.*
 - (c) Lodging and transportation expenses actually incurred by the employee and meal expense as covered in Section 4.044, until the employee's new residence is established, for a period not in excess of six weeks from the date of transfer. *If warranted by unusual circumstances, the Company may authorize the reimbursement of such expenses for a period in excess of six weeks.*
 - (d) Lodging and transportation expenses actually incurred, and meal expense as covered in Section 4.044, for one other member of the employee's immediate family, while looking for a residence in the new community, up to a maximum of three trips or six days.
 - (e) Lodging expenses actually incurred and meal expense as covered in Section 4.044, for the employee and dependents in the employee's immediate family from the date of moving until delivery of household goods and connection of utilities, not to exceed three days.

- (f) The actual cost of connecting basic utilities (telephone, electricity, gas and water) at the new location and, when authorized by the Company, the cost of disconnecting normal household appliances (such as gas refrigerators, automatic washers, etc.) at the old location and of reconnecting at the new location.
- (g) The actual Realtor's commission paid for the sale of employee's former residence up to seven percent of the purchase price.

8.09 Before offering employment in this bargaining unit to new employees in an occupation in an exchange, except new employees taken over from other telephone companies at the time of either the purchase of the physical property of such other company or the consolidation or merger of such other company with this Company, the Company, unless service requirements forbid, will offer employment to former Regular Employees in such occupation who have been laid off in such exchange in seniority order provided those employees have not been laid off more than two years. This offer will be made in writing and mailed directly to the last known addresses of such employees and copies thereof furnished to the Union.

8.091 Former employees need only be employed:

- (a) If they can meet the requirements of the available job, and
- (b) If they respond within five days and are available for duty within fourteen days from the date they are offered employment.

In the event of an emergency, employment may be given for the duration of the emergency to any applicant who can meet the requirements of the available job.

8.092 If the employees have been laid off on the basis of an organizational unit other than a single occupation and exchange as provided in 8.05, then the organizational unit

used in determining the order of layoffs shall also be used in offering reemployment to the employees so laid off.

- 8.093 It is the responsibility of former employees to keep the Company advised of their correct addresses. When the Company has once offered re-employment to a former employee under the provisions of Section 8.09, and the offer is not accepted within the time specified, the Company is not obligated to make any further offers to the employee.

9. PAY ALLOWANCES FOR ABSENT TIME

9.01 *General*

- 9.011 Employees will be paid as follows for absent time at their basic wage rates. Where used in this Section, the term "assigned tours" means assigned tours which, if worked, would have been part of the basic work week. In holiday weeks, if the employee is excused on the Holiday, such tour will not be considered as "assigned tour" for the purpose of this Section. Payment for absent time unless otherwise provided herein, will not include evening or night differentials.

9.02 *Attendance at Joint Conference of Union and Company*

Union Stewards who are conferring with Company representatives will be paid for such of their absent time in joint conferences as comes within their "assigned tours" and for travel time as authorized in Section 10.06. Such Stewards scheduled for evening or night tours will be rescheduled for day tours in order to permit them to attend joint conferences with representatives of Company, but in such cases the time spent in joint conference will be paid at basic wage rates for day tours. An employee other than a Union Steward, who attends a joint conference because of his or her particular knowledge or interest in a matter before the joint conference, will be paid to the same extent as provided for Union Stewards. Short interruptions during a joint conference for recess-

es or to permit either group of representatives to confer by themselves will be considered as part of the conference.

A Union Steward attending disciplinary meetings or investigatory interviews as outlined in Section 24 will be paid by the Company only for such of the Steward's absent time during "assigned tours" as are actually spent in those meetings.

9.03 *Accidents Occurring While on Duty*

Employees will be paid in full for any time lost on the day on which an accident occurs, including extra payments such as evening or night differentials and Sunday or Holiday payments that would have been earned.

9.04 *While Serving as Jurors*

Employees absent during their "assigned tours" will be paid their basic pay for such absent time. Employees on evening or night tours will be rescheduled for day tours.

9.05 *When Required to Appear in Court or Before A Grand Jury As Witnesses*

Employees absent during "assigned tours" will be paid their basic pay for such absent time. Payments provided in this Subsection 9.05 will not apply when employees appear in court or before a grand jury in any capacity other than witness.

9.06 *When Serving As a Judge, Inspector or Clerk of Election*

Upon reasonable notice, employees will be excused during their "assigned tour" on election days and, when excused, will be paid their basic pay. Employees normally assigned to evening tours or night tours will be reassigned to day tours if they request.

9.07 *Quarantine*

In case of unavoidable quarantine which the Medical Department has approved, the employee will be paid as if the absence were due to his or her own illness.

9.08 *Death in Family*

9.081 When a death occurs in an employee's immediate family as delineated below, the employee may elect to be absent, with pay, for up to the maximum number of tours specified for the relationship concerned, if such absent time comes within the employee's "assigned tours" and occurs on or before the day of the funeral.

9.082 Immediate family shall be limited to the following relationships of the employee:

- Parent 3 tours
- Stepparent**
- Spouse
- Sister
- Stepsister**
- Brother
- Stepbrother**
- Child
- Stepchild**
- Grandchild
- Father-in-law
- Mother-in-law
- Grandfather
- Grandmother
- Person living in the
same household as employee
- Domestic Partner**

- Aunt 1 tour
- Uncle
- Niece
- Nephew
- Brother-in-law
- Sister-in-law

9.083 An employee may request additional time off beyond that specified in 9.082 for the relationship concerned. To the

extent consistent with the needs of the business as determined by the Company, the Company may grant additional time, to be taken as vacation day(s), floating holiday(s), excused work day(s), or time off without pay.

9.09 *Sickness*

Payments will be made for absent time during the first seven consecutive calendar days of absence on the following basis, provided that the third-tier supervisor directly involved may withhold any absent time payment where he/she determines that the circumstances in individual cases warrant such action:

- (a) Employees excused from duty for part of a session within "assigned tours" will be paid for a full session.
- (b) Employees under one year's service — No payment will be made regardless of the length of the absence, except when specifically authorized by the third tier supervisor.
- (c) Employees with one years' service but less than two years' service, will be paid for the first two full "assigned tours" or the equivalent in full or part tours only when specifically approved. Such employees absent consecutively for two full "assigned tours" or the equivalent in full or part tours will be paid for any further "assigned tours" falling within the first seven consecutive calendar days of absence.
- (d) Employees with two years' service, but less than five years' service, will be paid for the first full "assigned tour" or the equivalent in part tours only when specifically approved. Such employees absent consecutively for more than a full "assigned tour" or the equivalent in part tours will be paid for any further "assigned tours" falling within the first seven consecutive calendar days of absence.
- (e) Employees with five or more years' service will be paid for such of their "assigned tours" as fall within the first seven consecutive calendar days of absence.

9.10 *Less Than Regular Full-Time Assignment Worked on Recommendation of the Medical Department*

Employees working less than a full tour on recommendation of the Medical Department will be paid as follows for time not worked in "assigned tours:"

- (a) During the "Full Pay" period — For a full tour.
- (b) During the "Half Pay" period — For the hours on duty at their basic hourly wage rate, but in no case for less than a half tour.
- (c) No payment will be made for absent time outside the "Full Pay" and "Half Pay" periods.

9.11 *Holidays*

If a Holiday occurs during an absence of seven consecutive calendar days or less, employees will be paid for the Holiday even though no payment is made for the balance of the absence.

The third tier supervisor directly involved may withhold such payments where he determines that the circumstances in individual cases warrant such action.

If an absence for reasons other than those provided in this Section 9 extends beyond seven consecutive calendar days, no payment will be made for any part of the entire absence unless approved by the third tier supervisor directly involved.

9.12 *Excused To Visit Medical Department Or Local Consultant*

9.121 Employees visiting the Medical Department or Local Consultant at the direction of the Company will be paid for such excused time as comes within their "assigned tours."

9.122 If an employee in an active work status visits the Medical Department or Local Consultant at the direction of the Company and is expected to and returns home the same night, the employee will be paid as provided in Subsec-

tion 4.012 for time required in addition to that normally included in an assigned tour.

9.123 Travel time beyond that included within the limits of a full tour shall be reduced by the employee's normal travel time.

9.124 An employee may be re-scheduled to assigned tours on days affected, different from the ones originally scheduled so that the changed tours may better fit the time of the appointment and transportation schedules. When assigned tours are so re-scheduled, premium payment for non-coinciding hours will not apply.

9.125 Visits to the Medical Department at the employees' request will be made on the employees' own time and at their expense.

9.13 *Time Off To Vote in National, State or Local Elections*

Employees who are unable to vote outside their "assigned tours" may be allowed time off with pay for the purpose of voting and, in such cases, they will be paid for such of their absent time as comes within their "assigned tours."

9.14 *Part Session Absence*

Employees may, upon approval for reasons not covered above, be excused for part of a session and paid for a full session.

9.15 *Pre-Admission Medical Tests*

Employees directed by their physicians to visit a hospital or other medical facility on an out-patient basis, in order to have a pre-admission medical test(s) (in connection with either in-patient or out-patient surgery) administered in lieu of similar services rendered on an in-patient basis, will be excused and will be paid for the necessary absent time on the same basis as for Sickness absence as set forth in Section 9.09. A copy of the physician's written directive for such tests must be presented to the employee's supervisor prior to the day of the tests. Such time off will not be counted under the absence or attendance control program.

9.16 *Absence Due to Other Reasons*

Absence will be paid only when specifically approved by the third tier supervisor.

9.17 *Attendance at Union Orientation Meeting*

The Union will have the opportunity to meet with employees newly entering the bargaining unit for the purpose of furnishing them with information about the Union. Subject to the needs of the business, the Company will excuse such employee(s) for a Union orientation meeting as soon as practicable after their entry into the bargaining unit. The Union orientation time shall be limited to thirty (30) minutes and, if the Union orientation occurs during the assigned tour of the steward and/or employee(s), it will be paid as time worked for the steward and/or employee(s).

The Company will introduce employees transferring into the work group to the local job steward assigned to that area.

9.18 *Part-Time Employees*

Part-Time employees will be paid for absent time in accordance with the provisions of Subsection 26.03.

9.19 *Occasional Employees*

Occasional employees will be compensated for absent time due to an accident occurring while on duty in the same manner as other employees.

10. GRIEVANCES

10.01 Any complaint or dispute arising between any employee and the Company shall be presented by the employee or by a representative of the Union to the employee's immediate management supervisor in an effort to reach a mutually acceptable adjustment.

10.02 *The First Step Grievance Meeting*

1. If the parties are unable to resolve the dispute informally, the grievance shall be presented by a representative of

the Union to the employee's immediate management supervisor or his/her designated representative within 30 days from the time the employee has knowledge of the act which is the basis of the disagreement.

2. The Company representative who hears the grievance shall answer the grievance within three working days after it is heard. This period may be extended for a particular grievance by the parties' mutual agreement.
3. Any settlement or adjustment of any grievance during this first step grievance meeting will be without precedent or prejudice to the parties' respective positions. Such settlements or adjustments shall not be used in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.

10.03 The Appeal Meeting

1. If the grievance has not been satisfactorily resolved at the first step and it involves the issue of discipline without proper cause, other than discharge, the Union will present the grievance to the employee's third-tier supervisor or his/her designated representative within ten days from the date it receives the Company's answer at the first step.
2. If the grievance involves a discharge, contractual interpretation, or other matter not addressed in paragraph 1 above, the Union will present the grievance to Labor Relations Staff within ten days from the date it receives the Company's answer at the first step.
3. The grievance shall be heard at the mutual convenience of the parties, but in any event within four weeks from the date the grievance is placed on the agenda of the third-tier supervisor (or his/her designated representative) or Labor Relations Staff.
4. At the time the grievance is placed on the agenda of the third-tier supervisor (or his/her designated representa-

tive) or Labor Relations Staff, the Union shall furnish a written statement of the grievance to the Company representative hearing the grievance. The written statement shall contain all pertinent information including what is being grieved, the circumstances giving rise to the grievance, the place(s), time(s), date(s), and name(s) of the employee(s) involved and the section(s) of the Agreement alleged to be violated.

(a) The Company's answer shall be given within eight working days after the grievance is heard.

(b) The Appeal Meeting shall be the last step prior to arbitration for all grievances.

- 10.04 The Company may initiate grievances with the appropriate Union Officer. When the Company initiates a grievance, the same time limits will apply.
- 10.05 Grievances and controversies shall be settled only in accordance with the procedures set forth herein. In a particular case, the parties may agree to eliminate any steps in the procedure or change any time limits in this Section. The Company reserves the right to notify the Union that the time limits have expired for certain grievances or controversies. Upon request of either party, settlements of grievances at the Labor Relations level shall be reduced to writing. It is further agreed that joint statements shall be distributed by the Company to its supervisors and by the Union to its Stewards.
- 10.06 Employees, including any Union Steward or Officer, shall be paid for such of their absent time that comes within their "assigned tours" for total travel time actually consumed for joint conferences not to exceed two hours.
- 10.07 All days referred to in this Section are calendar days.
- 10.08 Nothing contained in this Section shall be construed to restrict in any way the right of individual employees to settle grievances directly with the Company. The Company agrees, however, that after a grievance arising under any provision of this

Agreement has been referred to a Union Steward or Officer and such Steward or Officer has dealt with a Company representative with respect thereto, no Company representative will adjust the grievance with the employee or employees involved unless a Union Steward or Officer is given an opportunity to be present at the adjustment.

11. ARBITRATION OF QUESTIONS INVOLVING INTERPRETATION OR PERFORMANCE

- 11.01 If at any time a controversy arises between the Union and the Company regarding the true intent and meaning of any provision of this Agreement or regarding a claim that either party hereto has not fulfilled its obligations hereunder, either party, by written notice specifying the section of the Agreement alleged to be violated, may submit the controversy or claim to arbitration provided that the controversy or claim has been reviewed in accordance with Section 10. The written notice shall not raise new claims or rely on sections of the Agreement which were not raised or relied upon in the written statement required by Section 10.03.

The party submitting the controversy or claim to arbitration shall notify the other thereof in writing no later than thirty (30) calendar days from the Company's or Union's final answer. All steps must be taken within the time specified herein, unless an extension in the time is mutually agreed upon.

- 11.02 The Board of Arbitration shall consist of three members: a member of the Union, designated by the Union; an employee of the Company, designated by the Company; and an impartial chairman. Within five days after the service of a written demand for arbitration by either party upon the other, each party shall appoint the arbitrator to act on its behalf and shall give the other party written notice of the name and address of the arbitrator so appointed. If either Union or Company fails to appoint an arbitrator within the time stated, the vacancy resulting by reason of such failure shall, upon the written request of the other party be filled by an

impartial individual (who shall not be an officer, director or employee of Company or of any company in the **Verizon Services Corp.**, or a member, official, employee, representative or attorney of Union), appointed by the American Arbitration Association. The arbitrators selected in accordance with the above provisions shall choose a third arbitrator, who shall act as Chairman, and who shall not be an officer, director or employee of the Company or of any company in the **Verizon Services Corp.**, or a member, official, employee, representative or attorney of Union. In the event the arbitrators are not able to agree within ten days upon the choice of a third arbitrator, either party shall have the right to request the American Arbitration Association to appoint a third arbitrator to act as Chairman.

- 11.03 Upon the appointment of the chairman, the Board of Arbitration shall be constituted. Within ten days following the constitution of the Board of Arbitration, hearings shall be started and carried to a conclusion as expeditiously as possible. The arbitration shall be conducted under the Labor Arbitration Rules then obtaining of the American Arbitration Association as to any procedural matter not specifically covered by this Agreement. In the absence of unanimous agreement by the other members of the Board of Arbitration with respect to the closing of the proceeding, the impartial chairman may declare the proceeding closed. Within ten days following the closing of the proceeding the Board of Arbitration shall render its decision in writing. In making an award the Arbitration Board may not add to, subtract from, modify or disregard any contract provision, but this in no way shall detract from the right of the Arbitration Board to determine the meaning and application of any contract term in which the parties hereto are in dispute as to such meaning and application. The members of the Board representing the Union and the Company shall be non-voting members. The decision of the Impartial Chairman shall be final and binding upon the parties. Union and its members and Company agree

to abide by the decision, which shall be enforceable by appropriate action or proceeding, if necessary, in court of law or equity.

11.04 Awards shall be retroactive to the extent provided in Section 20 of this Agreement.

11.05 Each of the parties hereto shall bear the compensation and expenses of the member appointed by it or on its behalf. The compensation and expenses of the impartial chairman and of the American Arbitration Association and any other expenses of the Board of Arbitration shall be borne equally by Union and Company.

11.06 *Expedited Arbitration*

11.061 In lieu of the procedures specified in Sections 11.02 through 11.05 of this Agreement, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Section 12 of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Sections 11.02 through 11.05 shall be followed.

11.062 As soon as possible after this Agreement becomes final and binding, a panel of three umpires shall be selected by the parties. Each umpire shall serve until the termination of this

Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by a joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

11.063 The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
- (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- (d) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.

- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the final step of the grievance procedure. The Company and Union further agree that neither party will cite or use in any arbitration matter an umpire's settlement in an expedited arbitration proceeding between any Company and any Union.
- (f) The time limits in (a) and (d) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for backpay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (j) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

12. DEMOTIONS FOR MISCONDUCT, DISCHARGES AND SUSPENSIONS

- 12.01 The Company will not demote for misconduct, discharge or suspend an employee without proper cause. Any question as to whether an employee has been demoted for misconduct, discharged or suspended without proper cause shall be reviewed in accordance with 12.02 or 12.03 of this Section, whichever is applicable.
- 12.02 In the event the Union, within 30 calendar days from the date of demotion for misconduct, discharge or suspension of an employee with less than nine (9) months of continuous service, charges that such an employee has been demoted for misconduct, discharged or suspended without proper cause, the complaint shall be reviewed in accordance with the provisions of Section 10, Grievances, but is not arbitrable.
- 12.03 In the event the Union, within 30 calendar days from the date of a demotion for misconduct, discharge or suspension of an employee with nine months of continuous service or more, charges that such employee has been demoted for misconduct, discharged or suspended without proper cause, the complaints shall be reviewed in accordance with the provisions of Section 10, Grievances. If the matter is not satisfactorily disposed of under the grievance procedure it may be carried to arbitration in accordance with the procedures set forth in Section 11, Arbitration of Questions Involving Interpretation or Performance,

13. NO DISCRIMINATION

- 13.01 The Company will not discriminate against, coerce, or intimidate any employee because of membership in or lawful activity on behalf of Union and Union will not discriminate against, coerce or intimidate any employee to join Union, nor will Union discriminate against, coerce or intimidate any employee with respect to his or her right to work.

- 13.02 Neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the employee is disabled, a disabled veteran or a veteran of the Vietnam era.

14. JOB DESCRIPTIONS

- 14.01 The Company will furnish the Union brief job descriptions of occupational title classifications covered by this Agreement and also any modifications in such descriptions that the Company may make from time to time. These descriptions shall not be considered all-inclusive and shall not be used to limit or control job assignments.

15. INCOME SECURITY PLAN - ENHANCED INCOME SECURITY PLAN

- 15.01 If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate lay-offs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees who have at least one (1) year of net credited service may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Security Plan (ISP) and if applicable, during the term of this agreement, Enhanced Income Security Plan (Enhanced ISP) benefits described in this Section, subject to the following conditions:
- (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are consid-

ered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Section. Effective until August 6, 2000, the Company will offer Enhanced ISP in the circumstances described in Subsection 15.02 (a)(2) of this Section and may also offer Enhanced ISP in other circumstances if they choose to do so. The Company may limit acceptances to the number of surplus and this Enhanced ISP offer would be in lieu of obligations, if any, the Company may have to offer regular ISP. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.

- (b) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- (c) An employee's election to leave the service of the Company and receive ISP or Enhanced ISP payments must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) calendar day period.

15.02 *ISP and Enhanced ISP Termination Allowance*

(a) (1) ISP

For an employee who so elects in accordance with this Section, the Company will pay an ISP Termination Allowance of **One Thousand One Hundred Dollars (\$1,100.00)**, less withholding taxes, for each completed year of net credited service up to and including thirty (30) years, for a maximum of **Thirty Three Thousand Dollars (\$33,000.00)** prior to withholding taxes.

(2) Enhanced ISP

Prior to proceeding to a layoff resulting from a surplus in any particular title, location, and work group.

the Company will offer an Enhanced ISP Termination Allowance equal to two (2) times the normal ISP Termination Allowance (e.g., up to a maximum of \$66,000) in the surplus title and location.

- (b) If the total amount of the ISP or Enhanced ISP Termination Allowance prior to deductions for taxes does not exceed Ten Thousand Dollars (\$10,000.00), that allowance shall be paid in a single lump sum within thirty (30) calendar days after the employee has left the service of the Company.
- (c) Except when (b) above applies, an employee may select one of the following irrevocable payment options:
 - (i) Forty-eight (48) monthly payments beginning the month following the month in which the employee leaves the service of the Company. Employees who elect this option and are within forty-eight (48) months of their sixty-seventh (67th) birthday will be paid their monthly payments over the months remaining up to their sixty-seventh (67th) birthday.
 - (ii) Half of the ISP or Enhanced ISP Termination Allowance prior to deductions for taxes, in a lump sum, with the remaining half paid in forty-eight (48) monthly payments as described in (i) above. Such lump sum payments shall be paid within thirty (30) calendar days after the employee has left the service of the Company.

15.03 In addition to the ISP or Enhanced ISP Termination Allowance, for an employee who so elects to leave the service of the Company in accordance with Subsection 15.01 above, the Company, as an ISP or Enhanced ISP Expense Allowance, will reimburse the employee for actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net

credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

15.04 The years of net credited service in determining the ISP or Enhanced ISP Termination Allowance and the ISP or Enhanced ISP Expense Allowance shall be prorated for any period of time during which an employee is (was) employed on a part-time basis in the same manner as net credited service is prorated based on part-time hours pursuant to the **Verizon** Pension Plan.

15.05 *Repayment of ISP or Enhanced ISP Termination Allowance*

If the recipient of an ISP or Enhanced ISP Termination Allowance is reemployed within forty-eight (48) months by the Company or by an affiliate or subsidiary company within the **Verizon Services Corp.**, ISP or Enhanced ISP termination allowance payments will cease. If the termination allowance was being paid in forty-eight (48) monthly payments (with no lump sum), no repayment is required. If the employee received a lump sum, or a partial lump sum and monthly payments, the employee will repay the excess over what he or she would have received if payments had been made under the forty-eight (48) monthly payment schedule. Such repayment will be made through payroll deduction in each payroll period at the rate of ten percent (10%) of the employee's basic weekly wage.

16. UNION BUSINESS

16.01 No employee will discuss Union business or engage in any other Union activities during time worked by such employee and paid for by Company.

17. STRIKES AND LOCKOUTS

- 17.01 The parties hereto agree there will be no strikes, slow-downs, sit-downs, picketing or lockouts by the parties hereto, nor will the Union conduct meetings for the purpose of interfering with the operations of the business.
- 17.02 In the event of a violation of Section 17.01, the Union agrees that its officers will take prompt public affirmative action to terminate the violation of such Section. If such action is taken the Union shall not be held financially liable for the violation.

18. PENSIONS AND BENEFITS

- 18.01 During the life of this Agreement the Company will not:
- 18.011 Make any change in the "Verizon Pension Plan" or the "Verizon Sickness and Accident Disability Benefit Plan", which would reduce or diminish the benefits or privileges provided by the Plans for employees within the bargaining unit without the agreement of the Union.
- 18.012 Make any change in the Plan which would increase or enlarge the benefits or privileges provided by the Plan for employees within the bargaining unit without notice to the Union and an offer to bargain during the thirty days following such notice.
- 18.02 A claim that this Section has been violated may be submitted to arbitration under Section 11 of this Agreement. A claim of an employee within the bargaining unit that he or she has been deprived of any benefits or privileges to which he or she is entitled under the Plan may be processed as a grievance under the provisions of Section 10 of this Agreement. However, nothing in this Agreement shall be construed to subject the provisions of the Plan or its administration or the terms of a proposed change to arbitration.

19. ABSENCE FOR UNION BUSINESS

- 19.01 Executive Officers, Executive Board Members and Stewards of the Union, or members acting in their place, will be

excused without pay or given leave of absence, to the extent that service requirements permit, as determined by the Company, to attend solely to the business of the Union, in accordance with the following provisions:

- 19.02 Union officials other than full-time Union officials will each be excused during each year the Agreement is in effect as follows:

		Cumulative Excused
19.021	<u>Title</u>	<u>Scheduled Time</u>
	Executive Officer	150 days
	Executive Board Member . . .	90 days
	Steward	60 days

- 19.022 If a Union official replaces another Union official, the replacement will receive the full amount of excused time specified above, irrespective of the excused time previously used by his/her predecessor.
- 19.023 Requests for excused absence shall be made to the employee's immediate supervisor five full days, exclusive of Sunday, prior to the beginning of the absence.
- 19.024 A single period of excused absence shall not exceed thirty consecutive calendar days.
- 19.025 No change in an employee's basic wage rate shall be made during a period of excused time.
- 19.03 A leave of absence will be required:
- (a) For Union officials who are on full-time Union business.
 - (b) If excused time exceeds or is expected to exceed thirty consecutive calendar days.
 - (c) If, during any Agreement period, the total excused time exceeds the time specified in Section 19.02.
- 19.031 Leave of absence shall include any period of Excused Scheduled Time taken under 19.021 in the agreement year in which the leave of absence is granted.

- 19.032 When possible, requests for leaves of absence shall be made to the employee's immediate supervisor at least eight days exclusive of Sunday, prior to the beginning of the leave.
- 19.033 The total number of employees on full-time leave of absence for Union business shall not exceed five at any one time.
- 19.034 Leaves of absence will be granted during the life of the Agreement. During any such leave of absence, the employee shall be entitled to Death Benefits.
- During any period of leave of absence as required by Sub-section 19.03, the employee shall pay the premiums for the Supplementary Group Life Insurance Program and Dependent Group Insurance Plan. **The Company shall pay the premiums for the Dental Expense Plan, Vision Care Plan, Basic Group Life Insurance Plan, and will pay the same amount towards the employee's (single or family) coverage under the Medical Expense Plan as the Company would have paid if the employee had remained on the active payroll. The employee is also eligible for tuition aid through the Company's Tuition Assistance Plan.**
- 19.035 Employees, upon return from a leave of absence, shall be reinstated to their former occupation unless conditions have changed so that it is impractical to do so, in which case they will be assigned to work generally similar to that in which they were engaged last prior to their absence, subject, however, to the provisions of this Agreement relating to layoffs. They will be placed on the payroll at the rate received when such absence began, adjusted for any general increase in wages made during the period of absence.
- 19.036 The leave of absence shall cease if the Union notifies the Company that the employee on leave is no longer authorized to transact business for the Union.
- 19.037 There shall be no limitation on the total cumulative period of leave of absence for Union business for an employee.

Service credit will not be given for leave of absence for Union business prior to August 7, 1977; however, service credit will be given for leave of absence for Union business subsequent to August 7, 1977.

20. RETROACTIVITY

20.01 Any determination as to the interpretation of this Agreement or as to the fulfillment of any obligations thereunder shall be limited in its retroactive effect as follows:

20.011 If it is found that a discharge based in whole or in part on grounds of misappropriation of Company assets or information or violation of the Company policy regarding the secrecy of communications was made without proper cause, the Company will reinstate the employee and reimburse the discharged employee the amount of pay the employee would have received had the employee not been discharged, less any amount received by the employee as wages in other employment or as unemployment benefits for the period since the time of such discharge, or both.

20.012 In discharge cases other than those covered by Section 20.011 and in suspension cases the Arbitration Board shall have authority to modify as well as to sustain or set aside the disciplinary action.

20.013 Other Cases — The determination may or may not be retroactive as the equities of a particular case shall demand, but in any case where the determination is retroactive the effect shall be limited to thirty days prior to the date the current dispute is initially submitted to the Company.

21. AMENDMENTS

21.01 The entire understanding between the parties is set forth completely in this Agreement and the exhibits attached hereto. In order to be binding any amendment to this Agreement or any interpretation of the true intent and meaning of the

provisions of this Agreement shall be committed to writing and signed by the duly authorized representatives of the parties.

22. AGENCY SHOP

- 22.01 All employees, except occasional employees, who are members of the Union or who are obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later become members, and all employees, except occasional employees, entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members from such effective date or, in the case of such employees entering into the bargaining unit after the effective date, on the thirtieth day after such entrance, until the termination of this contract.
- 22.02 The condition of employment specified above shall not apply during periods of formal separation(*) from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his return to the bargaining unit.

23. PERSONNEL RECORDS

- 23.01 Entries which are intended to be used against an employee for the purpose of justifying discipline shall not be made a part of an employee's personnel record unless a copy has been provided to the employee.
- 23.02 After one (1) year from the date of an entry into an employee's record, the employee involved or the Union may request

(*) The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

a review of the entry by the second-tier supervisor then having authority over the employee. Within two weeks of the request, the employee or the Union shall be advised whether the write-up will be removed.

- 23.03 The provisions of Section 23.01 do not apply to routine recording of statistics on such matters as absence, tardiness, productivity, quality, etc. However, any adverse entry based on such statistics shall be subject to Section 23.01.

24. UNION REPRESENTATION

- 24.01 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union Steward may be present if the employee so requests.

25. EXCUSED WORK DAYS

- 25.01 Each Regular employee who has at least six months of net credited service on January 1 of the current year shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during the year. These employees may also take up to two paid Excused Work Days on a ½ day-at-a-time basis.
- 25.02 Employees who do not work on their paid Excused Work Day shall be paid their basic daily wage rate, provided they are on the active payroll of the Company on that Excused Work Day.
- 25.03 The Company may designate one paid excused work day in each calendar year for employees in an administrative group (as determined by the Company) or in any larger group, including the entire Company. Employees (except Occasional employees) in any such group for which the Company

has designated a paid excused work day and who are not otherwise eligible for a paid excused work day shall be excused and paid for such Company designated day provided they are on the active payroll of the Company on the day which has been designated as a Company paid excused work day.

25.04 Employees who are on vacation or absent with pay on a paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have the paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.

25.05 If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following subparagraphs:

(a) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in 25.02, in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.

(b) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in 25.02, in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a non-scheduled day.

(c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Section.

25.06 Payments to Part-Time employees for time not worked on Excused Work Days will be based on employee's "part-time equivalent work week", in accordance with provisions of Subsection 26.03.

26. REGULAR PART-TIME EMPLOYEES

- 26.01 The classification of a Part-Time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent work week" classification of 16).
- 26.02 The "part-time equivalent work week" classification of each Part-Time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.
- 26.03 Payments to a Regular Part-Time employee for sickness disability, accident disability, or death benefits under the "Verizon Pension Plan" or the "Verizon Sickness and Accident Disability Benefit Plan", vacations, holidays, Excused Work Days, anticipated disability leave, sickness absence (not under the "Verizon Pension Plan" or the "Verizon Sickness and Accident Disability Benefit Plan"), or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual Part-Time employee's "part-time equivalent work week" to the normal work week of a comparable Full-Time employee in the same job title, classification and work group. A Part-Time employee shall not be paid for absence due to sickness (not under the "Verizon Pension Plan" or the "Verizon Sickness and Accident Disability Benefit Plan") unless such absence due to sickness

occurs on a day of the week on which the employee is normally scheduled to work.

- 26.04 Part-Time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:
- (a) Employees whose part-time equivalent work week classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
 - (b) Employees whose part-time equivalent work week classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
 - (c) Employees whose part-time equivalent work week classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a Regular Full-Time employee.

27. TEMPORARY PART-TIME EMPLOYEES

- 27.01 Working conditions for Temporary Part-Time Employees shall be the same as those for Regular Part-Time Employees, except that Temporary Employees shall not be entitled to Excused Work Days other than Company designated Excused Work Days.

28. PROMOTIONS

- 28.01 The Company will consider many factors including seniority, job performance, health, attendance and experience in determining employee qualifications for promotion. Seniority will prevail when other qualifications are substantially equal.
- 28.02 If the Union claims that a promotion violates this Section because it was not given to the applicant with the most seniority, such claim may be grieved and then submitted to arbitration pursuant to Subsection 11.01. Any Union repre-

senting an employee may be a party to the arbitration. In such event, the Company must be shown to have acted arbitrarily or in bad faith. The Union will limit the scope of arbitrability under this Subsection to seniority and the issue of qualifications being substantially equal.

29. NEW JOB TITLES AND JOB CLASSIFICATIONS

Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining-unit, or to restructure or *redefine an existing one*, it shall proceed as follows:

- 29.01 The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job titles or classifications.
- 29.02 The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established by the Company.
- 29.03 If negotiations are not so initiated, the initial wage rates and schedules set by the Company shall remain in effect and the temporary designation removed.
- 29.04 If agreement is reached between the parties within the sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage rates and schedules, the agreed upon wage rates and schedules shall be retroactive to the date the change or new job was implemented.
- 29.05 If negotiations are initiated pursuant to paragraph (2), above, and if the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate schedule of wage rates be submitted for

resolution to a neutral third party. Within seven (7) days of such demand, each party will submit its final proposed schedule of wage rates to the other party, which cannot thereafter be changed.

29.06 The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that such third party undertake a full and complete job evaluation study, he or she shall review other job titles or classifications and their wage schedules for comparison purposes and may make an on-site inspection of the work place and conduct a reasonable number of interviews of incumbents. A written decision as to the appropriate schedule of wage rates will be rendered by the neutral third party within sixty (60) days of the date that the matter is referred for resolution. In the event that the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 150 days.

29.07 The procedures set forth in this Section shall be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new, restructured, or redefined job title or classification.

29.08 The cost of the neutral third party shall be borne one-half by the Company and one-half by the Union.

30. REASSIGNMENT PAY PROTECTION PROGRAM (RPPP)

30.01 If the Company notifies the Union that a need exists to adjust force and employees are reassigned or voluntarily transferred in lieu of others being reassigned, to vacancies where

the rate of pay for the new job is less than the current rate for the employee's former job, the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new jobs:

0-5 Years

Weeks 1 through 4	-No reduction
Weeks 5 through 8	- $\frac{1}{3}$ reduction
Weeks 9 through 12	- $\frac{2}{3}$ reduction
Weeks 13 and thereafter	-Full reduction

5 + Years

Weeks 1 through 56	-No reduction
Weeks 57 through 60	- $\frac{1}{3}$ reduction
Weeks 61 through 64	- $\frac{2}{3}$ reduction
Weeks 65 and thereafter	-Full reduction

30.02 However, notwithstanding the foregoing schedule, an employee with fifteen (15) years or more of net credited service who, due to technological change, is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job shall continue to be paid in the lower paid job an amount equivalent to the rate of pay of the higher paid job in effect at the time of the downgrade for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter, the following schedule in reduction shall apply:

Weeks 1 through 4	-No reduction
Weeks 5 through 8	- $\frac{1}{3}$ reduction
Weeks 9 through 12	- $\frac{2}{3}$ reduction
Weeks 13 and thereafter	-Full reduction

30.03 The employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower rated job to which downgraded.

31. TECHNOLOGY CHANGE COMMITTEE

- 31.01 The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.
- 31.02 It is agreed that a Technology Change Committee be constituted in each Company. Such committee will consist of not more than three representatives of the Company and not more than three representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable places and times, at least two (2) times each year.
- 31.03 The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least three (3) months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.
- 31.04 The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:
- (a) What steps might be taken to offer employment to employees affected:
 - (1) In the same locality or other localities in jobs which may be available in occupations covered by the Collective Bargaining Agreements between the parties;

- (2) In other occupations in the Company not covered by the Collective Bargaining Agreement;
 - (3) In other Verizon Services Corp. companies.
 - (b) The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, including Income Security Plan, Reassignment Pay Protection Plan, termination allowances, retirement, transfer procedures and the like.
 - (c) The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time.)
- 31.05 The Committees shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision.

32. SCHEDULING OF TIME OFF
(Effective January 1, 1984)

- 32.01 The provisions of this Section cover the procedures to be followed in scheduling of time off. These procedures relate to provisions of the following Sections of this Agreement:

Section 6. Vacation Allowances, Subsections 6.04, 6.05, 6.06, 6.08

Section 7. Holidays, Subsection 7.08

Section 25. Excused Work Days

The provisions of Section 32 shall not be used to alter the above provisions of this Agreement except to the extent required by this Section.

- 32.02 For the purposes of this Section 32, time off includes vacation time. Excused Work Days (paid and non-paid), floating holidays, and days in lieu of holidays which occur during a scheduled vacation week and are referred to as "HV" days.

32.03 *Group 1 Employees* - The selection and scheduling of time off for Group 1 employees (as defined in Section 2, Subsection 2.01) shall be in accordance with the provisions of this Subsection 32.03.

32.031 Within each administrative work group and in seniority order within the group, individual employees will be given the opportunity to select specific dates, if known, upon which they desire to observe the time off to which they are entitled. The Company will grant the employee's selections, to the extent practicable, consistent with force requirements of the work group and other needs of the business.

32.032 Prior to the beginning of a calendar year, and in accordance with the provisions of Section 6, Subsection 6.04, management will make available to members of each administrative work group a schedule for selection of scheduled time off, including:

- (1) Full vacation weeks.
- (2) Day-at-a-time vacation days.
- (3) Days in lieu of holidays occurring during vacation weeks ("HV" days).
- (4) Floating holidays.
- (5) Excused Work Days — paid and non-paid, full days and one-half (½) days.
- (6) Reserve-time.

An individual employee's failure when the schedule is made available to select a specific date will not bar that employee from subsequently requesting time off on that date. The Company will consider subsequent requests in the order in which they are received. The Company will attempt to accommodate such subsequent requests, subject to force requirements of the work group and other needs of the business.

32.04 *Group 2 Employees* - The selection and scheduling of time off for Group 2 employees (as defined in Section 2, Subsection 2.02) shall be in accordance with the provisions of this Subsection 32.04.

32.041 Within each administrative work group and in seniority order within the group, individual employees will be given the opportunity to select specific dates, if known, upon which they desire to observe the time off to which they are entitled. The Company will grant the employee's selections, to the extent practicable, consistent with force requirements of the work group and other needs of the business.

32.042 Prior to the beginning of a calendar year, and in accordance with the provisions of Section 6, Subsection 6.04, management will make available to members of each administrative work group a schedule for selection of full vacation weeks. Only full week vacations shall be selected at this time.

32.043 Upon completion of the selections of full vacation weeks in the manner described in Subsection 32.042, the schedule will be made available for selections of other scheduled time off for which individual employees are eligible. Scheduled time off shall include the following:

- (1) Day-at-a-time vacation days.
- (2) Days in lieu of holidays occurring during vacation weeks ("HV" days).
- (3) Floating holidays.
- (4) Excused Work Days — paid and non-paid, full days and one-half (1/2) days.
- (5) "Reserve-time."

An individual employee's failure when the schedule is made available to select a specific date will not bar that employee from subsequently requesting time off on that date. The Company will consider subsequent requests in

the order in which they are received. The Company will attempt to accommodate such subsequent requests, subject to force requirements of the work group and other needs of the business.

- 32.05 "Reserve-time" is a block of work days equal to the difference between the total number of days off to which an individual employee is entitled and the number of days off for which the employee has selected specific dates. Reserve-time may not be scheduled in any week in which a holiday occurs or later than April 30 of the succeeding calendar year. Any time off not taken by an employee prior to the scheduled reserve-time must be taken during the scheduled reserve-time selected by that employee.

- 32.06 If additional vacation weeks become available during the year due to vacated vacation weeks, reduced work volumes, etc., employees may change unused vacation weeks remaining in the year to the additional weeks made available in accordance with Section 6, Subsection 6.06.

33. EMPLOYMENT SECURITY TRAINING

33.01 *Personal or Career Development Training*

Personal or career development training programs will be designed as an educational self-development aid to assist employees in their personal development or preparing them for career progression opportunities or job changes within the Company.

- 33.011 Training under such program will be generic in nature as opposed to job specific and will cover technical, sales, clerical and other fundamental skills.
- 33.012 Any regular employee with at least one year of net credited service will be eligible to participate in such training program under the terms of such program.
- 33.013 Participation by employees in the personal or career development training program will be voluntary, and time

spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

- 33.014 Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.
- 33.02 *Job Displacement Training*
- Job displacement training opportunities will be offered to prepare employees whose jobs are being displaced, or whose jobs are being restructured or redefined to a wage schedule with a lower maximum wage rate, to enhance their ability to qualify for anticipated job vacancies within the Company or for job opportunities external to the Company.

33.021 *Internal Job Vacancies*

Employees will be informed of potential displacements as soon as possible and, depending on the number of any anticipated job openings, will be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.

33.022 *External Job Opportunities*

For any such employees (those being displaced) interested in seeking employment external to the Company, the Company will reimburse the employee for actual expenses incurred for job specific tuition, training, or counseling, not covered by the Tuition Aid Plan, related to seeking such other employment. Reimbursement for such expenses shall be made up to an amount not to exceed \$500 for each year of net credited service (prorated for any partial year of service) to a maximum of \$2,500.

Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and while the employee is still on the active payroll of the Company.

33.023 Only regular employees who are notified of potential displacement from their current job or restructuring of that job to a lower maximum wage rate will be eligible to participate in such training as covered in Sections 33.021 and 33.022.

33.024 Participation by employees in job displacement training programs will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose unless the Company determines it appropriate in specific instances to permit employees to receive such training during working hours.

33.03 *Advisory Council on Career and Life Strategies (ACCLS)*

Effective January 1, 1996, a new joint "Advisory Council On Career And Life Strategies" (ACCLS) on employee career development, skill enhancement, family support and educational programs will be established which consolidates and replaces the Advisory Committee on Family Care, the Training Advisory Board Executive Council and local Training Advisory Boards. Provided the Communications Workers of America agrees to these terms, the ACCLS will consist of twelve (12) members, six (6) to be appointed by the Companies, three (3) to be appointed by the IBEW and three (3) by the CWA. The Council will meet at least four (4) times per year. If, however, the CWA does not agree to these terms, the ACCLS will consist of six (6) members - three (3) appointed by the Companies and three (3) appointed by the IBEW.

The general goals of the ACCLS will be to:

- promote lifelong learning through educational opportunities which meet individual employee needs
- provide personal and career choices
- create a skilled and flexible work force prepared to fully participate in a changing competitive environment

- promote work/life balance through the support of family care resources and initiatives

The ACCLS will be responsible for researching, developing, evaluating, funding, monitoring, deploying and communicating programs and initiatives in the following areas:

- Employment Security Training Programs
- career counseling services and resources
- continuing education programs including home study (Atlas), and after hours programs (PM education)
- provide information on available company programs and procedures (e.g., Intercompany Job Bank and Tuition Assistance Program)
- criteria development for awarding competitive skill bonuses
- child and elder care resource and referral services
- community development programs to increase and expand family care services and educational programs in the communities where employees reside or work
- family care education programs for employees and their families
- sponsor surveys, studies and reports involving the needs of employees and the changing of family care
- arrange for a program, which will be available to employees outside of work time, to assist them in dealing with stress

The ACCLS will, by majority vote, have the authority to select, enter into contracts with providers/suppliers and expend funds for any of the services outlined above. The Council will also have the authority to select and hire full time staff to carry out decisions and the day to day business of the council.

The Companies will provide funding in the amount of \$505.00 per employees over the life of the agreement to

fund services and programs selected by the ACCLS; \$76,000.00 to the ACCLS to fund a seminar for the ACCLS Training Advocates; additional \$109,500.00 for the Competitive Skills Award (\$15,000.00 for each year of the contract period); over the life of this contract, the Company will provide for a Training Liaison position, to be paid at the highest wage rate in the employee's bargaining unit. The ACCLS will be funded up to \$110,000.00 for the first year of the contract and up to \$115,000.00 for each subsequent year of the contract to pay for this position. Any unused monies may be used to fund additional services and programs selected by the ACCLS. The Council will be responsible for accounting for all funds expended and to carry out its duties in accord with good business judgment and applicable Company policies.

Training and development programs funded through the ACCLS will not, as a general matter, be of the type which employees are required or expected to participate in as part of the training for their current jobs. Participation in all ACCLS sponsored programs will be voluntary and will occur outside of working hours.

33.04 Nothing in this Section 33 shall be subject to arbitration

34. FORCED TRANSFERS

34.01 Employees Permanently Transferred in title or to a different title with the same or lower maximum wage rate:

This subsection applies to employees meeting all of the following conditions: (1) they are permanently transferred, other than at their own request; (2) they relocate their homes as a result of such transfer within 6 months of the date of transfer; and (3) the distance between the new location and the former home of such transferred employee exceeds the distance between the former location and the former home by 35 road miles or more. Road miles are determined by the shortest of the more commonly traveled routes between the locations involved.

This subsection will also apply to a volunteer for a permanent transfer who meets conditions (2) and (3), above, in a situation where otherwise another employee who meets condition (3), above, would be required to transfer.

Employees covered by this Subsection shall be entitled to the following expenses to the extent they are reasonably incurred, except that meal expenses will be reimbursed in accordance with the provisions of Subsection 4.044. It is understood that the Company will make tax deductions from such payments to the extent such deductions are required by law.

- (a) Meal expenses, as covered in 4.044, and lodging and transportation expenses actually incurred by employees until their new residence is established, for a period not in excess of six weeks from the date of transfer. If warranted by unusual circumstances, the third tier supervisor may authorize the reimbursement of such expenses for a period in excess of six weeks.
- (b) The actual expense of packing, moving, and unpacking the customary personal household belongings of employees and their immediate family including transportation insurance of household furniture.
- (c) The actual transportation expenses for employees and their immediate family including meals, as covered in 4.044, and lodging en route.
- (d) Meal expenses, as covered in 4.044, and lodging and transportation expenses actually incurred by one other member of employees' immediate family while looking for a residence in the new community up to a maximum of three trips or six days.
- (e) Meal expenses, as covered in 4.044, and lodging expenses actually incurred by employees and their immediate family from the date of moving until delivery of household goods and connection of utilities, not to exceed three days.

- (f) The actual cost of connecting basic utilities (telephone, electricity, gas and water) at the new location and, when authorized by the Company, the cost of disconnecting normal household appliances (such as gas refrigerators, automatic washers, etc.) at the old location and of reconnecting at the new location.
 - (g) Duplicate rent at either the new or old location (whichever is less) that employees are unable to avoid up to a maximum of six weeks.
 - (h) The actual Realtor's commission paid for the sale of the employee's former residence up to seven percent of the purchase price.
- 34.02 When an employee is forced to transfer in title or to a different title with the same or lower maximum wage rate for force adjustment reasons, and a move of residence is not necessary, the Company, before filling any available opening in the employee's title or former title at the old or new location, will, for a period of one year from the date of transfer, offer the transferred employee the opportunity to return to the former title and/or location.
- 34.03 Such an opportunity will not be offered to an employee who voluntarily transfers or to an employee transferred because of inability to adequately perform in a particular job.
- 34.04 An employee rejecting an initial opportunity to return to the former title and/or location will forfeit all return rights.
- 34.05 When it is not necessary for a permanently transferred employee to move their residence, and their new location is five or more miles further from their homes than their prior location, they will be reimbursed for a period not in excess of one month from the date of transfer for all expenditures in excess of normal for their lodging and transportation, and meal expenses will be reimbursed in accordance with Section 4.044. If warranted by unusual circumstances, the third tier supervisor may authorize the reimbursement for such expenses for a period in excess of one month.

35. TERM

- 35.01 This Agreement shall continue in effect, subject to the other provisions of this Section, until terminated in accordance with 35.02.
- 35.02 Either party may terminate this Agreement at 11:59 p.m., **August 2, 2003**, by notifying the other party in writing at least 60 calendar days prior to such date. If no such notice of termination is given, this Agreement shall automatically continue in full force and effect for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period, by notifying the other party in writing at least 60 calendar days prior to the end of such renewal period, of its intention to terminate this Agreement.
- 35.03 At the time that the notice of desire to terminate this Agreement is served pursuant to 35.02 or at least 30 calendar days prior to the date for negotiations agreed to by the parties, the party serving the notice shall submit a written list of the changes desired in this Agreement. Submission of such a list shall not prejudice the right of either party to submit additional changes during the period of negotiations.
- 35.04 This Agreement has been made in final settlement for its duration of all demands and proposals made by either party during negotiations preceding its execution.

It is agreed that during the term of this Agreement the Company shall not be obligated to discuss or agree to any improvement or liberalization either of the provisions of this Agreement or with respect to rates of pay, wages, hours of employment, or other conditions of employment not specifically set forth herein, if such improvement or liberalization is proposed to be made effective during the period covered by this Agreement; and the Union shall not be obligated to discuss or agree to any impairment or deliberalization either of the provisions of this Agreement or with respect to rates of pay, wages, hours of employment, or other conditions of

employment not specifically set forth herein, if such impairment or deliberalization is proposed to be made effective during the period of this Agreement.

- 35.05 Should any valid Federal or State law, or the enforceable decision of any court of competent jurisdiction, or the enforceable order, decision, rule or regulation of any Federal or State governmental agency or body with jurisdictional authority affect any provision of this Agreement at any time, such provision shall be construed as having been changed to the extent necessary to conform to such law, decision, order, rule or regulation.

The Company and the Union agree that unless a different effective date is specified in this Agreement its terms shall be effective **October 27, 2000**.

The Company and the Union further agree that this Agreement shall become effective if and only if it is ratified by the membership of the Union on or before **December 1, 2000**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

LOCAL UNION 1944,
INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL
WORKERS, AFL-CIO

VERIZON PENNSYLVANIA INC.
VERIZON SERVICES CORP.

By (s) Donna K. Howrylchak
President/Business Manager

By (s) William C. Hart
Director - Labor Relations

By (s) Rose Fenstermacher
Recording Secretary

By (s) Mona L. Sheppard
Treasurer

By (s) Geraldine Severio
Chief Steward

By (s) Linda Eldridge
Chief Steward

APPROVED:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

By (s) J. Barry
President

EXHIBIT A
NOTES ON WAGE INCREASE SCHEDULE
ADMINISTRATION
AND
WAGE INCREASE SCHEDULES

- A1.01 The Wage Increase Schedules shown in Exhibit A provide a plan of Wage Increases for Regular and Temporary Employees in the occupations shown on each sheet.
- A1.02 The wage rate shown at any level on a schedule is the basic weekly wage rate for a normal full-time workweek.
- A1.03 Under the heading "Next Increase" are shown for each location to which the Wage Increase Schedule applies, the minimum intervals in months between increases and the amounts of the increases to be granted. If the employee's current wage rate is not shown on the Wage Increase Schedule and the difference between the wage rate and the Maximum rate is less than the increase amount shown for the next lower current wage rate, the increase will be to the Maximum rate and the interval will be reduced proportionately.
- A1.04 The wage rates of all other employees will be automatically increased in accordance with the interval and in the amount for such interval as shown on their wage schedules. However, for proper cause and subject to the approval of the third tier supervisor involved, the Company may defer an increase of any such employee no more than once during such employee's assignment to any one occupation and for a period not to exceed the stated interval, provided that:
- (a) At least sixty (60) days before the date any deferment might be made effective, the Company shall issue a written warning to the employee advising her of the cause which may result in deferment and shall notify the Union President thereof in writing.

(b) If the employee fails to make sufficient improvement after such warning, the Company shall notify the employee and the Union President in writing of the deferment at least fifteen (15) days prior to the commencement of the payroll period in which the increase would normally be granted.

When the period of deferment terminates, the employee's wage rate shall be increased at that time by the amount of the deferred increase. His or her wage rate shall then continue to be automatically increased according to the interval for succeeding scheduled increases. The date for the next scheduled wage increase shall be measured from the date when the prior increase would normally have been granted had it not been deferred. Deferments hereunder shall not lengthen the appropriate employee's schedule beyond that set forth in Paragraph C of the "Instructions for Granting Wage Rate Adjustments and Making Wage Increase Schedules Effective".

In the event the employee fails to make sufficient improvement, he or she may be subject to discharge for proper cause.

The propriety of any deferment is subject to the grievance and arbitration procedures of Sections 10 and 11.

- A1.05 In no event, unless specifically provided for by this Agreement, shall an employee be paid more than the maximum rate for the occupation and location to which she is assigned.
- A1.06 Employees may be hired into any titles at rates in excess of the minimum hiring rate at the Company's discretion. If an employee is hired into a title at a pay rate in excess of the minimum hiring rate for reasons other than job related experience and/or job related training, any employee in that title in the building into which the employee is hired who is at a lower rate of pay will be raised to the rate of the individual hired.

A1.07 As a matter of general principle, the Company will endeavor, in the case of permanent transfers of Operators from one office of this Company to another office of this Company, to place the employee on approximately the same position on the Wage Increase Schedule of the receiving location as he or she was in the location from which transferred.

A1.08 *Progression Increase Deferral Upon Return from Absence*

In the event of absence for any reason continuing for more than one month (30 days) during which the employee was scheduled to receive a progression increase, the employee shall receive his/her progression increase effective the Sunday after he/she returns to duty. The accumulated absence, if over thirty days, will be added to extend the time until the employee's next scheduled progression increase in intervals of thirty (30) days.

A2.00 The following procedure governs the change of an employee from one occupation to another occupation having a different Wage Increase Schedule:

A2.01 *Change to an occupation with a higher maximum rate*

A2.011 Except as otherwise provided below, the wage rates of promoted employees will be changed to the rates they would be receiving had they been hired directly into and remained in the new occupation since their net credited service date. This shall be accomplished by reconstructing the employee's wage history as though originally hired into the new occupation.

A2.012 Employees will be placed on the step of the new wage schedule to which promoted as determined by the wage reconstruction process but not to exceed the wage step from maximum rate as shown below:

<u>TITLE GROUPINGS</u>	<u>STEP FROM MAXIMUM</u>
------------------------	------------------------------

Desk Attendant	6 months
Network Services Coordinator	
Staff Clerk	
Service Assistant	
Senior Clerk	0 months
Stenographer-Clerk	
General Clerk	0 months
Operator	0 months
Operator-In-Charge— Night	

- A2.013 Employees promoted from one occupation to another occupation within the same Title Groupings set forth in A2.012 above will not be subject to the six month step from maximum rate limitation.
- A2.014 If at the time of promotion the employee's current wage rate is higher than it would have been had the employee been hired directly into the new occupation, the wage rate will not be reduced.
- A2.015 If at the time of promotion to Desk Attendant, Network Services Coordinator, Staff Clerk or Service Assistant, the employee's current wage rate is equal to or higher than the six month step from maximum rate, the step from maximum rate provision will not apply. In such case, the employee's wage rate will be changed to the rate which would have been received had the employee been hired directly into the new occupation, unless a reduction in the wage rate would result, in which case A2.014 will apply.
- A2.016 A promotional increase will be granted to the extent that the maximum rate for the new occupation and zone is not exceeded.

A2.017 Employees who are subject to the six month step from maximum rate limitation will have the interval for the next regular increase measured from the date of this change. For all other employees, the interval for the first regular increase will be measured from the last regular increase received prior to the change in occupation.

A2.018 When the Company temporarily assigns an employee to work a scheduled Service Assistant's tour, or to initially train Operators (including first class), or temporarily assigns an employee to work a scheduled Desk Attendant's tour and the employee in any calendar week actually performs the duties of the temporary assignment for at least two full tours or the equivalent in full or part tours, each employee so assigned will receive a wage increase for that week as provided in Section A2.00, paragraphs A2.01 through A2.017.

A2.019 When an Operator works two Operator In Charge—Night tours in a calendar week, the Operator so assigned will receive a wage increase of \$4.00 for that week. When an Operator works more than two Operator In Charge—Night tours in a calendar week the Operator so assigned will receive a wage increase for that week as provided in Section A2.00, paragraphs A2.01 through A2.017.

The Company intends to use the Operator in Charge—Night title in locations where there is a person regularly in charge of one to four operators on duty at one time on the all-night force, except that a management employee may be substituted where, in the judgment of the Company, it is desirable.

A2.02 *Change to an occupation with a lower maximum wage rate*

A2.021 If the change results from other than force surplus reasons, employees who are changed to an occupation with a lower maximum rate will have their wage rate reduced to the rate they would be receiving had they been hired

into and remained in the new occupation since their net credited service date. This shall be accomplished by reconstructing the employee's wage history as though they were hired into the new occupation. If the employee's wage rate exceeds the maximum rate of the new occupation, the wage rate will be reduced to the maximum rate of the new occupation at the time of the change.

A2.022 The interval for the next regular increase will be measured from the date of the last regular increase.

A2.03 WAGE INCREASE SCHEDULE ASSIGNMENT LIST

<u>Location</u>	<u>Zone Number</u>
Allentown	1
Altoona	1
Fort Washington	1
Harrisburg	1
Philadelphia	1
Pittsburgh	1
Upper Darby	1
Wilkes-Barre	1

A3.00 *New Locations for Existing Occupations*

If the Company establishes a new location for an existing occupation, it will notify the Union of the action taken. The notice will be given in advance wherever reasonably possible. If the basic weekly wage rate established by the Company is unsatisfactory to the Union, the Company within thirty days after notice by the Union will meet and negotiate the basic weekly wage rate.

A4.00 *Cost of Living (COLA)*

1. **Effective August 4, 2002, an adjustment will be made in basic weekly rates in each wage schedule in accordance with the following: The amount of the adjustment shall be .75% of the scheduled rates in effect on August 3, 2002, rounded to the nearest 50 cents, for each full or partial percent increase above 9.0%**

in the "CPI-W" (1982-84 = 100) for May 2002 over May 2000.

2. In no event shall a decrease in the CPI-W result in a reduction of any basic weekly wage rate.
3. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the dates referred to in Paragraph 1, the cost-of-living adjustment required by such appropriate indexes shall be effective at the beginning of the first payroll week after receipt of the indexes.
4. No adjustment, retroactive or otherwise, shall be made as the result of any revision which may later be made in the first published figures for the CPI-W for May 2000 and May 2002 .
5. The cost-of-living adjustment is dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W for May 2000. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available, for the life of this agreement, a CPI-W in its present form and calculate it on the same basis as the CPI-W for May 2000, which was 168.0 (1982-84 = 100).

EFFECTIVE 02/04/2001

**NETWORK SERVICES
COORDINATOR**

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$382.00-434.00	6	\$52.50
434.50-493.00	6	59.00
493.50-562.00	6	69.00
562.50-639.50	6	77.50
640.00-727.50	6	88.00
728.00	6	100.50
828.50	Maximum	

Pension Band 113

Length of the above schedule is
36 months.

SERVICE ASSISTANT

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$380.00-423.50	6	\$44.00
424.00-473.00	6	49.50
473.50-529.00	6	56.00
529.50-590.50	6	61.50
591.00-658.00	6	67.50
658.50	6	77.50
736.00	Maximum	

Pension Band 109

Length of the above schedule is
36 months.

**OPERATOR-IN-CHARGE —
NIGHT**

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$368.00-412.00	6	\$44.50
412.50-462.00	6	50.00
462.50-517.50	6	55.50
518.00-579.00	6	61.50
579.50-649.00	6	70.00
649.50	6	78.00
727.50	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

DESK ATTENDANT

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$380.00-423.50	6	\$44.00
424.00-473.00	6	49.50
473.50-529.00	6	56.00
529.50-590.50	6	61.50
591.00-658.00	6	67.50
658.50	6	84.50
743.00	Maximum	

Pension Band 109

Length of the above schedule is
36 months.

**STAFF CLERK
ZONE 1**

Current Wage Rate	Next Increase	
	Int.	Amt.
\$374.00-417.00	6	\$43.50
417.50-467.00	6	50.00
467.50-522.00	6	55.00
522.50-584.00	6	62.00
584.50-654.00	6	70.00
654.50	6	76.50
731.00	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

STENOGRAPHER CLERK

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$368.00-410.50	6	\$43.00
411.00-457.00	6	46.50
457.50-511.50	6	54.50
512.00-569.50	6	58.00
570.00-637.50	6	68.00
638.00	6	73.50
711.50	Maximum	

Pension Band 107

Length of the above schedule is
36 months.

SENIOR CLERK

ZONE I

Current Wage Rate	Next Increase	
	Int.	Amt.
\$362.50-405.00	6	\$43.00
405.50-453.50	6	48.50
454.00-507.00	6	53.50
507.50-567.50	6	60.50
568.00-636.00	6	68.50
636.50	6	75.00
711.50	Maximum	

Pension Band 107

Length of the above schedule is
36 months.OPERATOR A
(Applies to Operators hired on or
after 10/1/98)

ZONE I

Current Wage Rate	Next Increase	
	Int.	Amt.
\$354.00-379.00	6	\$25.50
379.50-405.50	6	26.50
406.00-434.50	6	29.00
435.00-465.00	6	30.50
465.50-498.00	6	33.00
498.50-533.50	6	35.50
534.00-570.50	6	37.00
571.00-611.00	6	40.50
611.50-654.50	6	43.50
655.00	6	46.00
701.00	Maximum	

Pension Band 108

Length of the above schedule is
60 months.

OPERATOR

ZONE I

Current Wage Rate	Next Increase	
	Int.	Amt.
\$354.00-396.50	6	\$43.00
397.00-444.50	6	48.00
445.00-498.50	6	54.00
499.00-558.00	6	59.50
558.50-625.00	6	67.00
625.50	6	75.50
701.00	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

GENERAL CLERK

ZONE I

Current Wage Rate	Next Increase	
	Int.	Amt.
\$351.00-391.00	6	\$40.50
391.50-436.50	6	45.50
437.00-487.00	6	50.50
487.50-543.50	6	56.50
544.00-606.00	6	62.50
606.50	6	70.00
676.50	Maximum	

Pension Band 106

Length of the above schedule is
36 months.

EFFECTIVE 02/04/2001

OPERATOR B (40 hrs)

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$312.00-323.90	6	\$12.40
324.40-340.70	6	16.80
341.20-357.10	6	16.40
357.60-373.90	6	16.80
374.40-390.70	6	16.80
391.20-405.10	6	14.40
405.60-419.10	6	14.40
420.00-436.30	6	16.80
436.80-453.10	6	16.80
453.50	6	16.40
470.00	Maximum	

Pension Band 103

Length of the above schedule is
60 months.

OPERATOR B (37.5 hrs)

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$292.50-379.00	6	\$11.63
304.13-405.50	6	15.75
319.88-334.50	6	15.37
335.25-365.00	6	15.75
351.00-398.00	6	15.75
366.75-533.50	6	13.50
380.25-570.50	6	13.50
393.75-611.00	6	15.75
409.50-654.50	6	15.75
425.25	6	15.38
440.63	Maximum	

Pension Band 103

Length of the above schedule is
60 months.

**NETWORK SERVICES
COORDINATOR**
ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$393.50-447.00	6	\$54.00
447.50-508.00	6	61.00
508.50-579.00	6	71.00
579.50-658.50	6	79.50
659.00-749.50	6	91.00
750.00	6	103.50
853.50	Maximum	

Pension Band 113

Length of the above schedule is
36 months.
SERVICE ASSISTANT
ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$391.50-436.00	6	\$45.00
436.50-487.00	6	51.00
487.50-545.00	6	58.00
545.50-608.00	6	63.00
608.50-678.00	6	70.00
678.50	6	79.50
758.00	Maximum	

Pension Band 109

Length of the above schedule is
36 months.
**OPERATOR-IN-CHARGE --
NIGHT**
ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$379.00-424.50	6	\$46.00
425.00-476.00	6	51.50
476.50-533.00	6	57.00
533.50-596.50	6	63.50
597.00-668.50	6	72.00
669.00	6	80.50
749.50	Maximum	

Pension Band 108

Length of the above schedule is
36 months.
DESK ATTENDANT
ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$391.50-436.00	6	\$45.00
436.50-487.00	6	51.00
487.50-545.00	6	58.00
545.50-608.00	6	63.00
608.50-678.00	6	70.00
678.50	6	87.00
765.50	Maximum	

Pension Band 109

Length of the above schedule is
36 months.
STAFF CLERK
ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$385.00-429.50	6	\$45.00
430.00-481.00	6	51.50
481.50-537.50	6	56.50
538.00-601.50	6	64.00
602.00-673.50	6	72.00
674.50	6	79.00
753.00	Maximum	

Pension Band 108

Length of the above schedule is
36 months.
STENOGRAPHER CLERK
ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$379.00-423.00	6	\$44.50
423.50-470.50	6	47.50
471.00-527.00	6	56.50
527.50-586.50	6	59.50
587.00-656.50	6	70.00
657.00	6	76.00
733.00	Maximum	

Pension Band 107

Length of the above schedule is
36 months.

EFFECTIVE 08/05/2001

SENIOR CLERK

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$373.50-417.00	6	\$44.00
417.50-467.00	6	50.00
467.50-522.00	6	55.00
522.50-584.50	6	62.50
585.00-655.00	6	70.50
655.50	6	77.50
733.00	Maximum	

Pension Band 107

Length of the above schedule is
36 months.

OPERATOR A
(Applies to Operators hired on or
after 10/1/98)

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$364.50-390.50	6	\$26.50
391.00-417.50	6	27.00
418.00-447.50	6	30.00
448.00-479.00	6	31.50
479.50-513.00	6	34.00
513.50-549.50	6	36.50
550.00-587.50	6	38.00
588.00-629.50	6	42.00
630.00-674.00	6	44.50
674.50	6	47.50
722.00	Maximum	

Pension Band 108

Length of the above schedule is
60 months.

OPERATOR

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$364.50-408.50	6	\$44.50
409.00-458.00	6	49.50
458.50-513.50	6	55.50
514.00-575.00	6	61.50
575.50-644.00	6	69.00
644.50	6	77.50
722.00	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

GENERAL CLERK

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$361.50-402.50	6	\$41.50
403.00-449.50	6	47.00
450.00-501.50	6	52.00
502.00-560.00	6	58.50
560.50-624.00	6	64.00
624.50	6	72.50
697.00	Maximum	

Pension Band 106

Length of the above schedule is
36 months.

EFFECTIVE 08/05/2001

OPERATOR B (40 hrs)

Current Wage Rate	ZONE 1 Next Increase	
	Int.	Amt.
\$321.20-333.50	6	\$12.80
334.00-351.10	6	17.60
315.60-367.90	6	16.80
368.40-385.10	6	17.20
385.60-402.30	6	17.20
402.80-417.10	6	14.80
417.60-432.30	6	15.20
432.80-449.50	6	17.20
450.00-466.70	6	17.20
467.20	6	16.80
484.00	Maximum	

Pension Band 103

Length of the above schedule is
60 months.

OPERATOR B (37.5 hrs)

Current Wage Rate	ZONE 1 Next Increase	
	Int.	Amt.
\$301.13-312.63	6	\$12.00
313.13-329.13	6	16.50
329.63-344.88	6	15.75
345.38-361.00	6	16.12
361.50-377.13	6	16.13
377.63-391.00	6	13.87
391.50-405.25	6	14.25
405.75-421.38	6	16.13
421.88-437.50	6	16.12
438.00	6	15.75
453.75	Maximum	

Pension Band 103

Length of the above schedule is
60 months.

EFFECTIVE 08/04/2002

**NETWORK SERVICES
COORDINATOR**

Current Wage Rate	ZONE 1	
	Next Increase	
	Int.	Amt.
\$413.00-469.50	6	\$57.00
470.00-533.50	6	64.00
534.00-608.00	6	74.50
608.50-691.50	6	83.50
692.00-787.00	6	95.50
787.50	6	108.50
896.00	Maximum	

Pension Band 113

Length of the above schedule is
36 months.

SERVICE ASSISTANT

Current Wage Rate	ZONE 1	
	Next Increase	
	Int.	Amt.
\$411.00-458.00	6	\$47.50
458.50-511.50	6	53.50
512.00-572.50	6	61.00
573.00-638.50	6	66.00
639.00-712.00	6	73.50
712.50	6	83.50
796.00	Maximum	

Pension Band 109

Length of the above schedule is
36 months.

**OPERATOR-IN-CHARGE --
NIGHT**

Current Wage Rate	ZONE 1	
	Next Increase	
	Int.	Amt.
\$398.00-446.00	6	\$48.50
446.50-500.00	6	54.00
500.50-559.50	6	59.50
560.00-626.50	6	67.00
627.00-702.00	6	75.50
702.50	6	84.50
787.00	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

DESK ATTENDANT

Current Wage Rate	ZONE 1	
	Next Increase	
	Int.	Amt.
\$411.00-458.00	6	\$47.50
458.50-511.50	6	53.50
512.00-572.50	6	61.00
573.00-638.50	6	66.00
639.00-712.00	6	73.50
712.50	6	91.50
804.00	Maximum	

Pension Band 109

Length of the above schedule is
36 months.

STAFF CLERK

Current Wage Rate	ZONE 1	
	Next Increase	
	Int.	Amt.
\$402.50-451.00	6	\$47.00
451.50-505.00	6	54.00
505.50-564.50	6	59.50
565.00-631.50	6	67.00
632.00-707.00	6	75.50
707.50	6	83.00
790.50	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

STENOGRAPHER CLERK

Current Wage Rate	ZONE 1	
	Next Increase	
	Int.	Amt.
\$398.00-444.00	6	\$46.50
444.50-494.00	6	50.00
494.50-553.50	6	59.50
554.00-616.00	6	62.50
616.50-689.50	6	73.50
690.00	6	79.50
769.50	Maximum	

Pension Band 107

Length of the above schedule is
36 months.

SENIOR CLERK

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$392.00-438.00	6	\$46.50
438.50-490.50	6	52.50
491.00-548.00	6	57.50
548.50-614.00	6	66.00
614.50-688.00	6	74.00
688.50	6	81.00
769.50	Maximum	

Pension Band 107

Length of the above schedule is
36 months.

OPERATOR A

(Applies to Operators hired on or
after 10/1/98)

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$382.50-410.00	6	\$28.00
410.50-438.50	6	28.50
439.00-470.00	6	31.50
470.50-503.00	6	33.00
503.50-538.50	6	35.50
539.00-577.00	6	38.50
577.50-617.00	6	40.00
617.50-661.00	6	44.00
661.50-707.50	6	46.50
708.00	6	50.00
758.00	Maximum	

Pension Band 108

Length of the above schedule is
60 months.

OPERATOR

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$382.50-429.00	6	\$47.00
429.50-481.00	6	52.00
481.50-539.00	6	58.00
539.50-604.00	6	65.00
604.50-676.00	6	72.00
676.50	6	81.50
758.00	Maximum	

Pension Band 108

Length of the above schedule is
36 months.

GENERAL CLERK

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$379.50-422.50	6	\$43.50
423.00-472.00	6	49.50
472.50-526.50	6	54.50
527.00-588.00	6	61.50
588.50-655.00	6	67.00
655.50	6	76.50
732.00	Maximum	

Pension Band 106

Length of the above schedule is
36 months.

EFFECTIVE 08/04/2002

OPERATOR B (40 hrs)

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$337.20-350.30	6	\$13.60
350.80-368.70	6	18.40
369.20-386.30	6	17.60
386.80-404.30	6	18.00
404.80-422.30	6	18.00
422.80-437.90	6	15.60
438.40-453.90	6	16.00
454.40-471.90	6	18.00
472.40-489.90	6	18.00
490.00	6	18.00
508.40	Maximum	

Pension Band 103

Length of the above schedule is
60 months.

OPERATOR B (37.5 hrs)

ZONE 1

Current Wage Rate	Next Increase	
	Int.	Amt.
\$316.13-328.38	6	\$12.75
328.88-345.63	6	17.25
346.13-362.13	6	16.50
362.63-379.00	6	16.87
379.50-395.88	6	16.88
396.38-410.50	6	14.62
411.00-425.50	6	15.00
426.00-442.38	6	16.88
442.88-459.25	6	16.87
459.75	6	16.88
476.63	Maximum	

Pension Band 103

Length of the above schedule is
60 months.

PENSION BANDS AND BENEFITS

PENSION BANDS

JOB TITLES	WAGE ZONE
	<u>1</u>
Desk Attendant	109
General Clerk	106
Network Services Coordinator	113
Operator (10-27-00 to 06-30-03)	108
Operator (effective 07-01-03)	107
Operator B	103
Operator-In-Charge—Night	108
Senior Clerk	107
Service Assistant	109
Staff Clerk	108
Stenographer-Clerk	107

Monthly Benefit Table

Pension Band	Previously Effective 7/1/2000	5% Increase Effective 7/1/2001	5% Increase Effective 7/1/2002	4% Increase Effective 7/1/2003
101	\$27.44	\$28.71	\$30.15	\$31.36
102	\$28.48	\$29.90	\$31.40	\$32.66
103	\$29.63	\$31.11	\$32.67	\$33.98
104	\$30.79	\$32.33	\$33.95	\$35.31
105	\$31.94	\$33.54	\$35.21	\$36.63
106	\$33.11	\$34.77	\$36.51	\$37.97
107	\$34.26	\$35.97	\$37.77	\$39.28
108	\$35.40	\$37.17	\$39.03	\$40.59
109	\$36.60	\$38.43	\$40.35	\$41.96
110	\$37.72	\$39.61	\$41.59	\$43.25
111	\$38.89	\$40.83	\$42.87	\$44.58
112	\$40.02	\$42.02	\$44.12	\$45.88
113	\$41.18	\$43.24	\$45.49	\$47.22
114	\$42.34	\$44.46	\$46.68	\$48.55
115	\$43.48	\$45.65	\$47.93	\$49.85
116	\$44.65	\$46.88	\$49.22	\$51.19
117	\$45.77	\$48.06	\$50.46	\$52.48
118	\$46.95	\$49.30	\$51.77	\$53.84
119	\$48.11	\$50.52	\$53.05	\$55.17
120	\$49.25	\$51.71	\$54.30	\$56.47
121	\$50.39	\$52.91	\$55.56	\$57.78
122	\$51.57	\$54.15	\$56.86	\$59.13
123	\$52.71	\$55.35	\$58.12	\$60.44
124	\$53.86	\$56.55	\$59.38	\$61.76
125	\$55.01	\$57.76	\$60.65	\$63.08

Pension Band	Previously Effective <u>7/1/2000</u>	5% Increase Effective <u>7/1/2001</u>	5% Increase Effective <u>7/1/2002</u>	4% Increase Effective <u>7/1/2003</u>
126	\$56.16	\$58.97	\$61.92	\$64.40
127	\$57.33	\$60.20	\$63.21	\$65.74
128	\$58.46	\$61.38	\$64.45	\$67.03
129	\$59.64	\$62.62	\$65.75	\$68.38
130	\$60.76	\$63.80	\$66.99	\$69.67
131	\$61.95	\$65.05	\$68.30	\$71.03
132	\$63.11	\$66.27	\$69.58	\$72.36
133	\$64.25	\$67.46	\$70.83	\$73.66
134	\$65.42	\$68.69	\$72.12	\$75.00
135	\$66.53	\$69.86	\$73.35	\$76.28

LETTER AGREEMENTS

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August 19, 1989
(Modified 10-27-2000)

Mrs. Joan S. Toth
President, Local Union 1944
IBEW, AFL-CIO
100 Chestnut Street
Suite 206
Harrisburg, Pennsylvania 17101

Dear Mrs. Toth:

In response to your request during 1989 bargaining, the Company agrees to provide the following, which is a list of the pension and benefit plans for non-management employees. The names of these plans are as follows:

1. Verizon Medical Expense Plan
2. Verizon Dental Expense Plan
3. Verizon Vision Care Plan
4. Verizon Sickness & Accident Disability Benefit Plan
5. Verizon Long Term Disability Plan (Non-Salaried Employees)
6. Verizon Group Life Insurance Program
7. Verizon Pension Plan
8. Verizon Savings and Security Plan (Non-Salaried Employees)
9. Verizon Employee Stock Ownership Plan (ESOP)
10. Verizon Voluntary Contribution Plan
11. Verizon Health Care Reimbursement Account Plan
12. Verizon Dependent Care Reimbursement Account Plan
13. Verizon Dependent Accidental Death & Dismemberment Insurance Plan
14. Verizon Long Term Care Insurance Plan

The parties agree that this letter is provided for informational purposes only, is not intended to confer any additional rights or benefits, and is not subject to the grievance and arbitration provisions of this Agreement. The parties also agree that this letter does not add to, delete, or in any way affect Article 18 of the parties' Agreement.

Very truly yours,
(s) G.A. Voit
Acting Managing Director -
Labor Relations

AGREED:

(s) J.S. Toth
President, Local Union 1944

May 21, 1995

Ms. Donna K. Howrylchak
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, PA 17101

Dear Ms. Howrylchak:

The Company agrees to continue to provide Operator Services Center personnel scheduled to work on Christmas Eve (December 24) with time off under the following conditions:

- Only employees scheduled to work full day tours (as defined in Subsection 2.08 of the Agreement) are eligible.
- Such time off will consist of a session (part tour) of paid excused time which will be granted to each eligible employee during the period between the posting of the Holiday schedule and December 23rd.
- The excused paid time will be made available for selection on the basis of seniority (as defined in Subsection 5.02), subject to the needs of the business.
- The Company will discuss specific plans with the Union President prior to implementing this process.

This letter will remain in effect for the duration of the 1995 Agreement.

Very truly yours,
(s) Dana W. Blewett
DIRECTOR - LABOR RELATIONS

AGREED:

(s) Donna K. Howrylchak
PRESIDENT/BUSINESS MANAGER -
LOCAL UNION 1944

August 23, 1983
(Amended May 21, 1995)
(Modified October 27, 2000)

Mrs. Joan S. Toth, President
Local Union 1944, IBEW, AFL-CIO
Dauphin Building
203 Market Street, Room 508
Harrisburg, Pennsylvania 17101

Dear Mrs. Toth:

This is to confirm our understanding of August 23, 1983, concerning concession telephone arrangements after the effective date of the Bell System divestiture for active and retired employees of Bell of Pennsylvania.

1. As agreed to in national bargaining, all active and retired employees of Bell of Pennsylvania will receive the terminal equipment (CPE) for which, as of July 1, 1983, they received a concession related to monthly charges. This transfer will occur on the effective date of the pending divestiture of Bell of Pennsylvania from the Bell System and will be at no cost to the employees.

2. In addition, the Union and Bell of Pennsylvania have agreed that each active employee with less than thirty (30) years of service on and after the effective date of divestiture will receive a fifty percent (50%) discount on single line local service of whatever residential class he or she elects to subscribe to at his or her residence, such discount to be applicable to all fixed monthly dial tone charges including CALC's authorized by the FCC or a State Regulatory Commission and local message unit charges.

3. Except as provided in Paragraph 6 of this letter, Bell of Pennsylvania and the Union also have agreed that each active employee with thirty (30) or more years of service and each employee who retires after the effective date of divestiture with a Verizon pension will receive a one hundred percent (100%) discount on single line local service of whatever residential class he or she elects to subscribe to at his or her residence, such discount to be applicable to all fixed monthly dial tone charges including CALC's authorized by the FCC or a State Regulatory Commission and local message unit charges. Moreover, each active and retired employee covered by this paragraph will be allowed up to twenty-five dollars (\$25.00) per month in intra-LATA toll calls, said intra-LATA toll call allowance to include charges for calls within the LATA in which the active or retired employee has service and intra-LATA calls made within any other LATA served by a subsidiary of Verizon.

4. Bell of Pennsylvania will seek to adopt jointly with other Verizon Companies uniform procedures for implementation of the arrangements agreed to herein.

5. All of the arrangements agreed to herein are, of course, subject to any necessary regulatory or other governmental approval.

6. Employees who retire on or after January 1, 1996 and who reside in locations outside of Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia and West Virginia will not receive concession telephone arrangements.

Very truly yours,
(s) G. D. Vojt
Acting Division Staff
Manager—Labor Relations

AGREED:

(s) Joan S. Toth
President

May 21, 1995
(modified 10-9-98)
(Modified 10-27-2000)

Ms. Donna K. Howrychak
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, Pennsylvania 17101

Dear Ms. Howrychak:

Individual operator performance for appraisal purposes will be based on the operator's performance in achieving the appropriate level and balance of customer satisfaction, revenue generation (where appropriate), cost performance and dependability.

Customer Serving Time per call (CST) is an indicator of operator productivity. The Company agrees that it will not discipline any experienced operator solely on the basis of that operator's CST performance.

This letter will remain in effect until August 2, 2003. Thereafter, it can be canceled upon 30 days notice to either party. Unless so canceled, this letter will continue indefinitely, without regard to expiration of the Agreement.

Very truly yours,
(s) Dana W. Blewett
DIRECTOR - LABOR RELATIONS

AGREED:

(s) Donna K. Howrychak
PRESIDENT/BUSINESS MANAGER -
LOCAL UNION 1944

October 9, 1998
(Modified 10-27-2000)

Ms. Donna Howrylechak
President-Local Union 1944, IBEW
100 Chestnut Street, Suite 206
Harrisburg, Pennsylvania 17101

Dear Ms. Howrylechak:

Re: Absence For Union Business in the Build for Annual FMLA Eligibility Requirements

As agreed during 1998 Contract Extension discussions, effective January 3, 1999, the Company will include "absence for Union business" which is unpaid, excused time, during the employee's normal daily tour within the normal work week in the build for the FMLA annual eligibility requirement. Absence for Union business will not be considered as "time worked" for any other purpose, unless otherwise specified in the contract.

This Letter of Understanding shall expire at 11:59 p.m. on August 2, 2003.

Sincerely,
W. Maryanne Crompton
Director-Labor Relations

AGREED:

W. Donna K. Howrylechak
PRESIDENT/BUSINESS MANAGER -
LOCAL UNION 1944

May 21, 1995

Ms. Donna K. Howrychak
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, PA 17101

Dear Ms. Howrychak:

The Company and the Union mutually recognize that, in certain administrative work units or groups, it may be beneficial to the employees and in the best interests of the business to establish a four-day schedule as a normal work week. July 1, 1995 through March 31, 1996 will be a trial period for this concept. In such cases, the total number of hours presently constituting a five-day normal work week will be scheduled over four consecutive days of the calendar week. Individual tours scheduled during a four-day work week shall be of equal length.

The Union may recommend that the Company institute a four-day schedule in particular administrative work units or groups. The Company will decide in each case whether or not implementation of the Union's suggestion is consistent with the needs of the business. The Company may also establish a four-day schedule in other work units or groups upon fourteen (14) days' notice to the local Union representative and the employees concerned provided that a majority of the employees in the affected work unit or group vote to approve this arrangement. The Company will make reasonable efforts to find suitable positions outside the group for those employees who did not vote in favor. The Company may discontinue four-day schedules upon fourteen (14) days' notice to the local Union representative and the employees concerned.

When a four-day schedule is in effect as a normal work week, notwithstanding any contrary provisions of the Agreement, no overtime payment will be made for any of the hours constituting the scheduled work day.

Pay allowances for absent time occurring during a four-day normal work week will be subject to the conditions specified in the Agreement. When pay treatment is calculated on a daily (as opposed to hourly or weekly) basis, a scheduled day of a four-day normal work week and a scheduled day of a five-day normal work week will each count equally as one full day, except with respect to vacation and excused work day calculations. In those cases, when all scheduled tours are of equal length, each day of a four-day normal work week will count as 1.25 vacation or excused days. When all scheduled tours of a four-day work week are not of equal length, vacation and excused days will be assessed in proportion to the ratio between the hours actually scheduled on the tour in question and the hours scheduled on each tour of a normal five-day work week for the employee's unit or group.

Subject to the above, four-day schedules will be administered in accordance with the applicable provisions of the Agreement. The parties may meet and discuss other administrative issues raised with respect to the four-day work week. After the end of the trial period, the parties will meet and discuss whether the trial should be continued.

Very truly yours,
(s) Dana W. Blewett
DIRECTOR - LABOR RELATIONS

AGREED:

(s) Donna K. Howrychak
PRESIDENT/BUSINESS MANAGER -
LOCAL UNION 1944

October 27, 2000

Ms. Donna K. Howrylchak, President/Business Manager
Local Union 1944, IBEW, AFL-CIO
6020 Jonestown Road
Harrisburg, PA 17112-2668

Re: Gradual Return To Work From Care Of Newborn Child Leave

Dear Ms. Howrylchak:

Effective January 1, 2001, an employee on Care of Newborn Child ("CNC") Leave or a Disability Absence Leave as a result of the birth or adoption of a child shall be permitted to return to work on a reduced schedule known as a Gradual Return to Work ("GRW"). The combination of CNC Leave and/or Disability Absence Leave, and GRW shall not exceed the 12-month period currently in effect for CNC Leave.

GRW shall be implemented as follows:

1. An employee on GRW shall have the same status (full or part time) as she or he had before being on leave. Except for (2) below, an employee shall have the same benefits, vacations, holidays, FWDs, and other contractual entitlements which he or she had before the Leave began.
2. An employee on GRW shall be paid for time worked, and incidental absence and jury duty will be paid only for actual time excused from his or her scheduled work.
3. The hours assigned to an employee on GRW shall fall within the range of hours that the employee would have been assigned if working a full schedule.
4. An employee on GRW shall not work Sundays, holidays or overtime.
5. The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior employee.
6. Employees on GRW must work a minimum of half their normal work week, and a full day on Monday or the day after a holiday.

Very truly yours,
(Original Signed By)
William C. Hart

(Original Signed By)
Donna K. Howrylchak

October 27, 2000

Mr. William D. Huber
President
Local 827, IBEW
263 Ward Street
East Windsor, NJ 08520

Ms. Donna Howrychak
President
Local Union 1944, IBEW
6026 Jonestown Road
Harrisburg, PA 17112-2668

Re: IME Criteria

Dear Mr. Huber and Ms. Howrychak:

In our Most Favored Nation Bargaining, you requested what criteria the IME would use if CORE disagreed with the employees attending physician. The IME will be requested to determine whether or not the employees attending physician made a proper determination or not. CORE policies or guidelines will not be a part of the IME's determination.

Sincerely,

(Original Signed By)
William C. Hart

October 27, 2000

Ms. Donna K. Howrychak, President/Business Manager
Local Union 1944, IBEW, AFL-CIO
6020 Janestown Road
Harrisburg, PA 17112-2668

Re: Inter-Company Transfers

Dear Ms. Howrychak:

Commencing January 1, 2001, the Company will implement a process which will allow employees to request lateral transfers or downgrades between positions in NY/NE Companies and Mid-Atlantic Companies.

For the purposes of this agreement NY/NE Companies will include:

Verizon New England, Inc.
Verizon New York, Inc.
Empire City Subway Company (Limited)
Telesector Resources Group, Inc.

For the purposes of this agreement Mid-Atlantic Companies will include:

Verizon Pennsylvania Inc.	Verizon Virginia Inc.
Verizon New Jersey Inc.	Verizon Washington, D.C. Inc.
Verizon Delaware Inc.	Verizon West Virginia Inc.
Verizon Maryland Inc.	Verizon Services Corp.

This agreement does not apply to requests for upgrades. This agreement does not apply to employee requests for lateral transfers or downgrades within these companies, among the NY/NE Companies, among the Mid-Atlantic Companies, or to any other employee movements covered by other provisions of the collective bargaining agreements, if any. This agreement will not affect existing staffing procedures in any of the NY/NE or Mid-Atlantic Companies.

Very truly yours,
(Original Signed By)
William C. Hart

(Original Signed By)
Donna K. Howrychak

October 27, 2000

Ms. Donna K. Howrychuk, President/Business Manager
Local Union 1944, IBEW, AFL-CIO
6020 Jonestown Road
Harrisburg, PA 17112-2668

Re: Job Title Review Committee

Dear Ms. Howrychuk:

The parties agree that within three (3) months after ratification of this Memorandum of Understanding, a Joint Union-Company Job Title Review Committee will be established. The objectives of this committee will be (1) to identify job classifications which perform substantially the same or very similar duties, but which carry different designations, and (2) to attempt to reach agreement on a single designation for each such job title to be recommended to the Company and Union bargaining committee(s) for the affected bargaining unit(s). A non-exclusive list of examples of titles which may qualify for this consideration appears on "Attachment A".

The Committee will be composed of five (5) representatives from the Company and its affiliates and a total of five (5) from the Unions. There will be one (1) representative from each Local of the IBEW and one (1) representative from each of the three affected CWA Districts. The Committee will meet a total of at least five (5) times during the years 2000 and 2001 combined.

Any recommendation to use a common designation will not change or otherwise affect the job content or wage rate of any of the involved titles.

Very truly yours,
(Original Signed By)
William C. Hart

(Original Signed By)
Donna K. Howrychuk

Attachment

JOB TITLE REVIEW - ATTACHMENT A

TITLE	DC	MD	VA	WV	DE	PA	NJ
Assignment Technician						X	
Exchange Layout Assigner							X
Apprentice Technician							X
Assistant Technician	X	X	X	X		X	
Cable Splicing Technician	X	X	X	X			
Facilities Technician							X
Splicing Technician					X	X	
Central Office Technician	X	X	X	X			
Network Technician							X
Switching Equipment Technician					X	X	
Coin Box Collector							X
Coin Telephone Collector	X	X	X	X	X	X	
Maintenance Administrator	X	X	X	X	X	X	
Repair Service Clerk							X
RCMAC Clerk	X	X	X	X			X
Translations Administrator					X	X	
Telephone Canvasser - Business					X	X	
Telemarketing Representative	X	X	X	X			X
Systems Technician - Operations							X
Systems Technician - All Others	X	X	X	X	X	X	
Communications Representative	X	X	X	X			
Customer Sales Representative							X
Automotive Equipment Technician	X	X	X	X	X		
Automotive Mechanic						X	
Senior Clerk					X	X	
General Field Clerk					X	X	
General Clerk	X	X	X	X			
Service Analyst							X
Senior Field Clerk					X	X	
Staff Clerk					X	X	X
Senior Service Analyst							X
Special Clerk	X	X	X	X			

May 21, 1995
(Amended 10-27-2000)

Ms. Donna K. Howrylchak
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, PA 17101

Dear Ms. Howrylchak:

During 1995 Common Issues bargaining, the parties agreed to the following regarding joint time for regional committee participation:

Effective May 21, 1995, employee participation on a regional Committee will be paid as joint time. The payment of joint time will be limited to time spent in the meeting(s) plus travel time within the employee's scheduled tour. Furthermore, joint time will not be applicable to those who are on a Union Leave of Absence. The Committees for which joint time will be paid are as follows:

Advisory Committee on Health Care

- Steering Committee
- Working Committee

Advisory Council on Career and Life Strategies

Advisory Council on Labor-Management Relations

Business Expansion Committee

Job Title Review Committee

National Health Care Reform Committee

Operator Services Monitoring

Safety Executive Council

Technology Change Committee

Very truly yours,
(s) Dana W. Blewett
DIRECTOR - LABOR RELATIONS

AGREED:

(s) Donna K. Howrylchak
PRESIDENT/BUSINESS MANAGER -
LOCAL UNION 1944

October 27, 2000

Mr. William D. Huber
President
Local 827, IBEW
263 Ward Street
East Windsor, NJ 08520

Ms. Donna Howrychak
President
Local Union 1944, IBEW
6020 Jonestown Road
Harrisburg, PA 17112-2668

Re: Medical Restrictions - Evaluation By CORE

Dear Mr. Huber and Ms. Howrychak:

For the life of the 2000 agreements, when there is a dispute between the employee's attending physician and the Company's SADBP Administrator (currently CORE) as to whether an employee who is able to work requires medical restrictions (such as, but not limited to, a restriction on the number of hours per day the employee can work or a restriction on how much weight the employee can lift), or a dispute as to the duration of such restrictions, a binding functional capacity evaluation by an independent third party will be arranged by CORE.

The procedures CORE will follow shall be reviewed by the ACHC no later than December 15, 2000, for implementation on January 1, 2001.

Very truly yours,

(Original Signed By)
William C. Hart
Director - Labor Relations
Verizon Services Corp.

August 19, 1989

Mrs. Joan S. Toth
President - Local Union 1944
IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, Pennsylvania 17101

Dear Mrs. Toth:

This letter agreement supersedes the letter agreement of August 10, 1986 on monitoring.

Consistent with the agreement reached on August 9, 1980, remote monitoring for evaluation purposes shall be taken in one observing session per month and limited to the number of calls as specified in the appropriate evaluation plan. For good reasons, an observing session may be split into no more than two observing periods per month. No makeup observing sessions or periods will be taken in the following month unless the operator requests. Feedback shall follow each observing session or period by the end of the tour.

Diagnostic monitoring is permitted on a parallel basis at the operator position, or at the request of the operator on a remote basis, for the purpose of diagnosing training needs. These calls shall be limited to an amount up to 60 calls per month, excluding inexperienced operators with less than 6 months' service and those with inconsistent or unsatisfactory ratings.

Service management observations will be taken only for the purpose of evaluating new or changed practices and procedures, customer acceptance, problems in providing service or equipment problems or disasters. No employee will be discharged or terminated as a result of these observations except for gross customer abuse or discourtesy, fraud or violation of secrecy of communications.

Our approach to monitoring and Productivity measurements will be based on a premise that fosters a work environment that builds on mutual trust and respect and that enhances job satisfaction. Recognizing that the inherent nature of the operator's job creates some stress, the Company intends to introduce programs designed to deal with stress. These programs will be discussed with the Union President prior to implementation.

Very truly yours,
(s) G.A. Voit
Acting Managing Director -
Labor Relations

AGREED:

(s) J.S. Toth
President, Local Union 1944

May 21, 1995

Ms. Donna K. Howrylchak
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, PA 17101

Dear Ms. Regan:

This will confirm our agreement that, during the term of the 1995 Agreement, Group 1 employees (as defined in Subsection 2.01) scheduled to work on Mother's Day will be compensated at two (2) times the employee's basic hourly wage rate for all time worked.

Very truly yours,
(s) Dana W. Blewett
DIRECTOR - LABOR RELATIONS

AGREED:

(s) Donna K. Howrylchak
PRESIDENT/BUSINESS MANAGER - LOCAL UNION 1944

March 23, 1967

Mrs. Margaret M. White, President
Pennsylvania Telephone Union
Local Union 1944, (BEW, AFL-CIO)
203 Market Street, Dauphin Building, Rm. 515
Harrisburg, Pennsylvania 17101

Dear Mrs. White:

In accordance with our recent discussions, the Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning. Each party shall bring to the attention of their respective representatives and all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Very truly yours,
(s) James E. Frantz
General Personnel Manager

ACCEPTED:

(s) Margaret M. White
President

May 21, 1995

Ms. Donna K. Howrytchak
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, PA 17101

Dear Ms. Howrytchak:

Safety is a concern to the Company and the Union, each of whom recognize the need for a work environment where safe operations can be achieved in accomplishing all phases of work. In addition, both parties recognize the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of other employees, customers and the general public.

In an effort to achieve these principles, the Company and the Union agree to establish, during the term of the 1995 Agreement, an advisory committee on the safety concerns, including ergonomic concerns, which specifically apply to the work environment of employees represented by Local Union 1944. The committee shall consist of not more than three Company representatives and not more than three Union representatives. The committee shall meet from time to time as mutually agreed, but not less than two times each year.

The Company agrees to pay as time worked the time actually spent by active employees attending such committee meetings as Union representatives during their assigned tours, as well as the time actually and reasonably spent by them traveling to meetings during such assigned tours.

Very truly yours,
(s) Donna W. Blewett
DIRECTOR-LABOR RELATIONS

AGREED:

(s) Donna K. Howrytchak
PRESIDENT/BUSINESS MANAGER - LOCAL UNION 1944

August 19, 1989

Mrs. Joan S. Toth
President, Local Union 1944
IBEW, AFL-CIO
100 Chestnut Street
Suite 206
Harrisburg, Pennsylvania 17101

Dear Mrs. Toth:

This letter confirms our understanding regarding sales and referral incentive programs reached in 1989 Bargaining.

The Company may develop and implement on and off the job sales and referral incentive programs which will provide participating employees, which may include management, the opportunity to earn merchandise, cash, meals, recognition and other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company. Except for attending informational meetings, participation in sales and referral incentive programs by employees shall be wholly voluntary and shall not be used for evaluation and/or discipline purposes unless there is dishonesty.

The Company agrees to notify the Union of corporate-wide sales incentive programs prior to implementation by the Company. The development, design, size, frequency and/or administration of sales and referral incentive programs, including the amount of merchandise, cash or other awards earned by participating employees, are wholly within the discretion of the Company and are not subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

Very truly yours,
(s) G.A. Vitti
Acting Managing Director -
Labor Relations

AGREED:

(s) J.S. Toth
President, Local Union 1944

August 28 , 1992

Ms. Ruth E. Regan
President/Business Manager
Local Union 1944, IBEW, AFL-CIO
100 Chestnut Street, Suite 206
Harrisburg, PA 17101

Dear Ms. Regan:

This will confirm our understanding during 1992 bargaining regarding clarification of duties of the Service Assistant title.

In addition to any other duties of the title, Service Assistants are expected, in the ordinary course of their job and irrespective of the presence of a management employee, to administer required and scheduled force, administer breaks and "shorts," and perform other administrative functions.

Very truly yours,
(s) Marianne Crompton
ACTING DIRECTOR - LAHOR RELATIONS

AGREED:

(s) Ruth E. Regan
PRESIDENT/BUSINESS MANAGER - LOCAL UNION 1944

October 27, 2000

Ms. Donna Howrychak
President/Business Manager
IBEW Local 1944
6020 Jonestown Road
Harrisburg, PA 17112-2668

Re: Traffic Sharing Wage and Pension Band Commitment

Dear Ms. Howrychak:

Current employees in the titles of Operator, Operator-A, Desk Attendant, and Service Assistant shall remain on their respective wage schedules, including Pension Band, for as long as they continue in their respective titles. If, through no fault of their own, a Service Assistant or Desk Attendant needs to be reassigned to a Carrier Call Center due to surplus or some other business condition, they will continue to perform Service Assistant or Desk Attendant work, if such work is available to be performed. If not, they will be assigned Operator work and be placed on the Group 1 Operator wage schedule and Pension Band.

If, through no fault of their own, an Operator or an Operator - A needs to be reassigned to a Carrier Call Center due to surplus or some other business condition, they will continue to remain on the Group 1 Operator wage schedule and Pension Band.

The above provisions apply exclusively to employees in the Operator, Operator - A, Desk Attendant, and Service Assistant titles as of October 27, 2000.

The Union agrees that all Operators, including former Carrier Call Representatives, can handle Retail and Wholesale traffic interchangeably.

Sincerely,
(Original Signed By)
William C. Hart

I CONCUR: (Original Signed By)
Donna Howrychak

October 27, 2000

Ms. Donna Howrylchak, President
IBEW Local 1944
6020 Jonestown Road
Harrisburg, PA 17112-2668

Re: Carrier Call Representative Wage Reopener

Dear Ms. Howrylchak:

This confirms our agreement between Verizon Pennsylvania Inc. and the International Brotherhood of Electrical Workers Local 1944 to amend the collective bargaining agreement by adding a sixty (60) month Wage Table (See Attachment) to the agreement. This new Wage Table is effective the Sunday after ratification and shall be applicable to existing Carrier Call Representatives, as well as to other employees (other than Operators or Operator-A) hired, transferred or promoted via RAMP or other method into this wage schedule after that date. This includes Operators in either Directory Assistance or Call Completion.

For employees currently in the Operator and Operator-A titles, the existing thirty-six (36) month and sixty (60) month wage schedules respectively, will continue with the Most Favored Nation percentage increases. Employees in the above titles will remain on their respective wage schedule for as long as they continue in the title.

In addition to the above, the parties agree as follows:

Effective January 1, 2001, former Carrier Call Representative's Medical, Dental, Life Insurance and Disability Benefits will be modified to be consistent with the benefits received by Group 1 and Group 2 employees.

Effective January 1, 2001, former Carrier Call Representatives will receive the same Company match or contribution that Group 1 and Group 2 employees receive in the Savings and Security Plan for Non-Salaried Employees.

Effective January 1, 2001, former Carrier Call Representatives will be covered under the provisions of the Verizon Pension Plan for Mid-Atlantic associates. The Pension Band associated with the new wage schedule will be Pension Band 103. Company contributions previously contributed to eligible employees' accounts will become vested effective January 1, 2001, and will remain in the employee's Savings and Security Plan pension plan account. No annual Company contribution will be made to the old CCR pension plan accounts after any final contribution in early 2001 that applies to end of year contributions for service and compensation earned in year 2000. However, all Net Credited Service (NCS) will be used to calculate the pension benefit under the Verizon Pension Plan for Mid-Atlantic Associates.

Effective January 1, 2001, former Carrier Call Representative's will receive the same Working Conditions received by Group 1 Operators. However, Operators, including former Carrier Call Representatives, in the Reading, Altoona, and Scranton offices will have the following exceptions:

The normal daily tour shall be eight hours in length, regardless of the start and end times of the tour. The start and end times of normal daily tours may be scheduled to bridge two consecutive calendar days, but shall not be scheduled more than 24 hours apart. Normal daily tours will be divided into two sessions separated by at least one-half hour between sessions. At least two qualified Operators will be scheduled for any period between 10:00 p.m. and 7:00 a.m. if the office is open during those hours.

"Short evening" tours are not applicable in these offices. However, to the extent that an Operator works an Evening or Night Tour, the associated differential received by Group 1 employees will apply, effective February 4, 2001.

Part Tours will consist of one or two sessions totaling less than eight (8) hours.

In addition to the above exceptions, the following payments will apply to all Operator-B employees as noted on the wage schedule, effective February 4, 2001:

The In-Charge Payment and Training Payment shall be \$3.00 for each session actually worked. Whenever an employee is assigned to and performs these functions for part of a session, a payment of \$1.00 per hour will be made, not to exceed \$3.00 per session. In addition, whenever management assigns an employee to perform Administrative/Clerical functions, each employee so appointed shall be paid a special payment of \$3.00 for each session actually worked.

Sincerely,
(Original Signed By)
William C. Hart

AGREED: (Original Signed By) -
Donna Howrychak

Attachment

Attachment

Operator-B (Applies to CCRs on the payroll the Sunday after the ratification and Operators hired into the wage schedule after that date.)				
Hourly Rates				
Months	Sunday Following Ratification	2/4/01	8/5/01	8/4/02
		4%	3%	5%
0	7.50	7.80	8.03	8.43
6	7.80	8.11	8.35	8.77
12	8.20	8.53	8.79	9.23
18	8.60	8.94	9.21	9.67
24	9.00	9.36	9.64	10.12
30	9.40	9.78	10.07	10.57
36	9.75	10.14	10.44	10.96
42	10.10	10.50	10.82	11.36
48	10.50	10.92	11.25	11.81
54	10.90	11.34	11.68	12.25
60	11.30	11.75	12.10	12.70
Note 1: Employees assigned to perform In-Charge, Training, or Administrative/Clerical functions will receive a \$3.00 payment for each session actually worked effective 2/4/01.				
Pension Band - 103				

MISCELLANEOUS ITEMS FROM 1995 MEMORANDUM OF UNDERSTANDING

After the conclusion of 1995 bargaining the Union requested that the following items from the Memorandum of Understanding be included in this printed contract:

- Competitive Skills Incentive Award
- Corporate Profit Sharing - Enhanced Plan
- Team-Based Incentive Pay
- Voluntary Force Adjustment Incentives

The parties expressly agree the provisions listed above may not be arbitrated, except as provided in Corporate Profit Sharing - Enhanced Plan, paragraph 10.

COMPETITIVE SKILLS INCENTIVE AWARD

These provisions will be effective from January 1, 1996 through August 2, 2003. The following are the terms, conditions and principles for implementation of the competitive skills incentive award.

1. The newly formed advisory Council on Career and Life Strategies (ACCLS) will be chartered to identify specific educational programs and curricula that directly support the development of competitive technological and customer service skills in the telecommunications industry. These designated programs and curricula must be offered by an accredited educational institution such as a community college or technical school.

2. The designated programs and curricula must be available to employees across the seven state region using distance learning technologies or other flexible delivery methods.

3. Tuition for these designated programs and curricula will be paid through the Company's Tuition Assistance Plan and the employee must meet the enrollment requirements of the institution.

4. All programs and curricula pursued by employees will be taken out of hours.

5. Upon successful completion of all of these designated programs and/or curricula, a Competitive Skills Incentive Award will be paid to the employee. The Award will be paid as a single lump sum payment directly to the employee. The Award will not exceed \$750.00 for any one type achievement. The ACCLS will predetermine the size of the Award for each grouping of designated programs or curricula.

6. The Award pool will be established and funded by the Companies as part of general ACCLS funding.

7. The ACCLS will be responsible for reviewing and tracking the quality and relevancy of each of the designated programs or curricula and the education institutions. The ACCLS will also be responsible for communicating and educating employees on the available programs, enrollment and award information.

CORPORATE PROFIT SHARING - CPS

The following Corporate Profit Sharing Plan shall apply during the term of this Amendment, in place of the prior terms of the plan:

Section 1. Plan Purpose. *The Corporate Profit Sharing Plan ("CPS") is designed to encourage and reward employees for their contribution to Company profits.*

Section 2. Plan Years. The Plan will provide awards for results in calendar years 2000, 2001 and 2002, with awards payable in 2001, 2002 and 2003.

Section 3. Eligibility.

(a) **Eligible Employees.** Full-time and part-time regular, term and temporary employees who are on the payroll for at least 90 days during an applicable Plan Year will be eligible to receive a CPS Distribution to the extent earned and payable. Employees who resign or are discharged for cause prior to December 31 of the Plan Year forfeit their eligibility to receive a CPS Distribution.

(b) **Proration for Partial Years.** For an employee who is employed more than 90 days, but less than 12 months, of the Plan Year, the employee's CPS Distribution will be prorated by twelfths to correspond to the number of months of participation during the Plan Year. For purposes of proration, a month will be taken into account if the employee is actively participating on the first day of the calendar month.

(c) **Proration for Part-Time Employees.** CPS Distribution for each eligible part-time employee will be prorated as a percent of the normal workweek for a full-time employee in the same title.

Section 4. Time Worked and Leaves of Absence. The following will count as time on the payroll for CPS Distributions:

(a) Absence attributable to approved sickness or accident disability up to accrued FMLA leave.

(b) Departmental leave (up to 30 days).

(c) Time that an employee is eligible to receive pay for Military Leave.

(d) Up to 30 days for Anticipated Disability Leave and Child Care leave combined.

(e) Up to 30 days for any other approved leave.

An employee shall not lose eligibility if, on December 31 of the applicable Plan Year, the employee is absent for one of the reasons stated in (a) through (e) above.

Section 5. Separations. An employee who is otherwise eligible for a CPS Distribution will not lose eligibility due to the following separations (so long as the employee has a period of at least 90 days of active participation during the Plan Year):

(a) Retirement

(b) Separation due to force surplus

(c) Transfer (or a quit/hire, with a break not exceeding 30 days) to another company that participates in this Plan or to an affiliated company with a collectively bargained corporate profit sharing plan that is substantially similar to this Plan, and the employee is on the payroll of such company on December 31 of the same year

(d) Death of the employee

(e) Promotion to management, and the employee is on the payroll of the company in which he or she is employed as a manager on December 31 of the same year

An employee who is separated from the active payroll for the above reasons will receive a CPS distribution that shall be prorated as described in Section 3.

Section 6. CPS Distribution Calculations.

(a) Standard Award. The "Standard" CPS Distribution shall be as follows:

<u>Performance Year</u>	<u>Standard CPS Distributions</u>	<u>Year Payable</u>
2000	\$500	2001
2001	\$500	2002
2002	\$500	2003

(b) Performance Percentage. The actual CPS Distribution per eligible employee will be calculated by multiplying the "Standard" CPS Distribution by a "Performance Percentage" for the Plan Year that shall not be less than 0% and not more than 200%. The "Performance Percentage" shall be based on the performance percentage that is applicable to the financially driven component of the short-term annual cash incentive award (the "STIP" award) payable for that performance year to the Chief Executive Officer(s) of Verizon Communications (the "CEO"). The Performance Percentage for this Plan for a given year shall bear the same relationship to 200% as the performance percentage that is awarded to the CEO for financial results in that year bears to the maximum percentage available to the CEO for financial results under the STIP plan. For example, for any performance year in which the performance modifier for the CEO is based on a range from 0% to 200%, then the Performance Percentage under this Plan shall be equal to the performance modifier applicable to the CEO for the same performance year. For any performance year in which the performance modifier for the CEO is based on a range from 0% to 100%, then the Performance Percentage under this Plan shall be equal to the product of two times the performance modifier applicable to the CEO for the same performance year.

(c) Minimum Payout. Notwithstanding paragraphs (a) and (b) above, the minimum distribution for Performance Year 2000 will be \$500, the minimum distribution for Performance Year 2001 will be \$600, and the minimum distribution for Performance Year 2002 will be \$700; subject in all cases to prorating under Section 3.

Section 7. Information Requests. The Company agrees to provide to the Union upon request with publicly disclosed information about the STIP compensation of the CEO. With respect to information not publicly disclosed, the Company will only provide the Union with the following:

- (a) A copy of the approved STIP achievement scale for the performance year, which sets out the financially driven performance modifiers that would be applicable to various financial results for the year. The unions will treat this information as confidential and proprietary information and will not disclose the information to any person for any purpose other than monitoring the administration of the CPS program.
- (b) A report on the outcomes of the factors that affect the financially driven component of the CEO's STIP award for a performance year. This information will be provided as soon as practicable after the end of the performance year.

- (c) A summary of the total CPS distribution payments which eligible employees received under the Plan. This information will be provided as soon as practicable following the end of the Plan Year.

Section 8. Payment of CPS Distributions. CPS Distributions, when earned, will be paid by separate payroll remittance (EFT or check) not later than March 15th of the year immediately following the Plan Year. *For eligible employees who are no longer employed at the time of payment, the Company will be deemed to have satisfied its obligation to pay the CPS award if it sends payment to the eligible recipient's last known address.* Each such payment shall be subject to the applicable federal withholding rate for non-recurring payments (currently, a 28% flat rate), and other applicable payroll taxes.

Section 9. Benefit-Bearing Treatment of CPS Distribution. When paid, a CPS distribution will be treated as eligible benefit-bearing pay solely for the following purposes:

- (a) The CPS distribution will be taken into account for purposes of the Supplemental Monthly Pension calculation under the qualified pension plan.
- (b) The CPS distribution shall be treated as eligible benefit-bearing pay which may be contributed to the qualified Savings and Security Plan according to the same contribution percentage (if any) as is in effect for regular wages at the time the CPS distribution is paid (and the same terms and conditions for pre-tax or after-tax treatment, and for qualifying for applicable company matching contributions).
- (c) To the extent that an employee is eligible for the one-times-pay death benefit under the qualified pension plan (subject to applicable caps on such death benefit), the last CPS distribution paid to an employee prior to an employee's death shall be taken into account (to the extent it does not cause the death benefit to exceed the applicable cap).
- (d) The last CPS distribution paid to an employee prior to an employee's death shall be taken into account under the terms of the group term life insurance plan for active employees.
- (e) The CPS distribution may be taken into account for union dues to the extent determined appropriate by the union representing the employee.

CPS distributions will not be included in calculations for any other purposes.

Section 10. Grievances and Arbitration. The employee's employing company shall have the discretion to administer this Plan according to its terms. The employing company's interpretations and determinations under this Plan shall be final and binding. The employee's union representative may present grievances relating to matters covered by the Plan but neither the Plan nor its administration shall be subject to arbitration, except that the limited issue of an employee's eligibility to participate in a specific distribution under the Plan shall be arbitrable. Any "make-whole" arbitration award (which reinstates an employee with full back pay) shall include any applicable CPS distribution for the Plan Year in which the employee had been separated from employment if the employee was otherwise eligible and did not otherwise receive a distribution for the applicable Plan Year.

TEAM BASED INCENTIVE PLAN

From time to time, the Companies may implement team-based incentive pay linked to service, productivity and/or other business related standards set by lines of business or business units up to 10% of annual basic wage rates. These non-benefit-bearing payments may be paid monthly, quarterly, semi-annually or annually. Teams may be at career level 03 (2nd tier manager level) or larger groups. The Company will meet with the Union to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

VOLUNTARY FORCE ADJUSTMENT INCENTIVES

These provisions will be effective from May 21, 1995 through August 2, 2003.

Whenever, the Company advises the Union that there exists an occasion to reduce force, the Company shall determine the extent of the reduction required, the effective date or dates thereof, and the job titles, work groups and localities affected. The Company shall, prior to implementation, give at least thirty (30) days notice to the applicable IBEW Local of its intention to offer voluntary force adjustment incentives and negotiate with the Union the method or methods to be used. To the extent such Voluntary Force Adjustment Incentives are not already permissible under current contractual provisions (e.g., Income Security Plan (ISP), Enhanced ISP) such incentives will be implemented only with the Union's concurrence. To the extent feasible, the objective will be to give affected employees choices among incentives, including combinations of the following:

- special leaves of absence, including but not limited to:
 - leaves for extended periods of time,
 - leaves with some or all benefits paid by the Company, and/or
 - leaves with full or partial service credit;
- special assignments, with or without partial or complete wage protection;
- special severance benefits, including but not limited to:
 - severance pay,
 - supplemental unemployment compensation,
 - training or retraining,
 - outplacement assistance,
 - relocation benefits, and/or
 - some or all benefits paid by the Company for specified period after separation;
- special pension benefits, including but not limited to:
 - increases in pension band amounts
 - pre-Social Security age supplements,
 - reductions or waivers of early retirement discounts,
 - imputation of additional years of age/or service for pension eligibility and/or computation of pension amounts,
 - other pension supplements, and/or
 - lump-sum or partial lump-sum payment options

If and when such incentives are offered, affected employees will be notified of any eligibility conditions, such as:

- deadlines, including deadlines for filing written elections, separation from service, commencement of leave, and retirement; and
- limitations on employees eligible, including limitations on the number of employees by location, title, work group, and minimum age and/or service. If the Company decides to impose limitations on the number of employees in a location, title and/or work group, the Company may accept employees in order of either seniority or combined age and seniority.

Such incentives may be offered when other force adjustment measures (such as the Income Security Plan or layoff) otherwise would be required. If the Company already has notified the Union of such other force adjustment measures, those measures may be postponed pending the outcome of these voluntary incentives. In such a case, if the number of employees who accept these voluntary incentives is insufficient to eliminate the surplus condition, the other force adjustment measures may be reinstated. Any notices already provided to the Union will contin-

ue to apply to the reinstated force adjustment measures and any required time periods need not be extended.

In the event that the number of employees accepting a voluntary incentive is insufficient to eliminate the surplus condition, and employees in the same job title, work group and locality are offered Income Security Plan (ISP) or Enhanced Income Security Plan (EISP) benefits, any employee who accepted a special leave of absence or special assignment, may elect instead to be included in the ISP or Enhanced ISP offer; and any employee who accepted special severance benefits totaling less than the ISP or Enhanced ISP benefits will be entitled to receive the difference.

In the event voluntary incentives are insufficient to eliminate the surplus condition, nothing contained in these Voluntary Force Adjustment Incentives provisions shall be deemed to modify or interpret the layoff provisions of the local collective bargaining agreements.

MISCELLANEOUS ITEMS FROM 1998 MEMORANDUM OF UNDERSTANDING

After the conclusion of 1998 bargaining the Union requested that the following items from the Memorandum of Understanding be included in this printed contract:

Short Notice Excused Work Days (SNEWDs)

The parties expressly agree the provisions listed above may not be arbitrated.

Vacation Scheduling Percentages

SHORT NOTICE EXCUSED WORK DAYS (SNEWDs)

Effective, January 1, 2001, and continuing for the calendar years 2001, 2002, and 2003, notwithstanding the applicable Excused Work Day provisions in the local collective bargaining agreements, requests to supervision for up to three (3) paid Excused Work Days and one (1) unpaid Excused Work Day will be granted on short notice to employees eligible for paid and unpaid Excused Work Days under the following conditions:

1. The employee must request time off on short notice prior to the start of a scheduled tour or half-tour, but no more than twenty-four (24) hours prior to the start of the scheduled tour or half-tour.
2. The Company will grant all Excused Work Days on the basis of the earliest request(s) to supervision provided that the Company may deny and all requests which would result in less than eighty percent (80%) of the scheduled force being available for duty.
3. The work group shall be the same as the group designated for purposes of vacation selection.
4. Short Notice Excused Work Days may be taken in one-half (1/2) day increments; however, no more than one full day may be requested at any one time.
5. In each work group, the Company may designate up to four (4) work days in any month as unavailable for Short Notice Excused Work Days. Such designations will be made in accord with work schedule posting requirements.
6. The Company will have the right to deny any and all requests during any severe service disruption that may be caused, for example, by a natural disaster or other calamity (e.g., fires, explosions, civil disturbances, wars, acts of terrorism, major utility and transportation disruptions).

Disputes regarding the application of the terms and conditions of Short Notice Excused Work Days may be submitted to the grievance procedure; however, neither these provisions nor their interpretation and application shall be subject to arbitration.

VACATION SCHEDULING PERCENTAGES

During 2001, 2002 and 2003, at least 18% of the employees in each vacation administrative work group shall be permitted to schedule off in a given week.

Where the application of the percentage figure specified above results in other than a whole number, the number yielded will be rounded up to the next whole number.

Those work groups whose vacation availability is currently greater than the percentage specified above, will not be required to reduce their vacation scheduling availability in 2001, 2002 and 2003.

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This amended Agreement includes the provisions of the following Agreements:

Date of Execution	Date Effective		Date of Termination
	Other	Wages	
6/25/47	7/16/47	7/13/47	7/16/49
	(9/28/47, 6-hr. evening tour provision)		
10/ 9/48	10/ 3/48	—	10/ 3/50
10/ 3/50	10/ 1/50	10/15/50	10/ 1/52
4/25/52	4/27/52	4/27/52	4/25/53
5/21/53	5/21/53	5/24/53	5/24/54
6/19/54	6/19/54	6/13/54	6/22/55
6/22/55	6/22/55	6/26/55	6/20/56
6/ 6/56	6/ 6/56	6/17/56	6/ 5/57
6/12/57	6/16/57	—	9/16/58
9/16/58	9/21/58	—	9/16/59
9/18/59	9/20/59	—	12/14/60
1/ 6/61	1/ 8/61	—	1/10/62 (*)
1/10/62	1/ 9/62	1/14/62	1/ 9/63 (*)
1/ 9/63	1/ 8/63	1/13/63	1/ 8/64
1/ 9/64	1/ 9/64	1/12/64	3/ 3/65 (*)
3/10/65	3/ 9/65	3/14/65	3/ 9/66 (*)
3/15/66	—	3/20/66	3/16/67
(L)3/23/67	3/23/67	3/26/67	9/11/68 (+)
8/ 7/68	8/ 7/68	8/ 4/68	
		8/ 3/69	
		8/ 2/70	8/ 4/71
8/ 5/71	8/ 5/71	8/ 1/71	
		7/30/72	
		8/ 5/73	7/28/74
8/11/74	7/28/74	7/28/74	
		8/ 3/75	
		8/ 1/76	8/ 6/77
8/13/77	8/ 7/77	8/ 7/77	
		8/ 6/78	
		8/ 5/79	8/ 9/80

(*) Wage Reopener.

(L) 3 year agreement, terminating 3/11/70.

(+) Full agreement negotiated in lieu of 9/11/68 wage reopener.

