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Title: **Verizon Delaware Inc. (Verizon Services Corp.) and Communications Workers of America Local 13100 (2003)**

K#: **7**

Employer Name: **Verizon Delaware Inc. (Verizon Services Corp.)**

Location: **DE**

Union: **Communications Workers of America**

Local: **13100**

SIC: **4813**

NAICS: **517110**

Sector: **P**

Number of Workers: **1000**

Effective Date: **8/3/2003**

Expiration Date: **8/2/2008**

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ACCEPTED FOR THE YEAR 1951

VERIZON TELEPHONE SERVICE INC.
VERIZON TELEPHONE SERVICE INC.

AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1010

THE DISTRICT STATE LOCAL UNION
COMMUNICAL UNION
CWA - LOCAL 1010

November 30, 1951

An Amended

Duration: 8/3/03 - 8/2/08

23508

10/2/16

This amended agreement includes the provisions of the following amending agreements

Date Effective

<u>Date of Execution</u>	<u>Other</u>	<u>Wages</u>	<u>Date of Termination</u>
7/20/71	7/20/71	7/18/71 7/16/72 7/15/73	7/20/74
8/11/74	7/21/74	7/21/74 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
8/16/80	8/10/80	8/10/80 8/ 9/81 8/ 8/82	8/ 6/83
8/23/83	8/ 7/83	8/23/83 8/ 5/84 8/ 4/85	8/ 9/86
8/14/86	8/10/86	8/10/86 8/ 9/87 8/ 7/88	8/ 5/89
8/28/89		8/27/89 8/ 5/90 8/ 4/91	8/ 8/92
8/28/92		8/ 9/92 8/ 8/93 8/ 7/94	8/ 5/95
1/25/96		12/31/95 12/29/96 12/28/97	8/ 8/98
8/11/98		8/ 9/98 8/ 8/99	8/ 5/00
8/23/00		8/ 6/00 8/ 5/01 8/ 4/02	8/ 2/03
9/5/03		8/ 3/03 8/ 1/04 8/ 7/05 8/ 6/06 8/ 5/07	8/ 2/08

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THIS AGREEMENT, entered into on September 5, 2003 between VERIZON DELAWARE INC., a corporation organized under the laws of the State of Delaware, VERIZON SERVICES CORP. (herein collectively called the "Company") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO on Behalf of its affiliated Local 13100, THE DIAMOND STATE TELEPHONE COMMERCIAL UNION, an unincorporated association;

WHEREAS, on November 30, 1951, 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 2, 2003 as provided in Article 31 thereof; and

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

NOW THEREFORE, the parties agree that the Agreement of November 30, 1951, as amended, shall be further amended in accordance with the following:

ARTICLE 1

DEFINITIONS

- 1.01 "Employee" means an employee in any of the occupations listed in Article 2 of this Agreement who is employed in any of the following organizations (understood in prior agreements to mean Commercial or Sales department):
- (a) Residence Sales and Service Centers
 - (b) General Business Centers
 - (c) Receivables Management Call Centers
 - (d) Business Collection Centers
 - (e) Public Communications
 - (f) Large Business Customer Services
- 1.02 The "basic weekly wage rate" is the amount paid "Regular Full-Time Employees" for a "normal work week" of 37½ hours. It does not include extra payments for non-scheduled hours of work or for work on Holidays or Sundays.
- 1.03 The "basic hourly wage rate" is the basic weekly wage rate divided by 37½.
- 1.04 A "location" is one of the cities or towns referred to in Exhibit C of this Agreement.
- 1.05 Any provision of this Agreement which refers to an organizational or operating unit of the Company shall apply to such unit as may be established by the Company from time to time during the term of this Agreement.
- 1.06 The term "service" when referring to an employee means the employee's net credited service unless it is clear that some other meaning is intended.

- 1.07 "Net credited service" means 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.
- 1.08 The use of the masculine or feminine gender in this contract shall be construed as including both genders and not as sex limitations, unless the contract clearly requires a different construction.
- 1.09 The "Union" means the Diamond State Telephone Commercial Union, CWA, Local 13100 and/or Communications Workers of America, AFL-CIO.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent of the employees in the following occupations for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment:
- Coin Telephone Collector
 - Collection Representative
 - Commercial Representative
 - Consultant
 - Customer Service Clerk
 - ET Coordinator
 - General Clerk
 - Public Communications Sales Representative

Sales Representative
Senior Clerk
Service Representative
Staff Clerk
Stenographer-Clerk

- 2.02 Employees assigned by the Company to confidential work shall not hold membership in or be represented by the Union. Not more than two employees shall be assigned to such work at one time. Each employee who, as of the effective date of this Article, is doing confidential work and whom the Company wishes to classify as confidential employee will be so advised and will be given a job of comparable status and pay if the employee desires to remain a member of the Union. The Company will not discriminate against any employee because of any choice made by the employee under this Section. Any charge that the Company has discriminated because of a choice made under this Section shall be reviewed in accordance with Article 13.

ARTICLE 3

DEDUCTIONS OF UNION DUES PAYMENTS

- 3.01 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 he 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.

ARTICLE 4

ABSENCE FOR UNION BUSINESS

- 4.01 To the extent the Company determines that service requirements permit, employees who are elected or appointed to represent the Union will be excused without pay or given leaves of absence to attend to Union business in accordance with the provisions of this Article.
- 4.02 During each year the Agreement is in effect, the maximum excused time which will be granted without pay to other than full time Union officials to attend to Union business is:

<u>Title</u>	<u>Cumulative Total of Excused Scheduled Time</u>
President	
Recording Secretary, Secretary-Treasurer,	370 Days
Vice President, collectively*	
Other Executive Committee Members	30 Days Each
Members appointed by Union to perform delegated duties	5 Days

* The President will spend a minimum of 35 days per contract year performing his or her regular job duties for the Company and the Recording Secretary, Secretary-Treasurer and Vice President each will spend a minimum of 75 days per contract year performing his or her regular job duties for the Company.

- 4.021 Excused time does not include joint conference time.
- 4.022 Requests for excused time shall be made to the immediate supervisor as far in advance as possible, but not later than three days, exclusive of Sunday, prior to the absence unless it is not possible to do so.
- 4.023 A single period of excused unpaid time shall not exceed thirty consecutive calendar days.
- 4.03 A leave of absence without pay will be required:
- (a) If a Union official is on full time Union business.
 - (b) If the total excused time specified in Section 4.02 is exceeded.

- (c) If the excused time is to exceed 30 consecutive calendar days.
- 4.031 When leave of absence is required in accordance with Section 4.03, the Union will certify the facts to the Company. All requests for leave of absence shall be made as far in advance as possible. Unless it is not possible to do so, such request shall be made to the employee's immediate supervisor not less than eight days, exclusive of Sunday, prior to the absence. The total number of employees on leave of absence for Union business shall not exceed two at any one time unless special approval of the Company is obtained.
- 4.032 Leave of absence shall include any period of Excused Scheduled Time taken under 4.02 in the agreement year in which the leave of absence is granted.
- 4.033 During any such leave of absence the employee shall be entitled to Death Benefits.

During any period of leave of absence as required by Section 4.03, the employee shall pay the premiums for the Dental Expense Plan, Vision Care Plan, Supplementary Group Life Insurance Program and Dependent Group Insurance Plan. The Company shall pay the premiums for the 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.

- 4.034 Employees, upon return from a leave of absence, shall be reinstated to their former occupation unless conditions have so changed 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.
- 4.035 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.
- 4.036 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, 1983; however, service credit will be given for leave of absence for Union business subsequent to August 7, 1983.
- 4.04 Employees who attend joint conferences of Representatives of the Union and Company while on leave of absence shall not receive pay from the Company for such periods of time. No change shall be made in an employee's basic wage rate

either during a period of excused absence or during a period of leave of absence.

- 4.05 No member, Representative or Officer of the Union shall engage in any Union activity on Company time except as provided in this Agreement.

ARTICLE 5

TRANSFER AND PROMOTION OF UNION REPRESENTATIVES

- 5.01 The Company will not promote or transfer a Representative of the Union without giving written notice of its proposed action to the Union, if the promotion or transfer will affect the status of the employee as a Representative of the Union and is for a period of more than six months or is for a period of more than six weeks, if it would require the employee to work in a building other than the one in which he normally works. If the Union objects in writing within two weeks of the notification, the Company will not make the promotion or transfer. The Union will keep the Company Labor Relations Manager advised of the names of all its Representatives so that the Company may give any required notice. Failure of the Union to notify the Company that an employee is a Representative will relieve the Company from the provisions of this Article as to that employee.

ARTICLE 6
UNION BULLETIN BOARDS

- 6.01 The Union will have the right to erect bulletin boards at its own expense, except that the location, number and construction of such bulletin boards will be subject to the approval of the Company. The Union agrees not to post any objectionable matter on the bulletin boards. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices. Should the Union post any objectionable matter and/or unsigned notices, on the complaint of the authorized representative of the Company to a representative of the Union, such material will be immediately removed by the Union. If a representative of the Union is not immediately available, the authorized representative of the Company shall have the right to remove immediately any objectionable material without prior notice to the Union.

ARTICLE 7
WAGES

- 7.01 The wage rates to be paid to Regular and Temporary 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 C attached to and made part of this Agreement.

ARTICLE 8
WORKING CONDITIONS

- 8.01 The "Working Conditions", marked Exhibit A, attached hereto, are incorporated as part of this Agreement and will continue in effect during the period covered by this Agreement.

ARTICLE 9
LAYOFFS AND PART-TIMING, MADE NECESSARY BY
REDUCTION IN THE VOLUME OF WORK

- 9.01 Reduction in work time may be accomplished by part-timing, or layoffs, or a combination of the two. The Company will determine the necessity for reductions in work time, the amount of the reductions and the locations and occupations to be affected. This Article shall not apply to any reduction in work time or to any reduction in the work force caused by emergency conditions, resulting in temporary furloughs.
- 9.02 As used in this Article, "service" means the period of time since the Verizon service date, which date appears on the Company's records for each employee, and 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 which has not

already been included in determining the employee's Verizon service date.

9.03 As used in this Article, a "Service Group" consists of all employees in any one occupation in a location as defined in Article 1 of this Agreement whose service, as defined in Section 9.02, began in a particular calendar year. Service Groups are designated by numbers, No. 1 consisting of employees whose service began in the current year, No. 2 consisting of those whose service began in the preceding calendar year, etc.

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

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

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

9.05 *Incidental Layoffs*

9.051 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 a location which may be necessary because of the normal fluctuation of business or because of minor readjustments of force when a general layoff is not anticipated. Each employee so laid off will be paid a layoff allowance in accordance with the terms of Section 9.08.

9.052 When employees are to be laid off under the provisions of 9.051, they will be laid off to the extent necessary in the following order:

- (a) Service Groups 1 and 2 in numerical order. All employees in each Service Group will be considered to have the same service.
- (b) Remaining employees in the affected occupation in the location in Service Groups 3 through 9 in inverse order of seniority. The Company may, without regard to seniority, retain up to 5% of the employees in each of the Service Groups 3 through 9.

9.053 The President of the Union will be notified, in writing, of the names of the employees retained under the provisions of Section 9.052. The employees retained under Section 9.052 will not be transferred or laid off in order to avoid transferring or laying off employees with greater service.

9.054 Nothing herein shall be construed as prohibiting the Company from reassigning an employee to another occupation.

9.06 *General Layoffs*

9.061 If the procedure under Sections 9.04 and 9.05 does not reduce the work time in an occupation in a location to the extent the Company determines to be necessary, the Company will give at least 40 days' written notice to the President of the Union of the necessity for further reducing work time by part-timing, or layoffs, or both. During the period of this notice, the Company

will discuss with the Union the proposed plan for work reduction and the Company will give consideration to the suggestions offered by the Union before arriving at the final decision as to the method to be pursued.

9.062 No employee, other than those covered by Sections 9.04 and 9.05 will be laid off in any occupation while there is an employee in that occupation with less service, except as provided in this Section. When employees are to be laid off in any occupation in any location, they will 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.
- (c) Service Groups 1 and 2 in numerical order, all employees in each Service Group being considered as having the same service.
- (d) Remaining employees 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 3 through 15.

9.063 Nothing herein shall be construed as prohibiting the Company from reassigning an employee to another occupation.

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

"The employees retained under the provisions of Section 9.062(d) will not be transferred or laid off in order to avoid transferring or laying off employees with greater service.

9.07 If, as a result of the order of layoff of employees, as specified in Section 9.06, it is necessary to transfer the employee in a given location with the least service to another location anywhere in the Company, to replace an employee in that location with less service who is to be laid off, or if an employee who is about to be laid off requests to be transferred to a job in another occupation anywhere in the Company, which is either unfilled or held by an employee with less service, the employee will be transferred to the unfilled job or to the job of the employee with the least service, provided the employee has prior experience in the job to be filled and is qualified, in the judgment of the Company, to take the job without additional training.

9.071 If the employee does not meet the above qualifications or does not accept the transfer within seven days, the employee may be laid off and the employee with less service retained.

9.072 In any case where a transfer results from a lay-off under this Section, the employee transferred will not be paid for any travel time or reimbursed for any expenses resulting from the transfer.

9.08 *Layoff Allowances*

9.081 Each employee laid off, except employees who are offered and refuse employment in a related

or reasonably equivalent occupation and within reasonable commuting distance (that is, where the increased distance between the proposed place of employment and the employee's home is less than 35 road miles, using the shortest of the more commonly traveled routes between the locations involved), will be paid a layoff allowance in accordance with the following, except that Section 9.08 will not apply to Temporary and Occasional employees nor to employees engaged for a definite period of time or for the duration of a specific project:

- (a) An employee with five years' 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.

- (e) For this purpose, service shall be counted from the employee's Verizon service date, and in computing such 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 as a full year.

9.082 A week's pay for a Regular Full-Time Employee will be at the employee's basic weekly wage rate. A week's pay for a Regular Part-Time Employee engaged or re-engaged prior to January 1, 1981 will be the employee's average weekly earnings, exclusive of compensation for any extra time worked or premium paid, during the last three months preceding the lay-off. A week's pay for a Regular Part-Time Employee engaged or re-engaged on or after January 1, 1981 will be based on the employee's "part-time equivalent work week", in accordance with the provisions of Subsection A12.05. In addition, each employee will be paid for any vacation to which the employee may be entitled.

9.083 If an employee who has been laid off and received a layoff allowance is reemployed and the number of weeks since the date of layoff is less than the number of weeks of allowance paid, less vacation payment, if any, 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.

9.084 If an employee who has been laid off and given a layoff allowance is subsequently reemployed 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 continuous service in the Verizon Services Group since the date of the last reemployment plus any portion of the prior layoff allowance which has been refunded to the Company.

9.09 Before offering employment to new employees in an occupation (except to employees taken over from other telephone companies at the time of either the purchase of the physical properties of such other companies or the consolidation or merger of such other companies with the Company), the Company will offer employment to former employees in such occupation who have been laid off as follows:

- (a) Employees in service groups 10 and over who have not been laid off more than three years—in the inverse order of layoff.
- (b) Employees in service groups 3 to 9, inclusive, who have not been laid off more than two years—in the inverse order of layoff.
- (c) Employees in service groups 1 and 2, who have not been laid off more than two years,— in the inverse order of service groups. All employees in each such service group shall be considered as having the same service.

The Company's offer will be made in writing and mailed to the last known address of the employee and a copy furnished to the Union.

- 9.091 Such a former employee will be employed if the employee can meet the requirements of the available job, and if the employee responds within ten days and is available for duty within twenty days from the date the employee is offered employment. In the event the employee is unable to report within twenty days the case will be given special attention and the Company may waive the twenty-day limitation. In the case 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.
- 9.10 For employees who are part-timed the number of hours constituting the "normal work week" or the "normal work day" will be reduced by the extent of the part-timing and the provisions of Exhibit A regarding the scheduling of work-time will be modified accordingly. Payments to such employees for time worked or for time not worked, will be at the employee's basic weekly wage rate reduced by the then current degree of part-timing. Vacation payments will be computed at the employee's basic hourly wage rate on the basis of the average number of normal work week hours scheduled per week during the first four weeks of the six-week period immediately preceding the part-timing.

ARTICLE 10
PENSIONS AND BENEFITS

- 10.01 During the life of this Agreement the Company will not:
- 10.011 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.
 - 10.012 Make any change in the Plans which would increase or enlarge the benefits or privileges provided by the Plans for employees within the bargaining unit without notice to the Union and an offer to bargain during the thirty days following such notice.
- 10.02 Any claim that this Article has been violated may be submitted to arbitration under Article 14 of this Agreement. However, nothing herein shall be construed to subject the Plans or their administration or the terms of a proposed change to arbitration.

ARTICLE 11
GRIEVANCES

- 11.01 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 immediate management supervisor of the employee in an effort to reach a mutually acceptable adjustment.

- 11.011 Grievances must be presented within thirty (30) calendar days from the time the employee has knowledge of the act which is the basis of the dispute.
- 11.012 Any settlement or adjustment of a grievance at the first step shall be binding only for the particular grievance and shall not constitute precedent. Such settlements shall not be used in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.
- 11.02 *Processing of Grievances Beyond the First Step of the Grievance Procedure*
- 11.021 A written statement will accompany any grievance which is presented at the second step of the grievance procedure. This statement, signed by either the grievant or the Union, shall contain pertinent information, including the circumstances giving rise to the grievance, places, times, dates, names of the employees involved, the Section of the Agreement, if any, alleged to have been violated, and the remedy requested. The statement will remain with the grievance throughout the grievance procedure.
- 11.022 *Grievances Involving Discipline Only —*
- 11.0221 If the matter is not satisfactorily adjusted at the first step, the Union shall present the grievance to the second tier supervisor. Grievances must be presented at the second step within fourteen (14) calendar days of the

answer provided at the first step. The grievance shall be heard at the mutual convenience of the parties but in any event within three weeks from the date the grievance is placed on the agenda at second step.

11.0222 If the matter is not satisfactorily resolved at the second step, the Union shall present the grievance to the third tier supervisor or his or her second tier management designee within fourteen (14) calendar days of the answer provided at the second step. This third step shall be the final step prior to arbitration unless there is no third tier supervisor. In this case, the Company's answer at the second step shall be considered as the final step prior to arbitration.

11.0223 If both parties agree, the second and third steps can be combined into a single meeting. In this case, this meeting would be the final step in the procedure prior to arbitration.

11.023 *Grievances Involving Matters Other Than Discipline Only* —

11.0231 If the matter is not satisfactorily adjusted at the first step, the Union shall present the grievance to the third tier supervisor or his or her second tier management designee, or in the case

of a grievance over a promotion, to the Director of the supervisor who effected the promotion, or his or her second tier management designee, within fourteen (14) calendar days of the answer provided at the first step. If there is no third tier supervisor, the Union shall present the grievance to the second tier supervisor.

11.0232 If the matter is not satisfactorily resolved at the second step, the Union shall present the grievance directly to the Labor Relations staff within fourteen (14) calendar days of the answer provided at the second step. The grievance must be heard within four (4) weeks after it is presented to the Labor Relations staff. The Labor Relations staff shall be the final step prior to arbitration.

11.03 The scope of the grievance may be enlarged or reduced at any step of the grievance procedure with the mutual consent of the parties.

11.04 Grievances held pending for further review shall be answered within seven (7) calendar days after presentation at the first step and fourteen (14) calendar days at the second and third steps. Nothing herein shall preclude the parties from arranging for different time periods whenever deemed appropriate by them or waiving any step except the final step.

- 11.05 If any grievance is not presented within the time limits specified, unless the parties have agreed to an extension of time or the delay is caused by the Company, the grievance or controversy shall be considered closed.
- 11.06 The Company may initiate grievances with the Representatives of the Union at any step of the grievance procedure. When the Company initiates a grievance, the same time limits will apply.
- 11.07 If, at any time, a controversy should arise between the Union and the Company regarding the meaning or application of any provision of this Agreement or regarding a claim that either party has not performed a commitment of this Agreement, the controversy shall be reviewed in accordance with the preceding Sections of this Article. If the controversy is processed under these Sections and is not satisfactorily settled, the Union or the Company, by written notice specifying the Section of the Agreement alleged to be violated, may submit the question under dispute to arbitration in accordance with the provisions of Article 14 of this Agreement. Such written notice of arbitration must be given no later than thirty (30) calendar days from the Company's or the Union's answer or the expiration of time within which to answer at the final step of the grievance procedure. If written notice of arbitration is not given within the time specified, the grievance shall be considered settled. Awards shall be retroactive to the extent provided in Article 15 of this Agreement.

- 11.08 Nothing in this Agreement in any manner affects the right of an individual employee or group of employees to present grievances to the Company under Article 11 nor affects the rights of the Union under the National Labor Relations Act, as amended. The Company agrees, however, that after a grievance arising under any provision of this Agreement has been referred to a Union Representative and such Representative has dealt with a Company Representative with respect thereto, no Company Representative will adjust or attempt to adjust the grievance with the employee or employees involved unless a Union Representative is first given an opportunity to be present at the adjustment.

ARTICLE 12

DEMOTIONS FOR MISCONDUCT, DISCHARGES AND SUSPENSIONS

- 12.01 The demotion for misconduct, discharge or suspension of any employee may be processed in accordance with the provisions of Article 11.
- 12.02 In the event the Union, within 30 calendar days after the demotion for misconduct, discharge or suspension of any employee having six or more months of continuous service, exclusive of time spent in initial formal training, charges that such employee has been demoted for misconduct, discharged or suspended without proper cause, the charge shall be reviewed in accordance with the

provisions of Article 11. If the controversy is processed under that Article and not satisfactorily settled, either party may submit by written notice the question to arbitration as provided in Article 14 of this Agreement. Such written notice must be given no later than 30 calendar days from the Company's or the Union's answer or the expiration of time within which to answer at the final step of the grievance procedure. If written notice of arbitration is not given within the time specified, the grievance shall be considered settled. Awards shall be retroactive to the extent provided in Article 15 of this Agreement.

ARTICLE 13

DISCRIMINATION FOR UNION ACTIVITY

- 13.01 The Company will not in any manner discriminate against an employee because of membership in or activity on behalf of the Union. Any claim charging discrimination because of such membership or activity shall be reviewed in accordance with the provisions of Article 11. If the controversy is processed under that Article and not satisfactorily settled, either party may submit, by written notice, the question to arbitration as provided in Article 14 of this agreement. Such written notice must be given no later than 30 calendar days from the Company's or the Union's answer or the expiration of time within which to answer at the final step of the grievance procedure. If written notice of arbitration is not given within the time speci-

fied, the grievance shall be considered settled. Awards shall be retroactive to the extent provided in Article 15 of this Agreement.

ARTICLE 14 ARBITRATION

- 14.01 There shall be arbitrated only the matters specifically made subject to arbitration in Article 10; Article 11; Article 12, Section 12.02; and Article 13 of this Agreement.
- 14.02 The procedure for arbitration is set forth in Exhibit B attached to and made a part of this Agreement. In making an award the Arbitration Board may not add to, subtract from, modify or disregard any contract provision. In no way shall this detract from the right of the Arbitration Board to interpret the meaning and application of any contract term in which the parties hereto are in dispute as to such meaning and application.

ARTICLE 15 RETROACTIVITY

- 15.01 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:
- 15.011 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 will 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.

15.012 In discharge cases other than those covered by Section 15.011 and in suspension cases the Arbitration Board shall have authority to modify as well as to sustain or set aside the disciplinary action.

15.013 All other cases not covered in 15.011 and 15.012 above which may be subject to grievance or arbitration procedures-the determination may or may not be retroactive as the equities of the particular case shall demand, but in any case where the determination is retroactive the effect shall be limited to thirty (30) days prior to the date the current dispute is initially submitted to the Company.

ARTICLE 16 AMENDMENTS

16.01 The entire understanding between the parties is set forth completely in this Agreement and the Exhibits attached hereto. Any amendment to this

Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement will be committed to writing and signed by the duly authorized representatives of the parties.

ARTICLE 17

FEDERAL OR STATE LAWS

- 17.01 Should any valid Federal or State Law, or the decision of any Court of competent jurisdiction, if final after appeal or otherwise, affect any provision of this Agreement, the provision or provisions so affected will be construed as having been changed to conform to the law or decision, and the other provisions of the Agreement will continue in full force.

ARTICLE 18

STRIKES AND LOCK OUTS

- 18.01 The Company and the Union respectively agree that there shall be no lockouts by the Company and no strikes, quitting, suspension, retarding or stoppage of work by any employee or employees or any action by the Union to that end at any time while this Agreement is in effect.

ARTICLE 19
INCOME SECURITY PLAN
ENHANCED INCOME SECURITY PLAN

19.01 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 considered 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 8, 1998, the Company will offer Enhanced ISP in the circumstances

described in Subsection 19.02 (a) of this Section and may also offer Enhanced ISP in other circumstances if the Company chooses 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 Article 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.

19.02 *ISP Termination Allowance*

- (a) For an employee who so elects in accordance with this Section, the Company will pay an ISP Termination Allowance of One Thousand and 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. Furthermore, prior to proceed-

ing 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.

19.03 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 19.01 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.

19.04 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 ser-

vice is prorated based on part-time hours pursuant to the Verizon Pension Plan.

19.05 *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 Group, 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.

ARTICLE 20

NON-DISCRIMINATION

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

ARTICLE 21
AGENCY SHOP

- 21.01 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.
- 21.02 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.

(*) 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.

ARTICLE 22
PERSONNEL RECORDS

- 22.01 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.
- 22.02 After 1 year from the date of an entry into an employee's record, the employee involved or the Union may request a review of the entry by the third tier supervisor then having authority over the employee. Within two weeks of the request, the employee or the Union shall be advised whether the entry will be removed.
- 22.03 The provisions of Section 22.01 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 22.01.

ARTICLE 23
UNION REPRESENTATION

- 23.01 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 Repre-

sentative may be present if the employee so requests.

ARTICLE 24

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 re-structure or redefine an existing one, it shall proceed as follows:

- 24.01 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.
- 24.02 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.
- 24.03 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.
- 24.04 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 retroac-

tive to the date the change or new job was implemented.

24.05 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.

24.06 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.

- 24.07 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.
- 24.08 The cost of the neutral third party shall be borne one-half by the Company and one-half by the Union.

ARTICLE 25

REASSIGNMENT PAY PROTECTION PLAN

- 25.01 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	— $\frac{1}{2}$ 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	— $\frac{1}{2}$ reduction
Weeks 61 through 64	— $\frac{2}{3}$ reduction
Weeks 65 and thereafter	—Full reduction

25.02 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	— $\frac{1}{2}$ reduction
Weeks 9 through 12	— $\frac{2}{3}$ reduction
Weeks 13 and thereafter	—Full reduction

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.

ARTICLE 26
TECHNOLOGY CHANGE COMMITTEE

- 26.01 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.
- 26.02 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.
- 26.03 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 six (6) 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.

26.04 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 Agreement between the parties;

(2) In other occupations in the Company not covered by the Collective Bargaining Agreement;

(3) In other Verizon Services Group 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)

26.05 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.

ARTICLE 27

TECHNOLOGICAL DISPLACEMENT

- 27.01 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 reassignments of regular employees to different job titles involving a reduction in pay or to locations requiring a change in 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, any regular employee who is in the affected job titles and work locations may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring a change in residence and shall be paid a termination allowance. Any such regular employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination allowance.
- 27.02 Employees eligible for a termination allowance under the terms of this provision alternatively may elect to participate in the Income Security Plan (ISP) providing they meet the eligibility requirements of that program.

ARTICLE 28
EMPLOYMENT SECURITY TRAINING

28.01 *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.

28.011 Training under such program will be generic in nature as opposed to job specific and will cover technical, sales, clerical and other fundamental skills.

28.012 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.

28.013 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.

28.014 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.

28.02 *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.

28.021 *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.

28.022 *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.

28.023 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 28.021 and 28.022.

28.024 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.

28.03 *Training Advisory Board*

There will be a Training Advisory Board consisting of three Union representatives, three Management representatives and a professional educational counselor selected by the Training Advisory Board from the academic community. The Board will meet periodically and have responsibility for:

28.031 furnishing advice to the Company on personal or career development and job displacement training courses and curricula;

28.032 reviewing and making recommendations regarding training delivery system (e.g., technical schools, community colleges, home study programs, etc.) available to be used by the Company;

28.033 evaluating the effectiveness of such training programs and courses and the delivery systems utilized;

- 28.034 encouraging employees to participate in and successfully complete the available training courses; and
- 28.035 researching and recommending through the educational counselor, appropriate educational counseling programs to be made available to those employees interested in seeking employment outside the Company.
- 28.04 The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board. The Company will be responsible for the costs and expenses of the professional educational counselor.
- 28.05 *Employee Career Resource Center*
The Company agrees to continue to offer the Employee Career Resource Center over the life of this Agreement.
- 28.051 Functions: Each Center will perform the following functions:
- a. One-on-one and group counseling of employees regarding:
 - career goals and objectives
 - job skills and knowledge requirements
 - training for specific jobs
 - b. Provide information on available job opportunities and trends inside and outside of the Network Services Group;

- c. Provide information on available Company programs and procedures (e.g., Regional Associate Mobility Plan, Intercompany Job Bank, Tuition Assistance, ATLAS/P.M. Education);
- d. Aptitude and interest testing;
- e. Liaison with Company departments (e.g., Operations, Labor Relations, Human Resources) to develop recommendations for:
 - placement of employees whose jobs are being displaced, including job specific test training;
 - placement of employees whose jobs are being restructured or redefined to a wage schedule with a lower maximum wage rate;
 - out-placement services for employees when necessary.

28.052 Participation: Employee participation in the services of the Center will be voluntary, and time spent by employees in the Center will be outside scheduled working hours and not paid or considered as time worked for any purpose. However, employees who have been declared surplus or in a group that has been declared surplus may be allowed to participate on Company-paid time when specifically authorized and approved by Management. Employees who are voluntarily separated under an ISP offer or laid-off during the life of the Agreement may utilize the services of the Center for

a period not to exceed six (6) months from the date of separation.

- 28.053 Administration: Subject to the oversight and potential enhancement responsibility of the Training Advisory Board Executive Council, the Company will continue to have on-going responsibility for the administration of the Center, as well as the other employment security programs currently offered, including but not limited to their number, location and budget.
- 28.054 Effect on Other Contract Provisions: Nothing in this program will supersede the applicable promotion, transfer or other provisions of the Agreement.
- 28.055 Nothing in this Article 28 shall be subject to arbitration.

ARTICLE 29

SERVICE QUALITY OBSERVING

- 29.01 *It is the policy of the Company to conduct Service Quality Observations in full compliance with Federal and State laws. Service Quality Observing includes Service Observing and Supervisory Observing.*
- 29.02 *Service Observing measures the overall speed, accuracy and efficiency of our telecommunications network and work forces. It is not used for evaluating individual employee performance.*

- 29.03 Supervisory Observing involves observations of employee contacts with customers or service-related contacts with other employees. It is used in determining the quality of individual employee performance and as an aid to training and development.
- 29.04 Supervisory observations are limited to the handling of customer contacts and contacts between employees involved in the provision of customer service.
- Employees who may be observed will be made aware of such fact and of the general frequency of such observations. Employees' conversations will not be electronically recorded.
- 29.05 Records of supervisory observations will be limited to Company-related matters. They will not be disclosed except to authorized personnel for Company-related reasons. Results of observations will be periodically reviewed with employees and adverse notations, which are intended to be used against an employee for the purpose of justifying discipline, will be reviewed promptly with such employee.
- 29.06 Telephones which are not subject to Supervisor Observing will be provided by the Company for employees' personal calls. In addition, Supervisors will not listen in on personal conversations of employees on any telephone.

ARTICLE 30

MOTOR VEHICLE USAGE PROGRAM

- 30.01 There will be established in Verizon Delaware Inc. or Verizon Services Corp. a Motor Vehicle Usage Program to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.
- 30.02 The Motor Vehicle Usage Program will be implemented only within administrative work units where some or all of the employees normally use a Company-provided motor vehicle in order to perform their work. The decision to implement and to continue the program within any such administrative work unit will be within management's discretion.
- 30.03 When the Motor Vehicle Usage Program is introduced within an administrative work unit, all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.

- 30.04 Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.
- 30.05 Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.
- 30.06 For employees who participate in the Motor Vehicle Usage Program, a work reporting area will be established on a local basis before implementation. Such work reporting area will be designed so as to serve the interests of the customer, reasonably accommodate the employee, and be satisfactory to management and the Union. The work reporting area normally will be a circular geographic area. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other suitable parameters will be established.
- 30.07 Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting area. Prior to implementation of the program, the Company and Union will determine a method of compensation for employees who begin or end a work tour outside an established work reporting area.

ARTICLE 31

PROMOTIONS

- 31.01 The Company will consider many factors including seniority, job performance, health, attendance record and experience in determining employee's qualifications for promotion within the bargaining unit.
- 31.02 The Union may call to the Company's attention particular employees whose seniority it believes warrants recognition. The Company will give consideration to such employees, along with others, provided the individual employee so wishes.
- 31.03 The employee's Supervisor, if requested by an unsuccessful aspirant to a job, will review with the employee his or her own status.
- 31.04 If the Union claims that a promotion violates this Article because it was not given to the applicant with the most seniority, such claim may be grieved and then submitted to arbitration pursuant to Article 14. A Union claim regarding any single promotion must be confined to a single grievant. 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 Article to seniority and the issue of qualifications being substantially equal. Any Union representing a Company employee may be a party to the arbitration.

ARTICLE 32

DURATION OF AGREEMENT

- 32.01 This Agreement shall continue in effect until terminated in accordance with Section 32.02.
- 32.02 Either party may terminate this Agreement at 11:59 PM, August 2, 2008 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.
- 32.03 At the time that the notice of the desire to terminate this Agreement is served pursuant to Section 32.02, 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 the Agreement. Submission of such a list shall not prejudice the right of either party to submit additional changes during the period of negotiations.
- 32.04 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. 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.

The Company and the Union agree that unless a different effective date is specified in this Agreement its terms shall be effective August 3, 2003.

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 the 28th day following the date of this Agreement.

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.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO ON
BEHALF OF ITS AFFILIATED
LOCAL 13100, THE DIAMOND
STATE TELEPHONE
COMMERCIAL UNION

VERIZON DELAWARE INC.
VERIZON SERVICES CORP.

By s/ Terrance Tipping
CWA Staff Representative

By s/ Maxine M. L'Abbee
Director - Labor Relations

By s/ Patrice Mears-Swift
President

By s/ Helen M. Hanson
Director- Labor Relations

By s/ Cindi McGuire
Vice President

By s/ Rosemarie DeLong
Recording Secretary

By s/ Diana Markowski
Secretary-Treasurer

APPROVED:

(s) M. Bahr
President, CWA

EXHIBIT A
WORKING CONDITIONS
REGULAR FULL-TIME EMPLOYEES
SECTION A1
DEFINITIONS

A1.01 *Normal Work Week*

A normal work week consists of thirty-seven and one-half hours, which may be scheduled on any of the seven days of the calendar week.

A1.02 *Normal Work Day*

A normal full day's worktime is a full tour consisting of 7½ hours divided into two sessions not necessarily of the same length, separated by a meal period of not more than 1 hour. The meal period shall not be paid except where the full day's worktime ends after 7 P.M. and is scheduled as 7½ continuous hours, in which case a meal period of one-half hour shall be included in the 7½ continuous hours and paid for as worktime.

A1.03 *Regular Full-Time Employees*

Employees with the titles listed in Article 2 whose regular assignments of work cover normal work weeks.

A1.04 *Relief Periods*

A1.041 Employees scheduled for a full tour will normally be granted one paid relief period of fifteen minutes in each session. Employees scheduled for a part tour will normally be granted one such paid relief period.

- A1.042 The Company shall have the right to designate the times or hours during which an employee may take a relief period subject to the force and work conditions in each office.
- A1.043 Relief periods shall not be canceled except where abnormal force, load or emergency conditions exist, as determined by management.

SECTION A2
WORK TIME SCHEDULES

A2.01 *Posting Work Time Schedules*

- A2.011 Each employee will ordinarily be scheduled for a normal work week but it may be necessary to vary the number of hours scheduled in a week or in a day. An employee will not ordinarily be scheduled for less than a half tour.
- A2.012 Worktime schedules will be posted by the Company each week on Wednesday showing the work schedules for the next three calendar weeks in advance.

Within work groups in individual offices employees in the same job title classification will select their tours on the basis of net credited service 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.

- A2.013 When employees are required to work full or part tours in excess of the scheduled normal work week, the additional full or part tours shall be shown on the work time schedule in addition to the tours included in the normal work week. Such additional tours may be scheduled at any time and on any day of the week.
- A2.014 The term, "scheduled hours," is all time included between the starting and ending time of any scheduled tour which is a part of the normal week, and also time included in full or part tours scheduled or worked in excess of the normal work week. All other periods of time are referred to hereafter as "non-scheduled time."
- A2.015 Under a program of part-timing, the schedules, when posted, will show only the tours of the reduced work week. However, additional time not in excess of the extent by which the normal work week has been reduced may be scheduled or worked at any time provided that the time scheduled or worked on any day as part of the normal work week and paid for at basic hourly wage rates does not exceed $7\frac{1}{2}$ hours. If work time in excess of the normal work week is required in a calendar week, such additional time may be scheduled or worked at any time. When part-timing is in effect, scheduled hours are the first $7\frac{1}{2}$ hours worked on any weekday to the extent that such hours do not exceed $37\frac{1}{2}$ in a calendar

week and full or part tours scheduled or worked in excess of said 37½ hours in a calendar week.

A2.02 *Changes in Posted Work Time Schedules*

The Company may make the following changes in the posted schedule at any time unless otherwise provided:

- A2.021 Any change of tour requested by the employee and approved by the Company.
- A2.022 *Scheduling, changing or cancellation of any full or part tours in excess of the normal work week.*
- A2.023 Change the starting and quitting time of any tour of the normal work week, provided the time scheduled is not increased or decreased, and provided the employee is notified at least twenty-four hours before the previous or new starting time, whichever is earlier. If the employee is given the twenty-four hour notice, all work time of the new tour will be considered and paid as scheduled hours. If the employee is not given at least twenty-four hours' notice of the change, all work time before the starting time previously scheduled or after the quitting time previously scheduled will be considered and paid for as non-scheduled hours.

A change of lunch hour will not be considered a change of tour.

When part-timing is in effect, scheduled time of less than a full tour on weekdays may be increased at any time to a full tour and paid to the extent of a full tour at the employee's basic hourly wage rate, provided work time paid at basic hourly wage rates in any week shall not exceed 37½ hours.

- A2.024 Reschedule any full or part tour from any day or part day to another day or part day of the week by giving notice prior to 5 P.M. of the calendar day preceding the earliest day affected. When such changes are made and the employee is notified less than 24 hours prior to the earliest time affected by the change, the work time included in the re-assigned full or part tour which does not coincide with the original schedule will be paid at one and one-half times the employee's basic hourly wage rate, even though a part of the normal work week.

SECTION A3

BASIS OF COMPENSATION

- A3.01 *General*

- A3.011 Employees are paid a basic weekly wage rate which is the amount paid for 37½ hours' work at straight time.
- A3.012 Employees will be paid at their basic hourly wage rate for all time worked except time worked as follows:

- (a) Sunday Time—one and one-half times the basic hourly wage rate, except as provided in paragraph (f).
- (b) Non-scheduled time consecutive with scheduled hours—one and one-half times the basic hourly wage rate, except as provided in paragraph (f), provided that where the scheduled hours are part of the normal work week such non-scheduled time will be paid at one and one-half times the basic hourly wage rate only to the extent that the total time worked in the day exceeds seven and one-half hours.
- (c) Holiday Work—one and one-half times the basic hourly wage rate for time worked within hours scheduled on a Holiday as part of the normal work week and two and one-half times the basic hourly wage rate for time worked outside such scheduled hours on a Holiday. The provisions of paragraph (f) shall not apply.
- (d) Scheduled hours in excess of the scheduled normal work week—one and one-half times the basic hourly wage rate, except as provided in paragraph (f), provided thirty-seven and one-half hours have been worked and paid for at basic hourly wage rates during the week (a scheduled Sunday, although paid at a premium rate, is considered to be paid at the basic hourly wage rate for purposes of

this paragraph) or that failure to work such hours was caused by:

- (1) An excused Holiday.
 - (2) Attendance at joint conference between Company and Union Representatives.
 - (3) Absence due to Jury Duty or Grand Jury Duty.
 - (4) Vacation, except vacation which is worked pursuant A7.04 regarding payment for working vacation time.
 - (5) Accident occurring while on duty.
 - (6) Visits to Medical Department or Treating Physician at Company request.
 - (7) Judge, Inspector or Clerk of Election.
 - (8) Absence when required to appear as a witness before a court or Grand Jury.
 - (9) Excused Work Day for which employee is paid.
 - (10) Attendance at joint meetings on Quality of Work Life.
 - (11) Attendance at Union Orientation Meetings.
- (e) Non-coinciding hours—one and one-half times the basic hourly wage rate for time which does not coincide with the previously

scheduled tour, as covered in A2.023 and A2.024.

- (f) Overtime work normally paid at one and one-half times the basic hourly wage rate-to the extent that the hours in the week exceed 49, will be paid at twice the basic hourly wage rate.

A3.02 *Part Hour Worked*

An employee working time for which he is entitled to be paid at one and one-half times his basic hourly wage rate (or as required by A3.012(f)) will be paid for any part hour so worked on the following basis:

Minutes Worked	Hours Paid*
1 to 5 inclusive	None
6 to 15 "	$\frac{1}{8}$
16 to 30 "	$\frac{1}{4}$
31 to 45 "	$\frac{1}{2}$
46 to 60 "	$\frac{1}{2}$
61 to 75 "	$\frac{1}{2}$
76 to 90 "	$\frac{2}{4}$
etc.	etc.

(*) Appropriate adjustments will be made as required by A3.012 (f).

A3.03 *Minimum Call Out Payment*

- A3.031 If an employee is called out to work time which is not consecutive with a scheduled tour, the employee will be paid for each full or part hour so worked at one and one-half times his basic hourly wage rate, except as provided by A3.012(f), provided that he shall

receive not less than four hours' pay at the basic hourly wage rate.

A3.032 If, as a result of a call out on a day or part day not included in the normal work week, an employee works hours equivalent to a full or part tour, he will be paid for each full or part hour worked either at one and one-half times his basic hourly wage rate, except as provided by A3.012(f), or at his basic hourly wage rate as provided in A3.012(d) of this section. In any case, he will be paid a minimum of four hours' pay at his basic hourly wage rate.

A3.033 If called out on an excused holiday, the employee will be paid as provided in A3.012(c) but shall receive not less than four hours' pay at the basic hourly wage rate.

A3.034 Travel time in connection with call outs will be paid as authorized under Section A5.07.

A3.04 *Special Payment for Temporary Management Replacement*

A3.041 When a management employee is to be absent for a half tour or more, and in the opinion of the Company, it is necessary to appoint an employee to temporarily replace the absent management employee, the Company will first seek volunteers. If no qualified volunteer is available, the Company will appoint an employee. The employee appointed shall receive a special payment for each half tour worked during the employee's actual

performance of the assignment in accordance with the following table:

	Amount of In-Charge Payment <u>Per Half Tour</u>
Public Communications)	\$8.00
Sales Representative)	
Commercial Representative)	
Service Representative)	\$6.75
Coin Telephone Collector)	
Consultant)	
ET Coordinator)	\$6.50
Staff Representative)	
Staff Clerk)	
Collection Representative)	
All others)	\$6.25

A3.042 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.

A3.043 The Company will administer these temporary Management assignments so that one or more employees will not be assigned to such work for more than a reasonable continuous period under the circumstances of the particular case.

A3.05 *Differentials*

A3.051 Each employee will be paid a wage differential in an amount equivalent to 10% of the basic hourly wage rate for each hour of the employee's scheduled tour actually worked

between 5 P.M. and 7 A.M. on tours ending after 7 P.M.

A3.052 Differentials will not be paid if any premium is paid for the time worked except during hours which do not coincide with the hours previously scheduled when tours included in the normal work week are changed with insufficient notice, during tours scheduled on Holidays and during tours scheduled on a Sunday as part of the normal work week.

A3.053 Differentials are not included as part of absent time payments, vacation payments or holiday allowances. However, differentials will be paid:

(a) During the one-half hour paid meal period included in tours ending after 7 P.M. during which period the Company may require the employee to remain at the job location.

(b) If an accident-on-duty occurs on a day during which employee would have earned a differential payment. Such differential will be included in the payment for that day.

(c) For absence due to Excused Work Day for which the employee is paid.

A3.06 Work at Higher Rated Job Classification

A3.061 The Company has the right to assign an employee to do work performed exclusively by a higher job classification within the bargain-

ing unit. Where an employee is assigned to such work, the employee shall be paid an additional amount equal to one-tenth of the difference in maximum weekly rates between the two wage schedules involved for each half tour, or less, worked.

- A3.062 This 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, the Verizon Sickness and Accident Disability Benefit Plan or any other fringe benefits or differentials.

A3.07 Associates Training Other Associates

- A3.071 A qualified employee may volunteer to be assigned the responsibility to train another employee in the same or another occupation. No employee will be involuntarily assigned this training responsibility. When this occurs, the employee performing the training will be given a special payment of fifteen dollars (\$15.00) for each tour in which training is performed.

- A3.072 Where an employee is involved in merely explaining and demonstrating the job, in detail, for the benefit of another employee, or explaining its relationship to associated jobs, or answering job related questions, the procedure shall not be considered as job training and the training payment will not be applicable.

A3.073 The training responsibility is not merely explaining the job; it includes directing the employee in the proper procedures, observing the performance and reviewing the results of the work with the other employee.

A3.08 Differential for Use of Bi-lingual 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 bi-lingual 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. Employees who were assigned such duties during the term of the 1998 contracts, but who have not qualified as proficient on the appropriate test, will be grandfathered until September 1, 2003, to become test-qualified, during which time they may continue to be assigned such duties.

The bi-lingual differential will enter into computations of overtime pay in accordance with applicable law on overtime on differentials.

It is also agreed that this provision replaces the Bi-lingual Letters of Understanding in the applicable collective bargaining agreements.

SECTION A4

PAY ALLOWANCE FOR ABSENT TIME

A4.01 *General*

Employees will be paid for absent time under the following conditions. In all cases, payments, where made, will be at the employee's basic hourly wage rate and in no case will absent time payments be allowed for scheduled hours which are not a part of the normal work week. When part-timing is in effect absent time payments for any day included in the normal work week will be calculated on the basis of the hours scheduled on that day.

A4.02 *Absence Due to Sickness*

A4.021 Employees will be paid for absent time due to sickness during "scheduled hours" in the first seven consecutive calendar days of absence under the conditions and to the extent specified in the following except as otherwise provided in A8.03 (Holidays). However, payments under this section may be withheld when, in the opinion of the Company, the circumstances of the individual case warrant such action.

- (a) Employees with Less than One Year's Service—Payment will be made for the first day of absence, only when specifically approved by the third tier supervisor. Employees absent more than one day on which they were scheduled to work will be paid for such of their scheduled hours as occur during the remainder of

the first seven consecutive calendar days of absence.

- (b) Employees with One Year's Service or More—Employees will be paid for such of their scheduled hours as occur during the first seven consecutive calendar days of absence.

A4.03 *Absence Due to an Accident Occurring While on Duty—Regardless of Length of Service*

- A4.031 Employees will be paid for the day on which an accident occurs as if they had worked their scheduled hours.

A4.04 *Absence Due to Quarantine*

Employees absent on account of authorized quarantine which the Medical Department has approved will be paid as if the absence were due to their own illness.

A4.05 *Absence When Required To Appear In Court or Before A Grand Jury As A Witness*

Employees absent during scheduled hours of the normal work week will be paid their basic pay. Payments provided in this Subsection A4.05 will not apply when employees appear in court or before a grand jury in any capacity other than as a witness.

A4.051 *Absence When in Court or Before a Grand Jury When Appearing in any Capacity Other Than as a Witness For Another Person*

Employees absent during scheduled hours of the normal work week will be provided unpaid excused time or may elect to take a

vacation day(s), floating holiday or excused paid work day(s) to which the employee is already entitled. Absence under this subsection may not exceed three (3) consecutive work days at a time, nor may this subsection be invoked by an employee more than two times per year.

Employees must provide the Company 14 calendar days notice in advance of such absence unless circumstances do not permit such notice, in which case the employee must provide notice as soon as he or she becomes aware of the need for the absence.

A4.06 *Absence While Service As Juror*

Employees absent during scheduled hours of the normal work week will be paid their basic pay.

A4.07 *When Serving As a Judge, Inspector or Clerk of Election*

Upon reasonable notice, employees will be excused during scheduled hours on election days and, when excused, will be paid their basic pay for those days.

A4.08 *Absence Due to Conference of the Union with the Company*

A4.081 Representatives of the Union absent from duty to attend conferences with the Company will be paid by the Company for such of their scheduled hours which are a part of the normal work week as are actually spent in conference with the Company.

A4.082 An employee attending a conference of Representatives with the Company at the request of a Representative because he is personally involved in a matter under discussion will be paid for such of his scheduled hours which are a part of the normal work week as are actually spent in the conference.

A4.083 Short interruptions during a conference for recesses will be considered as part of the conference.

A4.084 A Representative of the Union attending disciplinary meetings or investigatory interviews as outlined in Article 23 will be paid by the Company only for such of the Representative's scheduled hours, which are a part of the normal work week, as are actually spent in those meetings.

A4.09 Absence Due to Death In Family

A4.091 Employees will be paid for such absent time as they elect to take, up to a maximum number of consecutive scheduled work days coincident with the funeral and delineated below by employee relationships.

A4.092 Family, for purposes of this Subsection A4.09, shall be limited to the following relationships of the employee:

Spouse (or live-in equivalent)	4 days
Child (or Step) Child	
Parent (or Step) Parent	

Sister or (Step) Sister	3 days
Brother or (Step) Brother	
Person living in the same household as employee	
Father-in-Law	2 days
Mother-in-Law	
Grandfather	
Grandmother	
Grandchild	
Aunt	1 day
Uncle	
Niece	
Nephew	
Brother-in-law	
Sister-in-law	
Son-in-law	
Daughter-in-law	
Cousin (1st)	

A4.093 Employees may request additional time over and above that specified in A4.092 and may request time for relationships not specified in A4.092. If circumstances warrant, the Company will grant the time, to be taken as a single vacation day(s), floating holiday(s), excused work days(s), or time off without pay.

A4.10 *Excused to Visit Medical Department or Treating Physician*

Employees visiting the Medical Department or Treating Physician at the direction of the Company will be paid for such excused time as comes within their scheduled hours. Visits to the

Medical Department or Treating Physician at the employees' request will be made on the employees' own time and at their expense.

A4.11 *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 Absence Due to Sickness as set forth in Subsection A4.021. 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 attendance improvement program.

A4.12 *Attendance at Union Orientation Meeting*

- A4.121 One Representative of the Union may meet once with one or more employee(s) who is newly hired into, or transferred into the bargaining unit for purposes of furnishing the employee(s) with information about the Union. The date, time, and place of the meeting must be approved in advance by the employee's immediate supervisor. The meeting shall last no longer than thirty minutes.
- A4.122 Within a second tier supervisor's organization, no more than two Union orientation meetings shall be held monthly. Whenever

more than one employee is transferred into a second tier supervisor's organization within the same two week period, every effort will be made by the Union to hold a single group orientation meeting.

A4.123 At their request, employees newly hired into, or transferred into the bargaining unit will be excused during his or her scheduled hours and paid for up to 30 minutes (including travel time, if any) to attend a Union Orientation Meeting described in this Section A4.12.

A4.124 The Representative of the Union who conducts a Union Orientation Meeting described in this Section A4.12 will be paid for no more than thirty minutes of his or her time (including any travel time) to conduct such a meeting, provided such time comes within the Representatives's scheduled hours.

A4.13 Time Off to Vote in National or State Elections

Employees who are unable to vote outside scheduled hours may be allowed time off for the purpose of voting in State or National elections and in such cases they will be paid for the absent time occurring within any tour which is scheduled as part of their normal work week. Employees will not be reimbursed for traveling or other expenses incurred in voting.

A4.14 Absence Due to Other Reasons

Absence will be paid only when specifically approved by the Company.

SECTION A5
TRAVEL TIME

- A5.01 Worktime extends from the time the employee reports at the starting point to the time he leaves the quitting point, as specified below:
- A5.02 Employees will report for duty at the place designated by their supervisor at the time shown on the work time schedule.
- A5.03 In those cases where employees are to travel to the designated place in a Company motor vehicle, the day's work will start at the garage. In other cases, if the day's assignment of work requires travel time in either direction in excess of the time normally required, the excess 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 time may be paid for as work time during non-scheduled hours.
- A5.04 Time consumed in traveling from job to job during the day's work will be considered as work time.
- A5.05 If an employee is loaned or temporarily transferred from one location to another, any travel time that comes within the employee's scheduled hours will be considered as work time during scheduled hours. Travel time outside of the employee's scheduled hours will be considered as work time during non-scheduled hours. The travel time referred to in this paragraph shall be

paid only for the trip of first reporting to and the final return from such temporary assignment.

A5.06 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 payroll location prior to the end of their last workday preceding the start of the vacation week or weeks. Travel time will be considered work time and employees will be reimbursed for transportation expenses as covered in Subsection A6.033. If the employee is assigned to continue on a similar assignment on the first tour following return from vacation, excess travel time when first reporting to the temporary location will be considered work time and transportation expenses will be reimbursed as covered in Subsection A6.033.

A5.07 When an employee is called out to work under the provisions of A3.03, Minimum Call Out Payment, the periods reasonably required for employees to travel from their residences to the job and from the job to their residences shall be considered as worktime.

SECTION A6

REIMBURSEMENT OF INCIDENTAL EXPENSES

A6.01 Except as provided for below, employees will not be reimbursed for expenses:

A6.02 *Meal and Lodging Expenses*

A6.021 If the Company decides for good reason that

employees reporting away from their normal reporting locations should not commute between tours, they will be reimbursed for all their reasonable lodging expenses actually incurred. In addition, the Company will provide daily meal allowances as follows:

Breakfast	\$ 5.00
Noon Meal	8.00
Evening Meal	<u>20.00</u>
	\$33.00

However, an employee will not be entitled to receive a meal allowance for any meal listed in the above table when it is provided by the Company at no expense to the employee.

A6.022 If the Company permits the employees to commute on non-commuting assignments, the employees will be paid for the noon day meal allowance.

A6.03 Transportation Expenses

A6.031 Employees will be reimbursed for payments made by them for all transportation expenses actually incurred in the performance of their work during scheduled or non-scheduled hours, except that an employee will not be reimbursed for the normal expense involved in traveling in either direction between his residence and the job location either when called out to work any non-scheduled time or when called out to work scheduled time on a holiday.

A6.032 An employee assigned to work at a location other than his normal location will be reim-

bursed for the difference between his normal transportation expenses and the transportation expenses actually incurred by him in traveling in either direction between his residence and the job location.

A6.033 Employees assigned to work for a period of more than five consecutive days at such a distance from home that they cannot return at night will be permitted to return home once in each calendar week, and will be reimbursed for their actual travel expenses not in excess of 700 miles round trip.

A6.034 Employees assigned on a non-commuting basis to out of state training sessions will be given the option of returning home on weekends, consistent with the limitations of A6.033, or of remaining at the training location, in which case, the Company will pay the expenses normally associated with non-commuting assignments.

A6.04 Employees Permanently Transferred From One Location to Another

A6.041 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 A6.02. It is understood that the Company will make tax deductions from such payments to the extent such deductions are required by law.

- (a) 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.
- (b) The actual transportation expenses for employees and their immediate family including meals (in accordance with Subsection A6.02) and lodging en route.
- (c) Lodging and transportation expenses actually incurred by employees and meal expense (in accordance with Subsection A6.02) 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) Meal (in accordance with Subsection A6.02), *lodging and transportation* expense actually incurred for one other member of their immediate family while looking for a residence in the new community up to a maximum of three trips or six days.
- (e) Meal (in accordance with Subsection A6.02) and lodging expenses actually incurred for 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 the employee is 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.

A6.042 Employees who are transferred from one location to another and who are not reimbursed for expenses under Subsection A6.041 and whose new location is further from their residence than their prior location will be reimbursed for a period not in excess of one month from the date of transfer for all expenditures in excess of normal actually incurred for lodging and transportation, and meal expense will be reimbursed in accordance with Subsection A6.02. If warranted by unusual circumstances, the Company may authorize the reimbursement of such expenses for a period in excess of one month.

A6.05 Method of Reimbursement of Transportation Expense

A6.051 Transportation incidental to travel required by this Section A6 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 will be reimbursed for fare actually expended.

(b) Use of personal automobiles for individual assignments, trips or projects may be approved by the immediate supervisor,

considering such factors as the transportation available, the employee's qualification 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 immediate supervisor must be first obtained. If it is expected that a personal automobile will be used on more than half the days which an employee is scheduled 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 Company 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 twenty-eight cents (\$.28) 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 this Agreement, the Company will change the amount of reimbursement, accordingly, effective on the first 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 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 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 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 personal automobile while on Company business is required to notify him or her to that effect.*
- (k) Parking fees reasonably incurred will be reimbursed when required by the assignment *and approved by the supervisor.*
- (l) Motor scooters and motorcycles are not covered.

SECTION A7

VACATIONS

A7.01 *Vacation Allowances*

A7.011 Vacations with pay will be granted during each calendar year in accordance with the following provisions:

No Vacation — If engaged or re-engaged on or after July 1st of the current calendar year.

One Week Vacation — Upon completion of six months' service.

Two Weeks Vacation — Upon completion of twelve months' 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 vacation on or after December 1, it may be taken in the following calendar year, provided it is completed prior to April 30, and prior to the taking of any of that year's vacation.

Three Weeks Vacation — Beginning with and at any time within the year in which the employee completes 7 years' service.

Four Weeks Vacation — Beginning with and

at any time within the year in which the employee completes 15 years' service.

Five Weeks Vacation — Beginning with the year in which the employee completes 25 years' service.

A7.012 It being a mutual objective of the Company and the Union that the method of selecting vacations results in maximum satisfaction to employees and be consistent with the service and cost requirements of the business, it is agreed that each year the Manager or supervisor will consult with the appropriate representative of the Union to review vacation selection plans and to carefully consider the Union's suggestions before the schedule is placed in final form and submitted to employees. The final composition of work groups, the amount of vacation time available for selection each week in each group and the experience and training of the employees needed on duty each week shall be determined by the Company.

Consistent with the above, vacation periods will be assigned in accordance with the employee's length of service. The Company will make every effort to begin circulating, by October 1, the schedule for vacation which is to be taken in the following year. Employees and the Company will make every effort to complete the vacation selection process by January 1. Vacation schedules will be posted

by the Company after all assignments have been completed.

A7.013 Employees who are eligible for one or more weeks of vacation in any calendar year may use up to three weeks to be taken on a day-at-a-time basis. If this is done, up to three full weeks will be reserved and scheduled by each employee from those unscheduled weeks remaining after the initial vacation week selections under A7.012 have been completed. The selection of the reserve weeks will be done according to the length of service of the employees involved as outlined in Subsection A10.033.

1. Subject to the foregoing provisions in Subsection A7.013, employees may take a maximum of ten (10) day-at-a-time vacations in one-half day increments in a given calendar year. These half day increments may only be scheduled Mondays through Fridays. Subsequent requests for one-half day-at-a-time vacation (subject to the 10 day maximum) and the Company's accommodation of such requests will be subject to the provisions of Section A10.03.

A7.014 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.

A7.015 Employees transferred to this Company from an associate company or purchased company will, for vacation purposes, be given credit for their continuous service with such other company immediately prior to the purchase or transfer. A vacation will be given such employees in the year of the transfer according to the combined length of service of the employees in the other company and this Company, less any vacation already received by the employee in the calendar year.

A7.016 If a Holiday occurs during an employee's vacation, the employee will be excused with pay on a scheduled day of another week. This day may be taken at any time prior to April 30 of the succeeding calendar year, in accordance with the provisions outlined in Subsection A10.033.

A7.017 When an employee is unable, due to absence, to take a previously scheduled vacation in any calendar year, he/she will be permitted to take the unexpended portion of his/her 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 calendar year, subject to the needs of the business.
- (3) The unexpended vacation must be completed by April 30 of the next calendar year.
- (4) No payment in lieu of vacation will be made unless it is made pursuant to Section A7.04 regarding payment for working vacation time.

A7.018 Employees drawn to serve on a jury during their scheduled vacation will be permitted to reschedule their vacation.

A7.02 *Vacation Payments*

While on vacation employees will be paid their basic weekly wage rate.

A7.03 *Special Conditions Affecting Vacation Allowances*

A7.031 Treatment for employees granted Military Leaves of Absence is covered in a separate agreement.

A7.032 Employees who retire for any reason other than 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.

A7.033 An employee separated or about to be separated from the service of the Company for proper cause will not be given a vacation.

A7.034 In cases of termination of service due to resignation or layoff, 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 A7.031), 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.

A7.04 Payment for Working Vacation Time

A7.041 Employees who are entitled to two or more vacation weeks in a calendar year may, at the sole option of the Company, be afforded the opportunity to receive pay for agreeing to work vacation time, subject to the conditions set forth below.

A7.042 HV days, floating holidays, excused work days, or reserve time shall not be eligible for payment in exchange for an employee's agreement to work vacation time.

A7.043 Employees who are entitled to two or more vacation weeks in a calendar year are eligible

to be offered the opportunity to work vacation time as follows:

- (a) Employees entitled to two weeks vacation are eligible to be offered the opportunity to work up to one week of vacation;
- (b) *Employees entitled to three weeks of vacation* are eligible to be offered the opportunity to work up to two weeks of vacation, one week of which can be worked on a day at a time basis.
- (c) Employees entitled to four or five vacation weeks are eligible to be offered the opportunity to work up to three weeks of vacation, one week of which can be worked on a day at a time basis.

A7.044 The Company may, within a work group, offer to eligible employees the opportunity to work vacation time as follows:

- (a) The Company has sole discretion to determine which days or week, if any, it offers as a vacation time for eligible employees to work.
- (b) Should the Company offer eligible employees the opportunity to work either vacation days or a full vacation week, no minimum period of advance notice to the eligible employee(s) will be required.
- (c) Eligible employees scheduled for a vacation on a day or during a week for which management wishes to offer one or more

opportunities to work will have the opportunity to volunteer to work in order of their net credited service if the employee is qualified to perform the work which is expected to be performed that day or week.

(d) Whether to volunteer for an opportunity to work vacation time is within the sole discretion of the employee.

A7.045 An employee shall be paid in accordance with the provisions of this Agreement covering work on a scheduled day of work for the vacation day(s) or week which the employee has agreed to work. (This payment shall not be used in the computation of overtime, differential, or other premium payments.) In the event an employee is absent on a day or days in a week or weeks which the employee has agreed to work, the employee shall be paid in accordance with the provisions of Section A4.

A7.046 The individual vacation days or week which an employee has elected to work shall not be available for reselection as vacation time (either as a full week or as individual days as listed in Section A10.033) by another employee in the same work group as the employee who has agreed to work a vacation day or week.

A7.047 The fact that eligible employees may agree to work a vacation day or week, if such oppor-

tunity is offered by the Company, will not be raised as a reason by the Union for permitting additional employees to take time off.

- A7.048 Vacation assignments will remain consistent with the needs of the business.

SECTION A8

HOLIDAYS

- A8.01 The following will be observed as Holidays:

New Years Day	(*)Veterans' Day
(*)Presidents' Day	Thanksgiving Day
(*)Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	(*)Floating Holiday
Labor Day	

(*)Each employee shall select any three of these four Holidays.

- A8.02 When any of the above Holidays falls on Sunday, the following Monday will be observed as the Holiday. If the Holiday falls on a Saturday, the Friday immediately preceding will be observed as the Holiday.
- A8.03 Work time schedules for weeks in which a Holiday occurs will provide for a normal full tour on the Holiday as part of the employee's scheduled normal work week. To the extent that service requirements permit, as determined by the Company, employees will be excused on the Holiday for a full or part tour.

- A8.04 Employees who are excused for a full or part tour on the Holiday will be paid a Holiday allowance equal to the employee's basic daily wage rate.
- A8.05 Employees working a full tour on a Holiday may elect to receive the Holiday allowance as specified in Section A8.04 or select a day to be taken as an Excused Work Day in accordance with the vacation selection procedure outlined in Section A10.033. Employees working a part tour on a Holiday may elect to receive the holiday allowance as specified in Section A8.04 or take a partial Excused Work Day proportionate to the number of hours worked on the part tour in accordance with the vacation selection procedure outlined in Section A10.033. In any event, employees who work on the Holiday will be paid as provided in A3.012(c) and A3.033.
- A8.06 The Holiday allowance (or the additional Excused Work Day specified in A8.05) may be withheld when, in the opinion of the Company, the facts relating to the absence of the employee on the Holiday or the scheduled day immediately preceding or following the Holiday warrant such action.
- A8.07 *Selection of Presidents' Day, Good Friday, Veterans' Day and Floating Holiday:*

Not later than January 20, employees shall inform their immediate supervisor as to which three of these four Holidays they wish to

observe in that year. To the extent that service requirements permit, employees will be afforded the Holidays of their choice. The selections made by employees under the provisions of this Subsection shall not be subject to change except that service requirements may require that employees work on the days they have selected as their Holidays. 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.

Employees hired after September 30 in any calendar year shall not be eligible for a Floating Holiday in that calendar year.

- A8.08 The Company will notify employees and the Union as soon as practicable after a decision has been made about the Holiday work schedule.

SECTION A9 EXCUSED WORK DAYS

- A9.01 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 take up to three (3) paid Excused Work Days and their one (1) Excused

Work Day without pay on a ½ day-at-a-time basis, not to exceed a total of 7½ hours for each Excused Work Day taken on a ½ day-at-a-time basis.

- A9.02 Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked provided they are on the active payroll of the Company on that Excused Work Day.
- A9.03 One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in A9.01, provided they are on the active payroll of the Company on the designated Excused Work Day.
- A9.04 Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.
- A9.05 If employees agree to work on their paid Excused Work Day and the Company deter-

mines 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 A9.02, 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 A9.02, 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 Article.

A9.06 Temporary employees shall not be entitled to Excused Work Days other than Company designated Excused Work Days.

SECTION A10
SCHEDULING OF TIME OFF

A10.01 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 A7. Vacations, Subsections A7.012, A7.013, A7.016

Section A8. Holidays, Subsection A8.05

Section A9. Excused Work Days

The provisions of Section A10 shall not be used to alter the above provisions of this Agreement except to the extent required by this Section.

A10.02 For the purposes of this Section A10, 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.

A10.03 The selection and scheduling of time off shall be in accordance with the provisions of this Subsection A10.03.

A10.031 Employees shall select in the priority herein set forth in seniority order within the administrative work group or other appropriate groups. The employees' selections shall be granted to the extent practicable, consistent with force requirements and needs of the business.

A10.032 Prior to the beginning of a calendar year, and in accordance with the procedures stated in

Subsection A7.012, management will make available to members of the group a schedule for selection of full vacation weeks. Only full week vacations shall be selected at this time.

A10.033. Upon completion of the selections of full vacation weeks in the manner described in Subsection A10.032, 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) Unused vacation due to absence pursuant to A7.017 (4).
- (2) Day-at-a-time vacation days.
- (3) Days in lieu of holidays occurring in vacation weeks ("HV" days).
- (4) Floating holidays.
- (5) Excused Work Days—Paid and Non-Paid.
- (6) Reserve-time.

Within each work group, or other vacation selection group, and in seniority order within the group, individual employees shall be given the opportunity to designate specific dates, if known, upon which they desire to observe the time off to which they are entitled.

Individuals need not designate every day to which they are entitled at this time. Subsequent requests will be considered on the basis of the earliest request to the employee's immediate supervisor. The Company will

attempt to accommodate such requests, subject to the needs of the business and force requirements of the work group.

- A10.034 The selection procedure, known as the second priority selection, described in A10.033 will also include selection of "reserve-time". Reserve-time is a block of work days equal to the number of individual time off days to which an employee is entitled but which are not designated by the employee during the second priority selection. This block of days must be selected and scheduled at the same time an employee is given the opportunity to designate individual days off. Reserve-time shall be scheduled consistent with force requirements and the needs of the business, but in any case, not 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.

SECTION A11

REGULAR PART-TIME EMPLOYEES

(ENGAGED OR RE-ENGAGED PRIOR TO JANUARY 1, 1981)

GENERAL

- A11.01 A Part-Time employee is one who is employed and normally scheduled to work less hours per average month than a comparable Full-Time

employee in the same job title, classification and work group working the same normal daily tour.

The occupational titles of employees in this class are the same as those for Regular Full-Time Employees.

A11.02 Except as follows, working conditions for Regular Part-Time Employees will be on the same basis as for Regular Full-Time Employees:

A11.021 The basis of assigning work time for Part-Time Employees is to schedule those employees each week for the number of hours needed to meet service requirements. Under this condition, part tours are not necessarily of the same length as those defined for Full-Time Employees.

A11.022 Time worked will be paid for at the employees' basic hourly wage rates, except time in excess of seven and one-half hours per day or in excess of thirty-seven and one-half hours per week, which will be paid at time and one-half, except where A3.012(f) is applicable. Hours in excess of seven and one-half per day shall not, however, be included in calculating hours in excess of thirty-seven and one-half per week.

A11.023 Absent time payments and payments for excused time for a Holiday falling during a vacation will be calculated on the basis of the employee's average daily payment for work time within normal work weeks in the first four of the six calendar weeks preceding the absence.

A11.024 Vacation payments will be based on the employee's average weekly payments for scheduled work time within normal work weeks during the first four weeks of the six weeks immediately preceding the vacation.

A11.025 The Holiday allowance, where payable, will be determined by multiplying the employee's basic hourly wage rate by either of the following whichever produces the greater amount:

(a) One-fifth of the average hours worked per week (exclusive of hours in excess of the number included in a full tour or in a normal work week) in the first four of the six calendar weeks immediately preceding the Holiday week, or

(b) The number of hours worked on a Holiday included in the normal work week but not in excess of the number of hours comprising a full tour.

A11.026 *Payment for paid Excused Work Days will be as follows:*

(a) For Part-Time Employees who do not work their paid Excused Work Day, payments will be based on one-fifth of the average hours worked per week (exclusive of hours in excess of the number included in a full tour or in a normal work week) during the first four of the six weeks immediately preceding the week in which the paid Excused Work Day falls, including tour differential if it

would have been applicable on the Excused Work Day.

- (b) If Part-Time Employees agree to work their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they will be paid in accordance with paragraph (a) preceding, except that if the number of hours actually worked on the Excused Work Day is greater than the number of hours payable under paragraph (a), the greater number of hours, not in excess of a full tour, will be paid, including tour differential if it would have been applicable on the Excused Work Day. In addition, if employees are notified to work their scheduled Excused Work Day at least 24 hours prior thereto, they will be paid for the time worked on the basis of a regularly scheduled day. If at least 24 hours' notice is not given, employees will be paid as if the hours worked were in excess of seven and one-half per day.

A11.027 When use of the formulas for computing payments for Regular Part-Time employees, in cases of vacation, holidays, Excused Work Days, absent time and layoff (see 9.082) results in inequitable treatment for those employees who work a substantial amount of time on a full-time basis, the Director level will review individual cases and, if appropri-

ate, authorize equitable treatment for such employees.

A11.028 Employees scheduled for seven hours, or more, will normally be granted one paid relief period of fifteen minutes in each session. Employees scheduled for less than seven hours on any day will normally be granted one such paid relief period, provided at least three hours are scheduled on the day.

(a) The Company shall have the right to designate the times or hours during which an employee may take a relief period subject to the force and work conditions in each office.

(b) Relief periods shall not be cancelled except where abnormal force, load or emergency conditions exist, as determined by management.

A11.03 Any Regular Employee who was on the active payroll of the Company as of December 31, 1980, and who works as a Regular Part-Time Employees on or after January 1, 1981, shall thereafter continue, for the duration of that term of employment, to be entitled to working conditions and benefits on the same basis, as was applicable to a Regular Part-Time Employee on December 31, 1980.

SECTION A12
PART-TIME EMPLOYEES

(ENGAGED OR RE-ENGAGED AFTER JANUARY 1, 1981)

- A12.01 A Part-Time employee is one who is employed and normally scheduled to work less hours per average month than a comparable Full-Time employee in the same job title, classification and work group working the same normal daily tour.
- A12.02 Except for payment for overtime hours worked, all hours worked by a Part-Time employee in Phonecenter Stores, Verizon Service Centers, Verizon Phone Booths (Kiosks) DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service centers operation, and any employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity in the Verizon Network Services Group shall be paid at the equivalent basic hourly rate for a comparable Full-Time employee working a normal daily tour in the same job title, classification, and work group. Payment to a Part-Time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable Full-Time employee shall be at the applicable overtime rate for a comparable Full-Time employee based on such Part-Time employee's basic hourly rate. Any Regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as

was applicable to such a Part-Time employee on December 31, 1980.

- A12.03 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).
- A12.04 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 that 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.
- A12.05 For employees, who are hired on or after January 1, 1981, and who work as Regular Part-Time employees, 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 Acci-

dent 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. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a Part-Time employee on December 31, 1980.

- A12.06 Employees who are hired on or after January 1, 1981, and who work as 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;
- (d) Regular employees who are on the active payroll of the Company as of December 31, 1980, shall continue to be eligible for such coverage on the same basis as a Regular Full-Time employee regardless of classification.

A12.07 Relief periods will be granted in accordance with Subsection A11.028.

SECTION A13
TEMPORARY EMPLOYEES
GENERAL

- A13.01 Temporary Employees are those whose term of employment is intended to last more than three weeks but ordinarily not more than one year.
- A13.02 The occupational titles and working conditions of Temporary Full-Time Employees are the

same in all respects as those of Regular Full-Time Employees, except that Temporary Full-Time Employees shall not be entitled to Excused Work Days other than Company designated Excused Work Days.

- A13.03 The occupational titles of Temporary Part-Time Employees are the same as those of Regular Part-Time Employees as covered in Section A11. Working conditions for Temporary Part-Time Employees are the same as those shown in Section A12, except that Temporary Part-Time Employees shall not be entitled to Excused Work Days other than Company designated Excused Work Days

SECTION A14
OCCASIONAL EMPLOYEES
GENERAL

- A14.01 An Occasional employee is one who is 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.
- A14.02 Wage rates to be paid and any working condi-

tions applying to the particular work for which the employee is engaged will be stated to the employee at time of engagement.

- A14.03 In every case, any time not worked as a result of an accident while on duty will be paid for according to established routines.

EXHIBIT B
SECTION B1
ARBITRATION

- B1.01 The procedure to be followed in instituting and conducting the arbitration of any matter subject to arbitration under the provisions of Article 14 shall be as follows:

B1.011 The Board of Arbitration shall consist of three arbitrators, one of whom shall be a member of the Union, designated by the Union, and one individual designated by the Company, who shall be in the employ of the Company; the third shall be an Impartial Chairman designated in the manner hereinafter described. Joint employees of this Company and of Verizon Pennsylvania Inc. or Verizon Services Corp. shall be considered to be in the employ of this Company for the purpose of this Section.

- B1.012 The various steps required in connection with any such arbitration shall be taken as expeditiously as possible, but the parties agree that the following steps shall be taken within the

times stated unless an extension be mutually agreed to in writing.

- B1.013 Within five days following the serving by either party upon the other of a written demand for arbitration, each party, shall by a written designation given to the other, appoint the arbitrator to be appointed by it.

Each such written designation shall state the full name and address of the arbitrator appointed thereby.

- B1.014 Should either the Union or the Company fail, within the time above stated, to appoint its arbitrator, the vacancy resulting by reason of such failure shall, upon the written request of either party be filled by an impartial individual or individuals (who shall not be an officer, director or employee of the Company or of any company in the Verizon Services Group, or a member, officer, official, employee, representative, attorney or counsel of the Union or any other labor organization) appointed by the American Arbitration Association.

- B1.015 Within five days following their appointment, the arbitrators selected in accordance with the above provisions shall choose a third arbitrator, who shall act as Impartial Chairman. If they are unable to agree, the American Arbitration Association immediately shall be requested in writing to appoint the Impartial Chairman. The Impartial Chairman shall not be an officer, director or employee of the

Company or of any company in the Verizon Services Group, nor shall he be a member, officer, official, employee, representative, attorney or counsel of the Union or of any other labor organization.

B1.016 Upon the appointment of the Impartial Chairman, the Board of Arbitration shall be deemed to be constituted. Following the constitution of the Board of Arbitration, hearings shall be started and carried to 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 in 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.

B1.017 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. The Union and its members and Company agree to abide by the decision which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law or equity.

- B1.018 If a case is withdrawn from arbitration, such withdrawal shall settle the grievance(s) and any *issue(s) contained therein unless the parties expressly agree to a different disposition.* In addition, all grievances which have been held pending the withdrawn case shall be settled in the same manner as provided above.
- B1.019 Each of the parties hereto shall bear the compensation and expenses of the members appointed by it or on its behalf. The compensation and expenses of the Impartial Chairman of the American Arbitration Association, and any other expenses of the Board of Arbitration, shall be borne equally by the Union and the Company.

SECTION B2

EXPEDITED ARBITRATION

- B2.01 In lieu of the procedures specified in Section B1 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 Article 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 Section B1 shall be followed.

B2.02 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.

B2.03 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. 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 the Company and any of the Union's Locals, or one between Verizon Pennsylvania Inc. or Verizon Services Corp. and any of its Unions.

- (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 back-pay 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.

EXHIBIT C

WAGE INCREASE SCHEDULES

NOTES ON WAGE INCREASE SCHEDULE ADMINISTRATION

C1.00 *General*

C1.01 The Wage Increase Schedules appearing in this Exhibit provide a plan for Regular and Temporary Employees in the occupation shown at the top of the sheet. The wage rates shown in these schedules are basic weekly wage rates for a normal week of 37½ hours.

C1.02 Under the heading "Next Increase" are shown the minimum intervals in months between increases, and the amount of the increase 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 wage rate is less than the increase shown for the next lower current wage rate, the increase will be to the maximum wage rate and the interval reduced proportionately.

C1.03 Employees will be increased in the interval shown opposite their current rate, except that at the discretion of the Company, an increase may be deferred for a further period not to exceed the stated interval or six months whichever period is the shorter.

In the event an increase is to be deferred, the employee shall be notified at least 15 days prior to the commencement of the payroll period in which the increase would normally become effective and will be advised of the reason for the deferment. If in the judgment of the Company the employee later merits the increase, when the period of deferment terminates the employee's rate shall be increased by the amount of the deferred increase. The date for the next scheduled increase shall be measured from the date the prior increase would normally have been granted had it not been deferred.

C1.04 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.

C1.05 *Progression Increase Deferral Upon Return From Absence*

In the event of absence for any reason continuing for more than one month (thirty 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 work. In addition, the accumulated absence, if over thirty (30) days (one month), will be added to extend the time until the employee's next scheduled progression increase in intervals of thirty (30) days.

C1.06 *Cost-of-Living*

- (1) Effective August 6, 2006 and August 5, 2007, adjustments will be made in basic weekly rates in each wage schedule in accordance with the following:
 - (a) the amount of the August 6, 2006 adjustment shall be: (i) one-half of the increase above four percent (4.0%) in the "CPI-W" (1982-84 = 100) for May 2006 over May 2004, applied to (ii) the scheduled rates in effect in each wage schedule on August 5, 2006, (iii) rounded to the nearest 50 cents.
 - (b) the amount of the August 5, 2007 adjustment shall be: (i) one-half of the increase above two percent (2.0%) in the "CPI-W" (1982-84 = 100) for May 2007 over May 2006, applied to (ii) the scheduled rates in effect in each wage schedule on August 4, 2007, (iii) rounded to the nearest 50 cents.

- (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 2004, May 2006 and May 2007.
- (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 2003. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Companies 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 2003, which was 179.4 (1982-84 = 100).

C2.00 The following procedures govern the change of an employee from one occupation to another occupation having a different Wage Increase Schedule:

C2.01 *Change to an occupation with a higher maximum rate:*

C2.011 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.

C2.012 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>
Commercial Representative	12 months
Public Communications	
Sales Representative	
Coin Telephone Collector	6 months
Staff Clerk	6 months
Service Representative	
Consultant	
Sales Representative	
Collection Representative	
Customer Service Clerk	
ET Coordinator	
Senior Clerk	0 months
Stenographer-Clerk	
General Clerk	0 months

- C2.013 Employees promoted from one occupation to another within the same Title Groupings set forth in C2.012 will not be subject to the six and/or twelve month step from maximum rate limitation.
- C2.014 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.
- C2.015 If at the time of promotion the employee's current wage rate is equal to or higher than the six month or twelve month step from maximum rate, whichever is applicable, 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 C2.014 will apply.
- C2.016 A promotional increase will be granted to the extent that the maximum rate for the new occupation is not exceeded.
- C2.017 Employees subject to the six and/or twelve month step from maximum rate limitations 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 prior to the change in occupation.

C2.02 Change to an occupation with a lower maximum rate:

C2.021 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 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 rate exceeds the maximum rate of the new occupation, the rate will be reduced to the maximum rate of the new occupation at the time of the change or, at the option of the Company, in several subsequent steps.

C2.022 The interval for the next regular increase will be measured from the date of the last regular increase.

C2.03 Change to an occupation with the same maximum rate but a higher or lower minimum rate:

C2.031 The employee's wage rate will be changed so that it will be on approximately the same position on the wage increase schedule for the new occupation as it was on the wage increase schedule from which he is changed.

C2.032 Subsequent regular wage increase treatment will be as provided in Paragraph C2.022.

WAGE INCREASE SCHEDULE

<u>Location List</u>	<u>Wage Zone</u>
Dover	1
Wilmington	1

EFFECTIVE AUGUST 3, 2003

**WAGE TABLE: 01
PUBLIC COMMUNICATIONS
SALES REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$482.00	
6 Mos.	6 Mos.	\$537.50	\$55.50
12 Mos.	6 Mos.	\$599.50	\$62.00
18 Mos.	6 Mos.	\$669.00	\$69.50
24 Mos.	6 Mos.	\$745.00	\$76.00
30 Mos.	6 Mos.	\$831.00	\$86.00
36 Mos.	6 Mos.	\$926.50	\$95.50
42 Mos.	6 Mos.	\$1,033.50	\$107.00
48 Mos. (Maximum)		\$1,153.00	\$119.50
Pension Band		123	

**WAGE TABLE: 02
COMMERCIAL
REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$437.50	
6 Mos.	6 Mos.	\$491.00	\$53.50
12 Mos.	6 Mos.	\$551.50	\$60.50
18 Mos.	6 Mos.	\$618.00	\$66.50
24 Mos.	6 Mos.	\$693.00	\$75.00
30 Mos.	6 Mos.	\$778.00	\$85.00
36 Mos.	6 Mos.	\$873.00	\$95.00
42 Mos.	6 Mos.	\$979.50	\$106.50
48 Mos. (Maximum)		\$1,099.50	\$120.00
Pension Band		121	

**WAGE TABLE: 03
CONSULTANT
SERVICE REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$421.50	
6 Mos.	6 Mos.	\$482.00	\$60.50
12 Mos.	6 Mos.	\$551.50	\$69.50
18 Mos.	6 Mos.	\$629.50	\$78.00
24 Mos.	6 Mos.	\$719.50	\$90.00
30 Mos.	6 Mos.	\$821.50	\$102.00
36 Mos. (Maximum)		\$939.00	\$117.50
Pension Band		114	

**WAGE TABLE: 04
CUSTOMER ACCOUNT
REPRESENTATIVE
CUSTOMER BUSINESS
REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$406.00	
6 Mos.	6 Mos.	\$463.50	\$57.50
12 Mos.	6 Mos.	\$529.50	\$66.00
18 Mos.	6 Mos.	\$605.50	\$76.00
24 Mos.	6 Mos.	\$691.50	\$86.00
30 Mos.	6 Mos.	\$790.00	\$98.50
36 Mos. (Maximum)		\$903.00	\$113.00
Pension Band		112	

EFFECTIVE AUGUST 3, 2003

WAGE TABLE: 05
COIN TELEPHONE
COLLECTOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$434.50	
6 Mos.	6 Mos.	\$490.00	\$55.50
12 Mos.	6 Mos.	\$552.50	\$62.50
18 Mos.	6 Mos.	\$622.50	\$70.00
24 Mos.	6 Mos.	\$702.00	\$79.50
30 Mos.	6 Mos.	\$791.00	\$89.00
36 Mos. (Maximum)		\$891.50	\$100.50
Pension Band		112	

WAGE TABLE: 06
ENHANCED TEAM
COORDINATOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$401.00	
6 Mos.	6 Mos.	\$453.50	\$52.50
12 Mos.	6 Mos.	\$514.00	\$60.50
18 Mos.	6 Mos.	\$580.50	\$66.50
24 Mos.	6 Mos.	\$657.50	\$77.00
30 Mos.	6 Mos.	\$743.50	\$86.00
36 Mos. (Maximum)		\$841.50	\$98.00
Pension Band		110	

WAGE TABLE: 07
COLLECTION
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$392.00	
6 Mos.	6 Mos.	\$444.50	\$52.50
12 Mos.	6 Mos.	\$504.00	\$59.50
18 Mos.	6 Mos.	\$571.00	\$67.00
24 Mos.	6 Mos.	\$647.50	\$76.50
30 Mos.	6 Mos.	\$734.00	\$86.50
36 Mos. (Maximum)		\$831.50	\$97.50
Pension Band		110	

WAGE TABLE: 08
CUSTOMER SERVICE CLERK
SALES REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$377.00	
6 Mos.	6 Mos.	\$428.00	\$51.00
12 Mos.	6 Mos.	\$486.50	\$58.50
18 Mos.	6 Mos.	\$552.50	\$66.00
24 Mos.	6 Mos.	\$628.00	\$75.50
30 Mos.	6 Mos.	\$713.00	\$85.00
36 Mos. (Maximum)		\$809.50	\$96.50
Pension Band		109	

EFFECTIVE AUGUST 3, 2003

WAGE TABLE: 09

STAFF CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$375.50	
6 Mos.	6 Mos.	\$425.50	\$50.00
12 Mos.	6 Mos.	\$481.50	\$56.00
18 Mos.	6 Mos.	\$545.50	\$64.00
24 Mos.	6 Mos.	\$618.00	\$72.50
30 Mos.	6 Mos.	\$700.50	\$82.50
36 Mos. (Maximum)		\$793.00	\$92.50
Pension Band		108	

WAGE TABLE: 10

**SENIOR CLERK
STENOGRAPHER CLERK**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$364.00	
6 Mos.	6 Mos.	\$412.00	\$48.00
12 Mos.	6 Mos.	\$467.50	\$55.50
18 Mos.	6 Mos.	\$529.50	\$62.00
24 Mos.	6 Mos.	\$600.00	\$70.50
30 Mos.	6 Mos.	\$680.50	\$80.50
36 Mos. (Maximum)		\$771.00	\$90.50
Pension Band		107	

WAGE TABLE: 11

GENERAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$353.00	
6 Mos.	6 Mos.	\$398.00	\$45.00
12 Mos.	6 Mos.	\$450.50	\$52.50
18 Mos.	6 Mos.	\$508.50	\$58.00
24 Mos.	6 Mos.	\$575.00	\$66.50
30 Mos.	6 Mos.	\$649.50	\$74.50
36 Mos. (Maximum)		\$734.00	\$84.50
Pension Band		106	

EFFECTIVE AUGUST 1, 2004

WAGE TABLE: 01

**PUBLIC COMMUNICATIONS
SALES REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$491.50	
6 Mos.	6 Mos.	\$548.50	\$57.00
12 Mos.	6 Mos.	\$611.50	\$63.00
18 Mos.	6 Mos.	\$682.50	\$71.00
24 Mos.	6 Mos.	\$760.00	\$77.50
30 Mos.	6 Mos.	\$847.50	\$87.50
36 Mos.	6 Mos.	\$945.00	\$97.50
42 Mos.	6 Mos.	\$1,054.00	\$109.00
48 Mos. (Maximum)		\$1,176.00	\$122.00
Pension Band		123	

WAGE TABLE: 02

**COMMERCIAL
REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$446.50	
6 Mos.	6 Mos.	\$501.00	\$54.50
12 Mos.	6 Mos.	\$562.50	\$61.50
18 Mos.	6 Mos.	\$630.50	\$68.00
24 Mos.	6 Mos.	\$707.00	\$76.50
30 Mos.	6 Mos.	\$793.50	\$86.50
36 Mos.	6 Mos.	\$890.50	\$97.00
42 Mos.	6 Mos.	\$999.00	\$108.50
48 Mos. (Maximum)		\$1,121.50	\$122.50
Pension Band		121	

WAGE TABLE: 04

**CUSTOMER ACCOUNT
REPRESENTATIVE
CUSTOMER BUSINESS
REPRESENTATIVE**

WAGE TABLE: 03

**CONSULTANT
SERVICE REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$430.00	
6 Mos.	6 Mos.	\$491.50	\$61.50
12 Mos.	6 Mos.	\$562.50	\$71.00
18 Mos.	6 Mos.	\$642.00	\$79.50
24 Mos.	6 Mos.	\$734.00	\$92.00
30 Mos.	6 Mos.	\$838.00	\$104.00
36 Mos. (Maximum)		\$958.00	\$120.00
Pension Band		114	

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$414.00	
6 Mos.	6 Mos.	\$473.00	\$59.00
12 Mos.	6 Mos.	\$540.00	\$67.00
18 Mos.	6 Mos.	\$617.50	\$77.50
24 Mos.	6 Mos.	\$705.50	\$88.00
30 Mos.	6 Mos.	\$806.00	\$100.50
36 Mos. (Maximum)		\$921.00	\$115.00
Pension Band		112	

EFFECTIVE AUGUST 1, 2004

WAGE TABLE: 05
COIN TELEPHONE
COLLECTOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$443.00	
6 Mos.	6 Mos.	\$500.00	\$57.00
12 Mos.	6 Mos.	\$563.50	\$63.50
18 Mos.	6 Mos.	\$635.00	\$71.50
24 Mos.	6 Mos.	\$716.00	\$81.00
30 Mos.	6 Mos.	\$807.00	\$91.00
36 Mos. (Maximum)		\$909.50	\$102.50
Pension Band		112	

WAGE TABLE: 06
ENHANCED TEAM
COORDINATOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$409.00	
6 Mos.	6 Mos.	\$462.50	\$53.50
12 Mos.	6 Mos.	\$524.50	\$62.00
18 Mos.	6 Mos.	\$592.00	\$67.50
24 Mos.	6 Mos.	\$670.50	\$78.50
30 Mos.	6 Mos.	\$758.50	\$88.00
36 Mos. (Maximum)		\$858.50	\$100.00
Pension Band		110	

WAGE TABLE: 07
COLLECTION
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$400.00	
6 Mos.	6 Mos.	\$453.50	\$53.50
12 Mos.	6 Mos.	\$514.00	\$60.50
18 Mos.	6 Mos.	\$582.50	\$68.50
24 Mos.	6 Mos.	\$680.50	\$78.00
30 Mos.	6 Mos.	\$748.50	\$88.00
36 Mos. (Maximum)		\$848.00	\$99.50
Pension Band		110	

WAGE TABLE: 08
CUSTOMER SERVICE CLERK
SALES REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$384.50	
6 Mos.	6 Mos.	\$436.50	\$52.00
12 Mos.	6 Mos.	\$496.00	\$59.50
18 Mos.	6 Mos.	\$563.50	\$67.50
24 Mos.	6 Mos.	\$640.50	\$77.00
30 Mos.	6 Mos.	\$727.50	\$87.00
36 Mos. (Maximum)		\$825.50	\$98.00
Pension Band		109	

EFFECTIVE AUGUST 1, 2004

WAGE TABLE: 09

STAFF CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$383.00	
6 Mos.	6 Mos.	\$434.00	\$51.00
12 Mos.	6 Mos.	\$491.00	\$57.00
18 Mos.	6 Mos.	\$556.50	\$65.50
24 Mos.	6 Mos.	\$630.50	\$74.00
30 Mos.	6 Mos.	\$714.50	\$84.00
36 Mos. (Maximum)		\$809.00	\$94.50
Pension Band		108	

WAGE TABLE: 10

SENIOR CLERK
STENOGRAPHER CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$371.50	
6 Mos.	6 Mos.	\$420.00	\$48.50
12 Mos.	6 Mos.	\$477.00	\$57.00
18 Mos.	6 Mos.	\$540.00	\$63.00
24 Mos.	6 Mos.	\$612.00	\$72.00
30 Mos.	6 Mos.	\$694.00	\$82.00
36 Mos. (Maximum)		\$786.50	\$92.50
Pension Band		107	

WAGE TABLE: 11

GENERAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$360.00	
6 Mos.	6 Mos.	\$406.00	\$46.00
12 Mos.	6 Mos.	\$459.50	\$53.50
18 Mos.	6 Mos.	\$518.50	\$59.00
24 Mos.	6 Mos.	\$586.50	\$68.00
30 Mos.	6 Mos.	\$662.50	\$76.00
36 Mos. (Maximum)		\$748.50	\$86.00
Pension Band		106	

EFFECTIVE AUGUST 7, 2005

WAGE TABLE: 01
PUBLIC COMMUNICATIONS
SALES REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$501.50	
6 Mos.	6 Mos.	\$559.50	\$58.00
12 Mos.	6 Mos.	\$623.50	\$64.00
18 Mos.	6 Mos.	\$696.00	\$72.50
24 Mos.	6 Mos.	\$775.00	\$79.00
30 Mos.	6 Mos.	\$864.50	\$89.50
36 Mos.	6 Mos.	\$964.00	\$99.50
42 Mos.	6 Mos.	\$1,075.00	\$111.00
48 Mos. (Maximum)		\$1,199.50	\$124.50
Pension Band		123	

WAGE TABLE: 02
COMMERCIAL
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$455.50	
6 Mos.	6 Mos.	\$511.00	\$55.50
12 Mos.	6 Mos.	\$574.00	\$63.00
18 Mos.	6 Mos.	\$643.00	\$69.00
24 Mos.	6 Mos.	\$721.00	\$78.00
30 Mos.	6 Mos.	\$809.50	\$88.50
36 Mos.	6 Mos.	\$908.50	\$99.00
42 Mos.	6 Mos.	\$1,019.00	\$110.50
48 Mos. (Maximum)		\$1,144.00	\$125.00
Pension Band		121	

WAGE TABLE: 03
CONSULTANT
SERVICE REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$438.50	
6 Mos.	6 Mos.	\$501.50	\$63.00
12 Mos.	6 Mos.	\$574.00	\$72.50
18 Mos.	6 Mos.	\$655.00	\$81.00
24 Mos.	6 Mos.	\$748.50	\$93.50
30 Mos.	6 Mos.	\$855.00	\$106.50
36 Mos. (Maximum)		\$977.00	\$122.00
Pension Band		114	

WAGE TABLE: 04
CUSTOMER ACCOUNT
REPRESENTATIVE
CUSTOMER BUSINESS
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$422.50	
6 Mos.	6 Mos.	\$482.50	\$60.00
12 Mos.	6 Mos.	\$551.00	\$68.50
18 Mos.	6 Mos.	\$630.00	\$79.00
24 Mos.	6 Mos.	\$719.50	\$89.50
30 Mos.	6 Mos.	\$822.00	\$102.50
36 Mos. (Maximum)		\$939.50	\$117.50
Pension Band		112	

EFFECTIVE AUGUST 7, 2005

WAGE TABLE: 05
COIN TELEPHONE
COLLECTOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$452.00	
6 Mos.	6 Mos.	\$510.00	\$58.00
12 Mos.	6 Mos.	\$575.00	\$65.00
18 Mos.	6 Mos.	\$647.50	\$72.50
24 Mos.	6 Mos.	\$730.50	\$83.00
30 Mos.	6 Mos.	\$823.00	\$92.50
36 Mos. (Maximum)		\$927.50	\$104.50
Pension Band		112	

WAGE TABLE: 06
ENHANCED TEAM
COORDINATOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$417.00	
6 Mos.	6 Mos.	\$472.00	\$55.00
12 Mos.	6 Mos.	\$535.00	\$63.00
18 Mos.	6 Mos.	\$604.00	\$69.00
24 Mos.	6 Mos.	\$684.00	\$80.00
30 Mos.	6 Mos.	\$773.50	\$89.50
36 Mos. (Maximum)		\$875.50	\$102.00
Pension Band		110	

WAGE TABLE: 07
COLLECTION
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$408.00	
6 Mos.	6 Mos.	\$462.50	\$54.50
12 Mos.	6 Mos.	\$524.50	\$62.00
18 Mos.	6 Mos.	\$594.00	\$69.50
24 Mos.	6 Mos.	\$673.50	\$79.50
30 Mos.	6 Mos.	\$763.50	\$90.00
36 Mos. (Maximum)		\$865.00	\$101.50
Pension Band		110	

WAGE TABLE: 08
CUSTOMER SERVICE CLERK
SALES REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$392.00	
6 Mos.	6 Mos.	\$445.00	\$53.00
12 Mos.	6 Mos.	\$508.00	\$61.00
18 Mos.	6 Mos.	\$575.00	\$69.00
24 Mos.	6 Mos.	\$653.50	\$78.50
30 Mos.	6 Mos.	\$742.00	\$88.50
36 Mos. (Maximum)		\$842.00	\$100.00
Pension Band		109	

EFFECTIVE AUGUST 7, 2005

WAGE TABLE: 09

STAFF CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$390.50	
6 Mos.	6 Mos.	\$442.50	\$52.00
12 Mos.	6 Mos.	\$501.00	\$58.50
18 Mos.	6 Mos.	\$567.50	\$66.50
24 Mos.	6 Mos.	\$643.00	\$75.50
30 Mos.	6 Mos.	\$729.00	\$86.00
36 Mos. (Maximum)		\$825.00	\$96.00
Pension Band		108	

WAGE TABLE: 10

**SENIOR CLERK
STENOGRAPHER CLERK**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$379.00	
6 Mos.	6 Mos.	\$428.50	\$49.50
12 Mos.	6 Mos.	\$486.50	\$58.00
18 Mos.	6 Mos.	\$551.00	\$64.50
24 Mos.	6 Mos.	\$624.00	\$73.00
30 Mos.	6 Mos.	\$708.00	\$84.00
36 Mos. (Maximum)		\$802.00	\$94.00
Pension Band		107	

WAGE TABLE: 11

GENERAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$367.00	
6 Mos.	6 Mos.	\$414.00	\$47.00
12 Mos.	6 Mos.	\$468.50	\$54.50
18 Mos.	6 Mos.	\$529.00	\$60.50
24 Mos.	6 Mos.	\$598.00	\$69.00
30 Mos.	6 Mos.	\$676.00	\$78.00
36 Mos. (Maximum)		\$763.50	\$87.50
Pension Band		106	

EFFECTIVE AUGUST 6, 2006

WAGE TABLE: 01
PUBLIC COMMUNICATIONS
SALES REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$511.50	
6 Mos.	6 Mos.	\$570.50	\$59.00
12 Mos.	6 Mos.	\$636.00	\$65.50
18 Mos.	6 Mos.	\$710.00	\$74.00
24 Mos.	6 Mos.	\$790.50	\$80.50
30 Mos.	6 Mos.	\$882.00	\$91.50
36 Mos.	6 Mos.	\$983.50	\$101.50
42 Mos.	6 Mos.	\$1,096.50	\$113.00
48 Mos. (Maximum)		\$1,223.50	\$127.00
Pension Band		123	

WAGE TABLE: 02
COMMERCIAL
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$464.50	
6 Mos.	6 Mos.	\$521.00	\$56.50
12 Mos.	6 Mos.	\$585.50	\$64.50
18 Mos.	6 Mos.	\$656.00	\$70.50
24 Mos.	6 Mos.	\$735.50	\$79.50
30 Mos.	6 Mos.	\$825.50	\$90.00
36 Mos.	6 Mos.	\$926.50	\$101.00
42 Mos.	6 Mos.	\$1,039.50	\$113.00
48 Mos. (Maximum)		\$1,167.00	\$127.50
Pension Band		121	

WAGE TABLE: 03
CONSULTANT
SERVICE REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$447.50	
6 Mos.	6 Mos.	\$511.50	\$64.00
12 Mos.	6 Mos.	\$585.50	\$74.00
18 Mos.	6 Mos.	\$668.00	\$82.50
24 Mos.	6 Mos.	\$763.50	\$95.50
30 Mos.	6 Mos.	\$872.00	\$108.50
36 Mos. (Maximum)		\$996.50	\$124.50
Pension Band		114	

WAGE TABLE: 04
CUSTOMER ACCOUNT
REPRESENTATIVE
CUSTOMER BUSINESS
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$431.00	
6 Mos.	6 Mos.	\$492.00	\$61.00
12 Mos.	6 Mos.	\$562.00	\$70.00
18 Mos.	6 Mos.	\$642.50	\$80.50
24 Mos.	6 Mos.	\$734.00	\$91.50
30 Mos.	6 Mos.	\$838.50	\$104.50
36 Mos. (Maximum)		\$958.50	\$120.00
Pension Band		112	

EFFECTIVE AUGUST 6, 2006

WAGE TABLE: 05
COIN TELEPHONE
COLLECTOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$461.00	
6 Mos.	6 Mos.	\$520.00	\$59.00
12 Mos.	6 Mos.	\$586.50	\$66.50
18 Mos.	6 Mos.	\$660.50	\$74.00
24 Mos.	6 Mos.	\$745.00	\$84.50
30 Mos.	6 Mos.	\$839.50	\$94.50
36 Mos. (Maximum)		\$946.00	\$106.50
Pension Band		112	

WAGE TABLE: 06
ENHANCED TEAM
COORDINATOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$425.50	
6 Mos.	6 Mos.	\$481.50	\$56.00
12 Mos.	6 Mos.	\$545.50	\$64.00
18 Mos.	6 Mos.	\$616.00	\$70.50
24 Mos.	6 Mos.	\$697.50	\$81.50
30 Mos.	6 Mos.	\$789.00	\$91.50
36 Mos. (Maximum)		\$893.00	\$104.00
Pension Band		110	

WAGE TABLE: 07
COLLECTION
REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$416.00	
6 Mos.	6 Mos.	\$472.00	\$56.00
12 Mos.	6 Mos.	\$535.00	\$63.00
18 Mos.	6 Mos.	\$606.00	\$71.00
24 Mos.	6 Mos.	\$687.00	\$81.00
30 Mos.	6 Mos.	\$779.00	\$92.00
36 Mos. (Maximum)		\$882.50	\$103.50
Pension Band		110	

WAGE TABLE: 08
CUSTOMER SERVICE CLERK
SALES REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$400.00	
6 Mos.	6 Mos.	\$454.00	\$54.00
12 Mos.	6 Mos.	\$516.00	\$62.00
18 Mos.	6 Mos.	\$586.50	\$70.50
24 Mos.	6 Mos.	\$666.50	\$80.00
30 Mos.	6 Mos.	\$757.00	\$90.50
36 Mos. (Maximum)		\$859.00	\$102.00
Pension Band		109	

EFFECTIVE AUGUST 6, 2006

WAGE TABLE: 09

STAFF CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$398.50	
6 Mos.	6 Mos.	\$451.50	\$53.00
12 Mos.	6 Mos.	\$511.00	\$59.50
18 Mos.	6 Mos.	\$579.00	\$68.00
24 Mos.	6 Mos.	\$656.00	\$77.00
30 Mos.	6 Mos.	\$743.50	\$87.50
36 Mos. (Maximum)		\$841.50	\$98.00
Pension Band		108	

WAGE TABLE: 10

SENIOR CLERK
STENOGRAPHER CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$386.50	
6 Mos.	6 Mos.	\$437.00	\$50.50
12 Mos.	6 Mos.	\$496.00	\$59.00
18 Mos.	6 Mos.	\$562.00	\$66.00
24 Mos.	6 Mos.	\$636.50	\$74.50
30 Mos.	6 Mos.	\$722.00	\$85.50
36 Mos. (Maximum)		\$818.00	\$96.00
Pension Band		107	

WAGE TABLE: 11

GENERAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$374.50	
6 Mos.	6 Mos.	\$422.50	\$48.00
12 Mos.	6 Mos.	\$478.00	\$55.50
18 Mos.	6 Mos.	\$539.50	\$61.50
24 Mos.	6 Mos.	\$610.00	\$70.50
30 Mos.	6 Mos.	\$689.50	\$79.50
36 Mos. (Maximum)		\$779.00	\$89.50
Pension Band		106	

EFFECTIVE AUGUST 5, 2007

**WAGE TABLE: 01
PUBLIC COMMUNICATIONS
SALES REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$521.50	
6 Mos.	6 Mos.	\$582.00	\$60.50
12 Mos.	6 Mos.	\$648.50	\$66.50
18 Mos.	6 Mos.	\$724.00	\$75.50
24 Mos.	6 Mos.	\$806.50	\$82.50
30 Mos.	6 Mos.	\$899.50	\$93.00
36 Mos.	6 Mos.	\$1,003.00	\$103.50
42 Mos.	6 Mos.	\$1,118.50	\$115.50
48 Mos. (Maximum)		\$1,248.00	\$129.50
Pension Band		123	

**WAGE TABLE: 02
COMMERCIAL
REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$474.00	
6 Mos.	6 Mos.	\$531.50	\$57.50
12 Mos.	6 Mos.	\$597.00	\$65.50
18 Mos.	6 Mos.	\$669.00	\$72.00
24 Mos.	6 Mos.	\$750.00	\$81.00
30 Mos.	6 Mos.	\$842.00	\$92.00
36 Mos.	6 Mos.	\$945.00	\$103.00
42 Mos.	6 Mos.	\$1,060.50	\$115.50
48 Mos. (Maximum)		\$1,190.50	\$130.00
Pension Band		121	

**WAGE TABLE: 03
CONSULTANT
SERVICE REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$456.50	
6 Mos.	6 Mos.	\$521.50	\$65.00
12 Mos.	6 Mos.	\$597.00	\$75.50
18 Mos.	6 Mos.	\$681.50	\$84.50
24 Mos.	6 Mos.	\$779.00	\$97.50
30 Mos.	6 Mos.	\$889.50	\$110.50
36 Mos. (Maximum)		\$1,016.50	\$127.00
Pension Band		114	

**WAGE TABLE: 04
CUSTOMER ACCOUNT
REPRESENTATIVE
CUSTOMER BUSINESS
REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$439.50	
6 Mos.	6 Mos.	\$502.00	\$62.50
12 Mos.	6 Mos.	\$573.00	\$71.00
18 Mos.	6 Mos.	\$655.50	\$82.50
24 Mos.	6 Mos.	\$748.50	\$93.00
30 Mos.	6 Mos.	\$855.50	\$107.00
36 Mos. (Maximum)		\$977.50	\$122.00
Pension Band		112	

EFFECTIVE AUGUST 5, 2007

**WAGE TABLE: 05
COIN TELEPHONE
COLLECTOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$470.00	
6 Mos.	6 Mos.	\$530.50	\$60.50
12 Mos.	6 Mos.	\$598.00	\$67.50
18 Mos.	6 Mos.	\$673.50	\$75.50
24 Mos.	6 Mos.	\$760.00	\$86.50
30 Mos.	6 Mos.	\$856.50	\$96.50
36 Mos. (Maximum)		\$965.00	\$108.50
Pension Band		112	

**WAGE TABLE: 06
ENHANCED TEAM
COORDINATOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$434.00	
6 Mos.	6 Mos.	\$491.00	\$57.00
12 Mos.	6 Mos.	\$556.50	\$65.50
18 Mos.	6 Mos.	\$628.50	\$72.00
24 Mos.	6 Mos.	\$711.50	\$83.00
30 Mos.	6 Mos.	\$805.00	\$93.50
36 Mos. (Maximum)		\$911.00	\$106.00
Pension Band		110	

**WAGE TABLE: 07
COLLECTION
REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$424.50	
6 Mos.	6 Mos.	\$481.50	\$57.00
12 Mos.	6 Mos.	\$545.50	\$64.00
18 Mos.	6 Mos.	\$618.00	\$72.50
24 Mos.	6 Mos.	\$700.50	\$82.50
30 Mos.	6 Mos.	\$794.50	\$94.00
36 Mos. (Maximum)		\$900.00	\$105.50
Pension Band		110	

**WAGE TABLE: 08
CUSTOMER SERVICE CLERK
SALES REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$408.00	
6 Mos.	6 Mos.	\$463.00	\$55.00
12 Mos.	6 Mos.	\$526.50	\$63.50
18 Mos.	6 Mos.	\$598.00	\$71.50
24 Mos.	6 Mos.	\$680.00	\$82.00
30 Mos.	6 Mos.	\$772.00	\$92.00
36 Mos. (Maximum)		\$876.00	\$104.00
Pension Band		109	

EFFECTIVE AUGUST 5, 2007

WAGE TABLE: 09

STAFF CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$406.50	
6 Mos.	6 Mos.	\$460.50	\$54.00
12 Mos.	6 Mos.	\$521.00	\$60.50
18 Mos.	6 Mos.	\$590.50	\$69.50
24 Mos.	6 Mos.	\$669.00	\$78.50
30 Mos.	6 Mos.	\$758.50	\$89.50
36 Mos. (Maximum)		\$858.50	\$100.00
Pension Band		108	

WAGE TABLE: 10

SENIOR CLERK
STENOGRAPHER CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$394.00	
6 Mos.	6 Mos.	\$445.50	\$51.50
12 Mos.	6 Mos.	\$506.00	\$60.50
18 Mos.	6 Mos.	\$573.00	\$67.00
24 Mos.	6 Mos.	\$649.00	\$76.00
30 Mos.	6 Mos.	\$736.50	\$87.50
36 Mos. (Maximum)		\$834.50	\$98.00
Pension Band		107	

WAGE TABLE: 11

GENERAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$382.00	
6 Mos.	6 Mos.	\$431.00	\$49.00
12 Mos.	6 Mos.	\$487.50	\$56.50
18 Mos.	6 Mos.	\$550.50	\$63.00
24 Mos.	6 Mos.	\$622.00	\$71.50
30 Mos.	6 Mos.	\$703.50	\$81.50
36 Mos. (Maximum)		\$794.50	\$91.00
Pension Band		106	

EXHIBIT D
PENSION BANDS AND BENEFITS

D1.00 Pension Bands

<u>Job Titles</u>	<u>Wage Zone</u>
	<u>1</u>
Coin Telephone Collector	112
Collection Representative	110
Commercial Representative	121
Consultant	114
Customer Service Clerk	108
ET Coordinator	110
General Clerk	106
Public Communications Sales Representative	123
Sales Representative	109
Senior Clerk	107
Service Representative	114
Staff Clerk	108
Stenographer-Clerk	107

D2.00 Monthly Benefit Table

Pension Band	Previous Effective Amounts	Temporary 4Q 2003	Effective 1/1/2004 - 10/31/2004	Effective 11/1/2004	Effective 10/1/2005	Effective 10/1/2006	Effective 10/1/2007
101	\$31.36	\$32.93	\$31.36	\$31.99	\$32.95	\$33.94	\$34.96
102	\$32.66	\$34.29	\$32.66	\$33.31	\$34.31	\$35.34	\$36.40
103	\$33.98	\$35.68	\$33.98	\$34.66	\$35.70	\$36.77	\$37.87
104	\$35.31	\$37.08	\$35.31	\$36.02	\$37.10	\$38.21	\$39.36
105	\$36.63	\$38.46	\$36.63	\$37.36	\$38.48	\$39.63	\$40.82
106	\$37.97	\$39.87	\$37.97	\$38.73	\$39.89	\$41.09	\$42.32
107	\$39.28	\$41.24	\$39.28	\$40.07	\$41.27	\$42.51	\$43.79
108	\$40.59	\$42.62	\$40.59	\$41.40	\$42.64	\$43.92	\$45.24
109	\$41.96	\$44.06	\$41.96	\$42.80	\$44.08	\$45.40	\$46.76
110	\$43.25	\$45.41	\$43.25	\$44.12	\$45.44	\$46.80	\$48.20
111	\$44.58	\$46.81	\$44.58	\$45.47	\$46.83	\$48.23	\$49.68
112	\$45.88	\$48.17	\$45.88	\$46.80	\$48.20	\$49.65	\$51.14
113	\$47.22	\$49.58	\$47.22	\$48.16	\$49.60	\$51.09	\$52.62
114	\$48.55	\$50.98	\$48.55	\$49.52	\$51.01	\$52.54	\$54.12
115	\$49.85	\$52.34	\$49.85	\$50.85	\$52.38	\$53.95	\$55.57
116	\$51.19	\$53.75	\$51.19	\$52.21	\$53.78	\$55.39	\$57.05
117	\$52.48	\$55.10	\$52.48	\$53.53	\$55.14	\$56.79	\$58.49
118	\$53.84	\$56.53	\$53.84	\$54.92	\$56.57	\$58.27	\$60.02

<u>Pension Band</u>	<u>Previous Effective Amounts</u>	<u>Temporary 4Q 2003</u>	<u>Effective 1/1/2004 - 10/31/2004</u>	<u>Effective 11/1/2004</u>	<u>Effective 10/1/2005</u>	<u>Effective 10/1/2006</u>	<u>Effective 10/1/2007</u>
119	\$55.17	\$57.93	\$55.17	\$56.27	\$57.96	\$59.70	\$61.49
120	\$56.47	\$59.29	\$56.47	\$57.60	\$59.33	\$61.11	\$62.94
121	\$57.78	\$60.67	\$57.78	\$58.94	\$60.71	\$62.53	\$64.41
122	\$59.13	\$62.09	\$59.13	\$60.31	\$62.12	\$63.98	\$65.90
123	\$60.44	\$63.46	\$60.44	\$61.65	\$63.50	\$65.41	\$67.37
124	\$61.76	\$64.85	\$61.76	\$63.00	\$64.89	\$66.84	\$68.85
125	\$63.08	\$66.23	\$63.08	\$64.34	\$66.27	\$68.26	\$70.31
126	\$64.40	\$67.62	\$64.40	\$65.69	\$67.66	\$69.69	\$71.78
127	\$65.74	\$69.03	\$65.74	\$67.05	\$69.06	\$71.13	\$73.26
128	\$67.03	\$70.38	\$67.03	\$68.37	\$70.42	\$72.53	\$74.71
129	\$68.38	\$71.80	\$68.38	\$69.75	\$71.84	\$74.00	\$76.22
130	\$69.67	\$73.15	\$69.67	\$71.06	\$73.19	\$75.39	\$77.65
131	\$71.03	\$74.58	\$71.03	\$72.45	\$74.62	\$76.86	\$79.17
132	\$72.36	\$75.98	\$72.36	\$73.81	\$76.02	\$78.30	\$80.65
133	\$73.66	\$77.34	\$73.66	\$75.13	\$77.38	\$79.70	\$82.09
134	\$75.00	\$78.75	\$75.00	\$76.50	\$78.80	\$81.16	\$83.59
135	\$76.28	\$80.09	\$76.28	\$77.81	\$80.14	\$82.54	\$85.02

LETTER AGREEMENTS

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ADVISORY COUNCIL ON FAMILY CARE (ACFC) AND TRAINING ADVISORY BOARD EXECUTIVE COUNCIL (TABEC)

The parties agree that an Advisory Council on Family Care (ACFC) and a Training Advisory Board Executive Council (TABEC), will continue to operate over the life of this agreement subject to the following:

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

- 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
- surveys, studies and reports involving the needs of employees and the changing of family care

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

- career counseling services, resources, and functions like those detailed in paragraph 1 on pages 80 and 81 in the 1992 MOU for the Career Resource Center or a similar initiative if the TABEC so decides (and participation shall be that which is defined in the 1992 MOU on page 82 paragraph 2)
- employment security training such as continuing education programs including home study (Atlas), and after hours programs (PM education)
- criteria development for Competitive Skills Award

Each committee shall consist of three (3) management representatives from the Bell Atlantic Network Services Companies and three (3) representatives from the Communications Workers of America. Where feasible, meetings of the ACFC and the TABEC will be scheduled on the same dates at consecutive times.

The ACFC shall meet from time to time but at least four (4) times per year. The TABEC shall meet from time to time but at least two (2) times per year.

TABEC will provide guidance and direction to existing local Training Advisory Boards which will continue to function under language negotiated in the Local Bargaining Unit agreements.

The Companies will provide funding over the life of this agreement in the amount of \$6,300,000 for the TABEC. This funding shall be utilized as specified above and, in addition, costs and expenses associated with the professional educational counselor for the Training Advisory Boards, costs and expenses for other

non-Bell Atlantic Staff and funding for the Competitive Skills Incentive Award as well as all other existing and new programs managed by the TABEC such as Career Resource Centers and all functions therein will be counted against the \$6,300,000 funding.

The Companies will also provide funding during the life of this agreement in the amount of \$3,500,000 for the ACFC for services and programs such as those listed above. If consultants or other third parties are utilized, their fees will also be counted against this funding.

The TABEC and the ACFC will be responsible for accounting for all funds expended and to carry out duties in accord with good business judgment and applicable Company policies.

Funds may be interchanged between the TABEC and ACFC with the approval of a majority of the members of each Committee. Contracts with providers/suppliers as well as other specific expenditures can be authorized by a vote of five (5) or more members of the TABEC or the ACFC to carry out the programs specified above.

Participation in all sponsored programs of the ACFC and TABEC will be voluntary and will occur outside of working hours except as otherwise specifically provided for in a local contract. Nothing in these ACFC or TABEC provisions shall be subject to arbitration.

ADVISORY COMMITTEE ON HEALTH CARE (ACHC)

This reconfirms our understanding of August 22, 1992, in which it was agreed that health care continues to be a significant concern to the Company and the Union. The Company and the Union mutually recognize the following needs:

- to review trends with regard to troublesome individual cases to determine whether lack of education, administrative procedures or plan design is contributing to the problem and to recommend solutions if appropriate;
- to review covered services, quality standards, and pricing of the Health Maintenance Organizations (HMOs) which are available to employees and, if necessary, to recommend appropriate corrective action;
- to recommend (and develop) joint educational programs to help employees know how to better use their plans and become more aware consumers of medical services;
- to review all health care Summary Plan Descriptions (SPDs) for clarity, quality and understandability and to recommend changes or additions as appropriate utilizing the Plan document as reference;
- to investigate the impact of changing medical patterns of practice to determine areas of the plans that might need to be adjusted and to recommend changes, if appropriate;
- to examine annual utilization and cost data and trends with the idea of identifying areas for additional educational efforts or cost containment initiatives;
- to review design of forms for clarity and ease of use;
- to review the impact of current cost containment plan initiatives and any additional measures that are developed in the marketplace, and to recommend changes or additions, if appropriate;
- to develop cost-effective recommendations on preventive health care benefits, personal health care practices and wellness programs;
- to recommend specific physicians and hospitals for inclusion in, or exclusion from, the Managed Care Network;
- to recommend when the Managed Care Network should be introduced in a given geographical area, based upon the availability of a sufficient number and variety of providers;
- to recommend changes in the deductibles and/or stop loss levels for non-Network providers, provided that the carrier or third party administrator of the Network concurs that such changes will not have a negative impact on the effectiveness of the Network;
- to review geographical coverage and provider to employee ratios for the Dental Maintenance Organization and any existing vision care PPO and,

based on such review, to recommend appropriate changes like additional optometrists and ophthalmologists;

- to receive periodic updates on general circumstances and trends of cases in which the carrier/administrator has denied coverage for procedures, protocols or drugs because of their experimental nature and to receive informational updates on the current standards utilized by the carrier/administrator in making such determinations;
- to review the findings of all independent quality evaluations of health care administrator/provider networks, facilities and physicians which may be undertaken from time to time in connection with services provided for the Bell Atlantic Network Companies' health care Plans and to receive periodic updates with respect to the implementation of recommendations set forth in the findings of such quality evaluations;
- to provide input to the Company with respect to the annual performance evaluation of the various Plan carrier/administrators and to review, in advance, the level of monetary penalties, if any, assessed against any carrier/administrator;
- to review and provide input to the Company, in advance of execution, on all contracts with carriers, administrators or providers for services in connection with all bargained-for health care plans (Medical, Dental and Vision) except for contracts executed prior to ratification of this Memorandum of Understanding.

To address the above needs, the Company and the Union agree to continue the Advisory Committee on Health Care at the regional level. The Working Committee shall have a total of not more than six (6) management representatives from the Bell Atlantic Network Services Companies and not more than three (3) representatives appointed by the Communications Workers of America (CWA) and three (3) from the International Brotherhood of Electrical Workers (IBEW). It is anticipated that the representatives of the Companies and the Unions will be subject matter experts. As needed, outside experts (e.g., representatives of carriers and third-party administrators) shall attend the Committee meetings.

The Committee shall meet from time to time, but at least quarterly.

The Committee shall develop facts and use consensus to make recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision. The Committee may recommend substantive changes in health care plans and/or methods of administration for consideration by the Company.

This Letter of Understanding will remain in effect until August 8, 1998. Thereafter, this Letter of Understanding can be canceled upon 30 days notice to either party. Unless so canceled, this Letter of Understanding will continue indefinitely, without regard to expiration of the collective bargaining agreement.

Agreement Continuation

The following Common Issues MOU provisions with an expiration date of August 2, 2003 (unless otherwise noted) are hereby extended for the life of the new collective bargaining agreements, with no change in their terms and will be included in the applicable collective bargaining agreement(s):

- Outside Copper Cable Splicing
- Internal v. External Staffing Commitment
- IME Program
- Stress Letter of Understanding
- 1991 Memorandum of Understanding ("PA Information Age Agreement")
- BANI Customer Bid Work Letter
- Letter Agreement on Termination of Outside Contractors
- Letter Agreement on Service Quality Observing
- Letter Agreement on Service Monitoring
- FMLA - Absence for Union Business
- Provisions on Vacation Scheduling Percentage (Percentage is 18%)
- Short Notice Excused Work Days

Any Memorandum of Understanding provision that was in effect during the period of the 2000 collective bargaining agreements which has not been altered, changed, or removed, but which may have been inadvertently omitted from the above list, will speak for itself.

The status of MOU provisions with an expiration date of August 2, 2003 which have been modified by the parties during 2003 negotiations will speak for themselves.

All Local, District and International agreements that were valid and enforceable under the 2000 collective bargaining agreements, and which have not been separately renegotiated by the parties in 2003 negotiations, will continue in effect for the life of the new agreements.

The status of all Local, District and International agreements that have been renegotiated during 2003 negotiations will speak for themselves.

In the event a letter agreement has been inadvertently omitted, it will be treated in accord with the above provisions.

On the subject of oral agreements, there is no intention on the Companies' part to change the status of any oral agreement — whatever contractual status any oral

agreement had during the term of the 2000 contracts will remain unchanged unless a change is made subsequent to collective bargaining.

If there are particular oral agreements that the Union wishes to discuss or which become the subject of a dispute after the contract, the Union may bring them to the attention of Labor Relations. If we are unable to resolve the situation, the dispute can be submitted to arbitration under the usual procedures.

For The Companies:

By /s/ Ronald H. Williams

Executive Director, Labor Relations

Dated: September 5, 2003

For The Communications Workers
Of America:

By: /s/ James J. Short

Assistant to Vice President
CWA District 13

Dated: September 5, 2003

August 17, 2000

Mr. James Short
Assistant to Vice President
District 13, CWA
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Short:

This letter is to recognize that during 2000 bargaining, the issue of assigning Pennsylvania and Delaware employees to work in other states within the Mid-Atlantic Region (DC, VA, MD, WV, NJ, DE, PA) has been discussed.

In response to concerns raised by the Union, the Company agrees that it will seek volunteers when a need arises to send Pennsylvania or Delaware employees to work in another Mid-Atlantic state. Upon request, the Union agrees to assist the Company in securing volunteers.

In the event of an emergency (such as a major service problem, severe weather, or other Act of God) in the receiving state, the Company will first seek volunteers; however, if there are not enough volunteers, the Company may assign Pennsylvania or Delaware employees to work out of state.

The Company will notify the Union when Pennsylvania or Delaware employees are asked to work out of state.

The commitments in this letter will remain in effect for the life of the new Local 13100 and 13500 collective bargaining agreements.

Very truly yours,

(s) Ron Williams
Executive Director-Labor Relations

AGREED:

(s) Jim Short
Bargaining Agent
Communications Workers of America

August 3, 2003

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad Street, 19th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Tipping:

As discussed during 2003 bargaining, Verizon Delaware Inc. and Verizon Services Corp. (collectively "Company") and The Diamond State Telephone Commercial Union, Local 13100, CWA ("Union") agree to amend the August 11, 1998 letter agreement (modified 8/23/00) on continuing the trial on the use of a warning letter in lieu of suspension for employees with poor absence and tardiness records when administering the Regional Attendance Plan (RAP).

We have agreed upon the following procedure:

1. The procedure will involve all associate employees who are currently represented by Local 13100 or who hereafter become represented by Local 13100.

2. A letter in lieu of suspension may be substituted for any actual suspension warranted when advancing an employee under the RAP, as appropriate.

3. A letter in lieu of suspension may be grieved and arbitrated in a timely fashion as if it were a suspension in accordance with Article 12 ("Demotions for Misconduct, Discharges and Suspensions").

4. Neither the Company nor the Union will take the position that letters in lieu of suspension are not arbitrable. Neither the Company nor the Union will take the position that letters in lieu of suspension are not progressive discipline.

5. It is understood by both parties that the Union's agreement to the procedure set forth above does not mean that the Union agrees with the Company's Regional Attendance Plan.

Sincerely,

W Maxine M. L'Abbee
Director-Labor Relations

AGREED:

W Terrance Tipping
CWA Staff Representative

August 28, 1992

Mr. James N. Byrne
Staff Representative
CWA, AFL-CIO, District 13
230 South Broad Street
15th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Byrne:

This will confirm our understanding during 1992 bargaining regarding employee requests for time off to attend child support proceedings.

Employees may request time off to be taken as a vacation day(s), floating holiday(s), excused work day(s), or time off without pay to attend child support proceedings. These requests will be granted four (4) times a year if the employee gives at least five (5) calendar days advance notice and appropriate documentation to his/her supervisor.

The parties understand that, customarily, child support proceedings do not require a full day. Accordingly, employees who have been granted time off without pay to attend a child support proceeding will be expected to work some portion of the day, if feasible, and will be excused only for the time actually spent at the proceeding and reasonable travel time.

Very truly yours,
(s) Dana W. Blewett
Director - Labor Relations

AGREED:
(s) James Byrne
CWA - Staff Representative

LETTER OF UNDERSTANDING - "BANDI"

A condition of the Federal Communications Commission's approval of the merger between Bell Atlantic and GTE is the creation of a separate data affiliate ("SDA") to provide certain data services. The parties understand that the SDA, Bell Atlantic Network Data, Inc. ("BANDI") will need to employ employees who are currently employed by some former Bell Atlantic Network Services Companies in bargaining units represented by the CWA ("Union"). The Network Services Companies and the Union hereby agree that bargaining unit employees of the Network Services Companies may be transferred, on a voluntary basis, to employment at BANDI, which shall be treated as a transfer between employers within the same bargaining unit. Simultaneous with such transfers, BANDI will recognize the Union as the exclusive bargaining representative of the transferred employees, and the collective bargaining agreement that governed employees' terms and conditions of employment immediately prior to the change in employer will be amended to add BANDI as a party to the agreement effective as of the date of the first employee's transfer. (If BANDI's corporate name is changed, the new name will be substituted for BANDI.)

BANDI employees will continue to be covered by any promotion, lateral or downgrade plans (as well as all other rights) available to employees of the former Network Services Companies and may continue to avail themselves of the use of these plans.

The parties further understand that as a result of regulatory requirements, BANDI will not be able to provide local concession telephone service to its employees. Instead, bargaining unit employees shall receive \$35 per month to be included in payroll compensation that will be effective upon the first month that a bargaining unit employee becomes employed by BANDI. BANDI employees who retire during the life of the current agreement will receive a lump sum payment of \$2,600, less applicable deductions.

By: (s) Ron Williams

By: (s) Jim Short

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

Bargaining Agent
Communications Workers of America

Dated: August 6, 2000

August 3, 2003

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad Street, 19th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Tipping:

This letter will confirm our discussions during 2003 contract negotiations that the Company will agree to provide three (3) cellular telephones for use by Coin Telephone Collectors in Delaware.

Unless renewed or amended, this agreement will expire on August 2, 2008.

Very truly yours,

Maxine M. J. Abhee
Director-Labor Relations

AGREED:

Terrance Tipping
CWA Staff Representative

COMMERCIAL STRESS RELIEF PACKAGE

8-23-00

**SPECIAL WAGE INCREASE FOR SERVICE
REPRESENTATIVES/CONSULTANTS**

A wage increase for the Consultant/Service Representative titles of 4% shall be effective on August 6, 2000. This increase will be applied to all steps of the applicable basic wage schedules before application of the general base wage increase.

**SERVICE REPRESENTATIVES/CONSULTANTS —
DOWNGRADES, TRANSFERS, PROMOTIONS**

This will confirm that for the life of the 2000 collective bargaining agreement. Consultants/Service Representatives who are not meeting their sales objectives will be allowed to apply for non-sales related positions (positions without sales objectives or requiring sales skills) provided that they meet all other appraisal standards and other applicable qualifications except for sales objectives.

EVALUATIVE OBSERVATIONS

8-23-00

This letter will confirm our agreement to modify evaluative observation practices for certain Consultants in all lines of business for the life of the 2000 collective bargaining agreement, and to conduct a trial moratorium on evaluative observations for certain Consultants.

Effective January 1, 2001, the modifications to evaluative observation practices for Consultants in all lines of business are as follows:

- 1) Consultants will receive advance notification of evaluative observations except for Consultants who received an overall rating of "Needs Improvement", "Does Not Meet Requirements", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan in performance only.
- 2) The Company will utilize results from diagnostic observations and other criteria such as CCI results to measure the performance of each office and compare the office's performance and results during the trial with those before the trial. This will occur during the first six months of the trial. Before a decision is made on whether or not to continue the trials, the results will be discussed with the Union. After the notification requirement contained in paragraph one (1) above has been in use for a six (6) month period, the Company and the Union will determine whether to continue it for an additional period of time.
- 3) The Company will endeavor to provide face-to-face feedback on observations by the close of the day on which the observation was taken but in no event later than the close of the next business day on which both the Consultant and the team leader who conducted the observation are on the job and are working at a common work location for their full tours.
- 4) Evaluative observing will take place only during the first 7 paid hours of a scheduled work day for employees with a 35 hour basic work week, or during the first 7.5 paid hours of a scheduled work day for employees with a 37.5 hour basic work week. If the Company determines that a Consultant's performance is substantially different during periods of diagnostic evaluation, as compared to periods of evaluative observation, evaluative observations may be conducted on that Consultant beyond the first 7 hours or 7.5 hours, whichever applies.
- 5) On an annual basis, evaluative observations will be limited in frequency as follows:
 - * 20 observations for Consultants who received an overall rating of "Exceeds Requirements" on their most recent annual evaluation under the Associate Appraisal Plan;

- 30 observations for Consultants who received an overall rating of "Meets All" on their most recent annual evaluation under the Associate Appraisal Plan; and
 - 40 observations for Consultants who received an overall rating of "Needs Improvement", "Does Not Meet", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.
- 6) It is expressly understood that these modifications do not apply to diagnostic evaluations, which are not appraisal-impacting.

The Company further agrees to conduct a trial moratorium on evaluative observations in one Consumer organization RSSC in each CWA Local for a three (3) month period during the term of the new contract. Consultants will be eligible to participate in this trial if they are rated "Exceeds Requirements" or "Meets All Requirements" on their most recent evaluation under the Associate Appraisal Plan. If the Company determines that overall office performance as it relates to sales, customer satisfaction or customer quality declines as a result of this trial, the Company and the Union will meet to review the information and to make a determination to continue the contact freedom trial.

CLOSED TIME

8-23-00

This will confirm our agreement with respect to providing off-line time to Consultants in all lines of business. This agreement will be effective March 1, 2001, and remain in effect for the life of the 2000 collective bargaining agreement.

Effective March 1, 2001, on Tuesdays through Saturdays, excluding the first business day after a holiday, the Company will provide 15 minutes of closed time per day per scheduled Consultant. Effective July 1, 2001, on Tuesdays through Saturdays, excluding the first business day after a holiday, the Company will provide an additional 15 minutes of closed time per day per scheduled Consultant. Closed time does not constitute a break, but rather is provided to the Consultant for purposes of performing productive work dealing with customer related issues. It does not, however, include training time. If an emergency condition as defined in the applicable collective bargaining agreement exists on any given day, the supervisor shall notify the Union steward that closed time is not available that day.

Any question arising in connection with this letter is specifically excluded from the arbitration provisions of the collective bargaining agreement.

DISCONNECT WORK

8-23-00

This will confirm our agreement that for the life of the 2000 collective bargaining agreement, the Company will return customer disconnect service order work to the Consumer RSSCs no later than June 1, 2001.

DSL DEMAND SALES

8-23-00

This will confirm our agreement as follows:

1. The Company's Residence Sales and Service Organization (Consumer) will, by the end of the current contract, train its Consultants to handle customer incoming calls for Verizon-On-Line DSL requests in D.C., DE, MD, NJ, PA, VA, WV ("Mid-Atlantic Region"). At least 50 Consultants in PA/DE, 50 Consultants/CSRs in NJ, and 100 Consultants in the combined D.C., MD, VA, and WV will be trained before June 1, 2001.
2. The Company's General Business Sales Organization (GBS) will, before June 1, 2001, train a total of at least 10 bargaining unit Consultants in the Mid-Atlantic Region to handle customer incoming calls for Verizon-On-Line DSL requests.
3. GBS and Consumer Consultants will become the primary channel for incoming sales demand calls to business offices in the Mid-Atlantic Region requesting Verizon-On-Line DSL service for the types of customers handled by GBS and Consumer, except that complex Verizon-On-Line DSL calls will continue to be handled by the Company's High Speed Solution Center until the Company is satisfied that the technology is in place in business offices for GBS and Consumer Consultants to handle such complex calls, and until they are trained to do so. The Company expects this technology to be developed and such training to be completed by June 1, 2001, and will use its best efforts to meet this target.
4. Further, nothing herein shall limit the Company from assigning non-demand DSL sales work of any kind to any sales channel such as, for example, telemarketers or Internet based ordering.
5. Except for the specific commitments set forth above, nothing in this letter of agreement shall be construed to affect any existing rights or obligations under the collective bargaining agreement.

STRESS RELIEF COMMITTEE

8-23-00

In recognition of the need to address issues of employee stress, the parties agree to create a joint Mid-Atlantic Region-wide Company-Union Stress Relief Committee, comprised of five representatives of the Company, and five representatives of the Union, and will be co-chaired by the President of the Retail Markets Group and the District 13 representative with primary responsibility for Commercial issues.

The parties will discuss issues relating to employee stress in the Consumer, General Business Sales, and Receivables Management organizations. Among the matters that the committee will discuss are the following:

- Pro-rated sales objectives;
- Computer timing/adherence;
- Training;
- Wait Time;
- Cap of Force Movement

The committee will meet at mutually agreeable times, commencing no later than 60 days after ratification of the collective bargaining agreement. The Committee will issue an executive report containing its recommendations no later than January 31, 2001.

LIMITATIONS ON MANDATORY OVERTIME

(Applicable to Commercial Employees Only)

8-23-00

The overtime limits ("caps") of 10 or 15 hours specified in existing overtime administration provisions in the DC, MD, VA, WV, VSC, Local 13100, and Local 13500 collective bargaining agreements shall both be reduced to seven and one-half (7.5) hours.

In addition, the following provision will apply in all of the collective bargaining agreements: The Company will give reasonable consideration to an employee's timely request to be excused.

NOTICE FOR MANDATORY OVERTIME

8-23-00

No mandatory overtime will be assigned to Service Representatives/Consultants with less than 24 hours notice before the start of the tour in which the overtime is to be worked to the affected employee, except for the following situations:

1. To complete calls and/or clear calls in queue at the end of a tour, or
2. Extenuating service conditions, in which case the Company will contact the Union in advance to explain the situation.
3. Emergency conditions as defined in the existing contract provisions on overtime "caps".

SERVICE REPRESENTATIVE/CONSULTANT - TIME IN TITLE

8-23-00

Effective January 1, 2001, the time in title requirement under RAMP for the Service Representative and Consultant titles shall be reduced from 36 months to 30 months.

The above change should not be read to suggest that the Companies and Union have negotiated any provision of RAMP or that the Union accepts RAMP, either in whole or in part. This letter is simply a commitment by the Companies regarding how they will administer a single RAMP requirement for the life of the 2000 collective bargaining agreements.

August 23, 1983
(Rev. January 25, 1996)

Ms. Charlotte Jamieson, President
Diamond State Telephone Commercial Union
27 West Market Street, Suite #5
Newport, Delaware 19804

Dear Ms. Jamieson:

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 the Diamond State Telephone Company.

1. As agreed to in national bargaining, all active and retired employees of the Diamond State Telephone Company 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 the Diamond State Telephone Company from the Bell System and will be at no cost to the employees.

2. In addition, the Union and the Diamond State Telephone Company 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, Diamond State Telephone Company 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 Bell Atlantic 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 Bell Atlantic.

4. Diamond State Telephone Company will seek to adopt jointly with other Bell Atlantic 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) J.R. Lawrie
Division Manager-Labor
Relations

AGREED:
(s) Charlotte Jamieson
President

January 25, 1996

Mr. James Byrne
Staff Representative
CWA, District 13
230 S. Broad Street, 19th floor
Philadelphia, PA 19102

Dear Mr. Byrne:

This will confirm our understanding regarding Consultants. Except as modified by this Letter of Understanding, all collective bargaining agreement provisions applicable to Service Representatives will continue to apply to Consultants. The Companies may describe the Consultant title as appropriate to designate the specialized functions of various Consultant jobs (e.g., Consumer Consultant, Credit Consultant, Small Business Consultant).

The duties of the various specialized Consultant jobs may include any or all of the duties previously assigned to Service Representatives, Collectors and/or Collection Representatives. Achievement of sales results will be a job requirement for the Consultant jobs which specialize in sales, provided that sales results will not be the sole basis for discipline. In determining whether a Consultant's sales results are satisfactory, the reasons for failing to meet sales objectives (such as local economic downturns, product or service failures, etc.) always will be taken into consideration. The introduction of new equipment, new technology and/or support systems to be used by Consultants in the workplace (such as software, personal computers and/or Sale Service Negotiation System (SSNS)) does not constitute a restructuring of the Consultant job or the creation of a new job from existing Consultant job duties.

Subject to any applicable collective bargaining agreement provisions, Consultants will receive such training as the Companies determine from time to time to be appropriate. Not all Consultants will necessarily receive the same type or degree of training; for example, a Consultant may receive specific collection-related training or only sales-and-service training.

The work performed by Consultants may be transferred between and among the Companies as the Companies deem appropriate, provided that no such transfer will directly result in the layoff, downgrade or part-timing of any Consultant.

Nothing in this Letter of Understanding will in any way supersede or modify the terms of the letter dated July 23, 1993, from the Director- Network Services - Delaware to the President of CWA Local 13100 and the Executive President of CWA Local 13101, except that "Service Representative," as that term is used in paragraph 1 of the July 23, 1993, letter shall include Consultants.

Very truly yours,

/s/ C. Richard Thomas
Director-Labor Relations

Agreed:
s/ James Byrne
CWA Staff Representative

August 6, 2000

Mr. James J. Short
Assistant to Vice President
CWA, District 13, AFL-CIO
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Short:

This will confirm our agreement regarding contracting initiatives.

The Company agrees, subject to certain conditions described below, that through 12-31-02, it will not contract out work of a type that it has not contracted out during the three years preceding the effective date of the agreement. This restriction shall not preclude contracting out work to deal with emergency situations including severe weather conditions.

The parties further agree to create a Contracting Initiatives Committee, which will be co-chaired by the CWA District Vice President and a company Senior Operations Manager (or their designee). The CEO of the Verizon and the President of CWA shall be ex-officio members of the Committee. Each party may appoint up to two additional members.

The purpose of this Committee is to find ways by which the levels of contracting can be reduced within the Verizon (Mid-Atlantic) Operating Companies. The objective is for company employees to do more work in a more productive and efficient manner than that performed by contractors. The Company will provide all necessary resources needed by the Committee to carry out its purpose.

In addition, the Company will notify the Union at least six months in advance of planned, new, major, contracting initiatives that are to be implemented on or after January 1, 2003, and which affect employees represented by the Union. The Contracting Initiatives Committee will then have the opportunity to discuss such new major initiatives. It is understood, however, that after the end of the six month period, the Company is free to implement planned, new, major initiatives that do not otherwise violate the collective bargaining agreement.

/s/ Ron Williams
Executive Director-Labor Relations

Agreed:
/s/ James J. Short
Bargaining Agent
Communications Workers of America

August 3, 2003

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Tipping:

As discussed during 2003 bargaining, Verizon Delaware Inc. ("Company") and the Diamond State Telephone Commercial Union, Local 13100, CWA ("Union") agree to amend the August 22, 2000 letter agreement that established a trial concerning Consultants being assigned CSST functions. The parties agree that when the Company assigns a Consultant to perform CSST functions, the Consultant will receive a differential of \$15 for each tour in which the Consultant actually performs such functions.

A qualified Consultant may volunteer to be assigned to perform CSST functions. Consultants will be considered qualified if they have a minimum of two years experience as a Consultant in the organization, and are rated at least "Meets All" in performance and "Meets Requirements" in attendance. In the event there are insufficient qualified volunteers, the Company will assign qualified Consultants to perform CSST functions, as needed. One qualified Consultant will be assigned to the Wilmington RSSC location and one to the Dover RSSC location. If no qualified Consultant volunteers at either RSSC location, two Consultants can be assigned to perform CSST functions at the other RSSC location.

Each Consultant selected may perform CSST functions for a period not to exceed six months total in a calendar year. A qualified Consultant may be assigned to perform CSST functions for a period not to exceed six months total in a calendar year. A qualified volunteer for CSST functions may perform CSST functions for a period greater than six months total in a calendar year if there are no other qualified volunteers.

The Company may return the Consultant to his/her on-line position once daily. If a Consultant is returned to his/her on-line position as a result of service level conditions, the Consultant will still receive the differential for the portion of the full tour the Consultant actually performed the CSST functions.

This Letter of Understanding shall expire at 11:59 p.m. on August 2, 2008.

Sincerely,

(s) Maxine M. L'Abbee
Director-Labor Relations

AGREED:

(s) Terrance Tipping
CWA Staff Representative

August 11, 1998

August 28, 1992

Mr. James N. Byrne
Staff Representative
CWA, AFL-CIO, District 13
230 South Broad Street
Philadelphia, Pennsylvania

Dear Mr. Byrne:

The parties recognize that balancing the demands of personal and work lives is a challenge that each employee faces. Moreover, employee empowerment and accountability are fundamental to the Company's success. To help address these issues, the Company and Local 13100 confirm the following agreement, reached during 1992 bargaining, to implement a trial to assess a method of scheduling commonly referred to as "flextime".

The trial is subject to the following conditions:

1. The trial will begin on January 1, 1993 and is limited to eligible employees who work in Bell Atlantic Public Coin operations in Delaware. By mutual agreement, the trial may be extended to include other groups represented by Local 13100.
2. Only those employees with satisfactory performance and attendance will be eligible to participate.
3. Subject to paragraph 5, flextime, when granted, will remain in effect for a period of three (3) consecutive months. Requests for flex time must be made no sooner than fifteen (15) nor later than ten (10) work days prior to the beginning of the requested three-month period. Flex time, if approved, will take effect on the first day of the month following the request.
4. The Company retains sole discretion to grant or deny requests for flextime. If the number of employee requests for flextime exceeds the number of requests which the Company deems appropriate, requests will be honored in order of seniority.
5. The Company, upon twenty-four (24) hours notice, may, at any time prior to or during the three-month period, rescind its approval of flextime for any particular employee or group of employees.
6. An employee, whose request for flex time has been granted, may start his/her work day at any time between the hours of 7 A.M. and 9:30 A.M., provided that the employee performs a full day's work as defined by his/her work schedule(s) in effect on that particular day.
7. Employees working flex time are entitled to an unpaid meal period of up to one (1) hour.

8. This trial may be terminated by either party, upon thirty (30) days written notice.

The Company believes that the successful implementation of this trial is directly dependent upon the accountability of participating employees and their willingness to meet customer requirements. If the above trial is agreeable to the Union, please sign below.

Very truly yours,

(s) Dana w. Blewett

Director-Labor Relations

AGREED:

(s) James Byrne

CWA Staff Representative

September 15, 1998

Mr. Terrance Tipping
CWA Staff Representative
District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Tipping:

Re: *Absence For Union Business in the Build for Overtime and Annual FMLA Eligibility Requirement - Local 13100*

As a follow-up to our recent contract settlement and our discussion on this matter, 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 overtime and 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 5, 2000.

Sincerely,

Ms Maryanne Crompton
Director-Labor Relations

AGREED:
Ms Terry Tipping
CWA Staff Representative

August 13, 1977

Ms. Charlotte Jamieson, Chairman
Diamond State Telephone Commercial Union
27 West Market Street, Suite #5
Wilmington, Delaware 19804

Dear Ms. Jamieson:

This will confirm our discussion about permanent transfers. 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 date of transfer, offer the transferred employee the opportunity to return to the former title and/or location.

When an employee is forced to transfer to a different title with the same or lower maximum wage rate for force adjustment reasons and a move of residence is involved, before filling any available job in the former title at the new location, the Company will, for a period of three years, offer the transferred employee, the opportunity to return to the former title.

Opportunities 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.

An employee rejecting an initial opportunity to return to the former title and/or location will forfeit all return rights.

Very truly yours,

/s/ J.R. LAWRIE
General Personnel Supervisor

AGREED:

/s/ CHARLOTTE JAMIESON
Chairman

August 28, 1992

Mr. James N. Byrne
Staff Representative
CWA, AFL-CIO, District 13
230 South Broad Street
Floor 15
Philadelphia, Pennsylvania 19102

Dear Mr. Byrne:

This will confirm our agreement during 1992 bargaining to replace the letter of August 27, 1983 regarding the four-day work week with the following four-day work week letter:

The Company and the Union mutually recognize that, in certain work 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. In such cases, the total number of hours presently constituting a five-day normal work week will be scheduled over four days of the calendar week. Where feasible, four-day work weeks will be scheduled on four consecutive days. In any case, all four-day work weeks will be scheduled with at least two consecutive days off.

Individual tours scheduled during a four-day normal work week may or may not be of equal length, but will not be shorter than 7.5 hours or longer than 10 hours. When a four-day schedule is in effect, the duration of tours specified in the Agreement will be considered to be expanded accordingly.

The Union may recommend that the Company institute four-day schedules in particular work groups. The Company will decide in each case whether or not implementation of the Union's suggestion is feasible. The Company may also institute four-day schedules in work groups on its own initiative. The Company will provide 30 calendar days notice to the Union before first implementing a four-day work week anywhere in the bargaining unit, and will thereafter provide 14 calendar days notice to the local Union representative and the work group concerned before introducing four-day schedules in a particular work group.

Employees will not be required to work four-day work weeks. If employees, however, volunteer to work a four-day work week, they must remain on the four-day work week for the duration of the posted schedule which placed them on the four-day work week. The Company will consider employee's individual circumstances (such as family care needs and educational pursuits), as well as any input offered by the Union, before requiring the employee to continue to work a four-day work week because of insufficient notice.

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

any contrary provision, tour differential payments will be made only for hours actually worked between 5:00 p.m. and 7:00 a.m.

Pay allowances for absent time occurring during a four-day normal work week will be subject to the conditions specified in Sections A4, A7, A8 and A9 of 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 as one full day, except with respect to vacation and employee-designated excused work day calculations.

Vacation and employee-designated excused work 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 five-day normal work week for the employee's work group. For example, if a 40 hour employee scheduled to work four 10-hour days takes a vacation day, all 10 hours (or 1.25 vacation days) will be charged. By further example, if a 37.5-hour employee scheduled to work three 10-hour days and one 7.5-hour day takes a vacation day on a 10-hour day, all 10 hours (or 1.33 vacation days) will be charged. If that same employee takes a vacation day on the 7.5-hour day, 7.5 hours (or one vacation day) will be charged.

For calendar weeks containing holidays recognized under the Agreement (including floating holidays) or Company-designated excused work days, the Company may, at its sole option, either temporarily revert to a five-day schedule or maintain a four-day schedule. If a four-day schedule is maintained, the scheduled tour on the holiday or Company-designated excused work day will be the same length as a daily tour of a five-day normal work week for the employee's work group, and the scheduled tours on the remaining three work days will be increased accordingly to provide a full normal work week.

Subject to the above, four-day schedules will be administered in accordance with applicable provisions of the Agreement including those provisions relating to the Company's right to change employees' scheduled tours. The Company, however, will attempt to provide reasonable notice to an employee before changing the employee's schedule from a four-day work week to a five-day work week or from a five-day work week to a four-day work week. The parties may meet locally and discuss other administrative issues raised with respect to the four-day work week. The provisions of this letter agreement will become effective January 1, 1993.

Please sign below to signify your agreement.

Very truly yours,

(s) Dana w. Blewett
Director-Labor Relations

AGREED:

(s) James Byrne

CWA Staff Representative

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad Street, 19th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Tipping:

This letter agreement confirms our discussions during 2003 Bargaining regarding the continuation of the Trial Grievance Procedure, with modifications. Verizon Delaware Inc. and Verizon Services Corp. (collectively, "Company") and the Communications Workers of America, AFL-CIO on behalf of its affiliated Local 13100 ("Union") agree to replace the parties' existing grievance procedure as set forth in Article 11, with the following process on a trial basis:

- 11.01 Except as provided in subsection (a) of this Section 11.01, 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 or another designated management person who is mutually agreed upon in an effort to reach a mutually acceptable adjustment.
- (a) Complaints or disputes involving a Human Resources issue (such as promotion bypasses, wage credit issues, Worker's Compensation matters or benefits-related matters) shall be presented directly to Labor Relations Staff. The written statement required by Subsection 11.021 will accompany any Human Resources grievance. The Labor Relations Staff shall be the final step prior to arbitration for all grievances involving a Human Resources issue.
- 11.011 Grievances must be presented within thirty (30) calendar days from the time the employee has knowledge of the act which is the basis of the dispute.
- 11.012 Any settlement or adjustment of a grievance at the first step, including grievances covered by Subsection 11.01 (a), shall be binding only for the particular grievance and shall not constitute precedent. 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.
- 11.02 Processing of Grievances Beyond the First Step of the Grievance Procedure
- 11.021 A written statement will accompany any grievance which is presented at the second step of the grievance procedure. This statement, signed by either the grievant or the Union, 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, the section(s) of the Agreement alleged to be violated, if any, and the remedy requested.

11.022 Grievances Involving Discipline Only -

If the grievance has not been satisfactorily resolved at the first step, the Union shall present the grievance to the employee's third-tier supervisor or his/her designated representative within fourteen (14) calendar days from the date it receives the Company's answer at the first step. The grievance shall be heard at the mutual convenience of the parties, but in any event within three (3) weeks from the date the grievance is placed on the agenda. This step shall be the final step for all disciplinary grievances prior to arbitration.

11.023 Grievances Involving Matters Other Than Discipline -

If the grievance has not been satisfactorily resolved at the first step, the Union shall present the grievance directly to the Labor Relations Staff within fourteen (14) calendar days of the answer provided at the first step. The grievance shall be heard at the mutual convenience of the parties, but in any event within four (4) weeks from the date it was presented to the Labor Relations Staff. The Labor Relations Staff shall be the final step for all grievances involving matters other than discipline prior to arbitration.

11.03 The scope of the grievance may be enlarged or reduced at any step with the mutual consent of the parties.

11.04 Grievances held pending for further review shall be answered within seven (7) calendar days after presentation at the first step and fourteen (14) calendar days at the second step. Nothing herein shall preclude the parties from arranging for different time periods whenever deemed appropriate by them or waiving the first step of the grievance process.

11.05 If any grievance is not presented within the time limits specified, unless the parties have agreed to an extension of time or the delay is caused by the Company, the grievance or controversy shall be considered closed.

11.06 The Company may initiate grievances with Representatives of the Union at any step of the grievance procedure. When the Company initiates a grievance, the same time limits will apply.

11.07 If, at any time, a controversy should arise between the Union and the Company regarding the meaning or application of any provision of this Agreement or regarding a claim that either party has not performed a commitment of this Agreement, the controversy shall be

reviewed in accordance with the preceding Sections of this Article. If the controversy is processed under these Sections and is not satisfactorily settled, the Union or the Company, by written notice specifying the Section of the Agreement alleged to be violated, may submit the question under dispute to arbitration in accordance with the provisions of Article 14 of this Agreement. Such written notice of arbitration must be given no later than 30 calendar days from the Company's or the Union's answer or the expiration of time within which to answer at the final step of the grievance procedure. If written notice of arbitration is not given within the time specified, the grievance shall be considered settled. Awards shall be retroactive to the extent provided in Article 15 of this Agreement.

- 11.08 Nothing in this Agreement in any manner affects the right of an individual employee or group of employees to present grievances to the Company under Article 11 nor affects the rights of the Union under the National Labor Relations Act, as amended. The Company agrees, however, that after a grievance arising under any provision of this Agreement has been referred to a Union Representative and such Representative has dealt with a Company Representative with respect thereto, no Company Representative will adjust or attempt to adjust the grievance with the employee or employees involved unless a Union Representative is first given an opportunity to be present at the adjustment.

For the period of this trial, any references in the 2003 Collective Bargaining Agreement to Article 11 shall mean the trial grievance procedure set forth above.

If either party desires to terminate this trial agreement, it must notify the other party in writing at least 30 days in advance of the proposed termination date and be willing to discuss the matter during the period prior to the proposed termination date. If the parties do not agree to continue or modify this trial procedure before the proposed termination date, it will terminate on that date. Thereafter, the grievance procedure set forth in Article 11 of the 2003 Collective Bargaining Agreement shall be utilized.

Unless renewed or amended by mutual agreement, the provisions of this letter will terminate on August 2, 2008.

Sincerely,

/s/ Maxine M. L. Abbee
Director-Labor Relations

AGREED:

/s/ Terrance Tipping
CWA Staff Representative

August 3, 2003

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Tipping:

As discussed during 2003 bargaining, Verizon Delaware Inc. ("Company") and the Diamond State Telephone Commercial Union, Local 13100, CWA ("Union") agree to the following trial concerning the applicability of training payments under Subsection A3.07 to certain assignments. The parties agree that when the Company assigns a Consultant to the Help Desk, the Consultant will receive a differential of \$15 for each hour actually working at the Help Desk.

The functions of the Help Desk will be to assist consultants in the office with customer requests and to work in conjunction with the correspondence desk.

A qualified Consultant may volunteer to be assigned to the Help Desk. Consultants will be considered qualified if they have a minimum of two years experience as a Consultant in the organization, and are rated at least "Meets All" in performance and "Meets Requirements" in attendance.

Each Consultant selected may be assigned to work at the Help Desk for a period not to exceed six months total in a calendar year. A qualified volunteer for the Help Desk may work at the Help Desk for a period greater than six months total in a calendar year if there are no other qualified volunteers.

This Letter of Understanding shall expire at 11:59 p.m. on August 2, 2008.

Sincerely,

(s) Maxine M. L'Abbee
Director-Labor Relations

Agreed:

(s) Terrance Tipping
CWA Staff Representative

January 25, 1996

Mr. James Byrne
Staff Representative
CWA, District 13
230 S. Broad Street, 19th floor
Philadelphia, PA 19102

Dear Mr. Byrne:

The Company will establish a six month Home Garaging Trial in administrative work units whereby employees will be assigned a motor vehicle for use in their work, for traveling between their work locations and area of residence or other designated places where the vehicle is stored.

The Home Garaging Trial will be implemented only within administrative work units where some or all of the employees normally use a Company-provided motor vehicle in order to perform their work. The decision to implement a trial of this program will be within management's discretion. However, only volunteers will be utilized.

When Home Garaging is introduced within an administrative work unit, all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Since participation is voluntary if an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location, but not for purposes of locality wage zones, special city allowances or union local affiliation. All employees, including those who do not participate in home garaging trials in administrative work units, will report to a company designated work center (as described above) at least once a week.

Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.

Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.

For employees who participate in the Home Garaging Trial, a work reporting area will be established on a local basis before implementation. The work reporting area normally will be a circular geographic area. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other mutually suitable parameters will be established.

Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting area. Employees who are assigned to a job location at the beginning or end of a work tour which is outside an established work reporting area will be paid for necessary travel time to or from their homes at the beginning or end of their tours.

As specified above, at least one (1) tour per week will begin at a Company designated work center. If requested by the Local Union representative or steward, on a voluntary basis, participants will be permitted sixty (60) Company paid minutes of union meeting time each month on those days when the participant reports to work at the Company designated work center.

Very truly yours,

/s/ C. Richard Thomas
Director-Labor Relations

Agreed:

/s/ James Byrne
CWA Staff Representative

August 22, 2003

Mr. James Short
Assistant to Vice President, CWA, District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19103

Dear Mr. Short:

During 2003 collective bargaining, the Union presented two demands regarding Independent Medical Examination (IME) reports (VI.4 and VI.5).

This letter will confirm our agreement to meet within 90 days following contract ratification to discuss and attempt to resolve the issues involved.

Sincerely,

/s/ Ron Williams
Executive Director - Labor Relations

Agreed:

/s/ James J. Short
Bargaining Agent
Communications Workers of America/IBEW

INTER-COMPANY TRANSFERS

8-23-00

1 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.

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

3. 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.

JOB TITLE REVIEW COMMITTEE

8-23-00

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 of the three affected CWA Districts; to the extent that job titles represented by a Local of the IBEW are involved, the parties agree to invite one (1) representative from each such Local to discuss the re-designation of those titles. 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.

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 Canvaser - 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			

JOINT TIME FOR PARTICIPATION IN JOINT COMMITTEES

8-23-00

For the life of the new agreements, the Companies will pay for joint time spent in the following committees, all of which are also continued for the life of the agreement:

- Advisory Committee on Health Care
- Advisory Committee on Family Care
- National Health Reform Committee
- Safety Executive Council
- Training Advisory Board Executive Council
- Joint Title Review Committee (new)
- Stress Relief Committee (Commercial) (new)
- Operator Services Monitoring (new)

This list is intended to include all regional joint committees for which joint time is paid; if any were inadvertently omitted, they are eligible for the same treatment.

August 3, 2003

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad Street, 19th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Tipping:

This will confirm the agreement reached during 2003 Bargaining to extend through August 2, 2008 the August 11, 1998 Letter Agreement on the Intra-State Lateral Transfer Plan for CWA, Local 13100, dated July 26, 1996 (Attachment 1) and the December 23, 1996 letter pertaining to retreat rights (Attachment 2).

Sincerely,

Maxine M. L'Abbee
Director-Labor Relations

AGREED:

Mr. Terrance Tipping
CWA Staff Representative

BELL ATLANTIC - DELAWARE
INTRA-STATE LATERAL TRANSFER PLAN
CWA, LOCAL 13100
JULY 26, 1996

In the interest of affording each employee in the Large Business, Small Business and Consumer Line of Business represented by CWA Local 13100 additional opportunities to pursue career and personal goals, the following voluntary Lateral Transfer Plan may be utilized. This plan is intended to supplement existing staffing processes and is not designed to replace, modify or otherwise affect any existing or future Company implemented staffing plans. However, the Company will first consider the Lateral Transfer Plan whenever job vacancies are to be filled. The Company will notify the Union whenever a job is filled with a candidate other than from the Lateral Transfer File.

This Lateral Transfer Plan is designed to facilitate an employee's request to transfer laterally from one business unit of the Company to another, so long as both business units are represented by CWA, Local 13100. Lateral transfers are considered to be transfers within an employee's existing or equivalent title. All requests for lateral transfer will be held by the Company in a centralized location and consulted by local management when making staffing decisions.

To be eligible for a lateral transfer under this plan, an employee must meet the following prerequisites:

1. The employee's current overall job performance must be "Meets All" or better.
2. The employee's current attendance rating must be "Meets Requirements".
3. The employee must have a minimum of one year's experience in the title which he/she currently holds.

In the event the Company determines that it will fill a particular job assignment through the Lateral Transfer Plan, but more than one eligible candidate applies for the opening, seniority, based on Net Credited Service (NCS), will be the tie breaker. Where two or more candidates have the same NCS date, digits from the social security number will be used in accordance with the Letter Agreement dated August 3, 2003.

Employees wishing to transfer laterally through the use of this plan must complete the attached LATERAL TRANSFER REQUEST form and submit it to their supervisor. Employees may also utilize the Regional Associate Mobility Plan (RAMP) to achieve their desired job assignment objectives.

Any disputes arising from this Agreement may be grieved, but not arbitrated.

This Agreement will remain in effect through the duration of the 1995 Collective Bargaining Agreement.

AGREED:

/s/ Maxine M. L. Abbee
Director - Labor Relations

/s/ Patrice Mears-Swift
President - Local 13100

Concurred:

/s/ Terrance Tipping
Staff Representative
CWA, District 13

December 23, 1996

Mr. James Byrne
Staff Representative
CWA, District 13
230 South Broad Street, 19th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Byrne:

This will confirm our conversation with regard to retreat rights under the Lateral Transfer Plan for Delaware associates represented by CWA, Local 13100, DSTCU.

Associates placed in a lateral position through the Delaware Intra-State Lateral Transfer Plan will have retreat rights to the job in which the employee previously held for a period not to exceed sixty (60) days from the effective date of the lateral transfer. These retreat rights will apply to both employee-initiated and Company-initiated retreats. If an employee does retreat, either employee-initiated or Company-initiated, the employee will be restricted from applying for an intra-state lateral transfer for a period of 12 months from the date of the retreat.

This agreement is without prejudice or precedence, and will remain in effect through August 8, 1998.

Sincerely,

s/ Dana Blewett
Director - Labor Relations

AGREED:

s/ James Byrne
Staff Representative, District 13

August 3, 2003

Mr. James Short
Assistant to Vice President, CWA, District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19103

Dear Mr. Short:

RE: Limited Extension Agreement

The CWA and the Company agree as follows:

Grievance and Arbitration Extension

If the parties' tentative agreements on new collective bargaining agreements are ratified by the Union's membership, the grievance and arbitration provisions of the parties' expired agreements shall be applied retroactively to the period between August 3, 2003 and the date of ratification.

Union Security Agreement

The parties' agree to extend the Union Security provisions of their respective collective bargaining agreements during the period from expiration of their 2000 agreements until the parties' reach new agreements.

The Union hereby agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Company of deduction authorizations in accordance with the provisions of this Limited Extension Agreement, the making up of sums owed the Union in cases of inadvertent failure to timely honor authorizations, and the transmitting of such deductions to the Secretary-Treasurer of the Union.

No Strike - No Lockout

The parties agree that until ratification of, or a vote of the Union's membership rejecting ratification of, the new collective bargaining agreements, the Union agrees on behalf of itself and the employees that it represents, that, in relation to these negotiations, there shall be no strikes, stoppages of work or other job actions of any kind by any employee or employees, or any action by the Union contrary to such obligations. Further, until ratification of, or a vote and failure to ratify, the new collective bargaining agreements by the Union, the Companies agree that they shall not engage in a lockout, except a defensive lockout in response to a material breach of the express promises of the Union set forth herein.

Sincerely,

/s/ Ron Williams
Executive Director-Labor Relations

Agreed:

James J. Short
Bargaining Agent
Communications Workers of America

August 28, 1989

Mr. John Scally
Staff Representative
CWA, District 13, AFL-CIO
230 South Broad Street, 15th Floor
Philadelphia, PA 19102

Dear Mr. Scally:

When a management employee with over 1 year of service in a management job is assigned to an occupation in the bargaining unit the period of service in management shall not be counted in determining the employee's service for the purpose of determining the order of layoff under Article 9 and permanent transfers under the August 13, 1977 Letter Agreement relating to permanent transfers for the first year after the employee is assigned to an occupation in the bargaining unit. Management service shall be included in the computation of service credit for all other purposes immediately upon the employee's assignment to an occupation in the bargaining unit.

Very truly yours,

(s) J.R. Hoy
Managing Director - Labor Relations

AGREED:

(s) J.T. Scally
CWA - Staff Representative

MEDIATION

8-23-00

The provisions on "Mediation Cases" in the 1998 MOU will be continued for the life of the 2000 collective bargaining agreements:

MEDIATION CASES: The Companies will amend their current mediation provisions so that the following types of cases may be submitted to mediation by mutual agreement:

- arbitrable discharge cases;
- disputes where employees allege that they were improperly denied an opportunity to work overtime;
- disputes where it is alleged that management is doing "bargaining unit" work.

Where there is mutual agreement to mediate one or more cases, the parties will reserve two days per month per CWA District for mediation cases. In addition, in jurisdictions with a backlog of mediation cases, the parties will reserve up two additional days per month for the next 6 months in order to address the backlog. However, either party may move a case which is subject to mediation to mediation without agreement of the other party, subject to the following:

- the mediator will serve as a mediator only and will not render a decision if there is no agreed settlement;
- if there is no settlement in mediation, the case may be moved to arbitration through the normal arbitration procedures;
- if there is an arbitration in such case, the person who was the mediator cannot serve as the arbitrator and a party cannot introduce any statements (or documents) made (or produced) by the other party, its witnesses or advocates in the mediation, as evidence in the arbitration.

In addition, suspensions of five days or less may be moved to mediation without agreement, under the normal mediation rules (where the mediator can become an arbitrator if no settlement is reached).

In addition, the following mediation trial will be conducted under each of the local collective bargaining agreements, as follows:

- The trial will last from January 1, 2001 to December 31, 2001.
- The following matters will be subject to mediation without mutual agreement under the normal mediation rules (where the mediator can become an arbitrator if no settlement is reached):
- Suspensions of up to 10 days
- Claims of management performing bargaining unit work

- Claims of an improper "bypass" under a lateral transfer plan (solely for purposes of this trial, whether or not these claims are subject to arbitration under applicable contract provisions)

At the close of the trial, the Company and Union will meet to discuss the trial and to decide whether to continue the trial, by mutual agreement, for a period not exceeding the remaining life of the applicable collective bargaining agreements.

January 25, 1996
(Modified 8-23-00)

Mr. James N. Byrne
Staff Representative
CWA, District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Byrne:

This letter reflects our discussions during the present negotiations concerning overtime.

1. Except in case of emergency, long term service difficulties or employee consent, an employee will not be required to work more than a total of 7½ hours overtime in any payroll week in each calendar year. The Company will give reasonable consideration to an employee's timely request to be excused. Where conditions permit, the Company will make a reasonable effort to obtain volunteers before forcing employees to work overtime.
2. An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.
3. The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

Very truly yours,

(s) C. Richard Thomas
Director - Labor Relations

Agreed:

(s) James N. Byrne
Staff Representative

January 25, 1996

Mr. James N. Byrne
Staff Representative
CWA, District 13
230 South Broad Street
Floor 19
Philadelphia, PA 19102

Dear Mr. Byrne:

This letter will confirm our discussions during 1995 contract negotiations regarding instances where employees are unable to schedule personal health care appointments during non-scheduled hours.

The Company expects employees to schedule such appointments during non-scheduled hours. If this cannot be done, except in emergency situations requiring immediate attention, employees must provide at least three weeks' notice in advance of the day on which they wish to schedule the appointment. These appointments may not be scheduled on Mondays and days following a Holiday. If the foregoing requirements are met, the Company will make a reasonable effort to accommodate the employee's request for the time off on other work days.

Unpaid time for personal health care appointments will ordinarily be excused time and so will not ordinarily be considered part of an employee's attendance record for disciplinary purposes. In instances where an employee's attendance record is unsatisfactory, and the Company plans to treat unpaid time off for personal health care appointments as unexcused time and part of the employee's overall unsatisfactory record, the employee will be so notified in advance of the planned absence.

Very truly yours,

C. Richard Thomas
Director - Labor Relations

August 3, 2000

Mr. James J. Short
Assistant to Vice President
CWA, District 13, AFL-CIO
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Dear Mr. Short:

This letter is to confirm our discussions about the provisions in the letter agreement sections of the Delaware CWA contracts. Provisions reflecting C1-negotiated items, or which are the subject of C1 demands in our current negotiations, will be dealt with in our current C1 negotiations. (This includes provisions on "Agreement Continuation".) Provisions which are the subject of "Tentative Agreement" on the Delaware tables will remain in that status, and be part of the final local package upon successful completion of negotiations.

Any provisions not covered by the preceding paragraph will remain as they are today. We will meet post-bargaining to discuss those items, and by September 30, 2000, we will determine, for each provision, whether to retain it in, or remove it from, the agreements. In the event we are unable to reach agreement on any such provision, the provision will remain in the agreement in its current form.

Sincerely,

(s) Ron Williams
Executive Director - Labor Relations

AGREED:

(s) Jim Short
Bargaining Agent
Communications Workers of America

July 20, 1971

Mrs. Anne N. Hurley, Chairman
Diamond State Telephone Commercial Union
302 New York Avenue
Claymont, Delaware 19703

Dear Mrs. Hurley:

In accordance with our discussions during the present negotiations, the Company agrees to provide, on a quarterly basis, a list of Occasional and Temporary Full-Time and Part-Time employees, represented by the Diamond State Telephone Commercial Union, who are on the payroll at the end of each quarter. These lists will show the name, job classification and payroll location for each listed employee and, in addition, the number of days worked in the quarter.

It is understood that, with the implementation of this quarterly list, any local lists presently furnished to representatives of the Union will be discontinued.

If you are in agreement, please sign and return one copy of this letter for our files.

Very truly yours,
(s) D.R. CARROLL
General Personnel Supervisor

ACCEPTED:

(s) ANNE N. HURLEY
Chairman

August 11, 1998

Ms. Sue Uff
President - Local 13100
CWA, DSTCU
1819 Old Newport Road
2nd Floor
Wilmington, DE 19808

Dear Ms. Uff:

The Company agrees that the Letter of Agreement and Commitment dated July 23, 1993 from Doug Von Trott to Charlotte Jamieson and John Lloyd remains in full force and effect and all commitments contained in the July 23, 1993 letter will be extended through August 31, 2000.

Sincerely,

Ms. Marianne Crompton
Director - Labor Relations

August 3, 2003

Mr. Terrance Tipping
Staff Representative
District 13, CWA
230 S. Broad St., Floor 19
Philadelphia, PA 19102

Dear Mr. Tipping:

Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and 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 their fellow employees, customers and the general public.

To achieve the above principles, Verizon Delaware Inc. and the Diamond State Telephone Commercial Union, Local 13100, CWA agree to establish for the duration of the Collective Bargaining Agreement an advisory committee on safety principles. The Committee shall consist of not more than two (2) representatives from the Company and not more than two (2) representatives from CWA, Local 13100. This Committee shall meet from time to time when both parties agree conditions warrant a meeting.

The Company agrees to reimburse the Union representatives who are active employees only for the time spent for attendance at such committee meetings during the employee's scheduled tour at the employee's regular straight time rate of pay.

Very truly yours,

/s/ Maxine M. L'Abbee
Director-Labor Relations

AGREED:

/s/ Terrance Tipping
CWA Staff Representative

August 28, 1989

Mr. John Scally
Staff Representative
CWA, AFL-CIO, District 13
230 South Broad Street, 15th Floor
Philadelphia, PA 19102

Dear Mr. Scally:

The Company may develop and implement corporate-wide on and off the job sales and referral incentive programs which will provide participating employees, which may include management and other non-bargaining unit personnel, 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 the informational meetings, the decision of whether or not to participate in sales and referral incentive programs shall be wholly voluntary and shall not be used for evaluation. Sales employees are expected to continue their sales activities and other job responsibilities whether or not they participate in these incentive programs. Nothing herein shall be construed to limit the Company's right to discipline employees for dishonest conduct while taking part in these incentive programs. The Union reserves the right to grieve and arbitrate such discipline.

The Company agrees to notify the Union of corporate-wide sales and referral 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. However, a claim by the Union that an individual employee's decision to participate in a sales or referral incentive program was not wholly voluntary, or a claim that an individual employee's decision to participate or not to participate was used for evaluative or disciplinary purposes in violation of this letter, is subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

Very truly yours,

(s) J.R. Hoy

Managing Director - Labor Relations

AGREED:

(s) J.T. Scally

CWA - Staff Representative

August 28, 1989

Mr. John Scally
Staff Representative
CWA, District 13, AFL-CIO
230 South Broad Street, 15th Floor
Philadelphia, PA 19102

Dear Mr. Scally:

This letter confirms our understanding regarding local sales and referral incentive programs reached in 1989 Bargaining. As used herein, the term "local sales and referral incentive programs" refers to programs that are not conducted on a Company-wide basis.

The Company may develop and implement local sales and referral incentive programs which will provide participating employees 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, the decision of whether or not to participate in local sales and referral incentive programs shall be wholly voluntary. Sales employees are expected to continue their sales activities and other job responsibilities whether or not they participate in these incentive programs.

A Company representative will notify the Union Representative of local sales and referral incentive programs prior to implementation. The development, design, size, frequency, and/or administration of local 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 or arbitration provisions of the collective bargaining agreement, except that alleged violations of the provisions of this letter may be grieved and arbitrated. In each office the following monthly monetary limitation on awards of value shall apply: The total dollar amount arrived at by multiplying the number of people in the work group covered by the program times \$25.00. For example, if there are 100 people in the work group covered by the program, the total value of the award(s) given in a month will not exceed \$2500.00.

Very truly yours,

(s) J.R. Hoy
Managing Director - Labor Relations

AGREED:

(s) J.T. Scally
CWA - Staff Representative

August 11, 1998

Mr. Terrance Tipping
CWA Staff Representative
District 13
230 South Broad Street, 19th floor
Philadelphia, Pennsylvania 19102

Dear Mr. Tipping:

This letter is to advise the Union of the Company's intention to pro-rate the sales revenues for associates in the Consumer and General Business LOB through August 5, 2000 for the following reasons:

1. Temporary Management Replacement in accordance with Subsection A3.04;
2. Associates who are training other associates in accordance with Subsection A3.07;
3. Associates who are assigned as new employee development coaches;
4. Associates who are assigned to follow-up on customer commitments for the office (i.e., down-desk);
5. Absence from work due to a court appearance on behalf of the Company;
6. Absence for Union Business in accordance with Article 4;
7. FMLA-certified absence;
8. Vacation in accordance with Section A7;
9. Disability Absence approved by CORE;
10. Absence when subpoenaed to appear in court in accordance with Subsection A4.05;
11. Absence due to Jury Duty in accordance with Subsection A4.06;
12. Absence due to Death in Family in accordance with Subsection A4.09;
13. Absence due to Military Duty;
14. Absence due to Election Service in accordance with Subsection A4.13;
15. Loaned to other departments;
16. Absence while involved with formal, job related training;
17. Absence while on a job visit;
18. Any necessary Joint Conference time in accordance with Subsection A4.08;
19. Student takeovers;

20. TBO activities;
21. Winners' Circle;
22. President's Club.

The Company agrees to pro-rate sales for FMLA certified absences retroactive to January 1, 1998; all other reasons will be pro-rated effective September 1, 1998.

Nothing in this letter is intended to limit the Company's right to establish and implement all appraisal objectives and requirements, including sales revenue requirements.

Sincerely,

Ms Maryanne Crompton
Director-Labor Relations

AGREED:

Ms Terrance Tipping
CWA Staff Representative

August 3, 2003

Mr. Terrance Tipping
Staff Representative, CWA, District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19103

Dear Mr. Tipping:

This will confirm our agreement during 2003 contract negotiations that in any situation governed by Net Credited Service ("NCS") date, where employees have the same NCS date, the following process will apply as a "tiebreaker":

- Employees with the same NCS date will be ranked by the last four digits of the Social Security Number; the lower the number, the higher the NCS date.
- In the event the last four digits in two or more employees' social security numbers are identical, employees will be ranked by the last five digits of their social security number - the lower that number, the higher the NCS date is for purposes of this process.

This letter replaces the October 26, 2000 letter to Mr. Bryant on seniority ties.

Sincerely,

Maxine M. L'Abbee
Director - Labor Relations

Agreed:

Terrance Tipping
Staff Representative, District 13, CWA

August 22, 2003

Mr. James Short
Assistant to Vice President, CWA, District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19103

Dear Mr. Short:

During 2003 collective bargaining, the Union presented a demand proposing immediate service bridging for movement between companies in which Verizon has a majority ownership interest.

This letter will confirm our agreement to meet after bargaining to discuss service bridging issues, including reduction of the 5-year bridging rule to one year. Your signature below also affirms that you are and will continue to be the authorized agent to bargain on behalf of and bind Locals 827 and 1944, International Brotherhood of Electrical Workers, on the issues we discuss post-bargaining concerning service bridging.

Sincerely,

/s/ Ron Williams
Executive Director - Labor Relations

Agreed:

/s/ James J. Short
Bargaining Agent
Communications Workers of America/IBEW

SHORT NOTICE EXCUSED WORK DAYS (SNEWDs)

8-23-00

Effective, January 1, 2001, and continuing for the calendar years 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 any and all requests in work groups of five (5) or more which would result in less than eighty percent (80%) of the scheduled force being available for duty. In a work group of four (4), the Company may deny any and all requests which would result in only one or two scheduled employees being available for duty. In a work group of 3, the Company may deny any and all requests which would result in only one employee being available for duty. This paragraph does not apply to a work group of one or two employees.
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.

ENHANCED STAFFING INFORMATION

8-23-00

Over the life of the 2000 collective bargaining agreement, the Company will continue to provide on a monthly basis, separate associate staffing reports which reflect the number of new hires, promotions and laterals by state, city, work location and job title.

Over the life of the 2000 collective bargaining agreement, the Company will continue to provide on a quarterly basis, job forecasts by job title, city, major work location (i.e., work locations with 25 or more associates) and state.

These reports will be provided to each major work location (25 or more associates) and to the appropriate Local union offices; electronic or other automated means may be used instead of paper distribution where mutually agreed. A report that includes the names and Net Credited Service Dates (or dates of hire in the case of new hires) for employees promoted, laterally transferred or hired will be provided to the appropriate local Union offices.

"FREEZING" PROMOTIONS AND LATERAL TRANSFERS

8-11-98

On "the Effective Date of this Memorandum", the Companies will discontinue its practice in PA, DE and NJ of restricting promotions out of a particular organization or work group (sometimes referred to as imposing a "freeze" on promotions). This practice does not exist in DC, MD, VA, and WV. Effective 10/1/98, with regard to lateral transfers out of a director's work group, during any nine month period, there will be at least three months when lateral transfers may not be frozen and in no case would they be frozen for more than two consecutive months, subject to local lateral transfer plans and applicable contract provisions.

**INTERNAL/EXTERNAL DESIGNATIONS ON JVRs
AND STAFFING CRITERIA**

8-11-98

Within thirty days following "the Effective Date of this Memorandum" the Companies will remove the "internal" and "external" designations from the Job Vacancy Request form. In addition, the Companies reaffirm that the best qualified candidate, whether internal or external, will be selected to fill a job vacancy. With regard to internal candidates, seniority will continue to be considered in accordance with existing contractual provisions.

INTERNAL vs. EXTERNAL STAFFING COMMITMENT

8-11-98

Except for entry level positions (see Attachment B), the Companies will fill at least 50% of their regular full-time requisitions with qualified internal candidates (promotions or transfers) commencing 1/1/99 and terminating 8/5/00. Failure to meet this requirement will be excused when caused by major changes in business circumstances (e.g., business/work volumes significantly higher or lower than projected for sustained periods of time, extraordinary and severe service disruptions, natural disasters, other calamities). This commitment is also contingent on there being qualified internal candidates. Furthermore, the Companies' compliance with this commitment will be measured on a full calendar year basis aggregating all requisitions within each particular bargaining unit, except in DC, MD, VA and WV the aggregation of requisitions will be by state. Status reports will be provided to the Union at the end of each calendar quarter.

ADVERTISING AND CLASSIFYING JOB VACANCIES

8-23-00

The Company agrees that effective January 1, 2001, all regular full-time, regular part-time, and temporary Associate Vacancy Requests (AVRs) submitted to the Associate Staffing Center will be advertised for ten (10) business days via STAR (or any future system which replaces or complements STAR). This replaces the 8/11/98 job advertising commitment in New Jersey.

The Company also reaffirms that the designations "internal" and "external" will not be placed on Associate Vacancy Requests (AVR). In addition, the Company reaffirms that the best-qualified candidate, whether internal or external, will be selected to fill a job vacancy. With regard to internal candidates, seniority will continue to be considered in accordance with existing contractual provisions.

STRESS LETTER OF UNDERSTANDING

During 2003 bargaining negotiations, the Union raised concerns regarding employee stress levels. Recognizing the desirability of reducing workplace stress levels to the extent possible, the Company and the Union emphasize their mutual belief that it would be beneficial to all employees, the Company and the Union for the parties to engage in ongoing dialogue designed to explore ways to reduce the level of stress in the workplace, and to assist employees to manage stress in their daily lives. Accordingly, this letter will confirm our agreement during 2003 bargaining to establish joint Union-Management Committees for the life of the contract to explore ways in which the parties can work together to reduce employee stress levels. Upon written request by the authorized representative of the Union, a committee will be established in a line of business/business unit with bargaining unit employees.

Where such joint committees are established, they shall meet quarterly or more frequently by mutual agreement as required. Up to six representatives from the Company and up to six representatives from the Union shall ordinarily attend the meetings; however, upon advance mutual agreement, additional representatives of either party may attend designated meetings to discuss specific subject(s). The Company representatives at each meeting shall include the involved line of business field Director and the Director of Labor Relations.

The objectives of the Joint Committees shall include:

1. Identifying current practices that contribute to a feeling of stress in the workplace.
2. Identifying those factors outside the workplace that contribute to a sense of stress on the job.
3. Reviewing and analyzing possible alternatives to current practices that are determined to be sources of significant stress.
4. Recommending strategies and initiatives designed to reduce employee stress levels and to assist employees to manage stress more successfully.

This letter of Understanding shall expire at 11:59 PM on August 2, 2008.

**TREATMENT OF GRIEVANCES SETTLED BY THE PARTIES OR
ARBITRATION AWARDS WHICH INVOLVE BACKPAY AND/OR
REINSTATEMENT**

9-5-03

If, as a result of the settlement of a grievance by the parties or an arbitration award, the grievant is to receive back pay and/or reinstatement following a discharge, layoff, demotion, or suspension, unless and to the extent the settlement or arbitration award specifies otherwise, the employee will be entitled to the following compensation and benefits, and no other compensation (other than any back pay awarded or agreed upon) or benefits:

1. In the case of a discharged employee reinstated to employment with full back pay, or regardless of the amount of back pay if the settlement or award specifies that the employee is to be "made whole" for the entire period off the payroll, the employee shall receive, less any applicable deductions: (a) full service credit under the pension plan for the period off the payroll, (b) reimbursement for the COBRA premiums the employee paid for medical, dental and/or vision coverage if the employee continued those coverage(s) under COBRA, or if the employee did not continue those coverage(s) under COBRA, reimbursement for premiums paid by the employee for medical, dental and/or vision coverage not to exceed the amount the employee would have paid as premiums for such coverage(s) had the employee elected COBRA coverage and reimbursement for out-of-pocket medical, vision and dental expenses if, under the provisions of the applicable plans, the employee would not have incurred these expenses if they had remained on the payroll. The appropriate Plan Administrator would determine which expenses would be reimbursable. Copies of bills and receipts for services provided must be submitted in order for the employee to be eligible for a reimbursement. (c) any Corporate Profit Sharing Award(s) the employee would have received but for the termination. (d) any Ratification Bonus the employee would have received but for the termination, (e) reimbursement for telephone-related services that would have been covered by Concession Telephone Service had the employee remained on the payroll, (f) recognition of the time off the payroll as "hours worked" for purposes of FMLA eligibility, and (g) if a reinstated employee was a participant in the Verizon Savings and Security Plan for Mid-Atlantic Associates, the Companies will deduct from any backpay awarded or agreed upon, the contributions the employee would have made based on the last election on file as of the date of the employee's termination, and the employee will receive the Companies match in his or her Savings and Security Plan account to which the employee would have been entitled proportionate to the employee's contribution.
2. A laid off employee who is reinstated as a result of a grievance settlement or arbitration award shall receive the compensation and benefits set forth

in paragraph 1 irrespective of the amount of back pay the employee is to receive.

3. In the case of a discharged employee reinstated to employment with no back pay or partial back pay, pursuant to a settlement or award which does not specify that the employee is to be "made whole" for the entire period off the payroll, the employee shall receive, less any applicable deductions, the following, each of which will be prorated as specified: (a) prorated service credit under the pension plan for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed, with immediate bridging of service, and (b) reimbursement for the COBRA premiums the employee paid for medical, dental and/or vision coverage if the employee continued those coverage(s) under COBRA, or if the employee did not continue those coverage(s) under COBRA, reimbursement for premiums paid by the employee for medical, dental and/or vision coverage not to exceed the amount the employee would have paid as premiums for such coverage(s) had the employee elected COBRA coverage and reimbursement for out-of-pocket medical, vision and dental expenses if, under the provisions of the applicable plans, the employee would not have incurred these expenses if they had remained on the payroll, based upon the employee's coverage at the time of the discharge, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed (The appropriate Plan Administrator will determine which expenses will be reimbursable. Copies of bills and receipts for services provided must be submitted in order for the employee to be eligible for a reimbursement), (c) any Corporate Profit Sharing Award(s) the employee would have received but for the termination, prorated according to Section 3 of the Corporate Profit Sharing Plan, so that the employee receives one-twelfth of the applicable Corporate Profit Sharing Award(s) for each full month's worth of backpay awarded, (d) any Ratification Bonus the employee would have received but for the termination, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed, (e) reimbursement for telephone-related services that would have been covered by Concession Telephone Service had the employee remained on the payroll, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed, (f) recognition of the time off the payroll as "hours worked" for purposes of FMLA eligibility, prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed, and (g) if a reinstated employee was a participant in the Verizon Savings and

Security Plan for Mid-Atlantic Associates, the Companies will deduct from any backpay awarded or agreed upon, the contributions the employee would have made based on the last election on file as of the date of the employee's termination prorated for the period off the payroll based upon the ratio between the amount of back pay and the amount which the employee would have received in pay if continuously employed, and the employee will receive the Company match in his or her Savings and Security Plan account to which the employee would have been entitled proportionate to the employee's contribution.

4. Any backpay awarded or agreed upon will be reduced by the amount of money the employee received under any governmental unemployment compensation program, and the amount of money the employee received from other employment, during the period the employee was discharged or suspended.

VACATION SCHEDULING PERCENTAGES

PROCEDURE FOR THE SELECTION OF VACATIONS IN 1999:

During 1999, at least 17% of the employees in each vacation administrative work group shall be permitted to schedule off in a given week.

PROCEDURE FOR THE SELECTION OF VACATIONS IN 2000:

During 2000, 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 figures specified above results in other than a whole number, the number yielded will be rounded up to the next whole number.

Regarding vacation availability during traditional fall hunting season and the December holiday season, management will make a reasonable effort to consider the need for higher vacation availability.

Those work groups whose vacation availability is currently greater than the percentages specified above, will not be required to reduce their vacation scheduling availability in 1999 and 2000.

July 27, 2000

Mr. Jim Short
Assistant to the Vice President
CWA District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Voluntary Overtime in the Forced Overtime Build Agreement

Dear Jim,

Where overtime limitations (caps) exist in the Mid-Atlantic States' jurisdictions, the Companies agree for the purposes of determining whether an employee has worked the specified overtime cap, voluntary overtime will count toward any such forced overtime cap. Upon request, the Union will assist in securing volunteers to work overtime. As a result of this commitment, the Union agrees to move any other existing overtime related issues and matters to the Common Issues table.

(s)Ron Williams
Executive Director - Labor Relations

Agreed:

(s) Jim Short
Bargaining Agent
Communications Workers of America

August 13, 1977

Ms. Charlotte Jamieson, Chairman
Diamond State Telephone Commercial Union
27 West Market Street, Suite #5
Wilmington, Delaware 19804

Dear Ms. Jamieson:

During the recent negotiations between the Diamond State Telephone Commercial Union and the Company, I agreed to supply to you a letter setting forth the policy of the Company as it pertains to employees involved in the activities of volunteer fire companies. This letter is intended to satisfy my commitment.

Employees are encouraged to take an active part in community activities outside of working hours. This includes volunteer fire departments. No restrictions are placed on the work performed by an employee for the volunteer organization during off hours. In cases of fire, special consideration has been given to individual cases where employee-firemen have become fatigued fighting fires and have been unable to report to work at the start of their scheduled tours.

However, the Company does place certain restrictions on employee-firemen who wish to respond to a fire alarm during working hours. The Company will exercise reasonable limitations, based on the needs of the business in determining if the employee will be given permission to answer an alarm. Unless it is impossible to do so, employees must notify their supervisor or another responsible management employee and secure permission before leaving the job. The question of wage payments will be determined after the fact following a review of the merits of the particular case.

The employee-fireman is not permitted to use a Company vehicle to drive to a fire unless given specific permission by a management employee. Also, employees must understand that the Company cannot assume liability for employees engaged in fighting fires. Once the employee has been granted permission to leave the job to engage in volunteer fire department activities, the volunteer organization, municipality, or other local governmental organization involved, is liable for the individual.

Any employees who are in the immediate vicinity of an emergency are encouraged to do all they can to prevent loss of life or property. This applies to all employees and includes disasters such as motor vehicle accidents, drownings, and so forth, in addition to fires. Diamond State employees have responded faithfully and well to such calamities in the past. Vail Medal Awards and Meritorious Service Awards attest to that. This letter and the policy it sets forth will help in continuing this effort.

Yours truly,

(s) J.R. LAWRIE
General Personnel Supervisor

ACCEPTED:

(s) CHARLOTTE JAMIESON
Chairman

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