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# GENERAL AGREEMENT

between



**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 986**

and

17900

**VERIZON NORTH INC.**

**(NORTH CENTRAL REGION)**

**EFFECTIVE October 27, 2002**

**EXPIRES October 22, 2005**

5/19/05

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**THIS AGREEMENT, made as of October 27, 2002 by and between VERIZON NORTH INC. (NORTH CENTRAL REGION) (successor to General Telephone Company of Ohio), a Wisconsin Corporation, hereinafter referred to as the "Company" and Local Union No. 986, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union".**

**WITNESSETH THAT:**

**ARTICLE 1**

**RECOGNITION**

**SECTION 1.1. It is recognized that the Company and the Union have a common and sympathetic interest in harmonious working relations and the adjustment of differences by rational and common sense methods to the end that the Company, the Union and the General Public may be benefited.**

**SECTION 1.1.1. The Company and the Union reaffirm the policy of nondiscrimination because of race, creed, color, religion, national origin, sex, handicap status, disabled veteran status, age, and veteran of the Vietnam Era.**

**SECTION 1.2. The Company and the Union hereby agree, for purposes of this Labor Agreement, the employees in the following listed exchanges and the geographic area served by them as of the date of this Agreement are subject only to this Labor Agreement:**

**Ashland, Ashland South, Ashley, Attica, Bellevue, Berlin Heights, Bowling Green, Brewster, Brunswick, Burbank, Carey, Carrollton, Catawba Island, Chatham, Clyde, Congress, Crestline, Creston, Curtice-Oregon, Delaware, Elmore, Galion, Genoa, Grafton, Grand Rapids, Greenwich, Haskins-Tontogany, Hayesville, Homerville, Huron, Kelleys Island, Kilbourne, Lakeville, Lewis Center-Cheshire, Lodi, Loudonville, Marblehead, McComb, Medina, Milan, Minerva and Strasburg Exchanges of the Minerva Operating District of the Company (Amsterdam, Bergholtz, Harlem Springs, Knoxville, Mechanicstown, Richmond, Dellroy, East Rochester, Hanoverton, Malvern, North Georgetown, Paris and Winona), Monroeville, Montrose, New London, New Washington, North Baltimore, North Eaton, Norwalk, Oak Harbor, Oberlin, Ostrander, Pemberville, Perrysville, Plymouth, Polk, Port Clinton, Put-In-Bay, Radnor, Rathbone, Red Haw, Savannah, Seville, Sharon Center, Spencer, Valley City, Van Buren, Wadsworth, Wakeman, Wayne-Bradner, Wellington, Westfield Center, West Salem, Weston, Willard, Port Clinton West including any and all rearrangements or regroupings and redesignations of these switching areas.**

**SECTION 1.2.2. The Union hereby certifying that a majority of the employees in the Service, Engineering and Construction, Supply and**

Transportation Department regularly scheduled for more than 85 hours of work per month in the following classifications including but not limited to:

- (a) Lineworkers, Equipment Operators, Senior Lineworkers, Construction Cable Splicers, Storekeepers, Business Zone Technicians, Business Services Technicians, Frameworkers, Central Office Installer-Repairers, Test Desk Operators, Facility Locator-Assigners, Storeroom Attendants, Mechanic's Helpers, Customer Zone Technicians I, Customer Zone Technicians II, Customer Zone Technicians III, Vehicle Maintenance Technicians, Fleet Mechanics, Customer Engineer-Data Applications.
- (b) But excluding all draftpersons, engineers, service observers, confidential employees, professional employees, guards and supervisors as defined by the Act.

have designated the Union as their collective bargaining representative, the Company hereby recognizes the Union as the exclusive bargaining agent, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and all other conditions of employment for such employees of the Company at the above listed exchanges.

**SECTION 1.2.3.** As to the Verizon North Inc. (North Central Region) and IBEW Bargaining Unit the Company hereby recognizes the Union in accordance with certification of representative 8-RC-7220 as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of employment, and all other conditions of employment for the following employees of the Company at the exchanges listed above:

- (a) All clerical and house service employees regularly scheduled for more than 85 hours of work per month of the employer as follows but not limited to: Custodians, Building Technicians, General Utility Workers, Service Representatives, Dispatch Clerks, Assignment Clerks, Line and Cable Assigners, Clerks, Clerk-Typists, Statistical Clerks, Collector Maintainers, Public Access Sales Technicians, Traffic Records Clerks, Retail Sales Consultants, Customer Services Clerks (except those Customer Services Clerks working in Minerva).
- (b) But excluding all confidential employees, professional employees, guards and supervisors as defined in the Act and all other employees.

**SECTION 1.3.** The Company agrees to notify the Union promptly in writing of any new job classification which falls within the scope of this Agreement and the wage rates applicable thereto which the Company may establish, in accordance with the job bidding procedure of this Agreement. By mutual consent Article 8,

Section 8.1 may be waived. When a new job classification falling within the scope of this Agreement has been established, the rates of pay determined by the Company shall be subject to bargaining at the request of the Union, provided that such request shall be made within thirty (30) days of the notification of the establishment of the new job classification. Provided further that the rates of pay fixed by the Company for such new job classification shall continue in effect until agreement in reference thereto is reached between the Company and the Union. The rates of pay so agreed upon between the Company and the Union shall not in any case be retroactive to a date earlier than the date on which the job was established.

## **ARTICLE 2**

### **DEFINITIONS**

As used in this Contract, the following terms shall have the following meaning:

**SECTION 2.1.** "Employee(s)", excepting as otherwise specifically provided in the Contract in Article 1, Section 1.2, shall mean all employees of the Company except confidential employees, and except professional employees and supervisors as defined in the Labor-Management Relations Act of 1947.

The term "Employee" or "Employees" wherever used in this Agreement shall include both sexes except as otherwise may be specifically provided herein. Whenever the masculine or feminine "pronoun" or "possessive" is used in this Agreement, the opposite pronoun or possessive is also intended, except as otherwise may be specifically provided herein.

**SECTION 2.2.** A "regular employee" is an employee regularly scheduled for more than 85 hours of work per month and whose employment has been accepted by the Company and has continued for longer than ninety (90) days. Regular employees are further classified as "full-time" or "part-time" employees.

**SECTION 2.3.1.** A "probationary employee" is an employee, other than an occasional employee or temporary employee, regularly scheduled for more than 85 hours of work per month, whose employment has not continued for as much as ninety (90) days. The exception to this would be if the Company and Union mutually agree to extend the probationary period an additional ninety (90) days. Probationary employees are further classified as "full-time" or "part-time" employees.

**SECTION 2.3.2.** A "temporary employee" is an employee who is engaged for a period of time intended and expected to be of limited duration. Such employment period will not exceed twelve (12) months unless otherwise extended by mutual agreement. Temporary employees are not eligible to any benefits in this Agreement unless specifically set forth as applicable to temporary employees. Temporary full-time employees with ninety (90) days of continuous unbroken employment shall not be required to serve a probationary period if hired as a regular full-time employee in the same job classification unless mutually agreed

by the Company and the Union to extend the probationary period an additional ninety (90) days. Such regular full-time employee shall be eligible for holiday allowance in accordance with Article 10.

**SECTION 2.4.** An "occasional employee" is a person who is engaged from time to time for a period intended and expected to be of limited duration. Uses of occasional employees shall include: emergencies, the filling of temporary tours, or substitution for other employees who are absent, ill or on vacation or on excused absence. Occasional employees are employees only on the specific individual days on which work assignments are performed. Wage treatment shall not exceed wage schedules effective for regular employees and may be based on cumulative previous hours worked for the Company.

**SECTION 2.5.** A "full-time employee" is a regular or temporary employee who is normally scheduled to work a forty-hour work week.

**SECTION 2.6.** A "part-time" employee is a regular or temporary employee who is normally scheduled to work less than a forty-hour work week.

**SECTION 2.7.** The "basic wage rate" of an employee is the rate paid pursuant to Exhibit B, exclusive of any additional pay for (a) night differentials, (b) overtime, (c) holidays, (d) work on Sundays, and (e) work outside of scheduled time.

**SECTION 2.8.** "Overtime" is that period of time which is worked in excess of 40 hours in a week, or in excess of eight hours in a day. Hours worked consecutively in excess of eight shall be overtime.

**SECTION 2.9.** "Premium pay" is an amount paid in addition to basic wage rate.

**SECTION 2.10.** "Departments" are divisions of the Company's employees for the purposes of administering this Contract. The departments are Service, Engineering and Construction, Supply and Transportation, Traffic, and Accounting.

**SECTION 2.11.** "Accredited Service" is service with the Company as defined in Article 5.

**SECTION 2.12.** "Seniority" is accredited service as is further defined in Article 5.

**SECTION 2.13.** "Grievance" means any dispute between the Company and an employee or the Union involving the interpretation or application of any provision of this Agreement.

**SECTION 2.14.** "Resigned", or "Quit" applies when an employee's services are terminated of his/her own volition prior to retirement.

**SECTION 2.15.** "Laid-Off" applies when an employee's services are terminated as a result of a reduction in force.

**SECTION 2.16.** "Suspension" applies when an employee's services are terminated for a temporary period as a result of disciplinary action.

**SECTION 2.17.** "Discharged" applies when an employee's services are terminated because they are not satisfactory, or for other just cause.

**SECTION 2.18.** "Released" refers to termination of employment by Company action when the employee's qualifications for telephone work are not satisfactory.

**SECTION 2.19.** "Holiday" is any of the days prescribed in Article 10, and means the twenty-four hour period between 12:01 A.M. of the calendar holiday, or the day thus observed, and 12:00 midnight.

**SECTION 2.20.** "Calendar Year" means a period of 12 months beginning on January 1st and ending on the next succeeding December 31st.

**SECTION 2.21.** A "Service Week" is a period of seven consecutive days beginning and ending at 12:01 A.M. on successive Sundays.

**SECTION 2.22.** A "Service Day" is a period of 24 hours beginning and ending at 12:01 A.M. on successive days.

**SECTION 2.23.** For scheduling purposes only, a formal tour of duty as described herein shall be considered as falling on the calendar day in which the majority of hours are worked.

- (a) A scheduled tour of duty shall consist of not more than 8 consecutive hours exclusive of a meal period. Meal periods of less than 1/2 hour shall be included as part of the tour.

### **ARTICLE 3**

#### **RESPONSIBILITY OF MANAGEMENT**

**SECTION 3.1.** Nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular generally recognized customary functions and responsibilities of Management of the business and direction of the working force consistent with safe working practices including the right to hire, to use improved methods or equipment, to combine jobs, to discontinue jobs, to determine work assignments and tours, to decide the number of employees needed at any particular time or place, to establish reasonable rules and regulations, to discipline and discharge employees for cause and to be the sole judge of the communications service rendered the public. Moreover, such functions of Management as may be included herein shall not be deemed to limit other functions of Management not specifically included herein.

**SECTION 3.2.** The right of the Company to establish, determine and maintain standards of telephone service to the public is fully recognized. The Company shall not be required to retain in its employ any employee who fails continuously

to meet established work standards unless such failure arises from causes due to working conditions beyond the employee's control. The Company recognizes the obligation to treat employees with fairness and justice; however, if an employee repeatedly refuses to meet established work standards he may be disciplined or discharged.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

**SECTION 4.1.** For the purpose of this Article 4, a grievance shall be any dispute between the Company and any employee or the Union, involving the interpretation or application of any provision of this Agreement.

**SECTION 4.1.1.** Such disputes raised by an employee, employees, or the Union may be presented to Management orally or in writing on forms provided by the Union. Names, dates, times, events and other pertinent data necessary for the adequate consideration of the grievance should be stated. Contract provisions allegedly violated should be cited. The nature of the grievance and the remedy sought should be indicated. Technical errors on the grievance form shall not become grounds for denying the grievance.

**SECTION 4.2. Oral Grievances:** Each grievance which shall come up for the attention of Management shall first be submitted orally to the Supervisor of the employee or employees concerned: (a) Within seven days, excluding Sunday, of the event giving rise to the grievance; or (b) Within seven days after it first became known to the grievant within forty-five (45) days of the event giving rise to the grievance.

**Section 4.2.1. Regular scheduled work hours spent by the aggrieved employee and one local Union Representative pursuant to Section 4.2 shall be compensated for at their basic hourly rates of pay.**

**SECTION 4.3. Written Grievances – Step 1:** In the event said oral grievance shall not be satisfactorily settled within five (5) working days (Monday through Friday) from the date submitted to the supervisor, the same shall then be submitted in writing within seven (7) days, excluding Sunday, to the second level Manager or designee. The grievance shall be in writing on forms provided by the Union, signed by the party or parties or by an authorized Union Representative having such grievance.

**SECTION 4.3.1.** A meeting shall be held to discuss the grievance within five (5) working days (Monday through Friday) following the day the grievance was submitted to the second level Manager or designee unless such meeting is waived by mutual agreement between the Company and Union. The Union shall be provided a written response to the grievance within seven (7) working days (Monday through Friday)

following the date on which the first step hearing is conducted. The original of the grievance form containing the written response shall be forwarded to the Business Manager of the Union. A copy of the grievance containing the written response shall be returned to the Chief Steward who forwarded the grievance to the first step. The procedure set forth in Sections 4.3 and 4.3.1 shall be known as the first step of the grievance procedure.

**SECTION 4.3.2** Regular scheduled work hours spent by the aggrieved employee and one local Union Representative pursuant to Section 4.3.1 shall be compensated for at the basic hourly rate of pay.

**SECTION 4.4. Written Grievances - Step 2:** In the event said grievance shall not be satisfactorily settled within seven (7) working days (Monday through Friday) following the date on which the first step hearing is conducted, the same shall then be submitted within eight days, excluding Sunday, to the Regional Director-Labor/Employee Relations or his/her representative.

**SECTION 4.4.1.** A meeting shall be held to discuss the grievance within seven (7) working days (Monday through Friday) following the day the grievance was submitted to the Regional Director-Labor/Employee Relations or his/her representative unless such meeting is waived by mutual agreement of the Company and Union. The Union shall be provided a written response to the grievance within fourteen (14) working days (Monday through Friday) following the date on which the second step hearing is conducted. The procedure set forth in Section 4.4 and 4.4.1 shall be known as the second step of the grievance procedure.

**Section 4.4.2.** Regular scheduled work hours spent by the aggrieved employee and one local Union Representative pursuant to Section 4.4.1 shall be compensated for at the basic hourly rate of pay.

**SECTION 4.5.** Once a grievance has been presented by an employee's Union Representative, Management shall not thereafter discuss the grievance with the aggrieved employee or employees without the appropriate Union Representative being present at the time of discussion.

**SECTION 4.6.** Prior to the expiration of the time limits as expressed herein such time limits may be extended by mutual consent of the Union and the Company.

**SECTION 4.7.** In the event the Regional Director-Labor/Employee Relations or his/her representative and the Union shall not have satisfactorily settled the grievance within fourteen (14) working days (Monday through Friday) following the date on which the second step hearing is conducted, then the grievance, at the request of either party, shall be submitted within thirty days, excluding Sundays, thereafter to arbitration by serving a written demand for arbitration upon the other party. Within ten days, excluding Sunday, following the notice of demand, the parties shall select an arbitrator. Selection of the arbitrator shall be



made by a request by either party to the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their effective rules and regulations.

**SECTION 4.8.** Each party shall bear the expense of presenting its own case. The cost of the arbitrator and of incidental expenses mutually agreed to in advance, shall be borne equally by the parties thereto.

**SECTION 4.9.** No terms can be added to this Contract nor any provision thereof changed by arbitration. With respect to the interpretation or application of any provisions of this Agreement the decision of the arbitrators shall be final and binding upon the parties. Notwithstanding anything to the contrary contained in this Agreement, the following matters shall be excluded from arbitration except as to interpretation.

- (a) Matters reserved to the Company by Article 3, Section 3.1 hereof, other than disputes as to the reasonableness of Company rules and regulations.
- (b) Provisions herein governing accredited service (Article 5) and wages, hours and conditions of employment, which are matters determined by collective bargaining.

**SECTION 4.10.** Nothing herein shall be construed to prevent an employee or employees from presenting oral complaints directly to the Company and securing adjustment of such oral complaints. Nothing herein shall be construed to deny the right of Union representation to be present at the time the oral complaint is made and/or at the time adjustment is made.

**SECTION 4.11.** For the purposes of this Article 4, a written grievance, when submitted by mail shall be considered as "submitted"; if postmarked on a day falling within the time limits provided herein.

## **ARTICLE 5**

### **ACCREDITED SERVICE**

**SECTION 5.1.** "Accredited Service" shall consist of the aggregate of the following:

- (a) Active employment with the Company and its predecessor companies, and any excused absence time specifically approved for service credit purposes in accordance with written statements of Company policy;
- (b) Active employment with a Designated Company and with companies subsidiary to, allied with, or predecessor to any Designated Company, with approval of the Board of this Company; and,

- (c) Active employment with companies (Other than a Designated Company), including their predecessors, associated or allied with the Company, with the approval of the Board of this Company;
- (d) In the case of the acquisition of facilities by the Company from a non-affiliated company, with approval of the Board, active employment with the non-affiliated company in the case of employees transferred to the employment of the Company in connection with the acquisition of said facilities.

**SECTION 5.1.1. Accredited Service shall be broken by:**

- (a) Resignation, retirement or discharge, or other termination of employment.
- (b) Absence by reason of layoff in excess of twenty-four (24) consecutive months.

Regular part-time employment shall be included in Accredited Service on a basis which reflects the relationship of such employment to the normal weekly or monthly work schedule regularly in effect from time to time for employees comparably situated in the Company.

**SECTION 5.1.2. Active employment shall not include:**

- (a) Hours worked by occasional employees;
- (b) The period spent as a Contract Agent, or as an employee of a Contract Agent;
- (c) Unauthorized absence time;
- (d) The period of a leave-of-absence except;
  - (1) For approved absence totaling less than thirty calendar days a year (22 accumulative work days) and
  - (2) As provided in Article 13, Section 13.8 and
  - (3) The period of military obligations as provided in Article 13, Section 13.9 and 13.10;
- (e) Absence beyond the period that accident or sickness disability benefits are paid;
- (f) The period during which a Disability Pension is paid;
- (g) Absence while on layoff.

**SECTION 5.2.** Each employee shall, for the purpose of this Article 5, be regarded as probationary for the first ninety (90) days of employment by the Company, unless mutually agreed by both the Company and the Union to extend the probationary period an additional ninety (90) days, during which period no length of accredited service shall accrue, and Management may terminate employment in its sole discretion. Should the employee continue in the services of the Company after such first ninety (90) days (unless mutually agreed to extend an additional ninety (90) days) and become a regular employee, the length of accredited or continuous service shall then date back to the commencement of such employment.

**SECTION 5.3.** When an employee is permanently transferred, accredited service will accompany the employee.

**SECTION 5.4.** In the event of a layoff by the Company, all regular employees shall retain their accumulated accredited service as of the date of the layoff, unless the layoff continues for more than twenty-four consecutive months.

**SECTION 5.5.** Seniority is length of accredited service which includes active employment with Verizon North Inc. within the state of Ohio.

**SECTION 5.6.** The Company will make up and maintain an employee Seniority file by department in appropriate locations.

**SECTION 5.7.** Service Bridging is the inclusion in total computed accredited service of former employment with the Company and as defined in 5.1 (a), (b), (c) and (d).

**SECTION 5.7.1.** Service shall be bridged upon application by the employee after the completion of 1000 hours of accredited service in current employment. This shall not preclude the Company from initiating action to bridge service when appropriate information appears in Company personnel records.

**SECTION 5.7.2.** Service to be bridged shall include each period of former covered employment of 1000 hours or more.

**SECTION 5.7.3.** The effective date for service bridged under this provision shall be June 1, 1976.

**SECTION 5.8.** When two or more employees have the same seniority date the employee having the lower social security number will be senior.

## ARTICLE 6

### WAGES, HOURS, AND OVERTIME

**SECTION 6.1** Attached hereto and made a part hereof are wage schedules setting forth the regular time hourly rates of pay which shall be effective from and after 12:01 A.M., October 27, 2002, for the period ending October 22, 2005. Wage rate progression shall proceed in accordance with "Exhibit A" attached hereto.

**SECTION 6.2.** Overtime is as defined in Section 2.8 of Article 2. Total compensation for overtime work shall be at the rate of one and one-half times the straight-time rate of pay during the specific hours worked; there shall be no pyramiding of overtime rates or other premium rates for the same hours worked unless otherwise specified in this Agreement. It is the duty and responsibility of any employee called upon to work such overtime to report for work. The Company will give such advance notice of the requirement to work overtime as is reasonably possible under the circumstances then existing. It is the function of the Company to determine when overtime shall be worked. Holiday allowance paid to employees will be credited with equivalent as time worked on the holiday for the purposes of computing overtime. No other paid excused time will be counted as time worked for overtime computation except as provided for in Article 6.2.2. paragraph (b).

**SECTION 6.2.1.** The Company recognizes that employees obligated or assigned to work overtime may at times be unavailable due to extenuating circumstances, and such circumstances shall be taken into consideration by the Company.

**SECTION 6.2.2.** Employees will not ordinarily work more than fourteen (14) hours in any twenty-four (24) hour period except as may be required by the service situation involved.

- (a) When an employee works 14 or more hours in a 24-hour period, he/she shall be entitled to a rest period of 8 consecutive hours before returning to work.
- (b) If this rest period extends into his/her regular scheduled working hours, he/she shall be paid straight time rate for all time falling within his/her regular scheduled working hours that is necessary to give him/her 8 hours of rest. In the interest of the employee's personal safety or health, at the employee's request he/she shall be excused from reporting for work for the remaining balance of the tour, without pay and without the employee, Company or Union being in violation of any of the terms of this Agreement, including attendance.

**SECTION 6.3.** It is agreed that contractors, occasional, temporary job, emergency, part-time employees and employees temporarily assigned from other

areas of the Company shall not be employed to an extent so as to adversely affect the usual straight-time employment of current regular full time employees. Work done by contractors and employees temporarily assigned from other areas of the Company shall in no way result in the lay off, part timing, or demotion of any employee qualified to perform the work being done. When scheduled overtime work being done by contractors is authorized and controlled by the Company equal opportunity for such overtime work shall be afforded those Company employees normally doing the same type of work within the same exchange.

**SECTION 6.4.** All hours worked on Sundays will be paid at a premium rate of 1/2 the basic straight time rate. All hours worked on Sunday up to a maximum of eight (8) or ten (10) hours shall be included in computing the number of hours in excess of forty hours in any work week. Scheduled or required hours worked in excess of eight (8) or ten (10) hours on Sundays shall be entitled to both Sunday premium and overtime premium.

**SECTION 6.5.** In event a full time employee shall be called for work outside of regular working hours, after having left for the day, the employee shall be paid overtime computed from the time the employee leaves home until returning home, allowing a reasonable time for travel to and from the job. The minimum compensation shall be two hours at the overtime rate on a weekday.

- (a) If an employee accepts a call out, the employee will be excused from required overtime once within the next seven (7) scheduled work days, if requested, by scheduling with their supervisor an eight hour scheduled day (10 hour scheduled day for employees on 4/10s).
- (b) If an employee is called out and works 4 hours after midnight, and such call out results in the employee being unable to obtain sufficient rest prior to the start of their next regular scheduled tour, the employee shall be given the option of (a) above or shall be excused from the first half of their scheduled tour without pay. This excused time shall not result in any violation of any terms of this Agreement, including attendance.

**SECTION 6.6.** A night premium of eighty-five cents (\$.85) per hour will be paid for regularly scheduled hours worked between the hours of 9 p.m. and 6 a.m. (Does not apply to overtime hours worked.)

**SECTION 6.7.** Wage rate progression in each separate classification shall be based on progression interval in each classification. Notwithstanding, any employee, who transfers to a higher rated classification, shall have their hourly rate changed pursuant to "Wage Schedule Administration Exhibit A" attached hereto. Such employee will serve a probationary period not to exceed 180 calendar days. At the end of that time the employee shall be assigned the higher classification or be transferred back to their previous classification. In no case shall the hourly rate of pay of an employee who is transferred to a higher job classification be decreased, except for reasons of being transferred back to their previous classification in accordance with this Section 6.7.

**SECTION 6.8.** In event an employee shall be assigned to work temporarily on a job paying a lesser wage than their regular job, they shall not be reduced in wages as a result of any such temporary work. If, however, an employee shall be assigned to work temporarily on a job of a higher classification, and not for the purposes of Section 6.8, they shall receive the differential in pay, as defined in Exhibit A, Wage Schedule Administration, Section B, applicable to the work classification.

**SECTION 6.9.** Any employee who at their own request is assigned to a job classification which carries a lower rate of pay per hour shall be paid the rate per hour for the classification of work performed but without loss in accredited service.

**SECTION 6.10.** Any employee who is determined by Management to be unable to perform the work for the job classification to which they are assigned, may be transferred to a lower job classification by the Company and paid the rate for such classification. If the employee so transferred is not in agreement with the new classification and rate of pay assigned, they may take the matter up under the provisions of Article 4.

**SECTION 6.11.** A new employee with previous experience may be employed, classified and an hourly rate of pay determined by Management not in excess of the hourly rate justified by actual experience. At the end of 180 calendar days the new employee or the employee in progression may be reclassified and/or re-rated based on demonstrated experience and ability, however in no instance will the merit increase be more than one progression interval in one calendar year. Subsequent progression increases will proceed from the effective date of the previous wage increase.

## **ARTICLE 7**

### **SCHEDULING OF TIME**

**SECTION 7.1.** All employees shall have successfully completed their physical examination by a Company approved physician prior to the time of beginning of their employment, or returning from an absence of more than three months.

**SECTION 7.2.** All regular scheduled tours shall be assigned by seniority in accordance with the employees' written selection. Approval of tour selections will be contingent upon consideration of work load, requirements of telephone service and requirements of law. Work group schedules will be posted every four weeks. Employees of each work group shall be afforded opportunity to express their choice of tour changes in the week preceding the schedule posting.

**SECTION 7.3.** Employees may trade scheduled work hours with the approval of the supervisor. Approval will be contingent upon considerations of work load, service requirements, and requirement of law. Ordinarily approval will be denied if overtime results from the trade.

**SECTION 7.4.** Work schedules shall be posted in appropriate locations no later than noon Thursday of the preceding week. When hours of scheduled work remain the same from week to week a single posting shall be sufficient, except as provided for in Article 7, Section 7.2. Holiday schedules shall be posted at least fourteen (14) days before such holiday.

**SECTION 7.5.** Posted work schedules are subject to change for reasons beyond the control of the Company.

When twenty-four hours or more notice before the start of work on the original daily tour is given, the changed tour shall become the employee's regular scheduled tour and he/she shall be compensated at the basic wage rate plus applicable premiums. When less than twenty-four (24) hours notice before the start of work on the original daily tour is given the following shall apply:

- (a) Straight-time compensation will be paid for all hours worked within the original tour. Overtime compensation will be paid for all hours worked outside of the original tour.

**SECTION 7.5.1.** When two (2) or more tours on a posted weekly work schedule are changed, due to Company requirements, a minimum of three (3) days notice shall be given the affected employee. When circumstance does not allow for such notice, overtime compensation will be paid for those hours worked outside the original tours by the affected employee during the succeeding three (3) calendar days following notice.

**SECTION 7.6.** A relief period of 15 minutes paid for as time worked will be granted to each employee as near the middle of each session of a tour as is practical.

**SECTION 7.6.1.** Employees required to work two (2) hours or more immediately preceding or following the originally scheduled tour shall receive a fifteen (15) minute relief period as near each two hour interval as is practical if the employee resumes work after each said relief period.

**SECTION 7.7.** Each employee who is regularly scheduled and who is unable, because of sickness, injury, emergency, or conditions beyond the employee's control, to work the hours so scheduled, shall give their Supervisor or office the maximum amount of notice possible prior to the beginning of their scheduled tour. Failure to give such notice shall constitute reason for appropriate disciplinary action by the Company.

**SECTION 7.8.** To indicate availability, regular employees who desire overtime/call out work shall sign an Availability List which will be maintained in their department. The Company shall not be required to call employees for such work if they have not signed this list, or have failed to accept such work when

offered on three (3) consecutive occasions. Employees must notify their supervisor in writing to have their name added to or removed from the Availability List. An employee will not be added to the List if their name was removed in the previous thirty (30) days. The Availability List shall be accessible to any employee upon request to their supervisor. Absence of an employee's name from the Availability List does not relieve the employee of the responsibility to work overtime/call out.

SECTION 7.9. The Company will endeavor to distribute as equally as is reasonably possible with due regard to Section 7.8, within each reporting center, all overtime work among employees classified to do the work required.

SECTION 7.10. No employee shall be required to take time off for work performed outside regular scheduled working hours.

SECTION 7.11. The Company will not require Service, Engineering and Construction, Supply and Transportation (Formerly Plant) Department employees to do construction or maintenance work in exposed locations out-of-doors during heavy rain, wet snow, or excessively cold weather, as will interfere with the safe performance of work by outside employees; unless such work is necessary to protect life, property or continuity of essential service. When scheduled work is suspended, other suitable work will be assigned.

Once all suitable work is exhausted and there is an agreement between the affected employee(s) and their supervisor that work is impractical due to inclement weather, the following payments will apply.

- (a) If the agreement is made prior to and/or within the first 30 minutes of the tour, the employee will be released and be paid a maximum of two (2) hours 'show-up pay' at the basic wage rate.
- (b) If the agreement is made within the first half of the tour, the released employee will receive a maximum of four (4) hours pay which includes any productive time at the basic wage rate (5 hours if employee working 4/10s).
- (c) If the agreement is made after the completion of the first half of the tour, the released employee will receive a maximum of eight (8) hours pay which includes any productive time at the basic wage rate. (10 hours if employee working 4/10s)

SECTION 7.12. Per Diem. All employees shall be assigned to definite reporting centers. Per diem payment is in lieu of all other employee expenses unless otherwise specified herein.

SECTION 7.12.1. When an employee is assigned to work temporarily at a location ten (10) miles or more from his/her regular reporting center, the following will apply:



**SECTION 7.12.1.1.** If the temporary reporting center is closer to the employee's home than his/her regular reporting center, the employee will not be paid per diem or mileage. This section 7.12.1.1 does not apply to employees required to travel to their regular reporting center prior to reporting to their temporary reporting center.

**SECTION 7.12.1.2.** If the temporary reporting center is ten (10) miles and up to and including twenty (20) miles the employee will be compensated **\$11.00** per day for each working day of the assignment.

**SECTION 7.12.1.3.** If the Temporary reporting center is more than twenty (20) miles and up to and including forty (40) miles the employee will be compensated **\$21.50** per day for each working day of the assignment.

**SECTION 7.12.1.4.** If the Temporary reporting center is more than forty (40) miles and up to and including sixty (60) miles, the employee will be compensated **\$36.00** per day for each working day of the assignment.

**SECTION 7.12.1.5.** If the Temporary reporting center is more than sixty (60) miles away from the regular reporting center, the Company shall select and pay for lodging at the employee's request. The employee will be compensated a meal allowance of **\$34.00** per day for each working day of the assignment. Management will provide transportation, on Company time, on the initial Trip to and the last trip from the temporary reporting center, at its option, in the form of a Company vehicle, public transportation or a mileage allowance consistent with Company policy, but no less than \$.31 per mile, when the employee's personal vehicle is authorized for Company business. When the employee's personal vehicle is used, the employee will be compensated a mileage allowance for round trip transportation on each interim weekend of the assignment.

**SECTION 7.12.1.6.** If the temporary work assignment is more than sixty (60) miles and is outside the state of Ohio, reasonable board and lodging with supervisory approval will be paid for each day of the assignment. The employee shall have the option to turn in receipts for meals or to receive **\$34.00** per day for each day of the assignment. No other per diem will be paid. Employees on temporary work assignments outside the state will be permitted to return home at the end of each three week period. Approved transportation expenses will be paid by the Company.

**SECTION 7.12.1.7.** All reference to miles shall mean the most

direct and practical one-way highway distance to the temporary reporting center as determined by management.

**SECTION 7.12.1.8.** For each day that an employee is assigned to a temporary reporting center more than sixty (60) miles from his/her regular reporting center, the employee shall be allowed to charge to the Company one personal long-distance call of a five minute duration, terminating in the state of Ohio. In addition, employees who do not return home on interim weekends will be reimbursed a laundry expense of \$8.00 per week starting with the second week of the temporary assignment.

**SECTION 7.12.2.** Employees utilizing personal vehicles and who qualify for per diem will be paid a mileage allowance consistent with Company policy, but no less than \$.31 per mile, for all miles associated with the assignment in excess of the distance between the regular reporting center and the temporary reporting center.

**SECTION 7.12.3. Work Time.** Employees on per diem will travel on their own time, except as provided in 7.12.1.5, and unless otherwise directed by management to move vehicles and equipment.

**SECTION 7.13.** Supervisory employees shall not perform work as is normally performed by bargaining unit employees except in cases of emergency conditions affecting service, conditions affecting safety, health or welfare, when instructing, or when an appropriate employee is not available to perform such work.

**SECTION 7.14.** Employees who cannot safely report to work due to severe weather conditions may be compensated for absence if all of the following conditions are met:

- The employee received prior approval from his or her Supervisor, AND
- The employee's absence does not affect customer service, AND
- The employee has unused vacation/personal holidays or Arranges for flex time with supervisor approval if work is available and no overtime is generated.

## **ARTICLE 8**

### **JOB BIDDING**

**SECTION 8.1** Regular and laid off employees wishing to apply for a vacancy must follow the procedures outlined in the associate self nomination process. However, there shall be no obligation on the part of the Company when service requirements would be adversely affected to consider an application of an employee that would necessitate the transfer of the employee to the same or a lower classification than they then hold.

- (a) **When a reapportionment is necessary for business reasons twenty-five (25) miles or less from the employee's current reporting center, notification to the affected employee(s) and Union Business Manager will occur. The Company will share with the Union and the employees the number of employees affected, the effective date (with at least six (6) business days notification) of the transfer and the new reporting center. The Company will first solicit volunteers from the affected surplus work group and if none then Article 9, Section 9.4. will be applicable to the affected employee(s). Should the new reporting center be more than 25 miles from the employee's current reporting center, the Company may first solicit volunteers from the surplus work group to transfer to the new reporting center and if none the Company may effect a force reduction under Article 9.**
- (b) **Nothing herein shall preclude the Company from filling an opening on a temporary basis for a period not to exceed thirty (30) days.**
- (c) **An employee may apply for, but shall not have a right to transfer until the employee has occupied his/her present position at the same location for at least twelve (12) consecutive months. Employees in the Business Zone Technician, Customer Engineer-Data Applications, and/or Division C.O.E. Installer-Repairer classification may apply for but not have a right to transfer until they have occupied their present position for at least twenty-four (24) consecutive months. Employees in the Customer Zone Technician I classification may apply for but not have a right to transfer until they have occupied their present position for at least thirty (30) months. The time limits stated herein may be waived by the Company.**

**SECTION 8.2** It shall be the employee's responsibility to submit his/her job application in writing (form to be provided by the Company) to the person in staffing designated as the Company representative.

**SECTION 8.3.** The employee who is the successful candidate shall be notified of his/her selection. The Business Manager shall also be notified of the name of the successful candidate within fourteen (14) days of the selection. The successful candidate shall be notified of his/her release date within fourteen (14) calendar days of being awarded the job. Any increase in compensation shall be effective the first pay period following the acceptance of the job. Reasonable effort will be made to release the employee as expediently as the business allows.

**SECTION 8.4** Selection between two or more regular employees or employees on layoff seeking to fill the same job opening shall be based upon the following

factors:

- (a) Seniority as defined in Article 5.
- (b) Ability, aptitude, attendance record, physical fitness, and/or qualifications to perform the job.
- (c) If the successful candidate is an employee from layoff and he/she accepts the position, he/she will no longer be eligible for recall or retransfer to the position from which he/she was originally laid-off.

Reasonable effort will be made consistent with the requirements of telephone service to train and promote existing employees of the Company. However, this will not take precedence over awarding jobs to laid off employees. When an opening occurs in a job classification that, in the judgment of Management, requires the employment of more experienced personnel than is available within the unit classifications to fill that opening (**these jobs will be posted as "Ready Now" vacancies**), or if the opening is filled under Article 6, Section 6.10, the Business Manager shall be so advised ten (10) days prior to the filling of the opening.

**SECTION 8.5. When effecting reapportionment and increasing or decreasing the number of employees the factors set forth in Section 8.4 (a) shall control.**

## **ARTICLE 9**

### **FORCE ADJUSTMENT AND RECALL AFTER LAYOFF**

**SECTION 9.1. Whenever conditions are considered by the Company to warrant reduction in forces through lay-off or part-timing of regular employees, the reduction will be in accord with the following:**

**SECTION 9.1.1. Force adjustment will be by job title classification(s) in each Department affected, and within the exchange, district, area as the case may be. To the extent needed, reductions will be accomplished in the following order:**

- (a) **If the Income Security Plan or Income Security Plan-Enhanced have not been offered, the Company will solicit volunteers by the title classification within a twenty five (25) mile radius that is being reduced to accept termination with termination allowance, or take voluntary layoff with recall rights. Acceptance by the Company will be in order of seniority. In no event shall the number of employees who volunteer to separate exceed the number of employees determined by the Company to be surplus.**
- (b) **Occasional and/or temporary employees**

- (c) Probationary employees
- (d) Contingent employees
- (e) Regular full-time employees and regular part-time employees

**SECTION 9.1.2.** In the sequential laying off of regular full-time employees, and of regular part-time employees with less than twelve (12) months accredited service, order of accredited service will not be solely governing but, other factors being equal, inverse accredited service will be followed.

- (a) The right to retain those employees who have the necessary essential skill to perform the work which an employee with greater accredited service does not possess is reserved to management.

**SECTION 9.2.** For the purposes of this Article, employees absent from active employment by reason of disability and/or leave of absence shall be treated as follows:

**SECTION 9.2.1.** When sufficient accredited service exists for retention of employment, the employee's status is to remain unchanged pending otherwise availability to return to active employment.

**SECTION 9.2.2.** When insufficient accredited service exists, the employee shall be subject to lay off, the same as though he/she were actively at work.

**SECTION 9.3.** At least seven calendar days' notification will be given to the Union and the employee(s) by the Company in the instance of expected full lay off of regular full-time employees who have accredited service of twelve months or less.

**SECTION 9.3.1.** At least fifteen (15) calendar days' notification will be given of expected full lay off of regular full-time employees who have accredited service in excess of twelve (12) months.

**SECTION 9.3.2.** Notification to the Union will be directed to the Business Manager's office.

**SECTION 9.3.2.1.** At Union request, the Company will meet with the Union to review the Company's submitted plan for layoff. If agreement as to an alternate plan cannot be achieved within 7 days following notification to the Union, then the layoff shall proceed in accordance with the original notification to the Union and with this Article 9. This provision shall be applicable only when employees who have accredited service in excess of

twelve (12) months are notified of expected full layoff.

**SECTION 9.4.** Any regular employee, having more than twelve (12) months accredited service, who is notified that through force reduction employment shall not be continued in the present job, may elect to terminate with termination allowance or elect to volunteer for layoff with recall rights or elect to exercise job transfer and/or "bumping" rights.

- (a) Such employee shall so indicate in writing on a form provided by the Company.
- (b) Transfer may be to a vacant job within the bargaining unit in the same title classification but in another location, in a lower or lateral title classification at the same location, or in a lower or lateral title classification in another location, subject to Company standards.
- (c) Transfers to vacant positions as outlined in paragraph (b) of this Section 9.4 supersede Article 8 of this Agreement.
- (d) An employee who refuses a transfer offer does not prejudice his/her bumping rights or recall rights except that an employee who refuses a transfer to a vacancy not lower than his/her current job classification, and which vacancy is twenty-five miles or less distance from his/her current reporting location, shall forfeit bumping and/or recall rights.

**SECTION 9.4.1.** In the application of bumping privileges under this Section 9.4 the following limitations shall apply.

- (a) Employees with one but less than two years' accredited service may exercise their option within twenty-five (25) miles.
- (b) Employees with more than two years' accredited service may exercise their option within the collective bargaining unit.

**SECTION 9.4.2.** The privilege of displacing a less senior employee to retain continuing employment is at the election of the employee subject to the following considerations:

**SECTION 9.4.2.1.** An employee not desiring to exercise his/her option does not prejudice his/her rights for recall from lay-off under the provision of this Article.

**SECTION 9.4.2.2.** Advance notification of desire to exercise his/her option must be given by the employee to his/her supervisor, in writing. An employee electing not to exercise

his/her option prior to lay-off may not recover the privilege once he/she is laid off.

**SECTION 9.4.2.3.** An employee may not exercise accredited service so as to displace another who is in a higher job classification, except at the sole discretion of management.

**SECTION 9.4.2.4.** The employee shall not be permitted either "job hopping" or seeking of new job experience by repetitive bumping.

- (a) An employee may not bump into a new job title classification when there is opportunity within twenty-five (25) miles of his/her current reporting location to bump in his/her own classification or into one previously occupied by him.
- (b) When the selected job requires the employee to relocate, and more than one choice of location is possible, the Company may exercise discretion as to permitted location, or alternate location, based on best meeting the needs of the business, giving due weight to the employee's desires.

**SECTION 9.4.2.5.** If the selected job is one previously held by that employee, he/she must be able to perform the same job currently with minimal (at least two weeks) time for refamiliarization.

**SECTION 9.4.2.6.** If the selected job is one not previously held by that employee, he/she must possess sufficient qualifications of skill, aptitude, experience, dexterity, and knowledge, in accordance with Company qualifications in effect at the time for the selected job.

**SECTION 9.4.2.7.** So as to avoid situations of an employee of limited experience in his/her title classification from bumping a more seasoned employee in that same classification, the employee can exercise his/her full accredited service only if he/she has two or more years' work time spent in that job. If he/she elects to seek a job of lower classification previously held by him, his/her time in both jobs shall be additive for purposes of this provision.

**SECTION 9.4.2.8.** The employee who is displaced may exercise any privileges available to him under this Article.

- (a) The advance notification requirements of Section 9.3 of this Article are not applicable to such displacements,

but, rather will be considered as a consequence of the original force adjustment. However, when an employee has exhausted transfer rights, the employee shall have five (5) working days after notification before being laid off.

**SECTION 9.4.2.9.** Costs of moving to the new location will be assumed by the employee.

**SECTION 9.5.** On recall, notification to report for work may be given orally or by written notice directed to the laid off employee by mailing such notice, by certified mail, to such employee at the address last known to the Company. Said laid off employee shall be conclusively deemed to have received said notice at the expiration of the period of time it would normally take for said notice, so mailed, to reach the addressee in the ordinary course of mail service after the same has been deposited in a receiving receptacle of the United States mail service. It shall be the duty of every employee laid off by the Company, to keep the Company informed in writing of his/her address.

**SECTION 9.6.** An employee who has been laid off and subsequently recalled, when recalled, shall notify the Company in writing by certified mail or orally, of availability for work within three (3) days after notice to report, and shall report for work within ten (10) days after said notice from the Company. Failure to give the notice of availability or failure to report for work after said notice to report for work shall terminate all of the employee's rights under this Contract except as provided in Section 9.7.

**SECTION 9.7.** A failure to report for work within ten (10) days after notification by the Company, as provided above, because of sickness, injury or other cause beyond such laid off employee's control, shall not terminate rights under this contract providing the Company shall have been notified thereof in writing within three days after notice to report for work and shall thereafter have been furnished satisfactory evidence of such cause and of the fact that such person will report to work without intermediate employment as soon as the cause is eliminated. Any such cause shall not extend the employee's right to report to work beyond twenty-four (24) months from the time of lay-off unless said employee shall have requested such extension in writing and the Company, in its sole discretion for justifiable reasons, expressly extends said period.

**SECTION 9.8.** An employee shall not be required to give up permanent employment to return for temporary employment with this Company in order to retain his/her accredited service.

**SECTION 9.9.** Length of accredited service as defined in Article 5, Section 5.1 shall control in determining the order in which laid off employees for each classification will be recalled in any district.

**SECTION 9.10.** When a laid off employee is recalled following a force adjustment, he/she shall be placed on the appropriate wage progression



schedule in accordance with the following:

- (a) If returned to the same job, he/she shall be placed on the same position of the wage progression schedule he/she was on at the time of force adjustment.
- (b) If he/she returns to a lower rated job, or to a higher rated job, he/she shall be considered as reclassified from his/her former job with wage treatment thereby as outlined in Exhibit A Wage Schedule Administration. This procedure will be applicable, as well, when a relocation is involved.

**SECTION 9.11.** Employees displaced by reason of force reduction shall be returned to their previous classification and location, if they so desire, at the earliest opportunity. This provision shall supersede the provisions of Article 8 of this Agreement. Employees returned to a previous classification by application of this Section 9.11 shall be returned to the same position on that wage schedule unless the application of the provisions of Exhibit A of this Agreement would provide for a higher wage rate. This right of retransfer shall not exceed two years and apply only to the original job classification. Should the employee refuse retransfer, all retransfer rights are terminated.

**SECTION 9.12. Termination Allowance:** Regular employees with two or more years of accredited service who suffer loss of immediate employment through lay-off will be paid a termination allowance based on accredited service and basic wage rate at the time of lay-off. Computation of termination allowance will be on the basis of one week (40 hours) for each year of accredited service. Such termination allowance will also be paid to pension eligible employees who suffer loss of employment through layoff.

**SECTION 9.12.1.** Payments to regular part-time employees will be prorated based on average hours worked per week during the 13-week period immediately preceding lay-off.

**SECTION 9.13.** Termination allowance normally will be paid according to the Company's payroll procedures for the hours equivalent to the employee's regular work week to the extent of the total allowance granted. LUMP SUM PAYMENT WILL BE MADE ONLY WHEREIN IT BECOMES CONDITIONAL UPON SUCH PAYMENT THAT NO FURTHER OBLIGATION RESTS UPON THE COMPANY WITH RESPECT TO THAT FORMER EMPLOYEE. Employees are entitled to no other benefits when on lay-off except those covered under Article 8, Section 8.4, and under this Article 9.

**SECTION 9.13.1.** Termination payments made will be exclusive of earned vacation payments to which the employee may be entitled.

**SECTION 9.13.2.** Whenever any employee who has been paid termination allowance is subsequently reemployed and is again terminated, termination allowance in the instance of the second, or subsequent, termination will be computed on the basis of total accredited

service less payments previously received.

**SECTION 9.14.** No termination allowance shall be due to an employee in any case where termination is the result of (a) voluntary or involuntary retirement on pension or (b) death, or (c) termination for transfer between companies, or (d) resignation or quit by the employee, or (e) dismissed for cause, or (f) as a result of any sale or other disposition by the Company of the exchange at which the employee is working or at which he/she is assigned to work out of, when the employee concerned is continued in the employment of the Company or of the new management of the exchange.

**SECTION 9.15.** If an offer for recall within a twenty five (25) mile radius from the employee's previous reporting center is made when an employee is receiving termination allowance payments, such payments will be immediately discontinued.

## **ARTICLE 10**

### **HOLIDAYS**

**SECTION 10.1.** All regular employees shall observe the following holidays:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Five (5) Personal Holidays**

\* **Verizon Plus employees will recognize a sixth (6) Personal Holiday instead of the day after Thanksgiving**

- The Company will allow as many employees as possible to schedule December 24<sup>th</sup> as a personal holiday and still maintain appropriate service levels.
- **Effective 1-1-2003 regular employees will be eligible for a 6<sup>th</sup> Personal Holiday**
- **Effective 1-1-2003 Verizon Plus regular employees will recognize an additional Personal Holiday in lieu of the Day after Thanksgiving.**

Should any of the designated holidays noted above fall on a Saturday, then the preceding Friday shall be observed as the holiday, except for employees who are formally scheduled to work on Saturday shall observe Saturday as the holiday. Should any of the designated holidays noted above fall on a Sunday, then the next following Monday shall be observed as the holiday. Holiday means the twenty-four (24) hour period between 12:01 A.M. on the day so observed and the succeeding midnight.

**SECTION 10.1.1.** A regular employee may select and observe his/her Personal Holidays during any of the 12 months of the calendar year. The employee will give at least 30 days' notice to his/her Supervisor in advance of each of the days on which he/she intends to observe as a Personal Holiday. Such time limit may be waived by supervisory approval. If an employee selects a day to observe as a Personal Holiday which, because of work requirements, would not be available, or if two or more employees in the same work group select the same day, the employees will choose alternate available day in order of seniority. It is the intent that Personal Holidays should normally be taken as a day off with pay and not worked.

- (a) With supervisory approval, an employee may take Personal holidays in four (4) hour increments.
- (b) One Personal Holiday may be taken in a minimum of two (2) hour increment with supervisory approval.
- (c) By September 1<sup>st</sup> management shall post by seniority a list of employee's unused Personal Holidays and the remaining dates available for selection of Personal Holidays. Regular employees may elect to carry over one Personal Holiday to the following year provided that it is scheduled by January 1st of the new calendar year and taken no later than the week beginning with the last Sunday in March of the year into which the Personal Holiday is carried over.
- (d) When Personal Holiday time in excess of that provided for in Section 10.1.1.c is carried over from one calendar year to the next, at least a like amount of additional Personal Holiday time from the next calendar year must be scheduled and taken no later than the last Sunday in March of the same year. All carried over Personal Holidays and "matching" next year Personal Holidays shall be scheduled by January 1st of the new calendar year.

**SECTION 10.2.** Holiday Allowance: All regular full-time employees shall be paid their hourly rate for eight hours on each holiday or the day observed as a holiday.

**SECTION 10.2.1.** Holiday Allowance: A regular part-time employee shall be paid their hourly rate on the basis of average number of hours worked per day in a previous representative week.

**SECTION 10.2.2.** Regardless of Section 10.2.1, regular part-time employees who work in excess of their normal schedule will receive a holiday allowance equal to the number of hours worked on a holiday.

**SECTION 10.3.** Holiday allowance will not be paid when an employee is absent during the last half of the last scheduled day of duty before; the first half of the

first scheduled day after the holiday; or if an employee is scheduled to work on a holiday and fails to so work, unless each such absence is for reason of justifiable circumstances and is authorized by the Company.

**SECTION 10.4.** Each regular employee who is not scheduled to work on a holiday shall not be regularly scheduled for more than thirty-two (32) hours of work in that week, unless service requirements make necessary the scheduling of additional hours. Any work performed on a holiday, including a scheduled personal holiday, shall be paid at a premium rate of  $\frac{1}{2}$  the basic straight time. However, an employee may elect to reschedule any personal holiday he/she is required to work service requirements permitting. Such day shall be paid as a normal work day, and the personal holiday(s) shall be rescheduled.

**Section 10.5.** Holiday allowance paid to employees shall be considered as time worked on the holiday for purposes of computing the number of hours in excess of forty hours in any work week, for which overtime is paid. Scheduled and required hours worked in excess of eight (8) hours on holidays shall be entitled to both holiday premium and overtime premium.

**SECTION 10.6.** Where practical from a service standpoint employees shall be excused from work on holidays or the day observed as a holiday.

## **ARTICLE 11**

### **VACATIONS**

**SECTION 11.1.** Vacations will be granted to regular employees in accordance with the following schedule:

- (a)** Employees who complete 1 year of accredited service with the Company will be granted two (2) weeks of vacation at their basic rate of pay.
- (b)** Employees who have completed 5 years of accredited service with the Company will be granted three (3) weeks vacation at their basic rate of pay.
- (c)** Employees who have completed 15 years of accredited service with the Company will be granted four (4) weeks of vacation at their basic rate of pay.
- (d)** Employees who have completed 25 years of accredited service with the Company will be granted five (5) weeks of vacation at their basic rate of pay.
- (e)** The granting of vacations in advance of the employee's completion of the required years of accredited service for such vacation is done on the assumption that the employment will continue beyond the service anniversary of the individual. Should an employee be permitted to use this privilege and later fail to meet the accredited service requirements,

the Company may recover the difference from wages due the employee. (This paragraph references milestone years only).

- (f) The qualifications standard in paragraphs (a), (b), (c) and (d) are established for regular full-time employees. The standards to be applied to regular part-time employees will be applied in ratio to the hours worked in a previous representative 12-week period.

**SECTION 11.2.** Effective January 1, 1997 the annual vacation eligibility period will be January 1st of each calendar year.

- (a) An employee who resigns, retires, is part of a work force reduction, is approved for a leave of absence, or is separated from the Company on or after January 1st of any given calendar year, and works at least one day in the new calendar year, shall receive payment for unused vacation that would normally be scheduled during that calendar year.
- (b) Absence from normal scheduled work not exceeding four weeks, or their cumulative equivalent, within the eligibility period shall be treated as work time for vacation computation purposes. Any additional absence time shall result in proration of normal full vacation allowance on the basis of 1/52 annual pay allowance for each equivalent week of absence.
- (c) Additional to the allowance provided in Paragraph (b) work time lost by reason of absence due to sickness or off duty accidents will be counted as work time for vacation computation purposes during the periods that full disability benefit payments are made. An equal allowance will be applicable in the instance of absences due arising from job-connected disabilities.
- (d) For vacation purposes work time lost because of unapproved absences, wherein the employee's services within the Company are not terminated, vacation pay allowance shall be adjusted proportionately in terms of work time lost.

**SECTION 11.3.** Vacation time off shall be on the basis of full calendar week and shall not extend beyond the week in which December 31 occurs. When an employee's earned vacation pay allowance is less than normal full amount, the employee upon personal request may be permitted to take proportionate reduced vacation time off.

**SECTION 11.4.** Vacations shall be taken at such time as the Company shall determine, subject as far as is practicable, to the personal preference of the employee. A master vacation schedule with available weeks shall be distributed to each reporting center/work group, whichever is applicable, where the employee(s) selection(s) will be made in accordance with their seniority. At the time the selection is made the employee will submit a written verification of their choice. The Company shall maintain a current status of the selection process,

that will be made available to the employees upon their request. The vacation selection process shall be completed by December 10 and posted no later than December 15. Employees cannot waive their vacations, and draw double pay except within the following guideline. Employees who are entitled to three (3) or more weeks vacation may, with supervisory approval, receive straight time pay in one-week increments in lieu of taking one (1) week's vacation during the vacation year. Vacations cannot be allowed to accumulate from year to year, but shall commence within the calendar year, but shall be completed within a period of twelve calendar months after each January 1<sup>st</sup>.

- (a) Management is encouraged to commence and administer the vacation selection process in a timely manner to accommodate the needs of the work group, such that all employees have a reasonable amount of time to select their vacations.
- (b) If management and the Union agree that a problem exists that will not allow reasonable time for each employee to make their selection then the problem will be resolved between the Company and the Union (Business Manager and Manager of the department or their representative) in an expedient manner.

**SECTION 11.4.1.** If a holiday occurs within a vacation period on an employee's otherwise scheduled tour of duty, the holiday shall not be counted as part of the vacation but an additional day off, with appropriate holiday pay allowance shall be granted. The additional day off, however, must be taken at a convenient time agreeable to the company and must be scheduled at the time the vacation selection is made. As an option, the employee may be granted with supervisory approval an extra day's pay at the regular straight-time rate.

**SECTION 11.5.** An employee who suffers illness disability prior to the start of vacation time off may exercise any of the following options:

- (a) The vacation time may be taken as an offset against the waiting period and period of full Benefit Payment under the Company's Disability Benefit Plan.
- (b) The scheduled vacation time may be vacated for reassignment within the same year.

**SECTION 11.5.1.** An employee who suffers illness disability during vacation time off shall be considered as being on vacation for the full week during which the disability occurs. Any remaining vacation time may be applied as an off set against the waiting period and full Disability Benefits under the Company's Disability Benefit Plan. Otherwise, the waiting period commences with the first day on which the employee would normally report back to work.

**SECTION 11.5.2.** In the application of Paragraphs 11.5. and 11.5.1. it is

the responsibility of the employee to notify his/her supervisor concerning dates of disability and any option selected. Such notification must be within a reasonable period after date of disability unless extenuating circumstances can be shown.

SECTION 11.6. For the purpose of determination of vacations, a Service, Engineering and Construction, Supply and Transportation (Formerly Plant) Department employee in one area, while working temporarily in another area, shall, for the purposes of this Section, be deemed to be an employee in the area in which he/she is regularly employed, and that any employee whose work may not be confined to one area only, shall for the purpose of this Section, be deemed to be an employee in the area in which he/she has his/her headquarters.

## ARTICLE 12

### SHORT TERM DISABILITY

SECTION 12.1. If an employee, after commencing work, becomes sick on the job during the first half of a day or tour and works at least one hour of that half day or tour, the employee shall be paid for the remaining portion of that half day or half tour, or who becomes sick on the job after commencing work for the second half of a day or tour and works at least one hour of that second half day or tour, the employee shall be paid for the remaining portion of that half day or half tour. The Company and the Union agree that claim for payment of this benefit contrary to its intent, shall constitute reason for appropriate disciplinary action.

SECTION 12.2. An employee who is excused from duty because of work-connected injury shall be paid for scheduled time lost for that tour.

SECTION 12.3. **Sickness and Accident Benefits. Regular employees shall be allowed disability payments at basic rates for scheduled work days absent from duty when incapacitated by illness or physical injury in accordance with the following schedule:**

<u>Accredited Service</u>	<u># Weeks Allowed</u>	<u>Payment Starts On:</u>
1 year, but Less than 5	4 Full 9 Half	4 <sup>th</sup> Consecutive Sch. Work Day Absent
5 yrs. But Less than 10	13 Full 13 Half	3 <sup>rd</sup> Consecutive Sch. Work Day Absent
10 yrs, but Less than 15	13 Full 39 Half	2 <sup>nd</sup> Consecutive Sch. Work Day Absent
15 yrs. But Less than 20	20 Full 32 Half	2 <sup>nd</sup> Consecutive Sch. Work Day Absent

20 years +

**26 Full  
26 Half**

**1<sup>st</sup> Consecutive Sch.  
Work Day Absent**

For regular employees with over one (1) year of accredited service, all days of the waiting period will be waived if the employee has **not been absent for personal illness and/or injury in the previous six (6) months** or; the employee is hospitalized on the first scheduled day of absence or; a surgical procedure in an outpatient surgical facility or hospital when the employee provides documentation of the surgical procedure performed.

**Section 12.4.** A second waiting period will not be required if a regular employee is again forced because of illness or injury to be absent from work within fourteen (14) calendar days following the end of the prior absence for which benefits were paid.

**Section 12.5.** An employee may elect with supervisory approval to offset scheduled lost time through sickness disability by using earned day-at-a-time vacation and/or personal holiday(s).

(Note: Employees with absence beyond three (3) consecutive scheduled work days must notify the GTE Short Term Disability Administrator immediately. Failure to do so may result in denial of Short Term Disability Benefits.)

**Section 12.6.** Absences must be authorized by the appropriate management representative and prior to authorization of absences exceeding three (3) consecutive scheduled days, the Company may require the employee to furnish a medical physician's report to support the illness or injury. Illness or physical injuries in excess of three (3) consecutive scheduled days not substantiated by a medical physician's report will be ineligible for Short Term Disability.

**Section 12.7.** Management will reserve the right to investigate any case of disability due to illness or injury, for which benefits are requested. The Company may require a second opinion from a physician other than the one in regular attendance at Company expense.

**Section 12.8.** Successive periods of Short Term Disability shall be subject to the waiting days outlined in Section 12.3 and shall be counted together as one period in computing the period during which an employee shall be entitled to benefits. Any absent sick reported time would interrupt the thirteen (13) week restoration period. Any sickness or injury occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as new sickness or injury and not part of any disability which preceded such period of thirteen (13) weeks.

**Section 12.9.** Employees shall not be entitled to receive Short Term Disability Benefits for time for which any other payments are paid them by



the Company.

**Section 12.10. No rights to benefits under this Article shall exist in the case of disability for work time lost for mental and/or emotional illness, drug addiction and/or alcoholism (with the exception of hospitalization and/or intensive out-patient therapy) unless the determination for disability is made by a licensed psychiatrist.**

The Accident Disability benefit schedule is as follows:

ACCREDITED SERVICE REQUIREMENTS	LEVEL OF BENEFITS*
6 Months or More	Make whole to after Tax net for 13 weeks 50% pay for 39 weeks

\*Less payments by law, such as Workers' Compensation.

(Refer to the Plan for Hourly Employees' Disability Benefits for the text of the Plan.)

## ARTICLE 13

### LEAVE OR EXCUSED ABSENCE

**SECTION 13.1. An informal leave of absence for a period not exceeding 30 calendar days may be granted at the discretion of Management. Formal leaves of absence of a duration in excess of 30 calendar days may be granted in accordance with Company rules and regulations. Application for leaves of absence shall be presented to Management on forms provided by the Company.**

**SECTION 13.1.1. Any employee remaining away from duty beyond the time specified in the leave, or any employee who shall accept employment other than with the Company during such leave, shall be subject to discharge.**

**SECTION 13.1.2. On one's return from any absence taken without making written application or receiving leave in accordance with the above stated requirements, the Company may waive such requirements in event it is satisfied that such leave was occasioned by an emergency or under such circumstances as made compliance with said requirements reasonably impossible.**

**SECTION 13.2. Regular employees required to serve on jury duty will be paid the straight-time rate for the scheduled time lost. Employees on jury duty, when temporarily excused from attendance in court, shall report for their regular duties**

during scheduled hours.

**SECTION 13.2.1.** An employee absent from his/her duties to appear in court as a witness, under subpoena, will be paid the straight rate for the scheduled time lost, providing his/her involvement does not bring discredit upon himself or the Company. Witnesses subpoenaed on behalf of the Union shall be granted time off, without pay.

**SECTION 13.3.** Regular employees shall be granted a maximum of 3 days paid time off for absence by reason of death in the immediate family. Paid time off shall be at the basic hourly rate for scheduled hours lost. The employee may select any 3 days between and including the day death occurs and **two days** following burial. For the purposes of this Article, "immediate family" shall include the father and mother, or equivalent thereof, spouse, children, sister, brother, father-in-law, mother-in-law, grandchildren, and grandparents of the employee and relatives who have regularly resided in the employees household and so resided at time of death. "Immediate family" shall also include the brother-in-law and sister-in-law, and great-grandparents of the employee provided however, that payment hereunder shall not exceed **2 days between and including the day death occurs and the day following burial.**

**SECTION 13.4.** The Company agrees upon fifteen (15) days prior notice, unless prevented by service requirements, to grant leaves of absence for Union business, other than joint meetings dealing with grievances, to such Union members as may from time to time be designated in writing to the Regional Director-Labor Relations or his/her designate by the President or Business Manager of the Union. The total of such leaves of absence shall not aggregate more than one hundred fifty (150) days in any contract year and no more than four (4) employees (no more than (2) in a department in a district), shall be granted leave of absence at any one time. Such leaves of absence shall not be for less than **one (1) working day.** The Company agrees that upon not less than fifteen (15) days' notice in writing to the Company, not more than one employee in each district shall be granted leaves of absence for one day in each month for Union business.

**SECTION 13.4.1.** Subject to the above, employees who are officers or executive board members of the Union will be given special consideration to requests for leave of absence for Union business. Such absence shall be granted unless it would seriously interfere with service requirements. Such periods of time off shall not exceed one month in any one instance.

**SECTION 13.5. WHEREAS** former Verizon/IBEW LOCAL 986 bargaining unit employees have become full-time employees of the IBEW or its local affiliates;

**WHEREAS** the treatment of such IBEW employees for VERIZON/GTE pension benefit credit varies both among former GTE/IBEW bargaining units and between IBEW and local affiliate employment; and

**WHEREAS other employers in Verizon's industry permit similarly situated employees greater pension benefits credit than does Verizon/GTE:**

**NOW THEREFORE VERIZON AND IBEW LOCAL 986 AGREE AS FOLLOWS:**

- 1. Any full time employee of a Verizon/GTE Company in an IBEW bargaining unit who becomes a full-time employee of either IBEW or a IBEW local affiliate (a "Verizon/GTE-Union employee") shall be entitled to be on leave of absence status from Verizon/GTE. While on such leave status, the Verizon/GTE-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.**
- 2. While on leave of absence status, a Verizon/GTE-Union employee shall accrue Accredited Service under the Verizon/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until either:**
  - a. The Verizon/GTE-Union employee ends his/her full time employment with the IBEW or a local affiliate; or**
  - b. The Verizon/GTE-Union employee retires from GTE or otherwise affirmatively relinquishes his/her leave of absence; or**
  - c. The aggregate length of all such leaves of absence equals fifteen (15) years.**
  - d. Effective January 1, 2003, the aggregate length of all such leaves of absence equals eighteen (18) years.**
  - e. Effective January 1, 2005, the aggregate length of all such leaves of absence equals twenty (20) years.**
- 3. In the event that any court of competent jurisdiction finds this Section 13.5 to be unlawful, it shall be null and void as of the date of its execution, but Verizon/GTE and the IBEW will immediately negotiate in good faith to provide the most equivalent lawful benefit for Verizon/GTE-union employees.**

**No more than one (1) such employee shall be granted leave of absence for full-time Union business.**

**Upon return on or before the expiration date from a leave of absence for Union activities, an employee shall be reengaged in his/her former job classification. If no vacancies exist in his/her former job classification, he/she shall be reengaged in a job of comparable compensation within the district.**

**An employee granted a leave for Union activities will be ineligible for wages or benefits from the Company during the period of the leave.**

**No physical or other examination shall be required as a requisite of reinstatement except when an obvious physical or mental condition exists which requires**

medical advice regarding job placement or fitness for work.

An employee who does not return to work as specified in his/her leave of absence or fails to meet the time limits as specified in the notification provisions shall be considered to have automatically terminated his/her employment effective from the date on which the initial leave of absence started.

**SECTION 13.6.** The Company agrees that any employee designated by the Union as a representative for the purpose of negotiating a Contract with the Company, which employee is unable to work his or her regularly scheduled work hours by reason of such Contract negotiations, shall not have such lost time counted against the employee in determining eligibility for vacation under Article 11 of this Contract, provided maximum notification is given by employees to their Supervisor.

**SECTION 13.6.1.** The Company agrees to pay the basic hourly rate for absence from assigned duties for four members on the Union Negotiating Committee on the day or days when in joint conference with management for the purpose of negotiating new contract provisions, changes, amendments, or modification to this Agreement. It is understood that the Union Negotiating Committee will not necessarily be limited to four members.

**SECTION 13.7.** In addition the Union shall have the right to call such witnesses and appoint such Union arbitrators as shall be required by future circumstances, and such witnesses and/or arbitrators shall be granted time off, without pay, as necessary in addition to the above.

**SECTION 13.8.** Such time off for Union business as provided in Sections 13.4, 13.6, 13.7 of this Article, shall not affect the employee's record of accredited service or vacation rights.

**SECTION 13.9.** Any employee who has an obligation to the Armed Forces for military training, shall upon application, be granted a leave of absence for the period of his/her military training or National Guard duty. Such employee shall not be required to take his/her vacation during this period or lose his/her record of accredited service.

**SECTION 13.10.** Any regular employee who is now in the military service of the United States or who enters the military service of the United States under the terms of the National Selective Service Act of 1948 or any extension thereof, shall be granted a leave of absence for the period of such military service, and his/her record of accredited service shall continue. Upon completion of the term of military service, such employee shall be entitled to reinstatement at the former or comparable job classification (unless circumstances have so changed as to make it impossible or unreasonable to do so) provided that such employee shall (a) present an honorable discharge or certificate of satisfactory service, (b) be qualified to perform the duties of their former or comparable job classification, and (c) make application for re-instatement within 90 days after discharge from

military service.

**SECTION 13.10.1.** Any regular employee who is granted a leave of absence to enter the military service of the United States and is re-employed under Section 13.10 hereof shall be entitled to vacation based on his/her accredited service with the Company. Such vacation to be granted in accordance with the provisions of Article 11, Section 11.1.

## **ARTICLE 14**

### **GROUP HEALTH INSURANCE BENEFITS**

**SECTION 14.1.** The Company makes available on a voluntary basis to all employees a Group Health Insurance Plan at Group Insurance rates, through authorized payroll deductions. The Company will contribute toward the total premium cost of the approved group health insurance plan at the rate 100% of the participating employee individual, employee plus one dependent, or family monthly premium. The Group Medical Plan will consist of the Plan or Plans operating within the Company's geographical operation areas, and as made available by the Company to its employees through authorized payroll deductions. The employee premium cost will be offset by Company contribution to the extent provided herein.

**SECTION 14.2.** Major improvements to the Company sponsored Medical Plan effective July 1, 2003 include:

**SECTION 14.2.1** Wherein there is a Lifetime Maximum of \$1,000,000, this maximum will increase to \$2,000,000.

**SECTION 14.2.2.** A hearing aid benefit will be added to the Company sponsored Medical Plan. This benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every 24 months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defects, illness, accidents and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.

**SECTION 14.2.3.** Eligible surviving spouses, dependents and registered domestic partners (RDP) of an active employee who participates in a Company sponsored Medical Plan, shall be provided with medical coverage at no charge for twenty-four (24) months following the death of the employee.

**SECTION 14.2.4.** Effective January 1, 2004 employees who elect

not to enroll themselves or their eligible dependents in the Company sponsored Medical Plan or a HMO will be eligible for an annual "opt out" credit of five hundred dollars (\$500). This credit will be given to the employee over twenty-six (26) pay periods on his/her bi-weekly paycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.

**SECTION 14.3.** The Company contribution for regular full-time employees and for those regular part-time employees hired prior to January 1, 1991 will be 100% toward the monthly premium costs for each eligible employee's individual, employee plus one dependent, or family membership. The Company contribution for regular part-time employees hired after January 1, 1991 will be 100% per month toward the premium for individual membership or 50% toward the premium for employee plus one dependent or family membership.

**SECTION 14.3.1.** Effective 7-1-2000, Regular employees will be eligible for Medical insurance coverage after ninety (90) days of employment or when the employee enrolls whichever is later.

**SECTION 14.3.2.** Enrollment in the Group Medical Plan will be in accordance with the usual and customary procedures of the carrier.

**SECTION 14.4.** Dental Insurance will be provided to employees and effective 7-1-2000, the enrollment will be an independent offering from the Group Medical Plan. Also effective 7-1-2000, regular employees will be eligible for dental insurance coverage after ninety (90) days of employment or when the employee enrolls whichever is later. Company contribution toward the dental premium cost is as follows:

<u>Coverage Type</u>	<u>Company Contribution</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
Single	100% of Premium	100%	100%
Employee plus 1	50% of Premium	75%	80%
Family	50% of Premium	75%	80%

**SECTION 14.5.** Improvements to the Company sponsored Dental Plan effective July 1, 2003 are as follows:

**SECTION 14.5.1.** Orthodontic Care: Increase per covered person lifetime maximum from \$1,000 to \$1,500.

**SECTION 14.5.2.** TMJ Care: Establish new per covered person lifetime maximum of \$500.

**SECTION 14.5.3.** Preventive General & Major Services: Increase per covered person annual maximum from \$1,000 to \$1,500.

**SECTION 14.5.4. The annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).**

**SECTION 14.6.** During the term of this Agreement, all regular employees may participate in the GTE Life Insurance Program in existence for bargaining unit employees. Effective July 1, 2000, the Company provided life insurance will be offered to regular employees after ninety (90) days of employment or whenever the employee enrolls whichever is later.

**SECTION 14.7.** The Company retains the right to determine the Insurance carrier (s).

## **ARTICLE 15**

### **FURNISHING OF TOOLS - WORK GLOVES**

**SECTION 15.1.** The Company will furnish, without cost to employees, all tools necessary for the performance of their duties.

**SECTION 15.2.** Employees who are furnished tools by the Company will be held responsible for their proper use and care and will be held accountable for all tools assigned to them.

- (a) Tools furnished to employees by the Company which become broken or worn through normal wear will be replaced by the Company without cost to the employee.
- (b) Tools furnished to employees by the Company which are lost or stolen will be replaced at the employee's expense except when loss results from causes beyond the employee's control including failure of the Company to provide a secure place for storage.
- (c) The Company may inspect tools at any time, and shall condemn from further use any tool which is found to be unsafe or unfit.

**SECTION 15.3.** Employees will continue to use their present required tools until such tools are, or become, worn out, or otherwise not usable, at which time the Company will furnish replacements.

**SECTION 15.4.** The Company will specify the quantity, kind, type and make of tools that are to be used in connection with each type of work.

**SECTION 15.5.** The Company will furnish, without cost to the employee, work gloves for outside plant forces, subject to the provisions, as are applicable to tools, of the preceding Sections 15.2, 15.3, and 15.4.

## ARTICLE 16

### CONCESSION TELEPHONE SERVICE

**SECTION 16.1.** Subject to any provisions of the Company's lawfully established tariffs, all regular employees with six or more months of accredited service are eligible for 50% concession rates for monthly recurring flat-rate local service network charges or USS basic local service and usage charges (local exchange and extended area service points), including touch calling charges and applicable state and federal excise taxes, but excluding access charges in connection with residence telephone service furnished to a regular employee of Verizon North Inc. Regular rates are charged for all toll message service, foreign exchange service, non-recurring charges, installation, repair, moves and changes, and all other services offered by the Company.

**SECTION 16.2.** Concession rates shall be applicable to telephone service at the employee's place of residence with listing in the employee's name.

**SECTION 16.3.** Employee concession rate service may be individual or party-line service as the employee may select. The Company, however, reserves the right of reassignment of individual line service to party-line service where regrading may be required in the interests of providing telephone service to other subscribers.

## ARTICLE 17

### PAYROLL DEDUCTION OF UNION DUES OR SERVICE FEES

**SECTION 17.1.** Upon request of a written authorization signed by a regular employee authorizing the Company to deduct Union dues or service fees from that employee's wages and remit the same to the Union. The Company shall, beginning with the first calendar month after receiving such written authorization and during the existence of this Contract, deduct Union dues or service fees from such employee's wages in the amount specified in the authorization and forward, monthly, the amount so deducted to the Union. There shall be no dues or service fees deductions made for any temporary, occasional or probationary employee. Such Union dues or service fees shall be deducted from each of the first two pay periods each month. The deductions shall be made in relatively equal amounts from each pay period and shall not exceed the total amount authorized. (This provisions supersedes the provision of Exhibit "C" which requires the deduction of dues from the first payroll period of each month.) Such deduction amounts shall be based upon the employee's wage rate in effect on the first day of the month in which the deductions are made.

- (a) Effective January 1, 1979, temporary employees of three (3) months or more may authorize payroll deduction as specified in this Section 17.1.
- (b) Effective January 1, 1985, probationary employees of three (3)



months or more may authorize payroll deduction as specified in this Section 17.1.

**SECTION 17.2.** Upon receipt of a written request addressed to the Company and signed by the employee, revoking that employee's authorization for deduction of Union dues or service fees, the Company will, beginning with the first calendar month after receiving such written authorization, discontinue said deduction.

**SECTION 17.3.** Such authorization for Union dues or service fees deduction shall be in the appropriate form of Exhibit "C" which is attached hereto and made a part hereof.

- (a) Union dues or service fees deductions shall be suspended during periods of leave-of-absence or layoff. When the employee is returned to the payroll in a regular status, deduction of Union dues or service fees shall be resumed automatically except in instances of military leave or exhausted recall rights.

**SECTION 17.4.** The Union agrees that the Company assumes no responsibility in connection with deduction of dues or service fees except that of forwarding monies deducted as set forth in this Article 17. The Union shall indemnify the Company and save the Company harmless from any and all claims against the Company by an employee or employees for amounts deducted and withheld from earnings as aforesaid.

## **UNION SECURITY**

**SECTION 17.5 Agency Shop.** Under Federal Labor Laws and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union. In consideration thereof, Agency Shop provisions will prevail during the term of this Agreement.

**SECTION 17.5.1.** The Union will be allowed a fair amount of time during the new hire orientation to present applicable Union issues. The hiring department is responsible for notifying the Union office not less than one week before the orientation session. Membership in the Union is not compulsory. Employees in job classifications included in the Bargaining Unit are free to accept or decline membership in the Union.

**SECTION 17.5.2.** Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership but may not, thereby, be relieved of Agency Shop requirements herein.

**SECTION 17.5.3.** Subject to the conditions set forth within this Article 17, probationary employees as defined in Article 2, Section 2.3.1 within ninety (90) days of hire shall, as a condition of employment and at their option, either: (1) apply for membership in the Union and, if accepted,

maintain membership in good standing thereafter during the term of this Agreement, or (2) alternatively arrange to pay to the Union a service fee equal in amount to the membership dues uniformly required for all members of the same class.

- (a) All regular and temporary employees as defined in Article 2 shall be subject to the Union Security provisions of this Section 17.5 as set forth above.

**SECTION 17.5.4.** For purposes of this Article 17, Section 17.5, the following definitions will apply:

- (a) **In Good Standing** - means that the employee pays, or tenders payment of initiation fee and periodic dues in amount and frequency regularly required by the Union as a condition of acquiring and retaining membership.
- (b) **Service Fee Employee** - means a covered employee who elects not to become a member of the Union, or who withdraws membership from the Union, and is required in lieu of membership to pay the representation fee.
- (c) **Proper Notice** – means that the employee will notify both the Company and the Union by registered mail return receipt requested. Notice to the Company will be directed to the Human Resources Department. Notice to the Union will be directed to the Local Union Business Manager.

**SECTION 17.5.5. Rights and Privileges.** Service Fee Employees are in no manner members of the Union and possess no membership rights, Privileges, or responsibilities that accrue to members of the Union.

**SECTION 17.5.6. General.** No Service Fee Employee shall be required to pay the representation fee during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.

**SECTION 17.5.7.** Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership in the Union. Any covered regular employee who is refused membership, or whose membership is involuntarily terminated by action of the Union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge from employment but, rather, shall take on the status of a Service Fee Employee.

**SECTION 17.5.8.** The Union agrees to indemnify the Company against any claims that may be made against the Company as a result of the Company's good faith application of this Article 17, Section 17.5.

**SECTION 17.6. Inter-Company Transfer – Employees transferring from another Verizon Company will have dues or service fee deduction starting with the first payroll period of the month at which such fees are normally deducted by the Company.**

**SECTION 17.6.1. Intra-Company Transfer - A non-represented employee assuming a job within the bargaining unit will have dues or service fee deduction starting with the first payroll period of the month at which such fees are normally deducted by the Company.**

## **ARTICLE 18**

### **CONFLICT WITH LAW**

**SECTION 18.1. If at any time any provision of this Agreement shall in any way not be in conformity with any law of the State of Ohio or Federal law or regulation, or any official interpretation of any such law or regulation, or any order or pronouncement of the President of the United States, such provision, to the extent of the non-conforming portion thereof, shall be of no force or effect during the time of such non-conformance.**

## **ARTICLE 19**

### **UNION OBLIGATIONS**

**SECTION 19.1. The Union agrees that neither the Union nor its members will intimidate or coerce employees, or solicit memberships or funds or engage in any other Union activity, whatsoever on Company premises to the extent that any such activity interferes with the proper and efficient performance by its employees of their duties.**

**SECTION 19.2. During the life of this Agreement, the Union will not cause a strike, nor will any employee or employees take a part in a strike, intentional slow down in rate of work, or any other interference or stoppage of the Company's work. Any employee who so violates this Section, or participates in its violation, shall be subject to immediate discharge.**

**SECTION 19.3. For the administration of this Contract the Union shall notify the Company of the names of its officers and their location, and in addition the name of the Union representatives in each of the Company's thirteen operating districts where it represents a majority of the employees covered by this Agreement.**

**SECTION 19.4. The employee in charge of each vehicle shall be responsible for notifying the appropriate supervisor in writing of any defect in the vehicle, any shortage of tools or supplies, or any unsafe tools or equipment assigned to the vehicle.**

**SECTION 19.5. Safety rules and regulations issued by the Company and State**

and Federal Governments for the health and safety of employees and the public shall be strictly adhered to by the employees. The Union and the Company shall cooperate in enforcing all such measures.

## **ARTICLE 20**

### **COMPANY OBLIGATIONS**

**SECTION 20.1.** The Company agrees not to conduct a lock-out or shut-down for an anti-Union purpose during the term of this Agreement.

**SECTION 20.2.** The Company agrees to furnish within thirty days after the signing of this Agreement, to the Financial Secretary and the Business Manager of the Union a current list of all of its employees included in the bargaining unit, and quarterly thereafter a list of additions and deletions.

**SECTION 20.3.** The Company shall furnish and maintain bulletin boards for the Union's exclusive use at suitable locations at all exchanges where there are employees of the Company eligible to belong to the bargaining unit. The maximum size of the bulletin boards shall be 15" x 18". The location of such bulletin board shall be determined by mutual agreement between the Union and the Company. The Union shall post material no place other than on these bulletin boards. The bulletin boards shall show no indication other than the name of the Union. The use of these bulletin boards shall be confined to the posting of notices and announcements by the Union which pertain to the following: (a) Notices of Union Meetings, (b) Notices and results of Union elections, (c) Notices of Union appointments, (d) Minutes of Joint Conferences, (e) Notices of Union recreational and social affairs, and (f) Safety posters or safety literature.

**SECTION 20.3.1.** Any material other than that covered in this Article shall be submitted to the Company for approval prior to posting. Such material shall not be posted unless it has been approved by the Company. If such material is posted on a bulletin board without the approval of the Company, such bulletin board shall be removed from service for the duration of this Agreement.

**SECTION 20.4.** Employment benefits not otherwise provided in this Agreement shall not be diminished during the duration of this Agreement except upon prior agreement with the Union. Such benefits include military service payment allowances, disability benefits, pension benefits, Group Life Insurance Plan and Group Medical Plan.

## **ARTICLE 21**

### **MUTUAL OBLIGATIONS**

**SECTION 21.1.** The Company and the Union recognize their individual responsibility as set forth in Section 19.5 of Article 19. In so doing, it is agreed that the Company and the Union have a mutual obligation to promote a pro-

safety atmosphere.

- (a) Both the Company and the Union will continually strive to educate the employees and pursue compliance regarding the use of safety equipment and safe work practices.
- (b) The Company Safety Administrator or designate and two Company employees so designated by the Union will meet quarterly for the purpose of discussing specific safety matters. It shall be the responsibility of the Company to set the time and place for such meetings. Regular scheduled work hours spent by the two (2) employees shall be compensated for at their basic hourly rates of pay.
- (c) With respect to Article 19, Section 19.5 of the Labor Agreement, Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree that the Company has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.

## ARTICLE 22

### DURATION OF AGREEMENT

**SECTION 22.1** This Agreement, together with Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto, constitutes the complete Contract between the Company and the Union, and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

**SECTION 22.2.** When duly executed by the Union and approved in writing by the International President of the Union, with copies so executed and delivered to the Company and the Union, this Agreement shall be binding upon the parties hereto, and each of them and their successors and assigns, from 12:01 A.M. **October 27, 2002 to October 22, 2005**, and shall continue in force from year to year thereafter until terminated by not less than a sixty-day written notice sent by either party hereto to the other party.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed in seven copies on the 20<sup>th</sup> day of February, 2003.

**VERIZON NORTH INC.  
(NORTH CENTRAL REGION)**

**BY: EDWARD J. WEISE  
Regional President-  
North/Central Region**

**BY: MARY J. DARLING  
Director  
Labor Relations**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 986**

**BY: FRED M. SABOL  
Business Manager**

**BY: CHRIS MOHR  
President**

## **EXHIBIT A**

### **WAGE SCHEDULE ADMINISTRATION**

**SECTION A.** Progression of increases within the wage schedule are to proceed according to "Interval To Increase". An employee is to be paid at least the start rate but not in excess of the maximum rate of the wage schedule for their job classification. An employee's wage rate within the wage schedule is not necessarily determined by total service with the Company.

**SECTION A.1.** "Interval To Increase" is the required months of service between progression wage increases.

**SECTION A.2.** Progression increases for employees who have been granted wage credit shall proceed in accord with the interval to increase, or the remainder thereof, as designated by the position of the wage rate on the wage schedule.

**SECTION A.2.1.** Part-time employees will achieve progression increases based on cumulative hours worked equivalent to the appropriate interval to increase.

**SECTION A.3.** In determining wage rate progression, excused absences not to exceed 30 calendar days a year (22 accumulative work days) and non-worked paid time shall be considered as time worked. Changes in rate of pay shall be effective on the first of each pay period. If the change would otherwise become effective during the first half of the pay period, it will be set forward, and if the change would otherwise become effective during the second half of the pay period, it will be deferred to the first day of the next pay period.

**SECTION B.** If an employee is changed to another job on a higher wage schedule, the employee's rate is to be adjusted to the rate on the higher wage schedule that is immediately above the employee's current rate. If an employee is displaced by reason of force reduction and subsequently returns to his/her previous classification within two (2) years or less the employee will be returned to the same position on the wage schedule previously held. Subsequent progression increases will proceed from the date of the previous progression increase.

**SECTION B.1.** Employees on incentive plans other than the Team Performance Award will receive a wage adjustment to the next higher rate on the higher wage schedule, which results in a minimum increase of no less than seventy-five (\$.75) per hour.

**SECTION B.2.** If an employee is changed to another job on a lower wage schedule, the employee's rate is to be adjusted to the rate on the lower wage schedule that is the same as or immediately below the

employee's current rate. Subsequent progression increases will proceed from the date of the previous progression increase.

**SECTION B.3.** If an employee is changed to another job on the same wage schedule, there will be no change in rate. Progression increases will proceed from the date of the previous progression increase.

**SECTION C.** Employees placed in-charge shall be paid \$.75 an hour as a differential for each hour served in that capacity.



## EXHIBIT B

Attached hereto and made a part hereof are wage progression schedules identified below:

Schedule	N-K	Retail Sales Consultant
Schedule	N-1	Custodian
Schedule	N-1GFD	Custodian-Grandfathered
Schedule	N-1A	Customer Services Clerk, General Laborer, <b>Reports and Records Clerk</b>
Schedule	N-5	Data Review Clerk, Dispatch Clerk, Groundworker, Order Clerk, Statistical Clerk, Steno-Clerk, Service Representative, Traffic Records Clerk, Clerk-Typist
Schedule	N-6	<b>Facility Provisioning Specialist</b> , Line and Cable Assigner, Mechanic's Helper, <b>Switch Provisioning Specialist</b>
Schedule	N-8	Collector Maintainer, Customer Inquiry Advocate, Customer Zone Technician III, <b>Equipment Installer Assistant</b> , General Utility Worker, <b>Network Assistant</b> , Public Access Sales Technician, Storeroom Attendant
Schedule	N-9	Lineworker, Storekeeper, Test Desk Operator, Truck Driver-Heavy
Schedule	N-10	Equipment Operator, Fleet Mechanic
Schedule	N-11	Construction Cable Splicer, Customer Zone Technician II, Facilities Locator-Assigner, Senior Lineworker
Schedule	N-12	Building Technician, Business Zone Technician, Customer Zone Technician I, Division COE Installer-Repairer, Vehicle Maintenance Technician
Schedule	N-13	Customer Engineer-Data Applications

Wages for Wage Schedule:

NK

Job Classification:

Retail Sales Consultant

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 7.64	\$ 7.95	\$ 8.27
6	\$ 8.11	\$ 8.44	\$ 8.77
12	\$ 8.60	\$ 8.94	\$ 9.30
18	\$ 9.13	\$ 9.50	\$ 9.88
24	\$ 9.69	\$10.08	\$10.48
30	\$10.29	\$10.70	\$11.12
36	\$10.93	\$11.37	\$11.82

Wages for Wage Schedule:

N1

Job Classification:

Custodian

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 6.34	\$ 6.60	\$ 6.86
6	\$ 6.44	\$ 6.70	\$ 6.96
12	\$ 6.62	\$ 6.89	\$ 7.17
18	\$ 6.76	\$ 7.03	\$ 7.31
24	\$ 6.97	\$ 7.25	\$ 7.54

Wages for Wage Schedule: N1GFD

Job Classification: Custodian – Grandfathered

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 6.34	\$ 6.60	\$ 6.86
6	\$ 6.44	\$ 6.70	\$ 6.96
12	\$ 6.62	\$ 6.89	\$ 7.17
18	\$ 6.76	\$ 7.03	\$ 7.31
24	\$ 6.97	\$ 7.25	\$ 7.54
30	\$ 9.88	\$10.28	\$10.69

Wages for Wage Schedule: N1A

Job Classification: Customer Services Clerk, General Laborer, Reports and Records Clerk

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 8.37	\$ 8.71	\$ 9.06
6	\$ 8.99	\$ 9.35	\$ 9.72
12	\$ 9.65	\$10.04	\$10.44
18	\$10.38	\$10.79	\$11.23
24	\$11.16	\$11.61	\$12.07
30	\$12.00	\$12.48	\$12.98
36	\$12.90	\$13.41	\$13.95
42	\$13.87	\$14.43	\$15.01

Wages for Wage Schedule: N5

Job Classification: Data Review Clerk, Dispatch Clerk,  
Groundworker, Order Clerk,  
Statistical Clerk, Steno-Clerk, Service  
Representative, Traffic Records Clerk,  
Clerk-Typist

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 7.66	\$ 7.97	\$ 8.29
6	\$ 8.38	\$ 8.72	\$ 9.07
12	\$ 9.14	\$ 9.51	\$ 9.89
18	\$10.00	\$10.40	\$10.82
24	\$10.94	\$11.38	\$11.83
30	\$11.92	\$12.40	\$12.89
36	\$13.03	\$13.55	\$14.09
42	\$14.24	\$14.81	\$15.40
48	\$15.56	\$16.18	\$16.83

Wages for Wage Schedule: N6

Job Classification: Facility Provisioning Specialist, Line and  
Cable Assigner, Mechanic's Helper,  
Switch Provisioning Specialist

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 8.68	\$ 9.03	\$ 9.39
6	\$ 9.21	\$ 9.58	\$ 9.97
12	\$ 9.81	\$10.20	\$10.61
18	\$10.43	\$10.85	\$11.28
24	\$11.11	\$11.55	\$12.01
30	\$11.80	\$12.28	\$12.77
36	\$12.60	\$13.11	\$13.63
42	\$13.44	\$13.97	\$14.53
48	\$14.31	\$14.88	\$15.48
54	\$15.28	\$15.89	\$16.52
60	\$16.29	\$16.94	\$17.62

**Wages for Wage Schedule: N8**

**Job Classification: Collector Maintainer, Customer Inquiry Advocate, Customer Zone Technician III, Equipment Installer Assistant, General Utility Worker, Network Assistant, Public Access Sales Technician, Storeroom Attendant**

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 9.34	\$ 9.71	\$10.10
6	\$ 9.81	\$10.20	\$10.61
12	\$10.56	\$10.98	\$11.42
18	\$11.68	\$12.15	\$12.63
24	\$12.69	\$13.20	\$13.73
30	\$13.67	\$14.21	\$14.78
36	\$14.68	\$15.27	\$15.88
42	\$15.69	\$16.32	\$16.97
48	\$16.79	\$17.46	\$18.16
54	\$17.56	\$18.26	\$18.99
60	\$18.02	\$18.74	\$19.49

**Wages for Wage Schedule: N9**

**Job Classification: Lineworker, Storekeeper, Test Desk Operator, Truck Driver-Heavy**

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 9.73	\$10.12	\$10.53
6	\$10.45	\$10.87	\$11.30
12	\$11.24	\$11.69	\$12.16
18	\$12.05	\$12.54	\$13.04
24	\$13.00	\$13.52	\$14.06
30	\$14.04	\$14.60	\$15.19
36	\$15.14	\$15.75	\$16.38
42	\$16.35	\$17.00	\$17.68
48	\$17.65	\$18.35	\$19.09
54	\$19.06	\$19.83	\$20.62
60	\$20.59	\$21.42	\$22.27

Wages for Wage Schedule: N10

Job Classification: Equipment Operator, Fleet Mechanic

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$ 9.87	\$10.26	\$10.67
6	\$10.67	\$11.10	\$11.54
12	\$11.55	\$12.02	\$12.50
18	\$12.48	\$12.98	\$13.50
24	\$13.49	\$14.03	\$14.59
30	\$14.58	\$15.16	\$15.77
36	\$15.76	\$16.39	\$17.04
42	\$17.02	\$17.71	\$18.41
48	\$18.42	\$19.16	\$19.92
54	\$19.90	\$20.69	\$21.52
60	\$21.51	\$22.37	\$23.26

Wages for Wage Schedule: N11

Job Classification: Construction Cable Splicer, Customer Zone Technician II, Facilities Locator-Assigner, Senior Lineworker

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$10.47	\$10.89	\$11.33
6	\$11.17	\$11.62	\$12.08
12	\$12.17	\$12.65	\$13.16
18	\$13.40	\$13.93	\$14.49
24	\$14.86	\$15.46	\$16.07
30	\$16.36	\$17.01	\$17.69
36	\$17.82	\$18.53	\$19.27
42	\$19.28	\$20.05	\$20.85
48	\$20.51	\$21.33	\$22.18
54	\$21.38	\$22.24	\$23.13
60	\$22.15	\$23.04	\$23.96

Wages for Wage Schedule: N12

Job Classification: Building Technician, Business Zone  
Technician, Customer Zone Technician I,  
Division COE Installer-Repairer, Vehicle  
Maintenance Technician

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$11.56	\$12.03	\$12.51
6	\$12.22	\$12.71	\$13.22
12	\$13.40	\$13.93	\$14.49
18	\$14.65	\$15.24	\$15.85
24	\$15.91	\$16.55	\$17.21
30	\$17.30	\$17.99	\$18.71
36	\$18.55	\$19.30	\$20.07
42	\$19.90	\$20.69	\$21.52
48	\$21.21	\$22.05	\$22.94
54	\$22.36	\$23.25	\$24.18
60	\$23.15	\$24.08	\$25.04

Wages for Wage Schedule: N13

Job Classification: Customer Engineer-Data Applications

<u>Schedule Interval</u>	<u>Effective 10/27/2002</u>	<u>Effective 10/26/2003</u>	<u>Effective 10/24/2004</u>
Start	\$14.52	\$15.10	\$15.70
6	\$15.74	\$16.36	\$17.02
12	\$17.05	\$17.73	\$18.44
18	\$18.51	\$19.25	\$20.02
24	\$21.11	\$21.96	\$22.83
30	\$21.91	\$22.79	\$23.70
36	\$23.87	\$24.82	\$25.82
42	\$26.02	\$27.06	\$28.14
48	\$28.39	\$29.53	\$30.71

**EXHIBIT "C"**  
**EFFECTIVE 12:01 A.M., OCTOBER 27, 2002**

Exchange	Last Name	
Given Name	Initial	Social Security No.

**DUES DEDUCTION AUTHORIZATION**

**To Verizon North Inc.:**

I hereby authorize and request **Verizon North Inc.**, hereinafter called the Company, to deduct from my pay, until such authorization is revoked in writing by me, commencing with the month following the receipt of this authorization by the Company, and remit to Local Union No. 986 of the International Brotherhood of Electrical Workers, A.F.L. - C.I.O., hereinafter called the Union, Union dues in the amount of \$ \_\_\_\_\_ per month, or in such other amount as may be provided for in the Constitution and By-Laws of the Union; provided, however, that such other amount shall not be deducted until after receipt by the Company from the Union of a certified copy of the Amendment authorizing such other amount.

Said monthly deductions shall be made from my pay for the first payroll period in each month, unless the amount of pay due me for such payroll period is not sufficient to provide for said deduction, in which event said deduction shall be made from my pay in any subsequent payroll period in which there is due me an amount of pay sufficient to provide for said deduction.

The amounts deducted as authorized herein shall be remitted to the Treasurer of Local Union No. 986 I.B.E.W. of the A.F.L. - C.I.O., and no receipt for the amounts so deducted will be given me by the Company, although the deduction will be itemized on the stub of my payroll check.

In the event I revoke this authorization, the Company will discontinue the payroll deduction of my Union dues in the month following that in which my revocation is received by the Company.

Date	Signed
------	--------



Approved for Identification by Both Parties Hereto

**VERIZON NORTH INC.**

By: Mary J. Darling  
Director – Labor Relations

Local Union No. 986 – I.B.E.W.

By: Chris S. Mohr  
President

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**ADOPTION ASSISTANCE**

- 1. Effective July 1, 2003, Verizon agrees to make available the opportunity for regular full or part-time employees of the Company who are covered by the Collective Bargaining Agreement to participate in the Adoption Assistance Plan which allows employees to claim reimbursement of expenses incurred on or after the effective date up to \$10,000 per adopted child in accordance with existing Plan provisions.**
- 2. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.**
- 3. This Memorandum of Agreement is effective upon ratification and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

## **ADOPTION ASSISTANCE PLAN**

- **Regular active status full and part-time employees are eligible for this benefit**
- **Available from the first day of active employment**
- **Adopted child must be:**
  - **Under 18 years of age**
  - **Over 18 years of age and physically or mentally incapable of caring for him/herself**
- **Includes adoption of a step child**
- **Reimbursement must be submitted within 90 days of adoption finalization**
- **Only expenses incurred during active service are eligible for reimbursement**
- **Covered expenses:**
  - **Legal fees and court costs**
  - **Temporary childcare expenses prior to placement**
  - **Necessary medical expenses for child being adopted**
  - **Private or public adoption agency fees**
  - **Medical expenses for biological mother**
  - **Adoption-related transportation/travel expenses**
- **Expenses not covered:**
  - **Expenses for the biological parents other than medical expenses related to the birth of child**
  - **Voluntary donations/contributions to the agency**
  - **Guardianship or custody expenses unrelated to adoption**
- **Maximum Expenses**
  - **\$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by Verizon)**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**COMMERCIAL DRIVER LICENSE (CDL)**

**This letter sets forth the understanding of the parties with respect to expenses associated with physical examinations and random drug tests required by the Department of Transportation, and the purchase of a Commercial Drivers License (CDL).**

**Verizon North Inc.-North Central Region agrees to the following:**

- 1. The Company will pay the cost of physical examinations including the drug screening test, required by DOT regulations when the examinations are conducted at Company selected facilities. If an employee chooses to have the physical examination at a facility not selected by the Company, the employee will bear the cost of the physical examination.**
- 2. The Company will pay the cost of random drug tests required by DOT regulations. The drug test will be conducted at Company selected facilities.**
- 3. The Company will reimburse employees in classifications that required a CDL the difference between the costs of a CDL and a Class D Drivers License.**

**GTE NORTH INCORPORATED  
(NORTHEAST REGION)**

**I.B.E.W. Local 986**

**MARY J. DARLING  
Regl Manager-Labor/Emp Relations**

**BENJAMIN F. RICE  
Business Manager**

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### COMPENSATED AVAILABILITY

In selected classifications and locations, where business needs exist, Compensated Availability will be established.

1. The election to participate in Compensated Availability will normally be voluntary on the part of the employee. However, where business needs exist, management may assign an employee(s) to Compensated Availability.
2. Compensated Availability may be utilized for after-hours call-outs involving critical or emergency services. Compensated Availability may also be offered to cover anticipated high activity levels. Employees on after-hours Compensated Availability shall be excused from normal overtime assignments. An employee who is unable to complete a regularly scheduled tour because the employee did not obtain sufficient rest the previous night due to working on "compensated availability" will not have such failure to complete a regularly scheduled tour held against them in any way.
3. Such "Compensated Availability" shall be rotated among those qualified employees in the selected classifications and locations by seniority with volunteers and if assigned the selection of the rotated assignments shall be by inverse seniority recognizing previous volunteer assignments in the rotation. This rotation shall begin and end with each calendar year. The Compensated Availability schedule shall be posted in the appropriate location and reporting center.
4. Compensation shall be **\$125.00** for a calendar week assignment (week assignments will include Saturday and Sunday of the same weekend). Single assignments shall be compensated at **\$15.00** per day and **\$25.00** per non-scheduled day.
5. Primary contact to the employee will be via the regular telephone switch network. In such areas where other technology may be available to supplement the contact (pagers, etc.) Such will be used at Company

discretion.

6. If work is performed, the employee shall receive the minimum compensation referenced in Article 6, Section 6.6, for each instance that they are called from home. In addition, the employee shall be paid overtime computed from the time the employee leaves home until returning home. The employee shall receive a minimum/maximum of one (1) hour pay at the overtime rate if the work performed is cleared remotely from the employee's home.
7. This practice does not supersede normal call-out procedures if additional employees are required to work.
8. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
9. When assigned "Compensated Availability" the employee may be granted permission where practical to take a Company vehicle home if not already participating in Home dispatch. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not available for personal use.
10. If "Compensated Availability" assignments conflict with the employees personal calendar, he or she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
11. It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums or overtime provisions.

This Memorandum of Agreement shall become effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Compensated Availability, shall also terminate on **October 22, 2005**. If the International Brotherhood of Electrical Workers believes that the assignment of Compensated Availability is being abused, the parties agree to meet and discuss the situation.

**Verizon North Inc.**  
**(North Central Region)**

**International Brotherhood of**  
**Electrical Workers, Local 986**

**Mary J. Darling**  
**Director**  
**Labor Relations**

**Fred M. Sabol**  
**Business Manager**  
**IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## CONTINGENT EMPLOYMENT

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 hereby agree that bargaining unit employees who have been laid off and are within their period of recall may be engaged for work assignments and specific projects on a contingent basis. Wherever practical and consistent with the needs of the business, contingent employees shall be employed for a designated period of time not to exceed twelve consecutive months with the following stipulations:**

- 1. Employees placed under this Agreement will have the word "Contingent" preceding their occupational title. For example, an employee who is placed in the occupational title of Customer Zone Technician II will, for record purposes, have a new occupational title of Contingent Customer Zone Technician II.**
- 2. A Contingent Employee will be treated as a regular employee for the time that he/she is reinstated. Upon completion of the work assignment, the Contingent Employee will be returned to layoff status. The use of Contingent employment will supersede the application of Article 9, Section 9.4 in its entirety.**
- 3. An employee reinstated on a Contingent basis will not be eligible for Per Diem under Article 7, Section 7.12. by virtue of this Contingent Employment Agreement. If a Contingent Employee is subsequently assigned to work temporarily at a location more than ten (10) miles from the "contingent" reporting center, per diem will apply.**
- 4. Offers of Contingent employment will be made to individuals eligible for recall. Offers for reinstatement to Contingent employment will be made in order of seniority to the extent the individuals are qualified to perform the work.**
- 5. The period for recall will be adjusted by any service accrued during Contingent reinstatement.**
- 6. Contingent employment during an individual's period of lay-off may be**

accepted or rejected without alteration of the meaning and intent of rights to recall from lay-off.

7. The Company shall notify the Union prior to initiation of Contingent employment to discuss the classification, number of employees, and other terms of employment.
8. Any bargaining unit employee reinstated to Contingent employment will have his/her membership status reinstated immediately and dues deduction made on the next payroll period.

This Memorandum of Agreement shall be effective **October 27, 2002** and shall remain in effect for the duration of the primary agreement unless terminated by not less than sixty day written notice by either party upon the other.

**GTE North Incorporated  
(Northeast Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Regional Manager  
Labor Relations**

**Ben F. Rice  
Business Manager  
IBEW Local 986**



# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## COPE DEDUCTION

The Company and the Union agree to establish deductions for COPE effective March 1, 1991 in accordance with the following:

1. The Company agrees to deduct and transmit to the treasurer of Local Union 986 I.B.E.W. the amount specified on the IBEW-COPE Deduction Authorization Card forms from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by Local Union 986 I.B.E.W. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. Said deductions shall be made from the second payroll period in each month.
2. Upon receipt of a written request addressed to the Company and signed by the employee, revoking that employee's authorization for deduction of IBEW-COPE, the Company will, beginning with the first calendar month after receiving such written authorization, discontinue said deduction.
3. Such authorization for IBEW-COPE deduction shall be in the appropriate form of Exhibit A which is attached hereto and made a part hereof.
  - a. IBEW-COPE deductions shall be suspended during periods of leave-of-absence, layoff, or for periods of insufficient earnings.
4. The Union agrees that the Company assumes no responsibility in connection with deduction of IBEW-COPE except that of forwarding monies deducted as set forth in this Memorandum of Agreement. The Union shall indemnify the Company and save harmless from any and all claims against the Company by an employee or employees for amounts deducted and withheld from earnings as aforesaid.

This Agreement shall become effective **October 27, 2002** and shall remain in effect through **October 22, 2005**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

**IBEW 986 – COPE**

**Check-Off Authorization**

I hereby authorize the **Verizon North Inc.** to deduct from the second payroll period each month the sum of \$\_\_\_\_\_ and to forward that amount to the International Brotherhood of Electrical Workers, Committee on Political Education. This authorization is signed voluntarily and not out of any fear of reprisal and on the understanding that IBEW-COPE is engaged in a joint fund-raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal and state elections, and that this voluntary authorization may be revoked at any time by notifying the Company and IBEW-COPE in writing of a desire to do so. Contributions or gifts to IBEW-COPE are not deductible as charitable contributions for federal income tax purposes.

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Name (Print) \_\_\_\_\_ IBEW Local No. 986

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## CUSTOMER ENGINEER-DATA APPLICATIONS

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to the provisions concerning the newly established classification of Customer Engineer-Data Applications set forth in this Memorandum of Agreement.**
2. **The attached position profile provides some information concerning the duties and qualifications of the classification. It is understood that this does not constitute an inclusive job description or indicate that the qualifications will not change over time.**
3. **The Customer Engineer-Data Applications classification will be placed on Wage Progression Schedule N13.**
4. **The Customer Engineer-Data Applications may be assigned to a specific customer service order or sales contract. Sales contracts could include customer requirements such as, but not limited to, specific qualifications, security clearances, drug testing and safety considerations. These assignments could also include accommodating customers who stipulate a particular Customer Engineer-Data Applications employee as a condition of their contract with Verizon North. Such accommodations may require call outs, overtime, travel, etc., without advance notice.**
5. **Customer Engineer-Data Applications shall work where assigned by the Company. Hours of work, overtime and premium pay, holiday travel, per diem payments and all other conditions of employment (i.e., vacations, benefits, etc.) will be in accordance with the provisions of the home Collective Bargaining Agreement except any provisions requiring the equalization of overtime will not apply to Customer Engineer-Data Applications.**
6. **Professional business attire, as determined by management, is required for Customer Engineer-Data Applications.**
7. **The parties agree that current employees who demonstrate the required**

job knowledge and aptitude through passing of the required testing will not be denied the position due to the lack of formal college degree.

This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### DAY-AT-A-TIME VACATION

Employees will be permitted to take two (2) weeks of their vacation on a one day-at-a-time basis with the following restrictions:

1. Employees must be eligible for two (2) weeks of vacation before vacation on a day-at-a-time basis may be taken.
2. Employees must elect to take one week of vacation on a one day-at-a-time basis at the time the vacation schedules are chosen. The second week of day-at-a-time vacation may be taken on a half (1/2) day or one (1) day-at-a-time basis at the time the vacation schedules are chosen.
3. Employees must notify and receive approval by their supervisor at least ten (10) working days prior to changing a day of vacation. The supervisor may waive this requirement.
4. A day of vacation shall not be scheduled in conjunction with a holiday. Also, the last workday preceding or the first day following a holiday will not be scheduled as a vacation day. The supervisor may waive this requirement.
5. In selection of day-at-a-time vacation, weeks vacation shall have precedence over day-at-a-time vacation selection.
6. Day-at-a-time vacation shall not be carried over to the next vacation year.
7. Day-at-a-time vacation shall be considered as time worked for purposes of computing the number of hours in excess of forty hours in any work week, for which overtime is paid.

This Memorandum of Agreement shall have the same effective date as the effective date set forth in the Primary Agreement between the parties and shall terminate on the termination date thereof.

**GTE North Incorporated  
(Northeast Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Regional Manager  
Labor Relations**

**Ben F. Rice  
Business Manager  
IBEW Local 986**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**DISPATCH CLERK DIFFERENTIAL**

A seventy-five cents (\$.75) per hour differential will apply to hours worked by a Dispatch Clerk during the time that the employee is: (1) designated by the supervisor to set up the dispatch pod each morning and/or (2) is designated as the lead dispatch clerk during the daily management conference calls and/or (3) is designated as the **back up** lead dispatch clerk taking direction from management through out the course of the working day. There shall be no pyramiding of differential rates.

This Memorandum of Agreement is effective **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also expire on **October 22, 2005**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

## MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986

### DOMESTIC PARTNER BENEFITS

1. Verizon North Inc. (North Central Region), ("the Company"), and International Brotherhood of Electrical Workers, Local 986, ("the Union"), agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Effective January 1, 2001, employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below. **Employees who have been (or will be) identified by the Company as employed in a property that is to be divested as part of Verizon's Network Services Repositioning program will be excluded from this offer.**
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
  - A. The employee and the domestic partner are same-sex, adult partners.
  - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
  - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
  - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
  - E. The employee and the domestic partner live together at the same permanent residence.
  - F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.



- G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
  - H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
- A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
  - B. The child is unmarried and either under the age of nineteen (19), or under the age of twenty-five (25), attending an accredited secondary school, college, university or nursing school, and are dependent on the domestic partner for care and support.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
- A. Medical
  - B. Dental
  - C. Health care continuation coverage
  - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
  - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
  - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
  - G. Group Universal Life
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the **relevant collective bargaining agreement**.
7. Employees are entitled to Family and Medical Leave for the care of a

seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.

8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
  - A. Event travel Expense (one guest accommodated)
  - B. Financial Counseling
  - C. Survivor Support
  - D. Dependent Scholarships (children of domestic partner only)
  - E. Adoption Assistance (employee must be adoptive parent)
  - F. Company Discounts (recipient is employee)
  - G. Childcare Discounts (recipient is employee)
  - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.
11. **This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## DRUG AND ALCOHOL POLICY

The following represents the understanding of the parties concerning the implementation of sections 7.3, 7.4, and 7.5 of the Company's Drug and Alcohol Policy (Practice 117-300-000).

1. The Company will require that the observations that result in the requirement for drug and/or alcohol screening will be documented in writing by the management employee(s) who makes the observations.
2. It is not the intent of the policy to require a drug/alcohol screen as a result of a performance problem(s), in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
3. The Company acknowledges that employees will have the right to union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.
4. At the time the specimen is collected, the employee will be provided the opportunity to have a split specimen. The 2nd specimen will be properly sealed and maintained as to be available for retest at the request of the employee and/or union.
5. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to request the second part of the original specimen to be released to a NIDA certified lab to be retested. The Company's responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. This request must be made by the Union or the employee within ten (10) work days from the date the original test result is provided to the employee. The employee will notify the Verizon Medical Review Officer

and the Regional Labor Relations Director of his/her intention to have a confirmatory retest. Upon request, the employee will arrange for the retest. The employee is responsible for all additional costs. The results of this retest will be forwarded to the Company as soon as the results are available for the Company's consideration.

If the second test is negative the Company will reimburse the employee for all costs of such test.

6. In the case of a "positive" test result, the employee shall be so advised by the Company's medical review officer or designee on a confidential basis, prior to the reporting of the results to the employer, and the employee shall have the right to discuss and explain the results, including the right to advise the employer's medical review officer or designee of any medication prescribed by his/her own physician, which may have affected the results of the test.
7. The Company agrees to delete the portion of the consent form that reads "I hereby release Verizon, its employees and any such designated institution or person from any liability resulting from the medical procedures outlined below".
8. The Company agrees to hold harmless and indemnify the Union against liabilities resulting from the implementation and administration of the Company's Drug and Alcohol Policy.
9. The Company agrees to provide information to employees concerning the Employee Assistance Program and/or availability of public and private drug counseling, rehabilitation and other drug and alcohol abuse treatment programs.
10. It is understood that a decision to discipline as a result of a positive test as determined by the GCMS method would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.
11. It is agreed that an employee who tests positive on the first occasion will not be terminated as a result of this first test, unless surrounding the incident that resulted in the requirement for the test there are other performance or behavior problems that warrant discharge.
12. The Company agrees that an employee will not be subject to unannounced testing beyond one year as a result of the post-treatment provisions of the Policy.
13. It is not the intent of the Policy to require drug or alcohol screening after an accident (in which no death occurs) as a result of behavior which can clearly be attributed to the accident alone.

**GTE NORTH INCORPORATED  
(NORTHEAST REGION)**

**I.B.E.W. Local 986**

**MARY J. DARLING  
Regl Manager-Labor/Emp Relations**

**BENJAMIN F. RICE  
Business Manager**

# MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)/GTE COMPANIES

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986

## EDUCATION AND LIFE-LONG LEARNING

**WHEREAS** the International Brotherhood of Electrical Workers (hereafter "IBEW" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter "Verizon North Inc. (North Central Region)/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

**NOW THEREFORE VERIZON NORTH INC. (NORTH CENTRAL REGION)/GTE COMPANIES AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 986 agree as follows:**

The Company and the Union agree to continue joint efforts (including the 100% tuition reimbursement and the 100% prepaid feature), which allow employees additional opportunities to learn and enhance their knowledge of the jobs being performed. On an "as needed" basis as determined jointly by the parties, a joint study team, consisting of management and union officials, will be created to explore opportunities for joint educational programs. Joint study teams will explore issues such as:

- The level of employee awareness of the Verizon Communications, Inc. tuition assistance program.
- The role of education assistance in the attraction and retention of bargaining unit employees.
- The design and coordination of communication vehicles, in conjunction with NACTEL, to encourage employee and prospective employee participation in the AAS degree in Telecommunications or other programs developed.
- The identification of certain non-degreed programs, which enhance or certify job knowledge.

**Any joint study team formed by the parties will report its findings and make**

**recommendations to the Joint Company/Union Steering Committee for review and final determination.**

**This Memorandum of Agreement shall become effective upon ratification and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)/  
GTE Companies**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**ENHANCED VACATION**

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree that eligible employees may carry forward into future years a limited number of weeks of vacation for each vacation year as set forth in this Memorandum of Agreement.**
2. **Employees eligible for four (4) weeks of vacation may carry forward up to one (1) vacation week for each vacation year; employees eligible for five (5) weeks of vacation may carry forward up to two (2) vacation weeks for each vacation year. Eligible employees may bank vacation time in increments of eight (8) hours.**
3. **Such carried forward vacation shall be subject to supervisory approval.**
4. **Future scheduling of such accumulated carried forward vacation time is subject to advanced written application and approval.**
5. **The Memorandum of Agreement is effective on **October 27, 2002**, and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **October 22, 2005**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing. Employees who have accumulated such carried forward vacation time will not lose such vacation time should this Memorandum of Agreement not be extended.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## **EQUIPMENT INSTALLER ASSISTANT**

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to the following:**

- 1. The title of Equipment Installer Assistant will be responsible for providing assistance to the central office based COE Installer-Repairer in the installation, operation, and maintenance of communications equipment such as digital and analog carrier and switching systems, microwave and associated equipment, trunking equipment, fiber optics systems, alarm systems, test equipment, etc. Also responsible for providing assistance in the repair of such equipment and systems.**
  
- 2. This title is intended to be an entry level developmental position for new direct hires or existing employees that wish to be "ready now" candidates for central office based COE Installer-Repairer positions within Central Office Equipment Installation. Employees in this title shall be awarded the respective higher classification automatically, should the time in the Equipment Installer Assistant title exceed a maximum of twenty-four (24) consecutive months of accredited service, and the employee has successfully completed all appropriate training, COE Installer-Repairer prerequisite testing, and performance requirements. Staffing of the Equipment Installer Assistant is intended for workforce augmentation and not as a substitute for COE Installer-Repairer replacement openings. An employee in the Equipment Installer Assistant title will be afforded no more than two (2) opportunities to successfully complete the prerequisite COE Installer-Repairer testing in order to be placed in the higher classification. Provisions for those employees that are unsuccessful in meeting expectations as outlined are detailed in item 4 of this document.**
  
- 3. Employees in the Equipment Installer Assistant title will be placed in Wage Schedule N8. Since this title is intended to be a developmental position, employees in the Equipment Installer**

**Assistant title may not bid on other job opportunities, unless they are subject to force adjustment. Upon successful completion of all training, testing, and performance requirements, and the passing of the required tests for the COE Installer-Repairer position, the employee will be awarded the position of central office based COE Installer-Repairer. The location will be determined by the Company with input from the employee, based upon availability and service requirements.**

- 4. If an employee in the Equipment Installer Assistant title is a direct hire and is unable to successfully meet expectations as outlined, the employee will be released from employment with the Company. Employees released as outlined in the forgoing will have no recourse through the grievance and or arbitration process as outlined in the Collective Bargaining Agreement.**
- 5. An existing employee who accepts the Equipment Installer Assistant title and is unsuccessful in meeting expectations as outlined, shall be returned to their previous position and reporting location, if available. Should the previous position not be available for any reason, the employee may be placed into any other vacancy for which he/she is qualified as determined by the Company. Being qualified includes successfully passing any requirement job test associated with the position. Should the employee be unsuccessful in obtaining a position, the employee will be released from the company.**
- 6. Equipment Installer Assistant positions will be filled according to the Job Application Procedures outlined in Article 8. Candidates for these positions will be required to pass appropriate testing for this position, as determined by Verizon.**

**This Agreement is effective October 27, 2002 and shall remain in effect up to and including October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to the provisions concerning Family and Medical Leaves of absence, as set forth in this Memorandum of Agreement.**
2. **The purpose of the leave shall be as follows:**
  - a. **For the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.**
  - b. **To care for a spouse, biological or adoptive parent, or person who has acted in role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a "serious health condition".**
  - c. **For a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, the Company may require an employee to provide a "fitness for duty" certification to return to work after such leave.**
3. **The total period of this leave will be up to twelve (12) work weeks within a twelve (12) month period. Any leave of absence provided for in the Collective Bargaining Agreement (CBA), whether paid or without pay, that is qualified under the Family Medical Leave Act, shall run concurrently with the Family and Medical Leave of Absence under the Family and Medical Leave Act of 1993 (FMLA).**
4. **Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.**

5. The FMLA excludes employees where there are less than fifty (50) employees within seventy-five (75) miles of the employee's work site. The Company will attempt to accommodate requests for FMLA leave for employees at remote locations, however, such requests may be denied based on business necessity.
6. Leave may be taken on an intermittent or reduced schedule basis for reasons specified in paragraphs 2.b and 2.c if determined to be "medically necessary" as defined in the Departments of Labor Regulations 29 CFR Part 825. It may not be taken intermittently or on a reduced schedule basis for reasons specified in paragraph 2.a unless approved by the Company.
7. If an employee is granted intermittent or reduced schedule leave, the Company may require such employee to transfer temporarily to an available alternative, equivalent position that better accommodates recurring periods of leave than the employee's regular position.
8. **The Company may elect to replace any employees on leave with temporary employees or contract workers for the duration of the leave without affecting or being affected by any provisions of the Collective Bargaining Agreement.**
9. Employees shall be required to present, to the satisfaction of the Company's Human Resources Services Department, documentation concerning the basis for the requested leave of absence. Failure to provide medical certification within 25 days of the request for leave may result in denial of leave.
10. Employees shall provide the Company with at least thirty (30) days advance notice of intent to take leave when foreseeable.
11. **In cases where both spouses are employed by the Company, and both spouses are eligible for FMLA leave, they will be permitted to take a total of 12 weeks of FMLA during the applicable 12-month period for any one qualifying circumstance. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one qualifying circumstance, the husband and wife would each be entitled to the difference between the amount he or she took individually and 12 weeks for FMLA leave for a different purpose.**
12. While on FMLA leave, eligible employees are entitled to maintain company-paid life insurance, medical and dental benefits to the extent provided to active employees.

13. Upon return to work, employees granted FMLA leave shall receive accredited service for the period of the leave. There is no break in service for purposes of vesting, eligibility to participate in pension plans and other types of benefits and seniority.
14. Subject to Item 15 below, at the end of the approved leave (or each segment of the leave, as applicable), employees shall be guaranteed reinstatement to the same or equivalent job.
15. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which cover adjustments to the workforce that may have occurred during the leave of affected employees.
16. Employees who wish to change their projected return date, may request the change, **In advance**, and the Company will endeavor to accommodate such requests.
17. Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
18. The provisions of this Memorandum of Agreement are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
19. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR 825.
20. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
21. This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**FLEX TIME**

Effective January 1, 1997, Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to the following provision regarding flexible work time.

When mutually agreed between supervisor and employee(s), the employee(s) may work a flexible work week schedule, without overtime until after 40 hours are worked. This would be without loss of any other applicable premium. The request for a flexible work schedule may be initiated by either party.

This Memorandum of Agreement shall continue in force year to calendar year unless terminated by either party with a thirty (30) day written notice served by either party.

GTE North Incorporated  
(NORTHEAST REGION)

I.B.E.W. Local 986

Mary J. Darling  
Regl Manager-Labor/Emp Relations

Ben F. Rice  
Business Manager

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**FLEXIBLE REIMBURSEMENT PLAN (FRP)**

1. **Verizon North Inc. (North Central Region) agrees to make available and to implement the Flexible Reimbursement Plan.**
2. **For a summary of details, refer to the booklet, Your Reimbursement Plan.**
  - a. **Effective July 1, 2000, enrollment under the FRP will begin ninety (90) days following the date of hire or the date when the employee enrolls, whichever is later.**
3. **The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursement shall be determined by and at the sole discretion of the Company.**
4. **This Memorandum of Agreement is effective on October 27, 2002, and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



LETTER OF UNDERSTANDING

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986

GRANDFATHERING OF MINERVA EMPLOYEES

In order to effect the integration of the ARTICLES OF AGREEMENT between VERIZON NORTH INC. (North Central Region) AND LOCAL UNION 986 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the Primary Agreement) and the ARTICLES OF AGREEMENT between VERIZON NORTH INC. (North Central Region) and LOCAL UNION 642 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the Minerva Agreement), VERIZON NORTH – NORTH CENTRAL REGION (hereinafter referred to as the Company) and LOCAL UNION 986 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the Union) have agreed to the following:

1. The Minerva Agreement will expire on November 20, 1993 and all employees covered thereunder will be recognized under the Primary Agreement upon its ratification.
2. The Company and the Union have specifically agreed that all current active employees recognized by the Minerva Agreement (as identified in Exhibit 1 which is attached hereto) will, at the time that a new Primary Agreement is ratified, be "grandfathered" under the specific following provisions of the Minerva Agreement, even though the Minerva Agreement in its entirety has expired and further that the grandfathered provision will augment the respective provision found in the Primary Agreement:

<u>GRANDFATHERED PROVISION</u>	<u>RESPECTIVE PROVISION OF PRIMARY AGREEMENT</u>
Article 4, Section 9.5 pp. 19-20	Article 6, Section 6.5
Article 4, Section 7.2 p. 14	Article 6, Section 6.2
Article 4, Section 9.6 p. 20	Article 6, Section 6.6
Article 4, Section 9.2 p. 18	Article 10, Section 10.1

Article 4, Section 9.2.1 p. 18	Article 10, Section 10.1
Article 4, Section 9.1.2 pp. 17-18	Article 10, Section 10.1
Article 4, Section 10.11 p. 25	No applicable provision
Article 4, Section 15.6.4 p. 36	Article 12, Section 12.3(c)

3. The Company and the Union have further agreed that the above referenced employees will remain "grandfathered" for purposes of the above cited provisions for as long as they continue to be located in and assigned to the Brewster, Carrollton, Minerva and Strasburg exchanges of the Minerva Operating District of the Company (Amsterdam, Bergholz, Harlem Springs, Knoxville, Mechanicstown, Richmond, Dellroy, East Rochester, Hanoverton, Malvern, North Georgetown, Paris and Winona). (Reference Article I, Section 1, Union Recognition, p.1, of the Minerva Agreement)

If a "grandfathered" employee is subsequently located in and assigned to an exchange outside of the Minerva Operating District, said grandfathering will cease to exist and all provisions of the Primary agreement will be applicable.

If a "grandfathered" employee is laid off and subsequently recalled during the recall period to a position in the Minerva Operating District, he/she will continue to be "grandfathered".

4. It is further understood and agreed upon by the Company and the Union that no employee other than those identified on Exhibit 1 will enjoy the grandfathering provisions of this Letter of Understanding even though he/she may be located in and assigned to the Brewster, Carrollton, Minerva and Strasburg Exchanges of the Minerva Operating District of the Company (Amsterdam, Bergholz, Harlem Springs, Knoxville, Mechanicstown, Richmond, Dellroy, East Rochester, Hanoverton, Malvern, North Georgetown, Paris and Winona). (Reference Article I, Section 1, Union Recognition, p.1, of the Minerva Agreement)
5. The Company and the Union agree that any alleged violation of this Letter of Understanding will be subject to the Grievance and Arbitration procedures outlined in the Primary Agreement.
6. The Company and the Union have specifically agreed that the terms and conditions set forth in this Letter of Understanding shall survive from year to year so long as a Collective Bargaining Agreement is in effect between the parties. It is further agreed that no additions, waivers, deletions, changes or amendments will be made to this Letter of Understanding unless by mutual consent of the parties in writing.

**GTE NORTH INCORPORATED  
(NORTHEAST REGION)**

**I.B.E.W. Local 986**

**MARY J. DARLING  
Regl Manager-Labor/Emp Relations**

**BENJAMIN F. RICE  
Business Manager**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## GRIEVANCE MEDIATION

The Company and Union agree to establish Grievance Mediation, for grievances relating to discipline and sickness disability benefits grievances as designated in Article 4.

1. Mediation will be requested within 15 working days following the notice of the Demand for Arbitration.
2. The Company and Union by mutual agreement may request the assistance of the Federal Mediation and Conciliation Services, prior to arbitration.
3. The parties will select a mediator and establish a mediation conference as expeditiously as possible for both parties.
4. The mediation conference will be held in a mutually agreed to location.
5. The mediation conference will normally be attended by the grievant, Business Manager and those people actually involved in the grievance process. Pay for the grievant shall be allowed for the attendance at the mediation conference if it is held during the employee's scheduled tour.
6. This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to Grievance Mediation shall terminate on **October 22, 2005**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**GTE HOURLY SAVINGS PLAN (HSP)**

1. **Verizon North Inc. (North Central Region) will make the GTE Hourly Savings Plan (HSP) available to regular full or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement.**
2. **The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or in part, any or all of the provisions of the HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, retired members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.**
3. **The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon the termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions, as the case may be, shall be nonforfeitable.**
4. **The HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer, if the HSP had then terminated.**
5. **The Company and the Union agree that every provision heretofore**

contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401(a) et. seq. of the Internal Revenue Code. In the event any revision in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
7. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.
8. This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the HSP, shall also terminate on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

**MEMORANDUM OF AGREEMENT**

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**HOME DISPATCH**

**VERIZON NORTH INC. (NORTH CENTRAL REGION) and the International Brotherhood of Electrical Workers, Local 986 agree that the Company may offer employees the opportunity to participate in the Home Dispatch Program subject to the following provisions:**

The Company will determine the individuals and/or work groups to which home dispatch will be offered.

The election to participate in the Home Dispatch Program will be voluntary on the part of the employee. The employee will commit to participation in the program for a specified time period, such period to be mutually agreed to by the employee and supervisor.

Company vehicles will be used only for business purposes. The employees paid time will start and end at the job site.

The employee will be responsible for maintaining his/her assigned vehicle in accordance with the Company's maintenance procedures during non-working hours at Company expense. Breakdowns or other vehicle problems occurring during working hours will be corrected during working hours.

The employee will be expected to exercise good judgement in the care, storing and use of the Company vehicle.

**This Agreement will become effective October 27, 2002 and shall remain in effect through October 22, 2005.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**HOURLY SAVINGS PLAN**

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to increase the company matching contribution to the Hourly Savings Plan (HSP). Effective, July 1, 2000, the Company matching contribution will increase from 50 cents to 66 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**

**Effective July 6, 2003, the Company matching contribution will increase from 66 cents to 75 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**

**Effective July 4, 2004, the Company matching contribution will increase from 75 cents to 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**

**This MOA is effective October 27, 2002, and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this MOA, including the HSP, shall also terminate on October 22, 2005 and shall not survive the expiration of this MOA unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



LETTER OF UNDERSTANDING

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986

INCLEMENT WEATHER

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986, agree to provide the following options to employees to replace wages lost when released due to inclement weather. (Article 7, Section 7.11.) Options shall include, but not be limited to, the following:

1. Day-at-a-time vacation or half day-at-a-time (at straight time pay)
2. Personal Day or half Personal Day (at straight time pay)
3. Flex time (overtime being paid after 40 hours) to make up for the lost time.

Any option utilized shall be paid at the basic wage rate. Options that result in more than 10 hours pay of the basic wage rate will be with the supervisor's approval.

GTE NORTH INCORPORATED  
(NORTHEAST REGION)

I.B.E.W. Local 986

MARY J. DARLING  
Regl Manager-Labor/Emp Relations

BENJAMIN F. RICE  
Business Manager

## MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986

### INCOME SECURITY PLAN (ISP)

1. Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 986 recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

When technological change brings about any of the following conditions, the Plan shall apply:

- A. A need to layoff and/or force realign employees in any job title.
  - B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.
2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
    - A. Accredited service of one year or more;
    - B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the

former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which 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 Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide ISP Termination pay benefits:
  - A. **ISP Termination Allowance of \$1,100**, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.
  - B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.

5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
6. Re-employed employees must complete one (1) full year of accredited

service with the Company before coming eligible again for termination benefits. In subsequent terminations to which this Agreement is applicable, the employee shall receive the difference between the termination benefits for which he or she is presently eligible and any benefits previously received.

7. All benefits payable under the Plan are subject to legally required deductions.
8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
10. This Agreement will be implemented prior to invoking the provisions of Article 9 (Force Adjustments) of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the grievance/arbitration procedure of the Collective Bargaining Agreement.
12. This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## **INCOME SECURITY PLAN (ISP) -- ENHANCED**

1. **Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 986 recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.**

**When technological change brings about any of the following conditions, the Plan shall apply:**

- A. **A need to layoff and/or force realign employees in any job title**
  - B. **Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.**
2. **During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:**
    - A. **Accredited service of one year or more;**

- B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.**

**However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.**

- 3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which 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 Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.**

- 4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:**

- A. ISP Termination Allowance of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.**
- B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.**

**The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.**

**The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.**

5. **The Company reserves the right to offer Enhanced ISP Termination pay benefits at its sole discretion. The Enhanced ISP Termination pay benefit will be in lieu of the regular ISP Termination Pay benefit described in Section 4 above and shall be equal to two times the applicable regular ISP Termination pay benefit. All other provisions of this MOA shall apply to Enhanced ISP payments.**
6. **Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.**
7. **Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. In subsequent terminations to which this Agreement is applicable, the employee shall receive the difference between the termination benefits for which he or she is presently eligible and any benefits previously received.**
8. **All benefits payable under the Plan are subject to legally required deductions.**
9. **Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.**
10. **An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.**
11. **This Agreement will be implemented prior to invoking the provisions of Article 9 (Force Adjustments) of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.**
12. **Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the grievance/arbitration procedure of the Collective Bargaining Agreement.**
13. **This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the**

**expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## LIVING BENEFIT RIDER (LBR)

1. **Verizon North Inc. (North Central Region) agrees to make available a Living Benefit Rider (LBR) to employees and their spouses who are presently enrolled in Group Universal Life (GUL) Insurance.**
2. **The Company and the Union recognize that long term care will continue to be the most likely catastrophic illness risk facing employees. As a result of these concerns and for these reasons, the LBR option to GUL is established to provide protection against the financial ravages of declining health.**
3. **The LBR provides a benefit equal to 2% of the face value of the policy (excluding any cash value amounts) per month for a period up to 25 months. In effect, the LBR can pay out a maximum of 50% of the face value of the policy (25 months X 2%). The maximum potential benefit is \$10,000 per month with a minimum potential monthly benefit of \$400.**
4. **Eligibility for the benefit shall be based on the following conditions:**
  - A. **Employees or spouses must be continuously unable to care for themselves in a minimum of three activities of daily living for at least six months. Activities of daily living are defined as eating, getting around, transferring, toileting, bathing, and dressing.**
  - B. **Employees or spouses must submit written medical evidence that shows the inability to perform the activities of daily living.**
  - C. **The condition causing the inability to care for oneself cannot be a condition for which the individual received medical care or treatment during the six months immediately before LBR coverage became effective (pre-existing condition clause).**
  - D. **GUL must remain in force.**
  - E. **The LBR is paid for a maximum of 25 months and permanently**

reduces any amount of life insurance proceeds by the total amount of the LBR paid.

5. No matter concerning the Living Benefit Rider or any differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
6. This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Living Benefit Rider, shall also terminate on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### LONG-TERM DISABILITY (LTD)

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company. Effective January 1, 1998 Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to establish a Long-Term Disability (LTD) Plan subject to the following provisions:

1. Regular full-time employees are eligible to participate in the LTD Plan, subject to the following requirements:
  - Completion of ninety (90) days of continuous employment (new hires).
  - Enrollment during the first ninety (90) days of employment (new hires).
  - Enrollment during the initial Company-designated enrollment period (incumbents with at least ninety (90) days of continuous service).
  - Enrollment during periods not mentioned **and/or when opting up or increasing the LTD benefit level** additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator.
  - The disability is not caused by: participation in an assault, crime, or illegal occupation, an intentionally self-inflicted injury, war or act of war.
  - The disability does not result from conditions that existed on the date LTD coverage began or does not result in an absence from work because of the pre-existing condition for **ninety (90) consecutive days**.
  - The contributions are continuously paid following enrollment.
2. The cost of the LTD Plan coverage will be paid by the employee. Contributions for coverage may change from time-to-time. Should this

occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.

3. The LTD Plan shall pay monthly benefits as follows: up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month or up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month. Monthly benefits shall be coordinated and reduced by any amount received by Workers' Compensation (or its equivalent) primary and dependent disability or retirement benefits from Social Security payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.

B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.

4. Benefits will be paid **provided the Plan is in force**, if eligible employees have been continuously and totally disabled under the care of a physician and absent from work for **twenty-six (26) weeks** or if the disability has resulted in **twenty-six (26) weeks** of absence during a period of **fifty-two (52) consecutive weeks** and the eligible employees have been under the care of physician.

-Monthly benefits will be paid for **twelve (12) months**, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential.

-Monthly benefits will be paid following this **twelve (12) month** period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform.

-If eligible employees become disabled prior to age **sixty (60)**, benefits will be paid up to their 65th birthday.

-If eligible employees become disabled on or after age **sixty (60)**, benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to Age</u>
60	65
61	66
62	67

63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72
71	72.5
72	73.5
73	74.5
74	75.5
75+	for 1 year

Disabilities as a result of a mental health disorder, alcoholism, or drug addiction, will generally result in monthly LTD benefits for no longer than 12 months.

5. *During the period LTD benefits are paid, eligible employees will continue to receive life, medical, and dental insurance coverage in accordance with the Collective Bargaining Agreement between Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986. Accredited service will be applied toward an eligible employee's pension calculations until the disability benefits end or the eligible employee retires, quits or dies.*
  
6. *The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.*
  
7. *This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-Term disability Plan, shall terminate on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.*

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### LUMP SUM PAYMENT OPTION

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to modify the Plan for Hourly Employees' Pension (hereinafter referred to as the Plan). Such modifications are conditional upon the approval from the appropriate Board of Directors and a favorable determination from the Internal Revenue service that the Plan is and continues to be qualified under Section 401(a) of the internal Revenue Code. Therefore, the effective date of January 1, 1994 for the following modification will be contingent upon the receipt of the necessary approvals.**
2. **Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.**
3. **The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operations and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.**
4. **This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the lump sum payment option, shall terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



## MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 986

### MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. **Effective July 1, 2003, Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986, agree to extend the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the Company Medical Plan.**
2. **A 90-day prescribed supply of medication will be provided at \$5.00 per generic prescription or \$15.00 per brand name prescription co-payment. This co-payment cannot be reimbursed through the Company Medical Plan and does not apply to deductibles or out-of-pocket maximums. Generic drugs will be provided when available and permissible by law.**
3. **Employees and dependents currently covered under the Company Medical Plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the Company Medical Plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in Health Maintenance Organizations (HMO's) and/or participants in a Point of Service (POS) Medical Plan.**
4. **MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.**
5. **The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this**

**Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.**

- 6. This Memorandum of Agreement is effective on December 21, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986

## NETWORK ASSISTANT

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to the following:

1. The title of Network Assistant will be responsible for providing assistance to the central office based CZT I switch technician in the installation, operation, and maintenance of communications equipment such as digital and analog carrier and switching systems, microwave and associated equipment, trunking equipment, fiber optics systems, alarm systems, test equipment, etc. This title is also responsible for providing assistance in the repair of such equipment and systems.
2. This title is intended to be an entry level developmental position for new direct hires or existing employees that wish to be "ready now" candidates for central office based CZT I technical positions within Network Operations. Employees in this title shall be awarded the respective higher classification automatically should the time in the Network Assistant title exceed a maximum of twenty-four (24) consecutive months of accredited service and the employee has successfully completed all appropriate training, CZT I prerequisite testing, and performance requirements. Staffing of the Network Assistant title is intended for workforce augmentation and not as a substitute for CO based CZT I replacement openings. An employee in the Network Assistant title will be afforded no more than two (2) opportunities to successfully complete the prerequisite CZT I testing in order to be placed in the higher classification. Provisions for those employees that are unsuccessful in meeting expectations as outlined are detailed in item 4 of this document.
3. Employees in the Network Assistant title will be placed in Wage Schedule N-8. Since this title is intended to be a developmental position, employees in the Network Assistant title may not bid on other job opportunities unless they are subject to force adjustment. Upon successful completion of all training, testing, and performance

requirements, and the passing of the required tests for the CZT I position, the employee will be awarded the position of central office based Customer Zone Technician I. The location will be determined by the Company, with input from the employee, based upon availability and service requirements.

4. If an employee in the Network Assistant title is a direct hire and is unable to successfully meet expectations as outlined, the employee will be released from employment with the Company. Employees released as outlined in the forgoing will have no recourse through the grievance and/or arbitration process as outlined in the Collective Bargaining Agreement.

An existing employee who accepts the Network Assistant title and is unsuccessful in meeting expectations as outlined shall be returned to his/her previous position and reporting location, if available. Should the previous position not be available for any reason, the employee may be placed into any other vacancy for which he/she is qualified as determined by the Company. Being qualified includes successfully passing any required job test associated with the position. Should the employee be unsuccessful in obtaining a position, the employee will be released from the Company.

5. Network Assistant positions will be filled according to the Job Application Procedures outlined in Article 8. Candidates for these positions will be required to pass appropriate testing for this position as determined by Verizon.
6. This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)/GTE COMPANIES**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986  
(IBEW)**

## NEUTRALITY AND CONSENT ELECTION

This agreement between **Verizon North Inc. (North Central Region)** and the International Brotherhood of Electrical Workers, Local 986, covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company, to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employment security and **Verizon's** business success.

The parties also recognize that the Union's goal of growing membership is *intrinsically linked to the successful growth of the business*. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding Neutrality and Consent election will be applicable to **Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics)**. This shall be the *exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) as defined by the National Labor Relations Act.*

### 1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the

parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by Verizon Labor Relations staff in conjunction with local management and designated Union representatives.

## 2. Neutrality

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-Union nor will the Union be anti-management.
- (b) Management will not advocate that employees should not vote for a Union to represent them.
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.
- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. **The parties' communications with employees will be shared with the other.** The parties' communications with employees will be in accordance with this agreement.
- (g) Neither party will hire consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

## 3. Rules

The procedures to be followed are listed below:

- (a) The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.
- (b) A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.
- (c) If the Union is not successful, another election will not be scheduled for twelve months.
- (d) The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.

#### 4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

#### 5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a Labor Union. Management's role during this process will include:

- (a) responding to individual employee inquiries;
- (b) explaining the organizing process, including obligations and responsibilities; and
- (c) Correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

In the alternative, the Company and the Union agree to use a process that is called "Consent Election". This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Union shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify **Verizon Labor Relations Staff** and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this agreement.
- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.



7. **Access Agreement**

As soon as reasonably practicable after a request by the IBEW for access, **Verizon** Labor Relations staff, in conjunction with local management and IBEW representatives, will meet to discuss the details related to reasonable access to the unit by the IBEW representatives. The Union will be allowed reasonable opportunities for access to **Verizon** facilities. It is the intent and commitment of **Verizon** and the IBEW that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of **Verizon** generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as prearranged meeting with an individual employee, will not be affected.

If **Verizon** and the IBEW are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. **Verizon** and the IBEW commit that they will reach such an access agreement in each instance in an expeditious manner.

8. **Dispute Resolution**

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local **Verizon** management and appropriate IBEW representatives. It is the intent and desire of **Verizon** and the IBEW that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter remains unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this agreement. Either **Verizon** or the IBEW can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.
- (c) If the question or dispute involves a matter related to access

(i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

If, after a good attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.

- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to TPN and a hearing shall be conducted consistent with the rules of the American Arbitration Association. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the NLRB and Appellate reviews of such Board decisions.
- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Verizon and IBEW believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

Verizon and the IBEW agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.

- (g) All expenses, resulting from the use of the TPN process, shall be split equally by Verizon and IBEW.

9. Acquisitions and Ventures

The parties recognize the rapidly changing nature and structure of the communications industry. Verizon may acquire (or be acquired by) another entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the IBEW, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this agreement.

10. Duration

This MOA shall be effective October 27, 2002, and shall remain in effect until October 22, 2005.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**ORDER CLERK DIFFERENTIAL**

**A seventy-five cents (\$.75) per hour Order Clerk differential will apply to hours worked by an employee during the time an employee is coordinating special service circuit orders. There shall be no pyramiding of differential rates.**

**This Memorandum of Agreement is effective upon ratification and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also expire on **October 22, 2005**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**PAYMENT OF ARBITRATOR**

The Company and the Union agree that the losing party shall pay all cost of the arbitrator. At the end of one (1) year either party may cancel this memorandum. The Company and the Union may mutually agree to extend this memorandum on an annual basis.

**GTE NORTH INCORPORATED  
(NORTHEAST REGION)**

**I.B.E.W. Local 986**

**MARY J. DARLING  
Regl Manager-Labor/Emp Relations**

**BENJAMIN F. RICE  
Business Manager**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## PENSIONS

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to modify the Plan for Hourly Employees' Pensions. Such modifications are subject to the Company's Board of Directors and the United States Department of the Treasury approvals and, therefore, the effective date of July 1, 2003 for the modifications will be contingent upon receipt of all necessary approvals.**

Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions to effect the following:

<u>Years of Accredited Service</u>	<u>Present Minimum</u>	<u>Effective July 1, 2003 Minimum</u>
15 but less than 20 years	\$ 4,700	\$ 4,900
20 but less than 25 years	\$ 6,100	\$ 6,300
25 but less than 30 years	\$ 7,500	\$ 7,800
30 but less than 35 years	\$ 8,900	\$ 9,300
35 but less than 40 years	\$10,300	\$10,700
40 or more years	\$11,700	\$12,200

This agreement shall become effective as of **October 27, 2002**, and shall remain in effect until midnight **October 22, 2005**, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure.

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### PENSION PLAN SURVIVOR BENEFITS

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to modify the Plan for Hourly Employees' Pensions. Such modifications will be effective July 1, 2003 and are subject to applicable law.**
2. **The existing pre-retirement survivor pension benefit provisions of the Pension Plan shall be amended to provide a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.**
3. **An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.**
4. **For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.**
5. **Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.**



6. **If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.**
7. **In addition, the Pension Plan shall be amended to allow an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.**
8. **This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## PERFORMANCE DIFFERENTIAL

1. **Effective January 1, 2003, Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 mutually agree that the Company may, at its sole discretion, establish and implement from time to time Performance Differentials for employees who have completed the probationary period and are at the top two (2) interval steps of their wage schedule.**
2. **It is agreed that an employee who is consistently meeting high performance standards may be granted a Performance Differential. The performance measurement criteria will be established on an annual basis. Each department (at the Director level) may develop and establish "stretch" performance standards/criteria for select job classifications and/or employee groups that must be met or exceeded in order for an employee to qualify for the Performance Differential. The criteria will be reviewed with the Local 986 Business Manager prior to implementation.**
3. **The amount of the hourly Performance Differential may vary by job classification and/or departments. This variance is necessary due to the varying levels of payback associated with incremental performance improvement in each job classification. All differential amounts must be reviewed with the Local 986 Business Manager.**
4. **It is also understood that the following parameters will apply to Performance Differentials:**
  - a. **The Performance Differential will be applied only to hours actually worked, including overtime hours actually worked, and will be included in the computation of any overtime compensation that may be due employees.**
  - b. **The performance criteria will be established once a year.**
  - c. **Employees who meet the performance criteria accumulative**

average for six (6) months will be paid the Performance Differential during the following six (6) months.

- d. To be eligible for the Performance Differential, the employee must have worked eight hundred forty (840) straight time hours during the six (6) month review period.
  - e. An employee whose differential is discontinued will be ineligible for the differential until the next six (6) month review.
  - f. An employee who has received a Merit Increase is not eligible for Performance Differential for the same time period.
  - g. In the event of a process suspension, employees currently receiving a Performance Differential will continue for an additional ninety (90) days from the effective suspension of the agreement, or to the end of period for which their current differential applies, whichever comes first.
  - h. The payment of an employee's earned Performance Differential shall end on the employee's last day paid.
5. If an employee met the criteria unethically, such employee's Performance Differential will be immediately stopped.
6. The provisions of the Performance Differential Memorandum of Agreement shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.
7. This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005 unless mutually agreed to by both parties in writing to terminate. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the provisions of Performance Differentials, shall terminate on October 22, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**PERSONAL LINES OF INSURANCE**

1. **Effective July 1, 2000, Verizon North Inc. (North Central Region) agrees to make available, without endorsement, the opportunity for regular full or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.**
2. **Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any differences arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.**
3. **The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.**
4. **This Memorandum of Agreement is effective **October 27, 2002**, and shall expire on **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on **October 22, 2005**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**Mary J. Darling  
Director  
Labor Relations**

**International Brotherhood of  
Electrical Workers, Local 986**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

## MetPay Program

The MetPay program is provided by Metropolitan Property and Casualty Insurance Company and affiliates, Warwick, Rhode Island, a subsidiary of Metropolitan Life Insurance Company.

The MetPay program is a voluntary program which allows employees to purchase Automobile Insurance, Homeowner Insurance, Renter's Insurance, Excess Personal Liability, and other personal property insurance through payroll deduction.

The MetPay program offers group discounts to **Verizon** employees. The amount of the discount is governed by the state insurance regulations. Therefore, the discount varies by state.

The program is administered by Metropolitan Property and Casualty. **Verizon** will deduct the premiums from the employee's paycheck as directed by Metropolitan.

All administrative questions, claims, and questions should be directed to Metropolitan at 1-800-GET MET1 (438-6381) or [www.met.pay.com](http://www.met.pay.com).

The employees can also contact Metropolitan by calling the **Verizon** Benefits Center at 1-800-GTE-BENS (483-2367). The call will be transferred to a Metropolitan Representative. The **Verizon** Benefits Center can not answer any questions regarding the MetPay program.

The program is portable. Employees retiring from **Verizon** under the terms of the **Verizon** pension plans will retain the group discounts they had as an employee. Employees who terminate will retain the group discounts they had as an employee until the renewal date for the policy. On the renewal date, the premiums will be recalculated using Metropolitan's retail customer rates.

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### POINT OF SERVICE MEDICAL PLAN (POS)

1. Effective July 1, 1997, Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to implement the Point of Service Medical Plan (the Plan) set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Point of Service Medical Plan.
3. Some of the major provisions include:
  - A. Where feasible, a network of managed care providers will be established to provide benefits as outlined in "In-Network HMO".
  - B. Employees who reside or work in a Network Area and opt to use non-network providers, will receive benefits as outlined in "Out-of-Network" benefits.
  - C. Employees who reside or work outside any and all "Network Areas" will receive benefits as outlined in "Out-of-Area" (PPO) benefits, unless they opt to utilize services in an established "Network Area".
  - D. First dollar deductible on all Point of Service Medical Plan benefits, where applicable.
  - E. Maintenance of Benefits will be permitted to the level of benefits provided in the Point of Service Medical Plan where applicable.
  - F. Mental Health and Substance Abuse Benefits as outlined in the Point of Service Medical Plan.
  - G. Coverage under the Plan begins ninety (90) days following the

date of hire or date which the employee enrolls whichever is later.

4. The Point of Service Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Point of Service Medical Plan or any difference arising thereunder shall be subject to the Grievance-Arbitration Procedure of the Collective Bargaining Agreement. The selection of the Health Care Plan Administrator, the administration of the Point of Service Medical Plan and all the terms, conditions, interpretation, administration or benefits payable shall be determined by and at the sole discretion of the Company.
5. This Memorandum of Agreement is effective on **December 21, 2002** and shall expire **October 22, 2005**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, including the Point of Service Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**Verizon North Inc.**  
**(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling**  
**Director**  
**Labor Relations**

**Fred M. Sabol**  
**Business Manager**  
**IBEW Local 986**

**GTE / INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS POS / PPO MEDICAL PLANS**  
**SUMMARY – POINT OF SERVICE MEDICAL PLAN**

	Point-of-Service HMO		
	<u>In-Network</u>	<u>Out-of-Network</u>	<u>Out-of-Area PPO</u>
<b>ANNUAL DEDUCTIBLE</b>	No Deductible	\$295 per individual \$590 per individual + 1 \$885 per family	\$150 per individual \$300 per individual + 1 \$450 per family
<b>PER PERSON – ANNUAL OUT OF POCKET</b>	No maximum limit	\$1,750 per individual \$3,500 per individual + 1 \$5,250 per family	\$1,500 per individual \$3,000 per individual + 1 \$4,500 per family
<b>MAXIMUM BENEFIT</b>			
Per Person – Annual	No maximum limit	No maximum limit	No maximum limit
Per Person – Lifetime	No maximum limit	\$2,000,000	\$2,000,000
<b>INPATIENT HOSPITAL</b>			
Hospital Days, as preauthorized	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Diagnostics, e.g. Lab, X-ray, etc.	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Drugs, Medications and Radiotherapy	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Intensive and Coronary Care Units	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Medical Services	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Necessary Specialist Care/Consultations	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Operating and Recovery Rooms	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Anesthesia	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Special Duty Nursing	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
<b>SURGERY – Medically Necessary</b>			
<b>Procedures</b>			
Physician's Office	\$15 co-pay	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Inpatient Hospital	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Outpatient Hospital	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
<b>PHYSICIAN'S OFFICE</b>			
Doctor's Visits	\$15 co-pay	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Illness or Injury Visits to PCP	\$15 co-pay	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Consult/Treatment by a Specialist Physician	\$15 co-pay	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Lab, X-Ray and Other Diagnostic Procedures	No charge	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Allergy Testing	\$15 co-pay	70% R&C after deductible	80% R&C after ded.;70% Non PPO
Allergy Injections and Serum	\$15 co-pay	70% R&C after deductible	80% R&C after ded.;70% Non PPO



## PREVENTIVE CARE SERVICES

	Point-of-Service HMO		
	In-Network	Out-of-Network	Out-of-Area PPO
Routine Immunizations	\$15 co-pay	Not covered	80% R&C after ded.; 70% Non PPO
Well-Baby Care Examination	\$15 co-pay	70% R&C after deductible	80% R&C after ded.; 70% Non PPO
Annual Well-Woman Examination	\$15 co-pay	Not covered	(No ded) 80% R&C after ded.; 70% Non PPO
Annual Physical Exam	\$15 co-pay	Not covered	Not covered

## MATERNITY CARE

### - Physicians Office

Prenatal and Postnatal Visits

Covered in full after 1<sup>st</sup> \$15 co-pay

70% R&C after deductible

80% R&C after ded.; 70% Non PPO

Physician's Care to the Mother

\$15 per visit

70% R&C after deductible

80% R&C after ded.; 70% Non PPO

### - Inpatient Hospital

Mother's Delivery Services

No charge

70% R&C after deductible

80% R&C after ded.; 70% Non PPO

Newborn Nursery Services

No charge

70% R&C after deductible

80% R&C after ded.; 70% Non PPO

Physician's Care to Newborn

No charge

70% R&C after deductible

80% R&C after ded.; 70% Non PPO

## EMERGENCY & URGENT CARE *(Accident or Sudden Serious Illness or Injury)*

Required Advanced Authorization  
Hospital Emergency Room Services

Contact PCP within 24 hours  
\$50 co-pay (waived if admitted to hospital)

Contact PCP within 24 hours  
70% R&C after deductible

Contact PCP within 24 hours  
80% R&C after ded.; 70% Non PPO

Urgent Care Centers  
Physician's Office (normal hours)  
Physician's Office (after hours)

\$25 co-pay  
\$15 co-pay  
\$15 co-pay

70% R&C after deductible  
70% R&C after deductible  
70% R&C after deductible

80% R&C after ded.; 70% Non PPO  
80% R&C after ded.; 70% Non PPO  
80% R&C after ded.; 70% Non PPO

## SKILLED NURSING CARE

Covered in full; no limit

70% R&C after deductible

80% R&C after ded.; 70% Non PPO

## HOME HEALTH CARE

Home Health Care Services  
Home Physician Visits

\$15 co-pay  
\$15 co-pay

70% R&C after deductible  
70% R&C after deductible

80% R&C after ded.; 70% Non PPO  
80% R&C after ded.; 70% Non PPO

## HOSPICE CARE

### AMBULANCE SERVICE

No charge  
No charge

70% R&C after deductible  
70% R&C after deductible

80% R&C after ded.; 70% Non PPO  
80% R&C after ded.; 70% Non PPO

## TRANSPLANT COVERAGE *(When med necessary & plan approved)*

No charge

Not covered

Not covered

## NON-FAMILIAL ORGAN DONOR COSTS *(Review for medical appropriateness)*

No charge

Not covered

Not covered

**Point-of-Service HMO**

	<u>In-Network</u>	<u>Out-of-Network</u>	<u>Out-of-Area PPO</u>
<b>PHYSICAL THERAPY</b>	\$15 co-pay; limited to 60 visits combined	70% R&C after deductible (limited to 60 visits)	80% R&C after ded.; 70% Non PPO (limited to 60 visit)
<b>PRESCRIPTION DRUGS</b>			
Mail Order Service: 90 day supply	\$7 co-pay; + difference for brand	\$7 co-pay; + difference for brand	80% R&C after ded; 70% Non PPO
Local Pharmacy Network: 30 day supply	\$7 co-pay; + difference for brand	\$7 co-pay; + difference for brand	80% R&C after ded; 70% Non PPO
Insulin & Syringes	\$7 co-pay; + difference for brand	\$7 co-pay; + difference for brand	80% R&C after ded; 70% Non PPO
Birth Control	\$7 co-pay; + difference for brand	\$7 co-pay; + difference for brand	80% R&C after ded; 70% Non PPO
<b>VOLUNTARY STERILIZATION</b>	No charge	70% R&C after deductible	80% R&C after ded; 70% Non PPO
<b>ARTIFICIAL INSEMINATION</b>	50% co-pay; no limit	Not covered	80% R&C after ded; 70% Non PPO
<b>IN-VITRO FERTILIZATION</b>	50% co-pay; no limit	Not covered	80% R&C after ded; 70% Non PPO
<b>DURABLE MEDICAL EQUIPMENT</b> <i>(As determined to be medically necessary, examples include Hospital Beds, Wheel Chairs, Prosthetic Devices)</i>	No charge	70% R&C after deductible	80% R&C after ded.; 70% Non PPO
<b>CHIROPRACTOR SERVICES</b>	\$15 co-pay; limited to 12 visits combined	70% R&C after ded; limited to \$10,000/yr	80% R&C after ded.; 70% Non PPO
<b>MENTAL HEALTH/and SUBSTANCE ABUSE CARE</b>			
Inpatient Hospital	Covered in full; limited 30 days combined	Not covered	<b>45 days per calendar year - \$100% \$0 Outside VZ Standard MH/SA Network</b>
			<b>Partial hospitalization – 100% Up to 90 days per year for intensive outpatient therapy (2 days intensive outpatient in lieu of 1 day inpatient care) \$0 Outside VZ Standard MH/SA Network</b>
Outpatient	\$15 co-pay; limited to 50 visits combined.	70% R&C after ded; limited to 50 visits.	<b>100% after \$15 co-payment per visit Up to 50 visits per calendar year - \$0 Outside VZ Standard MH/SA Network</b>

	<u>In-Network</u>	<u>Out of Network</u>	<u>Out-of-Area PPO</u>
Outpatient (Cont'd.)			
<b>Supplemental Benefit</b>			<b>Annual maximums outlined above are exceeded 50% of covered charges up to lifetime Medical Plan maximum of \$2,000,000 - \$0 Outside VZ Standard MH/SA Network</b>
<b>Note:</b> Employees must call Managed Health Network (MHN) at 1-800-777-7991 prior to routine care and within 48 hours of emergency care.			
Substance Abuse Programs	Two Inpatient or Outpatient substance abuse programs per lifetime per covered person	Not covered	See Above
<b>DENTAL CARE</b>	<i>No dental coverage under medical plan</i>	<i>No dental coverage under medical plan</i>	<i>No dental coverage under medical plan</i>
<b>DEFINITION OF DEPENDENTS</b>	Same	Same	Same
<ul style="list-style-type: none"> <li>• Spouse</li> <li>• <i>Dependent children until they marry or reach age 19; or age 25 if they are full-time students at an accredited secondary school, college, university or nursing school and the child is unmarried &amp; dependent on the employee for care &amp; support. Full-time student coverage is to be to age 25 or for six months after leaving school, whichever is earlier.</i></li> <li>• <i>Dependent children beyond age 25 who have a physical or mental condition that prevents them from working.</i></li> </ul>			

# MEMORANDUM OF AGREEMENT

between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## **PRESCRIPTION IDENTIFICATION CARD (PIC)**

- 1. Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986, agree to offer the Prescription Identification Card, effective July 1, 2003, for employees and their eligible dependents enrolled in the Company Medical Plan.**
- 2. Once employees (who are covered under the Company Medical Plan) retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMO's) and Point of Service (POS) plans.**
- 3. Effective July 1, 2003, eligible employees may purchase prescription medications from participating network pharmacies at a Verizon discounted rate. Employees will be responsible for the twenty (20) percent (%) co-payment required by the Comprehensive Medical Plan.**
- 4. Effective January 1, 2004, eligible employees may purchase prescription medications from participating network pharmacies at a Verizon discounted rate. Employees who use participating network pharmacies will have an annual \$25.00 deductible and a twenty (20) percent (%) co-payment.**
- 5. Effective January 1, 2004, eligible employees purchasing prescription medications from non-network pharmacies will have an annual \$75.00 deductible and a twenty (20) percent (%) co-payment.**
- 6. The deductible and co-payment do not apply to the deductible or out-of-pocket maximums of the Comprehensive Medical Plan. The out-of-pocket maximum for PIC is \$300 per person.**
- 7. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating**

thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

8. **The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.**
9. **This Memorandum of Agreement is effective on December 21, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**PROCEDURE TO ADJUST AMOUNT OF UNION  
DUES / SERVICE FEES**

This Memorandum of Agreement covers the procedures to adjust amount of Union Dues/Service Fees to be deducted based on the Dues Schedule as set forth in the By-Laws of the Union as certified to the Company by the Union. Subject to and supplemental to Article 17, Payroll Deduction of Union Dues or Service Fees, of our current Labor Agreement effective November 29, 1987, it is agreed:

1. New Dues Deduction/Service Fee Authorization submitted by a covered employee in accordance with provisions of our current Labor Agreement shall include the stated amount to be deducted as based on the Dues Schedule.
2. Subsequent change in amount of dues/service fees deducted, as based on the Dues Schedule, will be effected as the result of each general wage adjustment.
3. The Company will not be required to deduct Union Dues/Service Fees by any other method, and/or procedure except by mutual consent in writing of the parties hereto.

**GTE NORTH INCORPORATED  
(NORTHEAST REGION)**

**I.B.E.W. Local 986**

**MARY J. DARLING  
Regl Manager-Labor/Emp Relations**

**BENJAMIN F. RICE  
Business Manager**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**PUBLIC COMMUNICATIONS INCENTIVE  
COMPENSATION PLAN**

**Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 986 agree to implement the Public Communications Incentive Compensation Plan set forth in this Memorandum of Agreement.**

**For a summary of details refer to the attachment entitled Public Communications Incentive Compensation Plan. The implementation date of this plan will be upon ratification.**

**This Memorandum of Agreement is effective upon ratification and shall expire on *October 22, 2005*. The parties specifically agree that all terms and conditions set forth in this Memorandum of Agreement shall also expire on *October 22, 2005*, and shall not survive the expiration of this Memorandum of Agreement, including the Public Communications Incentive Compensation Plan, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

# PUBLIC COMMUNICATIONS INCENTIVE COMPENSATION PLAN

## I. OVERVIEW

The Public Communications Incentive Compensation Plan (herein after referred to as the Plan) described below has been developed as the standard Incentive Compensation Plan for Verizon North Inc.-North Central Region Public Communications. It is designed to maximize revenue attainment, improve quality and increase sales efficiency and productivity.

## II. PLAN OBJECTIVES

- A. Increase sales of products and services.
- B. Increase Public Communications quality results to the small business market.
- C. Reward and provide an incentive to employees performing at expected levels of performance.
- D. Increase total compensation above current levels for those employees performing above target.

## III. ELIGIBILITY

The Plan is designed solely for Public Access Sales Technicians within the Public Communications Sales Organization.

## IV. INCENTIVE COMPENSATION STRUCTURE

The Compensation Plan is a combination base wage plus commission, with commissions paid on quarterly objective results.

### Commission Payout

#### Public Access Representative

Compensation will be based on the achievement of team plan objectives.

Example: Revenue on products/service  
– quality results

Note: Weighting for the objective is  
Determined by management



A. Minimum Objective Attainment Qualifier

Compensation payouts may be limited where management established a need for a minimum quota attainment level in one or more product(s) service(s) category(ies).

*Example:*

Compensation on total attainment will be capped at 110% unless 100% of monthly quota is achieved in all assigned product categories.

B. Frequency of Payments

Commissions are to be paid on a quarterly basis. Commission payments earned during a quarter will be paid within two (2) months following the quarter in which the commissions were earned.

V. PROGRAM TRACKING

Results will be accumulated from the first day worked in the month to the last day worked in the month.

Additions and deletions of products and services will be handled in accordance with current Public Communications procedures/policies. Reasonable advance notice will be provided to employees whenever additions or deletions of products or services are made. The Company reserves the right to establish and revise the procedures/policies in accordance with business needs.

The Company agrees to meet with the Union at periodic intervals (six (6) months or longer) to review and provide a status report on the Plan(s). It is understood that these meetings are not intended to be negotiation sessions, but rather information-sharing sessions to provide a better understanding of how this new approach to compensation is working.

VI. ADMINISTRATIVE PROVISIONS

Management will have the sole and exclusive responsibility to establish and administer the Plan, and reserves the exclusive right to adjust the product/service mix and/or associated objectives as required to ensure equitable treatment of all parties.

The Plan will be administered by an Administrative Committee comprised of representatives of Public Communications, Human Resources and Business Analysis. In addition, the Administrative Committee is empowered to interpret the Plan, to approve objectives, to approve

awards and to interpret rules and regulations within the provisions of the Plan.

**A. New Participants**

In the event than an individual becomes a participant in the Plan during a plan year, the employee will be assigned quota and be eligible for all associated commissions earned.

**B. Modifications**

Public Communications may at any time modify, in whole or in part the provisions of the Plan. Public Communications may at any time modify objectives, product line categories, qualifiers, and thresholds as business needs may dictate.

Any modifications shall not affect sales commission already earned under this Plan.

**C. Retirement, Disability or Death**

In the event that a participant retires, becomes disabled or dies during the Plan year, the participant or the designated beneficiary(ies) will receive an award earned up to the effective date of retirement, disability or death. Payment made to the individual or the participant's designated beneficiary(ies) when awards are paid to other Plan participants.

**D. Statement of Acceptance**

Each plan participant will indicate acceptance of the conditions for participation by signing the "Statement of Acceptance".

**E. Termination of Employment**

In the event that a plan participant's employment terminates prior to the scheduled payout of awards, the company will pay all awards earned by participants. Such awards shall be computed and paid when awards are paid to other plan participants.

**F. Transfers/Promotions**

In the event that a Plan participant is transferred or promoted to another position during the Plan year, the participant will be eligible to receive commissions based upon sales performance up to the date of transfer or promotion. Such commissions shall be computed and paid when awards are paid to other Plan participants.

**G. Windfalls**

A windfall is a situation resulting in a change of volume of sale from that anticipated by management in setting objectives and incentives. Management will review all incentive results that are more than 200% of objective prior to payment. Management may approve or adjust the payment based on the circumstances of reaching more than 200% of objective. Management reserves the right to adjust any portion of the Plan to bring the compensation in line with what it determines to be reasonable objective and/or incentive compensation attainment.

**H. Benefits**

Generally speaking, commission payments are typically included in the calculations of many Company benefits. An approved list of specific benefits which either include, or exclude, commission earnings is available.

**I. Grievance/Arbitration**

The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.

**J. Suspension/Termination of Plan**

The suspension or termination of this Incentive Compensation Plan must be by mutual agreement of the parties.

**K. Compensation – Adjustments**

In the event an employee or the Company believes an overpayment/underpayment has occurred a Company representative and the employee or their union representative agrees to meet to review relevant facts. If it is determined that an overpayment/underpayment has occurred, the Company will appropriately adjust future sales compensation payouts to address the situation. However, the Company will not require the employee to pay back any overpayment from his/her base salary. If the employee moves to a position that is not covered by a Public Communications Incentive Plan, or is separated from the Company, he or she will not be liable for any repayment.

**NOTE:** If an employee's sales compensation is paid based on inaccurate or fraudulent sales results, the employee will be required to repay the entire unearned compensation amount regardless of whether or not the employee is still a participant in a Public Communications Incentive Plan.

## MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

### RETAIL SALES CONSULTANT COMPENSATION PLAN

Effective **October 27, 2002**, Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local No. 986 agree to provide the Retail Sales Consultants the opportunity to participate in a Sales Incentive Compensation Plan with the following administrative guidelines for application of the plan:

1. All regular full-time and regular part-time Retail Sales Consultants assigned to a Marketing **Verizon Plus** will be eligible.
2. The Company shall have the responsibility to establish and administer the standards to be used.
3. The Company reserves the right to adjust standards as needed to ensure equitable treatment of all parties. Any adjustment in goals will be communicated to the affected employees and the Union no less than thirty (30) days in advance of any change.
4. Any dispute as to whether an employee is paid in accordance with the terms of the plan will be subject to the grievance (and arbitration) procedure(s).
5. The Company agrees to provide the following data to the Union when necessary to resolve such questions as may arise under paragraph 4 above:
  - a. Individual employee's worked hours for the month.
  - b. The total worked hours for all eligible employees in the **Verizon Plus**.
  - c. The employee's monthly incentive compensation payment.
  - d. The employee's goal.

6. It is understood by both parties that there is no guarantee of incentive earnings under the plan.

This Agreement shall remain in effect through the life of the current Agreement subject to termination by thirty (30) day written notice to the Union.

**GTE North Incorporated  
(Northeast Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Regional Manager  
Labor Relations**

**Ben F. Rice  
Business Manager  
IBEW Local 986**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**RETIREE LIFE INSURANCE**

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers agree to make available to employees who retire on or after July 1, 1997 with a service or disability pension under the GTE Pension Plan, a \$5,000 retiree life insurance benefit. For employees who retire on or after July 1, 2003 with a service or disability pension under the GTE Pension Plan, a \$10,000 retiree life insurance benefit will be available.**

**This Memorandum of Agreement is effective on October 27, 2002 and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**REVISED TITLES/FORCE ADJUSTMENT**

This memorandum sets forth the understanding of the parties in regard to job titles which were changed November 25, 1990 and in subsequent labor agreements.

- 1) Employees who are laid off in the future and who would have bumping rights to job titles included in contracts expiring after November 24, 1990 shall have bumping rights to any equivalent new job titles established.
- 2) Employees who are currently laid off and who have recall rights in accordance with Article 9 of the Labor Agreement to job titles included in the contract expiring November 24, 1990 and in subsequent labor agreements shall have recall rights to any equivalent new job titles established.

This Memorandum of Agreement becomes effective with the primary agreement.

**GTE NORTH INCORPORATED  
(NORTHEAST REGION)**

**I.B.E.W. Local 986**

**MARY J. DARLING  
Regl Manager-Labor/Emp Relations**

**BENJAMIN F. RICE  
Business Manager**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

**TEAM PERFORMANCE AWARD**

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to implement the Team Performance Award set forth in this Memorandum of Agreement.**
2. **For a summary of details, refer to the attachment entitled Team Performance Award.**
3. **This Memorandum of Agreement is effective on **October 27, 2002** and shall expire on **October 22, 2005**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **October 22, 2005** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



## TEAM PERFORMANCE AWARD

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 agree to develop and implement a Team Performance Award which will provide participating employees the opportunity to earn compensation based upon collective/team performance results.**

2. **ELIGIBILITY**

**All full-time and part-time regular hourly employees are eligible to receive an award if they are on a TPA team for 30 calendar days or more. Employees on other Incentive plans are not eligible, i.e., BSG, Consumer Sales, Retail, LiveSource.**

3. **AWARDS**

**Awards are based on performance toward objectives over the period of a calendar year. An award amount is determined for the applicable calendar year, a percentage of which may be earned by eligible employees, depending on team performance during that calendar year. The payout ranges from 0% to 120% of an established target.**

**The range of the Team Performance Award payout is as follows:**

- A. **The 2002 target award is 4% payable in April 2003. The range is 0% to 120% based on achievement of objectives.**
- B. **The 2003 target award is 4% payable in April 2004. The range is 0% to 120% based on achievement of objectives.**
- C. **The 2004 target award is 4% payable in April 2005. The range is 0% to 120% based on achievement of objectives.**

**The payout percentage is applied to an employee's highest hourly basic rate of pay during the 26 pay periods of the calendar year.**

**Employees transferring between teams shall have their award prorated according to the time on each team.**

**In the event of reorganization which results in employees changing teams, awards shall be prorated based upon each team's performance.**

**An employee who resigns, is laid off, terminated, dies or retires during the calendar year is eligible for a prorated Team Performance Award if all other eligibility requirements have been met.\***

**\* In case of Termination for Cause the individual situation will be**

reviewed to determine if the individual is eligible for an award.

**\* Temporary and seasonal employees are eligible for a prorated Team Performance award if all other eligibility requirements are met.**

Employees on approved military leave of absence who have one year or more service will be given a full wage credit up to three months toward the Team Performance Award. Employees on any other unpaid leave will have cumulative leave time excluded from award computation.

**4. TIME OFF FOR UNION ACTIVITIES**

Excused time off for union activity will be counted as time worked when computing Team Performance Awards.

**5. BENEFITS TREATMENT**

Team Performance Award payments are recognized in the calculation of Pension Plan benefits, Group Life Insurance, and the Hourly Savings Plan. Such payments will be applicable in the year payment is received. This is in accordance with benefit plan definitions.

All other benefits are in accordance with the collective bargaining agreement and are based on rates shown in the hourly wage schedules.

**6. TAXES, PERSONAL ALLOTMENT**

Deductions for federal, state and local tax liabilities will be made in accordance with lump sum distribution tax laws.

Personal allotments such as savings bonds, and United Way contributions will not be made.

**7. OVERTIME**

The Team Performance Award payouts are for hours worked and must be included in overtime payments.

The overtime payment will be calculated as follows:

The Team Performance Award payout divided by the total hours worked equals the award hourly rate. This rate is then multiplied times .5 x number of overtime hours in the same calendar year for which the Team Performance Award was paid. The result of this calculation is the award overtime payment due the employee.

**EXAMPLE:**

Team Performance Award	\$ 500
divided by	
Total Hours Worked	1,800
Equals	
Award Hourly Rate	\$ 0.2659
Times	
Overtime Rate (1/2)	0.5
Equals	
Hourly Overtime Rate of Pay	\$ 0.1329
Times	
Total Overtime Hours	100
Equals	
Award Overtime Payment	\$ 13.29

The overtime-incentive payment is not included in benefit plan calculations.

A Team Performance Award overtime payment will be included in the award payout.

**8. OBJECTIVE/MEASURES**

All hourly employees will normally be assigned to teams based on their functional area of responsibility. Teams may consist of a few employees or many.

Each team will be given a set of objectives linked to, but not limited to, one or more of these performance areas:

- Quality/Value of services delivered
- Productivity
- Expense Budget
- Revenue

Teams that satisfy a minimum level of performance will receive an incentive payment. If that minimum level of performance is exceeded, the incentive payment will be larger. Each member of a team will receive the same percentage of target award that the team achieved. An example would be as follows:

<u>Level of Performance</u>	<u>Percentage of Target Award</u>
Below minimum	0%
Minimum to Target	10 – 99%
Target	100%
Over Target Maximum	101 – 120%



9. The Company reserves the right to establish objectives and determine performance results. The objectives, the performance results, or any part of the Team Performance Award shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.
10. Prior to the announcement of objectives and performance targets for the applicable year, company representatives will meet with Union representatives to review the rationale for such objectives and targets.

11. **MODIFICATION OF THE TEAM PERFORMANCE PLAN**

**Verizon** may at any time modify, in part or in whole, the Team Performance Award Plan. Any modification shall not affect awards already earned under this plan. **The Company reserves the right to modify team structure as may be necessary.**

12. **TERMINATION OF THE TEAM PERFORMANCE PLAN**

The suspension or termination must be by mutual agreement of the parties.

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## TEN-HOUR, FOUR-DAY WEEK

Effective November 21, 1993 through October 22, 2005, the Company and Union agree to establish a ten-hour, four-day week. The terms of this agreement shall take precedence over the principal agreement between the parties. This Memorandum of Agreement shall continue in force from year to year thereafter until terminated by either party serving thirty (30) days' written notice to the other party.

1. The Company shall select the employees and locations that are subject to the ten-hour, four-day week.
2. A scheduled tour on a ten-hour, four day week schedule shall consist of not more than ten (10) consecutive hours exclusive of a meal period. Meal periods of less than 1/2 hour shall be included as part of the tour.
3. The tour (four-tens) will not be subject to overtime for the hours worked in excess of eight (8) in any one day. Hours worked in excess of ten (10) in any one day or forty (40) in any one week shall be paid at the overtime rate.
4. Payment for excused absence as provided in Articles 12 and 13 will be based on up to ten (10) hours per day rather than eight (8). Sickness disability will be paid on the basis of ten (10) hours.
5. Employees scheduled for ten-hour tours shall in no case receive in excess of forty (40) hours' vacation pay per week or shall not gain an advantage over employees working eight-hour tours.
6. Weeks which contain a recognized holiday (except personal holidays) may be scheduled on the basis of five eight-hour tours or four ten-hour tours. With supervisory approval employees scheduled for four ten-hour tours may be permitted to make-up time to 40 hours in the week.
7. Personal holidays may be an exception to paragraph 6. With supervisory approval, the personal holidays may be scheduled during the ten-hour

tours subject to the provisions of Article 10. If the selected day for the personal holidays falls on a non-scheduled day, it will result in eight (8) hours' pay.

8. Use of four ten-hour tours contrary to its intent shall be subject to the grievance procedure up to and including the second step.

GTE North Incorporated  
(Northeast Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Regional Manager  
Labor Relations

Ben F. Rice  
Business Manager  
IBEW Local 986

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## VACATION DONATION

**The Company and the Union agree to permit employees, on a trial basis, to donate their vacation time to their coworkers subject to the following guidelines:**

- 1. The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family as defined in Article 13, Section 13.3 or due to an unexpected dire situation.**
- 2. Employees must exhaust all eligible paid time prior to utilizing donated vacation.**
- 3. The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.**
- 4. Each employee may donate up to the maximum number of days provided for by Company policy. Donating employees must be from the same department as the receiving employee.**
- 5. Once the Company determines that an employee's situation qualifies to receive donated vacation, the Department Manager and local Union Representative will let employees know about the option to donate a vacation day to their coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.**
- 6. The employee in need cannot personally solicit other employees to donate their vacation.**
- 7. None of the provisions of this agreement are subject to the grievance or arbitration process.**
- 8. This agreement can be cancelled by either party with 30 days**

notice.

**This Agreement is effective October 27, 2002 and shall remain in effect up to and including October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## VISION PLAN

1. **Effective July 1, 2003 Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 986 agree to implement the provisions of the Vision Plan set forth in this Memorandum of Agreement.**
2. **For a summary of details, refer to the attachment entitled Vision Plan Highlights.**
3. **Some of the major provisions include:**
  - **No annual deductible.**
  - **Eye exam every twelve months.**
  - **One pair of prescription eyeglasses or contact lenses every 24 months.**
4. **Employees are automatically eligible for the Vision Plan after enrollment in any Verizon medical option. If the employee waives Verizon medical coverage, the employee will not be enrolled in the Vision Plan.**
5. **The cost of the Vision Plan coverage will be paid by the Company.**
6. **The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.**

7. **This Memorandum of Agreement is effective on October 27, 2002, and shall expire on October 22, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on October 22, 2005 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

## VISION PLAN HIGHLIGHTS

Feature	Participating Provider	Non-participating Provider
<b>Annual Deductible</b>	None	None
<b>Eye Exam</b> (Once every 12 months)	You pay the network provider a \$25 co-payment.  No claim filing is required.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$25.
<b>Lenses and Frames</b> (Once every 24 months)*	You pay the network provider a \$75 co-payment for lenses <i>and</i> frames or \$37.50 for just lenses <i>or</i> frames.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$25 for lenses <i>and</i> \$25 for frames for a maximum reimbursement of \$50.
<b>Contact Lenses</b> (Once every 24 months)*	You pay nothing for standard-wear, soft, daily-wear, or disposable contact lenses.  Discounts available for replacement lenses.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$50.
<b>Laser Vision Correction</b>	Discounts available.	No discounts available.
* Limited to one pair of prescription eyeglasses or one pair of prescription contact lenses every 24 months.		

### Additional Provisions

- Two or more opticians, optometrists, or ophthalmologists within 20 miles of the employee's home.
- Employees that have no provider within 20 miles can use the Out-of-Area Provision.

### Out-of-Area Provisions

Steps to find an Out-of-Area Provider:

1. Call Davis Vision when ready to schedule an appointment for services. The number for Davis Vision can be obtained from the Verizon Benefits Center.
2. Ask the Member Service Associate to locate a non-participating provider (NPP) or give them the name and address of a local provider.
3. Davis Vision will contact the provider to arrange in-network vision care services for you and will contact you with an authorization to receive your services.
4. Employee will receive the participating provider benefits.

### **Professional Provider Services**

Standards of care for eye examinations are entirely consistent with those established by State Departments of Health and include preventive eye care with glaucoma testing, refractive care and the prescribing of eyeglasses.

Each patient receives a comprehensive eye examination with a preferred optometrist or ophthalmologist which includes the following components:

- Case History – chief complaint, eye and vision history, medical history
- Entrance distance acuities
- External ocular evaluation including slit lamp examination
- Internal ocular examination inclusive of dilated fundus evaluation
- Tonometry
- Distance refraction – objective and subjective
- Binocular coordination and ocular motility evaluation
- Evaluation of pupillary function
- Biomicroscopy
- Gross visual fields
- Assessment and plan
- Patient education
- Form completion – school, motor vehicle, etc.

All of these components are fully within the education, training and scope of licensure for both optometrists and ophthalmologists.

# MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 986**

## **VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)**

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 986 hereby mutually agree to the establishment of an Internal Revenue Code section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs for eligible employees who retire between November 25, 1990 and **October 22, 2005** with a service or disability pension under the Verizon North Inc. (North Central Region) Pension Plan and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.**

1. **The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and where applicable, regulatory approval for recovery).**
2. **The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.**
3. **Effective July 1, 1997, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the GTE RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.**
4. **In order to receive Retiree Medical Benefits, the retiree must pay a percentage of the Retiree Medical premium ("Retiree Contribution Percentage"). Similarly, the Company will pay a percentage of the premium ("Company Contribution Percentage"), subject to Section 5 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages will be based on the following contribution:**

Years of Accredited  
Service at Retirement

Percent of Health Care  
Premium Paid by Retiree

Less than 10	100%
10 to 14	80%
15 to 19	60%
20 to 24	40%
25 to 29	20%
30 and over	10%

5. (a) The Company shall determine the cost of providing Retiree Medical coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after July 1, 1997.

(b) When the Retiree Medical Benefits Premiums for the \$350 deductible coverage option under GTE RETIREE OPTIONS reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premiums"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>
Retiree only (primary coverage)	\$ 6,314
Retiree plus one dependant coverage	\$ 12,628
Family coverage	\$ 14,144
Medicare covered retiree (per eligible life)	\$ 1,642

(c) The Maximum Company Contribution Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

7. **The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 5 above is based upon the \$350 deductible coverage option. If the retiree elects the \$150 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$150 deductible coverage option exceeds the \$350 deductible coverage option. If the retiree elects the \$1000 deductible coverage option, the Retiree Contribution amount will decrease by the amount the \$1000 deductible coverage option is less than the \$350 deductible coverage option (not to exceed zero). When the Retiree Medical Benefit Premiums for the \$350 deductible coverage option reach the amounts set forth in the chart in paragraph 5, the Company Contribution Amount for all coverage options, including the \$150 and \$1000 deductible coverage options, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.**
  
8. **The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This notification will take place, in writing, within fifteen calendar days prior to the date of modification or rescission. This notification will specify the cause for and affect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.**
  
9. **The funding and operation of the trust; the level and administration of the Retiree Medical Benefits; amount or cost of premiums; premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.**
  
10. **This Memorandum of Agreement is effective on **October 27, 2002** and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate on **October 22, 2005** and shall not survive the expiration of this**

**Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**



# MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 986

## VOLUNTARY LAYOFF LEAVE OF ABSENCE

1. Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 986, agree to the provisions concerning a Voluntary Layoff Leave of Absence set forth in this Memorandum of Agreement.
2. The purpose of a Voluntary Layoff Leave of Absence shall be to provide an alternative method of temporarily adjusting the size of the work force **for up to four (4) months in a calendar year**. The Voluntary Layoff Leave of Absence would be in lieu of the layoff provisions as provided for in Article 9 of the Collective Bargaining Agreement.
3. The total period of a Voluntary Layoff Leave of Absence will not exceed four months. Voluntary Layoff Leaves of Absence will be offered by seeking volunteers from the affected classification and reporting location. This will be done at least 30 days prior to the effective date. The decision to offer Voluntary Layoff Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Layoff Leaves of Absence authorized, and the location and the classification affected will be at the sole discretion of Management.
4. If the number of volunteers is not sufficient, Management will then layoff the excess remaining employees in accordance with Article 9 of the Collective Bargaining Agreement. If more employees volunteer than needed Management will allow the most senior of the volunteers to take the Voluntary Layoff Leave of Absence.
5. While on a Voluntary Layoff Leave of Absence, eligible employees shall continue to receive Company paid life insurance, medical/dental insurance and telephone concession benefits to the extent provided to active employees.
6. Employees granted a Voluntary Layoff Leave of Absence will be required to take all unused or remaining vacation (or bank if eligible) and personal holiday time prior to the end of the calendar year in which the

leave is to begin. In addition, employees will be required to use all vacation time (or bank if eligible) scheduled during the month(s) of the calendar year in which the Voluntary Layoff Leave of Absence ends.

7. All Voluntary Layoff Leave of Absences are without pay and are subject to approval by Management. Application of unemployment compensation will not be contested by the Company.
8. This agreement shall in no way limit Management from using other company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Layoff Leave of Absence.
9. Upon return to work, employees granted a Voluntary Layoff Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Layoff Leave of Absence.
10. At the end of the approved Voluntary Layoff Leave of Absence, employees will be guaranteed reinstatement to a job within their previous classification and reporting location.
11. Employees are required to return to work on the agreed upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's sickness disability benefits, the employee may apply for sickness disability benefits for the remainder of the time that would normally be covered by sickness disability benefits.
12. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which covers adjustments to the work force that may have occurred during the Voluntary Layoff Leave of Absence of affected employees.
13. This Memorandum of Agreement is effective September 10, 2002, and shall expire on October 22, 2005.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 986

Mary J. Darling  
Director  
Labor Relations

Fred M. Sabol  
Business Manager  
IBEW Local 986

## **MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
Local 986**

### **VOLUNTARY PART-TIME ASSIGNMENT**

- 1. Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 986 agree to the provisions concerning a Voluntary Part-Time Assignment set forth in this Memorandum of Agreement.**
- 2. The purpose of a Voluntary Part-Time Assignment shall be to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Part-Time Assignment would be in lieu of the layoff provisions as provided for in Article 9 of the Collective Bargaining Agreement.**
- 3. The total period of a Voluntary Part-Time Assignment will not exceed four months. Voluntary Part-Time Assignments will be offered by seeking volunteers from the affected classification and reporting location. Prior to implementation the Company and the Union will discuss the plan and an alternate plan/solution may be reached by mutual agreement. This will be done at least 30 days prior to the effective date. Ultimately, the decision to offer Voluntary Part-Time Assignments, the time frame or duration of the assignment, the number of Voluntary Part-Time Assignments authorized, and the location and the classification affected will be at the sole discretion of Management.**
- 4. If the number of volunteers is not sufficient, Management will then layoff the excess remaining employees in accordance with Article 9 of the Collective Bargaining Agreement. If more employees volunteer than needed Management will allow the most senior of the volunteers to take the Voluntary Part-Time Assignment.**
- 5. While on a Voluntary Part-Time Assignment, eligible employees shall continue to receive Company paid benefits to the extent provided to active full-time employees.**

6. **Part-Time work schedules will be assigned at Management's discretion based on the needs of the service.**
7. **All Voluntary Part-Time Assignments are subject to approval by Management.**
8. **This agreement shall in no way limit Management from using other company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Part-Time Assignment.**
9. **At the end of the approved Voluntary Part-Time Assignment, employees will be returned to a full-time work schedule.**
10. **Upon returning to a full-time work schedule, employees' service and seniority will not be adjusted due to the Voluntary Part-Time Assignment.**
11. **Employees are required to return to a full time work schedule on the agreed upon date. Failure to return to a full-time work schedule on the expected return date, for other than a personal compelling reason as determined by management, will result in termination of employment.**
12. **This agreement may be cancelled by either party with 30 days written notice to the other party. This Memorandum of Agreement shall be effective October 27, 2002, and will expire on October 22, 2005.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 986**

**Mary J. Darling  
Director  
Labor Relations**

**Fred M. Sabol  
Business Manager  
IBEW Local 986**

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THE DEMANDS OF THE SERVICE  
OR THE IMPORTANCE OF THE  
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WE CANNOT DO THE JOB SAFELY.